Agenda
Minnetonka City Council
Regular Meeting, Monday, March 28, 2016
6:30 P.M.
Council Chambers

1. Call to Order
2. Pledge of Allegiance
3. Roll Call: Bergstedt-Wagner-Ellingson-Allendorf-Acomb-Wiersum-Schneider
4. Approval of Agenda
5. Approval of Minutes: March 14, 2016 regular council 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 Excelsior Boulevard Pond Outlet
      Recommendation: Award the contract and amend the CIP (5 votes)
10. Consent Agenda - Items Requiring a Majority Vote:
    A. Resolution for the Oakland Road rehabilitation project
    B. Labor agreement between the city of Minnetonka and Teamsters #320 –
       Police Officers
    C. Resolution approving polling place change for the 2016 elections
    D. Cooperative agreement with the Hopkins School District for outdoor
       recreational use of Glen Lake Elementary School property
11. Consent Agenda - Items Requiring Five Votes: None
12. Introduction of Ordinances: None

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Replays of this meeting can be seen during the following days and times: Mondays, 6:30 pm, Wednesdays, 6:30 pm,
Fridays, 12:00 pm, Saturdays, 12:00 pm. The city's website also offers video streaming of the council meeting.
For more information, please call 952.939.8200 or visit eminnetonka.com
13. Public Hearings:
   A. Temporary on-sale liquor license for ResourceWest, for use at 14600 Minnetonka Boulevard
      Recommendation: Hold the public hearing and grant the license (5 votes)
   B. On-sale wine and on-sale 3.2 percent malt beverage liquor licenses for Field Day Ridgedale, LLC, 12259 Wayzata Boulevard
      Recommendation: Open the public hearing and continue to April 25, 2016 (4 votes)

14. Other Business:
   A. Resolution approving HUD Subordination Language and Extension of Time to commence construction for Phase III of Glen Lake Development
      Recommendation: Adopt the resolution

15. Appointments and Reappointments: None

16. Adjournment
1. **Call to Order**

   Mayor Terry Schneider called the meeting to order at 6:30.

2. **Pledge of Allegiance**

   All joined in the Pledge of Allegiance.

3. **Roll Call**

   Council Members Brad Wiersum, Tim Bergstedt, Tony Wagner, Bob Ellingson, Dick Allendorf, Patty Acomb, and Terry Schneider were present.

4. **Approval of Agenda**

   Acomb moved, Allendorf seconded a motion to accept the agenda, as presented. All voted “yes.” **Motion carried.**

5. **Approval of Minutes: February 29, 2016 regular meeting**

   Wiersum moved, Bergstedt seconded a motion to approve the February 29, 2016 regular council meeting minutes, as presented. Wiersum, Bergstedt, Ellingson, Allendorf, Acomb and Schneider voted “yes.” Wagner abstained. **Motion carried.**

6. **Special Matters:**

   A. **Proclamation for 2016 Empty Bowls Event**

      Schneider read the proclamation.

7. **Reports from City Manager & Council Members**

   City Manager Geralyn Barone reported on upcoming meetings and events.

   Acomb reported on the National League of Cities conference that she attended along with other council members and the city manager.

   Bergstedt noted he attended the conference as well. He said with all the dysfunction going on at the federal and state government level, there are a number of amazing things being done by cities.
Wiersum congratulated the Minnetonka High School girls basketball team for making it to the state tournament; the Wayzata High School boys hockey team for winning the state tournament; and the Hopkins High School boys basketball team for winning the state tournament.

8. Citizens Wishing to Discuss Matters not on the Agenda

Bill Jones, 5120 Lee Way, said he and his partner started the Rock ‘n’ Read project. The bus that was parked in the Kraemers parking lot was part of the project. John Kraemer gave permission for the bus to be parked there. Over the summer, city staff contacted Jones to let him know there was a complaint about the bus sitting in the parking lot and it would have to be moved. He was told it was one of the council members who had made the complaint. He asked about the two postal trucks also parked in the parking lot and was informed there were no complaints about those trucks. He found a new location to park the bus but during the spring there would be a cleaning and volunteer day and he wanted assurance that he would not be cited if the bus was parked in the Kraemers lot. He asked if it was common that the city enforced ordinances only when there were complaints.

Schneider said there was a longstanding informal policy that the city did not go out and look for ordinance violations. If a complaint was received the ordinance was enforced. There is an attempt to balance being flexible in allowing the community to do what it thinks is right versus not allowing things to get out of hand. Staff usually is able to work with the person involved to find a solution to address the issue. Barone said staff follows up on a complaint no matter who has made the complaint. Staff tries to work with the person to make sure the community standards are followed. She said just because the property owner grants permission, it doesn’t mean the ordinance does not have to be followed.

9. Bids and Purchases:

A. Bids for 2016 Street Rehabilitation project, Libb’s Lake area

Barone gave the staff report.

Wagner asked if the city had past issues with a company that made a bid, how the past experiences are taken into account when deciding which bid to take. City Engineer Will Manchester said this year in evaluating the bids the whole package including the subcontractors were looked at. All the subcontractors involved with this project met the qualifications.
Wiersum noted the budget amount was quite a bit higher than the contract amount. He asked if part of this was because of the low oil prices. Manchester said in talking with other cities, lower prices were being seen throughout the industry. This hasn’t been specifically correlated to the low oil prices.

Wiersum moved, Wagner seconded a motion to award contract to GMH Asphalt Corporation in the amount of $7,267,853.82 for the 2016 Street Rehabilitation project, Libb’s Lake area. All voted “yes.” Motion carried.

10. Consent Agenda – Items Requiring a Majority Vote: None
11. Consent Agenda – Items requiring Five Votes: None
12. Introduction of Ordinances:

A. Items concerning 14840 and 14900 State Highway 7:

1) Ordinance rezoning a portion of 14840 State Highway 7 from B-1, Office, to PUD, Planned Unit Development;
2) Ordinance amending the existing master development plan;
3) Site and building plan review;
4) Conditional use permit; and
5) Preliminary and final plats.

City Planner Loren Gordon gave the staff report.

J. Lindsay, 17202 Grays Bay Boulevard, said he was excited about the project and with the tenant who would occupy the building.

Wiersum said the access on to Highwood was discussed at the neighborhood meeting. He asked the planning commission to look at if the access was a must have or a nice to have. Keeping the commercial area separate from the residential neighborhood appealed to him.

Schneider said he shared Wiersum’s concern. He complimented the architect for the work on the building. The building has been lacking for a number of years. He said the architect did a phenomenal job making the building look like a professional building.

Gordon noted the expanded notification area.

Allendorf asked if there was access on the west side to the parking area. Gordon said the existing access would remain.
Wiersum moved, Wagner seconded a motion to introduce the ordinance and refer it to the planning commission. All voted “yes.” Motion carried.

13. Public Hearings:

A. **On-sale wine and on-sale 3.2 percent malt beverage liquor licenses for Urbank Coffee LLC (Dunn Bros. Coffee), 14525 State Highway 7**

Barone gave the staff report.

Schneider opened the public hearing at 7:05 p.m. No one spoke. He closed the public hearing at 7:05 p.m.

Bergstedt moved, Allendorf seconded a motion to continue the public hearing and grant the on-sale wine and on-sale 3.2 percent malt beverage liquor licenses for Urbank Coffee LLC (Dunn Bros. Coffee), 14525 State Highway 7. All voted “yes.” Motion carried.

B. **On-sale liquor license for RS Sports Grill, 12501 Ridgedale Drive**

Community Development Director Julie Wischnack gave the staff report for items 13B and 13C.

Schneider asked if the issue that was brought up initially had been resolved. Wischnack said she did not think the issue was resolved.

Schneider closed the public hearing at 7:08 p.m.

Allendorf moved, Wagner seconded a motion to close the public hearing. All voted “yes.” Motion carried.

C. **On-sale liquor license for Redstone American Grill, Inc., 12401 Wayzata Boulevard**

Schneider opened the public hearing at 7:09 p.m. No one spoke.

Allendorf moved, Wagner seconded a motion to continue the public hearing until April 11, 2016. All voted “yes.” Motion carried.

D. **2016 Community Development Block Grant funds**

Wischnack gave the staff report.
Wagner noted in the Small Projects Program there were only three projects in progress. Historically that number has been much larger. Wischnack said in the past there was a backlog of projects. Projects were not being completed quickly enough. She was pleased with the turnaround. Wagner said it was a great improvement because these were not the types of projects involving furnaces and windows that should sit around for a long time.

Allendorf asked how the city advertised the programs. Wischnack said staff tries to get the information out in a number of ways. One effective way was to include information in the city’s newsletter. More impactful are the communications with nonprofits in the community.

Schneider asked what happened with the funds once they are paid back. Wischnack said the money goes back into the CDBG fund and can be used to fund other projects.

Schneider opened the public hearing at 7:20 p.m.

Jon Burkhow, director of the HOME Program for Senior Community Services, provided an update on the organization’s activities including starting up a new volunteer ambassador program, and a home health and safety assessment. He said 123 Minnetonka residents were helped over the past year.

Schneider closed the public hearing at 7:25 p.m.

Wagner moved, Bergstedt seconded a motion to adopt Resolution 2016-019 allocating the CDBG funds and to approve funding HOME Line in the amount of $2,000 from the Development Account. All voted “yes.” Motion carried.

14. Other Business:

A. Items concerning Williston Woods West, a five-lot subdivision at 5431 and 5429 Williston Road:

1) Ordinance rezoning the properties from R-1 to PUD and adopting a master development plan;
2) Preliminary plat; and
3) Final site and building plan.

Gordon gave the staff report.
Curt Fretham, 14525 Highway 7, said he would work with the grades to do a better job transitioning for the retaining wall between the lots. He said earlier in the day he learned that three existing services can probably be re-used meaning there no longer needed to be five cuts out into the street. He asked that the mill and overlay condition in the resolution be looked at again.

Acomb noted that when Fretham was previously before the council he said he was having difficulty finding a builder. She asked if any progress had been made. Fretham said there was a builder who was interested but he didn't like the floor area ratio restriction. Another builder has not been found yet.

Wiersum asked Fretham how confident he was on a scale of one to 10 that he would get the project built. Fretham said the FAR was a big deal so his answer was seven or eight. Wiersum asked Fretham to provide information about what changes he would make related to the three existing services. Fretham said it would depend on the condition of the services. They made need to be sleeved. He thought two cuts into the street should be possible. This would mean far less patch work.

Allendorf said what he took from Fretham’s answer to Acomb and Wiersum was that the FAR was the problem. He said there have been instances in the past where developers have come back to the council after they had gotten an approval and asked for approval of something larger. He asked if that was what Fretham intended to do. Fretham said that was not his intention.

