



**Agenda
Minnetonka City Council
Regular Meeting
Monday, March 22, 2021
6:30 p.m.
WebEx**

1. Call to Order
2. Pledge of Allegiance
3. Roll Call: Calvert-Schaeppi-Coakley-Kirk-Schack-Carter-Wiersum
4. Approval of Agenda
5. Approval of Minutes:
 - A. February 22, 2021 regular meeting
 - B. March 8, 2021 regular meeting
6. Special Matters: None
7. Reports from City Manager & Council Members
8. Citizens Wishing to Discuss Matters Not on the Agenda
9. Bids and Purchases:
 - A. Bids for the Ridgedale Area Park Improvements Project
Recommendation: Reject all bids (4 votes)
10. Consent Agenda - Items Requiring a Majority Vote:
 - A. Resolution for the Excelsior Boulevard Storm Sewer Improvement Project
Recommendation: Adopt the resolution (4 votes)

Due to the COVID-19 health pandemic, the city council's regular meeting place is not available. Pursuant to Minn. Stat. § 13D.021, city council members will participate in the meeting remotely via WebEx. Members of the public who desire to monitor the meeting remotely or to give input or testimony during the meeting can find instructions at <https://www.minnetonkamn.gov/government/city-council-mayor/city-council-meetings>.

- B. Collective Bargaining Agreement between the City of Minnetonka and Law Enforcement Labor Services, Inc. – Police Sergeants
Recommendation: Approve the agreement (4 votes)
- 11. Consent Agenda - Items Requiring Five Votes:
 - A. Emergency ordinance relating to outdoor dining
Recommendation: Adopt the ordinance (5 votes)
- 12. Introduction of Ordinances: None
- 13. Public Hearings:
 - A. 2021 Community Development Block Grant Funds – Urban Hennepin County Allocation
Recommendation: Hold the public hearing, adopt the resolution, and authorize the negotiation of any related agreements (4 votes)
 - B. On-sale wine and on-sale 3.2 percent malt beverage liquor licenses for Toma Mojo Grill, LLC., at 12977 Ridgedale Drive
Recommendation: Open the public hearing and continue to April 26, 2021 (4 votes)
 - C. Items concerning Duke’s on 7, LLC., at 15600 State Hwy 7
 - 1) Conditional use permit, with setback variance, for an expanded outdoor seating area at 15600 Hwy 7
Recommendation: Adopt the resolution approving the permit, with variance (5 votes)
 - 2) On-sale intoxicating liquor license for Duke’s on 7, LLC, located at 15600 State Highway 7
Recommendation: Continue the public hearing from Feb. 22, 2021, and grant the licenses (5 votes)
- 14. Other Business:
 - A. Police department mental health unit and Case Assessment Management Program (CAMP) update
Recommendation: Informational only (No formal action required)
- 15. Appointments and Reappointments: None
- 16. Adjournment

**Minutes
Minnetonka City Council
Monday, February 22, 2021**

1. Call to Order

Mayor Brad Wiersum called the meeting to order at 6:31 p.m.

2. Pledge of Allegiance

All joined in the Pledge of Allegiance.

3. Roll Call

Council Members Rebecca Schack, Susan Carter, Deb Calvert, Bradley Schaeppi, Kissy Coakley, Brian Kirk and Brad Wiersum were present.

4. Approval of Agenda

Calvert moved, Kirk seconded a motion to accept the agenda with addenda to Items 6.A, 12.A, 12.B and moving Item 14.A to Item 13.B. All voted "yes." Motion carried.

5. Approval of Minutes: None

6. Special Matters:

A. 2021 Empty Bowl Virtual Event Proclamation

Wiersum read a proclamation in full for the record declaring March 2, 2021 through March 9, 2021 as Empty Bowl week in the City of Minnetonka. He encouraged the public to participate in this event virtually in order to assist with raising funds for the ICA food shelf and Resource West.

B. Boards and Commissions interviews – Senior Advisory Board

Wiersum stated the first candidate to be interviewed would be Erik Larson. He noted Mr. Larson was interviewed for the Park Board which meant the council would only be asking questions that were pertinent to the senior advisory board. But first, he asked Mr. Larson to tell the council a little bit about himself.

Erik Larson thanked the council for their time and this opportunity. He stated he has been a Minnetonka resident for the past 40 years and noted he worked at Honeywell during that time as a manufacturing engineer. He explained since retiring he has been looking for ways to impact the community. He indicated he was aware the city was working to broaden its diversity on boards and commissions. He stated he was not a diverse person, but rather was a 65 year

old white guy that has lived a good life in Minnetonka for the past 40 years. He explained he value diversity, was open minded and interacted with a wide range of people.

Wiersum asked when it comes to senior programing during the pandemic, are there ways the city could better support the senior community and post pandemic are there areas of focus the city should address.

Mr. Larson stated during the pandemic one thing that might be useful would be to contact as many seniors as possible to get input about new services they could benefit from. He commented this might be a good time for city staff to expand their senior contact list itself. He suggested additional shuffle board courts be considered in the community. Post pandemic, he recommended the city partner with other cities to allow for more diverse activities for seniors in the community. He discussed the city's mission and vision and stated what made this powerful to him was that Minnetonka was a place for everyone, even seniors. He suggested the city also work to partner seniors with other agencies in order for seniors to grow their community. He recommended more senior friendly group activities be sponsored by the city, such as snow bird groups, or shuffle board or horseshoe leagues.

Wiersum thanked Mr. Larson for his enthusiasm and for sharing his creative ideas. He explained the council would be working through the interview process and would be in touch in March. Wiersum stated the next candidate to be interviewed would be Heidi Weinberg. He asked Ms. Weinberg to tell the council a little bit about herself.

Heidi Weinberg explained she has a lot of background in working with seniors. She noted she had master's degree in public administration and worked for years with non-profits. She stated her last nonprofit was to coordinate social services for seniors. She indicated she also got to plan a huge health fair for seniors. After working that job, she went back to school to become a personal trainer and noted she focuses mostly on seniors and aging issues.

Wiersum asked what makes Minnetonka's mission or vision powerful.

Ms. Weinberg stated the quality and dependable city services were important to her. She explained she was aware of the surge that occur in the older adult population. She commented as the city navigates the older population there were a lot of things that had to be in place and planned for to handle this surge.

Wiersum questioned how the board or commissions purpose aligns with her interests and expectations.

Ms. Weinberg commented her passion was older adults. She stated her degree and working with non-profits has allowed her to work with seniors most of her

career. She explained she would love to help Minnetonka create new ideas and a new infrastructure on how to reach seniors in the community.

Wiersum asked what the most challenging aspect was of an increasingly diverse community.

Ms. Weinberg believed the most challenging aspect was creating opportunities for all and having access to everybody. She stated connecting with older adults that are not on the internet would be difficult for the city.

Wiersum asked when it comes to senior programming during the pandemic, are there ways the city could better support the senior community and post pandemic are there areas of focus the city should address.

Ms. Weinberg stated support services via Zoom would be important for seniors and a one stop shop for services. She understood a lot of seniors she deals with get lost when seeking services because things were piecemealed. She commented it was her dream to create a network for seniors to provide greater access and guidance. She commented webinars on topics may be valuable as well. She stated post-pandemic hiring an aging care manager or health coach would be beneficial. She feared the city was not prepared for the boom that would occur when it comes to seniors. She discussed the importance of getting seniors to exercise, eat well, and socialize. She explained doing a senior health fair would also benefit the community.

Wiersum questioned if there were any other boards or commissions she would like to serve on.

Ms. Weinberg indicated she may be interested in the planning commission.

Wiersum thanked Ms. Weinberg for sharing her background and interesting ideas. He explained the council would be working through the interview process and would be in touch in March. Wiersum stated the next candidate to be interviewed would be Jim Tift. He asked Mr. Tift to tell the council a little bit about himself.

Mr. Tift thanked the Council for the opportunity and stated he has been a Minnetonka resident for the past 36 years. He reported he has worked in senior services for a number of years. He explained he began working as a nursing assistant at the Oak Terrace Nursing Home in 1968 and 1969. He stated he went on to college where he received a degree in gerontology (the study of aging). He indicated this has been his career choice for close to 50 years, noting he was 71 years old. He commented he was a founding member of the Minnesota Gerontological Society. He explained he has worked in different government agencies, with non-profits, senior housing and have also taught for over 30 years in the metro area.

Wiersum asked what makes Minnetonka's mission or vision powerful.

Mr. Tift stated quality and dependable city services were important to him, along with this being a city for everyone. He explained the population of Minnetonka was just over 53,000 and over 20% of the city's population were 65 or older. These individuals have different needs in the community. He was of the opinion he could assist with advising on how to meet the needs of this group.

Wiersum questioned how the board or commissions purpose aligns with his interests and expectations.

Mr. Tift explained this has been his career. He indicated he has worked with senior centers, senior clubs, while also holding workshops for seniors and their families. He believed his background would be a good fit for the senior advisory commission.

Wiersum asked what the most challenging aspect was of an increasingly diverse community.

Mr. Tift commented this question gave him pause. He stated it was easy to make assumptions about what seniors need. However, in diverse communities, especially communities of color, there may not be a good understanding what their cultural needs may be. He discussed how he found it beneficial to attend workshops at the Wilder Foundation on cultural diversity to learn about different communities and their needs.

Wiersum asked when it comes to senior programming during the pandemic, are there ways the city could better support the senior community and post pandemic are there areas of focus the city should address.

Mr. Tift stated during the pandemic, one of the biggest issues, was to provide webinars focused towards seniors. He reported seniors were so isolated and communities need to reach out to them for socialization purposes. He commented on the benefit of a senior companion program, whether via Zoom or through phone calls in order to make connections with seniors. He indicated food insecurity was another concern for seniors. He stated post pandemic providing education to both seniors and caregivers would be important. He commented it would also be valuable for the city to create a resource guide for seniors.

Wiersum questioned if there were any other boards or commissions he would like to serve on.

Mr. Tift stated there were no other boards or commissions he was interested in serving on.

Wiersum thanked Mr. Tift for sharing his creative ideas. He explained the council would be working through the interview process and would be in touch in March. Wiersum stated the next candidate to be interviewed would be Lisa Lee. He asked Ms. Lee to tell the council a little bit about herself.

Lisa Lee thanked the council for their time and consideration. She explained she was born and raised in Minnesota and has lived in Minnetonka on two different occasions. She stated her interest in senior services began when she was in high school when she started working in a nursing home. She commented on the value of understanding that generation. She indicated she currently works for a senior living community called Ebenezer. She explained she feels drawn to the senior community and would like to be able to bring her work experience to this group.

Wiersum asked what makes Minnetonka's mission or vision powerful.

Ms. Lee stated the mission statement was the city's underlying and driving force. She believed the city's mission and vision was parallel with Ebenezer, which provided healthy and vibrant living for seniors. In addition, she appreciated the fact the city was striving towards excellence. She believed quality and dependable services were also important.

Wiersum questioned how the board or commissions purpose aligns with her interests and expectations.

Ms. Lee commented she has very high expectations for herself and in her profession. She discussed how she served families at Ebenezer. She described how she worked to meet the needs of seniors.

Wiersum asked what the most challenging aspect was of an increasingly diverse community.

Ms. Lee stated this was an interesting question. She commented when she looked at diverse communities, she thought about those 55 and older. She discussed the difference of being 55 years old to be 100 years old. She indicated there was a language and culture gap between the younger community and seniors.

Wiersum asked when it comes to senior programming during the pandemic, are there ways the city could better support the senior community and post pandemic are there areas of focus the city should address.

Ms. Lee reported she works with seniors every day. She explained the greatest challenge she has seen during the pandemic has been the technology gap and the understanding of technology. She stated social isolation was another big concern. She indicated the city should work to network and bring tools to these

individuals. She commented on the importance of partnership with other organizations in the community. She commented how a 14 day quarantine was impacting residents in her senior living community. She stated video conferencing has been extremely valuable. She indicated transportation was another concern of hers for seniors during COVID. She explained she would love to see better senior transportation in Minnetonka to get seniors to doctor appointments, to the senior center or to get groceries.

Wiersum questioned if there were any other boards or commissions she would like to serve on.

Ms. Lee stated she was not interested in serving on any other boards or commissions at this time.

Wiersum thanked Ms. Lee for her time. He indicated the council would be getting back to candidates in March.

7. Reports from City Manager & Council Members

City Manager Geralyn Barone reported on upcoming city events and council meetings.

Calvert explained there were 500 virtual attendees for the virtual community town hall forum on policing. She thought this was a very illuminating event that had excellent questions that were well answered. She thanked Police Chief Boerboom for hosting this event.

Calvert indicated she had taken several courses with the League of Minnesota Cities through their Elected Leader Institute. She stated she appreciated the hope and valuable tools these courses provided.

Schack reported she was now the chair of the 494 Corridor Commission. She explained this group was started in order to address congestion on 494. She indicated with the pandemic, this congestion has lessened. She stated last week she testified before the Senate Transportation Committee requesting funding to keep doing good work for this corridor.

Kirk indicated he has been attending the neighborhood meetings for the Shady Oak outlet. He encouraged anyone with questions regarding this matter to contact him or city staff for further information.

Kirk commented on the town hall forum on policing and he agreed challenging questions were raised and answered.

Kirk discussed a fire that occurred on Robin Lane. He thanked the Minnetonka Fire Department and those that provided mutual aid for their tremendous efforts at this fire.

Wiersum stated he attended a panel of experienced elected officials for the Introductory Program with the League of Minnesota Cities. He noted he was paired with Dee Love, mayor of Centerville and Andrea Lauer, mayor of Royalton.

Wiersum commented the United States reached 500,000 deaths due to COVID-19. He urged residents to stay vigilant, to continue to wear masks and stay distanced. He indicated these efforts were making a difference and COVID case numbers were down, but the risk was not over. He discussed the tragedy this pandemic represents to the society in terms of human life, human welfare, business vitality and the state of the economy. He encouraged all Minnetonka residents to be part of the solution and not part of the problem.

Carter reminded the public that municipal government and the City of Minnetonka does not have any power over whether or not vaccinations will be mandatory. She reported the distribution of the vaccination was being managed by the state.

Calvert explained because the COVID vaccines were fast tracked they must be voluntary until they are fully vetted by the FDA.

8. Citizens Wishing to Discuss Matters not on the Agenda:

Bengt Fredrickson indicated he was an ambassador for the Borgen project. He discussed how the Borgen project works to address global poverty. He commented on how Minnetonka businesses that do e-commerce around the world have benefited from the Borgen project. He requested the city council send letters to Senator Amy Klobuchar, Senator Tina Smith and Representative Dean Philips urging them to consider supporting and increasing the international affairs budget.

Wiersum requested Mr. Fredrickson forward on his request to the city manager for staff to pass along to the city council for further consideration.

9. Bids and Purchases: None

10. Consent Agenda – Items Requiring a Majority Vote:

A. Resolution for the Williston Road Lift Station Forcemain Rehabilitation Project

Calvert moved, Kirk seconded a motion to adopt Resolution 2021-015. All voted "yes." Motion carried.

11. Consent Agenda – Items requiring Five Votes: None

Wiersum recessed the city council meeting.

Wiersum reconvened the city council meeting.

12. Introduction of Ordinances:**A. Ordinance implementing ranked choice voting**

City Attorney Corrine Heine gave the staff report.

Schaepi requested further information regarding the financial reports. Heine explained the financial reports are required to be filed within a specified period after dollars have been received or disbursed. Administration Manager Moranda Dammann discussed the candidate filing process noting candidates had to file up to 84 days before the election. She commented further on the \$50 threshold, the affidavit, the pre-primary report, the pre-general report, the post general report, and the final report. She explained all reports were available on the city's website for candidates.

Carter asked if candidates had to make a determination in the May timeframe or August timeframe. Dammann reported candidates generally had to file in May for a primary in August. However, with ranked choice voting (RCV) the primary has been removed. She explained candidates would now file from July 27, 2021 through August 10, 2021 and noted candidates have two days to withdraw.

Carter discussed how the candidacy would change in 2021 due to COVID. Dammann stated staff was not encouraging or discouraging anything. She commented the only action required from the city was for candidates to file reports once they hit the \$50 threshold.

Schaepi thanked staff for all of their work on this ordinance. He stated he preferred the city clerk and staff members to not modify a balance to anyone's favor or disfavor and for this reason, he supported staff's recommendation three rankings at this time. He discussed how local elections were conducted and how residents can opt to vote early. He recommended the city council have a conversation now or prior to the election about the voting timeline. He believed Minnetonka had a long and great non-partisan history. It was his hope this would continue with RCV. He wanted Minnetonka voters to trust the voting system.

Calvert thanked staff for their efforts and for addressing the council's questions. She believed three was a sensible number that would help staff manage ballot design and a whole new way of voting. She explained that forcing new candidates to file finance reports would ensure these candidates were on the

right path. She indicated she was leaning towards the 80 day mark in lieu of a preprimary report.

Kirk stated he appreciated all of staffs work on this ordinance and for addressing all of the council's concerns.

Coakley thanked staff for all of their work on RCV. She explained she leaned towards more rankings. She believed the council should decide how many folks are being ranked. She commented she appreciated the recommendations from staff regarding the financial reports.

Schack explained she was still comfortable at three. She did not support the city leaving the number of rankings open ended. She stated this number could be evaluated after an election if three did not seem appropriate. In addition, she supported 60 to 70 days for the financial report.

Carter commented she supported three ranking along with 60 to 70 days for the financial report.

Wiersum explained he believed three was the right way to go. He discussed the complexity of the proposed ordinance. He stated three was straightforward. He indicated he wanted RCV to be successful and not complex. He understood that some cities that have adopted RCV have made changes and noted this option does exist for Minnetonka. He believed the number one job in 2021 was for the city to hold a ranked choice election that was successful. He supported the city staying with three rankings. He commented on the required financial reporting and it was his hope partisan politics would remain outside city government. He stated he wanted to encourage transparency on campaign reporting so as not to repeat what occurred with FairVote Minnesota. He stated he would support 70 or 80 days for the financial report.

Schack moved, Calvert seconded a motion to introduce the ordinance. All voted "yes." Motion carried.

B. Items concerning 5959 Shady Oak Road

- 1) Rezoning from Office Business District (B-1) to Planned Unit Development;**
- 2) Master Development Plan**
- 3) Site and building plan review;**
- 4) Preliminary and final plat;**
- 5) Vacation of easements**

City Planner Loren Gordon gave the staff report.

Kirk requested further information regarding the notification area and asked how the Shady Oak Townhomes and other adjacent townhome associations have been interacting with developers. Gordon reported this townhome association has been pretty engaged in most of the concept plan reviews and some of the formal reviews over the past six months. He indicated the townhomes to the north have not contacted the city with comments or questions.

Schaeppi discussed the landscape plan. He understood the plans were preliminary but asked if the planning commission ever addressed this concern. Gordon commented on ordinance requirements with respect to the landscaping plan. It was noted the city requires 1% of the project value to be put into landscaping. He stated the developer estimated about \$500,000 would be spent on landscaping. He explained the finer details within the landscaping plan would be worked out with staff after the planning commission meeting.

Tony Kuechle, Doran Development, commented on the proposed site plan and stated it was consistent with what had been previously reviewed. He noted he has been focusing on the architecture, noting the façade facing the townhomes had been adjusted from 78 feet to 66 feet. He reported the setback was increased from 51 feet to 131 feet. He commented the building had been pulled towards Red Circle Drive to reduce the impact to the townhomes to the north. He reviewed the placement of the trail and requested feedback from the council on the trail location. He indicated the stormwater pond was being preserved and enhanced. He noted the pond would have pollinator friendly plants and he would be working with the University of Minnesota to introduce bees. He stated a community garden would be added along with a public art features.

Calvert explained she was pleased with the effort that was being put into the landscaping. She commented on how important the tree canopy was in Minnetonka and she questioned how this development would appear from Shady Oak Road. She stated it appears there would be no tree buffer in place. Mr. Kuechle discussed the tree survey and explained all trees between Shady Oak Road and the middle of the pond would be preserved. He anticipated the proposed building would not be visible from Shady Oak Road.

Schaeppi thanked the applicant for proposing a great looking project and for blending the urban/suburban architecture into this development. He thanked the applicant for providing bike storage and asked how the dog area would be managed. Mr. Kuechle indicated the dog area can be locked electronically from 10:00 p.m. to 8:00 a.m.

Wiersum inquired where the fence would be located to buffer the neighbors from the trail. Mr. Kuechle reported the fence would be on the north property line. He stated this was at the neighbor's request.

Wiersum asked how far the trail was from the property line. Mr. Kuechle estimated the trail would be 50 feet from the property line.

Wiersum thanked the applicant for doing a great job on this project, especially on the revised architectural plans.

Community Development Director Julie Wischnack requested the council offer up further comments or questions for the planning commission to consider regarding this development.

Schack discussed the easements and setbacks for this project. She indicated she would defer to staff but understood this could be a concern for this development. She commented it may be helpful for the planning commission to further consider the trail placement. She stated she likes how this development sits on the property.

Kirk commented on the AUAR and noted without mitigation in scenario two the intersections along Shady Oak Road would be going from D's to F's. He noted the storm project was not appearing in scenario two. He encouraged the council to take a real strong look at what the traffic study was showing and how the intersections along Shady Oak Road would be impacted. He recommended the planning commission take a look at the trees on the west side of the development to ensure a buffer remained in place. He indicated the trail was significant and without creating an opportunity for residents to get east to west, people would find a route through the neighborhoods. He suggested the planning commission do a height study for this development. He noted he was happy to see the building height had been reduced. He recommended the shadow study be cleaned up so the townhomes to the north can better understand how this building would impact them.

Calvert stated she had the same concerns as Councilmember Kirk. She appreciated how far this development had come along with the proposed architecture on the building. She thanked the developer for pursuing high energy standards and extra landscaping. She agreed the root zones and tree preservation along Shady Oak Road should be further considered in addition to the shadow study. She noted this was a lovely building, but it was a lot of building for where it was located within Opus. She commented further on how this development could create dangerous intersections along Shady Oak Road in the future.

Wiersum indicated the building was attractive, but it was a big building. He reported there was not a ton of green space and noted he looked forward to

seeing more details on the landscaping plan and proposed art for the development. He noted art was not greenspace and would not put oxygen into the atmosphere. He recommended the planning commission examine this issue further. He stated this development would have 500 parking spots but consideration should be made if this many spots was necessary given the changes occurring with transportation. He commented as more and more of these buildings are constructed this would have to be considered. He indicated he would like to understand the mature height for the trees within the development because he would like to see the building screened from Shady Oak Road. Lastly, he encouraged the planning commission to consider the mass of the building.

Kirk discussed the city's park dedication fees and noted this was different than the landscaping plan.

Wischnack asked if the council wanted to suggest something different for the affordable housing component.

Calvert stated she did discuss this matter with City Manager Barone. She appreciated the fact staff had talked Doran Development into a lower AMI in order to meet the city's housing policy. She reported the housing was in place for a reason and every unit of affordable housing Minnetonka was hard fought. She appreciated the fact that this development would have three bedroom affordable units because this would support families.

Kirk noted this development was meeting the minimum standards for affordable housing. He stated it was a shame that more affordable housing could not be provided.

Coakley agreed more affordable housing would be better, especially when considering how close it was to the LRT line. She discussed who would be living in this area and stated the city should continue to push for more affordable housing in this beautiful area.

Schack stated understood more affordable housing was better and stated perhaps the council had to discuss this further for Opus. She commented in the end, the developer was meeting the city's policy.

Calvert appreciated the comments being made by the council regarding the city's housing policy. She explained this situation points out the delicate balance of having the minimum and how to take advantage of transit oriented development. She also understood the city did not want to have a saturation of affordable housing within one specific area in the city. She commented on the previous Doran development that was completed in the city and noted it was quite large in size.

Wiersum indicated the city has an affordable housing policy in place. He explained a development that does not meet the policy would not be approved. He reported this was an intriguing proposal and the council had the final say on how the property develops. He indicated more work had to be done and the council may have to finesse the affordable housing policy based upon adjacency to amenities like light rail. He encouraged the council to not act like this project was done. He stated if more affordable housing was wanted now was the time to make that request or to challenge the planning commission on this matter.

Carter thanked the Mayor for his comments. She agreed if there was discomfort regarding the affordable housing that this should be further discussed given how close it was to light rail transportation. She acknowledged the fact that the council was often in his conundrum, with trees and group homes. She stated the council finds an area of discomfort but the ordinances says it's so. She reported if the council finds important components within the housing policy that need to be readdressed, this should be revisited. She did not believe the council had enough information to address this at its next meeting, but perhaps further guidance should be given for certain situations.

Schaeppi concurred with Councilmember Carter. He stated he was happy to have a robust conversation on affordable housing and recommended this be further discussed at a future council worksession. He did not believe each project should be reviewed on a case by case basis and he understood the applicant had made a good faith effort to meet the city's current affordable housing policy.

Mr. Kuechle explained it would help him to understand what the additional request would be for affordable housing. He reported increasing the affordable housing numbers may require a TIF district or some other subsidy.

Further discussion ensued regarding the city's affordable housing policy.

Carter commented the idea of revising the affordable housing policy was not to accommodate this request, or for the council to make changes on a project by project basis. She stated it would be unfair to keep having a moving target within this policy. Rather, she believed the council should take another look at the strategy within the affordable housing policy.

Wiersum stated this project currently meets the affordable housing policy. He noted policies were dynamic and can change over time. He explained there was competition for development and if the city was out of synch with nearby community's they may be more attractive for development.

Coakley reminded the council that the shovels were not in the ground yet and more affordable housing could still be requested. While she understood the developer had met the current policy, the council could always request more.

Carter moved, Calvert seconded a motion to introduce the ordinance and refer it to the planning commission.

Kirk questioned if the notification process should be changed. Wischnack reviewed the area that was notified for this project, along with the other projects occurring with Opus.

All voted "yes." Motion carried.

13. Public Hearings:

A. On-sale intoxicating liquor license for Duke's on 7, LLC., located at 15600 State Highway 7

City Manager Geralyn Barone gave the staff report.

Wiersum opened the public hearing.

David Benowitz discussed the vision for Duke's on 7. He reported he currently operates five different restaurant locations in the metro area. He stated he was excited to be coming to the City of Minnetonka. He noted all of his concepts were neighborhood oriented and family friendly, while also having a dog friendly patio. He indicated he was a resident of Minnetonka and he was excited to be moving forward with this project. He anticipated this restaurant would be open mid to late June.

Luke Derheim stated it has been a pleasure working with Minnetonka staff on this project.

Wiersum stated he was excited to see Duke's on 7 coming to Minnetonka.

Calvert commented she looked forward to visiting this dog friendly restaurant.

Carter explained she loved ordering from The Block and she was so pleased to see these owners coming into the City of Minnetonka.

Schaeppi noted the applicants reached out to him early on asking how they could fit into the community. He appreciated how well they have been collaborating with the city and wished them all the best with their new restaurant.

Wiersum closed the public hearing.

Schack moved, Calvert seconded a motion to open the public hearing and continue to March 22, 2021. All voted "yes." Motion carried.

B. Items related to a multi-family residential development by Dominion, at 11001 Bren Road East

Community Development Director Julie Wischnack gave the staff report.

Wiersum opened the public hearing.

Wiersum closed the public hearing.

Kirk moved, Carter seconded a motion to hold the public hearing and adopt Resolution 2021-016. All voted "yes." Motion carried.

Wiersum recessed the city council meeting.

Wiersum reconvened the city council meeting.

14. Other Business:

A. Resolution approving participation in the Just Deeds coalition

City Attorney Heine gave the staff report.

Calvert reported she grew up in a Jewish home that had covenants against Jews living in her home. She appreciated this aptly named coalition and thanked City Attorney Heine for her efforts on this matter.

Coakley asked if those living in land trust housing would be impacted. Heine reported the property owner would have to record the document. However, any person that has the land lease could be in touch with the land trust.

Schaeppi thanked City Attorney Heine for her work on this resolution. He apologized to those who have been impacted for decades by this injustice.

Carter commented when she was really little her parents told her that when she hurt someone, she had to go make it right. She explained she has lived by this rule her entire life. She believed this resolution was righting a wrong, which was commendable. She was proud of the fact the city was acknowledging the wrong and was working to make it right. She thanked the city attorney for being a leader in this area.

Schack agreed this was a necessary step for the city, but encouraged the council to not break their arms patting themselves on the back. She explained this was work for staff but noted this was the bear minimum the city could do.

Wiersum thanked the city attorney for her leadership on this. He thanked the City of Golden Valley for getting the ball rolling on this. He explained when the council

talked about this matter with respect to diversity, equity and inclusion efforts, he viewed the Just Deeds coalition as addressing institutional racism. He reported in the United States, in Minnesota, in Minnetonka there were policies and programs that institutionalized racism against groups of people that have had lasting impacts on the well-being of those people and their children and grandchildren. He agreed the council should not be overly patting themselves on the back because this was the appropriate and right thing to do. He commented it was embarrassing to him that these things policies existed in Minnesota and Minnetonka. He was proud the city was doing the right thing and was long overdue. He appreciated the fact that the wrong was being made right.

Carter moved, Schack seconded a motion to approve Resolution 2021-017. All voted "yes." Motion carried.

B. Eagle to Bryant Lake Regional Trail Master Plan Route recommendations and Master Plan production

Park and Trail Planner Carol Hejlstone gave the staff report.

Danny McCollough, Maggie Heurung and Kelly Grissman with the Three Rivers Park District provided the council with a presentation on the Eagle to Bryant Lake Regional Trail Master Plan route recommendations and master plan production.

Schaeppi stated he looked forward to this connection being completed because it will provide increased safety to bicyclists. He commented on an email he received from Luke VanSaten and noted this email was forward to the Three Rivers Park District staff members. He encouraged the Three Rivers team to continue to think outside the box in order to keep cyclists safe in Minnetonka.

Calvert reported she lives on Baker Road. She stated after reading the packet, she believed it made sense to have the trail on the west side of the roadway noting the power poles were on the east side of the street. She asked how the proposed bicycle lane would impact existing lawns. Mr. McCollough reported when it comes time for construction, there would not be any significant impacts to private property. He stated there may be some tree loss in the right-of-way but noted the Three Rivers Park District would work with neighbors to find a solution or screening where it makes sense. He indicated there were areas where utilities would be moved from above ground to underground. He reported he would work with the city on this matter.

Kirk explained he attended the neighborhood meeting regarding this project. He stated he was supportive of this trail. He asked if Three Rivers would use the right of way on both the east and west sides of this roadway in order to have enough room for the trail. Mr. McCollough commented a lot of the work would be restriping and not a total road reconstruction. He indicated the lines would be

shifted because the lanes were being narrowed in order to make room for the trail.

Kirk stated he lives 100 feet from Baker Road. He commented on some of the dangerous intersections at Baker Road. He appreciated the fact that the bypass lanes would be eliminated for safety purposes. He questioned how the trail would be maintained in the winter months. Mr. McCollough stated once the master plan is approved, Three Rivers would be responsible for constructing, maintaining and removing snow from the regional trail. He reported at times, Three Rivers partners with a city in order to have the snow removed with the expense covered by Three Rivers.

Kirk indicated he agreed with the proposed trail alignment but noted there were a number of homes that were fairly close to the road that would be impacted.

Wiersum stated looking at the alignment, he believed Three Rivers had done a great job mitigating risk and minimizing the cross streets. He reported he knows this area very well because he used to live in this neighborhood. He indicated this amenity would improve the quality of life for many people, especially the young people needing a safe route to school. He understood some neighbors may have a hard time getting used to having a trail in their front yard, but indicated this would be a great amenity for the neighborhood. He thanked staff and the Three Rivers Park District for their work on this item.

Provided comment and feedback.

C. Concept plan review for Wooddale Builders at 16509 McGinty Road West

City Planner Loren Gordon gave the staff report.

Audrey Ice explained she was the great granddaughter of Charles Ice who relocated to this area from Kentucky shortly after the Civil War. She indicated she was the grand-daughter of Joseph and Margaret Ice who in 1905 purchased the property that was being discussed this evening. She stated her father was Michael Ice, who was the oldest of 13 children born and raised on McGinty Road. She reported her dad's youngest sister was Betty Ice and Betty lived on the property at 16509 McGinty Road for 98 years. She explained she was a retired licensed realtor and noted her aunt Betty, appointed her the executor of her estate to carry out her final wishes for the property. She stated early on Betty had a strong connection to her home and her 12 siblings. As a young adolescent she felt the grief of a loving mother that was forced to say goodbye to her six eldest sons who served in World War II. Fortunately, each of these six sons returned home after their service abroad. Betty was so happy to have her entire family together again that she devoted the rest of her life to keeping the property available for all family members to visit as often as they desired. She reported

Betty had a rewarding 40 years career with Northwestern Bell. She commented on how Betty was overwhelmed by how her surrounding landscape changed over the past 98 years, noting she had concerns with lost privacy, impacted wetlands, increased traffic, and decreased wildlife. In Betty's final will, her aunt states the land must be sold upon her death. She stated the heirs were committed to working with Paul Robinson, Steve Schweiters and Mike Steadman to transform the site to meet modern day demands. She has found the highly regarded Wooddale team to be true professionals and deeply respected within their field. She was confident Wooddale Builders was the perfect choice to deliver a distinguished project that was highly desirable within the City of Minnetonka. She believed Betty would be proud to work with this professional company. She explained she fully supported Wooddale Builders development and zoning request. She thanked the council for listening to her brief history.

Paul Robinson, Steve Schweiters, and Mike Steadman provided the council with a detailed presentation on the Wooddale Builders project.

Schaeppi stated he had a conversation with the developer prior to this meeting and had his questions answered during this meeting.

Coakley requested further information regarding the proposed dredging. Mr. Robinson discussed the depth of the current channel, which was two to three feet, and stated ideally in order to get boats in and out of the channel the depth should be five to six feet. He reported the dredge would remove some of the built up sediment out of the channel to make it more navigable.

There was a technical difficulty with the video streaming. All video and sound was lost for the meeting. Meeting attendees logged back in and the meeting resumed.

Wiersum stated he too met with the applicant to have his questions answered. He suggested the council take comments from the public at this time.

John Hinnenthal explained his property abuts the area proposed for dredging. He urged the council and planning commission to stay with the standard zoning and not approve the PUD. He believed the PUD allowed for more small homes to be constructed. He discussed the flooding that occurred in his neighborhood noting this would be further exacerbated by more homes and hardscape. He commented Minnetonka does have a say in the dredging matter and requested the city council not disturb the wetland.

Martin Schuster stated he represented the Grays Landing homeowners association, noting he lived directly across from the Hidden Falls and would be looking at the proposed docks. He explained it would be difficult to turn a boat around in the proposed dock area. He reported the dredging and docks would be a huge disruption to this area. He suggested only four or five homes be

constructed and not eight. He recommended the PUD not be approved because it would be cramming too many homes into a small area. He commented further on how the docks would negatively impact the surrounding neighbors.

Don Amorosi explained he lives in Grays Landing and noted he lives directly across from the area proposed for dredging. He stated he was concerned that the docks would be vandalized noting this has occurred at his dock. He requested the city council influence the decision regarding the dredging to ensure it does not occur. He commented further on how the additional eight docks would increase traffic in the channel. He discussed the public good that would be created by the PUD and stated saving some trees should not be a sufficient answer to this question.

Calvert stated after reviewing the proposal, she understood this was a housing type the city did not have enough of. She applauded the developers desire to save trees. However, she also believed the development seemed like a lot of homes and hardscape in a sensitive wetland area. She questioned where cars would park within the proposed development if someone were to have a gathering. While the product may be lovely, she indicated she was struggling with the public good from this development. In addition, she believed the dredging would be extremely disruptive. She wanted to see the city following better environmental practices, which included a thorough examination of land use, the best treatment of wetlands and consideration on the percentage of hardscape. She understood the land would be developed, but she questioned if eight homes should be constructed.

Schaeppi thanked staff and the developer for their efforts on this development. He reported he drove to the site and understood Bantis Bay Road had very little parking because it was narrow. He explained the size of the lots in the area was quite mixed, which led him to believe the proposed lot sizes were reasonable. However, the other impacts should be taken into consideration, such as buffering, dredging and the wetland impacts. He commended the developer for working with the neighbors. He stated he has received feedback from the neighbors regarding the capacity of Bantis Bay Road and how this street would handle guest parking. He commented he did not believe it was his role as a councilmember to deny something preapplication. Rather, he believed this development appeared to be possible and he would look for further feedback from staff and the planning commission. He stated the neighbors would like to hear how the city perceives its role with the channel dredging. He indicated this was a beautiful wetland area and the proposed docks would impact the sightlines for the neighbors. He understood there were a lot of other agencies that would be reviewing and addressing the dredging issue. Overall, he stated he supported the application being submitted to the city with more feedback to follow.

Schack explained she understood eight homes were being proposed with a large number of trees being preserved. She too questioned what the public good was

within this development. She stated six larger lots on the parcel may be better for the public good. She reported the developer was proposing a much needed housing type but she also understood the homes would be very expensive. She indicated she would like to better understand the impact on the land for eight homes compared to six or seven. She stated if only six or seven units were pursued a parking area could be provided. She commented on how the channel would be impacted and stated this was a complicated matter. She reported the channel dredging matter would be worked out by other agencies.

Kirk stated the thing that bothered him most about the channel dredging was that the people calling in to complain about it was coming from people who were already using and benefiting from this channel. He explained he was not advocating for dredging but noted this has occurred in the area. He reported precedent may have been set regarding PUD's, such as the Locust neighborhood, noting developers were reviewing what has been approved by the council in the past. He reported the proposed development was coming in high and could be pared back by the council and planning commission. He stated he was comfortable with parcels seven and eight. However, he was struggling with how tight parcels one through six were. He feared that the developer was trying to fit ten pounds of potatoes in a five pound sack. He recommended that the developer consider paring down the development to six lots.

Calvert commented she did not want the existing lot sizes on Bantis Point to be setting a precedent for all future development. She explained these lots were constructed well before the city had lot size regulations in place. Rather, she recommended the council consider what was best for the wetlands and this property.

Wiersum agreed eight lots may not be the answer for this development. He discussed the average lot size if eight lots were pursued, versus seven lots and six lots. He recommended the developer consider six or seven lots going forward. He was of the opinion lot four, the triangular lot, did not make any sense. He stated it would be important for this development to have adequate parking. He suggested the developer continue to work with staff to address the public good criteria. He understood Minnetonka was in a position to say "no" on dredging, but was not in a position to say "yes" on dredging. He reiterated that there were a lot of other agencies that would address the dredging request. He recommended the applicant be allowed to make his best request with those entities. He stated this type of housing was in demand in Minnetonka for baby boomers that want to remain in the community. He anticipated the developer would have no problem selling these housing units. He explained the developer would still have to address the PUD concerns in order to prove the public good. He indicated he was open to this type of housing with a greater density than R-1 so long as it makes sense for the property. He stated if staff comes back and recommends six homes on this lot, he would give it serious consideration. He

commented with respect to the dredging this was a really long putt and he understood why the developer would want to give it a shot.

Discussed concept plan with the applicant. No formal action was required.

15. Appointments and Reappointments:

A. Appointments to the Minnetonka Sustainability Commission

Wiersum read the appointments to the Minnetonka sustainability commission in full for the record.

Wiersum moved, Schack seconded a motion to approve the recommended appointments. All voted "yes." Motion carried.

16. Adjournment

Kirk moved, Calvert seconded a motion to adjourn the meeting at 11:58 p.m. All voted "yes." Motion carried.

Respectfully submitted,

Becky Koosman
City Clerk

**Minutes
Minnetonka City Council
Monday, March 8, 2021**

1. Call to Order

Mayor Brad Wiersum called the meeting to order at 6:31 p.m.

2. Pledge of Allegiance

All joined in the Pledge of Allegiance.

3. Roll Call

Council Members Susan Carter, Deb Calvert, Bradley Schaeppi, Kissy Coakley, Brian Kirk, Rebecca Schack and Brad Wiersum were present.

4. Approval of Agenda

Kirk moved, Schack seconded a motion to accept the agenda with addenda to Items 6.A and 10.C. All voted "yes." Motion carried.

5. Approval of Minutes:

A. February 8, 2021 special meeting

Calvert moved, Kirk seconded a motion to approve the minutes, as presented. All voted "yes." Motion carried.