Bergstedt said the two parcels had been in disrepair for quite a few years. They were challenging parcels with steep slopes and lots of mature trees that the city was trying to save. The original proposal was for six houses. The council, planning commission, and staff thought that was too many. He wasn't sure he was going to be happy with five houses. If the zoning remained R1 there could be three houses built with three accesses on to Williston Road. This proposal would also have three accesses even though there were five houses. If three houses went in under an R1 the grading would be similar to what was being proposed. He thought the proposed five houses were an appropriate transition from the commercial area to the existing single family homes. He thought the prices were appropriate. He said it bothered everybody that there wasn't a builder and he appreciated Allendorf's FAR question.
Allendorf moved, Acomb seconded a motion to:

- Adopt ordinance 2016-07 rezoning the property from R-1, low-density residential, to PUD, planned unit development, and adopting the master development plan for WILLISTON WOODS WEST;
- Adopt resolution 2016-020 approving a preliminary plat for WILLISTON WOODS WEST;
- Adopt resolution 2016-021 approving the final site and building plans for WILLISTON WOODS WEST.

All voted “yes.” Motion carried.

B. **Increase the unit count for Cherrywood Pointe of Minnetonka at 2004 Plymouth Road**

Gordon gave the staff report.

Acomb noted that when the developer previously was before the council there had been some recommendations and requests for developing more outside space including walking paths, benches and sitting areas. She asked if more details had been developed.

David Young, United Properties, said work has been done with the civil engineer in developing a continuous walking path around the northwest side of the building to a small patio area with bench seating. This would be included in the final submittals.

Wiersum moved, Wagner seconded a motion to approve the increase in units. All voted “yes.” Motion carried.

C. **Concept Plan for redevelopment of the TCF Bank site at 1801 Plymouth Road**

Gordon and Wischnack gave the staff report.

Wiersum asked if there was a meaningful difference between the taxes this proposal would generate versus the previous proposal with two separate buildings that the council did not like. If the city participated with TIF it may pay for itself given the higher tax value. Wischnack said she would do some calculations.

Steve Johnson with Solomon Real Estate, said when the deal with TCF was formalized one of the stipulations was the bank had to remain open throughout the process because they are a retail bank. This was why the underground parking was being limited. He said he thought the plan was
meeting the vision of the city for more density and the plan was as dense as it could be for the small site.

Wagner asked for more information about how the space would be used. Johnson said there would be office space on the second and third floors. The exact number of offices was not known at this point. He said the building was designed to be a showpiece project.

Schneider asked if the glass accent piece was going to be an electronic billboard. Johnson said it was not. He noted the sidewalk that would wrap around the perimeter of the property was still part of the plan.

Wischnack said the current property value was $1.8 million. She estimated the property value for the previous plan with two buildings was around $3 million. The estimated property value for the proposed project would be around $5 million.

Wagner said the plan included retail on the first floor and office space on the top two floors. He asked if the use was converted in the future how boxed in options would be given the parking. Gordon said the office and retail would be the same ratio so the options would not really be boxed in. Wischnack noted there was quite a bit of parking across the way but retailers do not like to under park because this causes difficulty renting. Wagner asked if Johnson had engaged Wells Fargo in the dialogue given the shared entrances. Johnson said TCF, Wells Fargo and US Bank had been in communication with each other. There was a tri-party agreement that exists that had certain height restrictions. The agreement was being renegotiated. A lot hinges on what happens with this proposal.

Acomb asked what the height restriction was. Johnson said there currently was a two story height restriction.

Wagner noted the document he had seen had expired. Wischnack confirmed that was correct. Johnson said there was an existing private agreement in place between the three parties that had nothing to do with Ridgedale Mall.

Schneider asked as the process proceeds and there are discussions about the merits of TIF and subsidies, if it would make sense to establish a district for all three parcels. Wischnack said in her discussions with the financial consultant the best thing to do might be to establish a larger project area with each individual TIF district being set up separately. This was done in Glen Lake and other areas of the city.
Annette Bertelsen, 13513 Larkin Drive, said she was speaking on behalf of a small group of Essex Hills neighborhood residents to the west. She said her understanding on why the city had setback rules was partly due to the way buildings looked but also partly because of the rights-of-way around buildings. Adding underground parking changes the building footprint for the rights-of-way. She asked what the bigger footprint did for future rights-of-way particularly because of the county road, the gateway into the mall and the surrounding area. How would it impact future development particularly on the neighboring parcels? She said the group also would like some assurance that if this development occurs, the developer will match some of the streetscape upgrades being done across the street particularly if community funds were used. She questioned if there was enough public benefit to the development should public funds be used. She said the vison for the area was evolving but the development did not have some of the things the vision pointed to as desirable for the area. There was no residential element. Vacant office space was torn down in the area and now more office space was being proposed. She questioned if the estimated cost of the parking garage was realistic.

Schneider said the underground footprint of the two story parking ramp was all to the south. Any future road widening or realignment of Cartway Lane or Plymouth Road would not be impacted by the underground structure. Wischnack said Bertelsen raised a good point about looking at the setbacks to the right-of-way as one of the review criteria. Schneider said if in the future Wells Fargo decided to build an eight story hotel, the fact that there was an underground parking structure to the north could be worked around. As far as the streetscape upgrades, he hoped TCF would be open to trying to match what was being done across the street whether public financing was used or not. Wischnack said TCF had agreed to that. Schneider said if the council decided to go with some type of renovation renewal TIF, it had to meet the “but for” test. The amount that could be used would be fixed regardless of how much the parking garage costs.

Wischnack said there were many requirements in statute that govern how TIF can be used. It can be used for site acquisition, environmental remediation, site preparation, public improvements, and public parking facilities. She said it was yet to be determined if this project qualifies.

Wagner said Bertelsen’s comments about the footprint and right-of-way were important. The landscaping was important as well. He said there was no way the project could happen without some sort of variance being needed. This was another example of where the city’s concept plan review process was working. The first plan drew tough comments from the
council as did the second plan. The current plan was a step in the right direction. He said he hadn’t envisioned office use for this space but he wasn’t opposed to it. The building gets the city closer to the vision for the look and feel of the Ridgedale area. Looking at other mall retail areas, it was a combination of people living, working, eating and shopping in the area. Looking at the ongoing redevelopment not only for this parcel but the two to the right this evolution would occur. He said the proposal moved the city farther along even though it wasn’t what he had envisioned. He envisioned a high rent hotel that could still happen on the other two parcels. Even though this was a private party easement he would have grave concern over any limitations that would put restrictions on the other two properties. If the tests were met he would not be opposed to looking at public financing.

Wiersum said he appreciated the work TCF did on improving the plan and it was a big move in the right direction. It wasn’t the city’s vision but directionally and in the expectation for the area it was much more consistent with the vision than the previous plans. He said he was open to considering if public financing made sense for the site.

Acomb said when TIF was first brought up it made her uncomfortable because it was setting a precedence for all the other parcels and the area was ripe for redevelopment. She said the discussion made her reconsider the use of TIF. She felt very strongly about the underground parking and its importance. She appreciated TCF’s willingness to look at that. She said didn’t necessarily think the office use was a negative because it was another use in a mixed use environment.

Allendorf said in other developments office use was considered a higher use than retail or other uses so he was not bothered by the office use. It was up to Solomon Real Estate to find the tenants for the offices. In regards to TIF the council asked for more density after looking at the first plan. TCF came back with the same project with different colors. To him that meant TCF was pretty set on the project. He said he now saw that TCF and the developer were willing to compromise. They were willing to give the city something closer to what it was looking for without getting anything in return. He didn’t think this was pushing the envelope and made sense. The city would not get a project that came close to meeting the vision for the area without giving something in return. There were very few economic tools available. He was willing to explore if TIF made sense.

Ellingson said the building was very attractive and TCF responded to the council’s concerns. Because of the underground parking there was a need for financial assistance. He thought it was appropriate to use TIF.
Bergstedt commended TCF and Solomon Real Estate for coming back with the current plan. He thought the underground parking was a necessity to make the project work. He said this was one of the prime locations in the Ridgedale regional center. In order to make it work some financing might need to be done. His only concern was if city assistance was provided for this site, assistance might be asked for all the other sites in the area as they are redeveloped.

Schneider said when the envelope was pushed and more was asked for on the small site, the only way to do that was the underground parking that was very expensive. This made it incumbent on the council to use whatever tools are available as long as all the tests and criteria are met. He said during the very first discussions about the Ridgedale area, particularly the mall area, reducing the massive surface parking and adding apartments and other things, the only way to make that happen was to do what Southdale and others have done, build structured parking. This was difficult to do because of the cost. The answer was to look favorably at providing TIF for a public purpose. This proposal happens to be below grade but the same thing applies. If the city got similar requests for the other two parcels, the same measures would be in place: what could be done without using TIF and what the benefits are if TIF is used. He said the developer did a great job improving the look and fit. With the aesthetics and change of elevations and the feel of the buildings the red highlights no longer stick out but just accent the look. Looking forward some of the things he would like to look closely at are the mechanical equipment on the roof and that the streetscaping pattern in the area being maintained.

D. Resolution approving Opus Area Bridge improvement layout and authorizing easement acquisition

Manchester gave the staff report.

Allendorf moved, Acomb seconded a motion to adopt resolution 2016-022 approving the layout and authorizing easement acquisition for the Opus Area Improvements Project No. 14470. All voted “yes.” Motion carried.

E. 2016 Assessment Report

City Assessor Colin Schmidt presented the report. Wagner noted usually housing quality data was available. Schneider noted that in 2008 the property values were only partially real and now he thought they almost all were real.
15. **Appointments and Reappointments: None**

16. **Adjournment**

   Wiersum moved, Wagner seconded a motion to adjourn the meeting at 8:52 p.m. All voted “yes.” **Motion carried.**

Respectfully submitted,

David E. Maeda  
City Clerk
City Council Agenda Item #9A
Meeting of March 28, 2016

Brief Description: Bids for the Excelsior Boulevard Pond Outlet

Recommended Action: 1) Award the Contract
2) Amend the CIP

Background:

On April 20, 2015 the City Council approved plans and specifications, and authorized the advertisement for bids for the Excelsior Boulevard Pond Outlet. The project proposes to eliminate seasonal flooding in the parking lot at 15915 Excelsior Boulevard by expanding the existing pond to provide additional flood storage and by providing a permanent piped outlet.

In May 2015, bids were opened for the project. The only bid received at that time was in the amount of $505,361.50, which significantly exceeded the engineer’s estimate. City Council rejected the bids on staff’s recommendation on June 1, 2015 with the intention to rebid at a later time.

Due to the flexible schedule for this project, plans and specifications were updated prior to rebidding to give potential bidders a longer timeframe to complete the work, encouraging lower bids. Also, adjustments in pond grading were made to help further reduce the number of trees impacted by the project.

Bid Opening:

Bids were opened for the project on March 15, 2016. Six bids were received in response to the call for bids. The results are included in the table below:

<table>
<thead>
<tr>
<th>Contractor</th>
<th>Total Bids</th>
</tr>
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<tbody>
<tr>
<td>Engineers Estimate</td>
<td>$300,000.00</td>
</tr>
<tr>
<td>New Look Contracting</td>
<td>$308,062.50</td>
</tr>
<tr>
<td>Minger Construction</td>
<td>$309,271.55</td>
</tr>
<tr>
<td>Northdale Construction</td>
<td>$315,224.39</td>
</tr>
<tr>
<td>GF Jedlicki</td>
<td>$356,427.30</td>
</tr>
<tr>
<td>G Urban Companies</td>
<td>$438,868.75</td>
</tr>
<tr>
<td>GM Contracting</td>
<td>$472,992.44</td>
</tr>
</tbody>
</table>

The low bidder, New Look Contracting, has satisfactorily completed similar projects.

The recommended low bid amount includes both pond grading and the storm sewer outlet, which provides flood storage for the parking area as well as a long term outlet to eliminate flooding in major storm events.
Estimated Project Cost and Funding:

The total estimated construction cost, which includes engineering, administration, and contingency based on the bid is $360,000. The budget amount for the project is shown below and is included in the 2016-2020 CIP.

<table>
<thead>
<tr>
<th></th>
<th>Budget Amount</th>
<th>Proposed Funding</th>
<th>Expense</th>
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</thead>
<tbody>
<tr>
<td>Construction Costs</td>
<td></td>
<td>$310,000</td>
<td></td>
</tr>
<tr>
<td>Contingencies – 5%</td>
<td></td>
<td>$ 15,000</td>
<td></td>
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<tr>
<td>Engineering, Administration, &amp; Indirect Costs</td>
<td></td>
<td>$ 35,000</td>
<td></td>
</tr>
<tr>
<td>Storm Water Utility Fund</td>
<td>$290,000</td>
<td>$350,000</td>
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<tr>
<td><strong>Total Budget</strong></td>
<td><strong>$290,000</strong></td>
<td><strong>$360,000</strong></td>
<td><strong>$360,000</strong></td>
</tr>
</tbody>
</table>

Although the proposed costs exceed the budget, staff recommends award of the contract as it provides a long term solution to the flooding issues.

As anticipated at the April 20, 2015 council meeting, the CIP will need to be amended to reflect the additional funds required for the pond grading and storm sewer outlet improvements. The current fund balance in the Storm Water Fund can support these additional costs.

Schedule:

If the recommended actions are approved by council, construction will be complete by September. The exact start of construction has not yet been determined.

Recommendation:

1) Award the contract for Excelsior Boulevard Pond Outlet Project No.15602 to New Look Contracting in the amount of $308,062.50.
2) Amend the CIP

Submitted through:
Geralyn Barone, City Manager
Will Manchester, P.E., Director of Engineering

Originated by:
Phil Olson, P.E., Engineering Project Manager
Excelsior Blvd Improvements

- Proposed Storm Sewer
- Existing Storm Sewer
- Proposed Pond Grading
CITY OF MINNETONKA, MINNESOTA
EXCELSIOR BOULEVARD DRAINAGE IMPROVEMENTS
PROJECT LAYOUT

LEGEND
- PROPOSED STORM SEWER (DIRECTIONAL DRILL)
- PROPOSED STORM SEWER (OPEN CUT)
- EXISTING STORM SEWER
- PROPOSED POND CONTOUR
- EXISTING POND CONTOUR
- EXISTING POND AREA
- POND DRAINAGE AREA
- BOUNDARY

BYSCANE LANE
RANDALL LANE
WINGWOOD COURT
WING LAKE DRIVE
WING LAKE DRIVE

15915 EXCELSIOR BLVD
Brief Description: Resolution for the Oakland Road rehabilitation project

Recommended Action: Adopt the resolution

Background

On January 4, 2016, the city council adopted a resolution authorizing the preparation of plans and specifications for the 2016 Street Rehabilitation Project in the Oakland Road area. This project is located on Oakland Road between Essex Road and the Oakland Road Bridge.

Proposed Improvements

Water Main
Full replacement of the water main system is proposed along Oakland Road due to deficiencies in the system which includes 23 documented water main breaks, most within the last few years. Staff looked at ways to minimize disruption to the adjacent neighborhoods through the evaluation of alternative water main rehabilitation methods. For this project two alternative methods were evaluated; structural cured-in-place-pipe liner and pipe bursting.

Both of these alternative methods are emerging technologies for rehabilitating smaller diameter water mains and have not been feasible on past projects. The limited number of water services, in addition to the existing sanitary sewer and storm sewer systems both in relatively good condition, allow these methods to be feasible options. Also, Oakland Road is one continuous roadway segment which makes these alternatives extremely viable options due to very minimal setups required for these methods. In addition to open cut excavation, both the liner and pipe bursting will be bid as alternates to ensure competitive bidding between the options.

Structural Cured-In-Place Liner
Through this rehabilitation method, a structural liner is installed in the existing pipe and acts as a new pipe which is not susceptible to corrosion. Using a cured-in-place liner only requires excavation at connection points, valves, hydrants and services.

Pipe Bursting
This rehabilitation method is similar to the directional drill installation method. A drill head is sent through the existing water main pipe to “burst” the host pipe. Fused pipe is then pulled in behind following the alignment and location of the
existing pipe. Similar to the cured-in-place liner, excavation is only required at connection points, valves, hydrants and services.

With less excavation, the surrounding neighborhood will be able to utilize the existing pavement for an extended period of time which will significantly improve access during construction as compared to typical open cut construction methods. This is beneficial as Oakland Road is a collector road and serves nearly 120 properties directly.

Open cut excavation of the water main requires additional costs for full removal and replacement of infrastructure that is in good condition, including curb and gutter and a majority of the existing in place storm sewer. It also requires extensive tree removal, retaining wall removal, and the potential for additional easement acquisition.

Street
Since lining or bursting the water main does not require full excavation along the entire length of the roadway, staff is proposing to only replace the curb and gutter that is in poor condition. This improvement will provide a new paved surface without the additional cost of subgrade replacement. Roadway widening is not necessary since Oakland Road currently meets the city’s standard section of 26-feet wide.

Intersection at Essex Road and Oakland Road
Staff further reviewed the geometry and crash history at this intersection following the January 4, 2016 council meeting and is recommending the removal of the free right turn at Essex Road when traveling eastbound on Oakland Road. Removal of this isolated free right turn will provide consistent geometry from all directions of the intersection, which is currently an “all way stop.” The proposed state aid standard geometry will still allow adequate width for a right turn lane to operate, however will eliminate the perceived free flow condition, as well as reduce pavement width to improve the pedestrian crossing safety and increase green space. Eliminating the existing center island will also further improve efficiency of snow removal maintenance operations.

Trail
The existing 6-foot wide bituminous trail is proposed to be replaced with a new pavement surface, as well as widen the trail to eight feet on the road side where there is room available. Due to the existing tight corridor and additional impacts to trees, there are several areas where an 8-foot wide trail is not feasible.

Storm Sewer
Two areas have been identified for storm sewer improvements in the project area. Proposed improvements in these areas include replacing storm pipe and installation of outlet control structures. Additionally, minor grading and tree removal may be necessary to address maintenance concerns at these outlets. Staff have met with the impacted property owners and the proposed plan addresses their concerns.
Sanitary Sewer
Sanitary sewer inspections have revealed the overall condition of the system is good, but that isolated sewer lining repairs are necessary to correct infiltration deficiencies. Additionally, manhole castings will be replaced to eliminate inflow and infiltration at all locations.

Alternate Improvements
A final alternate plan to fully replace the water main by open cut excavation is also proposed to be bid. This construction method is more typical of full reconstruction projects and it will ensure that the city has flexibility when awarding the project if the bids for cured-in-place structural lining or pipe bursting are not acceptable. This alternate will require additional roadway improvements including full replacement of the pavement, curb and gutter, and street subgrade, and will increase access disruption during the project. It will also require far more tree removal in the area.

Public Input and Project Issues
An informational meeting was held with the affected neighborhood on December 15, 2015. Staff presented a concept layout that incorporated the proposed streets, storm sewer, and utility work. It was also discussed that final bid prices would ultimately determine if an alternative water main rehabilitation method will be the final option. Residents were generally supportive of the project; they are aware of the issues with the water main and are appreciative that the city will be replacing the water main to improve service reliability. The residents were also appreciative that the city was looking at ways to minimize the disruption and impacts that would result from the construction project.

Since the January 4 council meeting, staff have responded to a number of residents who had specific questions or concerns, and most issues have been resolved.

Engineering staff have been working with the city’s new Communications Manager to create an improved communication plan for residents during this project. This plan will be presented to council at an upcoming meeting.

Estimated Project Costs and Funding
The total estimated construction cost, including engineering, administration, and contingency is $1,960,000. The budget amount for the project is shown below and is included in the 2016 – 2020 Capital Improvements Program (CIP). Based on the current estimate, the CIP will likely need to be amended at the time of bid award to reflect the additional funds needed for the street portion of the work.
### Budget Amount

<table>
<thead>
<tr>
<th></th>
<th>Budget Amount</th>
<th>Proposed Funding</th>
<th>Expense</th>
</tr>
</thead>
<tbody>
<tr>
<td>Construction Costs</td>
<td></td>
<td></td>
<td>$1,562,000</td>
</tr>
<tr>
<td>Contingencies – 10%</td>
<td></td>
<td></td>
<td>$156,000</td>
</tr>
<tr>
<td>Engineering, Admin., and Indirect Costs</td>
<td></td>
<td></td>
<td>$242,000</td>
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<tr>
<td>Street Improvement Fund</td>
<td>$800,000</td>
<td>$950,000</td>
<td></td>
</tr>
<tr>
<td>Utility Fund</td>
<td>$1,030,000</td>
<td>$890,000</td>
<td></td>
</tr>
<tr>
<td>Storm Sewer Fund</td>
<td>$165,000</td>
<td>$120,000</td>
<td></td>
</tr>
<tr>
<td><strong>Total Budget</strong></td>
<td><strong>$1,995,000</strong></td>
<td><strong>$1,960,000</strong></td>
<td><strong>$1,960,000</strong></td>
</tr>
</tbody>
</table>

At this time, costs for the alternate bid of typical open cut excavation of water main for this project are estimated to be more expensive than the base project which includes water main lining. This is due to the cost savings associated with less impacts and restoration of existing infrastructure and adjacent features. By bidding the three alternative construction methods, actual bid results will confirm the estimates and allow staff and council to weigh the project costs against impacts to the neighborhood. Staff anticipates that balances in the funds as well as currently estimated savings in 2015 will cover any final costs above the original 2016 budgets as determined when bids are awarded.

### Schedule

If the recommended actions are approved by council, staff is planning to open bids on April 19 with intentions of council consideration to award the contract for this project on April 25. Construction will likely begin mid- to late May. The project is planned to be completed in two phases to provide residents better access during construction.