B. February 8, 2021 regular meeting

Calvert requested a change to the minutes on Page 13, at the top of the page noting it should read she was a fan of Mapping Prejudice.

Calvert moved, Kirk seconded a motion to approve the minutes, as amended. All voted "yes." Motion carried.

6. Special Matters:

A. Boards and Commissions interviews – Senior Advisory Board

Wiersum stated the first candidate to be interviewed was Setara Barukzoy. He asked Ms. Barukzoy to tell the council a little bit about herself.

Ms. Barukzoy stated she was a mother of two young boys and was married. She noted she recently moved to Minnetonka last August. She discussed how COVID had impacted her family. She noted she recently graduated from the Mitchell School of Law and sat for the bar recently. She indicated her family is from Afghanistan.

He asked what makes Minnetonka's mission or vision powerful.

Ms. Barukzoy commented what stands out to her the most is the two juxtaposing sentiments that Minnetonka makes space for everyone while also preserving the charm that is Minnetonka. She believed these two ideas were very interesting and necessary to achieving a community that welcomes diversity and meets the needs of a diverse community while also maintaining the identity of the community.

Wiersum questioned how the board or commission's purpose aligns with her interests and expectations.

Ms. Barukzoy explained her family is from Afghanistan and what is true in her culture (as well as many others), is the idea that elders are revered. She stated elders are not simply cared for out of a duty but rather it is something you do out of respect. Elders are cherished and the care is personal. She indicated when she was in law school there are many senior communities that are not treated very well. She stated this did not sit well with her which led her to have an interest in elder law. She indicated it would be a great honor for her to work with elders and to bring this same level of respect to Minnetonka.

Wiersum asked what the most challenging aspect was of an increasingly diverse community.

Ms. Barukzoy stated the obvious is that cultural differences are harder for some community members to understand than others. She explained this misunderstanding can lead to fear and fear is the greatest way to break up a community. She commented when fear rears its ugly head, and brings hostility towards diverse members of the community; it leads to people feeling unwelcome. She indicated another challenge was that as a community grows and becomes more diverse, there has to be some ways that we adapt and grow and change as a community. Often times this happens in classrooms, or through inclusion in decision making at a government level, different recreational programming to take into account different cultural diversity and law enforcement training. She stated there was a lot of growth and consideration that comes with a diverse community.

Wiersum asked when it comes to senior programming during the pandemic, are there ways the city could better support the senior community and post pandemic are there areas of focus the city should address.

Ms. Barukzoy stated when she thinks about the pandemic her first thought was about trying to connect with her father in law over Zoom. She explained it was critical to connect, but this connection was also critical for senior citizens for mental health purposes. She indicated it was hard for her father in law to figure out, which was a barrier and made him very isolated. She commented there was a technological barrier that needs to be tackled. At a minimum, easy tech classes should be available to educate seniors on the use of iPads, Skype, and Zoom. She stated the city could also work to make sure every senior citizen has access to these apps. She noted transitioning to retired life can be difficult and there are many different phases. She suggested the city focus on this transition to ensure the elderly are transitioning into their best life. She recommended more diverse senior community programming be considered in order to be more inclusive.

Wiersum questioned if there were any other boards or commissions she would like to serve on.

Ms. Barukzoy stated she did not have enough information about what other openings there were. She noted she had an interest in the sustainability commission.

Wiersum thanked Ms. Barukzoy for her time and discussed the timeline for the senior advisory commission appointments. He noted the last person being interviewed was Thomas O'Connor. He asked Mr. O'Connor to tell the council a little bit about himself.

Mr. O'Connor stated he was 78 years old and lives in Minnetonka not too far from the government center. He indicated he has lived in Minnetonka since 1994. He stated he would be glad to help this community.

Wiersum asked what makes Minnetonka's mission or vision powerful.

Mr. O'Connor stated he did not understand this.

Wiersum read the mission and vision statements in full for the record.

Mr. O'Connor explained he would sure like to help.

Wiersum questioned how the board or commission's purpose aligns with his interests and expectations.

Mr. O'Connor indicated he was a senior that lives in Minnetonka and he wanted to do what he could to help.

Wiersum asked what the most challenging aspect was of an increasingly diverse community.

Mr. O'Connor stated being honest with everyone.

Wiersum asked when it comes to senior programming during the pandemic, are there ways the city could better support the senior community and post pandemic are there areas of focus the city should address.

Mr. O'Connor commented he has not been involved at the senior center. He stated he would like to see the city address whatever is healthy for people.

Wiersum asked Mr. O'Connor what he likes best about living in the city of Minnetonka.

Mr. O'Connor stated he likes the woods, the house he lives in and the people he is around.

Wiersum thanked Mr. O'Connor for his time and discussed the timeline for the senior advisory commission appointments.

7. Reports from City Manager & Council Members

City Manager Geralyn Barone reported on upcoming city events and council meetings.

Coakley stated on Thursday, March 4, 2021 she attended a rally for the Minnetonka Coalition for Equitable Education with Police Chief Boerboom at the District Service Center. She believed this rally was well done and she appreciated the support that was offered by the community at this event.

Carter explained she didn't want to step on toes and noted she understood the school district and the school board had their own purview. She reported as a resident she escalated her concerns to the school board and to the superintendent. She spoke to parents of students in the district that came out on Thursday in support of the goal of the school board for inclusivity and inclusive curriculum, to continue to use their voice. She encouraged the council to continue to galvanize their own efforts as city councilmembers. She wanted to see the council taking action towards the city's strategic vision not just in word but indeed. She wanted to see the council embracing all the lenses possible to put equity at the center of what is done. She encouraged the council to stay focused and centered on its goals.

Kirk reported he attended the rally on Sunday, for the same purpose Councilmember Coakley described. He commented on the importance of the LGBTQ community, when considering diversity and inclusion.

Calvert stated she appreciated the statements from Councilmember Coakley, Councilmember Carter and Councilmember Kirk. She indicated she was not able to attend the rally but she was happy the city council was represented. She wanted all children to feel valued and worthy.

Calvert wished everyone a Happy International Woman's Day.

Calvert explained she attended the National League of Cities event virtually noting she attended the Energy, Environment and Natural Resources Committee meeting yesterday with several representatives from the new administration. She appreciated the new administrations commitment to the environment and natural resources. She commented further on the sessions she would be attending for this event. She discussed how equity permeated every discussion she had.

Schack thanked the council for being present at the recent rallies and spoke to how valuable participation was in the National League of Cities. She explained it was difficult to not be in Washington DC this year. She commented further on the sessions she had attended and would be attending.

Wiersum discussed the work that had been done for the city's diversity, equity and inclusion task force, noting invitations had been sent to people. He anticipated a very broad and diverse group would be created.

Wiersum commented on the sessions he had attended for the National League of Cities conference. He stated he appreciated all of the things he learned at this conference every year.

8. Citizens Wishing to Discuss Matters not on the Agenda: None

9. Bids and Purchases:

A. Bids for the Excelsior Boulevard Trail – Phase II (Kinsel Road to I-494)

Public Works Director Will Manchester gave the staff report.

Kirk stated he has been a regular user of the Phase I Trail. He discussed how Phase II would be an important connection in the city and noted he supported this project moving forward.

Kirk moved, Calvert seconded a motion to award the contract and approve agreements. All voted "yes." Motion carried.

10. Consent Agenda – Items Requiring a Majority Vote:

Calvert stated she would like to pull Item 10.C.

Coakley indicated she would like to pull Item 10.D.

A. Resolution designating Cartway Lane as a Municipal State Aid street

Schack moved, Calvert seconded a motion to adopt Resolution 2021-018. All voted "yes." Motion carried.

B. Resolution for the cooperative agreement for the Trunk Highway 7 and Hopkins Crossroad project

Schack moved, Calvert seconded a motion to adopt Resolution 2021-019. All voted "yes." Motion carried.

C. Resolution approving preliminary and final plats of EVERGREEN ORCHARD ESTATES, a two lot subdivision at 3811 Baker Road

This item was pulled for further discussion.

D. Funding Agreements for Metropolitan Council Local Housing Incentives Account (LHIA) funds for Homes Within Reach

This item was pulled for further discussion.

C. Resolution approving preliminary and final plats of EVERGREEN ORCHARD ESTATES, a two lot subdivision at 3811 Baker Road

Calvert stated she had several questions on this item noting she had a hard time hearing the planning commission meeting. She asked what the rationale for having one lot significantly larger than the other. She indicated the subdivision would remove 43% of the significant trees, but noted the developer stated there would be no loss of mature trees. She requested clarification from staff on this matter. City Planner Loren Gordon explained the applicant was talking about trees that were more desirable from their standpoint and a comment was made about black oaks. He reported black oaks were high priority trees, but were not desirable to the applicant. He indicated the two high priority trees would remain on the lot and stated 14 significant trees would be impacted, which was 43%. He addressed the lot width question stating the significant tree on the west side of

the east lot falls down the property line and in order to save this tree, the lot lines were adjusted.

Schack moved, Kirk seconded a motion to adopt Resolution 2021-020 approving the preliminary and final plats. All voted "yes." Motion carried.

D. Funding Agreements for Metropolitan Council Local Housing Incentives Account (LHIA) funds for Homes Within Reach

Coakley asked if Minnetonka is the fiscal agent for the West Hennepin Land Trust can the city request WALT to make sure the program is equitable. She wanted to see better education in place to inform new homeowners what it meant to give up the equity in their home in order to live in Minnetonka. Community Development Director Julie Wischnack explained the grant was for creating or preserving affordable owner occupied units for the city. She indicated this was a multi-community grant and Minnetonka acts as the pass through agent for these dollars. She stated even though the city was the fiscal agent for these dollars, that did not mean the city could control the organizational function. She reported the council could consider this further and did not have to accept the grant. She stated staff was recommending approval.

Carter questioned if Councilmember Coakley had concerns about equitable treatment with WALT.

Coakley commented she was speaking not just as an individual, but also for other residents who do not fully understand the program. She explained individuals don't realize how much equity they are giving up. She stated only getting 30% of the equity was not the same as if you owned the house outright. She didn't feel it was right to have individuals paying full property taxes and then not reaping the full reward when the home sells. She indicated not having first time homebuyers fully understanding this program was a concern to her.

Wiersum requested further information on what is done or should be done in terms of educating homebuyers. Wischnack explained there is education prior to purchase and she understood Councilmember Coakley believed this should be strengthened. She discussed the information available on the website noting the equity cap was addressed. She commented the intent of the program was to keep the home affordable long term.

Schaeppi stated he recalled having this conversation several months ago. He indicated he would like to suggest staff follow up with the council to lay out how this organization was educating people at the time of purchase.

Schack explained she appreciated this conversation and suggested this topic be brought to a future study session.

Carter concurred a deeper study should be conducted at a future study session meeting.

Wiersum agreed and suggested the director of Homes Within Reach be invited to this meeting.

Calvert moved, Carter seconded a motion to approve the agreements. Calvert, Schaeppi, Kirk, Schack, Carter, and Wiersum voted "yes." Coakley voted "no". Motion carried.

11. Consent Agenda – Items requiring Five Votes: None

12. Introduction of Ordinances:

A. Ordinance amending city code 820.035, subdivision 1(a), regarding health and safety standards

Community Development Director Julie Wischnack gave the staff report.

Kirk moved, Calvert seconded a motion to introduce the ordinance. All voted "yes." Motion carried.

B. Minor change to sustainability commission membership language

City Manager Geralyn Barone gave the staff report.

Kirk stated it was a shame the city didn't have a high school student appointed, but he understood the reasons. He appreciated the flexibility staff was proposing within this ordinance amendment.

Coakley commented she was looking forward to trying to find a high school student added to this group next year.

Calvert indicated she appreciated the flexibility staff was proposing within this ordinance amendment. She stated she supported the proposed language and recommended a high school student be pursued for the sustainability commission in 2022.

Schaeppi explained he was struggling with this item. He questioned if the rule should be changed now, knowing what the council knows. He recommended the council follow through with what was voted on and work to find the right person for the sustainability commission.

Schack agreed with Councilmember Schaeppi in concept, however, she did not believe it was right to appoint two people to the position and ask which one wanted to be removed. She believed staff's recommendation was a reasonable fix with the understanding the council can focus on appointing a high school student in 2022. She discussed how it would be great to have continuity for students serving from high school on into college.

Wiersum reported the people to blame for the mistake that was made was the city council. He explained he appreciated the solution being proposed by staff as it was making the best of a less than ideal situation.

Kirk moved, Calvert seconded a motion to introduce the ordinance. All voted "yes." Motion carried.

13. Public Hearings: None

Wiersum recessed the city council meeting.
Wiersum reconvened the city council meeting.

14. Other Business:

A. Items concerning Minnetonka Station, a multi-family residential development at 10400, 10500, and 10550 Bren Road East:

- 1) Major amendment to an existing master development plan;**
- 2) Site and building plan review; and**
- 3) Preliminary and final plats**

City Planner Loren Gordon gave the staff report.

Schaeppi requested further information from staff on how much would be paid in park dedication fee. Community Development Director Julie Wischnack explained the developer would have to pay \$1,375,000 in park dedication fees. She discussed the trail that would be installed within the development and noted some sort of credit may be made for this amenity given the fact it was over and above the required improvements.

Scott Richardson, representative for the applicant, thanked the council for their time. He stated he was looking forward to completing a top-notch project in the City of Minnetonka, in addition to providing affordable housing units in the community. He noted BKV Group Architects had a presentation for the council.

Mike Krych, BKV Group Architects, thanked staff for their assistance with this project. He then provided the council with a presentation on the proposed multi-family residential development that was located within Opus. He explained the site was within the yellow trail scenic loop and was one block from the Opus light rail transit station. The key way finders within Opus were noted. He described how the building was shifted to the west in order to create a greater buffer. The proposed landscaping and public art was discussed in further detail, along with updated building renderings. It was noted this would be a four sided building with amenities.

Jon Commers thanked the council for their consideration. He thanked staff for all of their feedback and assistance over the past several months.

Coakley thanked the applicant for the presentation. She indicated this was a very beautiful building. She questioned if the building would be available to those in wheel chairs or have a disability. Mr. Krych explained he was required by Minnesota state codes to provide accessible units along with equal access to the site amenities. He reported there would be a certain percentage of dedicated units for individuals in wheel chairs.

Schaeppi stated this was a great project and he appreciated the look and feel of this building. He anticipated this development could have more bicycles than was being estimated. He asked if solar panels would be part of this project. Mr. Krych reported this was in the plans and was being priced out at this time.

Kirk commented he has listened to this presentation several times. He understood the developer had a lot invested in this project. He believed the developer was setting the bar high through this building. He questioned what the expectations were that the proposed art and architecture would be completed in this project. Mr. Richardson explained nothing has changed on his end and he was committed to the art wall because this was an important aspect of the project. He indicated he was committed to doing some level of solar and was working with experts to find what the right amount would be. He stated he cared about the appearance of the building from all four sides.

Kirk questioned what the process would be to better understand the nature of the art that would be installed. Wischnack commented this was private property and the property owner would be the decision maker on whether or not the art was installed. She noted staff could provide input, but explained there was no city ordinance in place that required public art.

Calvert stated she does not generally like urban architecture, but appreciated the proposed building, the art, landscaping and sustainability efforts. She encouraged the developer to have some sort of green wall along with the solar.

She appreciated the fact that the developer was meeting the city more than half way. She indicated she supported the proposed project.

Wiersum stated he really liked the utilization of the drop downs and outdoor spaces within this development. He indicated this was a very attractive building.

Calvert moved, Kirk seconded a motion to adopt Ordinance 2021-03 and Resolution 2021-021 approving the master development plan amendment, final site and building plans, and plats. All voted "yes." Motion carried.

B. Interfund loan for the advance of certain costs in connection with a tax increment financing district to be created within Development District No. 1 in Opus

Community Development Director Julie Wischnack gave the staff report.

Coakley asked if the TIF District that would be created would have any affordable housing units at 30% AMI. Wischnack reported this project would not have any units at 30% AMI, but she was hopeful this would occur in future projects. She reported tax credits and TIF were both needed to support 30% AMI units. She indicated this developer would have 10% of the units at 50% AMI. She noted individuals with HUD vouchers could live in any of these projects.

Schack discussed how the Mariner project came together and then financially fell apart. Wischnack commented on how difficult it was to get tax credits for housing projects and then to pull together the remainder of the project financing. She stated there was a great need for affordable housing in the metro area which meant the tax credits were extremely difficult to get.

Schaepfi requested comment from staff on who would be occupying the new 50% AMI units. Wischnack discussed who would typically be occupying the 50% AMI units.

Kirk moved, Calvert seconded a motion to adopt Resolution 2021-022. All voted "yes." Motion carried.

C. 2021 Assessment Report

City Assessor Colin Schmidt and Principal Appraiser Melanie Putz gave the staff report.

Wiersum thanked staff for the thorough and informative presentation.

Received the report.

D. Ordinance implementing ranked choice voting

City Attorney Corrine Heine gave the staff report.

Kirk commented it was his understanding there were no spending limitations or funding limitations for ballot issues.

Wiersum reviewed the contribution limits for election and nonelection years. He explained contributions on behalf of the ballot question favoring RCV was \$147,529.82, of that Fair Vote Minnesota contributed \$144,478.82. He reported this meant 98.5% of the money spent on RCV came from outside of Minnetonka from an organization that gets its money from unknown sources. He stated this was not illegal for a ballot question, but would not be allowed for a city council candidate. He noted the limit was \$600 for any one entity in an election year. He indicated he was troubled by the fact an outside entity came in and influenced local election issues. He stated he believed in local control and with the contributions made by Fair Vote Minnesota, this was not local control. He commented he thought this was illegal, but it turns out it is not. He appreciated the fact the city had identified what would be allowed, with respect to contributions, for candidates and ballot issues. He explained he was not arguing the results from the recent election as he understood the majority of Minnetonka residents supported RCV.

Kirk moved, Schack seconded a motion to adopt Ordinance 2021-04. All voted "yes." Motion carried.

15. Appointments and Reappointments:**A. Appointment of Advisors for the 2021 Local Board of Appeal and Equalization**

Wiersum reviewed the individuals that would be appointed to the 2021 local board of appeal and equalization.

Schack moved, Calvert seconded a motion to approve appointment of advisors. All voted "yes." Motion carried.

16. Adjournment

Calvert moved, Kirk seconded a motion to adjourn the meeting at 9:47 p.m. All voted "yes." Motion carried.

Respectfully submitted,

Becky Koosman
City Clerk

City Council Agenda Item #9A
Meeting of Mar. 22, 2021

Brief Description: Bids for the Ridgedale Area Park Improvements Project

Recommended Action: Reject all bids

Background

In 2012, the city completed a village center study for the Ridgedale area that identified the need for a new park/community gathering space to address a park space deficiency, keep the area vibrant and successful and catalyze additional development and public realm improvements. As part of an adjacent development project, the city was able to acquire land for Ridgedale Commons in an underused portion of the Ridgedale Mall parking area and begin planning park improvements. The project is included in the 2020-2024 Capital Improvements Program (CIP) at a total cost of \$6,655,000 in two phases: Phase one included site improvements such as a plaza, ground fountain, garden areas, a large lawn space and public art. Phase two included a park building with restrooms and a warming house/programmable space and a refrigeration system for an ice rink within the plaza area.

During discussion of the 2021-2025 CIP at the May 11, 2020 study session, the council indicated its willingness to include the park building in the bid package for Phase I of the Ridgedale Commons park improvement. The bid package also included improvements to nearby Crane Lake Preserve, which is included in the 2019-2023 CIP at a cost of \$250,000. At the time, staff was optimistic that the expanded project could be completed within the budget for the original project, based upon favorable bids recently received and based upon indications that the pandemic might spur a competitive marketplace. At the January 25, 2021 regular council meeting, the city council approved the project and authorized staff to solicit bids.

Bid Opening

Bids were opened for the project on March 1, 2021. Although over 20 contractors requested copies of the bid packages, only two bids were received, and the results are as follows:

	Item Description	Architect Estimate	Ebert Construction	Pember Companies, Inc.
Base Bid Total:		\$5,680,000.00	\$6,688,000.00	\$6,728,164.76
	Site Improvements - Ridgedale Commons	\$4,326,500.00	\$4,685,000.00	\$4,913,047.77
	Park Building - Ridgedale Commons	\$1,155,500.00	\$1,560,000.00	\$1,533,521.67
	Site Improvements & Park Shelter - Crane Lake Preserve	\$198,000.00	\$443,000.00	\$281,595.32
Bid Add Alternates Total:		\$308,500.00	\$347,000.00	\$475,595.00
	Fire Feature Type 01 - Corten Steel Tube Lanterns	\$101,000.00	\$73,900.00	\$133,200.00
	Add alt removed via addendum #4	\$0.00	\$0.00	\$0.00
	Wall Type 07 (WL-07) Stone Wall at Rivulet	\$75,000.00	\$67,800.00	\$121,350.00
	Wall Type 02 (WL-02) Precast Tiered Seating at Rivulet	\$49,000.00	\$29,900.00	\$42,000.00
	Fence Type 01 (FE-01) Steel Louvre Fence at Fountain	\$48,500.00	\$144,400.00	\$134,000.00
	Extended Landscape Maintenance (2 years)	\$35,000.00	\$31,000.00	\$45,045.00
Bid Total:		\$5,988,500.00	\$7,035,000.00	\$7,203,759.76

Because the bids received significantly exceed the project's construction budget, staff recommends that the council reject all bids. After the receipt of bids, staff reviewed the proposed construction methods, materials, and timeframes, and also contacted bidders and plan holders to determine how project costs might be reduced. Based on the discussions with these companies, it appears the method of project bidding, the timing of bidding and the complexity of the project scope affected some companies in their decision not to submit proposals.

City staff are evaluating moving the project forward using a construction manager-contractor process. In conjunction with city staff and the architect, a construction manager can assist in reviewing the project plans for potential cost saving methods. The city would again solicit competitive bids for the project construction. The construction manager oversees the work of the contractor(s) throughout construction, providing additional project management resources for city staff. The construction manager form of contracting is commonly used by cities and counties, including Minnetonka for the police and fire facility project.

Staff feels that by utilizing a construction manager, simplifying the bidding process, revising the scope of the project, material selection, and schedule, it will potentially allow a future reduction in costs to the city. However, staff will likely request an amendment to the 2021-2025 Capital Improvement Program (CIP) and the project will be rebid for construction to begin this summer and be complete by summer 2022.

Estimated Schedule

The following schedule is preliminary and subject to change:

- Staff and architect interview companies for construction manager (CM) services – Spring 2021
- Staff recommends CM contract for council approval – Spring 2021

- Staff, architect and CM review and revise bid documents – Spring 2021
- Advertise for bids – Spring/Summer 2021
- Council awards contract(s) for construction – Summer 2021
- Estimated construction start- Summer 2021
- Estimated completion – Summer 2022

Recommendation

Reject all bids for the Ridgedale Park Improvements, project No. S19212.

Submitted through:

Geralyn Barone, City Manager
Kelly O'Dea, Recreation Director
Darin Nelson, Finance Director
Julie Wischnack, AICP, Community Development Director
Corrine Heine, City Attorney

Originated by:

Carol HejlStone, Park and Trail Planner

City Council Agenda Item #10A
Meeting of Mar. 22, 2021

Brief Description: Resolution for the Excelsior Boulevard Storm Sewer Improvement Project

Recommended Action: Adopt the resolution

Introduction

The City of Minnetonka has a long history of valuing and protecting water resources, including lakes, creeks, wetlands and groundwater. The city's Water Resources Management Plan includes specific goals for protecting and enhancing water resources while balancing the infrastructure and development needs of the city. The city's Capital Improvements Program (CIP) includes projects to address water protection and maintain our existing stormwater infrastructure.

Background

Hennepin County is planning a mill and overlay improvement on Excelsior Boulevard in 2022 and has requested Minnetonka complete any needed utility maintenance projects in advance of their road improvement work. The city is aware that the existing storm sewer outlet from Wing Lake has reached the end of its useful life and is in need of replacement. This outlet pipe is located on the south side of Wing Lake and is a critical connection to the storm sewer system upstream and downstream of Wing Lake.

Hennepin County also owns two storm sewer pipes in the same area of Excelsior Boulevard that are in need of replacement. Due to the close proximity of these storm sewer pipes and in an effort to reduce costs for both agencies while also limiting disturbance to residents, a joint project between Hennepin County and Minnetonka is planned.

Replacement of the pipes allows both agencies to size pipes based on the most current rainfall data and per the city's Water Resources Management Plan. A one-week closure of Excelsior Boulevard is expected during the storm sewer installation. A detour will be provided and access to properties will be maintained during construction.

A virtual informational meeting was held on Feb. 23, 2021, and one resident out of 38 invited properties attended the meeting. At the meeting, staff presented the layout of proposed storm sewer improvements and discussed that the project will require some impacts to driveways, landscaping, and require limited tree removal. The resident was supportive of the project.

Estimated Project Costs and Funding

The total estimated construction cost, including engineering, administration and contingency, is \$450,000. This project is included in the 2021 – 2025 Capital Improvements Program (CIP) as part of the Storm Sewer Risk Assessment projects, funded by the Storm Water Fund. The budgeted amount for the project is shown below. Fund balances currently can support the estimated project costs. Final funding is based on bids and will be included in an agreement with Hennepin County that will be considered by council at the time of the award of the contract. The project will be led by Minnetonka, and Hennepin County will reimburse Minnetonka for their portion of the project per the agreement.

	Budget Amount	Proposed Funding	Expense
Construction Costs			\$345,000
Contingencies			\$40,000
Engineering, Administration, and Indirect Costs			\$65,000
City of Minnetonka			
Storm Sewer Fund	\$250,000	\$250,000	
Hennepin County	\$200,000	\$200,000	
Total Budget	\$450,000	\$450,000	\$450,000

Schedule

If the recommended actions are approved by council, staff is currently planning to open for bids in April with intentions of council consideration to award the contract following. Construction would be scheduled to be completed in 2021 prior to the county beginning their road work in 2022.

Recommendation

Adopt the attached resolution accepting plans and specifications, and authorizing the advertisement for bids for the Excelsior Boulevard Storm Sewer Improvement Project.

Submitted through:

Geralyn Barone, City Manager
Darin Nelson, Finance Director
Will Manchester, PE, Director of Public Works
Phil Olson, PE, City Engineer
Chris Long, PE, Assistant City Engineer

Originated by:

Sarah Schweiger, PE, Water Resources Engineer

Resolution No. 2021-XXX

**Resolution accepting plans and specifications and authorizing the advertisement for bids
for the Excelsior Boulevard Storm Sewer Improvement Project**

Be it resolved by the City Council of the City of Minnetonka, Minnesota as follows:

Section 1. Background.

1.01. Plans and specifications have been prepared by or under the direction of the city engineer, who is a Licensed Professional Engineer in the State of Minnesota, for the Excelsior Boulevard Storm Sewer Improvement Project.

1.02. The plans and specifications for the construction of the aforementioned project have been presented to the city council for approval.

Section 2. Council Action.

2.01. The plans and specifications, copies of which are on file with the engineering department, are hereby accepted upon the recommendation of the city engineer.

2.02. The city clerk shall prepare and cause to be inserted in the official newspaper and in Finance & Commerce an advertisement for bids for the making of such improvements under such approved plans and specifications. The advertisement shall specify the work to be done, shall state that bids will be opened and read aloud at the Minnetonka City Hall, that all bids must be made online at the QuestCDN bidding site, and that no bids will be considered unless accompanied by bid security in the amount of five (5) percent of the amount of the bid, which security must be submitted as required by the contract documents.

Adopted by the City Council of the City of Minnetonka, Minnesota, on March 22, 2021.

Brad Wiersum, Mayor

ATTEST:

Becky Koosman, City Clerk

ACTION ON THIS RESOLUTION:

Motion for adoption:

Seconded by:

Voted in favor of:

Voted against:

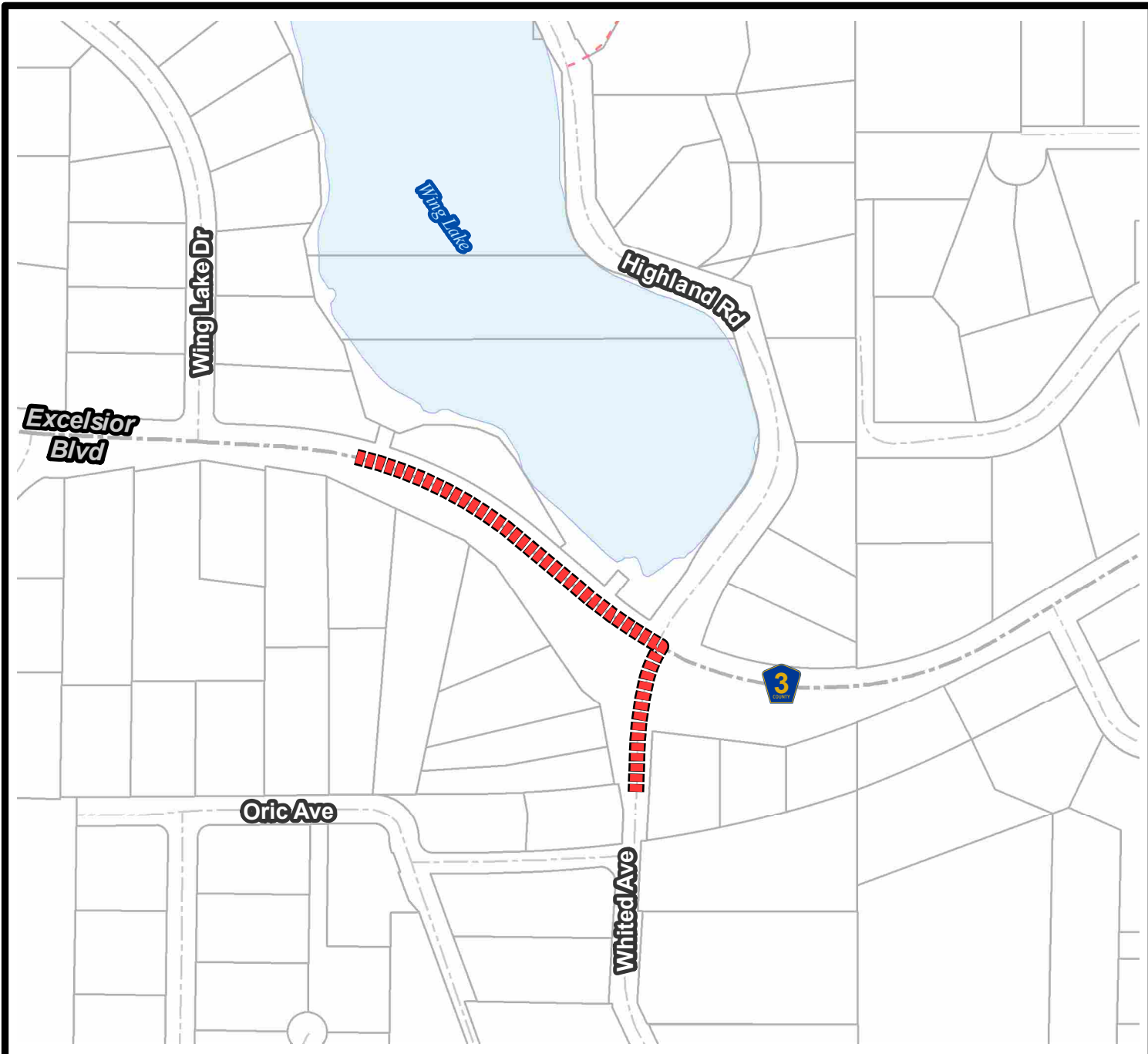
Abstained:

Absent:

Resolution adopted

I hereby certify that the foregoing is a true and correct copy of a resolution adopted by the City Council of the City of Minnetonka, Minnesota, at a meeting held on March. 22, 2021.

Becky Koosman, City Clerk

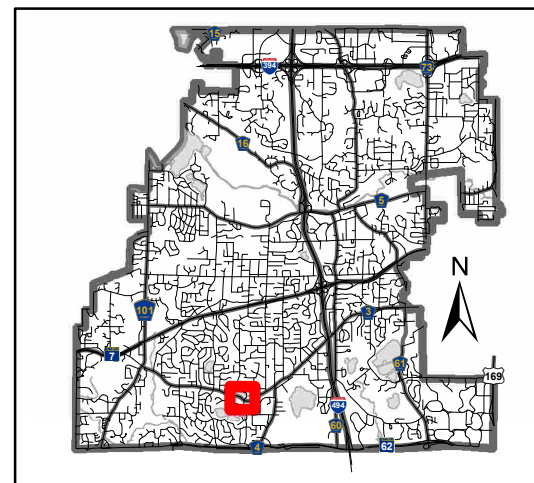


Excelsior Boulevard Storm Sewer Improvement Project

■■■■■■ Project Area



CITY OF
MINNETONKA



This map is for illustrative purposes only.

2021 Storm Sewer Risk Assessment Projects

Funding Sources		Proposed Funding		Balance
	2021 CIP	Excelsior Storm Imp.	Shady Oak Outlet	
Storm Sewer Fund	\$ 750,000	\$ 250,000	\$ 500,000	\$ -
Hennepin County Cost Share	\$ 200,000	\$ 200,000	-	\$ -
Total Project Cost	\$ 950,000	\$ 450,000	\$ 500,000	\$ -

City Council Agenda Item #10B
Meeting of Mar. 22, 2021

Brief Description: Collective Bargaining Agreement between the City of Minnetonka and Law Enforcement Labor Services, Inc. – Police Sergeants

Recommended Action: Approve the agreement

Background

LELS represents the city's eleven police sergeants. The term for the current three-year collective bargaining agreement (CBA), or more commonly referred to as labor agreement, with Law Enforcement Labor Services, Inc. (LELS) – Police Sergeants expired on December 24, 2020. State law requires the terms and conditions of the current contract to remain in full effect until a new agreement is reached.

City staff and LELS representatives have reached tentative agreement on a new three-year CBA for 2021 – 2023. The union employees voted to ratify the new terms and conditions, and the city council is requested to approve it.

The most notable changes to the new CBA are described below, and all amendments are located in the attached labor agreement.

Article 10 – Additional Hours, Overtime, and Compensatory Time

The parties agreed to add section 10.4, Compensatory Time, to the contract. There has been a long standing practice as it relates to employees accruing and using compensatory time and now it is reflected in the contract.

Article 26 – Severance Policy

The city and the union have clarified the percentage of severance accruals for eligible employees that will be paid directly to a retiree health savings plans (RHSP). This provision does not add any cost to the city; rather, it better defines where and how an employee's severance will be distributed. This clarity in the contract eliminates the need for a Memorandum of Agreement (MOA) between the parties that had previously existed.

Article 19- Insurance

There are no changes to the employee's monthly cafeteria benefits program in 2021. The health insurance portion of the contract remains open for negotiating 2022 and 2023 contributions.

For 2021, the city's monthly contribution toward an employee's benefits program is one thousand sixty (\$1,060) for those electing Single Coverage; one thousand two hundred seventy five (\$1,275) for Employee plus Spouse Coverage; one thousand four hundred (\$1,400) for Employee plus Child(ren) Coverage; or one thousand four hundred ninety (\$1,490) for Family Coverage. This is consistent with other city employee groups.

Appendix A – Wages

The contract language reflects the methodology discussed with the city council during the closed session on November 30, 2020. For the police sergeants there is a shift in calculating the annual adjustments from using the median actual pay in our comparable market cities to using the median of the range maximum. This is now consistent with the current police officer contract as well as non-union employees.

Based on the new calculation the police sergeants will receive an 8.35% increase in 2020. For each year of the contract, wages will be based on the higher amount of either the base pay adjustment on the top of the wage range or the annual market rate adjustment. In 2022 and 2023, the base wage increase is 2.00% each year plus any applicable market adjustments.

The city and union also tentatively agreed to add an additional step to the wage scale. This new step, Step 5, will be 1% higher than Step 4. The officer's contract has 5 steps, so this provides internal consistency with the officers. Also, this step addresses compression concerns between officer pay and sergeant pay.

Recommendation

The city council is requested to approve the 2021 – 2023 collective bargaining agreement between the City of Minnetonka and Law Enforcement Labor Services, Inc. – Police Sergeants. This agreement allows the city to maintain a competitive salary and benefit package, focus on retaining, recruiting and training officers with high levels of experience and training, as well as preserve consistent benefit offerings across employee groups.

Submitted through:
Geraldyn Barone, City Manager

Originated by:
Mike Funk, Assistant City Manager

LABOR AGREEMENT

BETWEEN

CITY OF MINNETONKA
MINNETONKA, MN

AND

LAW ENFORCEMENT LABOR SERVICES, INC.

Representing
POLICE SERGEANTS



December 25, 2020 through December 21, 2023

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LABOR AGREEMENT
between
CITY OF MINNETONKA
and
LAW ENFORCEMENT LABOR SERVICES, INC.

ARTICLE 1 - PURPOSE OF AGREEMENT

This Agreement is entered into between the City of Minnetonka, hereinafter called the EMPLOYER, and Law Enforcement Labor Services, Inc. representing the Minnetonka Police Sergeants hereinafter called the UNION.

It is the intent and purpose of this Agreement to:

- 1.1 Assure sound and mutually beneficial working and economic relationships between the parties hereto;
- 1.2 Establish procedures for the resolution of disputes concerning this Agreement's interpretation and/or application;
- 1.3 To set forth herein the basic and full agreement between the parties concerning rates of pay, hours, and other conditions of employment.

The EMPLOYER and the UNION through this Agreement shall continue their dedication to the highest quality police service and protection to the residents of Minnetonka. Both parties recognize the Agreement as the pledge of this dedication.

ARTICLE 2 - RECOGNITION

The EMPLOYER recognizes the UNION as the exclusive representative under Minnesota Statutes, Section 179A.03, Subd. 8, for all Police Sergeants and Communications Manager. The UNION agrees that it does not represent the Chief, the Captains or any other supervisory or confidential employees.

ARTICLE 3 - DEFINITIONS

- 3.1 Union means Law Enforcement Labor Services, Inc. representing the Minnetonka Police Sergeants.
- 3.2 Employee means a member of the bargaining unit as defined in Article II.
- 3.3 Department means the Minnetonka Police Department.
- 3.4 Employer means the City of Minnetonka.
- 3.5 Chief means the Chief of the Minnetonka Police Department.
- 3.6 Compensatory Time means time off in lieu of pay.

- 3.7 Emergency means a situation or condition as so defined by the Chief.
- 3.8 Union Officer means officers elected or appointed by the Teamsters Local No. 320.
- 3.9 Basic Monthly Rate means the employee's monthly rate of pay or salary exclusive of any incentive, special or overtime pay.
- 3.10 Scheduled Work Day means a consecutive work period, including rest breaks and lunch breaks.
- 3.11 Shift means an employee's scheduled work days and days off.

ARTICLE 4 - DISCRIMINATION

Neither the EMPLOYER nor the UNION shall discriminate against any employee covered by the Agreement because of the employee's membership or non-membership in the UNION.

ARTICLE 5 - EMPLOYER SECURITY

The UNION agrees that during the life of this Agreement they will not cause, encourage, participate in or support any strike. Violations of the Article shall be grounds for disciplinary action up to and including discharge without recourse to the Grievance Procedure of this contract.

ARTICLE 6 - EMPLOYER AUTHORITY

The EMPLOYER and the UNION agree that certain hours, salaries and conditions of employment are established by City ordinances, City resolutions, and rules and regulations of the Minnetonka Police Department. This Agreement supplements hours, salaries, and other conditions of employment to the extent to which they are not in conflict. If in conflict, the law, ordinance, resolution or rule or regulation shall prevail.

The EMPLOYER retains the full and unrestricted right to operate and manage all manpower, facilities, and equipment; to establish functions and programs; to set and amend budgets; to determine the utilization of technology; to establish and modify the organizational structure; to select, direct and determine the number of personnel; to establish work schedules, and to perform any inherent managerial functions not specifically limited by this Agreement.

Any terms and conditions of employment not specifically established or modified by this Agreement shall remain solely within the discretion of the EMPLOYER to modify, establish or eliminate.

ARTICLE 7 - SPECIAL MEETINGS

The EMPLOYER and the UNION agree to meet and confer on matters of interest to both parties upon the request of either party. Special meetings shall be held within ten (10) calendar days after receipt of the request. Employee representatives of the UNION will not be paid extra compensation, if the meeting is called by the UNION.