### Recommendation

Adopt the attached resolution accepting plans and specifications and authorizing the advertisement for bids for the Oakland Road Rehabilitation Project No. 16402.

Submitted through:
- Geralyn Barone, City Manager
- Will Manchester, P.E., Director of Engineer

Originated by:
- Jeremy Koenen, P.E., Assistant City Engineer
RESOLUTION NO. 2016

RESOLUTION ACCEPTING PLANS AND SPECIFICATIONS AND AUTHORIZING THE ADVERTISEMENT FOR BIDS FOR THE 2016 STREET REHABILITATION PROJECT, OAKLAND ROAD AREA

BE IT RESOLVED by the City Council of the City of Minnetonka, Minnesota as follows:

Section 1. Background.

1.01. Pursuant to city council authorization on January 4, 2016, plans and specifications have been prepared by and/or under the direction of the city engineer who is a Licensed Professional Engineer in the State of Minnesota for the 2016 Street Rehabilitation Project, Oakland Road area.

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 in 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 10:00 a.m., local time, on April 19, 2016, in the Council Chambers at the Minnetonka city hall, and that no bids will be considered unless sealed and filed with the clerk and accompanied by a cash deposit, cashier's check, bid bond or certified check made payable to the city clerk for five (5) percent of the amount of the bid.

Adopted by the City Council of the City of Minnetonka, Minnesota, on March 28, 2016.

______________________________
Terry Schneider, Mayor

ATTEST:

______________________________
David E. Maeda, 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 duly authorized meeting held on March 28, 2016.

__________________________________________
David E. Maeda, City Clerk
2016 Rehabilitation Program

Reconstruction Area

This map is for illustrative purposes only.
City Council Agenda Item #10B
Meeting of March 28, 2016

Brief Description: Labor agreement between the city of Minnetonka and Teamsters #320 – Police Officers

Recommended Action: Approve the agreement

Background

Staff has negotiated a labor agreement with the Teamsters Public and Law Enforcement Employees Union Local #320, which represents the city’s police officers.

City staff and Teamsters #320 representatives have reached agreement on a three-year contract for 2016 – 2018, the union employees have ratified it, and the city council is requested to approve it. Major changes to the existing labor agreement are described below, and all amendments can be found more specifically in the attached agreement.

Article 12. Personal Growth
The Personal Growth component of Article 12 is a voluntary annual program that employees may choose to receive incentive pay by participating in the Education/Degree component, and/or any three of the remaining components of Community Service, Special Assignments, Skill Assessment and Wellness/Fitness.

Beginning with the 2017 contract year, officers who have successfully completed ten years of service have an opportunity to participate in one additional personal growth program component for a maximum of four. This fourth component worth 2% of base pay (and an additional pay step in 2018 listed below in Exhibit A) help to ensure we are recognizing the highly valued education, experience and training invested in officers. An estimated 40%, or 14, of the current police officers would be eligible to apply for this expanded personal growth component starting in the second year of the contract.

Article 19. Health Insurance
The city's contribution to the employee’s cafeteria benefits program will increase in 2016 from $830 to $880 dollars. The health insurance portion of the contract remains open for negotiating 2017 and 2018 contributions. This adjustment is equal to other non-union and union groups with settled contracts.

Article 20. Sick Leave
Additional language has been added to the sick leave article to comply with a recent change in state statute. This change brings the labor agreement into legal compliance and is minor in nature.
Appendix A – Wages
In 2016, the base wage increase is 1%, and as part of the city’s MERIT program, a market analysis is conducted annually. If rates are found to be lower than the market comparison group, employees receive a market adjustment. In 2016, the market adjustment is 0.93%, for a total wage increase of 1.93%. In 2017 and 2018, the base wage increase is 1.5% each year plus any applicable market adjustments.

Effective in year 2018 a new pay step 2% higher than the market rate will be added for employees with 15 years of service, in an effort to ensure market comparisons are maintained to ensure retention of officers with valuable experience and training as described in Article 12. An estimated 22%, or 7 officers, would be eligible for this new pay step starting in the third year of the contract.

Additional Amendments
Several housekeeping changes are made clarifying past practices, state statute required liability insurance coverage levels and reflecting the current special assignment titles.

Recommendation
The city council is requested to approve the 2016 – 2018 labor agreement between the city of Minnetonka and the Teamsters Public and Law Enforcement Employees Union Local #320 – Police Officers. This agreement allows the city to maintain a competitive salary and benefit package, focus on retaining officers with high levels of experience and training, as well as keep benefits standardized across employee groups.

Submitted through:
   Geralyn Barone, City Manager

Originated by:
   Perry Vetter, Assistant City Manager
LABOR AGREEMENT

BETWEEN

CITY OF MINNETONKA

AND

MINNESOTA TEAMSTERS PUBLIC
AND LAW ENFORCEMENT
EMPLOYEES’ UNION,
LOCAL NO. 320

Representing:
POLICE OFFICERS

Effective December 20, 2013 December 18, 2015 through
December 17, 2016 December 13, 2018
LABOR AGREEMENT BETWEEN
CITY OF MINNETONKA AND
TEAMSTERS LOCAL NO. 320

ARTICLE 1. PURPOSE OF AGREEMENT

This AGREEMENT is entered into as of December 20, 2013 between the CITY OF MINNETONKA, hereinafter called the EMPLOYER, and the TEAMSTERS LOCAL NO. 320, 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 a pledge of this dedication.

ARTICLE 2. RECOGNITION

The EMPLOYER recognizes the UNION as the exclusive representative for all employees in a unit certified by the State of Minnesota Bureau of Mediation Services in Case No. 90-PTR-3083 as:

All essential employees of the City of Minnetonka Police Department, Minnetonka, Minnesota, who are public employees within the meaning of Minnesota Statutes, §179A.03, Subd. 14, excluding supervisory and confidential employees. In the event the Employer and the UNION are unable to agree as to the inclusion or exclusion of a new or modified job class, the issue shall be submitted to the Minnesota Bureau of Mediation Services for determination.
ARTICLE 3. DEFINITIONS

3.1 UNION means TEAMSTERS LOCAL NO. 320.
3.2 UNION MEMBER means a member of TEAMSTERS LOCAL NO. 320.
3.3 EDUCATIONAL CREDIT means a credit from an accredited institution.
3.4 EMPLOYEE means a member of the bargaining unit as defined in Article II.
3.5 DEPARTMENT means the Minnetonka Police Department.
3.6 EMPLOYER means the City of Minnetonka.
3.7 CHIEF means the Chief of the Minnetonka Police Department.
3.8 COMPENSATORY TIME is time off in lieu of pay.
3.9 UNION OFFICER means officers elected or appointed by TEAMSTERS LOCAL NO. 320.
3.10 BASIC HOURLY RATE means the employee's hourly rate as shown in Exhibit A plus any assignment pay differential to which the employee may be entitled pursuant to paragraph 9.2. For purposes of computing the Basic Hourly Rate the monthly assignment pay differential shall be divided by 173.33 before being added to the employee's hourly rate from Exhibit A.
3.11 EMERGENCY means a situation or condition so defined by the Minnetonka Police Chief or designee.
3.12 SCHEDULED WORK DAY means a scheduled consecutive work period including rest breaks and meal break.
3.13 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 their membership or non-membership in the UNION.
ARTICLE 5. EMPLOYER SECURITY

The UNION and employees of the Minnetonka Police Department agree that during the life of this AGREEMENT, they will not cause, encourage, participate in or support any strike. Violations of this 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

6.1 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, rule or regulation shall prevail as long as it is consistent with the Public Employees Labor Relations Act.

6.2 The UNION recognizes the prerogative of the EMPLOYER to operate and manage its affairs in all respects in accordance with existing and future laws and regulations of the appropriate authorities including municipal personnel policies and work rules. The prerogatives or authority which the EMPLOYER has not officially abridged, delegated or modified by this AGREEMENT are retained by the EMPLOYER, such as, but not limited to:

6.21 Direct employees.

6.22 Hire, promote, transfer, assign, retain employees in positions and to suspend, demote, discharge or take disciplinary action against employees.

6.23 Relieve employees from duties because of lack of work or other legitimate reasons.

6.24 Maintain the efficiency of the City operations.

6.25 Determine the methods, means, job classifications and personnel by which such operations are to be conducted.

6.26 Take whatever actions may be necessary to carry out the missions of the agency in situations of emergency.

6.27 Determine reasonable schedules of work and establish the methods and processes by which such work is performed.
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. Compensation on a straight-time basis shall be paid to the representatives of the UNION, if the meeting is called by the EMPLOYER and if the UNION representatives are called in the meeting during off-duty hours and if so paid, not to exceed three (3) hours of their regular hourly rate of pay computed on a straight-time basis.

ARTICLE 8. HOURS OF WORK

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

ARTICLE 9. WAGES AND SALARIES

9.1 The rates of pay are set forth in Exhibit A, attached hereto and made a part thereof.

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

Detective and School Liaison............................................................$245/month

Canine..................................................................................................$150/mo

Field Training Officer.................................................................$2.85/hr
(when performing assigned Field Training Officer duties)

An employee assigned special duties under the Professional Development Program not listed above and who is no longer eligible for holiday pay pursuant to Sections 14.1 and 14.3 of this agreement shall be paid a differential of $135.00 per month for the duration of the assignment unless otherwise specified in this agreement.

9.3 Employees shall be compensated for the assignments listed in 9.2 which are greater than one month in duration and shall be eligible for assignment pay differential only when serving in an assignment. Employees shall only be eligible for pay differential in one assignment at a time.
9.4 The Chief of Police has exclusive authority to assign employees and equipment; and to develop, manage, and terminate assignments. Assignments are not permanent or promotional and may be revoked at the sole discretion of the Chief of Police.

ARTICLE 10. ADDITIONAL HOURS

10.1 Hours worked in excess of scheduled workday within a 24-hour period shall be compensated at one and one-half (1½) times the employee's basic hourly rate of pay. A change of scheduled workday within a 24-hour period does not qualify for overtime. In lieu of being compensated for overtime in cash, the employee may accrue compensatory time. The employee may use that compensatory time after obtaining the approval of their immediate supervisor and the Chief of Police. Such compensatory time will be computed at the rate of one and one-half (1½) hours off for every hour of overtime worked. Overtime is to be calculated to the nearest 15 minutes. Changes in shift mutually agreed upon do not qualify an Employee for overtime, unless the time is greater than the scheduled workday.

10.2 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 (2½) hours of pay at one and one half (1½) times their normal basic hourly rate of pay either in cash or in compensatory time, at the option of the Employee.

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

10.22 EMPLOYEES who are required to standby for court appearances shall receive a minimum of two and one half (2½) hours straight time either in cash or compensatory time, for all time they are directed to standby. 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 (2½) hours pay at their normal basic hourly rate of pay, either in cash or in compensatory time, at the option of the employee.

10.23 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 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 (2½) hours pay at one and one-half (1½) times their normal basic hourly rate
of pay either in cash or in compensatory time, at the option of the employee.

10.3 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 (1½) times their normal basic hourly rate of pay, either in cash or in compensatory time, at the option of the Employee.

10.31 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 (1½) times their normal basic hourly rate of pay, either in cash or in compensatory time, at the option of the Employee.

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

10.4 Additional duty time provided for in this Article shall not be pyramided, compounded, or paid twice for the same hours.

ARTICLE 11. UNIFORMS

11.1 Detective

a. Uniform allowance for each employee assigned as a detective, will be at the annual rate of $700.00. Detective assignments of less than one year within any calendar year will be compensated at a pro-rated amount based on the number of weeks during that calendar year worked as a detective. Detectives shall maintain a full uniform consistent with EMPLOYER'S policies.

b. 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 EMPLOYER shall provide each employee, other than those assigned as detectives, with a complete uniform and shall provide replacement for elements of the uniform as necessary. The EMPLOYER shall provide regular maintenance of uniforms for employees assigned to patrol responsibilities. The components of uniforms, procedures for provision and replacement of the uniform and maintenance of uniforms shall be governed by policies established by the EMPLOYER which may be modified at the EMPLOYER'S sole discretion.
11.3 The EMPLOYER shall provide each employee with a City-owned approved service firearm and shall pay the cost of normal maintenance and repair of the service firearm.

**ARTICLE 12. PERSONAL GROWTH**

12.1 This Incentive Pay Program is a voluntary program designed to promote personal growth and performance for all employees. It provides opportunities for employees to earn additional compensation for program components such as education degree/training, community service, wellness/fitness, and a skill assessment. All compensation, including payment for overtime hours earned during the year, for this program will be paid in a lump sum payment at the end of the year. On an annual basis, employees may choose to receive incentive pay by participating in the Education Degree component described in Article 12.21, and/or any three of the remaining components. Since the program is voluntary, employees will not be compensated for off-duty time in which they are involved in or preparing for components of the program.

12.2 Listed below is a summary of the requirements for receiving additional compensation for each of the components of the Incentive Pay Program. The actual details on the implementation and administration of the program will be part of an administrative policy. The EMPLOYER agrees to meet and confer with the UNION on the development of the administrative policy which will outline the details of these program components.

12.21 Education Degree/Training - There are two separate components of this program which provide opportunities to earn a total of 3.8% of the base pay in additional compensation.

12.21a. Education Degree - After successful completion of the one-year probationary period outlined in Section 17.2, employees with a Bachelor's or Master's degree from an accredited institution in a work-related field are eligible to receive 1.9% of base pay in additional compensation. Employees who successfully complete the probationary period will be paid retroactively for the time during the probationary period when they otherwise would have qualified for this additional compensation at the rate of pay in effect for that time period.

12.22b. Ongoing education/training - Employees with two years of service who demonstrate a commitment to continued education/training are eligible to receive 1.9% of base pay in additional compensation. This can be accomplished by annually taking and successfully completing a minimum of two college courses (six credits) in a job-related field from...
an accredited institution of higher learning; or receiving a minimum of 
14 Peace Officer Standards and Training (POST) credits per year above 
the normal licensing requirements. College courses and training 
sessions must be attended on off duty time and be pre-approved by the 
Chief of Police.

12.232 Community Service - Employees with two years of service who are 
actively involved in an outside community service activity are eligible to 
receive 1.9% of base pay in additional compensation. Community 
Service activities must be pre-approved by the Chief of Police and 
employees must provide evidence of participation in the activity in the 
amount of not less than 50 hours for the calendar year.

12.243 Skill Assessment - Employees with one year of service who receive 
a passing score on an annual written skill assessment, are eligible to 
receive 2.0% of base pay in additional compensation. The skill 
assessment will be based on information from the Department Policy and 
Procedures manual, Criminal Code, City ordinances, traffic laws, EMT 
manual and IACP training keys, and be designed to test subject matters 
related to the performance of the employees' jobs. The 50 question skill 
assessment will be developed and administered under the direction of 
the Chief of Police and a score of 75% is considered passing.

12.254 Wellness/Fitness - Employees with two years of service who 
make substantial progress on personalized wellness/fitness goals are 
eligible to receive 2.0% of base pay in additional compensation. Each 
employee who chooses to participate in this program will receive a 
personalized wellness/fitness profile with stated goals to maintain or 
improve their overall health. 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. Employees 
will be evaluated for compliance with the goals a minimum of every two 
years, and more frequently if factors warrant.

12.265 Special assignments - Employees with two years of service who are 
on the annual active assignment list established by the Employer to 
serve in one or more of the following training assignments, or other 
special assignments as agreed upon by both the Employer and Union, 
are eligible to receive a maximum of 1.9% of base pay in additional 
compensation:

Field Training Officer  Reserve Unit Coordinator
Firearms Trainer      Explorer Post Advisor
Use of Force Trainer  Crisis Negotiator
12.276 Organizational Awareness - Employees with two years of service who participate in at least 14 hours of off-duty time of Employer-designated and authorized training regarding specific City department or public safety support functions are eligible to receive 1.9% of base pay in additional compensation. Examples of the functions in Section 12.26 include, but are not necessarily limited to, fire, legal, planning, inspections and paramedic services.

12.28 Beginning on December 16, 2016 employees who have successfully completed ten years of service have an opportunity to participate in one additional program component under article 12.2 of their choice. Employees may choose to receive incentive pay by participating in the Education Degree component described in Article 12.21, and/or any four of the remaining components described in Articles 12.22 to 12.27. The fourth program component selected for participation will be worth 2% of base pay in additional compensation.

Employees eligible under Article 12.28 who participate in Article 12.26 Special Assignments will be eligible to count their participation in any current assignment as part of Article 12.2 Personal Growth and apply any other previously completed 2 year Special Assignment listed under Article 12.26 or listed under Article 9.2 for eligibility of the fourth additional component under Article 12.28.

Since the program is voluntary, employees will not be compensated for off duty time in which they are involved in or preparing for components of the program. All compensation, including payment for overtime hours earned during the year, for this program will be paid in a lump sum payment 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 $1,000,000-$2,000,000 per occurrence.
ARTICLE 14. HOLIDAYS

14.1 Employees assigned to uniformed patrol duties shall receive 10 days pay in lieu of holidays or eight hours of compensatory time for each below listed holiday. Employees shall also 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 Police Chief.

14.2 All other EMPLOYEES shall receive the following days off:

- New Year's Day: January 1
- Martin Luther King's Birthday: 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
- Day after Thanksgiving: Thanksgiving Friday
- Christmas Day: December 25

provided when New Year's Day, January 1; or Independence Day, July 4; or Veterans Day, November 11; or Christmas Day, December 25; falls on a Sunday the following day shall be a holiday, and provided, when New Year's Day, January 1; or Independence Day, July 4; or Veterans Day, November 11; or Christmas Day, December 25; falls on Saturday, the preceding day shall be a holiday. Two (2) additional days shall be known as “Floating Holidays" and may be taken as a holiday on any day throughout the year at the election of the Employee with the approval of the Police Chief.

14.3 Employees who are required to work on an actual holiday shall be paid at time and one half (1½) their base hourly wage rate for all of the hours of any shift that begins on a listed holiday.

ARTICLE 15. VACATIONS

15.1 For those regular full-time employees hired prior to January 1, 1998, vacation shall accrue according to the following schedule:

<table>
<thead>
<tr>
<th>Continuous Years of Service</th>
<th>Number of Vacation Hours Earned Per Year</th>
</tr>
</thead>
<tbody>
<tr>
<td>0 - 5</td>
<td>80</td>
</tr>
<tr>
<td>6 - 15</td>
<td>120</td>
</tr>
<tr>
<td>16 - 20</td>
<td>160</td>
</tr>
</tbody>
</table>
15.11 For those regular full-time employees hired on or after January 1, 1998, vacation shall accrue according to the following schedule:

<table>
<thead>
<tr>
<th>Continuous Years of Service</th>
<th>Number of Vacation Hours Earned Per Year</th>
</tr>
</thead>
<tbody>
<tr>
<td>0 - 5</td>
<td>80</td>
</tr>
<tr>
<td>6 - 10</td>
<td>120</td>
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<tr>
<td>11</td>
<td>128</td>
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<td>12</td>
<td>136</td>
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<td>13</td>
<td>144</td>
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<td>14</td>
<td>152</td>
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<tr>
<td>15 and on</td>
<td>160</td>
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</tbody>
</table>

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

<table>
<thead>
<tr>
<th>Rate of Vacation Earned</th>
<th>Maximum hours of accrued vacation leave</th>
</tr>
</thead>
<tbody>
<tr>
<td>80 hours per year</td>
<td>200 hours</td>
</tr>
<tr>
<td>120 hours per year</td>
<td>225 hours</td>
</tr>
<tr>
<td>128 - 160 hours per year</td>
<td>250 hours</td>
</tr>
<tr>
<td>200 hours per year</td>
<td>275 hours</td>
</tr>
</tbody>
</table>

No employee 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 in writing, citing the portion of the contract violated and the suggested resolution to the employee’s immediate supervisor designated by the EMPLOYER. The EMPLOYER shall give a final answer in 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 and referred to 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 another designated 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 provision of this AGREEMENT. The arbitrator shall consider and decide only the specific issue submitted in writing by the EMPLOYER and the UNION and shall have no authority to make a decision on any other issue. 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 a 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 employee(s).

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 service 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 If, as a result of the written EMPLOYER's response in Step 3 the grievance remains unresolved and if the grievance involves the suspension, demotion, or discharge of an employee who has completed the required probationary period, the grievance may be appealed either to Step 4 of this Article or to another procedure such as Veterans Preference or fair employment. If appealed to any procedure other than Step 4 of this Article, the grievance shall not be subject to the arbitration procedure provided in Step 4 of this Article. The aggrieved employee shall indicate in writing which procedure is to be used-Step 4 of this Article or an alternative procedure-and shall sign a statement to the effect that the choice of an alternate procedure precludes the employee from making an appeal through Step 4 of this Article. The election set forth above shall not apply to claims subject to the jurisdiction of the United States Equal Employment Opportunity Commission.

ARTICLE 17. SENIORITY

17.1 Seniority shall be determined by the Employee's length of continuous employment with the Police Department. Seniority rosters may be maintained by the Chief on the basis of time in grade and time within specific classifications.

17.2 All original appointments shall be probationary and subject to a probationary period of 2080 hours after appointment. All promotional appointments shall be probationary and subject to a probationary period of 1040 hours. Any
extended leave will extend the probationary period by the amount of the leave. During the probationary period, the City may remove an employee whose performance does not meet the required work standards. Such removals are not subject to ARTICLE 26.