ARTICLE 8 - HOURS OF WORK

- 8.1 The sole authority for work schedules is the EMPLOYER.
- 8.2 The normal work week in the Police Department is an averaged forty (40) hours.

ARTICLE 9 - WAGES AND SALARIES

- 9.1 During the term of this Agreement, the EMPLOYER shall pay to members of the UNION wages in accordance with the salary schedule attached as Exhibit A.
- 9.2 Employee assignments are made at the sole discretion of the Chief of Police. Employees in the following assignment shall be paid a differential as follows:

Sergeant assigned to the Investigative Division \$290/month

An employee assigned special duties under the Professional Development Program and who is no longer eligible for holiday pay pursuant to Article XIV, Sections 14.1 and 14.3 of this Agreement shall be paid a differential of \$290/month for the duration of the assignment unless otherwise specified in this Agreement.

ARTICLE 10 - ADDITIONAL HOURS, OVERTIME AND COMPENSATORY TIME

- 10.1 Except as specified in the Labor Agreement, the Police Sergeant pay rates established in Exhibit A include compensation for overtime, call back time, standby time and management duties.
- 10.2 Employees may be compensated for special off duty details at a rate of one and one-half (1-1/2) times the base hourly rate of pay.
- 10.3 Effective July 1, 1996, employees required by the EMPLOYER to work assigned supervisory coverage as an extension of their scheduled shift or as an additional shift for which no adjustment in the schedule is made will receive either compensation or compensatory time at a rate of one and one-half (1-1/2) times the base hourly rate of pay at the discretion of the employee.
- 10.4 Compensatory Time. Compensatory time may be banked in lieu of overtime payment and cashed out upon the Employee's request throughout the year with the last cash out available to be paid out on the last pay period end date in December. The maximum allowed to be carried over to the next year is forty (40) hours.

The employer may prohibit the use of compensatory time if it would unduly disrupt department operations.
- 10.5 COURT TIME. Employees who are required at the direction of the City Attorney, County Attorney, the Attorney General's Office, or other appropriate authority, to appear in court during off duty hours shall receive a minimum of two and one-half (2-1/2) hours of pay at one and one half (1-1/2) times their normal basic hourly rate of pay either in cash or in compensatory time, at the option of the employee.

Reporting early for a scheduled work day or an extension of a work day for court duty does not qualify for this minimum.

- 10.6 Employees who are required to stand by for court appearances shall receive a minimum of two and one-half (2-1/2) hours straight time either in cash or compensatory time, for all time they are directed to stand by. If notification of court cancellation is not given by 5:00 p.m. of the preceding business day, the employee will receive two and one-half (2-1/2) hours pay at their normal basic hourly rate of pay, either in cash or in compensatory time, at the option of the employee.
- 10.7 If a court appearance is required of an employee during the employee's off-duty time and the court appearance is canceled, the employee will be given a notice of cancellation by 5:00 p.m. of the preceding business day. If notification is not given by 5:00 p.m. of the preceding business day, the employee will receive two and one-half (2-1/2) hours pay at one and one-half (1-1/2) times their normal basic hourly rate of pay either in cash or in compensatory time, at the option of the employee.
- 10.8 CALL-BACK TIME. Employees who are called back to duty during off duty hours shall receive a minimum of two (2) hours pay at one and one-half (1-1/2) times their normal basic hourly rate of pay, either in cash or in compensatory time, at the option of the employee.

Employees called back for unscheduled, scheduled work day changes within a 48 hour period shall receive two (2) hours of pay at one and one-half (1-1/2) times their normal basic hourly rate of pay, either in cash or in compensatory time, at the option of the employee.

An extension of, or early reporting for, a scheduled work day, does not qualify for call-back time minimum if that time is paid as overtime.

ARTICLE 11 - UNIFORMS

- 11.1 Sergeant(s) assigned to the Investigative Unit:
 - A. Uniform allowances for the Sergeants assigned to the Investigative Unit, except if assigned only for training purposes, will be at the annual rate of nine hundred and fifty dollars (\$950).
 - B. Sergeant assigned to the Investigative Unit shall maintain a full uniform.
 - C. Clothing damaged in the line of duty, through no fault of the employee, shall be replaced or repaired by the EMPLOYER at the discretion of the Chief.
- 11.2 The City shall provide each Sergeant with a complete uniform and shall provide replacement for elements of the uniform as necessary. The components of the uniform, procedures for provision of the uniform and for replacement of the uniform shall be governed by policies established by the City. The City will also provide maintenance of the uniforms in accordance with policies established by the Department. These policies

may be modified at the City's discretion.

- 11.3 The EMPLOYER shall provide each employee with a City-owned approved service firearm and pay the cost of normal maintenance and repair of each employee's approved service weapon.

ARTICLE 12 - PERFORMANCE MANAGEMENT PROGRAM

Employees with one year of service shall receive performance pay as follows:

- 12.1 ORGANIZATIONAL MERIT PAY. The focus of the organizational MERIT pay is achievement of organization-wide goals as established by the City Council. On an annual basis, employees shall be awarded performance pay in the lump sum amount based on the grade achieved by the organization as follows: for a grade of 4.0, each employee will be awarded \$500; for a grade of less than 4.0, the award will be pro-rated based on the actual percentage achieved (e.g., 3.8 grade is 95% of 4.0, so 95% of \$500 = \$475; 3.5 grade is 87.5% of 4.0, so 87.5% of \$500 = \$437.50, etc.).
- 12.2 DEPARTMENTAL MERIT PAY. The focus of the departmental MERIT pay is achievement of department-wide goals and performance indicators as established and evaluated annually by a representative group of EMPLOYER, UNION and other Police Department employees. On an annual basis, employees shall be awarded performance pay in the lump sum amount based on the percentage of goals/indicators achieved by the department as follows: 100% achievement will be awarded 2.5% (two and one-half percent) of base pay; achievement less than 100% shall be pro-rated based on the actual percentage achieved (e.g., 97% achievement = 97% of 2.5% base pay; 92% achievement = 92% of 2.5% base pay, etc.).
- 12.3 Compensation for organizational and departmental performance pay will be paid in lump sums at the same time it is awarded to non-organized personnel. Adjustments in pay for overtime hours earned during the year to account for these performance payments will be paid at the end of the year.

ARTICLE 13 - LIABILITY INSURANCE

The EMPLOYER shall procure and maintain a policy of commercial general liability insurance, including errors and omissions, at its expense, insuring employees from all claims covered by such policy or policies in the sum of two million dollars (\$2,000,000) per occurrence.

ARTICLE 14 - HOLIDAYS

- 14.1 All employees assigned to the Patrol Division shall receive two (2) floating holidays which may be taken as a holiday on any day throughout the year at the election of the employee, with the approval of the Chief of Police. Employees assigned to the Patrol Division shall receive ten (10) days pay in lieu of additional holidays or eight (8) hours of compensatory time for additional holidays to be scheduled with the EMPLOYER.
- 14.2 Employees assigned to the Investigative Unit or other administrative assignments shall

receive two (2) floating holidays and the following days off:

Holidays are designated as:

New Year's Day	January 1
Martin Luther King's Day	Third Monday in January
Presidents Day	Third Monday in February
Memorial Day Last	Monday in May
Independence Day	July 4
Labor Day First	Monday in September
Veterans Day	November 11
Thanksgiving Day	Fourth Thursday in November
Thanksgiving	Friday Day after Thanksgiving
Christmas Day	December 25

- 14.3 Employees who are required to work on a holiday shall be paid at time and one-half (1-1/2) their base hourly wage rate for all of the hours of any shift that begins on a designated holiday, as noted in Article XIV, 14.2.

ARTICLE 15 - VACATIONS

- 15.1 Regular full-time employees hired prior to January 1, 1998 shall be eligible for earned vacation leave of the following basis:

From the beginning of continuous employment through the fifth (5th) year of continuous employment, each regular full-time employee shall earn vacation at the rate of five-sixths (5/6) of a day per month or ten (10) working days per year.

From the beginning of the sixth (6th) year and on through the fifteenth (15th) year of continuous employment, each employee shall earn vacation at the rate of one and one-fourth (1-1/4) days per month or fifteen (15) working days per year.

From the beginning of the sixteenth (16th) year and on through the twentieth (20th) year, each employee shall earn vacation at the rate of twenty (20) working days per year.

From the beginning of the twenty-first (21st) year, each employee shall earn twenty-five (25) days.

- 15.2 Regular full-time employees hired after January 1, 1998 shall be eligible for earned vacation leave on the following basis:

From the beginning of continuous employment through the fifth (5th) year of continuous employment, each regular full-time employee shall earn vacation at the rate of five-sixth (5/6) of a day per month or ten (10) working days per year.

From the beginning of the sixth (6th) year through the tenth (10th) year of continuous employment, each employee shall earn vacation at the rate of one and one-fourth (1-1/4) days per month or fifteen (15) working days per year. During each of the following years of continuous employment, each employee shall earn vacation at the rates as specified:

- 11th yr: one and one-third (1-1/3) days per month or sixteen (16) working days per year.
- 12th yr: one and two-fifths (1-2/5) days per month or seventeen (17) working days per year.
- 13th yr: one and one-half (1-1/2) days per month or eighteen (18) working days per year.
- 14th yr: one and three-fifths (1-3/5) days per month or nineteen (19) working days per year.
- From the fifteenth (15th) year of continuous service and on, each employee shall earn one and two-thirds (1-2/3) days per month or twenty (20) working days per year.

15.3 Employees may accrue vacation leave not to exceed the following based on the employee's rate of vacation earned.

<u>Rate Earned</u>	<u>Maximum Accrual</u>
80 hours/yr	200 hours
120 hours/yr	225 hours
128-160 hours/yr	250 hours
200 hours/yr	275 hours

No employees shall be permitted to waive vacation leave for the purpose of receiving double pay.

ARTICLE 16 - GRIEVANCE PROCEDURE

- 16.1 This grievance procedure is established for the purpose of resolving disputes involving the interpretation and/or application of this Agreement.
- 16.2 Employees with a grievance may choose to be represented by the UNION.
- 16.3 The EMPLOYER will recognize UNION members selected by the UNION as the grievance representatives of the bargaining unit. The UNION shall notify the EMPLOYER in writing of the representative and of their successors, when so named.
- 16.4 A grievance is defined as a dispute over the interpretation or application of this Agreement.
- 16.5 Grievances shall be resolved in the following manner:

STEP 1. An employee claiming a violation concerning the interpretation or application of this Agreement shall, within ten (10) business days after such alleged violation, present such grievance to the employee's immediate supervisor designated by the EMPLOYER. The EMPLOYER shall give a final answer to such Step 1 grievance within ten (10) business days. If a grievance is not resolved in Step 1, such grievance shall be placed in writing by the UNION referred to in Step 2 within ten (10) business days after the EMPLOYER'S final answer in Step 1.

STEP 2. The written grievance shall be presented to the Minnetonka Chief of Police by the UNION. The Chief of Police shall give the employee the EMPLOYER'S Step 2 answer within ten (10) business days after receipt of such Step 2 grievance. If a grievance is not resolved in Step 2, such grievance shall be referred to Step 3 within ten (10) business days following the EMPLOYER'S final Step 2 answer.

STEP 3. The written grievance shall be presented to the City Manager or other EMPLOYER representative by the UNION. The City Manager or other EMPLOYER representative shall give the EMPLOYER'S answer within fifteen (15) business days after receipt of such Step 3 grievance. If a grievance is not resolved in Step 3, such grievance shall be referred to Step 4 by the UNION within ten (10) business days following the EMPLOYER'S final Step 3 answer.

STEP 4. Unresolved grievances are subject to the arbitration provisions of Minnesota Statutes, Section 179A.21. The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this AGREEMENT. The arbitrator shall consider and decide only the specific issues submitted in writing by the EMPLOYER and the UNION and shall have no authority to make a decision on any other issue not so submitted to the arbitrator. The arbitrator shall be without power to make decisions contrary to or inconsistent with or modifying or varying in any way the application of laws, rules or regulations having the force and effect of law. The arbitrator shall submit the decision in writing within thirty (30) days following close of the hearing or the submission of briefs by the parties, whichever is later, unless the parties agree to an extension. The decision shall be based solely upon the arbitrator's interpretation or application of the express terms of this AGREEMENT and on the facts of the grievance presented.

- 16.6 All documents, communications and records dealing with a grievance shall be filed separately from the personnel files of the involved employees.
- 16.7 Any grievance not referred in the prescribed manner by the UNION or the employee within the specified time limits stated for each grievance step shall be considered waived.
- 16.8 The time limits established in the Article may be extended by mutual consent of the EMPLOYER and the UNION and shall be in writing.
- 16.9 All fees and expenses for the arbitrator's services and proceedings shall be borne equally by the EMPLOYER and the UNION, provided that each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, providing it pays for the record. If both parties desire a verbatim record of the proceedings, the cost shall be charged equally.
- 16.10 With respect to Statutes under the jurisdiction of the United States Equal Employment Opportunity Commission, an employee pursuing a statutory remedy is not precluded from also pursuing an appeal under this grievance procedure.

ARTICLE 17 - PROBATIONARY PERIOD

All original appointments shall be probationary and subject to a probationary period of 2,080 hours after appointment. All promotional appointments shall be probationary and subject to a probationary period of 1,040 hours. Any extended leave periods will extend the probationary period by the amount of the leave. During the probationary period, the City may demote an employee whose performance does not meet the required work standards. Such demotions are not subject to Article XVI.

ARTICLE 18 - INSURANCE

18.1 HEALTH.

For each benefit-earning employee electing health insurance coverage through the EMPLOYER-sponsored cafeteria benefits program, the EMPLOYER'S monthly contribution toward that employee's benefits program is one thousand sixty (\$1,060) for those electing Single Coverage; one thousand two hundred seventy five (\$1,275) for Employee plus Spouse Coverage; one thousand four hundred (\$1,400) for Employee plus Child(ren) Coverage; or one thousand four hundred ninety (\$1,490) for Family Coverage in plan year 2021.

Each benefit-earning employee electing health insurance coverage through the EMPLOYER sponsored cafeteria benefits program and who participates in the EMPLOYER sponsored health initiative program receives \$100 per month. Each benefit-earning employee who opts out of the EMPLOYER sponsored cafeteria benefits program who participates in the EMPLOYER sponsored health initiative program receives \$50 per month in the plan year.

The Insurance Article is open for negotiations in 2022 and 2023.

18.2 LIFE.

The EMPLOYER agrees to pay the full cost of a thirty-five thousand dollar (\$35,000) life insurance policy for each employee covered by this Agreement covered in the policy.

18.3 In the event the health insurance provisions of this Agreement fail to meet the requirements of the Affordable Care Act and its related regulations or cause the Employer to be subject to a penalty, tax or fine, the Union and the Employer will meet immediately to bargain over alternative provisions.

18.4 LONG TERM DISABILITY.

The EMPLOYER will provide employees with long term disability insurance provided that a sufficient number of employees enroll to meet the Insurer's eligibility requirements. The cost of the insurance will be paid through deductions in each employee's accrued sick leave account of hours of time sufficient to provide for the payment of premiums.

ARTICLE 19 - RETIREE HEALTH SAVINGS PLAN CONTRIBUTION

19.1 All employees are required to participate in the Retiree Health Savings Plan (RHSP).

19.2 EMPLOYER CONTRIBUTION. All employees will receive an annual contribution by the

Employer equal to 0.5% of base pay. The deposit will occur in the month of December at a time to be determined by the Personnel Division.

ARTICLE 20 - POST LICENSE FEE

EMPLOYER will pay for each employee the license fee for that license required by MSA 626.046, Subd.1.

ARTICLE 21 - SAVINGS CLAUSE

This Agreement is subject to the laws of the United States, the State of Minnesota and the signed municipality. In the event any provision of this Agreement shall be held to be contrary to law by a court of competent jurisdiction from whose final judgment or decree no appeal has been taken within the time provided, such Provisions shall be voided. To the extent a provision of the contract is declared to be contrary to law by a court of final jurisdiction or administrative ruling or is in violation of legislation or administrative regulations, said provision shall be voided and of no effect. All other provisions shall continue in full force and effect. The voided provision may be renegotiated at the request of either party.

ARTICLE 22 - DUES CHECK OFF

The EMPLOYER shall deduct each payroll period an amount sufficient to provide the payment of regular dues established by the UNION from the wages of all employees authorizing such deduction in writing, and remit such deductions to the appropriate officer designated by the UNION. The UNION agrees to indemnify and hold the City of Minnetonka harmless against any and all claims, suits, order or judgments brought or issued against the City as a result of any action taken or not taken by the City under the provisions of this Article.

ARTICLE 23 - DISCIPLINE

23.1 The EMPLOYER will discipline, suspend or discharge employees only for just cause. Discipline may be in one or more of the following forms:

- A. Oral reprimand;
- B. Written reprimand;
- C. Suspension;
- D. Demotion; or
- E. Discharge.

23.2 Suspensions, demotions, and discharges will be in written form.

23.3 Written reprimands, notice of suspensions, and notice of discharge, which are to become part of an employee's personnel file, shall be read and acknowledged by signature of the employee. Employees will receive a copy of such reprimand and/or notices.

23.4 Employees may examine their own individual personnel files at reasonable times and under the direct supervision of the EMPLOYER.

- 23.5 An employee who is the subject of an investigation that may result in a disciplinary action to that employee may have a member of the UNION present during questioning. It will be the responsibility of the employee to make a request for a representative. An employee's waiver of union representation shall be in writing.
- 23.6 Discharges will be preceded by a five (5) day suspension without pay.
- 23.7 Grievances relating to this Article shall be initiated by the UNION in Step 2 in the grievance procedure under Article XVI.

ARTICLE 24 - SENIORITY

- 24.1 Seniority shall be determined by the employee's length of continuous employment with the police department and posted in an appropriate location. Seniority rosters may be maintained by the Chief on the basis of time in grade and time within specific classifications.
- 24.2 During the probationary period a newly promoted employee may be demoted at the sole discretion of the Employer. During the probationary period, a promoted employee may be placed in his/her previous position at the sole discretion of the Employer.
- 24.3 Classification seniority is determined by date of promotion.
- 24.4 Patrol division sergeants will bid shifts by seniority.

ARTICLE 25 - LAYOFF

- 25.1 Except in those instances where senior employees are not qualified to perform remaining work, seniority shall determine the order of layoff.
- 25.2 Layoff shall be by classification within the department in inverse order of classification seniority. However, an employee about to be laid off shall have the right to bump (displace) the least senior employee in the applicable police officers unit, provided the Employer determines the employee exercising bumping rights has previously held the position and is adequately qualified to perform the duties of the classification into which s/he is moving and s/he has greater seniority than the bumped employee.
- 25.3 Recall from layoff shall be by inverse order of layoff. An employee's name shall be retained on the recall list for two (2) years, at which time all rights to recall shall terminate.

ARTICLE 26 - SEVERANCE POLICY

- 26.1 To be eligible for severance pay, employees must be regular employees on the date of termination, and. have a total of 10 years of continuous service as a regular employee. Severance pay is granted to eligible employees when they leave the municipal service in good standing for one of the following reasons:
 - 26.11 Elimination of their classification or position by the City.

- 26.12 Separation from City employment with the employee is eligible, based on age and/or service requirements, for an annuity from the Public Employees Retirement Association whether or not the employee starts receiving those benefits.
- 26.13 Mandatory retirement or termination of employment due to health reasons, service-connected injury, or illness. A letter from a physician is required to indicate an employee's inability to perform essential functions of the job.
- 26.2 Employees shall be entitled to severance pay equal to the greater of:
 - 26.21 Four weeks of appropriate pay plus one additional week of appropriate pay for each year of service beyond 10 years, not to exceed a total of 13 weeks appropriate pay or
 - 26.22 One-third of the employee's accumulated sick leave at the appropriate pay rate.
- 26.3 Employees eligible for severance pay in accordance with Section 26.1 who submit a written notice of separation from City employment at least three months prior to that separation and who do not revoke it will receive the amount of severance pay pursuant to the policy plus an additional ten percent of that amount.
- 26.4 Employees who are eligible for severance in accordance with this article, shall have 100% of their eligible payout directed to their Retiree Health Savings Plan (RHSP).
- 26.5 Employees who qualify for severance in accordance with this article and have accrued vacation leave under Article 15, shall have 100% of that accrued leave paid directly to their Retiree Health Savings Plan (RHSP).

ARTICLE 27 - WELLNESS/FITNESS

Each employee who voluntarily chooses to participate in this wellness/fitness program and meet employer established goals annually by October 31st of each year will receive 0.5% of base pay in additional compensation. Employees who exceed fitness goals by October 31st of each year will receive an additional 1.50% of base pay in additional compensation. Payment of the additional wellness/fitness compensation will be made no later than the last pay period of the year. The program will be administered by the Chief and will be in compliance with all local, state and federal laws governing discrimination based on gender, race or age.

ARTICLE 28 - LEADERSHIP PROGRAM

The Leadership Incentive Pay Program is a voluntary program under the direction of the Police Chief designed to enhance leadership skills, promote personal growth and performance for all employees who have successfully completed the applicable probationary period. Employees who successfully complete the requirements of the program will receive 1.9% of base pay in additional compensation. The program will operate on an annual basis, from the first payroll date of the year to October 31st of each year and payment for this compensation will be made no later than the last pay period of the year. Since the program is voluntary, employees will not

be compensated for off duty time in which they are involved in researching, planning or preparing for components of the program. The program will be directed by the Chief and will be in compliance with all local, state and federal laws.

ARTICLE 28. DURATION

The Agreement shall be effective as of December 25, 2020 and shall remain in full force and effect until December 21, 2023, or until a successor Agreement is reached, whichever is later.

In witness thereof, the parties hereto have executed this Agreement on this _____ day of _____, 2021.

FOR THE CITY OF MINNETONKA

FOR LAW ENFORCEMENT LABOR SERVICES, INC.

Brad Wiersum, Mayor

DocuSigned by:

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Jessica Madala, Business Agent

Geraldyn Barone, City Manager

DocuSigned by:

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David Kiepert, Union Steward

Michael Funk, Asst. City Manager

Date 3/18/2021 3/18/2021

Date _____

EXHIBIT A AND MARKET ADJUSTMENT

The following wage schedule will be in effect from the first payroll period for 2021 through the last payroll period in 2023. For each year of the contract, Step 4 wages will be based on the higher amount of either the base pay adjustment on the top of the wage range or the annual market rate adjustment.

The Step 4 annual market rate adjustment shall be calculated by first determining the median of the top of the wage range of the following comparable cities (excluding Minnetonka): Brooklyn Park, Burnsville, Eagan, Eden Prairie, Edina, Lakeville, Maple Grove, Plymouth, St. Louis Park, and Woodbury. Once the median of the top step of the wage range is determined, it will be multiplied by 2%. [For 2021, the median range calculation is based on the 2020 top step wage range for the comparable cities]

For all calculations, the reported LMC Salary data shall be used if a city has reported. If a city has not reported data by September 1 of each year, the city of Minnetonka will contact the city directly to obtain the data.

The remaining steps will be adjusted to maintain rates at 92%, 94%, 97%, and 101% of the step 4 hourly rate.

This same process shall be used for 2022 and 2023.

For 2021:

2% base pay rate increase and a 6.35% market adjustment for a total of 8.35%

For 2022:

2% base pay adjustment

or

Market rate adjustment (TBD)

For 2023:

2% base pay adjustment

or

Market rate adjustment (TBD)

	92%	94%	97%		101%
Sergeants - 2021	Start (Step 1)	6 Months (Step 2)	1 Year (Step 3)	2 Years (Step 4)	3 years (Step 5)
Annual	\$ 108,060.99	\$ 110,410.14	\$ 113,933.87	\$ 117,457.60	\$ 118,632.18
Monthly	\$ 9,005.08	\$ 9,200.85	\$ 9,494.49	\$ 9,788.13	\$ 9,886.01
Hourly	\$ 51.95	\$ 53.08	\$ 54.78	\$ 56.47	\$ 57.03
Sergeants - 2022					
Annual	\$ 110,222.21	\$ 112,618.35	\$ 116,212.55	\$ 119,806.75	\$ 121,004.82
Monthly	\$ 9,185.18	\$ 9,384.86	\$ 9,684.38	\$ 9,983.90	\$ 10,083.73
Hourly	\$ 52.99	\$ 54.14	\$ 55.87	\$ 57.60	\$ 58.18
Sergeants - 2023					
Annual	\$ 112,426.66	\$ 114,870.71	\$ 118,536.80	\$ 122,202.89	\$ 123,424.92
Monthly	\$ 9,368.89	\$ 9,572.56	\$ 9,878.07	\$ 10,183.57	\$ 10,285.41
Hourly	\$ 54.05	\$ 55.23	\$ 56.99	\$ 58.75	\$ 59.34

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LABOR AGREEMENT
BETWEEN
CITY OF MINNETONKA
MINNETONKA, MN
AND
LAW ENFORCEMENT LABOR SERVICES, INC.

Representing
POLICE SERGEANTS

December ~~25~~¹⁵, ~~2020~~¹⁷ through December ~~21~~²⁴, ~~2023~~⁰



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**LABOR AGREEMENT
between
CITY OF MINNETONKA
and
LAW ENFORCEMENT LABOR SERVICES, INC.**

ARTICLE 1.1 PURPOSE OF AGREEMENT

This Agreement is entered into between the City of Minnetonka, hereinafter called the EMPLOYER, and Law Enforcement Labor Services, Inc. representing the Minnetonka Police Sergeants hereinafter called the UNION.

It is the intent and purpose of this Agreement to:

- 1.1 Assure sound and mutually beneficial working and economic relationships between the parties hereto;
- 1.2 Establish procedures for the resolution of disputes concerning this Agreement's interpretation and/or application;
- 1.3 To set forth herein the basic and full agreement between the parties concerning rates of pay, hours, and other conditions of employment.

The EMPLOYER and the UNION through this Agreement shall continue their dedication to the highest quality police service and protection to the residents of Minnetonka. Both parties recognize the Agreement as the pledge of this dedication.

ARTICLE ~~2.II~~ RECOGNITION

The EMPLOYER recognizes the UNION as the exclusive representative under Minnesota Statutes, Section 179A.03, Subd. 8, for all Police Sergeants and Communications Manager. The UNION agrees that it does not represent the Chief, the Captains or any other supervisory or confidential employees.

ARTICLE ~~3.III~~ DEFINITIONS

- 3.1 Union means Law Enforcement Labor Services, Inc. representing the Minnetonka Police Sergeants.
- 3.2 Employee means a member of the bargaining unit as defined in Article II.
- 3.3 Department means the Minnetonka Police Department.
- 3.4 Employer means the City of Minnetonka.
- 3.5 Chief means the Chief of the Minnetonka Police Department.
- 3.6 Compensatory Time means time off in lieu of pay.
- 3.7 Emergency means a situation or condition as so defined by the Chief.
- 3.8 Union Officer means officers elected or appointed by the Teamsters Local No. 320.
- 3.9 Basic Monthly Rate means the employee's monthly rate of pay or salary exclusive of any incentive, special or overtime pay.

3.10 Scheduled Work Day means a consecutive work period, including rest breaks and lunch breaks.

3.11 Shift means an employee's scheduled work days and days off.

ARTICLE ~~4.IV.~~ DISCRIMINATION

Neither the EMPLOYER nor the UNION shall discriminate against any employee covered by the Agreement because of the employee's membership or non-membership in the UNION.

ARTICLE ~~5.V.~~ EMPLOYER SECURITY

The UNION agrees that during the life of this Agreement they will not cause, encourage, participate in or support any strike. Violations of the Article shall be grounds for disciplinary action up to and including discharge without recourse to the Grievance Procedure of this contract.

ARTICLE ~~6.VI.~~ EMPLOYER AUTHORITY

The EMPLOYER and the UNION agree that certain hours, salaries and conditions of employment are established by City ordinances, City resolutions, and rules and regulations of the Minnetonka Police Department. This Agreement supplements hours, salaries, and other conditions of employment to the extent to which they are not in conflict. If in conflict, the law, ordinance, resolution or rule or regulation shall prevail.

The EMPLOYER retains the full and unrestricted right to operate and manage all manpower, facilities, and equipment; to establish functions and programs; to set and amend budgets; to determine the utilization of technology; to establish and modify the organizational structure; to select, direct and determine the number of personnel; to establish work schedules, and to perform any inherent managerial functions not specifically limited by this Agreement.

Any terms and conditions of employment not specifically established or modified by this Agreement shall remain solely within the discretion of the EMPLOYER to modify, establish or eliminate.

ARTICLE ~~7.VII.~~ SPECIAL MEETINGS

The EMPLOYER and the UNION agree to meet and confer on matters of interest to both parties upon the request of either party. Special meetings shall be held within ten (10) calendar days after receipt of the request. Employee representatives of the UNION will not be paid extra compensation, if the meeting is called by the UNION.

ARTICLE ~~8.VIII.~~ HOURS OF WORK

8.1 The sole authority for work schedules is the EMPLOYER.

8.2 The normal work week in the Police Department is an averaged forty (40) hours.

ARTICLE ~~9.IX.~~ WAGES AND SALARIES

9.1 During the term of this Agreement, the EMPLOYER shall pay to members of the UNION wages in accordance with the salary schedule attached as Exhibit A.

9.2 Employee assignments are made at the sole discretion of the Chief of Police. Employees in the following assignment shall be paid a differential as follows:

Sergeant assigned to the Investigative Division \$290/month

An employee assigned special duties under the Professional Development Program and who is no longer eligible for holiday pay pursuant to Article XIV, Sections 14.1 and 14.3 of this Agreement shall be paid a differential of \$290/month for the duration of the assignment unless otherwise specified in this Agreement.

ARTICLE ~~10.X~~ ADDITIONAL HOURS, OVERTIME AND COMPENSATORY TIME

10.1 Except as specified in the Labor Agreement, the Police Sergeant pay rates established in Exhibit A include compensation for overtime, call back time, standby time and management duties.

10.2 Employees may be compensated for special off duty details at a rate of one and one-half (1-1/2) times the base hourly rate of pay.

10.3 Effective July 1, 1996, employees required by the EMPLOYER to work assigned supervisory coverage as an extension of their scheduled shift or as an additional shift for which no adjustment in the schedule is made will receive either compensation or compensatory time at a rate of one and one-half (1-1/2) times the base hourly rate of pay at the discretion of the employee.

10.4 Compensatory Time. Compensatory time may be banked in lieu of overtime payment and cashed out upon the Employee's request throughout the year with the last cash out available to be paid out on the last pay period end date in December. The maximum allowed to be carried over to the next year is forty (40) hours.

The employer may prohibit the use of compensatory time if it would unduly disrupt department operations.

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~~10.54~~ COURT TIME. Employees who are required at the direction of the City Attorney, County Attorney, the Attorney General's Office, or other appropriate authority, to appear in court during off duty hours shall receive a minimum of two and one-half (2-1/2) hours of pay at one and one half (1-1/2) times their normal basic hourly rate of pay either in cash or in compensatory time, at the option of the employee.

Reporting early for a scheduled work day or an extension of a work day for court duty does not qualify for this minimum.

~~10.65~~ Employees who are required to stand by for court appearances shall receive a minimum of two and one-half (2-1/2) hours straight time either in cash or compensatory time, for all time they are directed to stand by. If notification of court cancellation is not given by

5:00 p.m. of the preceding business day, the employee will receive two and one-half (2-1/2) hours pay at their normal basic hourly rate of pay, either in cash or in compensatory time, at the option of the employee.

10.76 If a court appearance is required of an employee during the employee's off-duty time and the court appearance is canceled, the employee will be given a notice of cancellation by 5:00 p.m. of the preceding business day. If notification is not given by 5:00 p.m. of the preceding business day, the employee will receive two and one-half (2-1/2) hours pay at one and one-half (1-1/2) times their normal basic hourly rate of pay either in cash or in compensatory time, at the option of the employee.

10.87 CALL-BACK TIME. Employees who are called back to duty during off duty hours shall receive a minimum of two (2) hours pay at one and one-half (1-1/2) times their normal basic hourly rate of pay, either in cash or in compensatory time, at the option of the employee.

Employees called back for unscheduled, scheduled work day changes within a 48 hour period shall receive two (2) hours of pay at one and one-half (1-1/2) times their normal basic hourly rate of pay, either in cash or in compensatory time, at the option of the employee.

An extension of, or early reporting for, a scheduled work day, does not qualify for call-back time minimum if that time is paid as overtime.

ARTICLE ~~11.XI~~. UNIFORMS

11.1 Sergeant(s) assigned to the Investigative Unit:

A. Uniform allowances for the Sergeants assigned to the Investigative Unit, except if assigned only for training purposes, will be at the annual rate of nine hundred and fifty dollars (\$950). ~~Uniform allowances for the Communications Manager will be at the annual rate of five hundred dollars (\$500).~~

B. Sergeant assigned to the Investigative Unit shall maintain a full uniform.

C. Clothing damaged in the line of duty, through no fault of the employee, shall be replaced or repaired by the EMPLOYER at the discretion of the Chief.

11.2 The City shall provide each Sergeant with a complete uniform and shall provide replacement for elements of the uniform as necessary. The components of the uniform, procedures for provision of the uniform and for replacement of the uniform shall be governed by policies established by the City. The City will also provide maintenance of the uniforms in accordance with policies established by the Department. These policies may be modified at the City's discretion.

11.3 The EMPLOYER shall provide each employee with a City-owned approved service firearm and pay the cost of normal maintenance and repair of each employee's approved service weapon.

ARTICLE ~~12.XII~~. PERFORMANCE MANAGEMENT PROGRAM

Employees with one year of service shall receive performance pay as follows:

- 12.1 ORGANIZATIONAL MERIT PAY. The focus of the organizational MERIT pay is achievement of organization-wide goals as established by the City Council. On an annual basis, employees shall be awarded performance pay in the lump sum amount based on the grade achieved by the organization as follows: for a grade of 4.0, each employee will be awarded \$500; for a grade of less than 4.0, the award will be pro-rated based on the actual percentage achieved (e.g., 3.8 grade is 95% of 4.0, so 95% of \$500 = \$475; 3.5 grade is 87.5% of 4.0, so 87.5% of \$500 = \$437.50, etc.).
- 12.2 DEPARTMENTAL MERIT PAY. The focus of the departmental MERIT pay is achievement of department-wide goals and performance indicators as established and evaluated annually by a representative group of EMPLOYER, UNION and other Police Department employees. On an annual basis, employees shall be awarded performance pay in the lump sum amount based on the percentage of goals/indicators achieved by the department as follows: 100% achievement will be awarded 2.5% (two and one-half percent) of base pay; achievement less than 100% shall be pro-rated based on the actual percentage achieved (e.g., 97% achievement = 97% of 2.5% base pay; 92% achievement = 92% of 2.5% base pay, etc.).
- 12.3 Compensation for organizational and departmental performance pay will be paid in lump sums at the same time it is awarded to non-organized personnel. Adjustments in pay for overtime hours earned during the year to account for these performance payments will be paid at the end of the year.

ARTICLE ~~13.XIII~~. LIABILITY INSURANCE

The EMPLOYER shall procure and maintain a policy of commercial general liability insurance, including errors and omissions, at its expense, insuring employees from all claims covered by such policy or policies in the sum of two million dollars (\$2,000,000) per occurrence.

ARTICLE ~~14.XIV~~. HOLIDAYS

- 14.1 All employees assigned to the Patrol Division shall receive two (2) floating holidays which may be taken as a holiday on any day throughout the year at the election of the employee, with the approval of the Chief of Police. Employees assigned to the Patrol Division shall receive ten (10) days pay in lieu of additional holidays or eight (8) hours of compensatory time for additional holidays to be scheduled with the EMPLOYER.
- 14.2 Employees assigned to the Investigative Unit or other administrative assignments shall receive two (2) floating holidays and the following days off:

Holidays are designated as:

New Year's Day	January 1
Martin Luther King's Day	Third Monday in January

Presidents Day	Third Monday in February
Memorial Day Last	Monday in May
Independence Day	July 4
Labor Day First	Monday in September
Veterans Day	November 11
Thanksgiving Day	Fourth Thursday in November
Thanksgiving	Friday Day after Thanksgiving
Christmas Day	December 25

- 14.3 Employees who are required to work on a holiday shall be paid at time and one-half (1-1/2) their base hourly wage rate for all of the hours of any shift that begins on a designated holiday, as noted in Article XIV, 14.2.

ARTICLE 15.XV. VACATIONS

- 15.1 Regular full-time employees hired prior to January 1, 1998 shall be eligible for earned vacation leave of the following basis:

From the beginning of continuous employment through the fifth (5th) year of continuous employment, each regular full-time employee shall earn vacation at the rate of five-sixths (5/6) of a day per month or ten (10) working days per year.

From the beginning of the sixth (6th) year and on through the fifteenth (15th) year of continuous employment, each employee shall earn vacation at the rate of one and one-fourth (1-1/4) days per month or fifteen (15) working days per year.

From the beginning of the sixteenth (16th) year and on through the twentieth (20th) year, each employee shall earn vacation at the rate of twenty (20) working days per year.

From the beginning of the twenty-first (21st) year, each employee shall earn twenty-five (25) days.

- 15.2 Regular full-time employees hired after January 1, 1998 shall be eligible for earned vacation leave on the following basis:

From the beginning of continuous employment through the fifth (5th) year of continuous employment, each regular full-time employee shall earn vacation at the rate of five-sixth (5/6) of a day per month or ten (10) working days per year.

From the beginning of the sixth (6th) year through the tenth (10th) year of continuous employment, each employee shall earn vacation at the rate of one and one-fourth (1-1/4) days per month or fifteen (15) working days per year. During each of the following years of continuous employment, each employee shall earn vacation at the rates as specified:

- 11th yr: one and one-third (1-1/3) days per month or sixteen (16) working days per year.
- 12th yr: one and two-fifths (1-2/5) days per month or seventeen (17) working days per year.
- 13th yr: one and one-half (1-1/2) days per month or eighteen (18) working days per

year.

- 14th yr: one and three-fifths (1-3/5) days per month or nineteen (19) working days per year.
- From the fifteenth (15th) year of continuous service and on, each employee shall earn one and two-thirds (1-2/3) days per month or twenty (20) working days per year.

15.3 Employees may accrue vacation leave not to exceed the following based on the employee's rate of vacation earned.

<u>Rate Earned</u>	<u>Maximum Accrual</u>
80 hours/yr	200 hours
120 hours/yr	225 hours
128-160 hours/yr	250 hours
200 hours/yr	275 hours

No employees shall be permitted to waive vacation leave for the purpose of receiving double pay.

ARTICLE ~~16.XVI~~. GRIEVANCE PROCEDURE

16.1 This grievance procedure is established for the purpose of resolving disputes involving the interpretation and/or application of this Agreement.

16.2 Employees with a grievance may choose to be represented by the UNION.

16.3 The EMPLOYER will recognize UNION members selected by the UNION as the grievance representatives of the bargaining unit. The UNION shall notify the EMPLOYER in writing of the representative and of their successors, when so named.

16.4 A grievance is defined as a dispute over the interpretation or application of this Agreement.

16.5 Grievances shall be resolved in the following manner:

STEP 1. An employee claiming a violation concerning the interpretation or application of this Agreement shall, within ten (10) business days after such alleged violation, present such grievance to the employee's immediate supervisor designated by the EMPLOYER. The EMPLOYER shall give a final answer to such Step 1 grievance within ten (10) business days. If a grievance is not resolved in Step 1, such grievance shall be placed in writing by the UNION referred to in Step 2 within ten (10) business days after the EMPLOYER'S final answer in Step 1.

STEP 2. The written grievance shall be presented to the Minnetonka Chief of Police by the UNION. The Chief of Police shall give the employee the EMPLOYER'S Step 2 answer within ten (10) business days after receipt of such Step 2 grievance. If a grievance is not resolved in Step 2, such grievance shall be referred to Step 3 within ten (10) business days following the EMPLOYER'S final Step 2 answer.

STEP 3. The written grievance shall be presented to the City Manager or other EMPLOYER representative by the UNION. The City Manager or other EMPLOYER representative shall give the EMPLOYER'S answer within fifteen (15) business days after receipt of such Step 3 grievance. If a grievance is not resolved in Step 3, such grievance shall be referred to Step 4 by the UNION within ten (10) business days following the EMPLOYER'S final Step 3 answer.