17.3 A reduction of the work force will be accomplished on the basis of seniority. Employees shall be recalled from layoff on the basis of seniority. An employee on layoff shall have an opportunity to return to work within two years of the time of the employee's layoff before any new employee is hired. Employees promoted to the police supervisors' bargaining unit shall retain bumping rights in the police officers' bargaining unit in lieu of layoff based on the employee's length of continuous employment. In the event of layoff in the supervisors' bargaining unit, an employee may bump the least senior police officer in lieu of layoff.

17.4 Seniority will be considered along with other pertinent operational factors in assigning overtime, holiday work, and vacation selection.

17.5 Patrol Officers will bid shifts by seniority

ARTICLE 18. LOSS OF SENIORITY

18.1 Employees shall lose their seniority for the following reasons:

a. Discharge, if not reversed.

b. Resignation.

c. Unexcused failure to return to work after expiration of a vacation or formal leave of absence, provided that Employees shall be given an opportunity to provide a reasonable explanation for such failure to return to work.

d. Retirement.

ARTICLE 19. INSURANCE

19.1 Health

For each benefit earning employee electing health insurance coverage through the EMPLOYER sponsored cafeteria benefits program, the
EMPLOYER’S contribution toward that employee’s benefits program is $830 $880 per month in plan year 2015 2016.

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 plan year.

The insurance article is open for negotiations in 2015 2017 and 2018.

19.2 Life

The EMPLOYER agrees to pay the full cost of a $35,000 life insurance policy for each officer covered by this AGREEMENT. The insurance is to be the type that may be picked up on the option of the officer upon retirement or termination of employment and will cover the officer on or off duty in accordance with MN Statute 61A.092.

19.3 Long Term Disability Insurance Language

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.

19.4 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 Employer will meet immediately to bargain over alternate provisions.

ARTICLE 20. SICK LEAVE

20.1 Employees shall earn eight hours of sick leave for each month of employment. Sick leave may be used only to the extent that it is earned. Sick leave will be allowed in cases of necessity or actual illness in accordance with the City’s and Department’s policies.

20.1 Employees shall earn eight hours of sick leave for each month of employment. Sick leave may be used only to the extent that it is earned. Sick Leave shall be authorized in cases of necessity or actual illness in accordance to MN Statute 181.9413, City Policy, and Department Policy.
20.2 Sick leave may be used for an employee’s own illness, physical examination, dental care, injury, maternity care, outpatient or inpatient treatment for mental illness, alcoholism, or drug abuse. Employees may also request use of sick leave for the serious illness or health care for members of the immediate family, which may be granted at the discretion of the EMPLOYER.

20.2 Sick leave may be used for absences due to an illness, injury, or hospitalization of the employee, employee's minor child, adult child, spouse, sibling, parent, in-law, grandchild, grandparent, or stepparent. Employees may also request use of sick leave for the serious illness, injury or hospitalization for members of immediate family not included above, which may be granted at the discretion of the employer.

20.3 A maximum of three days sick leave may be taken in the event of death in the employee's immediate family. An additional seven days of sick leave may be taken upon written approval of the EMPLOYER.

20.4 Each employee may donate up to two (2) days of accrued sick leave per year to other employee in accordance with the Administrative Policy.

ARTICLE 21. INJURED ON DUTY LEAVE

All employees certified by their physicians as unable to work because of a work related injury shall be entitled to Injured on Duty Leave up to a maximum of 1,040 working hours from the date of injury. Thereafter, the employee must use accumulated sick leave. Any Worker's Compensation benefits for lost time or wages paid to the injured employee while using Injured on Duty or Sick Leave shall be paid to the City. If it is determined by a medical provider acceptable to the city that an employee has a permanent injury that will not allow the employee to return to work, the injury on duty benefit terminates and thereafter accrued sick leave must be used. Injured on Duty shall not be provided to employees who fail to comply with procedures required by the EMPLOYER for reporting work related injuries.

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 judgment’s 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. TRAINING LEAVE

Employees may be granted up to forty (40) hours uncompensated leave time annually to attend professional law enforcement training beyond requirements for POST licensing with the prior approval of the Police Chief. Such leave time shall be considered hours worked for purposes of computing sick leave accumulation, vacation accumulation, and for insurance eligibility.

ARTICLE 24. POST LICENSE FEE

EMPLOYER will pay for each Employee the license fee for that license required by M.S.A. 626.846, Subdivision 1.

ARTICLE 25. 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 provisions 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 of 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 26. DISCIPLINE

26.1 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

26.2 Suspensions, demotions, and discharges will be in written form.
26.3 Written reprimands, notices 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.

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

26.5 An employee who is 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.

26.6 Discharges will be preceded by a five (5) day suspension without pay.

26.7 Grievances relating to this article shall be initiated by the Union in Step 2 in the grievance procedure under Article 16.

ARTICLE 27. PERFORMANCE MANAGEMENT PROGRAM

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

27.1 Organizational performance pay - The focus of the organizational performance 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 $100; 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 $100 = $95, 3.5 grade is 87.5% of 4.0, so 87.5% of $100 = $87.50, etc.)

27.2 Departmental performance pay - The focus of the departmental performance 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 1.5% (one 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 1.5% base pay; 92% achievement= 92% of 1.5% base pay, etc.)
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 28. SEVERANCE PAY

28.1 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:

28.11 Elimination of their classification or position by the City.

28.12 Separation from City employment when 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.

28.13 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.

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

28.21 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

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

28.3 Employees eligible for severance pay in accordance with Section 28.1 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.

ARTICLE 29. DURATION

This AGREEMENT shall be effective as of December 20, 2013 and shall remain in full force and effect until December 17, 2018 or until a successor Agreement is reached, whichever is later.

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT on this day of , 2016
FOR THE CITY OF MINNETONKA:

___________________________  __________________________
Terry Schneider, Mayor    Terry Neuberger, Business Agent

___________________________  __________________________
Geralyn Barone, City Manager   Timothy Olson, Union Steward

___________________________
Perry Vetter, Assistant City Manager

FOR TEAMSTERS LOCAL 320
The EMPLOYER and the UNION agree to the following pay schedule. Employees shall be considered for a merit increase, based upon performance evaluations and the recommendations of the Chief and approval of the City Manager.

Step 1 = 80% of Step 4  
Step 2 = 87% of Step 4  
Step 3 = 93% of Step 4  
Step 5 = 102% of Step 4

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For 2017, the top Step 4 2016 base pay rate for Minnetonka Officers will be multiplied by the negotiated base pay increase. Using 2016 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 2015. These two rates will be compared, and the higher of the two will be the top Step 4 pay rate for Minnetonka.

The remaining steps will be adjusted to maintain rates at 80%, 87%, and 93% of the top Step 4 hourly rate.

This same process will be repeated using 2017 data to determine if there is a 2018 market adjustment with the addition of an adjustment Step 5 at 102% of the Step 4 hourly rate.
EXHIBIT A
POLICE PAY RANGES
2014 – 2015

The EMPLOYER and the UNION agree to the following pay schedule:
Employees shall be considered for a merit increase, based upon performance evaluations and the recommendations of the Chief and approval of the City Manager,

Step 1 = 80% of Step 4
Step 2 = 87% of Step 4
Step 3 = 93% of Step 4

Effective December 20, 2013

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For 2015, the top 2014 base pay rate for Minnetonka Officers will be multiplied by the negotiated base pay increase. Using 2014 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 2015. These two rates will be compared, and the higher of the two will be the 2015 top pay rate for Minnetonka. The remaining steps will be adjusted to maintain rates at 80%, 87% and 93% of the top hourly rate.
ADDENDUM II

The UNION and EMPLOYER recognize and agree that the EMPLOYER has granted increases in wages, pay differential, insurance and uniform allowance in lieu of the granting of longevity pay.
Article XVII, Section 17.10 reads as follows:

17.10 If, as a result of the written EMPLOYER's response in Step 3 the grievance remains unresolved and if the grievance involves the suspension, demotion, or discharge of an employee who has completed the required probationary period, the grievance may be appealed either to Step 4 of this Article or to another procedure such as Veterans Preference or fair employment. If appealed to any procedure other than Step 4 of this Article, the grievance shall not be subject to the arbitration procedure provided in Step 4 of this Article. The aggrieved employee shall indicate in writing which procedure is to be used—Step 4 of this Article or an alternative procedure—and shall sign a statement to the effect that the choice of an alternate procedure precludes the employee from making an appeal through Step 4 of this Article. The election set forth above shall not apply to claims subject to the jurisdiction of the United States Equal Employment Opportunity Commission.

The parties agree that should a court of competent jurisdiction rule contrary to *EEOC v. Board of Governors of State Colleges and Universities*, 957 F 2d 424 (7th Cir.), cert. denied, 506 U.S. 906, 113 S. Ct. 299 (1992), or if *Board of Governors* is judicially or legislatively overruled, the interpretation of the election of remedies clause specified in the last sentence of the previous paragraph will be deleted from the then current labor agreement between the City and the Union.

FOR TEAMSTERS LOCAL #320  FOR THE CITY OF MINNETONKA

_____________________________  _____________________________

_____________________________  _____________________________

Dated________________________  Dated________________________

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opeiu-#12
minnetonkapd/contractl2011-2013final
LABOR AGREEMENT

BETWEEN

CITY OF MINNETONKA

AND

MINNESOTA TEAMSTERS PUBLIC
AND LAW ENFORCEMENT
EMPLOYEES’ UNION,
LOCAL NO. 320

Representing:
POLICE OFFICERS

Effective December 18, 2015 through December 13, 2018
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LABOR AGREEMENT BETWEEN
CITY OF MINNETONKA AND
TEAMSTERS LOCAL NO. 320

ARTICLE 1. PURPOSE OF AGREEMENT

This AGREEMENT is entered into as of December 20, 2013 between the CITY OF MINNETONKA, hereinafter called the EMPLOYER, and the TEAMSTERS LOCAL NO. 320, 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 a pledge of this dedication.

ARTICLE 2. RECOGNITION

The EMPLOYER recognizes the UNION as the exclusive representative for all employees in a unit certified by the State of Minnesota Bureau of Mediation Services in Case No. 90-PTR-3083 as:

All essential employees of the City of Minnetonka Police Department, Minnetonka, Minnesota, who are public employees within the meaning of Minnesota Statutes, §179A.03, Subd. 14, excluding supervisory and confidential employees. In the event the Employer and the UNION are unable to agree as to the inclusion or exclusion of a new or modified job class, the issue shall be submitted to the Minnesota Bureau of Mediation Services for determination.
ARTICLE 3. DEFINITIONS

3.1 UNION means TEAMSTERS LOCAL NO. 320.

3.2 UNION MEMBER means a member of TEAMSTERS LOCAL NO. 320.

3.3 EDUCATIONAL CREDIT means a credit from an accredited institution.

3.4 EMPLOYEE means a member of the bargaining unit as defined in Article II.

3.5 DEPARTMENT means the Minnetonka Police Department.

3.6 EMPLOYER means the City of Minnetonka.

3.7 CHIEF means the Chief of the Minnetonka Police Department.

3.8 COMPENSATORY TIME is time off in lieu of pay.

3.9 UNION OFFICER means officers elected or appointed by TEAMSTERS LOCAL NO. 320.

3.10 BASIC HOURLY RATE means the employee's hourly rate as shown in Exhibit A plus any assignment pay differential to which the employee may be entitled pursuant to paragraph 9.2. For purposes of computing the Basic Hourly Rate the monthly assignment pay differential shall be divided by 173.33 before being added to the employee's hourly rate from Exhibit A.