STEP 4. Unresolved grievances are subject to the arbitration provisions of Minnesota Statutes, Section 179A.21. The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this AGREEMENT. The arbitrator shall consider and decide only the specific issues submitted in writing by the EMPLOYER and the UNION and shall have no authority to make a decision on any other issue not so submitted to the arbitrator. The arbitrator shall be without power to make decisions contrary to or inconsistent with or modifying or varying in any way the application of laws, rules or regulations having the force and effect of law. The arbitrator shall submit the decision in writing within thirty (30) days following close of the hearing or the submission of briefs by the parties, whichever is later, unless the parties agree to an extension. The decision shall be based solely upon the arbitrator's interpretation or application of the express terms of this AGREEMENT and on the facts of the grievance presented.

- 16.6 All documents, communications and records dealing with a grievance shall be filed separately from the personnel files of the involved employees.
- 16.7 Any grievance not referred in the prescribed manner by the UNION or the employee within the specified time limits stated for each grievance step shall be considered waived.
- 16.8 The time limits established in the Article may be extended by mutual consent of the EMPLOYER and the UNION and shall be in writing.
- 16.9 All fees and expenses for the arbitrator's services and proceedings shall be borne equally by the EMPLOYER and the UNION, provided that each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, providing it pays for the record. If both parties desire a verbatim record of the proceedings, the cost shall be charged equally.
- 16.10 With respect to Statutes under the jurisdiction of the United States Equal Employment Opportunity Commission, an employee pursuing a statutory remedy is not precluded from also pursuing an appeal under this grievance procedure.

ARTICLE ~~17.XVII~~. PROBATIONARY PERIOD

All original appointments shall be probationary and subject to a probationary period of 2,080 hours after appointment. All promotional appointments shall be probationary and subject to a probationary period of 1,040 hours. Any extended leave periods will extend the probationary period by the amount of the leave. During the probationary period, the City may demote an employee whose performance does not meet the required work standards. Such demotions are

not subject to Article XVI.

ARTICLE ~~18.XVIII~~. INSURANCE

18.1 HEALTH.
For each benefit-earning employee electing health insurance coverage through the EMPLOYER-sponsored cafeteria benefits program, the EMPLOYER'S monthly contribution toward that employee's benefits program is ~~nine hundred seventy-one thousand sixty (\$1,060,970)~~ for those electing Single Coverage; one thousand ~~two one hundred seventy five (\$1,275,400)~~ for Employee plus Spouse Coverage; one thousand ~~four two hundred five (\$1,400,205)~~ for Employee plus Child(ren) Coverage; or one thousand ~~four two hundred ninety five (\$1,490,250)~~ for Family Coverage in plan year ~~2021-18~~.

Each benefit-earning employee electing health insurance coverage through the EMPLOYER sponsored cafeteria benefits program and who participates in the EMPLOYER sponsored health initiative program receives \$100 per month. Each benefit-earning employee who opts out of the EMPLOYER sponsored cafeteria benefits program who participates in the EMPLOYER sponsored health initiative program receives \$50 per month in the plan year.

The Insurance Article is open for negotiations in ~~2022-19~~ and ~~2023-0~~.

18.2 LIFE.
The EMPLOYER agrees to pay the full cost of a thirty-five thousand dollar (\$35,000) life insurance policy for each employee covered by this Agreement covered in the policy.

18.3 In the event the health insurance provisions of this Agreement fail to meet the requirements of the Affordable Care Act and its related regulations or cause the Employer to be subject to a penalty, tax or fine, the Union and the Employer will meet immediately to bargain over alternative provisions.

18.4 LONG TERM DISABILITY.
The EMPLOYER will provide employees with long term disability insurance provided that a sufficient number of employees enroll to meet the Insurer's eligibility requirements. The cost of the insurance will be paid through deductions in each employee's accrued sick leave account of hours of time sufficient to provide for the payment of premiums.

ARTICLE ~~19.XIX~~. RETIREE HEALTH SAVINGS PLAN CONTRIBUTION

19.1 All employees are required to participate in the Retiree Health Savings Plan (RHSP).

19.2 EMPLOYER CONTRIBUTION. All employees will receive an annual contribution by the Employer equal to 0.5% of base pay. The deposit will occur in the month of December at a time to be determined by the Personnel Division.

ARTICLE ~~20.XX~~. POST LICENSE FEE

EMPLOYER will pay for each employee the license fee for that license required by MSA

626.046, Subd. 1.

ARTICLE ~~21XXI~~. SAVINGS CLAUSE

This Agreement is subject to the laws of the United States, the State of Minnesota and the signed municipality. In the event any provision of this Agreement shall be held to be contrary to law by a court of competent jurisdiction from whose final judgment or decree no appeal has been taken within the time provided, such Provisions shall be voided. To the extent a provision of the contract is declared to be contrary to law by a court of final jurisdiction or administrative ruling or is in violation of legislation or administrative regulations, said provision shall be voided and of no effect. All other provisions shall continue in full force and effect. The voided provision may be renegotiated at the request of either party.

ARTICLE ~~22XXII~~. DUES CHECK OFF

The EMPLOYER shall deduct each payroll period an amount sufficient to provide the payment of regular dues established by the UNION from the wages of all employees authorizing such deduction in writing, and remit such deductions to the appropriate officer designated by the UNION. The UNION agrees to indemnify and hold the City of Minnetonka harmless against any and all claims, suits, order or judgments brought or issued against the City as a result of any action taken or not taken by the City under the provisions of this Article.

ARTICLE ~~23XXIII~~. DISCIPLINE

- 23.1 The EMPLOYER will discipline, suspend or discharge employees only for just cause. Discipline may be in one or more of the following forms:
- A. Oral reprimand;
 - B. Written reprimand;
 - C. Suspension;
 - D. Demotion; or
 - E. Discharge.
- 23.2 Suspensions, demotions, and discharges will be in written form.
- 23.3 Written reprimands, notice of suspensions, and notice of discharge, which are to become part of an employee's personnel file, shall be read and acknowledged by signature of the employee. Employees will receive a copy of such reprimand and/or notices.
- 23.4 Employees may examine their own individual personnel files at reasonable times and under the direct supervision of the EMPLOYER.
- 23.5 An employee who is the subject of an investigation that may result in a disciplinary action to that employee may have a member of the UNION present during questioning. It will be the responsibility of the employee to make a request for a representative. An employee's waiver of union representation shall be in writing.
- 23.6 Discharges will be preceded by a five (5) day suspension without pay.

23.7 Grievances relating to this Article shall be initiated by the UNION in Step 2 in the grievance procedure under Article XVI.

ARTICLE ~~24XXIV~~. SENIORITY

- 24.1 Seniority shall be determined by the employee's length of continuous employment with the police department and posted in an appropriate location. Seniority rosters may be maintained by the Chief on the basis of time in grade and time within specific classifications.
- 24.2 During the probationary period a newly promoted employee may be demoted at the sole discretion of the Employer. During the probationary period, a promoted employee may be placed in his/her previous position at the sole discretion of the Employer.
- 24.3 Classification seniority is determined by date of promotion.
- 24.4 Patrol division sergeants will bid shifts by seniority.

ARTICLE ~~25XXV~~. LAYOFF

- 25.1 Except in those instances where senior employees are not qualified to perform remaining work, seniority shall determine the order of layoff.
- 25.2 Layoff shall be by classification within the department in inverse order of classification seniority. However, an employee about to be laid off shall have the right to bump (displace) the least senior employee in the applicable police officers unit, provided the Employer determines the employee exercising bumping rights has previously held the position and is adequately qualified to perform the duties of the classification into which s/he is moving and s/he has greater seniority than the bumped employee.
- 25.3 Recall from layoff shall be by inverse order of layoff. An employee's name shall be retained on the recall list for two (2) years, at which time all rights to recall shall terminate.

ARTICLE ~~26XXVI~~. SEVERANCE POLICY

- 26.1 To be eligible for severance pay, employees must be regular employees on the date of termination, and, have a total of 10 years of continuous service as a regular employee. Severance pay is granted to eligible employees when they leave the municipal service in good standing for one of the following reasons:
 - 26.11 Elimination of their classification or position by the City.
 - 26.12 Separation from City employment with the employee is eligible, based on age and/or service requirements, for an annuity from the Public Employees Retirement Association whether or not the employee starts receiving those benefits.

26.13 Mandatory retirement or termination of employment due to health reasons, service-connected injury, or illness. A letter from a physician is required to indicate an employee's inability to perform essential functions of the job.

26.2 Employees shall be entitled to severance pay equal to the greater of:

26.21 Four weeks of appropriate pay plus one additional week of appropriate pay for each year of service beyond 10 years, not to exceed a total of 13 weeks appropriate pay or

26.22 One-third of the employee's accumulated sick leave at the appropriate pay rate.

26.3 Employees eligible for severance pay in accordance with Section 26.1 who submit a written notice of separation from City employment at least three months prior to that separation and who do not revoke it will receive the amount of severance pay pursuant to the policy plus an additional ten percent of that amount.

26.4 Employees who are eligible for severance in accordance with this article, shall have 100% of their eligible payout directed to their Retiree Health Savings Plan (RHSP).

26.5 Employees who qualify for severance in accordance with this article and have accrued vacation leave under Article 15, shall have 100% of that accrued leave paid directly to their Retiree Health Savings Plan (RHSP).

ARTICLE ~~27XXVII~~. WELLNESS/FITNESS

Each employee who voluntarily chooses to participate in this wellness/fitness program and meet employer established goals annually by October 31st of each year will receive 0.5% of base pay in additional compensation. Employees who exceed fitness goals by October 31st of each year will receive an additional 1.50% of base pay in additional compensation. Payment of the additional wellness/fitness compensation will be made no later than the last pay period of the year. The program will be administered by the Chief and will be in compliance with all local, state and federal laws governing discrimination based on gender, race or age.

ARTICLE ~~28XXVIII~~. LEADERSHIP PROGRAM

The Leadership Incentive Pay Program is a voluntary program under the direction of the Police Chief designed to enhance leadership skills, promote personal growth and performance for all employees who have successfully completed the applicable probationary period. Employees who successfully complete the requirements of the program will receive 1.9% of base pay in additional compensation. The program will operate on an annual basis, from the first payroll date of the year to October 31st of each year and payment for this compensation will be made no later than the last pay period of the year. Since the program is voluntary, employees will not be compensated for off duty time in which they are involved in researching, planning or preparing for components of the program. The program will be directed by the Chief and will be in compliance with all local, state and federal laws.

ARTICLE ~~28XXIX~~. DURATION

The Agreement shall be effective as of December ~~2515~~, ~~202017~~ and shall remain in full force and effect until December ~~2124~~, ~~20230~~, or until a successor Agreement is reached, whichever is later.

In witness thereof, the parties hereto have executed this Agreement on this _____ day of _____, ~~202148~~.

FOR THE CITY OF MINNETONKA

FOR LAW ENFORCEMENT LABOR SERVICES, INC.

Brad Wiersum, Mayor

Jessica Mabin, Business Agent

Geraldyn Barone, City Manager

David Riegert, Union Steward

~~Michael Funk~~~~Perry Votter~~, Asst. City Manager

Date _____

Date _____

EXHIBIT A AND MARKET ADJUSTMENT

The following wage schedule will be in effect from the first payroll period for 2021 through the last payroll period in 2023. For each year of the contract, Step 4 wages will be based on the higher amount of either the base pay adjustment on the top of the wage range or the annual market rate adjustment.

The Step 4 annual market rate adjustment shall be calculated by first determining the median of the top of the wage range of the following comparable cities (excluding Minnetonka): Brooklyn Park, Burnsville, Eagan, Eden Prairie, Edina, Lakeville, Maple Grove, Plymouth, St. Louis Park, and Woodbury. Once the median of the top step of the wage range is determined, it will be multiplied by 2%. [For 2021, the median range calculation is based on the 2020 top step wage range for the comparable cities]

For all calculations, the reported LMC Salary data shall be used if a city has reported. If a city has not reported data by September 1 of each year, the city of Minnetonka will contact the city directly to obtain the data.

The remaining steps will be adjusted to maintain rates at 92%, 94%, 97%, and 101% of the step 4 hourly rate.

This same process shall be used for 2022 and 2023.

a. For 2021:
2% base pay rate increase and a 6.35% market adjustment for a total of 8.35%

b. For 2022:
i. 2% base pay adjustment
or
Market adjustment (TBD)

c. For 2023:
2% base pay adjustment
or
Market adjustment (TBD)

2018 a 1.50% base pay rate increase and a 4.29% market adjustment for a total 5.79% total wage increase as calculated in Exhibit A.

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A one and one-half percent (1.50%) base pay rate increase in 2019 plus any applicable market adjustments and a one and one-half (1.50%) base pay rate increase in 2020 of the Labor agreement plus any applicable market adjustments. Market adjustments will be calculated according to the following methodology and wage schedule:

POLICE SERGEANTS PAY RATES – City of Minnetonka Start

92% of 2-yr rate

6 mos = 94% of 2-yr rate

1-yr = 97% of 2-yr rate

<u>Sergeants – 2018</u>	<u>Start</u>	<u>6 Months</u>	<u>1 Year</u>	<u>2 Years</u>
Annual	\$93,371.20	\$95,388.80	\$98,446.40	\$101,483.20
Monthly	\$7,780.93	\$7,949.07	\$8,203.87	\$8,456.93
Hourly	\$44.89	\$45.86	\$47.33	\$48.79
<u>Sergeants – 2019</u>	<u>Start</u>	<u>6 Months</u>	<u>1 Year</u>	<u>2 Years</u>
Annual	\$94,764.80	\$96,824.00	\$99,902.40	\$103,001.60
Monthly	\$7,897.07	\$8,068.67	\$8,325.20	\$8,583.47
Hourly	\$45.56	\$46.55	\$48.03	\$49.52
<u>Sergeants – 2020</u>	<u>Start</u>	<u>6 Months</u>	<u>1 Year</u>	<u>2 Years</u>
Annual	\$96,179.20	\$98,259.20	\$101,400.00	\$104,540.80
Monthly	\$8,014.93	\$8,188.27	\$8,450.00	\$8,711.73
Hourly	\$46.24	\$47.24	\$48.75	\$50.26

	92%	94%	97%		101%
<u>Sergeants - 2021</u>	<u>Start (Step 1)</u>	<u>6 Months (Step 2)</u>	<u>1 Year (Step 3)</u>	<u>2 Years (Step 4)</u>	<u>3 years (Step 5)</u>
Annual	\$ 108,060.99	\$ 110,410.14	\$ 113,933.87	\$ 117,457.60	\$ 118,632.18
Monthly	\$ 9,005.08	\$ 9,200.85	\$ 9,494.49	\$ 9,788.13	\$ 9,886.01
Hourly	\$ 51.95	\$ 53.08	\$ 54.78	\$ 56.47	\$ 57.03
<u>Sergeants - 2022</u>					
Annual	\$ 110,222.21	\$ 112,618.35	\$ 116,212.55	\$ 119,806.75	\$ 121,004.82
Monthly	\$ 9,185.18	\$ 9,384.86	\$ 9,684.38	\$ 9,983.90	\$ 10,083.73
Hourly	\$ 52.99	\$ 54.14	\$ 55.87	\$ 57.60	\$ 58.18
<u>Sergeants - 2023</u>					
Annual	\$ 112,426.66	\$ 114,870.71	\$ 118,536.80	\$ 122,202.89	\$ 123,424.92
Monthly	\$ 9,368.89	\$ 9,572.56	\$ 9,878.07	\$ 10,183.57	\$ 10,285.41
Hourly	\$ 54.05	\$ 55.23	\$ 56.99	\$ 58.75	\$ 59.34

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Market Adjustment

There are two (2) components to the City's MERIT system. The performance management program described in Article XII ensures performance is recognized and compensated over and above the base pay rate. The market adjustment outlined below ensures that Minnetonka's pay scale keeps pace with comparable cities.

For 2019, the top 2018 base pay rate for Minnetonka sergeants will be multiplied by the-

~~negotiated base pay increase. Using 2018 League of Minnesota Cities salary data for the cities of Brooklyn Park, Burnsville, Eagan, Eden Prairie, Edina, Lakeville, Maple Grove, Plymouth, St. Louis Park and Woodbury, the average weighted mean of these cities (excluding Minnetonka) will be multiplied by the negotiated base pay increase for 2019. These two rates will be compared, and the higher of the two will be the 2019 top pay rate for Minnetonka. If a city has not reported data by September 1, 2018, the city of Minnetonka will contact the city directly to obtain the data. The remaining steps will be adjusted to maintain rates at 92%, 94% and 97% of the top hourly rate.~~

~~This same process will be repeated using 2019 data to determine if there is a 2020 market adjustment.~~

~~MEMORANDUM OF UNDERSTANDING
BETWEEN
CITY OF MINNETONKA AND
LAW ENFORCEMENT LABOR SERVICES, INC.~~

~~As agreed during contract negotiations for 2018-2020 contract, the Union and the City agree on the following item:~~

~~SEVERANCE PAY~~

~~Employees eligible for severance pay who elect to have their dollars allocated to employer paid health insurance premiums in lieu of receiving cash may direct 50% of unused sick leave for said premiums. For employees who select this option in lieu of a cash payment, the cash value of 33% of unused sick leave will be taxed before being made available for payment of insurance premiums. In the event an employee electing this benefit chooses to discontinue health insurance coverage, the difference between the cash value of 33% of unused sick leave (after taxes) and the premiums paid to date shall be made to the employee. The employee shall forfeit the remaining cash balance, future rights and coverage of this benefit, and the right to reenter the City's insurance plan. All other provisions of the Personnel Policy regarding the application of these premiums must be followed. Employees who choose this option and also submit a three-month written notice of separation as noted in Article 26.3. Separation Policy, will receive 50% of unused sick leave plus an additional ten percent (10%) of that amount to be used for health insurance premiums.~~

FOR THE CITY OF MINNETONKA

FOR LAW ENFORCEMENT LABOR SERVICES, INC.

Brad Wiersum, Mayor

Jessica Mabin, Business Agent

Geraldyn Barone, City Manager

David Riegert, Union Steward

Perry Vetter, Asst. City Manager

Date _____

Date _____

**City Council Agenda Item #11A
Meeting of Mar. 22, 2021**

Brief Description Emergency ordinance relating to outdoor dining

Recommendation Adopt the ordinance

Background

Minnetonka has been under a local state of emergency since March 16, 2020. The city council most recently extended the state of emergency by Resolution No. 2020-040. The conditions that gave rise to the state of emergency have not abated.

On June 8, 2020, the city council adopted Ordinance No. 2020-13, an emergency ordinance relating to outdoor dining. The ordinance authorized the community development director to administratively issue permits to restaurants and food establishments for temporary outdoor dining areas. The ordinance enabled restaurants to re-open outdoor dining without the time and expense involved in obtaining a conditional use permit, which would otherwise be required by the zoning code.

By city charter, emergency ordinances are effective for a maximum of 61 days. The city council, therefore, re-enacted the ordinance three times, on July 27, Sept. 21, and Dec. 21 in 2020. The last extension expired on Feb. 19, 2021.

The need for temporary outdoor dining areas continues. Under Executive Order No. 2021-11, restaurants, cafes, bars, and similar establishments must not exceed 75 percent of normal indoor occupancy, with a maximum of 250 people. Occupancy must ensure a six-foot distance between parties at different tables.

The community development department previously issued 10 permits and received no complaints.

If enacted, the proposed emergency ordinance will expire on May 21, 2021. Staff will request council to renew the ordinance if necessary.

Staff Recommendation

Staff recommends the city council adopt the ordinance.

Through: Geralyn Barone, City Manager
 Julie Wischnack, AICP, Community Development Director
 Loren Gordon, AICP, City Planner

Originator: Susan Thomas, AICP, Assistant City Planner

Ordinance No. 2021-__

An Emergency Ordinance relating to outdoor dining

The City of Minnetonka Ordains:

Section 1. Preamble

On March 16, 2020, Mayor Brad Wiersum declared a local state of emergency, which the Minnetonka City Council consented to by adopting Resolution No. 2020-029 and extended by Resolution No. 2020-40. On June 8, 2020, the city council enacted Emergency Ordinance No. 2020-13, which authorized administratively-issued permits to licensed restaurants for temporary outdoor eating areas. On July 27, 2020, Sept. 21, 2020, and Dec. 21, 2020, the city council enacted Emergency Ordinance Nos. 2020-15, 2020-17, and 2020-23 respectively, extending the authority to issue administrative temporary outdoor dining permits. Emergency Ordinance No. 2020-23 expired on Feb. 19, 2021. Under Executive Order 21-11, issued by Governor Tim Walz, restaurants, cafes, bars, and similar establishments are restricted to 75% occupancy with a limit of 250 people indoors and a similar limit to outdoor seating areas. There is a need to re-enact the provisions of Emergency Ordinance No. 2020-23. This emergency ordinance is adopted in accordance with Section 900 of the City Code to help mitigate the effects of the local emergency upon the community.

Section 2. Temporary Outdoor Dining Permits

2.01. Administrative temporary outdoor dining permits. For the duration of this ordinance, the community development director is authorized to administratively issue a temporary outdoor dining permit for a sidewalk café or outdoor eating area that is accessory to a licensed restaurant. The permit may allow for the establishment of a new outdoor eating area or expansion of an existing outdoor eating area on areas adjacent to the restaurant, including the use of parking spaces or portions of a public sidewalk or public right of way. No outdoor eating area may be established or expanded into an area that would interfere unreasonably with pedestrian or vehicular movement in the vicinity or interfere with access by emergency vehicles.

2.02. Permit conditions. The community development director shall establish minimum requirements for temporary outdoor eating areas to protect the public health and safety, to ensure compliance with state liquor law requirements, if applicable, and to ensure that the use is conducted in accordance with applicable executive orders and guidance issued by the State of Minnesota, as those executive orders and guidelines may be modified during the duration of this ordinance. Upon written notice to the permit holder, the community development director may modify the conditions of a permit at any time to address changes in state executive orders or guidance that occur after the permit has been issued. A permit to use a public sidewalk or public right of way for outdoor dining must be conditioned upon the execution of an agreement to defend and indemnify the city against claims and may not be issued without the consent of the public works director. The community development director shall have the authority to revoke a temporary outdoor dining permit for violation of any of the permit's conditions of approval.

Section 3. Effect

This emergency ordinance supersedes inconsistent or conflicting provisions of the City Code and any resolution or ordinance while this emergency ordinance remains in effect. Any

temporary outdoor dining permit issued prior to the effective date of this ordinance is ratified on the condition that the permit is made subject to this ordinance.

Section 4. Duration

This emergency ordinance is effective immediately upon adoption and shall expire sixty-one (61) days after its adoption or upon the expiration of the local emergency to which it relates, whichever comes first.

Adopted by the city council of the City of Minnetonka, Minnesota, on March 22, 2021.

Brad Wiersum, Mayor

Attest:

Becky Koosman, City Clerk

Action on this Ordinance:

Date of introduction:
Date of adoption: March 22, 2021
Motion for adoption:
Seconded by:
Voted in favor of:
Voted against:
Abstained:
Absent:
Ordinance adopted.

Date of publication:

I certify that the foregoing is a true and correct copy of an ordinance adopted by the city council of the City of Minnetonka, Minnesota, at a meeting held on March 22, 2021.

Becky Koosman, City Clerk

City Council Agenda Item #13A
Meeting of Mar. 22, 2021

Brief Description: 2021 Community Development Block Grant Funds – Urban Hennepin County Allocation

Recommended Action: Hold the public hearing, adopt the resolution, and authorize the negotiation of any related agreements

Background

The Community Development Block Grant (CDBG) program, overseen by the U.S. Department of Housing and Urban Development (HUD), provides federal funds to implement a range of economic and community development activities. Those activities are based upon the needs, priorities, and benefits to the community. CDBG activities are developed and the division of funding is determined at the local level. All funded activities must meet at least one of the three national objectives:

- Benefit low-and moderate-income persons
- Help prevent and/or eliminate slums and/or blight
- Meet other community development needs of particular urgency

In 2018, the City of Minnetonka elected to join the Urban Hennepin County CDBG Program. Under this program, Hennepin County coordinates CDBG programming and administration activities on behalf of the city for any CDBG grants the city receives. The city is notified annually by Hennepin County of its CDBG allocation based on HUD's formula and the yearly grant dollars directed into the national CDBG program. The distribution formula is based on population, poverty level, and availability of housing. In April 2020, the city elected to continue the Urban Hennepin County CDBG program arrangement through 2023.

2021 CDBG Allocation

Before any money is allocated directly to cities, Hennepin County retains 15% of the total CDBG award for public services, 12-15% for program administration, and 1% for fair housing advocacy. After Hennepin County retains its portion, the remainder of the Minnetonka allocation is forwarded to the city to use at its discretion (in accordance with at least one of the national objectives) and as identified in the city's Economic Improvement Program. For the fiscal year 2021, Minnetonka was notified that its direct allocation is \$141,636. The 2021 amount is nearly a 7% increase from the 2020 allocation.

The final allocation amounts must be authorized by the Hennepin County Board before any agreements between the city and Hennepin County are finalized. If the final allocation amounts differ from the notified amount, the funding amounts would be adjusted on a pro-rata basis. Following Hennepin County Board approval, staff will coordinate with Hennepin County to finalize the sub-recipient agreement and any third-party agreements.

The CDBG program year is July 1 to June 30, which differs from the city's fiscal year of Jan. 1 to Dec. 31. Thus, the city's budget only reflects CDBG funds spent during its fiscal year *and does*

not reflect the true annual CDBG allocation. All finances and allocation years in this report refer to the federal program year.

Hennepin County Grant Allocation and Uses

Public Services

CDBG funding for public service activities is awarded through a single combined, competitive Request for Proposals (RFP) covering all county CDBG program cities. Fifteen percent of the overall county CDBG allocation (approximately \$450,000), which includes Minnetonka's contribution, is set aside for this purpose. The 2021 RFP accepted proposals until Feb. 18, 2021, from public service providers.

In previous funding rounds, the following organizations benefiting Minnetonka residents have been funded: Resource West, Senior Community Services, YMCA, Treehouse, ICA Foodshelf, Community Action Partnership of Hennepin County, Sojourner Project, and Homeline.

The tentative timeline for awarding 2021 public service funding is outlined below:

- Distribution of applications – Jan. 2021
- Applications due – Thursday, Feb. 18, 2021
- Application review – March 2021
- County Board Approval – May/June 2021
- HUD approval – June/July 2021
- Contract period – July 2021 – June 2022

Fair Housing Activities

Hennepin County represents the City of Minnetonka at the Hennepin Housing Consortium. The county retains one percent of the total allocation amount for fair housing activities on the city's behalf. The one percent retained is consistent with prior year expenditures for fair housing activities and follows the city's Fair Housing Policy (No. 13.1).

Administration

Under the Urban County CDBG Program, the county retains 12%-15% of the total CDBG allocation, including Minnetonka's contribution, for administrative purposes.

Minnetonka Grant Allocation and Uses

Home Rehabilitation Loan Program

The Home Rehabilitation Loan Program offers ten-year, no-interest deferred loans of up to \$15,000 (previously \$5,000). Minnetonka has run a home rehabilitation program for decades. Since 2007, the CDBG rehabilitation program has assisted 328 homeowners by providing over \$2.1 million for home improvements. To qualify, applicants must have an income at or below 80 percent of the area median income.

2020 Income Limits (2021 limits are anticipated to be released in April of 2021)

Household Size	80% of Median Income
1 person	\$54,950
2 person	\$62,800
3 person	\$70,650
4 person	\$78,500
5 person	\$84,780

In 2020, eight projects were completed, with an additional six projects approved. There are currently 76 residents on the waitlist to receive a loan through this program.

In previous years, a majority of Minnetonka's CDBG funding allocation went to support this program. Due to past success and robust demand, staff recommends that the estimated \$141,636 direct allocation amount be applied to continuing the Home Rehabilitation Program in 2021.

Home Rehabilitation Loan Program relation to Homes Within Reach CDBG Program

On [Nov. 9, 2020](#), the city council allocated \$207,500 from prior year CDBG fund balances for the creation of a rehabilitation program exclusively for Homes Within Reach homeowners. The HWR program's funding is a separately managed pool of CDBG funds received prior to the 2018 agreement with the Urban Hennepin County CDBG Program. Those funds are unrelated to the proposed use in this report and do not affect the proposed funding level for the Home Rehabilitation Program described herein.

Future CDBG Funding

At the federal level, there has been discussion there may be more CDBG dollars directed to cities for COVID relief. If this occurs, per the Urban County Allocation Agreement, Hennepin County would be the recipient on behalf of Minnetonka. Staff would work with Hennepin County to outline possible uses of those funds. Any additional funding will likely require public input and council action.

Recommendation

- 1) Hold the public hearing on the proposed use of 2021-2022 CDBG funds;
- 2) Adopt the resolution approving the application of \$141,636 for the Home Rehabilitation Program from 2021-2022 Urban Hennepin County CDBG program funds, and;
- 3) Authorize the negotiation and execution of a sub-recipient agreement with Hennepin County and any third party agreements

Submitted through:

Geralyn Barone, City Manager
Darin Nelson, Finance Director
Julie Wischnack, AICP, Community Development Director
Alisha Gray, EDFP, Economic Development and Housing Manager

Originated by:

Rob Hanson, EDFP, Economic Development Coordinator

Attachments

2021 CDBG Funding Request Form
2021 Hennepin County Sub-agreement Draft



Hennepin County CDBG Funding Request Form 2021 Program Year

Organization Information

Agency/Organization Name: City of Minnetonka

Address: 14600 Minnetonka Blvd. Minnetonka, MN 55345

Organization Type: **Government** **Non-Profit** **For-Profit** **Other:** [Click here to enter text.](#)

Name of Primary Contact: Rob Hanson

Title of Primary Contact: Economic Development Coordinator

Primary Contact Email: rhanson@minnetonkamn.gov

Primary Contact Phone: 952-939-8234

Activity Information

Activity Name: Minnetonka Home Loan Rehab Program

Amount of 2021 CDBG Funding Request: \$141,636

Use of CDBG Funds (e.g. acquisition, rehabilitation, construction): rehabilitation of owner occupied single family homes.

Description of Activity: The Minnetonka Home Loan Rehab Program offers ten-year, no-interest deferred loans of up to \$15,000. The program focuses on smaller and more urgent rehabilitation needs, providing more immediate assistance to homeowners. Minnetonka's rehab programs began in 1975 and since then over 597 Minnetonka homeowners have benefited, utilizing over \$4.2 million for home improvements. To qualify, applicants must have an income at or below 80% of Area Median Income, adjusted for size.

Location Address (if applicable): City-Wide

Description of Project Service Area (if applicable): The program will address the needs of the population within the City of Minnetonka that meets 80% of the Area Median Income and below. The goal is to help low to moderate income homeowners make necessary repairs to their homes.

Anticipated Accomplishments (complete a, b, or c below):

a.) Housing activities:

#Housing Units: 8

b.) Public Facilities activities:

List Census Block Groups served by the facility:

c.) All other activities:
#People Served:

Activity Need, Consistency with Plans, and Public Support

Who is the target clientele? What populations will benefit from the activity?

This program offers deferred loans to low-to-moderate income households below 80% AMI. We have found that this program has been very attractive the city's increasing senior population as well as single parent households.

What community needs does this activity address?

The City of Minnetonka is continually trying to add new affordable housing units and maintain the condition of existing units.

How does the activity address a goal identified in the 2020-2025 Consolidated Plan?

Note: Specify which Strategy and Goal the activity addresses.

This activity specifically addresses the strategy to "Preserve and Create Single Family Homeownership," through the activity of providing funds to homeowners for rehabilitation assistance.

How does the activity meet other locally identified community development needs?

Minnetonka features a large number of homes constructed in the 1950's through 1980's, as the age of the housing stock continues to increase, the number of maintenance issues will also increase. Minnetonka is also facing an increasing number of households with housing cost burden. An estimated 26% of Minnetonka residents have an "excess housing cost burden," meaning, their housing cost is greater than 30% of their income. Both of these issues creates an increased need for alternative resources to help with home maintenance projects.

Describe any community or private partnership support:

Very rarely are the CDBG funds the City devotes to the Home Rehabilitation Loan Project used to leverage other private funds. However, in some cases, governmental funds for energy assistance are used in conjunction with CDBG funds to enhance the project and increase the scope of what repairs can be made. In other cases, the loan recipient/homeowner uses their own funds when a certain project costs more than the loan amount or when a project is not eligible for CDBG funds.

Implementation Schedule

Projects may begin on or after July 1, 2021. Projects must be complete by June 30, 2022.

Note: Priority given to projects that can be completed by March 30, 2019.

Task	Anticipated Completion Date
2021 Funds Advertised in Minnetonka Memo and City Website	May 2021
Hennepin County to Continue Processing Applications	July 2021

Activity Budget

Note: Projects involving the acquisition, rehabilitation, and/or construction of housing or public facilities should submit a detailed sources and uses budget in Microsoft Excel format in lieu of completing this section.

2021 Funding Sources	Amount	Secured?
CDBG	\$141636	\$141636
Other local funds: specify if applicable		
Other federal funds: specify if applicable		
State		

(Attach separate pages if necessary)

Has this activity received CDBG funding in previous years? Yes No

If Yes, describe:

Uses of 2021 CDBG Funds (e.g. staff time, materials, etc.)	Amount
Home Loan Rehabilitation	\$141636

(Attach separate pages if necessary)

Staff Capacity

Describe staff capacity and experience relevant to administering this activity:

City staff has administered the program for years. In 2018 Hennepin County took over admin of the program for the city and continues to handle the management of the program.

List the names, position titles, and brief qualifications of staff who will be primarily responsible for delivering this activity (attach additional pages if necessary):

These activities are now undertaken by Hennepin County staff.

**CITY SUBRECIPIENT AGREEMENT
URBAN HENNEPIN COUNTY
2021 COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM**

THIS AGREEMENT is made and entered into by and between the COUNTY OF HENNEPIN, STATE OF MINNESOTA, ("RECIPIENT") A-2400 Government Center, Minneapolis, Minnesota 55487, and the CITY OF MINNETONKA, 14600 Minnetonka Blvd, Minnetonka, Minnesota 55345, ("SUBRECIPIENT") said parties to this Agreement each being governmental units of the State of Minnesota, and is made pursuant to Minnesota Statutes, Section 471.59.

WITNESSETH

WHEREAS, the Federal Department of Housing and Urban Development approved a Fiscal Year 2021 Community Development Block Grant (CDBG) Program (Catalog of Federal Domestic Assistance (CFDA) number 14.218) entitlement allocation to the RECIPIENT under Title I of the Housing and Community Development Act of 1974, as amended (the "Act"), to carry out various community development activities in cooperation with SUBRECIPIENT, according to the implementing regulations at 24 CFR Part 570; and

WHEREAS, contingent upon the RECIPIENT entering into a Funding Agreement with HUD for the receipt of the Federal Fiscal Year 2021 CDBG funds, the RECIPIENT has approved the use of \$141,636 of Federal Fiscal Year 2021 CDBG funds by the SUBRECIPIENT and any resulting program income for the implementation of eligible community development activity/ies included in and a part of the 2021 Annual Action Plan, Urban Hennepin County Community Development Block Grant (CDBG) Program, and further described in Exhibit 2 and Exhibit 3 to this Agreement; and

WHEREAS, the SUBRECIPIENT agrees to assume certain responsibilities for the implementation of the approved activities identified in Exhibit 2, said responsibilities being specified in part in the Joint Cooperation Agreement effective October 1, 2014, executed between RECIPIENT and SUBRECIPIENT and in the 2021 Annual Action Plan, Urban Hennepin County CDBG Program and the Certifications contained therein; the SUBRECIPIENT agrees to implement those activities described in Exhibit 2 attached hereto, and the RECIPIENT agrees to reimburse the SUBRECIPIENT for said implementation in a total amount not to exceed \$0; and

WHEREAS, the RECIPIENT agrees to implement and reimburse certain activities approved by the SUBRECIPIENT, as identified in Exhibit 3 (in a total amount not to exceed \$141,636 from SUBRECIPIENT'S 2021 allocation). RECIPIENT'S implementation shall comply with all applicable requirements of the Act, and the rules and regulations promulgated pursuant to the Act, including but not limited to 24 CFR Part 570; additionally, where applicable, RECIPIENT shall execute a Nonprofit Subrecipient Agreement/Program Year 2021 Community Development Block Grant Program with public service providers approved by the SUBRECIPIENT.

NOW, THEREFORE, the parties hereunto do hereby agree as follows:

1. **SCOPE OF SERVICES**

- A. The SUBRECIPIENT shall expend all or any part of its CDBG allocation only on those activities identified in Exhibit 2, subject to the requirements of this Agreement and the stipulations and requirements set forth in Exhibit 2 to this Agreement.
- B. The SUBRECIPIENT shall take all necessary actions, not only to comply with the stipulations as set out in Exhibit 2, but to comply with any requests by the RECIPIENT in that connection; it being understood that the RECIPIENT is responsible to the Department of Housing and Urban Development (HUD) for ensuring compliance with such requirements. The SUBRECIPIENT also will promptly notify the RECIPIENT of any changes in the scope or character of the activity/ies which it is implementing.
- C. At the request of the RECIPIENT, on a form to be provided, the SUBRECIPIENT shall submit a schedule, corresponding to the term of this Agreement, showing milestones for activity implementation and timely expenditure of funds and will provide other information as requested to assure compliance with HUD timeliness requirements.
- D. SUBRECIPIENT shall submit all necessary documentation applicable to each specific activity as identified in Exhibit 2.

2. **TERM OF AGREEMENT**

The effective date of this Agreement is July 1, 2021. The termination date of this Agreement is June 30, 2021, or at such time as the activity/ies constituting part of this Agreement are satisfactorily completed prior thereto. Upon expiration, the SUBRECIPIENT shall relinquish to the RECIPIENT all program funds unexpended and uncommitted, and all accounts receivable attributable to the use of CDBG funds for the activities described in Exhibit 2, as may be amended.

3. **THIRD PARTY AGREEMENTS**

The SUBRECIPIENT may subcontract this Agreement and/or the services to be performed hereunder, whether in whole or in part, only with the prior consent of the RECIPIENT and only through a written Third Party Agreement acceptable to the RECIPIENT. The SUBRECIPIENT shall not otherwise assign, transfer, or pledge this Agreement and/or the services to be performed hereunder, whether in whole or in part, without the prior consent of the RECIPIENT.

4. **AMENDMENTS TO AGREEMENT**

Any material alterations, variations, modifications or waivers of provisions of this Agreement shall only be valid when reduced to writing as an Amendment to this Agreement signed, approved and properly executed by the authorized representatives of the parties. An exception to this process will be in amending Exhibit 2 to this Agreement.

Exhibit 2 shall be deemed amended to conform to any amendments to the Annual Action Plan, as such amendments occur.

Amendments will be considered at the following levels:

Level 1: Minor Amendment. A minor amendment is a modification that (1) increases or decreases the amount awarded to an activity by less than 25 percent; or (2) changes the eligible activity or location of activity, but not the purpose, scope or intended beneficiaries.

Minor amendments do not require public comment, city council action, or Board action and are considered “revisions”. Hennepin County staff in the department of Housing and Economic Development may approve minor amendments provided they are eligible and satisfy the objectives of the Consolidated Plan and the CDBG Program.

Level 2: General Amendment. A general amendment is one that (1) increases or decreases the amount awarded to an activity by 25-50 percent of the original budget; or (2) increases or decreases the amount awarded to an activity by more than 50 percent of the original budget and the amount being reallocated is less than \$100,000; or (3) cancels an activity.

Notification of the general amendment and comment period will be published in the official newspaper for the city initiating the amendment at least 15 days prior to approval of the required formal action by the entity initiating the amendment. A public hearing is not required. All comments received during the comment period will be considered prior to implementation of the general amendment.

Hennepin County staff in the department of Housing and Economic Development may approve general amendments provided they are eligible and satisfy the objectives of the Consolidated Plan and the CDBG Program and, the public notice requirement has been satisfied.

Level 3: Substantial Amendment. A substantial amendment is one that (1) increases or decreases the amount awarded to a CDBG activity by a minimum of \$100,000 and is more than 50 percent of the original budget; or (2) changes the purpose, scope or intended beneficiaries of an activity; or (3) creates a new project.

Notification of the substantial amendment and comment period will be published in the official newspaper for the city initiating the amendment at least 30 days prior to approval of the required formal action by the entity initiating the amendment. A public hearing is not required. All comments received during the comment period will be considered prior to approving the amendment. A summary of any written comments received and a copy of the written response from the county or city will be attached to the substantial amendment. The city initiating the amendment must be approved by that city council and the Hennepin County Board.

5. **PAYMENT OF CDBG FUNDS**

The RECIPIENT agrees to provide the SUBRECIPIENT with CDBG funds not to exceed the Hennepin County authorized budget to enable the SUBRECIPIENT to carry out its CDBG-eligible activity/ies as described in Exhibit 2. It is understood that the RECIPIENT shall be held accountable to HUD for the lawful expenditure of CDBG funds under this Agreement. The RECIPIENT shall therefore make no payment of CDBG funds to the

SUBRECIPIENT and draw no funds from HUD/U.S. Treasury on behalf of a SUBRECIPIENT activity/ies, prior to having received a request for reimbursement for expenses incurred from the SUBRECIPIENT. In addition to the request form, SUBRECIPIENT shall provide copies of all documents and records needed to ensure that the SUBRECIPIENT has complied with the appropriate regulations and requirements.

All invoices shall display the COUNTY purchase order number and be sent to the central invoice receiving address supplied by the COUNTY.

The RECIPIENT'S commitment to provide SUBRECIPIENT with CDBG funds is contingent upon RECIPIENT'S receipt of such funds from HUD. The RECIPIENT shall have no obligation to contribute its own funds in place of CDBG funds not received from HUD.

6. **INDEMNITY AND INSURANCE**

- A. The SUBRECIPIENT does hereby agree to defend, indemnify, and hold harmless the RECIPIENT, its elected officials, officers, agents, volunteers and employees from and against all costs, expenses, claims, suits or judgments arising from or growing out of any injuries, loss or damage sustained by any person or corporation, including employees of SUBRECIPIENT and property of SUBRECIPIENT, which are caused by or sustained in connection with the tasks carried out by the SUBRECIPIENT under this Agreement.
- B. In order to protect SUBRECIPIENT and RECIPIENT from liability and to effectuate the indemnification provisions hereinabove, each SUBRECIPIENT that is not self-insured agrees that during the term of this Agreement it will carry a single limit or combined limit or excess umbrella commercial general liability policy in an amount equal to, but shall not be required to carry coverage in excess of, claim limits specified in Minnesota Statutes Section 466.04, as amended.
- C. This section shall in no way be intended by the parties hereto as a waiver of the liability limits specified in Minnesota Statutes Section 466.04, as amended.

7. **CONFLICT OF INTEREST**

- A. In the procurement of supplies, equipment, construction, and services by the SUBRECIPIENT, the conflict of interest provisions in 24 CFR 85.36 and OMB Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Grant Guidance), as applicable, shall apply.
- B. In all other cases, the provisions of 24 CFR 570.611 shall apply.

8. **DATA PRIVACY**

The SUBRECIPIENT agrees to abide by the provisions of the Minnesota Government Data Practices Act and all other applicable state and federal laws, rules, and regulations relating to data privacy or confidentiality, and as any of the same may be amended. The SUBRECIPIENT agrees to defend, indemnify and hold the RECIPIENT, its elected officials, officers, agents, volunteers and employees harmless from any claims resulting

from the SUBRECIPIENT'S unlawful disclosure and/or use of such protected data.

9. **SUSPENSION OR TERMINATION**

- A. If the SUBRECIPIENT materially fails to comply with any term of this Agreement or so fails to administer the work as to endanger the performance of this Agreement, this shall constitute noncompliance and default. Unless the SUBRECIPIENT'S default is excused by the RECIPIENT, the RECIPIENT may take one or more of the actions prescribed in 24 CFR 85.43, including the option of immediately canceling this Agreement in its entirety.
- B. The RECIPIENT'S failure to insist upon strict performance of any provision or to exercise any right under this Agreement shall not be deemed a relinquishment or waiver of the same. Such consent shall not constitute a general waiver or relinquishment throughout the entire term of the Agreement.
- C. This Agreement may be cancelled with or without cause by either party upon thirty (30) days' written notice according to the provisions in 24 CFR 85.44.
- D. CDBG funds allocated to the SUBRECIPIENT under this Agreement may not be obligated or expended by the SUBRECIPIENT following such date of termination. Any funds allocated to the SUBRECIPIENT under this Agreement which remain unobligated or unspent following such date of termination shall automatically revert to the RECIPIENT.

10. **REVERSION OF ASSETS**

Upon expiration or termination of this Agreement, the SUBRECIPIENT shall transfer to the RECIPIENT any CDBG funds on hand or in the accounts receivable attributable to the use of CDBG funds, including CDBG funds provided to the SUBRECIPIENT in the form of a loan. Any real property under the control of the SUBRECIPIENT that was acquired or improved, in whole or in part, using CDBG funds in excess of \$25,000 shall either be:

- A. Used to meet one of the national objectives in 24 CFR 570.208 and not used for the general conduct of government until:
 - (1) For units of general local government, five years from the date that the unit of general local government is no longer considered by HUD to be a part of Urban Hennepin County.
 - (2) For any other SUBRECIPIENT, five years after expiration of this Agreement;
or
- B. Not used in accordance with A. above, in which event the SUBRECIPIENT shall pay to the RECIPIENT an amount equal to the current market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property. The payment is program income to the RECIPIENT. No payment is required after the period of time specified in A. above.

11. **PROCUREMENT**

The SUBRECIPIENT shall be responsible for procurement of all supplies, equipment, services, and construction necessary for implementation of its activity/ies. Procurement shall be carried out in accordance with the "Common Rule" Administrative Requirements in 24 CFR 85 and all provisions of the CDBG Regulations in 24 CFR 570 (the most restrictive of which will take precedence). The SUBRECIPIENT shall prepare, or cause to be prepared, all advertisements, negotiations, notices, and documents, enter into all contracts, and conduct all meetings, conferences, and interviews as necessary to ensure compliance with the above described procurement requirements. The RECIPIENT shall provide advice and staff assistance to the SUBRECIPIENT to carry out its CDBG-funded activity/ies.

12. **ACQUISITION, RELOCATION, AND DISPLACEMENT**

- A. The SUBRECIPIENT shall be responsible for carrying out all acquisitions of real property necessary for implementation of the activity/ies. The SUBRECIPIENT shall conduct all such acquisitions in its name, or in the name of any of its public, governmental, nonprofit agencies as authorized by its governing body, which shall hold title to all real property purchased. The SUBRECIPIENT shall be responsible for preparation of all notices, appraisals, and documentation required in conducting acquisition under the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 as required under 49 CFR Part 24 and of the CDBG Program. The SUBRECIPIENT shall also be responsible for providing all relocation notices, counseling, and services required by said regulations. The RECIPIENT shall provide advice and staff assistance to the SUBRECIPIENT to carry out its CDBG-funded activity/ies.
- B. The SUBRECIPIENT shall comply with the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 as required under 24 CFR 570.606(a) and HUD implementing regulations at 24 CFR 42; the requirements in 24 CFR 570.606(b) governing the residential antidisplacement and relocation assistance plan under section 104(d) of the Housing and Community Development Act of 1974 (the Act); the relocation requirements of 24 CFR 570.606(c) governing displacement subject to section 104(k) of the Act; and the requirements of 24 CFR 570.606(d) governing optional relocation assistance under section 105(a)(11) of the Act.

13. **ENVIRONMENTAL REVIEW**

The RECIPIENT shall determine the level of environmental review required under 24 CFR Part 58 and maintain the environmental review record on all activities. The SUBRECIPIENT shall be responsible for providing necessary information, relevant documents, and public notices to the RECIPIENT to accomplish this task.

14. **LABOR STANDARDS, EMPLOYMENT, AND CONTRACTING**

The RECIPIENT shall be responsible for the preparation of all requests for HUD for wage rate determinations on CDBG activities undertaken by the SUBRECIPIENT. The SUBRECIPIENT shall notify the RECIPIENT prior to initiating any activity, including advertising for contractual services which will include costs likely to be subject to the provisions on Federal Labor Standards and Equal Employment Opportunity and related

implementing regulations. The RECIPIENT will provide technical assistance to the SUBRECIPIENT to ensure compliance with these requirements.

No CDBG funds shall be used directly or indirectly to employ, award contracts to, or otherwise engage the services of, or fund any contractor or subrecipient during any period of debarment, suspension, or placement in ineligibility status under the provisions of 24 CFR Part 24. Prior to awarding a contract, the SUBRECIPIENT shall promptly notify the RECIPIENT. The RECIPIENT shall be responsible for determining the status of the contractor under this requirement, and shall notify SUBRECIPIENT if the contractor is or is not prohibited from doing business with the Federal government as a result of debarment or suspension proceedings.

15. **PROGRAM INCOME**

If the SUBRECIPIENT generated any program income, as defined in 24 CFR 570.500, as a result of the expenditure of CDBG funds, the provisions of 24 CFR 570.504 shall apply, as well as the following specific stipulations:

- A. The SUBRECIPIENT will notify the RECIPIENT of any program income within ten (10) days of the date such program income is generated. When program income is generated by an activity only partially assisted with CDBG funds, the income shall be prorated to reflect the percentage of CDBG funds used.
- B. On a form to be provided by the RECIPIENT, the SUBRECIPIENT will document amounts received as program income are properly determined, calculated and supported. The RECIPIENT will subsequently review and verify documentation to assure Federal requirements are met.
- C. Any such program income must be paid to the RECIPIENT by the SUBRECIPIENT as soon as feasible after such program income is generated unless the SUBRECIPIENT is permitted to retain program income.
- D. Program income returned to the RECIPIENT shall be credited to the grant authority of SUBRECIPIENT, whose project generated the program income, and shall be used for fundable and eligible CDBG activities consistent with this Agreement.
- E. Program income shall be expended by the SUBRECIPIENT within one year of receipt by the RECIPIENT.
- F. The SUBRECIPIENT further recognizes that the RECIPIENT has the responsibility for monitoring and reporting to HUD on the use of any such program income. The responsibility for appropriate record keeping by the SUBRECIPIENT and reporting to the RECIPIENT by the SUBRECIPIENT on the use of such program income is hereby recognized by the SUBRECIPIENT. The RECIPIENT agrees to provide technical assistance to the SUBRECIPIENT in establishing an appropriate and proper record-keeping and reporting system, as required by HUD.
- G. In the event of close-out or change in status of the SUBRECIPIENT, any program income that is on hand or received subsequent to the close-out or change in status shall be paid to RECIPIENT as soon as feasible after the income is received. The RECIPIENT agrees to notify the SUBRECIPIENT, should closeout or change in

status of the SUBRECIPIENT occur.

16. **USE OF REAL PROPERTY**

The following standards shall apply to real property under the control of the SUBRECIPIENT that was acquired or improved, in whole or in part, using CDBG funds:

- A. The SUBRECIPIENT shall inform the RECIPIENT at least thirty (30) days prior to any modification or change in the use of the real property from that planned at the time of acquisition or improvements, including disposition. The SUBRECIPIENT will comply with the requirements of 24 CFR 570.505 to provide affected citizens the opportunity to comment on any proposed change and to consult with affected citizens.
- B. The SUBRECIPIENT shall reimburse the RECIPIENT in an amount equal to the current fair market value (less any portion thereof attributable to expenditures of non-CDBG funds) of property acquired or improved with CDBG funds that is sold or transferred for a use which does not qualify under the CDBG regulations. Said reimbursement shall be provided to the RECIPIENT at the time of sale or transfer of the property referenced herein. Fair market value shall be established by a current written appraisal by a qualified appraiser. The RECIPIENT will have the option of requiring a second appraisal after review of the initial appraisal.
- C. Any program income generated from the disposition or transfer of real property prior to or subsequent to the close-out, change of status or termination of the Joint Cooperation Agreement between the RECIPIENT and the SUBRECIPIENT shall be repaid to the RECIPIENT at the time of disposition or transfer of the property.

17. **ADMINISTRATIVE REQUIREMENTS**

The uniform administrative requirements delineated in 24 CFR 570.502 and any and all administrative requirements or guidelines promulgated by the RECIPIENT shall apply to all activities undertaken by the SUBRECIPIENT provided for in this Agreement and to any program income generated therefrom.

18. **AFFIRMATIVE ACTION AND EQUAL OPPORTUNITY**

- A. During the performance of this Agreement, the SUBRECIPIENT agrees to the following: In accordance with the Hennepin County Affirmative Action Policy and the County Commissioners' Policies Against Discrimination, no person shall be excluded from full employment rights or participation in, or the benefits of, any program, service or activity on the grounds of race, color, creed, religion, age, sex, disability, marital status, sexual orientation, public assistance status, or national origin; and no person who is protected by applicable federal or state laws against discrimination shall be otherwise subjected to discrimination.
- B. The SUBRECIPIENT will furnish all information and reports required to comply with the provisions of 24 CFR Part 570 and all applicable state and federal laws, rules, and regulations pertaining to discrimination and equal opportunity.

19. **NON-DISCRIMINATION BASED ON DISABILITY**

- A. The SUBRECIPIENT shall comply with Section 504 of the Rehabilitation Act of 1973, as amended, to ensure that no otherwise qualified individual with a handicap, as defined in Section 504, shall, solely by reason of his or her handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination by the SUBRECIPIENT receiving assistance from the RECIPIENT under Section 106 and/or Section 108 of the Housing and Community Development Act of 1974, as amended.
- B. When and where applicable, the SUBRECIPIENT shall comply with, and make best efforts to have its third party providers comply with, Public Law 101-336 Americans With Disabilities Act of 1990, Title I "Employment," Title II "Public Services" - Subtitle A, and Title III "Public Accommodations and Services Operated By Private Entities" and all ensuing federal regulations implementing said Act.

20. **LEAD-BASED PAINT**

The SUBRECIPIENT shall comply with the Lead-Based Paint notification, inspection, testing and abatement procedures established in 24 CFR 570.608.

21. **FAIR HOUSING**

In accordance with the Fair Housing Act, Community Development Block Grant recipients are required to administer all programs and activities in a manner to affirmatively further the policies of the Fair Housing Act. The RECIPIENT has certified to HUD that it will affirmatively further fair housing within its jurisdiction. Should HUD make a determination that the SUBRECIPIENT has not affirmatively furthered fair housing or has impeded action by the RECIPIENT to comply with its fair housing certification, the RECIPIENT shall exercise its authority, as contained in the Joint Cooperation Agreement, to prohibit the SUBRECIPIENT from receiving CDBG funding for any activities until the violation has been remedied.

22. **LOBBYING**

- A. No federal appropriated funds have been paid or will be paid, by or on behalf of the SUBRECIPIENT, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal Grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement SUBRECIPIENT will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

23. **USE OF EXCESSIVE FORCE BY LAW ENFORCEMENT AGENCIES**

SUBRECIPIENT has adopted and is enforcing a policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and a policy of enforcing applicable state and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within its jurisdiction.

24. **OTHER CDBG POLICIES**

The SUBRECIPIENT shall comply with the applicable section of 24 CFR 570.200, particularly sections (b) (Special Policies Governing Facilities); (c) (Special Assessments); (f) (Means of Carrying out Eligible Activities); and (j) (Faith-Based Activities).

25. **TECHNICAL ASSISTANCE**

The RECIPIENT agrees to provide technical assistance to the SUBRECIPIENT in the form of oral and/or written guidance and on-site assistance regarding CDBG procedures and project management. This assistance will be provided as requested by the SUBRECIPIENT and at other times at the initiative of the RECIPIENT when new or updated information concerning the CDBG Program is received by the RECIPIENT and deemed necessary to be provided to the SUBRECIPIENT.

26. **RECORD-KEEPING**

The SUBRECIPIENT shall maintain records of the receipt and expenditure of all CDBG funds, such records to be maintained in accordance with OMB Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Grant Guidance) and the "Common Rule" Administrative Requirements in 24 CFR 85 and in accordance with OMB Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Grant Guidance), as applicable. All records shall be made available upon request of the RECIPIENT for inspection/s and audit/s by the RECIPIENT or its representatives. If a financial audit/s determines that the SUBRECIPIENT has improperly expended CDBG funds, resulting in the U.S. Department of Housing and Urban Development (HUD) disallowing such expenditures, the RECIPIENT reserves the right to recover from the SUBRECIPIENT such disallowed expenditures from non-CDBG sources. Audit procedures are specified below in Section 28 of this AGREEMENT.

27. **ACCESS TO RECORDS**

The RECIPIENT shall have authority to review any and all procedures and all materials, notices, documents, etc., prepared by the SUBRECIPIENT in implementation of this Agreement, and the SUBRECIPIENT agrees to provide all information required by any person authorized by the RECIPIENT to request such information from the SUBRECIPIENT for the purpose of reviewing the same.

28. **AUDIT**

The SUBRECIPIENT agrees to provide RECIPIENT with an annual audit consistent with

the Single Audit Act OMB Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Grant Guidance) and, to certify and assure compliance with the financial standards as set forth in Exhibit 2 to this AGREEMENT.

- A. The SUBRECIPIENT agrees to provide RECIPIENT with an annual audit consistent with the requirements as stated in the first paragraph of this section above. The audit shall be completed and submitted to RECIPIENT within the earlier of 30 days after receipt of the auditor's report(s), or nine months after the end of the audit period.
- B. RECIPIENT will issue a management decision on audit findings within six months after receipt of the audit report and ensure that the recipient takes appropriate and timely corrective action.
- C. In those instances where less than \$750,000 in assistance is expended from all Federal sources in any one fiscal year, and a single audit is not required, the RECIPIENT requests the following information within the same timeframe as in A., above: (1) annual financial statements, (2) independent auditor's report on internal control over financial reporting based on an audit of financial statements performed in accordance with government auditing standards, and (3) the Management Letter.
- D. The cost of the audit is not reimbursable from CDBG funds.
- E. The RECIPIENT reserves the right to recover from the SUBRECIPIENT'S non-CDBG funds any CDBG expenses which are disallowed by an audit.
- F. Assurance and certification by the Chief Financial Officer for the SUBRECIPIENT regarding its financial management system is attached hereto as Exhibit 1 and incorporated herein by reference.

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RECIPIENT EXECUTION

The Hennepin County Board of Commissioners having duly approved this Agreement on _____ pursuant to Resolution No _____ and the proper County officials having signed this Agreement, the RECIPIENT agrees to be bound by the provisions herein set forth.

Reviewed for COUNTY by
the County Attorney's Office:

{{Sig_es_:signer5:signature}}
{{userstamp5_es_:signer5:stamp}}

COUNTY OF HENNEPIN
STATE OF MINNESOTA
By:

{{Sig_es_:signer8:signature}}
{{userstamp8_es_:signer8:stamp}}

Reviewed for COUNTY by:

{{Sig_es_:signer6:signature}}
{{userstamp6_es_:signer6:stamp}}

ATTEST:

{{Sig_es_:signer9:signature}}
{{userstamp9_es_:signer9:stamp}}

Board Resolution No:
{{*BoardResolution_es_:signer6:brs}}

By:

{{Sig_es_:signer7:signature}}
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Document Assembled by:

{{Sig_es_:signer1:signature}}
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SUBRECIPIENT EXECUTION

SUBRECIPIENT, having signed this Agreement, and the SUBRECIPIENT'S governing body having authorized such approval and the proper city official having signed this Agreement, SUBRECIPIENT agrees to be bound by the provisions of this Agreement.

By entering into this Agreement the SUBRECIPIENT certifies that it is not prohibited from doing business with either the federal government or the State of Minnesota as a result of debarment or suspension proceedings.

SUBRECIPIENT warrants that the person who executed this Agreement is authorized to do so on behalf of SUBRECIPIENT as required by applicable articles, bylaws, resolutions or ordinances.*

By:

 {{Sig_es_:signer2:signature}}
 {{userstamp2_es_:signer2:stamp}}
 {{ ttl_es_:signer2:title}}

The City is organized pursuant to:

 {{*DD1_es_:signer2:dropdown(options="Plan A,Plan B,Charter")}}

If required, upload your City seal:

 {{Exh_es_:signer2:attachment:label("City Seal")}}

By:

 {{Sig_es_:signer3:signature}}
 {{userstamp3_es_:signer3:stamp}}
 {{ ttl_es_:signer3:title}}

By:

 {{Sig_es_:signer4:signature}}
 {{userstamp4_es_:signer4:stamp}}
 {{ ttl_es_:signer4:title}}

*SUBRECIPIENT represents and warrants that it has submitted to RECIPIENT all applicable documentation (articles, bylaws, resolutions or ordinances) that confirms the signatory's delegation of authority. Documentation is not required for a sole proprietorship.

**CITY SUBRECIPIENT AGREEMENT
URBAN HENNEPIN COUNTY
2021 COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM**

**EXHIBIT 1
ASSURANCE AND CERTIFICATION**

SUBRECIPIENT COMPLIANCE

SUBRECIPIENT shall comply with the Single Audit Act, OMB Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Grant Guidance). SUBRECIPIENT shall maintain a system of internal control over all programs in order to demonstrate compliance with the Single Audit Act, Uniform Grant Guidance and other pertinent laws and regulations. SUBRECIPIENT shall respond to audit findings, questioned costs or other compliance measures issues which may include taking requisite corrective action, executing necessary documents and other requirements;

If SUBRECIPIENT is a nonprofit organization, SUBRECIPIENT's signature on this Agreement assures and certifies it has met federal, state and local requirements regarding SUBRECIPIENT's financial management system.

SUBRECIPIENT is hereby notified of the following Federal Award Identification Information:

1. Subrecipient name (which must match registered name in DUNS): CITY OF MINNETONKA
2. Subrecipient's DUNS number (see § 200.32 Data Universal Numbering System (DUNS) number): 005202874
3. Federal Award Identification Number (FAIN): [Click here to enter text.](#)
4. Federal Award Date (see § 200.39 Federal award date): To be determined
5. Subaward Period of Performance Start and End Date:
6. Amount of Federal Funds Obligated by this action: \$141,636
7. Total Amount of Federal Funds Obligated to the Subrecipient: \$
8. Total Amount of the Federal Award: \$
9. Federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA): See activities in Exhibit 2.
10. Name of Federal awarding agency, pass-through entity, and contact information for awarding official: U.S. Department of Housing and Urban Development, Hennepin County, tyler.moroles@hennepin.us
11. CFDA Number and Name; the pass-through entity must identify the dollar amount made available under each Federal award and the CFDA number at time of disbursement: 14.218, Community Development Block Grant
12. Identification of whether the award is R&D: Not R&D
R&D means Research and Development. OMB Uniform Grant Guidance defines "Research" as the systematic study directed toward fuller scientific knowledge or understanding of the subject studied. "Development" is defined as the systematic use of knowledge or understanding gained from research.

13. Indirect cost rate for the Federal award (including if the de minimis rate is charged per § 200.414 Indirect (F&A) costs) and: Indirect costs not applicable.
14. Identification of whether the award is used as loans or loan guarantees: The award is not a loan or loan guarantee project

As applicable, SUBRECIPIENT shall confirm in writing that SUBRECIPIENT did not expend \$750,000 or more in total federal funds in a fiscal year. If SUBRECIPIENT expends \$750,000 or more of federal funds in a fiscal year, SUBRECIPIENT shall complete financial and compliance audits in accordance with the Single Audit Act and/or OMB Uniform Grant Guidance, as applicable. SUBRECIPIENT shall cooperate fully in the following:

1. During the term of this Agreement and as necessary after the expiration of this Agreement, to ensure compliance with applicable law, SUBRECIPIENT agrees to provide an annual audit report consistent with the provisions of the Single Audit Act and/or OMB Uniform Grant Guidance in accordance with government auditing standards, as applicable, within nine (9) months after SUBRECIPIENT's fiscal year-end. The cost of an audit is not reimbursable from funds received through this Agreement.
2. SUBRECIPIENT shall provide all information requested by COUNTY and report as directed by COUNTY.

As applicable, SUBRECIPIENT shall maintain property records that include a description of the applicable property, a serial number or other identification number, the source of the property, who holds title, the acquisition date and cost of the property, the percentage of federal participation in the cost of the property, the location, use and condition of the property, and any ultimate disposition data, including the date of disposal and sale price of the property. SUBRECIPIENT shall make said records available to COUNTY within five (5) business days of COUNTY's written request.

Failure to comply with the above requirements may result in forfeiture of funds. Without limiting any other remedies available at law, COUNTY reserves the right to recover from SUBRECIPIENT the full amount of any funds found to be improperly expended or otherwise disallowed.

We certify and assure that we are in compliance with the above conditions.

Specifically, our organization's financial management system provides for the following:

1. Accurate, current, and complete disclosure of the financial results of each federally sponsored project or program in accordance with the reporting requirements set forth in OMB Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Grant Guidance).
2. Records that identify adequately the source and application of funds for federally sponsored activities. These records contain information pertaining to federal awards, authorizations, obligations, unobligated balances, assets, outlays, and income.
3. Effective control over and accountability for all funds, property, and other assets. These assets are adequately safeguarded and are used solely for authorized purposes.
4. Comparison of actual outlays with budget amounts for each grant or other agreement and, whenever appropriate or required, comparisons of financial information with performance and unit cost data.

5. Procedures to minimize the elapsed time between the transfer of funds from the county to our organization and the disbursement of funds by our organization.
6. Procedures for determining the reasonableness, allowability, and allocability of costs in accordance with the provisions of the applicable federal cost principles and the terms of the grant or other agreement.
7. Accounting records that are supported by source documentation.
8. Annual audits by a firm of independent certified public accountants to ascertain the effectiveness of the financial management systems and internal procedures that we have established to meet the terms and conditions of the federal grants and other agreements. The audits are conducted on an organization-wide basis and include an appropriate sampling of federal agreements.
9. A systematic method to assure timely and appropriate resolution of audit findings and recommendations.
10. Organizations (subrecipients) that receive CDBG funds from us are required to comply with the financial management standards set forth in this certification.

**CITY SUBRECIPIENT AGREEMENT
URBAN HENNEPIN COUNTY
2021 COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM**

**EXHIBIT 2
ACTIVITIES ADMINISTERED BY SUBRECIPIENT**

**CITY SUBRECIPIENT AGREEMENT
URBAN HENNEPIN COUNTY
2021 COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM**

**EXHIBIT 3
ACTIVITIES ADMINISTERED BY OTHER AGENCY**

Activity	Provider	CDBG National Objective	Anticipated Goal Outcomes	Required Documentation	Expenses Eligible for Reimbursement	Budget
Homeowner Rehabilitation Assistance	Hennepin County	Low/Mod Housing	9 units	NA - other agency to collect	NA - other agency to seek reimbursement	\$ 141,636

Resolution No. 2021-

Resolution approving application for 2021-2022 Urban Hennepin County CDBG Program funds and authorizing execution of subrecipient agreement with Hennepin County and any third party agreements

Be it resolved by the City Council of the City of Minnetonka, Minnesota as follows:

Section 1. Background.

1.01. The City of Minnetonka, through execution of a Joint Cooperation Agreement with Hennepin County, is cooperating in the Urban Hennepin County Community Development Block Grant Program.

1.02. The City of Minnetonka has developed a proposal for the use of 2021 Urban Hennepin County Community Development Block Grant funds.

1.03. In accordance with the CDBG citizen participation plan, the city has held a public hearing and 30 day comment period to obtain the views of citizens on the proposed use of those funds.

Section 2. Council Action.

2.01. The city council of Minnetonka approves the following project(s) for funding from the 2021 Urban Hennepin Community Development Block Grant Program and authorizes submittal of the proposal to Urban Hennepin County/Consolidated Pool.

<u>Activity</u>	<u>Budget</u>
Single Family Home Rehabilitation	\$141,636

2.02. The city council hereby authorizes and directs the mayor and city manager to negotiate and execute a subrecipient agreement and any required third-party agreement on behalf of the city to implement 2021-2022 CDBG programming.

2.03. Should the actual amount of the HUD FY 2021-2022 funding to the city be different from the preliminary amount provided to the city, the city council hereby authorizes the city manager to adjust the following activity budget(s) proportionally to reflect the actual amount of funding available.

<u>Activity</u>	<u>Budget</u>
Single Family Home Rehabilitation	\$141,636

Adopted by the City Council of the City of Minnetonka, Minnesota, on March, 22 2021.

Brad Wiersum, Mayor

Attest:

Becky Koosman, City Clerk

Action on this resolution:

Motion for adoption:

Seconded by:

Voted in favor of:

Voted against:

Abstained:

Absent:

I hereby certify that the foregoing is a true and correct copy of a resolution adopted by the City Council of the City of Minnetonka, Minnesota, at a meeting held on March 22, 2021.

Becky Koosman, City Clerk

City Council Agenda Item #13B
Meeting of Mar. 22, 2021

Brief Description On-sale wine and on-sale 3.2 percent malt beverage liquor licenses for Toma Mojo Grill, LLC., at 12977 Ridgedale Drive

Recommendation Open the public hearing and continue to April 26, 2021

Background

The city has received applications from Toma Mojo Grill, LLC., for on-sale wine and on-sale 3.2 percent malt beverage liquor licenses, for use at 12977 Ridgedale Dr. The restaurant space was formally occupied by Noodles and Company.

Business Ownership

Toma Mojo Grill is equally owned by Paul Backer and Michael Knox. This is the first restaurant business that the pair have opened. However, both applicants have worked in various restaurants in the Twin Cities for several years. Paul served as executive chef of Tilia and St. Genevieve in Minneapolis. Michael has been both the bar manager and general manager of Tilia. Michael will serve as the general manager of Toma Mojo Grill. He meets the metro-area residency requirements of the city's liquor ordinance.

Business Operation Description

The restaurant will be open daily from 11:00 a.m. – 10:00 p.m. Breakfast hours may potentially be added daily from 8:00 a.m. It is a fast-casual, counter-service restaurant for 68 guests inside and 24 on the outdoor patio. The food is inspired by Spain and Portugal with the option of dine-in or family-size meals-to-go. There will be approximately 8 employees during peak business hours, with a total staffing size of 15-20 employees.

All employees of Toma Mojo Grill will be trained in handling and serving alcohol. The owners have expressed interest in having the Minnetonka Police Department conduct their alcohol training. Employees will be trained to card patrons with a valid ID who appear to be under the age of 35. Toma Mojo Grill is projecting their food to alcohol ratio to be 80/20% split leaning towards food.

Application Information

Application information and license fees have been submitted. The police department's investigative report is pending and will be forwarded to the council prior to the continued public hearing on April 26, 2021.

Recommendation

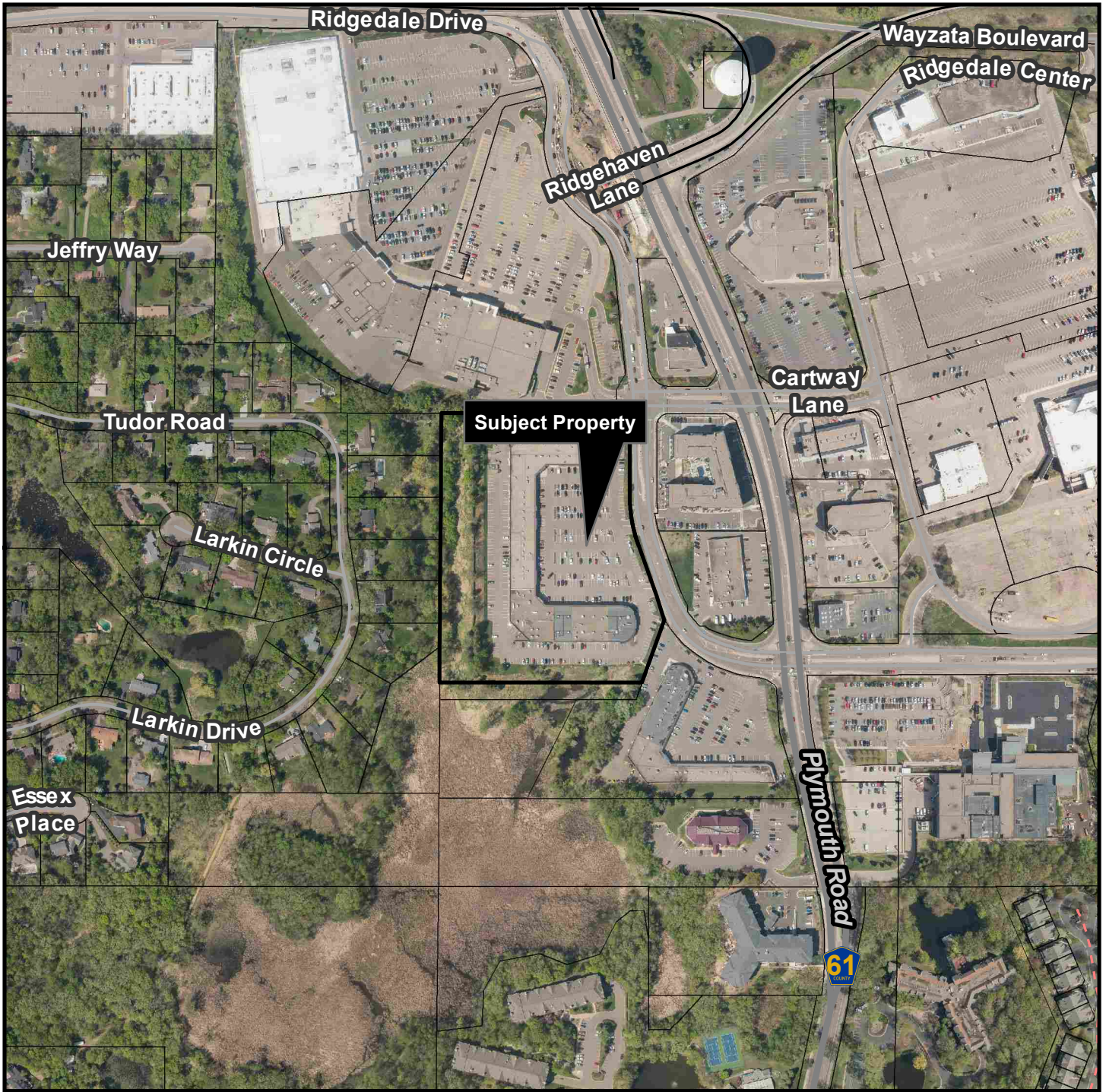
Staff recommends the city council open the public hearing and continue it to April 26, 2021.

Submitted through:

Geraldyn Barone, City Manager
Julie Wischnack, AICP, Community Development Director

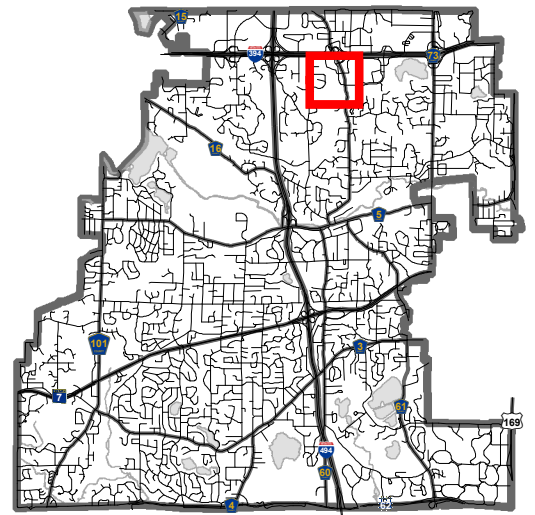
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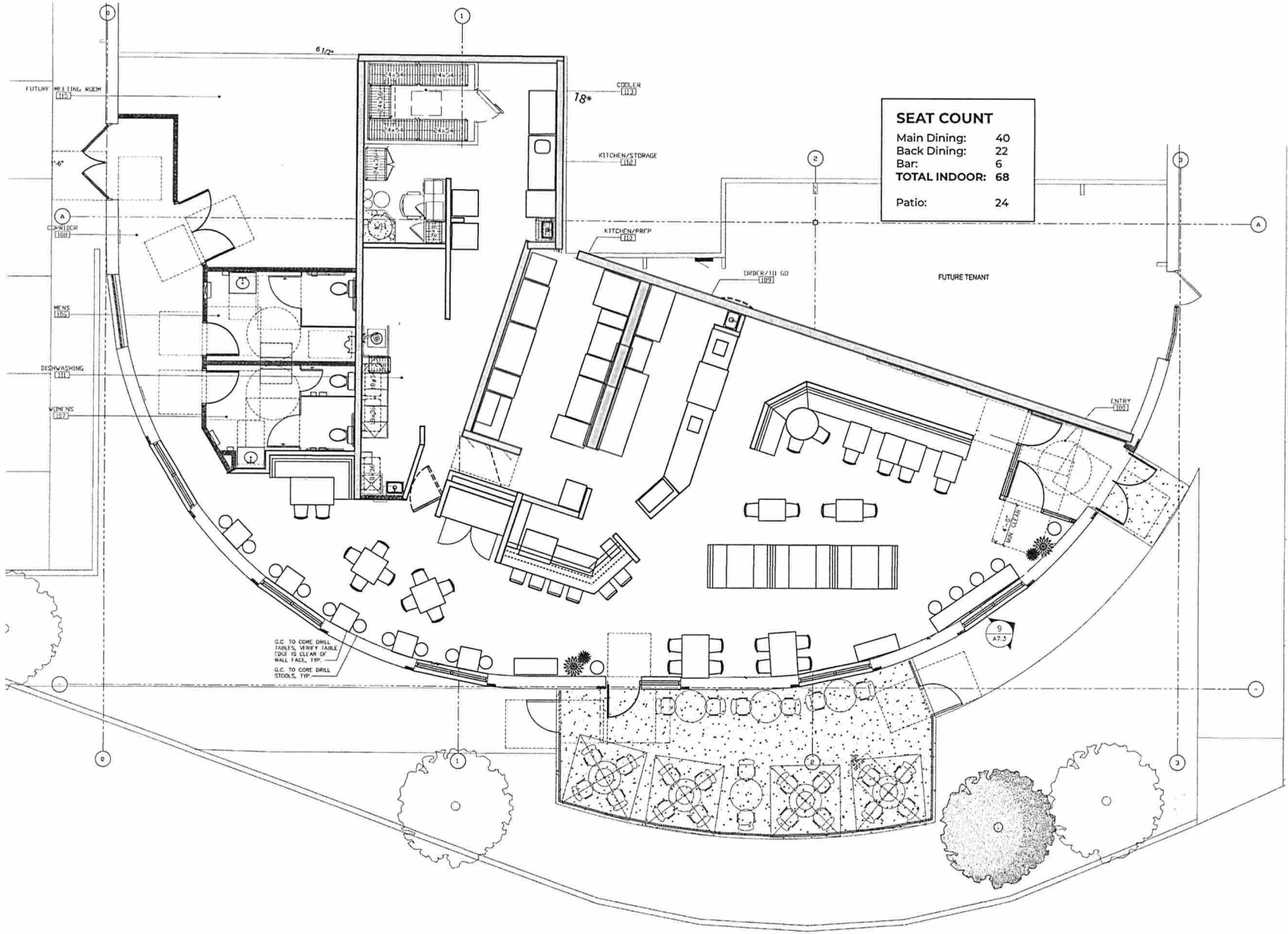
Fiona Golden, Community Development Coordinator



Location Map

Project: Toma Mojo Grill LLC
Address: 12977 Ridgedale Dr





SEAT COUNT	
Main Dining:	40
Back Dining:	22
Bar:	6
TOTAL INDOOR:	68
Patio:	24

G.C. TO COME DRILL TABLES, VERIFY TABLE EDGE IS CLEAR OF WALL FACE, TYP.
 G.C. TO COME DRILL STOOLS, TYP.

FUTURE MEETING ROOM

78"

COOLER

KITCHEN/STORAGE

KITCHEN/PRFP

ORDER/ID GD

FUTURE TENANT

ENTRY

COUNTER

MEAS

DISHWASHING

WOMENS

9
A7.3

1
toma
MOJO GRILL





workers will bring orders to our guests seated at tables, maintaining the table scape and ensuring guest satisfaction.

The central order counter will also have an area for online orders to be picked up and “curb side pick-up” will also be offered.

Food Menu [Sample of menu](#)

Sandwiches:

Toasted hoagie bun with lettuce, tomato, onion and green mojo.