3.11 EMERGENCY means a situation or condition so defined by the Minnetonka Police Chief or designee.

3.12 SCHEDULED WORK DAY means a scheduled consecutive work period including rest breaks and meal break.

3.13 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 their membership or non-membership in the UNION.
ARTICLE 5. EMPLOYER SECURITY

The UNION and employees of the Minnetonka Police Department agree that during the life of this AGREEMENT, they will not cause, encourage, participate in or support any strike. Violations of this 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

6.1 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, rule or regulation shall prevail as long as it is consistent with the Public Employees Labor Relations Act.

6.2 The UNION recognizes the prerogative of the EMPLOYER to operate and manage its affairs in all respects in accordance with existing and future laws and regulations of the appropriate authorities including municipal personnel policies and work rules. The prerogatives or authority which the EMPLOYER has not officially abridged, delegated or modified by this AGREEMENT are retained by the EMPLOYER, such as, but not limited to:

6.21 Direct employees.

6.22 Hire, promote, transfer, assign, retain employees in positions and to suspend, demote, discharge or take disciplinary action against employees.

6.23 Relieve employees from duties because of lack of work or other legitimate reasons.

6.24 Maintain the efficiency of the City operations.

6.25 Determine the methods, means, job classifications and personnel by which such operations are to be conducted.

6.26 Take whatever actions may be necessary to carry out the missions of the agency in situations of emergency.

6.27 Determine reasonable schedules of work and establish the methods and processes by which such work is performed.
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. Compensation on a straight-time basis shall be paid to the representatives of the UNION, if the meeting is called by the EMPLOYER and if the UNION representatives are called in the meeting during off-duty hours and if so paid, not to exceed three (3) hours of their regular hourly rate of pay computed on a straight-time basis.

ARTICLE 8. HOURS OF WORK

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

ARTICLE 9. WAGES AND SALARIES

9.1 The rates of pay are set forth in Exhibit A, attached hereto and made a part thereof.

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

- Detective and School Liaison: $245/month
- Canine: $150/mo
- Field Training Officer: $2.85/hr (when performing assigned Field Training Officer duties)

An employee assigned special duties under the Professional Development Program not listed above and who is no longer eligible for holiday pay pursuant to Sections 14.1 and 14.3 of this agreement shall be paid a differential of $135.00 per month for the duration of the assignment unless otherwise specified in this agreement.

9.3 Employees shall be compensated for the assignments listed in 9.2 which are greater than one month in duration and shall be eligible for assignment pay differential only when serving in an assignment. Employees shall only be eligible for pay differential in one assignment at a time.
9.4 The Chief of Police has exclusive authority to assign employees and equipment; and to develop, manage, and terminate assignments. Assignments are not permanent or promotional and may be revoked at the sole discretion of the Chief of Police.

ARTICLE 10. ADDITIONAL HOURS

10.1 Hours worked in excess of scheduled workday within a 24-hour period shall be compensated at one and one-half (1½) times the employee’s basic hourly rate of pay. A change of scheduled workday within a 24-hour period does not qualify for overtime. In lieu of being compensated for overtime in cash, the employee may accrue compensatory time. The employee may use that compensatory time after obtaining the approval of their immediate supervisor and the Chief of Police. Such compensatory time will be computed at the rate of one and one-half (1½) hours off for every hour of overtime worked. Overtime is to be calculated to the nearest 15 minutes. Changes in shift mutually agreed upon do not qualify an Employee for overtime, unless the time is greater than the scheduled workday.

10.2 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 (2½) hours of pay at one and one half (1½) times their normal basic hourly rate of pay either in cash or in compensatory time, at the option of the Employee.

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

10.22 EMPLOYEES who are required to standby for court appearances shall receive a minimum of two and one half (2½) hours straight time either in cash or compensatory time, for all time they are directed to standby. 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 (2½) hours pay at their normal basic hourly rate of pay, either in cash or in compensatory time, at the option of the employee.

10.23 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 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 (2½) hours pay at one and one-half (1½) times their normal basic hourly rate
of pay either in cash or in compensatory time, at the option of the employee.

10.3 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 (1½) times their normal basic hourly rate of pay, either in cash or in compensatory time, at the option of the Employee.

10.31 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 (1½) times their normal basic hourly rate of pay, either in cash or in compensatory time, at the option of the Employee.

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

10.4 Additional duty time provided for in this Article shall not be pyramided, compounded, or paid twice for the same hours.

ARTICLE 11. UNIFORMS

11.1 Detective

a. Uniform allowance for each employee assigned as a detective, will be at the annual rate of $700.00. Detective assignments of less than one year within any calendar year will be compensated at a pro-rated amount based on the number of weeks during that calendar year worked as a detective. Detectives shall maintain a full uniform consistent with EMPLOYER'S policies.

b. 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 EMPLOYER shall provide each employee, other than those assigned as detectives, with a complete uniform and shall provide replacement for elements of the uniform as necessary. The EMPLOYER shall provide regular maintenance of uniforms for employees assigned to patrol responsibilities. The components of uniforms, procedures for provision and replacement of the uniform and maintenance of uniforms shall be governed by policies established by the EMPLOYER which may be modified at the EMPLOYER'S sole discretion.
11.3 The EMPLOYER shall provide each employee with a City-owned approved service firearm and shall pay the cost of normal maintenance and repair of the service firearm.

ARTICLE 12. PERSONAL GROWTH

12.1 This Incentive Pay Program is a voluntary program designed to promote personal growth and performance for all employees. It provides opportunities for employees to earn additional compensation for program components such as education degree/training, community service, wellness/fitness and a skill assessment. All compensation, including payment for overtime hours earned during the year, for this program will be paid in a lump sum payment at the end of the year. On an annual basis, employees may choose to receive incentive pay by participating in the Education Degree component described in Article 12.21, and/or any three of the remaining components. Since the program is voluntary, employees will not be compensated for off duty time in which they are involved in or preparing for components of the program.

12.2 Listed below is a summary of the requirements for receiving additional compensation for each of the components of the Incentive Pay Program. The actual details on the implementation and administration of the program will be part of an administrative policy. The EMPLOYER agrees to meet and confer with the UNION on the development of the administrative policy which will outline the details of these program components.

12.21. Education Degree - After successful completion of the one-year probationary period outlined in Section 17.2, employees with a Bachelor's or Master's degree from an accredited institution in a work related field are eligible to receive 1.9% of base pay in additional compensation. Employees who successfully complete the probationary period will be paid retroactively for the time during the probationary period when they otherwise would have qualified for this additional compensation at the rate of pay in effect for that time period.

12.22. Ongoing education/training- employees with two years of service who demonstrate a commitment to continued education/training are eligible to receive 1.9% of base pay in additional compensation. This can be accomplished by annually taking and successfully completing a minimum of two college courses (six credits) in a job related field from an accredited institution of higher learning; or receiving a minimum of 14 Peace Officer Standards and Training (POST) credits per year above the normal licensing requirements. College courses and training sessions must be attended on off duty time and be pre-approved by the Chief of Police.
12.23 Community Service - Employees with two years of service who are actively involved in an outside community service activity are eligible to receive 1.9% of base pay in additional compensation. Community Service activities must be pre-approved by the Chief of Police and employees must provide evidence of participation in the activity in the amount of not less than 50 hours for the calendar year.

12.24 Skill Assessment - Employees with one year of service who receive a passing score on an annual written skill assessment, are eligible to receive 2.0% of base pay in additional compensation. The skill assessment will be based on information from the Department Policy and Procedures manual, Criminal Code, City ordinances, traffic laws, EMT manual and IACP training keys, and be designed to test subject matters related to the performance of the employees' jobs. The 50 question skill assessment will be developed and administered under the direction of the Chief of Police and a score of 75% is considered passing.

12.25 Wellness/Fitness - Employees with two years of service who make substantial progress on personalized wellness/fitness goals are eligible to receive 2.0% of base pay in additional compensation. Each employee who chooses to participate in this program will receive a personalized wellness/fitness profile with stated goals to maintain or improve their overall health. 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. Employees will be evaluated for compliance with the goals a minimum of every two years, and more frequently if factors warrant.

12.26 Special assignments - Employees with two years of service who are on the annual active assignment list established by the Employer to serve in one or more of the following training assignments, or other special assignments as agreed upon by both the Employer and Union, are eligible to receive a maximum of 1.9% of base pay in additional compensation:

- Field Training Officer
- Reserve Unit Coordinator
- Firearms Trainer
- Explorer Post Advisor
- Use of Force Trainer
- Crisis Negotiator
- Swat Team Member

12.27 Organizational Awareness - Employees with two years of service who participate in at least 14 hours of off-duty time of Employer-designated and authorized training regarding specific City department or public
safety support functions are eligible to receive 1.9% of base pay in additional compensation. Examples of the functions in Section 12.26 include, but are not necessarily limited to, fire, legal, planning, inspections and paramedic services.

12.28 Beginning on December 16, 2016 employees who have successfully completed ten years of service have an opportunity to participate in one additional program component under article 12.2 of their choice. Employees may choose to receive incentive pay by participating in the Education Degree component described in Article 12.21, and/or any four of the remaining components described in Articles 12.22 to 12.27. The fourth program component selected for participation will be worth 2% of base pay in additional compensation.

Employees eligible under Article 12.28 who participate in Article 12.26 Special Assignments will be eligible to count their participation in any current assignment as part of Article 12.2 Personal Growth and apply any other previously completed 2 year Special Assignment listed under Article 12.26 or listed under Article 9.2 for eligibility of the fourth additional component under Article 12.28.

Since the program is voluntary, employees will not be compensated for off duty time in which they are involved in or preparing for components of the program. All compensation, including payment for overtime hours earned during the year, for this program will be paid in a lump sum payment 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 $2,000,000 per occurrence.