All sandwiches served with choice of 1 side and 1 sauce on side

Mojo Chicken Breast \$10

Spicy Chicken Breast \$ 10

Pulled Chicken \$8

Pulled Pork \$8

Beyond Sausage \$9.50

Plates:

Served with choice of 2 sides and 2 Sauces

Mojo Half Chicken \$13

Mojo Quarter Chicken, White Meat \$7.50

Mojo Quarter Chicken, Dark Meat \$7.00

Boneless Mojo Chicken Breast \$9.00

Mojo Wings

Tossed in your choice of Sauce \$9.00

Pulled Chicken \$7

Pulled Pork \$7

Beyond Sausage \$8.50

Platters

Build your own family-sized PLATTER. Serves 4-6

Chose 3 large sides and 3 Sauces

Whole Chicken \$30

2lb Pulled Pork \$26

24 Mojo Wings

2lb Pulled Chicken

Beyond Sausage \$30

Sides

Small \$2.50 Medium \$3.50 Large \$4.25

Toma Fries with Brava Sauce

Grain Salad

Cucumber Tomato Salad

Tomato Garlic Toast

Greens Salad

Season Corn on the Cob

Yellow Rice

Black Beans

Citrus Herb Brussels Sprouts

Sides Plate: Make a meal out of your choice of any FIVE sides \$8



Sauces

Green Mojo
Red Mojo
Garlic Herb Mojo

Smoky Sofrito
Piri Piri Hot Sauce
Mojo Rojo Hot Sauce

Kids Menu \$6

Boneless Mojo Chicken Breast
Pulled Chicken
Pulled Port
Beyond Sausage

Choice of Side
Chocolate Chip or Oatmeal Raisin Cookie
Milk or Apple Juice

Desserts

Chocolate Cake \$8
Carrot Cake \$8

Spiced Orange Cake \$8
Chocolate Chip/Oatmeal Raisin Cookie \$2

Beverages

N/A Beverages

Coca Cola Fountain Drinks
Mexican Coca Cola
Mexican Sprite
Mexican Fanta
Topo Chico

La Croix
Hubert's Lemonade
Honest Tea

Wine

White
Cava -Perelada Brut Reserva \$8
Chardonnay -Arinzano \$12
Torrontés -Amalaya White Blend \$10
Verdejo – Radio Boka \$8

Red
Rose – Casa Garcia Vinho Verde \$8
Malbec – Vlliato 'Extremo' Malbec \$12
Grenache – Nomes \$8
Pinot Noir -

Tap Beer List

Fulton Lonely Blonde \$6
Surly Furious \$6

Summit Pilsner \$6
Miller Lite \$5



Packaged Beer/Seltzers/Cider/Cocktails

Miller 12 oz	Fulton Selzer 12oz \$5
Hamm's 16 oz \$4	Sociable Freewheeler Dry Cider
Tecate 12oz	JOIA Spirit Greyhound \$9
Kaliber N/A 12oz	JOIA Spirit Margarita \$9
Stiegel Radler Grapefruit 16oz	Prairie Organic Lemonade Vodka \$9
Fulton Selzer 12oz \$5	Vikre Frenchie Cocktail \$11

Appearance and Operation of Premises:

Litter: Toma employees will patrol the areas immediately surrounding the front entrance, side patio, back door and dumpster areas at least twice daily and remove all litter in said areas.

Graffiti: Toma Mojo Grill will work with landlord to provide for the speedy removal of graffiti from Toma Mojo Grill's area.

Refuse: Shared dumpster provided by landlord. The area will be patrolled daily and as needed to ensure all refuse is contained in dumpsters. Appropriately sized dumpsters will

Sound and noise management plan:

Ambient music and sound will be piped in via a PA system in the dining room

**City Council Agenda Item #13C (1)
Meeting of Mar. 22, 2021**

Brief Description Conditional use permit, with setback variance, for an expanded outdoor seating area at 15600 Hwy 7

Recommendation Adopt the resolution approving the permit, with variance

Background

In 1971, a restaurant building was constructed on the property at 15600 Hwy 7. Over the next 50 years, several restaurants have occupied the building, including Shakey’s Pizza, The Hideaway, and Sydney’s. Christo’s, the most recent occupant, closed in Dec. 2020.

Craft and Crew Hospitality, LLC. has purchased the subject property and will be opening a new restaurant – Duke’s on 7 – in the space. Craft and Crew own and operate several other restaurants in the metro area including The Block Food + Drink in St. Louis Park, Pub 819 in Hopkins, Stanley’s NE Bar Room in Northeast Minneapolis, and The Howe Daily Kitchen & Bar in South Minneapolis. Each of these locations is dog-friendly. (For more information, see the Craft and Crew [website](#).)

Proposal

As part of their rebranding of the restaurant building, Craft and Crew is proposing to expand an existing outdoor seating area and construct an outdoor seasonal bar. As proposed, the expanded patio would be situated in a vacant green space directly west of the restaurant building. The patio – both existing and expanded area – would be surrounded by a seven-foot decorative fence, and a pergola would cover a portion of the patio.



Proposed patio exterior, as viewed from the southwest

The expanded patio requires a conditional use permit with a setback variance. By city code, outdoor seating areas must be set back 200 feet from the residential properties. The patio would be 80 feet from the two-family residential property to the north.



Proposed patio interior, as viewed from the north

Planning Commission Review and Recommendation

The planning commission considered the proposal on March 4, 2021. Staff recommended approval, noting:

- The subject property and building have been used for restaurant purposes for 50 years.

Patio seating was offered at some of the previous restaurants. The applicant's proposal simply continues and expands this use.

- Though the expanded patio area would be roughly 80 feet from the closest residential property, it would be 150 feet from the closest home. It would be further separated from this home by two fences – the fence proposed around the patio and an existing 10-foot fence located near the north property line – and mature trees.

At the meeting, a public hearing was opened to take comments. No comments were received. The commission unanimously recommended approval of the conditional use permit with variance.

Comments from an area resident were received following the meeting. Those comments are attached. The applicant has since corresponded with the resident and satisfactorily addressed those comments.

Staff Recommendation

Staff recommends that the city council adopt the resolution approving a conditional use permit, with setback variance, for an expanded outdoor seating area at 15600 Hwy 7.

Through: GERALYN BARONE, City Manager
 Julie Wischnack, AICP, Community Development Director
 Loren Gordon, AICP, City Planner

Originator: Susan Thomas, AICP, Assistant City Planner

MINNETONKA PLANNING COMMISSION
March 4, 2021

Brief Description	Conditional use permit, with setback variance, for an expanded outdoor seating area at 15600 Hwy 7.
Recommendation	Recommend the city council adopt the resolution approving the permit, with variance

Background

In 1971, a restaurant building was constructed on the property at 15600 Hwy 7. Over the next 50 years several restaurants have occupied the building, including Shakey's Pizza, The Hideaway, and Sydney's. Christo's, the most recent occupant, closed in Dec. 2020.

Craft and Crew Hospitality, LLC. has purchased the subject property and will be opening a new restaurant – Duke's on 7 – in the space. Craft and Crew own and operate several other restaurants in the metro area including The Block Food + Drink in St. Louis Park, Pub 819 in Hopkins, Stanley's NE Bar Room in Northeast Minneapolis, and The Howe Daily Kitchen & Bar in South Minneapolis. Each of these locations is dog-friendly. (For more information, see the Craft and Crew [website](#).)

Proposal

To accommodate the new restaurant, interior renovations and building façade updates are occurring. In addition to these administratively-approved changes, Craft and Crew is proposing to expand an existing outdoor seating area and construct an outdoor seasonal bar. As proposed, the expanded patio would be situated in a vacant green space, directly west of the restaurant building. The patio – both existing and expanded area – would be surrounded by a seven-foot decorative fence and a portion of the patio would be covered by a pergola.

The expanded patio requires a conditional use permit, with a setback variance. By city code, outdoor seating areas must be set back 200 feet from the residential properties. The patio would be 80 feet from the two-family residential property to the north.



Proposed patio exterior, as viewed from the southwest



Proposed patio interior, as viewed from the north

Primary Questions and Analysis

A land use proposal is comprised of many details. These details are reviewed by members of the city's economic development, engineering, fire, legal, natural resources, planning, and public works departments and divisions. These details are then aggregated into a few primary questions or issues. The analysis and recommendations outlined in the following sections of this report are based on the collaborative efforts of this larger staff review team.

- **Is the proposed use expansion generally appropriate?**

Yes. The subject property and building have been used for restaurant purposes for 50 years. Patio seating was offered at some of the previous restaurants. The applicant's proposal simply continues and expands this use.

- **Is the setback variance reasonable?**

Yes. The requested variance is reasonable for several reasons:

- Though the expanded patio area would be roughly 80 feet from the closest residential property, it would be 150 feet from the closest home. It would be further separated from this home by two fences – the seven-foot fence proposed around the patio and an existing 10-foot fence located near the north property line – and mature trees.



- The configuration of the existing building and parking lot, “leaves” an existing open space appropriately situated for outdoor dining. However, the subject property is just 240 feet deep through this area. As such, very little of this space could be used for seating without a variance.
- Staff does not anticipate that the requested variance would negatively impact the character of the neighborhood. The subject property and building have been used for restaurant purposes for 50 years. Patio seating was offered at some of these previous restaurants. The requested variance would not change these longstanding uses.

Staff Recommendation

Recommend the city council adopt the resolution approving a conditional use permit, with setback variance, for an expanded outdoor seating area at 15600 Hwy 7.

Originator: Susan Thomas, AICP, Assistant City Planner
Through: Loren Gordon, AICP, City Planner

Supporting Information

Surrounding Land Uses

Northerly: Two-family homes, zoned R-2
Easterly: North Memorial Clinic, zoned B-3
Southerly: Hwy 7 and single-family homes beyond, zoned R-1
Westerly: Office building, zoned B-1

Planning

Guide Plan designation: B-3, general business
Zoning: PUD, planned unit development

Parking

The subject property contains 110 parking spaces. By city code, the proposed patio would not require a provision of more spaces. It has been the opinion of the city, and is reflected in the code, that patios do not represent "additional" seating at a restaurant. Rather, these areas represent a seating option. In other words, when a patio is open, customers may choose to sit in the patio instead of indoors.

Nevertheless:

1. In the event that additional parking is needed in the future, staff has suggested the applicant discuss the potential off-site parking agreement with the adjacent North Memorial Clinic.
2. As a condition of approval, no portion of the outdoor area may be enclosed in any way for cold-weather seasonal seating, unless the owner submits an executed parking agreement for off-site stalls as required by the parking ordinance.

CUP Standard

The proposed seating area would meet the general CUP standards, as outlined in City Code §300.21 Subd.2:

1. The use is consistent with the intent of this ordinance;
2. The use is consistent with the goals, policies and objectives of the comprehensive plan;
3. The use does not have an undue adverse impact on governmental facilities, utilities, services or existing or proposed improvements;
4. The use is consistent with the city's water resources management plan;
5. The use is in compliance with the performance standards specified in section 300.28 of this ordinance; and
6. The use does not have an undue adverse impact on the public health, safety or welfare.

But for setback from the north property, the proposed seating would meet the specific conditional use permit standards for outdoor seating area as outlined in City Code §300.21 Subd. 4(p):

1. Shall be located in a controlled or cordoned area with at least one opening to an acceptable pedestrian walk. When a liquor license is involved, an enclosure is required and the enclosure shall not be interrupted; access shall be only through the principal building;

Finding: Access to the patio would be via the restaurant building. This has also be included as a condition of approval.

2. Shall not be permitted within 200 feet of any residential parcel and shall be separated from residential parcels by the principal structure or other method of screening acceptable to the city;

Finding: The expanded patio would be located 80 feet from the closest residential property, requiring a variance from this standard. See the "Variance" section below.

3. Shall be located and designed so as not to interfere with pedestrian and vehicular circulation;

Finding: The outdoor dining area would be located in an existing, open area adjacent to the restaurant space and would not obstruct vehicular or pedestrian circulation.

4. Shall not be located to obstruct parking spaces. Parking spaces may be removed for the use only if parking requirements specified in section 300.28 are met;

Finding: The outdoor dining area would not obstruct any parking spaces.

5. Shall be located adjacent to an entrance to the principal use;

Finding: The outdoor area would be located immediately adjacent to the principal use and accessed via the entrance to the principal use.

6. Shall be equipped with refuse containers and periodically patrolled for litter pick-up;

Finding: This is included as a condition of approval.

7. Shall not have speakers or audio equipment which is audible from adjacent parcels; and

Finding: This is included as a condition of approval.

8. Shall be located in compliance with building setback requirements.

Finding: The outdoor area would be meet building setback requirements.

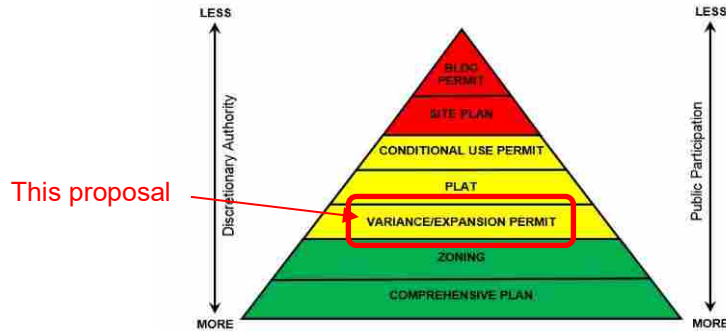
Variance Standard

A variance may be granted from the requirements of the zoning ordinance when: (1) it is in harmony with the general purposes and intent of the ordinance; (2) it is consistent with the comprehensive plan; and (3) when an applicant establishes that there are practical difficulties in complying with the ordinance. Practical difficulties mean that the applicant proposes to use a property in a reasonable manner not permitted by the ordinance, the plight of the landowner is due to circumstances unique to the property not created by the landowner, and, the variance if granted, would not alter the essential character of the locality. (City Code §300.07)

- **Intent of the Ordinance.** The intent of the ordinance regarding setbacks for outdoor patios is to mitigate the real or perceived negatives impacts these areas may have on surrounding uses. The applicant's proposal meets this intent, as it would be visually separated from the adjacent residences. The expanded area would be surrounded by a new seven-foot fence. This would be in addition to an existing ten-foot opaque fence that is already located on the north property line.
- **Comprehensive Plan.** The subject property is guided for commercial use and has been used commercially for 50 years. The requested variance would not alter the longstanding commercial use of the site.
- **Practical Difficulties.** There are practical difficulties in complying with the ordinance.
 - Reasonableness and Unique Circumstance. The requested variance is reasonable. Though the expanded patio area would be roughly 80 feet from the closest residential property, it would be 150 feet from the closest home. It would be further separated from this home by two fences – proposed around the patio and existing along the property line – and mature trees.
 - Unique Circumstance. The configuration of the existing building and parking lot, “leaves” an existing open space appropriately situated for outdoor dining. However, the subject property is just 240 feet deep through this area. As such, very little of this space could be used for seating without a variance. Taken together, these circumstances are unique.
 - Character of Locality. Staff does not anticipate that the requested variance would negatively impact the character of the neighborhood. The subject property and building have been used for restaurant purposes for 50 years, which is slightly longer than the adjacent residential uses. Some of

these historical restaurant included patio dining. The requested variances would not change these longstanding uses.

Pyramid of Discretion



Motion Options

The planning commission will make a recommendation to the city council. Any recommendation requires the affirmative vote of a simple majority. The commission has three motion options:

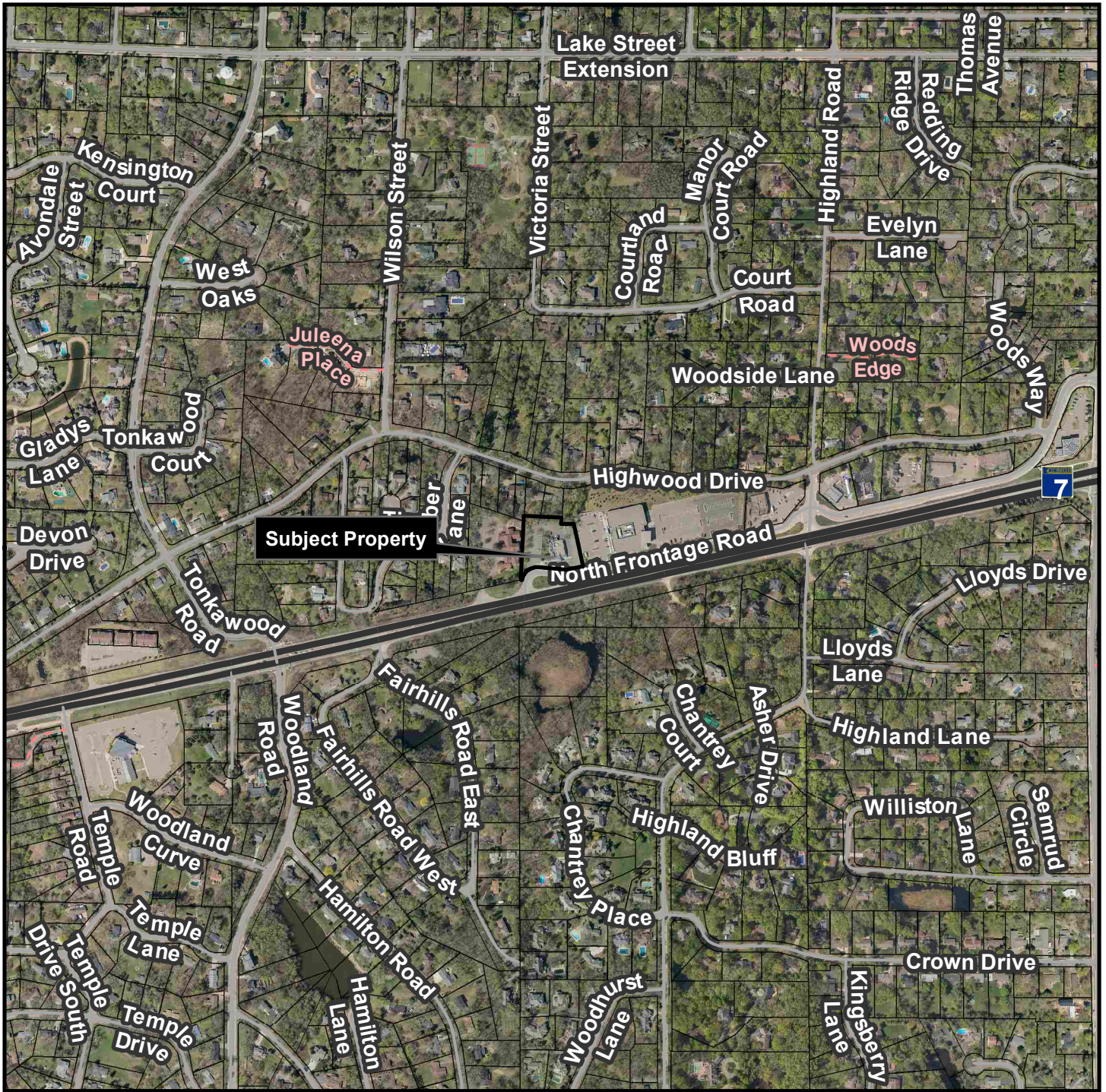
1. Concur with the staff recommendation. In this case a motion should be made recommending the council adopt the resolution approving the CUP, with variance.
2. Disagree with staff's recommendation. In this case, a motion should be made recommending the council deny the conditional use permit request. The recommendation should include findings as to how the CUP or variance standards are not being met.
3. Table the requests. In this case, a motion should be made to table the item. The motion should include a statement as to why the request is being tabled with direction to staff, the applicant, or both.

Neighborhood Comments

The city sent notices to 51 area property owners and residents and received no responses to date.

Deadline for Action

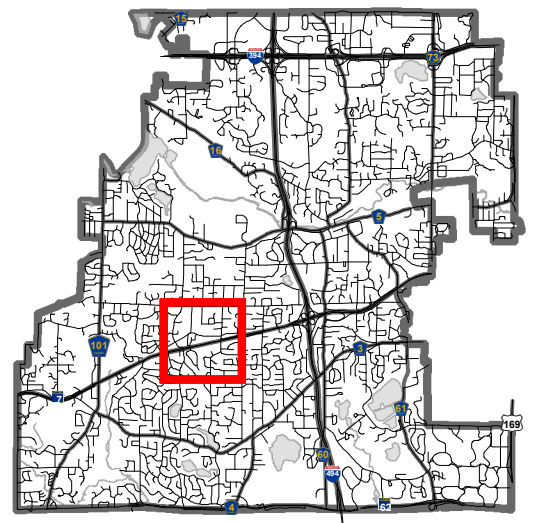
May 10, 2021



Subject Property

Location Map

Project: Duke's
Address: 15600 Hwy 7



CADD QUALIFICATION

CADD files prepared by the Consultant for this project are instruments of the Consultant's professional services for use solely with respect to this project. These CADD files shall not be used on other projects, for additions to this project, or for completion of this project by others without written approval by the Consultant. With the Consultant's approval, others may be permitted to obtain copies of the CADD drawing files for information and reference only. All intentional or unintentional revisions, additions, or deletions to these CADD files shall be made at the full risk of that party making such revisions, additions or deletions and that party shall hold harmless and indemnify the Consultant from any & all responsibilities, claims, and liabilities.

SUBMITTAL/REVISIONS

11/25/20 SURVEY ISSUED

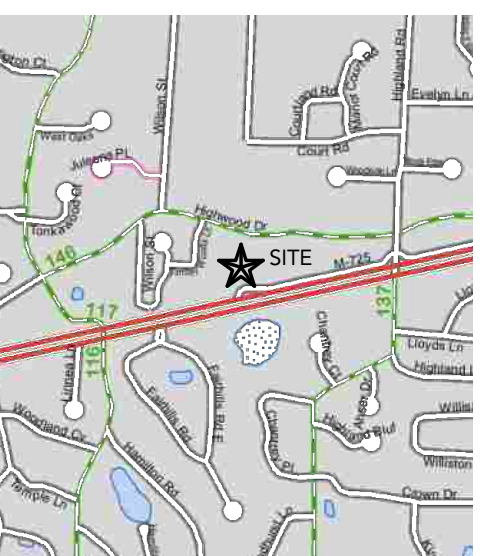
PROFESSIONAL SIGNATURE

I hereby certify that this survey, plan or report was prepared by me or under my direct supervision and that I am a duly Licensed Land Surveyor under the laws of the State of Minnesota.

Max L. Stanskiwicz
Max L. Stanskiwicz - PLS
License No. 48988
Date 11/25/20

QUALITY CONTROL

Loucks Project No. 20-563
Project Lead MLS
Drawn By SFM
Checked By MLS
Field Crew CMS



DESCRIPTION OF PROPERTY SURVEYED

(Per Hennepin County Tax Records)

Tract B, REGISTERED LAND SURVEY NO. 1306, Hennepin County, Minnesota. Subject to Highway.

Torrens Property
(Certificate of Title No. 1193536)

SURVEY REPORT

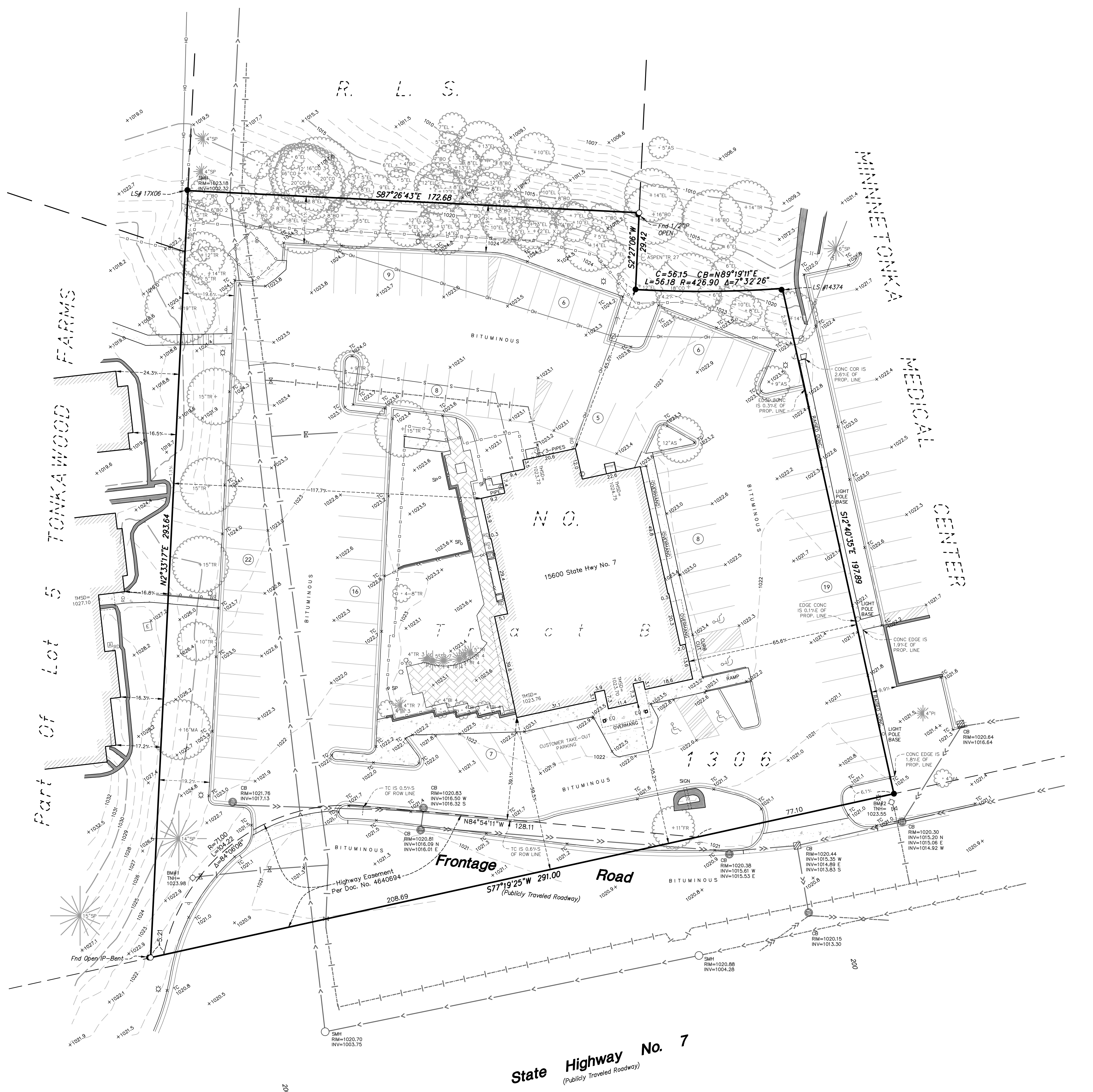
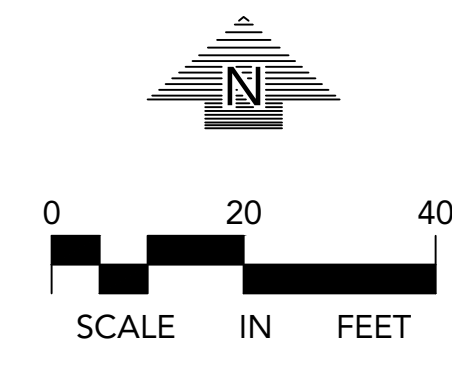
- The purpose of this survey is to show partial topography and existing improvements for the requested area of the property.
- This survey was prepared without the benefit of a Title Commitment. There may or may not be easements of record encumbering this property.
- Monuments placed (or a reference monument or witness to the corner) at all major corners of the boundary of the property, unless already marked or reference by existing monuments or witness to the corners are shown hereon.
- The address, if disclosed in documents provided to or obtained by the surveyor, or observed while conducting the fieldwork is 15600 State Highway No. 7, Minnetonka, Minnesota, 55345.
- The Gross land area is 63,791 +/- square feet or 1.46 +/- acres
The Right of way area is 5,273 +/- square feet or 0.12 +/- acres
The Net area is 58,518 +/- square feet or 1.34 +/- acres
- The bearings for this survey are based on REGISTERED LAND SURVEY NO. 1306.
- Benchmark #1: Top nut of hydrant located near southwest corner of subject property, shown hereon.
Elevation = 1023.98 feet (NGVD/29)
Benchmark #2: Top nut of hydrant located near southeast corner of subject property, shown hereon.
Elevation = 1023.55 feet (NGVD/29)
- Striping of clearly identifiable parking spaces on surface parking areas and lots are shown hereon. The number and type of clearly identifiable parking stalls on this site are as follows: 106 Regular + 4 Disabled = 110 Total Parking Stalls.
- Substantial features observed in the process of conducting fieldwork, are shown hereon.
- We have shown underground utilities on and/or serving the surveyed property per Gopher State One-Call Ticket Nos. 203161361 and 203161347. The following utilities and municipalities were notified:

CITY OF MINNETONKA	(952)988-8400	COMCAST	(800)778-9140
COMCAST	(800)778-9140	CENTURYLINK	(800)778-9140
CENTER POINT ENERGY	(608)223-2014	MNDOT	(651)366-5750
XCEL ENERGY	(800)848-7558		

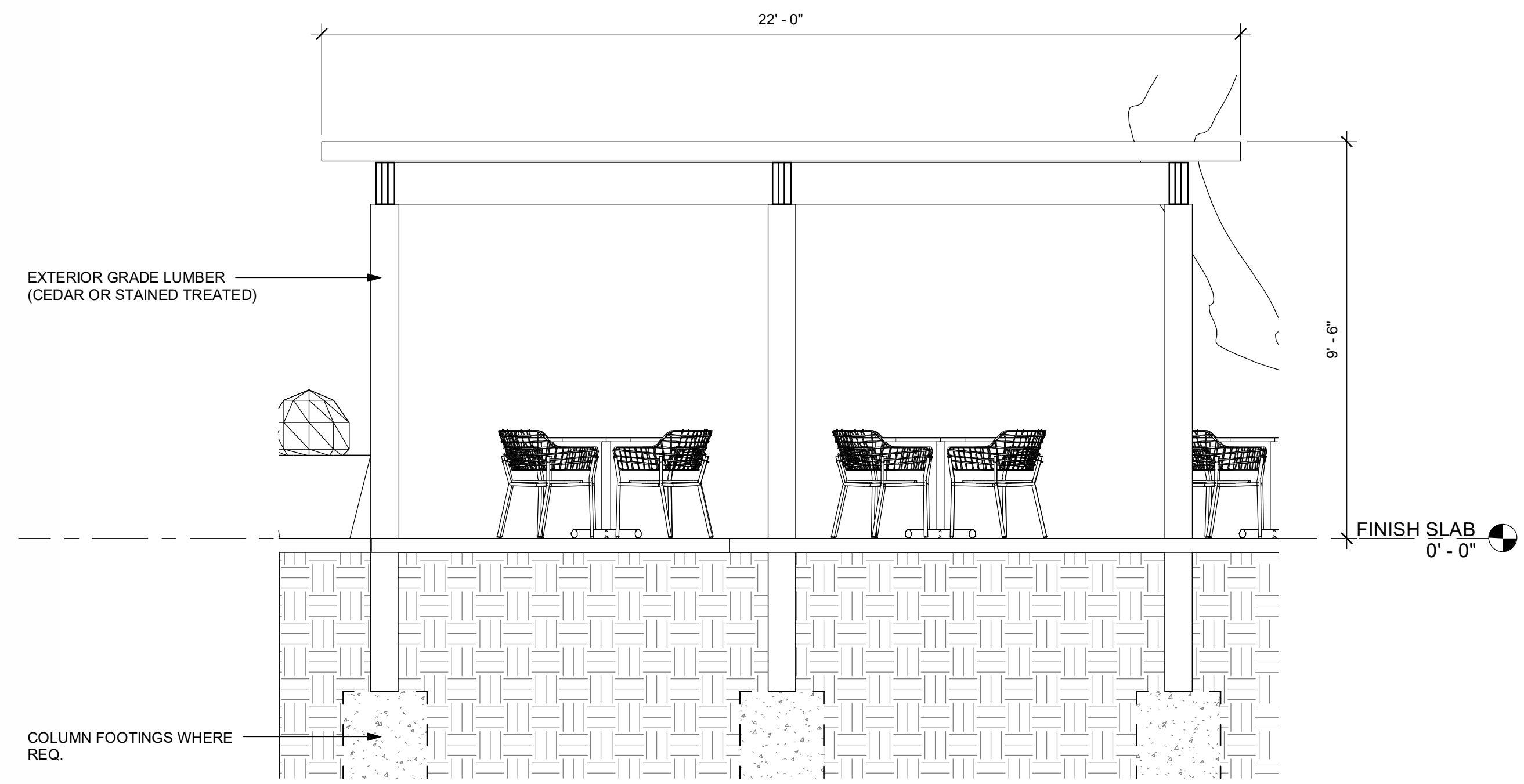
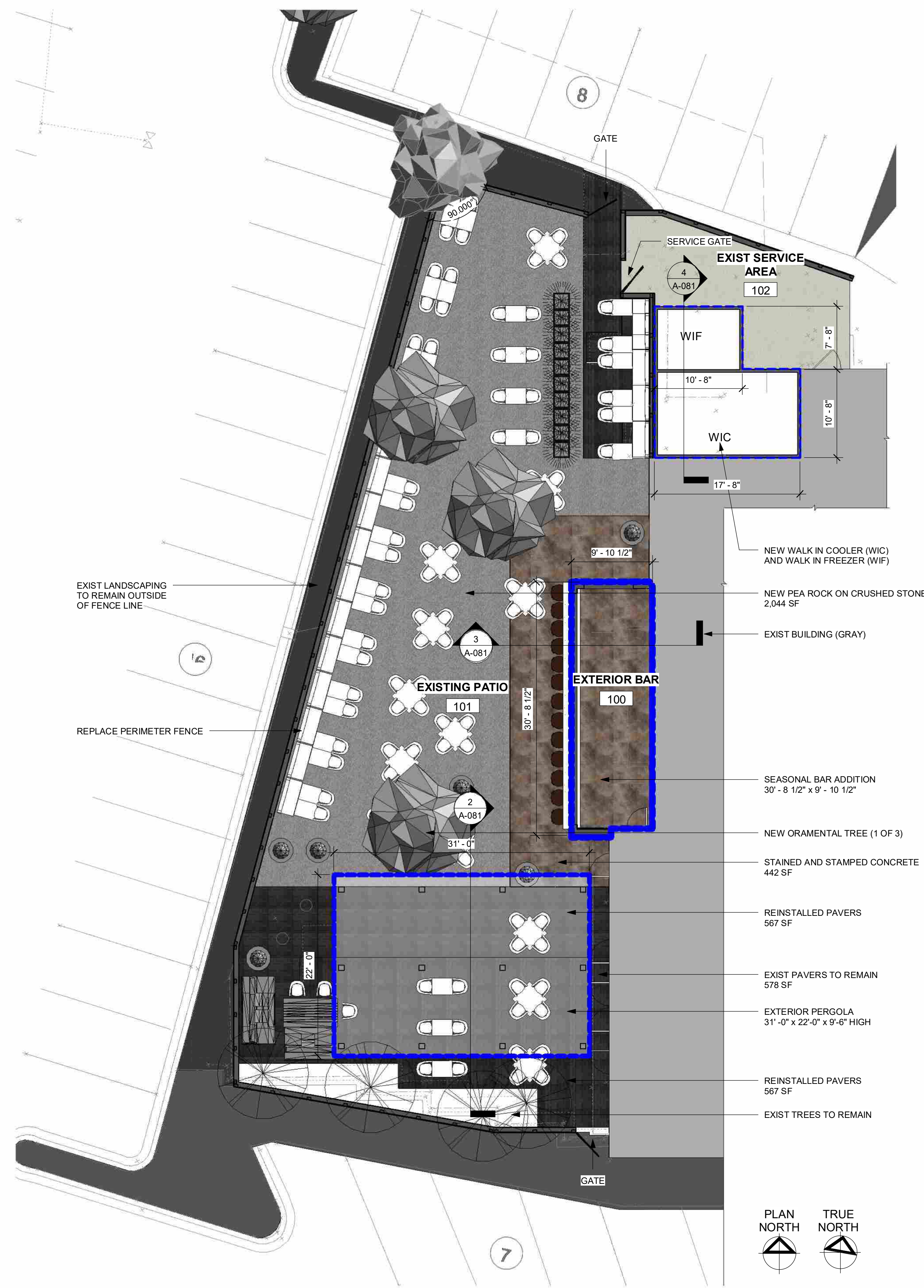
- Utility operators do not consistently respond to locate requests through the Gopher State One Call service for surveying purposes such as this. Those utility operators that do respond, often will not locate utilities from their main line to the customer's structure or facility. They consider those utilities "private" installations that are outside their jurisdiction. These "private" utilities on the surveyed property or adjoining properties, may not be located since most operators will not mark such "private" utilities. A private utility locator may be contacted to investigate these utilities further, if requested by the client.
 - Maps provided by those notified above, either along with a field location or in lieu of such a location, are very often inaccurate or inconclusive. EXTREME CAUTION MUST BE EXERCISED BEFORE AN EXCAVATION TAKES PLACE ON OR NEAR THIS SITE. BEFORE DIGGING, YOU ARE REQUIRED BY LAW TO NOTIFY GOPHER STATE ONE CALL AT LEAST 48 HOURS IN ADVANCE AT 811 or (651) 454-0002.
- Trees shown hereon are 8 inch diameter at breast height or greater. Other trees, less than 8 inches, may be on site but are not shown hereon.
 - The field work was completed on November 18, 2020.
 - Snow and ice conditions during winter months may obscure otherwise visible evidence of on site improvements and/or utilities.
 - Highway Easement, dated 05/08/09, per Doc. No. T4640694, is shown hereon at the southwest corner of the property.

SURVEY LEGEND

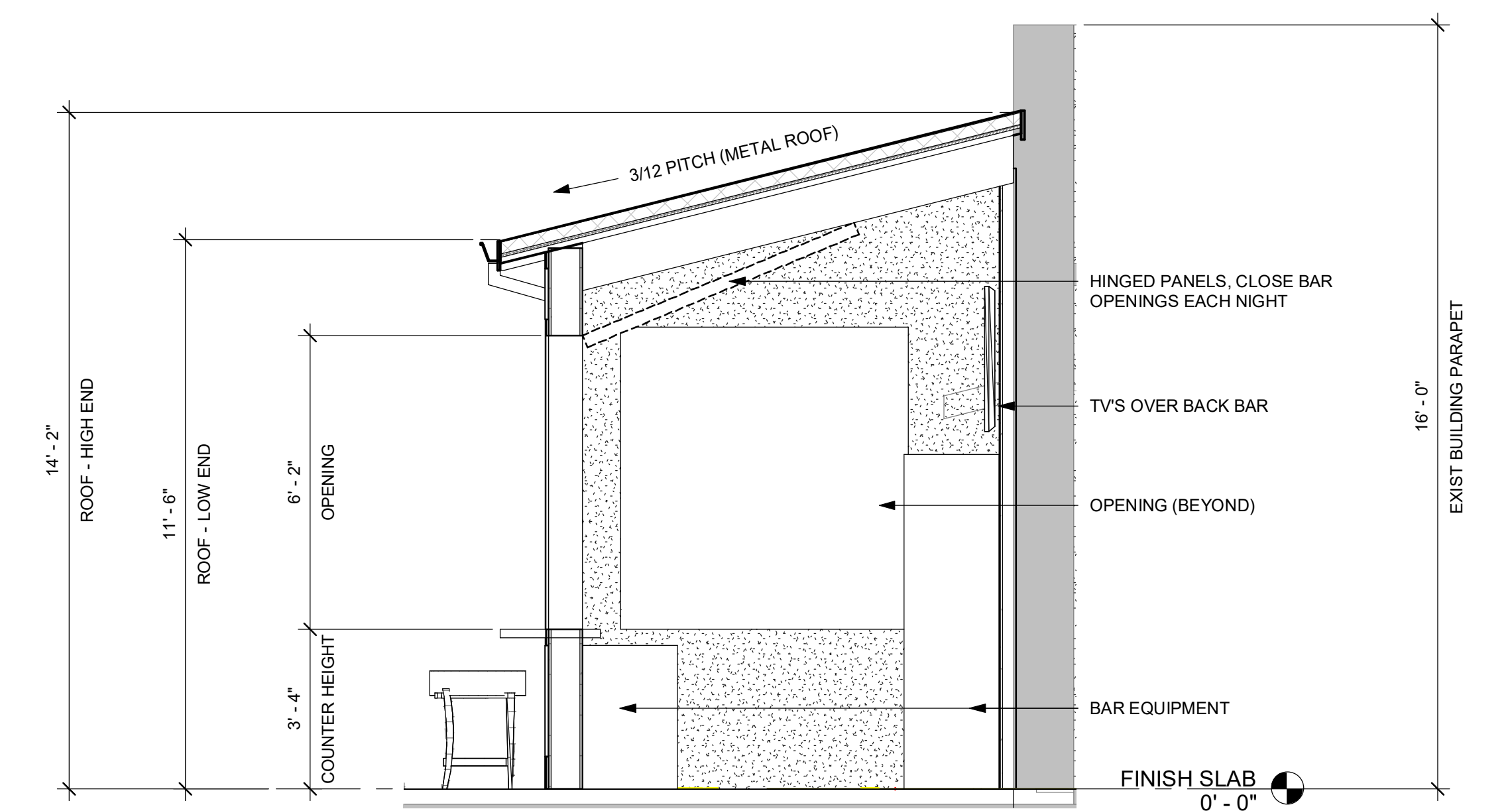
● FOUND IRON MONUMENT, MARKED "LS 43933", UNLESS SHOWN OTHERWISE	⊠ CATCH BASIN	—> STORM SEWER
○ SET 1/2 INCH X 14 INCH IRON MONUMENT, MARKED "LS 48988"	⊙ STORM MANHOLE	- - - - MAPPED STORM SEWER
CC CURB CUT	⊙ SANITARY MANHOLE	—> SANITARY SEWER
TC TOP OF CURB	⊙ HYDRANT	- - - - MAPPED SANITARY SEWER
THSD ELEV @ THRESHOLD	⊙ AIR CONDITIONING UNIT	— — WATERMAIN
TNH TOP NUT HYDRANT	⊙ DISABLED PARKING STALL	- - - - MAPPED WATERMAIN
AS ASH	⊙ ELECTRIC METER	- - - - ELE - - - MAPPED UG ELECTRIC
BI BIRCH	⊙ ELECTRIC OUTLET	- - - - GAS - - - MAPPED UG GAS
BD BOXELDER	⊙ ELECTRIC TRANSFORMER	- - - - TEL - - - MAPPED UG TELEPHONE
CD COTTONWOOD	⊙ FIRE CONNECTION	— — OVERHEAD UTILITY
EL ELM	⊙ GAS METER	— — IRON FENCE
FR FRUIT	⊙ GUARD POST	— — WOOD FENCE
MA MAPLE	⊙ GUY WIRE	— — GUARDRAIL
PI PINE	⊙ LIGHT POLE	— — CONCRETE CURB
SP SPRUCE	⊙ PARKING STALL COUNT	— — RETAINING WALL
TR TREE (GENERAL)	⊙ POWER POLE	— — CONCRETE
⊙ CONIFEROUS TREE	⊙ ROOF DRAIN	— — PAVERS
⊙ DECIDUOUS TREE	⊙ SIGN	— — NO PARKING
	⊙ SPIGOT	— — CONTOUR
	⊙ YARD LIGHT	⊙ SPOT ELEVATION



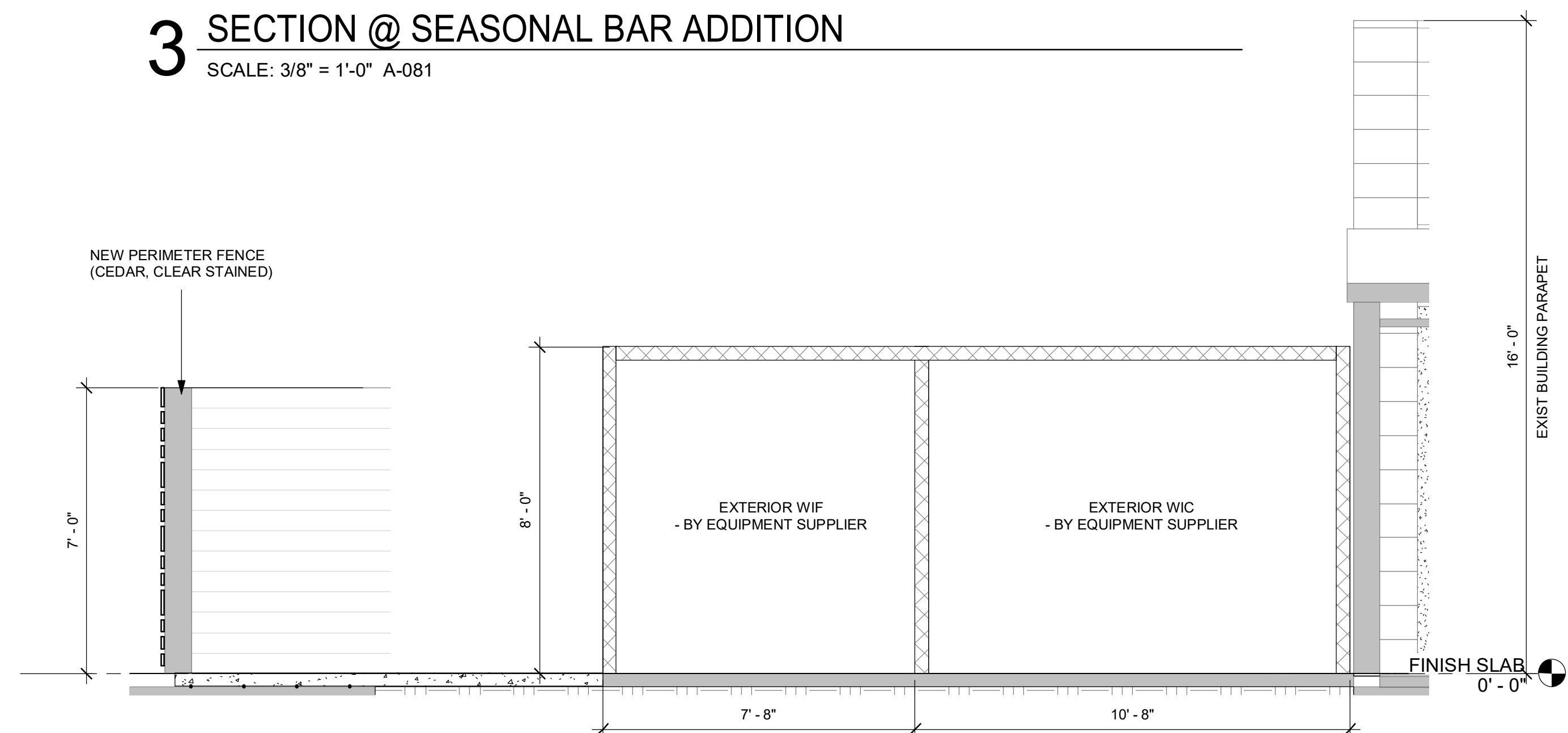
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2 SECTION @ PERGOLA
SCALE: 3/8" = 1'-0" A-081



3 SECTION @ SEASONAL BAR ADDITION
SCALE: 3/8" = 1'-0" A-081

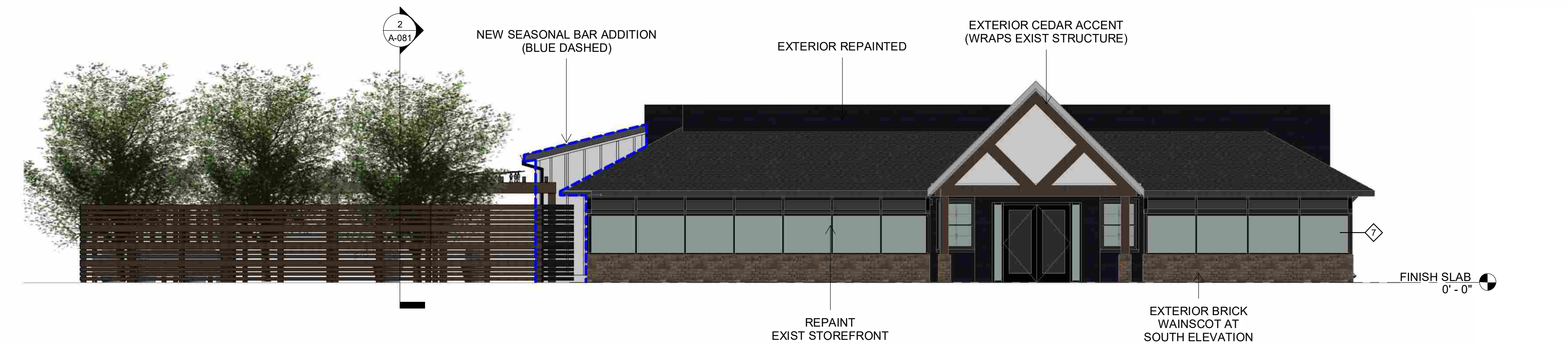


4 SECTION @ EXTERIOR WIC & WIF
SCALE: 3/8" = 1'-0" A-081

NOT FOR CONSTRUCTION



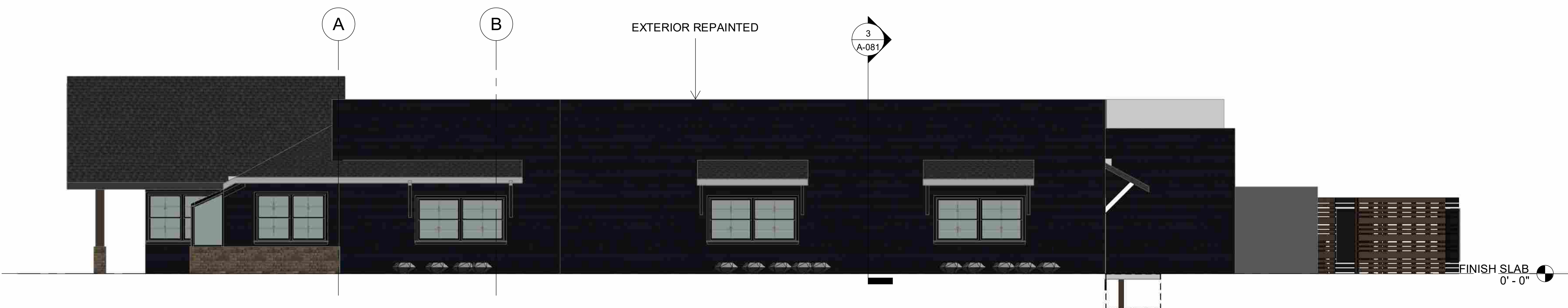
1 WEST ELEVATION
 SCALE: 1 : 72 A-300



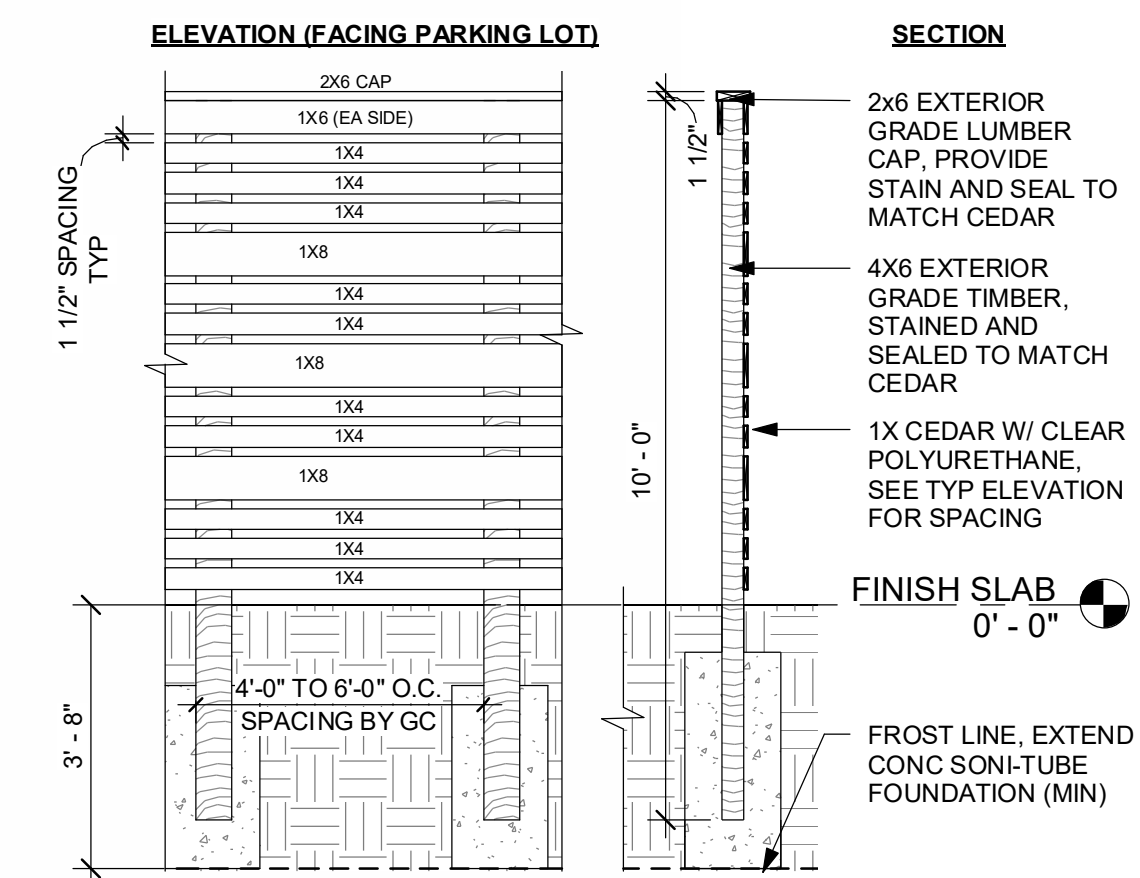
2 SOUTH ELEVATION
 SCALE: 1 : 72 A-300



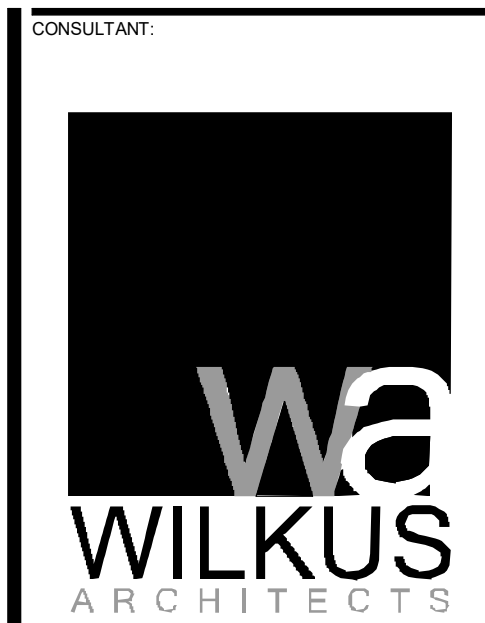
3 NORTH ELEVATION
 SCALE: 3/16" = 1'-0" A-300



4 EAST ELEVATION
 SCALE: 1 : 72 A-300



5 PATIO FENCE SECTION & ELEV
 SCALE: 3/8" = 1'-0" A-300



15 Ninth Avenue North Hopkins, MN 55343
Phone: 952.541.8891 www.wilkusarch.com

CLIENT:
CRAFT & CREW
HOSPITALITY
Luke Derheim
Craft & Crew Hospitality
15600 MN-7
Minnetonka, MN 55345

PROJECT INFORMATION:
**DUKE'S PKG 2 -
SEASONAL BAR
ADDITION**
15600 MN-7
Minnetonka, MN 55345

SEAL:
**NOT FOR
CONSTRUCTION**

PROJECT NO.: 2020-0518
DRAWN BY: KMT
CHECKED BY: MMW

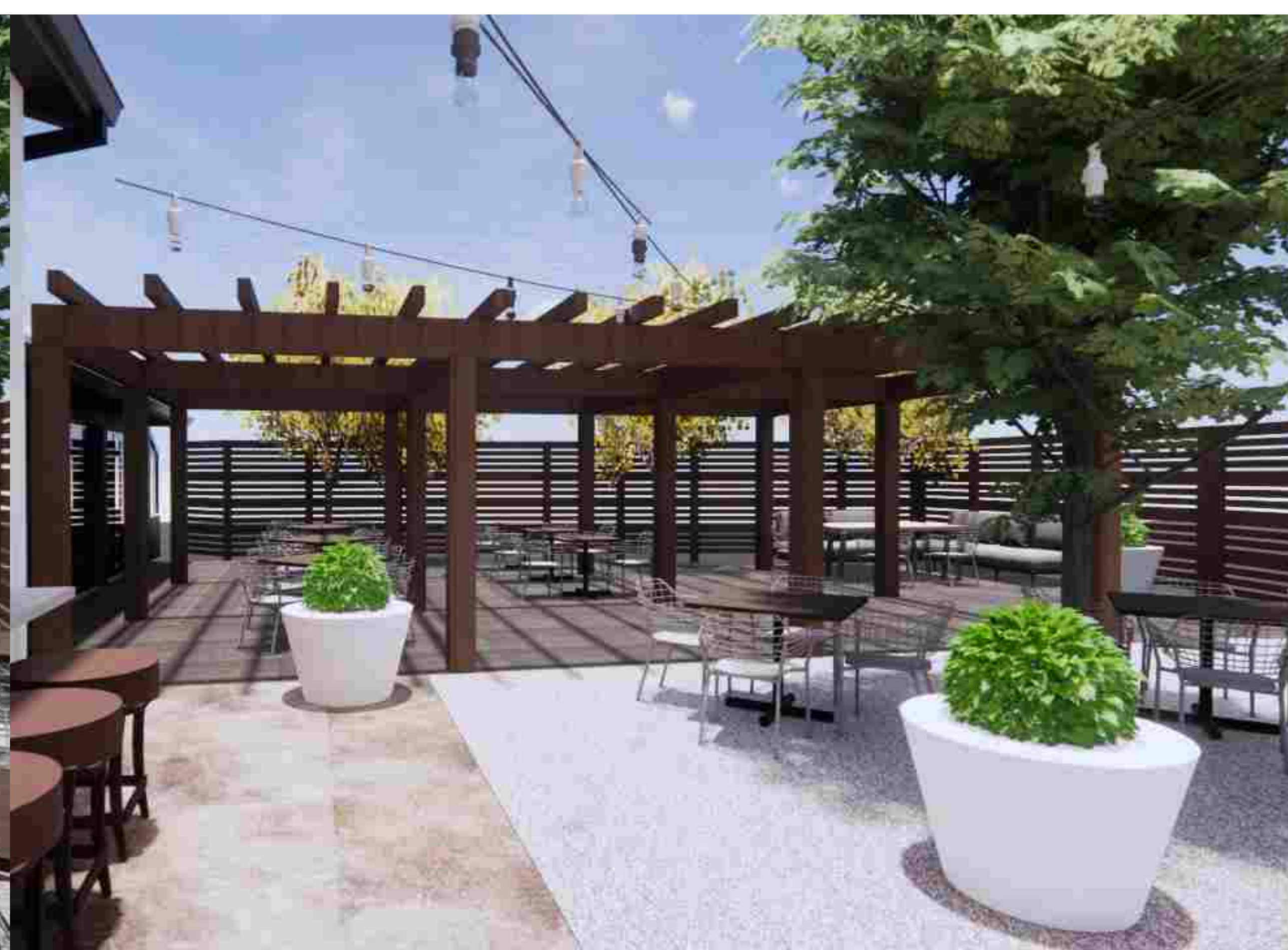
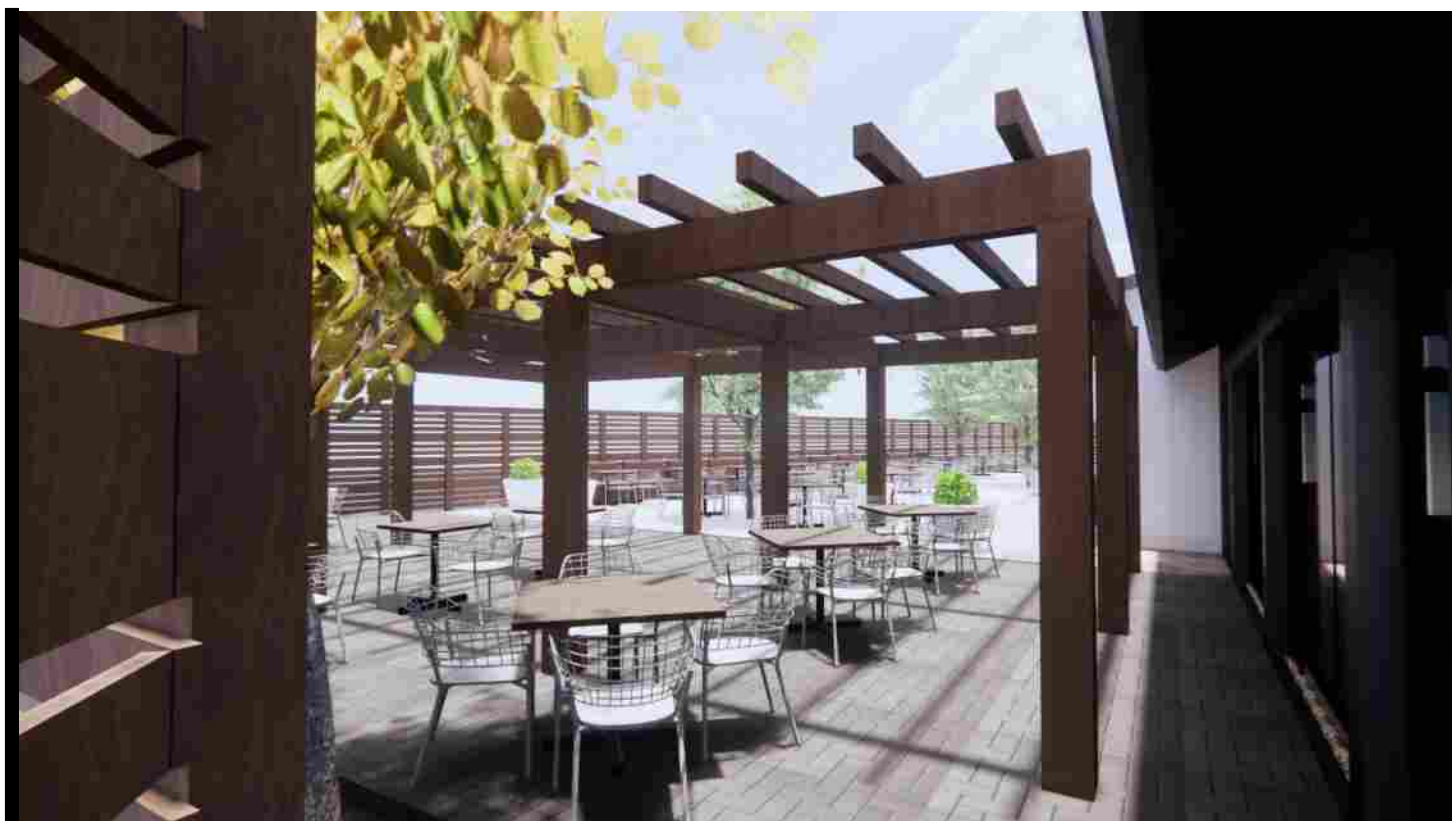
ISSUE: _____ DATE: _____

REVISION: _____ DATE: _____

PROJECT LOCATION:
MINNETONKA, MN

SHEET NUMBER/TITLE:
A-301
RENDERINGS

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15 Ninth Avenue North Hopkins, MN 55343
Phone: 952.541.8891 www.wilkusarch.com

CLIENT:
CRAFT & CREW
HOSPITALITY
Luke Derheim
Craft & Crew Hospitality
15600 MN-7
Minnetonka, MN 55345

PROJECT INFORMATION:
DUKE'S PKG 2 - SEASONAL BAR ADDITION
15600 MN-7
Minnetonka, MN 55345

SEAL:
NOT FOR CONSTRUCTION

PROJECT NO.: 2020-0518
DRAWN BY: KMT
CHECKED BY: MMW

ISSUE: DATE:

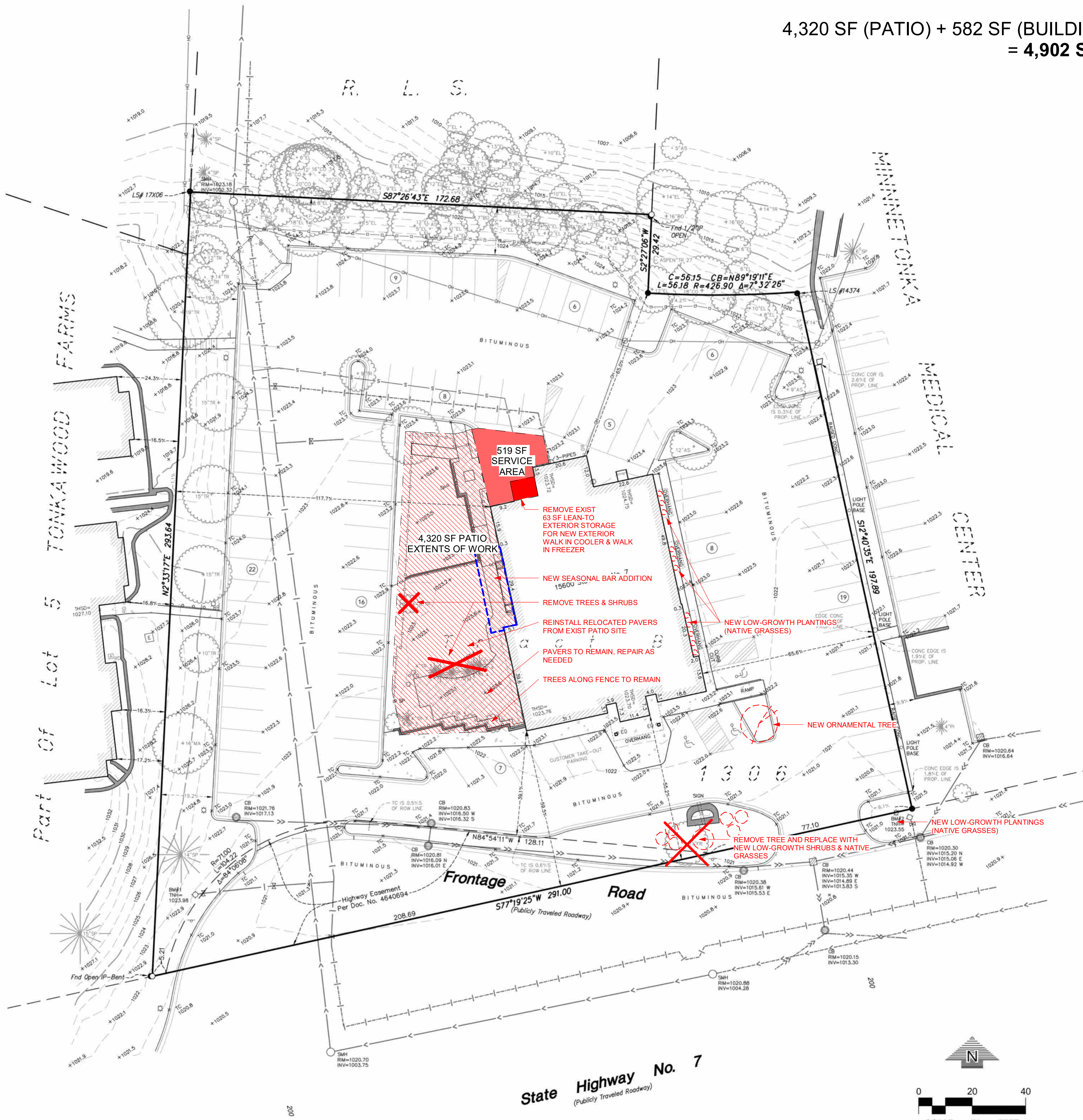
REVISION: DATE:

PROJECT LOCATION:
MINNETONKA, MN

SHEET NUMBER/TITLE:
A-302
RENDERINGS - PATIO

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4,320 SF (PATIO) + 582 SF (BUILDING SERVICE AREA)
= 4,902 SF AREA AFFECTED



2 LANDSCAPE PLAN & EXTENTS OF WORK
SCALE: 1" = 20'-0" A-080



REMOVE EXISTING PLANTINGS, REPLACE WITH LOW-GROWTH SHRUBS & NATIVE GRASSES

ADD ADDITIONAL LOW-GROWTH SHRUBS AND NATIVE GRASSES



NEW ORNAMENTAL TREE

NEW LOW-GROWTH NATIVE GRASSES UNDER WINDOWS



REMOVE EXIST OUTDOOR STORAGE LEAN-TO (6'-4" x 9'-4") FOR NEW EXTERIOR WALK-IN COOLER & WALK-IN FREEZER

REPLACE EXISTING FENCE



ADDITION TO OCCUR WITHIN EXISTING PATIO

REPLACE EXISTING FENCE



REPLACE EXISTING FENCE

REPAINT EXISTING EXTERIOR

NEW BRICK VENEER WAINSCOT AT SOUTH ELEVATION

WRAP EXISTING BEAMS WITH CEDAR



15 11th Avenue North, Hopkins, MN 55343
Phone: 952.341.9968 | www.wilkusarch.com

CRAFT & CREW
HOSPITALITY
Luke Derheim
Craft & Crew Hospitality
15600 MN-7
Minnetonka, MN 55345

PROJECT INFORMATION:

DUKE'S PKG 2 - SEASONAL BAR ADDITION
15600 MN-7
Minnetonka, MN 55345

NOT FOR CONSTRUCTION

PROJECT NO.: 2020-0518
DRAWN BY: KMT
CHECKED BY: MMW

ISSUE: DATE:

REVISION: DATE:

PROJECT LOCATION:
MINNETONKA, MN

SHEET NUMBER / TITLE:
A-080
SITE PLAN & LANDSCAPE PLAN

Banks, Hanson, Henry, Maxwell, Powers, Waterman and Sewall voted yes. Motion carried and the item on the consent agenda was approved as submitted.

Chair Sewall stated that an appeal of the planning commission's decision may be made in writing to the city council within ten days.

7. Public Hearings

A. Resolution approving a conditional use permit for an expanded outdoor eating area with setback variance at 15600 Hwy 7.

Chair Sewall introduced the proposal and called for the staff report.

Thomas reported. She recommended approval of the application based on the findings and subject to the conditions listed in the staff report.

Henry asked if the site previously generated noise complaints. Thomas explained that no noise complaints have been received stemming from outdoor dining, but residents have complained about early morning garbage pickup for businesses on the frontage road.

In response to Maxwell's question, Thomas explained that some of the trees would be removed from the patio area.

Luke Derheim, applicant, stated that he was excited to become part of the neighborhood. He was available for questions.

Powers asked if music would be played on the outdoor patio. Mr. Derheim said that speakers would play music. There would be no live entertainment outside. The speakers would be pointed toward the west. An eight-foot fence would surround the perimeter to mitigate the sound. The patio is a substantial distance away from the neighbors on the north and west. The adjacent property on the north already has a 12-foot wall. He has not received any concerns from neighbors.

Banks asked if creation of the patio would cause the removal of parking stalls. Mr. Derheim answered in the negative. The fence line would follow the same footprint of a previous fence. There is a lot of green space not being used. The parking area would not be impacted.

Maxwell asked what materials would be used for the floor of the patio. Mr. Derheim explained that a third of the patio would have a concrete floor and the majority of the rest of the patio would have a pervious surface made of something similar to astroturf which would look like green space throughout the rest of the patio and would have trees and vegetation. As much pervious surface would be utilized as possible.

Maxwell asked if he received comments or complaints from neighbors regarding his other restaurant that allows dogs on the patio. Mr. Derheim answered that the majority of

patrons bring dogs on the patio. There are many rules enforced to protect patrons who are not comfortable with dogs.

In response to Henry's question, Mr. Derheim did not foresee the indoor and outdoor seating being full at the same time. His other restaurants have dramatically less parking than this one would have and still have enough, so he is confident there would be adequate parking. He is working on an agreement with the adjacent North Memorial neighbor to provide overflow parking if needed.

In response to Henry's question, Mr. Derheim explained that he is receiving bids to consider adding solar panels to his restaurant in St. Louis Park and the proposed site.

Chair Sewall asked if there would be a designated dog relief area. Mr. Derheim answered in the affirmative. There is an area from the pylon sign to the west that currently has rocks. He is considering replacing the rocks with astroturf and an irrigation system so the area would be kept clean and looking good.

Powers asked if relief bags would be provided. Mr. Derheim said that biodegradable bags would be provided in the front area.

The public hearing was opened. No testimony was submitted and the hearing was closed.

Hanson felt that the proposal is straight forward. He supports staff's recommendation. He visits Pub 819 in Hopkins and it has been a good neighbor. He looks forward to the proposal being completed.

Maxwell likes the proposal. It is unique, exciting, and fills a need in Minnetonka. She used to live close enough to walk to The Howe in Minneapolis which was always a good steward of the space and good at what they do. The proposal would be a good addition to Minnetonka.

Waterman agrees with Hanson, Maxwell, and staff. When looking at the site, he would not have guessed that a variance would be needed. The existing footprint looks appropriate. The site looks sharp. He supports the proposal. The management at Craft and Crew have done an amazing job keeping employees employed during the pandemic. He is thrilled the restaurant would be coming to Minnetonka. He supports staff's recommendation.

Henry noted that no neighbors expressed concern. The location would be next to Hwy. 7. He supports the proposal. He enjoys hanging out outside. The existing, large trees would make the site attractive. He supports the use of solar energy.

Powers concurs with commissioners. He likes the business plan that shows that the applicants have a sense of community. He supports the proposal.

Banks agrees with commissioners. He supports the proposal. The existing footprint would be utilized. Neighbors did not express concern. He looks forward to visiting the restaurant with his canine companions in the future.

Chair Sewall supports the proposal. He is glad the existing building would be able to be used for a restaurant and bring new life and vibrancy to the area. The operator has a proven track record. There should be ample parking. He is excited for it to open.

Hanson moved, second by Waterman, to recommend that the city council adopt the resolution approving a conditional use permit with a setback variance for an expanded outdoor seating area at 15600 Hwy 7.

Banks, Hanson, Henry, Maxwell, Powers, Waterman and Sewall voted yes. Motion carried.

8. Elections

A. Elections of Planning Commission Chair, Vice Chair, and Liaison to the Sustainability Commission

Chair Sewall introduced the agenda item to elect a planning commission chair, vice chair, and liaison to the sustainability commission.

Gordon reported. He recommended commissioners elect a planning commission chair, vice chair, and liaison to the sustainability commission.

Henry moved, second by Hanson, to elect Sewall to serve as the Minnetonka Planning Commission Chair for the remainder of 2021.

Banks, Hanson, Henry, Maxwell, Powers, Waterman and Sewall voted yes. Motion carried.

Powers moved, second by Waterman, to elect Hanson to serve as the Minnetonka Planning Commission Vice Chair for the remainder of 2021.

Banks, Hanson, Henry, Maxwell, Powers, Waterman and Sewall voted yes. Motion carried.

Hanson moved, second by Banks, to elect Henry to serve as the Minnetonka Planning Commission Liaison to the Minnetonka Sustainability Commission for the remainder of 2021.

Banks, Hanson, Henry, Maxwell, Powers, Waterman and Sewall voted yes. Motion carried.

From:
To: [Loren Gordon](#); [Susan Thomas](#); [Julie Wischnack](#)
Cc: [Deborah Calvert](#); ; [Brad Wiersum](#);
Subject: 3/4 Planning Commission: Duke's on 7, general support
Date: Thursday, March 4, 2021 8:08:18 PM

Hello,

First, apologies that I was not as prepared for this meeting tonight and not fully informed on the process for the virtual meetings. I didn't submit a request to comment ahead of time. I didn't write a letter or correspond with city staff ahead of tonight's meeting. I did download the plans and discuss them broadly with our neighborhood group. We do have thoughts and questions. It was insightful to learn from Commissioner Henry that our neighborhood involvement from the medical center was used as an example scenario in the Citizen's Academy. :D

I listened intently as the commission debated several considerations for Duke's. I would have liked to ask a couple of questions, but couldn't. (Again, I take responsibility for not understanding the COVID process) I wanted to write in while this was still top of mind.

Generally, we support Dukes on 7. We, the Ekstrands, have been patrons of their other locations and have enjoyed them. We have a dog and welcome this concept too. Cristo's was a good community partner and we enjoyed walking over for a Happy Hour or dinner. We enjoy having this walkable 'burger and beer' option as mentioned by one of the commissioners. I'm not as concerned with dog waste.:)

As you may recognize by my address below, our home is directly to the north of the site. Our dining room and our second story master bedroom face south, directly overlooking the employee parking lot of the medical center and the proposed site. Light pollution is real. Our concerns are largely related to light and sound pollution into the neighborhood.

I would like to learn more about a few things:

- Luke Derheim, developer, suggested that the patio would be most active from April-October. There are some natural tree buffers, how will the setback variance affect the 'buffer zone'? Existing deciduous tree cover will help for much of this. We would like to ensure that a natural sound/light barrier be maximized with coniferous vegetation beyond a fence if possible.
- The proposed set-back variance; as it was somewhat confusing during the conversation tonight. Required is 200ft, it is proposed to go back to 80ft? It is currently 150 ft? How will the existing boundaries change with respect to a set-back variance?
- There will be a 12 foot fence facing north? What time will the patio close and patio and/or parking lot lights go out?
- No live music, piped-in music speakers will be facing west. How late will the music go?
- Will there be a direct contact at the restaurant for potential neighborhood feedback? (Gus was always very approachable and amenable to our reasonable requests). The Medical Center has been fairly negligent in maintaining the north buffer zone and it's been helpful to have a contact.

Thank you for accepting my comments and replying to help the conversation and ultimate support of our neighborhood. Please let me know if we can arrange a virtual information Q&A session. Again, we largely support this development.

I take pride in residing in Minnetonka. Significant kudos to city staff and volunteer leaders. I

pride myself in community engagement, engaging in conversation, and being part of the solution.

Thank you for representing us! I look forward to hearing from you.
Highest regards, Molly

Molly Ekstrand
15508 Highwood Drive

Resolution No. 2021-

Conditional use permit, with a setback variance, for an expanded outdoor seating area at 15600 Hwy 7

Be it resolved by the City Council of the City of Minnetonka, Minnesota, as follows:

Section 1. Background.

1.01 The subject property is located at 15600 Hwy 7 and is legally described as:

Tract B, REGISTERED LAND SURVEY NO. 1306, Hennepin County, Minnesota

Torrens Property
(Certificate of Title No. 1193536)

1.02 In 1971, a restaurant building was constructed on the subject property. Over the next 50 years, several restaurants have occupied the building and served on a small outdoor seating area located at the southwest corner of the building. The most recent occupant, Christo's, closed in December 2020.

1.03 Craft and Crew Hospitality, LLC. recently purchased the subject property and will be opening a new restaurant in the space. In addition to administratively-approved interior and façade changes, Craft and Crew is proposing to expand the existing outdoor seating area and construct an outdoor seasonal bar. The proposal requires a conditional use permit, with a setback variance from 200 feet to 80 feet.

1.04 Minnesota Statute §462.357 Subd. 6, and City Code §300.07 authorizes the city to grant variances.

1.05 On March 4, 2021, the planning commission held a hearing on the proposal. The applicant was provided the opportunity to present information to the commission. The commission considered all of the comments received and the staff report, which are incorporated by reference into this resolution. The commission recommended the city council approve the conditional use permit with a variance.

Section 2. Standards.

2.01 City Code §300.21 Subd. 2 lists the following general standards that must be met

for granting a conditional use permit:

1. The use is consistent with the intent of the ordinance;
2. The use is consistent with the goals, policies, and objectives of the comprehensive plan;
3. The use does not have an undue adverse impact on governmental facilities, utilities, services, or existing or proposed improvements;
4. The use is consistent with the city's water resources management plan;
5. The use is in compliance with the performance standards specified in §300.28 of the ordinance; and
6. The use does not have an undue adverse impact on the public health, safety, or welfare.

2.02 City Code §300.21 Subd.4(p) lists the following specific standards that must be met for granting a conditional use permit for outdoor eating areas:

1. Shall be located in a controlled or cordoned area with at least one opening to an acceptable pedestrian walk. When a liquor license is involved, an enclosure is required, and the enclosure shall not be interrupted; access shall be only through the principal building;
2. Shall not be permitted within 200 feet of any residential parcel and shall be separated from residential parcels by the principal structure or another method of screening acceptable to the city;
3. Shall be located and designed so as not to interfere with pedestrian and vehicular circulation;
4. Shall not be located to obstruct parking spaces. Parking spaces may be removed for the use only if parking requirements specified in section 300.28 are met;
5. Shall be located adjacent to an entrance to the principal use;
6. Shall be equipped with refuse containers and periodically patrolled for litter pick-up;
7. Shall not have speakers or audio equipment which is audible from adjacent parcels; and
8. Shall be located in compliance with building setback requirements.

2.03 By City Code §300.07 Subd. 1, a variance may be granted from the requirements of the zoning ordinance when: (1) the variance is in harmony with the general purposes and intent of this ordinance; (2) when the variance is consistent with

the comprehensive plan; and (3) when the applicant establishes that there are practical difficulties in complying with the ordinance. Practical difficulties mean: (1) The proposed use is reasonable; (2) the need for a variance is caused by circumstances unique to the property, not created by the property owner, and not solely based on economic considerations; and (3) the proposed use would not alter the essential character of the surrounding area.

Section 3. Findings

3.01 The proposal would meet the general conditional use permit standards outlined by City Code §300.21 Subd. 2.

3.02 The proposal meets the specific conditional use permit standards for outdoor eating areas as outlined in City Code §300.21 Subd.4(p):

1. Access to the patio would be via the restaurant building.
2. The expanded patio would be located 80 feet from the closest residential property, requiring a variance from this standard.
3. The outdoor dining area would be located in an existing, open area adjacent to the restaurant space and would not obstruct vehicular or pedestrian circulation.
4. The outdoor area would not obstruct any parking spaces.
5. The outdoor area would be located immediately adjacent to the principal use and accessed via the entrance to the principal use.
6. As conditions of this resolution, the area:
 - Must be surrounded by an uninterrupted enclosure and must be accessible only from within the restaurant;
 - Must be equipped with refuse containers and periodically patrolled for litter pick-up; and
 - May not have speakers or audio equipment that is audible from adjacent parcels.
7. The outdoor area would meet building setback requirements.

3.03 The proposal would meet the variance standard as outlined in City Code §300.07:

1. Intent of the Ordinance. The intent of the ordinance regarding setbacks for outdoor patios is to mitigate the real or perceived negatives impacts these areas may have on surrounding uses. The applicant's proposal

meets this intent, as it would be visually separated from the adjacent residences. The expanded area would be surrounded by a new seven-foot fence. This would be in addition to an existing ten-foot opaque fence that is located near the north property line.

2. Comprehensive Plan. The subject property is guided for commercial use and has been used commercially for 50 years. The requested variance would not alter the longstanding use of the site.
3. Practical Difficulties. There are practical difficulties in complying with the ordinance.
 - a. Reasonableness. Though the expanded patio area would be roughly 80 feet from the closest residential property, it would be 150 feet from the closest home. It would be further separated from this home by two fences – the seven-foot fence proposed around the patio and an existing 10-foot fence located near the north property line – and mature trees.
 - b. Unique Circumstance. The configuration of the existing building and parking lot “leaves” an existing open space appropriately situated for outdoor dining. However, the subject property is just 240 feet deep through this area. As such, very little of this space could be used for seating without a variance. Taken together, these circumstances are unique.
 - c. Character of Locality. The city does not anticipate that the requested variance would negatively impact the character of the neighborhood. The subject property and building have been used for restaurant purposes for 50 years. Patio seating was offered at some of the previous restaurants. The applicant’s proposal simply continues and expands this use.

Section 4. Council Action.

4.01 The above-described conditional use permit, with variance, is approved, subject to the following conditions:

1. This resolution must be recorded with Hennepin County prior to the issuance of a building permit.
2. The outdoor dining area must:
 - a) Be surrounded by an uninterrupted enclosure and must be accessible only from within the restaurant.
 - b) Be equipped with refuse containers and periodically patrolled for litter pick-up;

3. Any outdoor speakers or audio equipment must not be audible from adjacent parcels.
4. No portion of the outdoor area may be enclosed in any way for cold-weather seasonal seating, unless:
 - a. The owner submits a sewer and water accessibility charge (SAC) determination; and
 - b. The owner submits an executed parking agreement for off-site stalls as required by the parking ordinance.
5. A 10-foot, opaque fence must be maintained north of the existing parking lot unless otherwise approved by the city.
6. The property is subject to the provisions of the City Code §845, Public Nuisances.
7. The city council may reasonably add or revise conditions to address any future unforeseen problems.
8. Any change to the approved use that results in a significant increase in traffic or a significant change in character would require a revised conditional use permit.

Adopted by the City Council of the City of Minnetonka, Minnesota, on March 22, 2021.

Brad Wiersum, Mayor

Attest:

Becky Koosman, City Clerk

Action on this resolution:

Motion for adoption:

Seconded by:

Voted in favor of:

Voted against:

Abstained:

Absent:

Resolution adopted.

I hereby certify that the foregoing is a true and correct copy of a resolution adopted by the City Council of the City of Minnetonka, Minnesota, at a meeting held on March 22, 2021.

Becky Koosman, City Clerk

City Council Agenda Item #13C (2)
Meeting of Mar. 22, 2021

Brief Description On-sale intoxicating liquor license for Duke's on 7, LLC, located at 15600 State Highway 7

Recommendation Continue the public hearing from Feb. 22, 2021, and grant the licenses

Background

The city has received an application from Duke's on 7, LLC, dba Duke's on 7, for an on-sale intoxicating and on-sale Sunday liquor license, for use at the restaurant at 15600 State Highway 7. The restaurant was the former Christos location. Duke's on 7, LLC purchased the restaurant in Feb. 2021.

Business Ownership

Duke's on 7, LLC, is owned by Luke Derheim and David Benowitz. Along with Steven Benowitz, they are equal partners in their parent company, Craft & Crew Hospitality. Craft & Crew Hospitality owns five other restaurants throughout the Twin Cities, including Stanley's NE Bar Room, Pub 819 in Hopkins, and Howe Daily Kitchen & Bar in S. Minneapolis. Duke's also owns and manages The Block in St. Louis Park, which recently opened in Oct. 2019. Mr. Derheim will serve as the General Manager of the restaurant. He meets the metro-area residency requirements of the city's liquor ordinance.

Business Operation Description

Duke's on 7 is preparing to open in May 2021. The restaurant will be open daily; Mon. – Thurs. 11:00 a.m. – 11:00 p.m. Fri. 11:00 a.m. – 1:00 a.m. Sat. 9:00 a.m. – 1:00 a.m. Sun. 9:00 a.m. – 11:00 p.m. Duke's on 7 will be a neighborhood, family-friendly restaurant, and bar. As with all Craft & Crew restaurants, the business is dog-friendly. The restaurant will seat 169 guests inside and 170 on their planned expansion of the existing outdoor patio (the applicant is applying for a conditional use permit).

All employees of Duke's on 7 are trained in handling and serving alcohol, utilizing materials from ACS (Alcohol Compliance Services). Employees are trained to card patrons with a valid ID who appear to be under the age of 40. They project their food to alcohol ratio based on their other locations to be 70/30% split leaning towards food.

Application Information

Application information and license fees have been submitted. The police department's investigative report is complete and will be forwarded to the council prior to the continued public hearing.

Recommendation

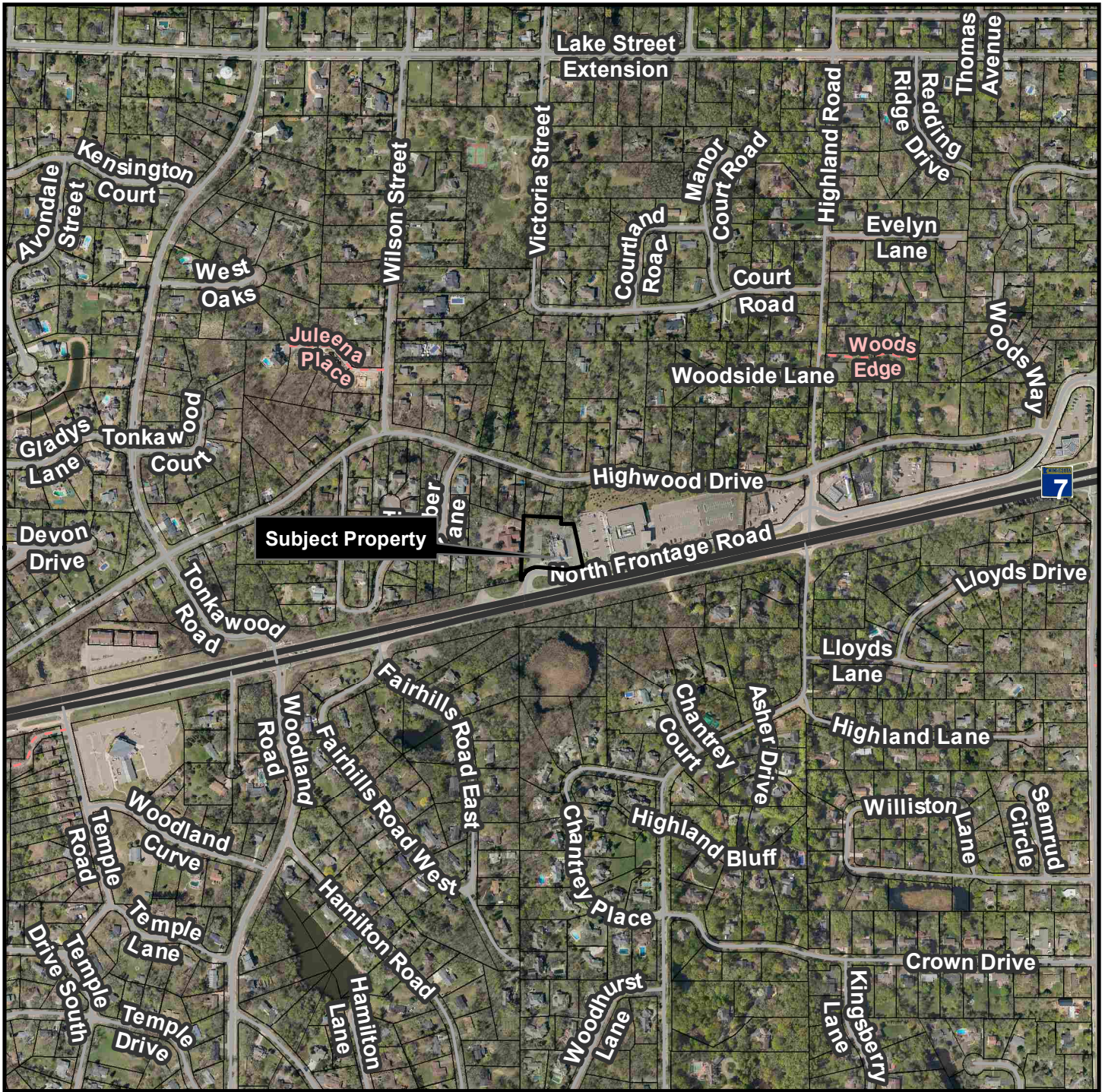
Staff recommends the city council continue the public hearing from Feb. 22, 2021, and grant the licenses.

Submitted through:

Geralyn Barone, City Manager
Julie Wischnack, AICP, Community Development Director

Originated by:

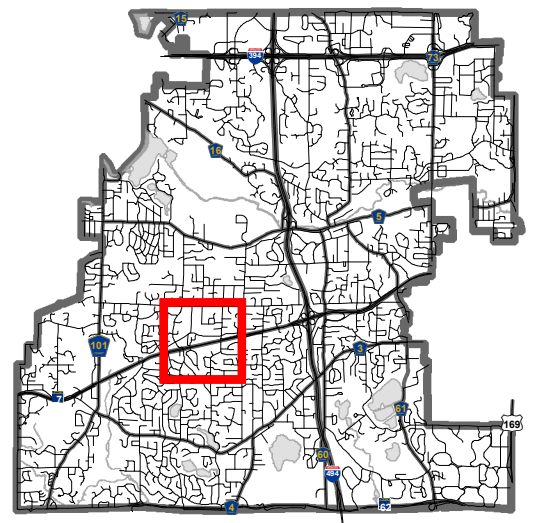
Fiona Golden, Community Development Coordinator



Subject Property

Location Map

Project: Duke's on 7, LLC
Address: 15600 Hwy 7



TO START

BRUSSELS SPROUTS

Grainbelt Nordeast bacon, bleu cheese crumbles, and
balsamic glaze

9

ELLSWORTH, WI CHEESE CURDS

Beer-battered and served with spicy jam

8

PRETZEL STICKS

Served with Bavarian mustard & jalapeño queso

8

BROASTED WINGS - BONE IN or BONELESS

Served with ranch or blue cheese. Tossed in Buffalo /
Cajun Dry Rub / Guava BBQ / Hot Chick / Sweet Thai

Chili

Half **9**

Full **15**

BBQ PORK SLIDERS

tender shredded pork, guava BBQ, and sweet chili
coleslaw on Turano slider buns served With our
homemade pickles

10

NACHOS

Crisp tortilla chips, covered with a melted cheese blend,
guacamole, sour cream, jalapenos, and pico Add chicken

/ 2 or Pork carnitas / 1

12

BUFFALO CAULIFLOWER

Deep fried fresh cauliflower, vegan buffalo sauce,
coconut flour batter, served with vegan dill ranch &
carrots

8

VEGAN NACHOS

Crisp tortilla chips covered with vegan cheese sauce,
guacamole, black beans, jalapenos, and pico Add Korean
BBQ beef / 3 or vegan chorizo /

12

FRENCH FRY BASKET

A Large Basket of French Fries

6

SWEET POTATO FRY BASKET

Large Basket of Sweet Potato Fries

6

TATER TOT BASKET

Large Basket of Tater Tots

6

ONION RINGS

Tower of house-made onion rings served with seasoned
sour cream

9

GREENS & SOUP

Crispy or Seared BUFFALO CHICKEN SALAD

Buffalo tossed chicken, romaine and mixed greens, celery, tomatoes, and red onions tossed with ranch and topped with blue cheese crumbles (GFO)

13

HONEY PECAN CHICKEN SALAD

Crispy fried chicken, honey pecan drizzle, "superfood greens", grapes, strawberries, apples, boiled eggs, tossed with green-goddess dressing

14

CAESAR SALAD

Traditional recipe with parmesan, garlic croutons, and homemade creamy Caesar dressing

Small **7**

Large **10**

PROTEIN ADD-ONS

Buffalo Cauliflower 3

Tofu 4

Chicken 4

Steak 6

Shrimp 6

HOUSE-MADE DRESSINGS

Ranch - Bleu Cheese - Balsamic Vin - Thousand Island
(V) - Dill Ranch (V) - Honey-lime - Green goddess

CUP of LOADED CHILI

6

BOWL of LOADED CHILI

8

CUP of SOUP OF THE DAY

4

BOWL of SOUP OF THE DAY

5.50

BOWLS

sub cauliflower rice /1 sub Miracle Noodle (15 calories,
no carbs) /3

TRADITIONAL AHI POKE

Sushi grade ahi tuna* marinated in a lemongrass soy-
ginger glaze, avocado, bell peppers, cucumber, red
cabbage, and edamame on coconut rice (GF)

14

VOLCANO STYLE: add jalapeños and Sriracha aioli 15

PHUKET

Creamy green curry with kale, carrots, bell peppers,
brussels sprouts, cilantro, basil, and peanuts served over
our coconut rice (GF, VO)

12

KOREAN BBQ YUM YUM BOWL

Marinated steak, kimchee, sunny side up egg egg,
coconut rice and yum yum sauce (GF)

15

BLOCK RAMEN

Ramen noodles, boiled egg, cilantro, edamame, Wild mushrooms, miso broth & daikon vegetable mix. Choice Of Chicken or pork

14

RED BEANS & RICE

Louisiana style red beans and rice, fried chicken, red-eye gravy and green onions

13

ADD PROTEINS

Buffalo Cauliflower **3**

Tofu / Chicken **4**

Steak / Shrimp **6**

Egg **1**

Vegan Korean bbq **4**

BROASTED CHICKEN

Served Original or Hot Chic Crispy, juicy and freshly cooked to order. Please allow up to 25 minutes, it's worth the wait!

2 PIECE CHICKEN

Served with sweet chili coleslaw and mashed potatoes & gravy

Leg & Wing **11**

Leg & Thigh **12**

Breast & Leg **13**

Breast & Thigh **14**

THE WHOLE DAMN BIRD

8 pieces of crispy deliciousness served with large sides of sweet chili slaw, mashed potatoes & gravy, and honey cornbread

26

1/2 BIRD

Sweet chili slaw, mashed potatoes & gravy, house pickles

16

A LA CARTE

Mac & Cheese **5**

Mashed Potatoes & Gravy **3**

Sweet Chili Coleslaw **3**

Honey Cornbread **2**

SANDWICHES

Served with fries, chips, or sweet chili coleslaw.--

Upgrade:--Parmesan rosemary truffle fries, sweet potato fries, soup/chili, tater tots, onion rings, mashed potatoes

& gravy, or side salad / 2 -- Buffalo cauliflower,

Northeast Brussels sprouts, broccoli, or mac & cheese / 3

-- Cheese curds / 6 -- Substitute a gluten-free bun / 1

BROASTED CHICKEN SANDWICH

Our juicy broasted chicken breast topped with sweet chili slaw and house pickles. Served original or Hot Chic

12

BRISKET GRILLED CHEESE

Slow roasted brisket, sautéed onions, guava BBQ, cheddar and provolone on sourdough

14

GRILLED MAC N CHEESE SANDWICH

Cheesy cavatappi pasta, fresh jalapeno & braised pork belly on a parmesan crusted sourdough

13

TURKEY CLUB

Turkey, pepper bacon, smashed avocado, lettuce, tomato and garlic aioli on 9-Grain bread.

13

WALLEYE SANDWICH

Northeast battered walleye, sweet chili slaw, house-made pickles, and tartar sauce on a whole wheat hoagie

15

BUFFALO CAULIFLOWER PO BOY

Breaded and served with vegan dill ranch, green onions on a vegan hoagie roll (V)

12

PHEOBE (Vegan)

Fresh beets, Chao Vegan Cheese, sauerkraut, and vegan 1000 on toasted vegan marble rye

12

BURGERS - SERVED "PINK*" OR "NO PINK"

Served with fries, chips, or sweet chili coleslaw.--

Upgrade:--Parmesan rosemary truffle fries, sweet potato

fries, soup/chili, tater tots, onion rings, mashed potatoes
& gravy, or side salad / 2 -- Buffalo cauliflower,
Northeast Brussels sprouts, broccoli, or mac & cheese / 3
-- Cheese curds / 6 -- Substitute a gluten-free bun / 1

ROYALE WITH CHEESE

Two patties, American cheese, red onion, house pickles,
and mayo TRIPLE ROYALE / 14.5 (GFO)

13

SMOKED BACON BURGER

Smoked bacon and brisket blend. bacon-tomato jam
provolone cheese and topped with more crispy bacon

15

HANGOVER

Bacon, cheddar cheese, and a fried egg (GFO)

14

TURKEY BURGER

House seasoned ground turkey, smashed avocado,
lettuce, tomatoes, and chipotle aioli (GFO)

13

BEYOND BURGER

Beyond patty, shredded lettuce, avocado, Chao Vegan
Cheese, tomato, red onion, vegan 1000 island on a vegan
bun (GFO, V)

16

CHEESEBURGER

Beef Patty, Choice of Cheese, Bun.

13

MAINS

BRISKET MAC & CHEESE

Smoked bacon, fresh jalapenos, crispy onions and BBQ
sauce

13

VEGAN MAC & CHEESE

Choice of tofu or vegan Chorizo, roasted bell peppers,
basil, and vegan cheese sauce

14

BEEF STROGANOFF

Braised short rib, wild mushrooms, caramelized onions,
pappardelle pasta, creamy stroganoff sauce and sour
cream

15

SHORT RIBS

Braised USDA choice beef, roasted tomatoes, wild
mushrooms, and pan au jus. Served With mashed
potatoes and fried spinach

16

WALLEYE DINNER

Northeast battered walleye served With fries, sweet chili
slaw, and house-made tartar sauce

16

LUNCH + DINNER MENU

BRUNCH & BISCUITS BREAKFAST BAR

BLOCK-TAILS

WINE

DOG MENU

SHAKES & DESSERTS

BEER MENU

CRAFT & CREW SIGNATURE COCKTAILS

CRAFT & CREW OLD FASHIONED

Our signature Old Fashioned made with Makers Mark, brown sugar syrup and Bittercube Cherry Bark Vanilla Bitters with an orange peel and Filthy Cherry. Stirred and served on the rock.

13

MAKER'S MANHATTAN

Maker's 46, Maker's Mark, Yzaguirre Vermouth, Bittercube Cherry Bark Vanilla Bitters and Filthy Cherry. Stirred and served on the rock

13

MAPLE OLD FASHIONED

Our very own Maker's Mark Private Select, house-made maple simple syrup garnished with lemon, a Filthy cherry & house candied bacon

15

PRIVATE PROPERTY

Maker's Mark Craft & Crew Private Select, honey simple syrup, fresh lemon juice, allspice dram, and charred rosemary.

Shaken and served up

16

SLUSHIES

LAVENDAR LEMONADE

Vodka, Lavender, Housemade Lemonade

8

SLUSHIE OF THE MOMENT

Ask your server for details

8

BLOCKTAILS

GINNY FROM THE BLOCK

Prairie Gin, Luxardo, and Violette Liqueur mixed with fresh
lemon juice and the rocks that we got!

12

RYE ME A RIVER

Sazerac Rye, Tattersall absinthe, demerara, Scrappy New
Orleans bitters

12

I LOVE IT WHEN YOU CALL ME HOT TODDY

Panther Honey Whiskey, Scrappy black lemon bitters, honey
simple syrup, hot water and cinnamon

10

BLAME IT ON THE APEROL

A winter Aperol spritz made with Jim Beam, rosemary-infused
Aperol, champagne, and cranberry, served on the rocks.

11

MN BULLDOG

Prairie Vodka, Frieda coffee liqueur, coke and cream.

10

RASPBERRY BERET

Spiced Rum, Chambord mixed with a strawberry, fresh lime
juice, and cinnamon simple syrup.

12

BLURRED WINES

Brandy, red or white wine, simple syrup, fruit, and club soda

10

THE MARGARITA

Dobel Silver Tequila, Tattersall Orange Crema, house-made
sweet and sour, served on the rocks with black salt

12

HOT BLOCK MARGARITA

Jalapeno infused Dobel Silver Tequila, Tattersall, Orange
Crema, house-made sweet and sour, served on the rocks with
black salt

12

SMOKE SHOW MARGARITA

Fidencio Clasico Mezcal, Tattersall Orange Crema, house-made sweet & sour, served on the rocks with black salt

13

PURPLE PALOMA

Dobel Silver Tequila, Tattersall Grapefruit Crema, house-made sweet & sour, served on the rocks with black salt

12

ALL-INCLUSIVE RESORT

Red Bull Tropical Cocktail - Dobel Silver Tequilla, Orange Juice, Lime Juice, and Red Bull Tropical. Served with a Lime Wedge.

10



"Yappy Hour" 3p - 6p during regular Happy Hour. Fresh water is always complimentary!

ALL PUPS WILL RECEIVE A COMPLIMENTARY PEANUT BUTTER NILLA WOOFER!

TREATS

BY VON HANSON'S

FROZEN SMOKED BEEF MARROW BONE

\$4 Small | \$10 Large

CHEWY SMOKED PIG'S EAR \$5

Disclaimer: these treats have been known to turn otherwise sweet well behaved pups into "protective mode" pups. Please know your dog!!!

A SWEET TREAT

CRAFT & CREW'S HOMEMADE PUPCREAM \$4

Bananas + Peanut butter + Coconut Oil topped with fresh Whipped Cream and a Pup Cookie

BOXER BITES \$3

3 Housemade pup cookies baked with Sweet Potatoes, Peanut Butter, Oats, Blueberries and Love

ENTREES

NALA'S TURKEY MUTTLOAF \$7 (2 slices)

Homemade Turkey Meatloaf loaded with Veggies, Oats and Flax

WOOF WOOF BOWL \$7

Organic Brown Jasmine rice sauteed with Power Greens, topped with a Sunny Side Up Egg and drizzled with Coconut Woof Woof Sauce.

Add more protein Chicken | \$2 Beef | \$3

K-9 CHICKEN \$8

6 oz Grilled Chicken Breast served on a bed of Organic Jasmine Brown Rice, Veggies, and Sweet Potatoes

NE PUP BURGER \$8

1/3 Pound Burger served on a bed of Organic Jasmine Brown Rice, Veggies, and Sweet Potatoes

SALMON CAKES \$10 (2 cakes)



Puuuurfectly seared Salmon Cakes prepared with Salmon, Quinoa, Organic Jasmine Brown Rice, Flax, Spinach, Celery, Apples and Parsley

Feel free to order some to go if you have a sweet meow meow at home :)

** Most ordered dog dish by our human guests for their own consumption



A portion of each dog entree is donated to Pause 4 Paws.

Funds are distributed to rescues for their efforts to provide medical care, spay/neutering, reduction of animal euthanasia and to provide FUREVER homes for dogs and cats here in MN. For more information, please visit <http://www.pause4pawsmn.org/>

**WE NOW OFFER DELIVERY ON OUR FAMOUS DOG MENU!
VISIT BITESQUAD.COM FOR MORE DETAILS!**

In 2019, Craft & Crew added a 4% Health and Wellness surcharge to all checks which allows us to provide health care benefits to all employees. This is not a gratuity.



MINNEAPOLIS



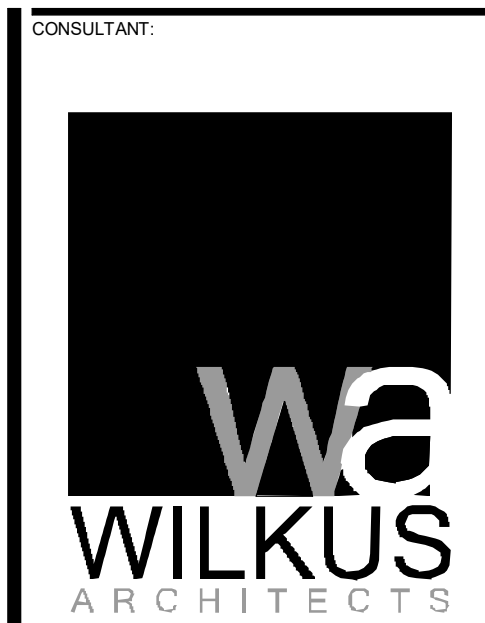
MINNEAPOLIS



HOPKINS



ST. LOUIS PARK



15 Ninth Avenue North Hopkins, MN 55343
Phone: 952.541.8891 www.wilkusarch.com

CLIENT:
CRAFT & CREW
HOSPITALITY
Luke Derheim
Craft & Crew Hospitality
15600 MN-7
Minnetonka, MN 55345

PROJECT INFORMATION:
**DUKE'S PKG 2 -
SEASONAL BAR
ADDITION**
15600 MN-7
Minnetonka, MN 55345

SEAL
**NOT FOR
CONSTRUCTION**

PROJECT NO.: 2020-0518
DRAWN BY: KMT
CHECKED BY: MMW

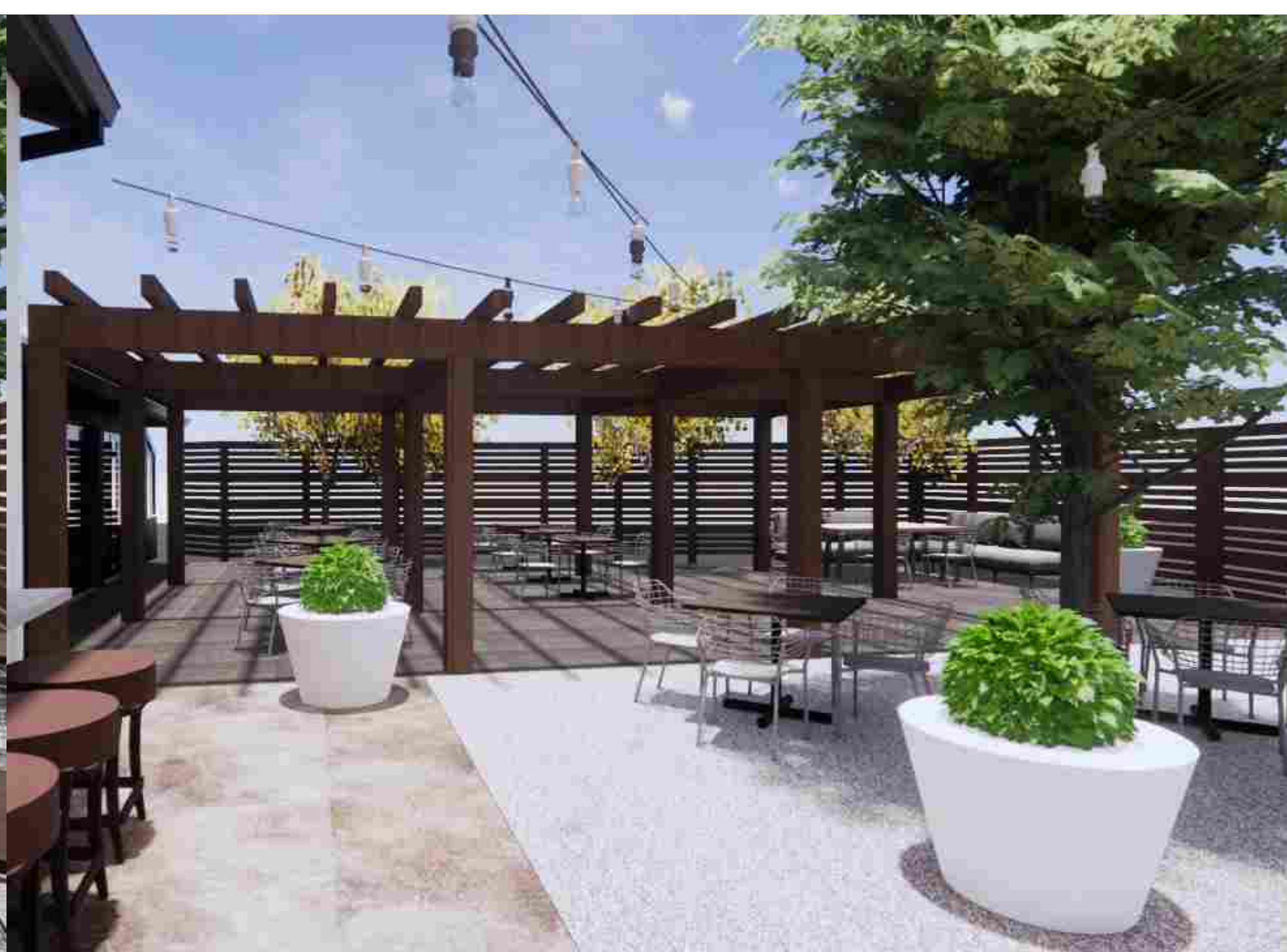
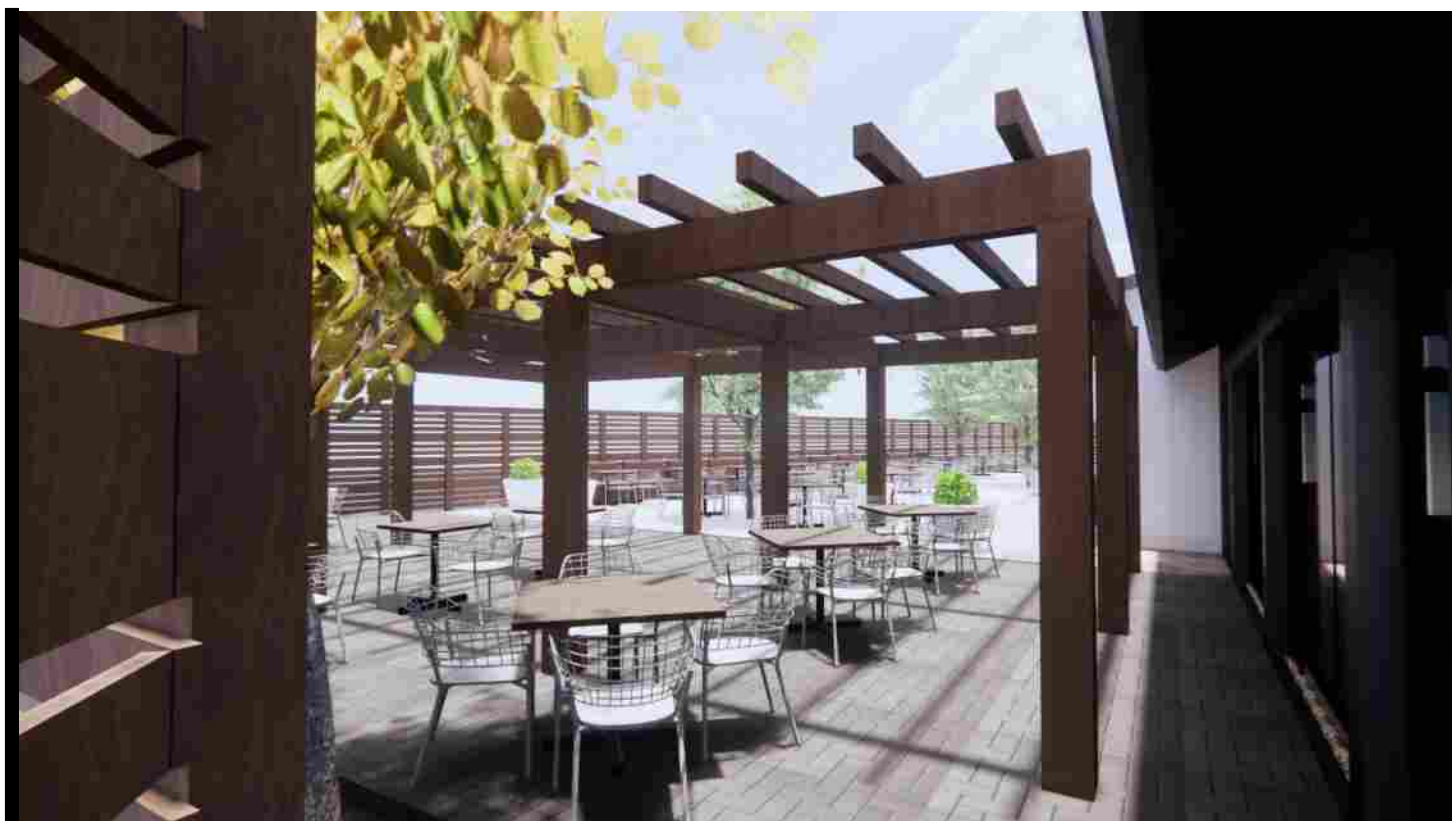
ISSUE: DATE:

REVISION: DATE:

PROJECT LOCATION:
MINNETONKA, MN

SHEET NUMBER/TITLE:
A-301
RENDERINGS

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CLIENT:
CRAFT & CREW
 HOSPITALITY
 Luke Derheim
 Craft & Crew Hospitality
 15600 MN-7
 Minnetonka, MN 55345

PROJECT INFORMATION:
DUKE'S PKG 2 - SEASONAL BAR ADDITION
 15600 MN-7
 Minnetonka, MN 55345

SEAL:
NOT FOR CONSTRUCTION

PROJECT NO.: 2020-0518
 DRAWN BY: KMT
 CHECKED BY: MMW

ISSUE: DATE:

REVISION: DATE:

PROJECT LOCATION:
 MINNETONKA, MN

SHEET NUMBER/TITLE:
A-302
 RENDERINGS - PATIO

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**City Council Agenda Item #14A
Meeting of Mar. 22, 2021**

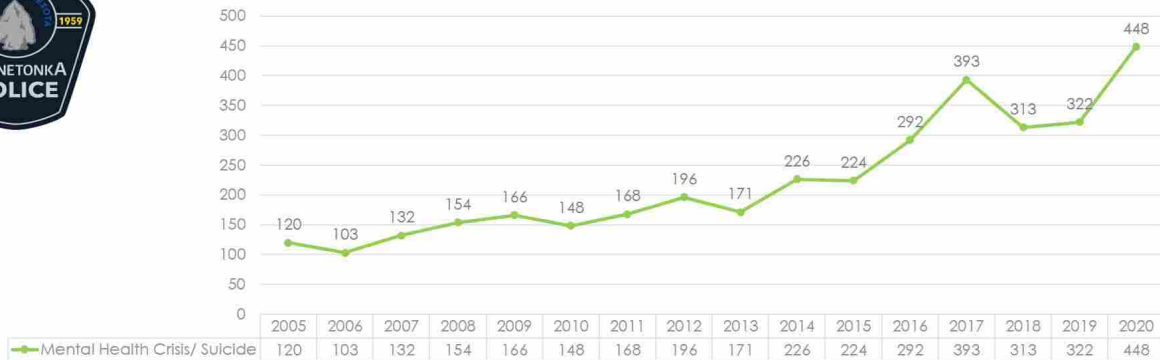
Brief Description: Police department mental health unit and Case Assessment Management Program (CAMP) update

Recommended Action: None – informational only

Background

Mental health crisis related calls are becoming more frequent, complex and dangerous. Unfortunately, resources are limited for those in crisis and as first responders, the police become the first call for help. The police department tracks calls for service (CFS) including mental health crisis and suicide calls and has noticed a significant increase over the past 15 years. In 2005, there were 120 CFS compared to 448 in 2020.

**MINNETONKA POLICE DEPARTMENT
CALLS FOR SERVICE MENTAL HEALTH CRISIS AND SUICIDAL THREATS/ATTEMPTS**



This increase isn't unique to Minnetonka and in 2019 the police department partnered with the Plymouth Police Department to create the West Metro Mental Health Collaborative, which now includes many other agencies. This workgroup meets regularly to discuss working strategies and to reduce duplicative efforts. In addition, this group has created uniform health and welfare transport hold forms which creates consistency throughout the county.

In addition, the Minnetonka and Plymouth Police Departments created a Mental Health Unit (MHU) which is focused on reducing repeat mental health related calls and providing better outcomes for those in crisis. Several initiatives were identified and implemented at both police departments. First, additional officers received advanced crisis intervention training in which officers respond directly to the location where a person may be in crisis. Second, a mental health evaluation team was created and these officers provide follow up and resources to the person or family involved. Third, a management program called Case Assessment Management

Program (CAMP) was created which provides a review of cases and events that have a mental health crisis component or concern.

While our departments strive to provide a high level of service to all people who call for help, it is recognized that by partnering with county health services it's possible to share the increase in demand for services and to provide a more complete and helpful service to those in need. In 2019, the police department entered into an agreement with the Plymouth Police Department and Hennepin County Human Services. The agreement provides one full-time senior social worker who is shared equally between Minnetonka and Plymouth. This agreement continues until 2023.

Minnetonka and Plymouth share 60% of the cost of the senior social worker, which is \$30,000 annually per department. The police department was awarded a grant from the Minnetonka Family Collaborative in 2019 for \$15,000 and in 2020 for \$10,000 to help with these costs.

CAMP provides the ability to track calls for service data and strategies to improve outcomes. The intent of CAMP is to provide those in need with information and resources to better meet their mental health needs. By connecting individuals in need with health services it is believed this program can ensure future or repeat calls for help are met with more appropriate resources. 2020 was the first year the police department tracked information on all mental health related calls for service.

Of the 448 mental health CFS in 2020:

- 75% required two or more officers on scene
- Over 70% had at least one officer on scene who received advanced training
- Total on scene time was 898 hours and 26 minutes
- Median call time was 39 minutes
- Officers spent 236 hours and 40 minutes on CAMP follow-up and administration
- 249 referrals to social workers

CAMP eligibility is determined by individual "consumers" meeting criteria such as increasingly high risk behavior, memory issues, disengagement, high utilizer (2 CFS in last 12 month period), self-harm, suicidal ideation, attempted suicide, substance use, weapons involved, psychosis, and others as determined by CAMP.

Summary

At the March 22 city council meeting, Officer Scott Marks and Hennepin County Senior Social Worker Jessica Angeles will provide a presentation and respond to questions on Minnetonka Police Department MHU and CAMP programs.

Submitted through:

Geralyn Barone, City Manager

Originated by:

Scott Boerboom, Police Chief

Scott Marks, Community Engagement Officer