ARTICLE 14. HOLIDAYS

14.1 Employees assigned to uniformed patrol duties shall receive 10 days pay in lieu of holidays or eight hours of compensatory time for each below listed holiday. Employees shall also 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 Police Chief.
14.2 All other EMPLOYEES shall receive the following days off:

<table>
<thead>
<tr>
<th>Holiday</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>New Year's Day</td>
<td>January 1</td>
</tr>
<tr>
<td>Martin Luther King's Birthday</td>
<td>Third Monday in January</td>
</tr>
<tr>
<td>Presidents Day</td>
<td>Third Monday in February</td>
</tr>
<tr>
<td>Memorial Day</td>
<td>Last Monday in May</td>
</tr>
<tr>
<td>Independence Day</td>
<td>July 4</td>
</tr>
<tr>
<td>Labor Day</td>
<td>First Monday in September</td>
</tr>
<tr>
<td>Veterans Day</td>
<td>November 11</td>
</tr>
<tr>
<td>Thanksgiving Day</td>
<td>Fourth Thursday in November</td>
</tr>
<tr>
<td>Day after Thanksgiving</td>
<td>Thanksgiving Friday</td>
</tr>
<tr>
<td>Christmas Day</td>
<td>December 25</td>
</tr>
</tbody>
</table>

provided when New Year's Day, January 1; or Independence Day, July 4; or Veterans Day, November 11; or Christmas Day, December 25; falls on a Sunday the following day shall be a holiday, and provided, when New Year's Day, January 1; or Independence Day, July 4; or Veterans Day, November 11; or Christmas Day, December 25; falls on Saturday, the preceding day shall be a holiday. Two (2) additional days shall be known as “Floating Holidays” and may be taken as a holiday on any day throughout the year at the election of the Employee with the approval of the Police Chief.

14.3 Employees who are required to work on an actual holiday shall be paid at time and one half (1½) their base hourly wage rate for all of the hours of any shift that begins on a listed holiday.

ARTICLE 15. VACATIONS

15.1 For those regular full-time employees hired prior to January 1, 1998, vacation shall accrue according to the following schedule:

<table>
<thead>
<tr>
<th>Continuous Years of Service</th>
<th>Number of Vacation Hours Earned Per Year</th>
</tr>
</thead>
<tbody>
<tr>
<td>0 - 5</td>
<td>80</td>
</tr>
<tr>
<td>6 - 15</td>
<td>120</td>
</tr>
<tr>
<td>16 - 20</td>
<td>160</td>
</tr>
<tr>
<td>21+</td>
<td>200</td>
</tr>
</tbody>
</table>

15.11 For those regular full-time employees hired on or after January 1, 1998, vacation shall accrue according to the following schedule:

<table>
<thead>
<tr>
<th>Continuous Years of Service</th>
<th>Number of Vacation Hours Earned Per Year</th>
</tr>
</thead>
</table>
15.2 Employees may accrue vacation leave not to exceed the following based on the employee's rate of vacation earned.

<table>
<thead>
<tr>
<th>Rate of Vacation Earned</th>
<th>Maximum hours of accrued vacation leave</th>
</tr>
</thead>
<tbody>
<tr>
<td>80 hours per year</td>
<td>200 hours</td>
</tr>
<tr>
<td>120 hours per year</td>
<td>225 hours</td>
</tr>
<tr>
<td>128 - 160 hours per year</td>
<td>250 hours</td>
</tr>
<tr>
<td>200 hours per year</td>
<td>275 hours</td>
</tr>
</tbody>
</table>

No employee 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 in writing, citing the portion of the contract violated and the suggested resolution to the employee's immediate
supervisor designated by the EMPLOYER. The EMPLOYER shall give a final answer in 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 and referred to 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 another designated 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 provision of this AGREEMENT. The arbitrator shall consider and decide only the specific issue submitted in writing by the EMPLOYER and the UNION and shall have no authority to make a decision on any other issue. 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 a 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 employee(s).
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 service 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 If, as a result of the written EMPLOYER's response in Step 3 the grievance remains unresolved and if the grievance involves the suspension, demotion, or discharge of an employee who has completed the required probationary period, the grievance may be appealed either to Step 4 of this Article or to another procedure such as Veterans Preference or fair employment. If appealed to any procedure other than Step 4 of this Article, the grievance shall not be subject to the arbitration procedure provided in Step 4 of this Article. The aggrieved employee shall indicate in writing which procedure is to be used-Step 4 of this Article or an alternative procedure-and shall sign a statement to the effect that the choice of an alternate procedure precludes the employee from making an appeal through Step 4 of this Article. The election set forth above shall not apply to claims subject to the jurisdiction of the United States Equal Employment Opportunity Commission.

ARTICLE 17. SENIORITY

17.1 Seniority shall be determined by the Employee's length of continuous employment with the Police Department. Seniority rosters may be maintained by the Chief on the basis of time in grade and time within specific classifications.

17.2 All original appointments shall be probationary and subject to a probationary period of 2080 hours after appointment. All promotional appointments shall be probationary and subject to a probationary period of 1040 hours. Any extended leave will extend the probationary period by the amount of the leave. During the probationary period, the City may remove an employee whose performance does not meet the required work standards. Such removals are not subject to ARTICLE 26.

17.3 A reduction of the work force will be accomplished on the basis of seniority. Employees shall be recalled from layoff on the basis of seniority. An employee
on layoff shall have an opportunity to return to work within two years of the time of the employee's layoff before any new employee is hired. Employees promoted to the police supervisors' bargaining unit shall retain bumping rights in the police officers' bargaining unit in lieu of layoff based on the employee's length of continuous employment. In the event of layoff in the supervisors' bargaining unit, an employee may bump the least senior police officer in lieu of layoff.

17.4 Seniority will be considered along with other pertinent operational factors in assigning overtime, holiday work, and vacation selection.

17.5 Patrol Officers will bid shifts by seniority

ARTICLE 18. LOSS OF SENIORITY

18.1 Employees shall lose their seniority for the following reasons:

a. Discharge, if not reversed.

b. Resignation.

c. Unexcused failure to return to work after expiration of a vacation or formal leave of absence, provided that Employees shall be given an opportunity to provide a reasonable explanation for such failure to return to work.

d. Retirement.

ARTICLE 19. INSURANCE

19.1 Health

For each benefit earning employee electing health insurance coverage through the EMPLOYER sponsored cafeteria benefits program, the EMPLOYER'S contribution toward that employee’s benefits program is $880 per month in plan year 2016.

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 plan year.

The insurance article is open for negotiations in 2017 and 2018.

19.2 Life

The EMPLOYER agrees to pay the full cost of a $35,000 life insurance policy for each officer covered by this AGREEMENT. The insurance is to be the type that may be picked up on the option of the officer upon retirement or termination of employment and will cover the officer on or off duty in accordance with MN Statute 61A.092.

19.3 Long Term Disability Insurance Language

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.

19.4 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 Employer will meet immediately to bargain over alternate provisions.

ARTICLE 20. SICK LEAVE

20.1 Employees shall earn eight hours of sick leave for each month of employment. Sick leave may be used only to the extent that it is earned. Sick Leave shall be authorized in cases of necessity or actual illness in accordance to MN Statute 181.9413, City Policy, and Department Policy.

20.2 Sick leave may be used for absences due to an illness, injury, or hospitalization of the employee, employee's minor child, adult child, spouse, sibling, parent, in-law, grandchild, grandparent, or stepparent. Employees may also request use of sick leave for the serious illness, injury or hospitalization for members of immediate family not included above, which may be granted at the discretion of the employer.

20.3 A maximum of three days sick leave may be taken in the event of death in the employee's immediate family. An additional seven days of sick leave may be taken upon written approval of the EMPLOYER.
20.4 Each employee may donate up to two (2) days of accrued sick leave per year to other employee in accordance with the Administrative Policy.

ARTICLE 21. INJURED ON DUTY LEAVE

All employees certified by their physicians as unable to work because of a work related injury shall be entitled to Injured on Duty Leave up to a maximum of 1,040 working hours from the date of injury. Thereafter, the employee must use accumulated sick leave. Any Worker's Compensation benefits for lost time or wages paid to the injured employee while using Injured on Duty or Sick Leave shall be paid to the City. If it is determined by a medical provider acceptable to the city that an employee has a permanent injury that will not allow the employee to return to work, the injury on duty benefit terminates and thereafter accrued sick leave must be used. Injured on Duty shall not be provided to employees who fail to comply with procedures required by the EMPLOYER for reporting work related injuries.

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 judgment’s 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. TRAINING LEAVE

Employees may be granted up to forty (40) hours uncompensated leave time annually to attend professional law enforcement training beyond requirements for POST licensing with the prior approval of the Police Chief. Such leave time shall be considered hours worked for purposes of computing sick leave accumulation, vacation accumulation, and for insurance eligibility.

ARTICLE 24. POST LICENSE FEE

EMPLOYER will pay for each Employee the license fee for that license required by M.S.A. 626.846, Subdivision 1.

ARTICLE 25. 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 provisions 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 of 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 26. DISCIPLINE

26.1 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

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

26.3 Written reprimands, notices 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.

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

26.5 An employee who is 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.

26.6 Discharges will be preceded by a five (5) day suspension without pay.

26.7 Grievances relating to this article shall be initiated by the Union in Step 2 in the grievance procedure under Article 16.
ARTICLE 27. PERFORMANCE MANAGEMENT PROGRAM

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

27.1 Organizational performance pay - The focus of the organizational performance 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 $100; 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 $100 = $95, 3.5 grade is 87.5% of 4.0, so 87.5% of $100 = $87.50, etc.)

27.2 Departmental performance pay - The focus of the departmental performance 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 1.5% (one 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 1.5% base pay; 92% achievement = 92% of 1.5% base pay, etc.)

27.3 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 28. SEVERANCE PAY

28.1 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:

28.11 Elimination of their classification or position by the City.

28.12 Separation from City employment when 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.

28.13 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.

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

28.21 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

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

28.3 Employees eligible for severance pay in accordance with Section 28.1 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.

ARTICLE 29. DURATION

This AGREEMENT shall be effective as of December 18, 2015, and shall remain in full force and effect until December 13, 2018 or until a successor Agreement is reached, whichever is later.

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT on this day of , 2016

FOR THE CITY OF MINNETONKA: FOR TEAMSTERS LOCAL 320

___________________________  __________________________
Terry Schneider, Mayor    Terry Neuberger, Business Agent

Geralyn Barone, City Manager   Timothy Olson, Union Steward

___________________________
Perry Vetter, Assistant City Manager
EXHIBIT A
POLICE PAY RANGES
2016 - 2018

The EMPLOYER and the UNION agree to the following pay schedule. Employees shall be considered for a merit increase, based upon performance evaluations and the recommendations of the Chief and approval of the City Manager.

Step 1 = 80% of Step 4
Step 2 = 87% of Step 4
Step 3 = 93% of Step 4
Step 5 = 102% of Step 4

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For 2017, the top Step 4 2016 base pay rate for Minnetonka Officers will be multiplied by the negotiated base pay increase. Using 2016 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 2015. These two rates will be compared, and the higher of the two will be the top Step 4 pay rate for Minnetonka.

The remaining steps will be adjusted to maintain rates at 80%, 87%, and 93% of the top Step 4 hourly rate.

This same process will be repeated using 2017 data to determine if there is a 2018 market adjustment with the addition of an adjustment Step 5 at 102% of the Step 4 hourly rate.
ADDENDUM II

The UNION and EMPLOYER recognize and agree that the EMPLOYER has granted increases in wages, pay differential, insurance and uniform allowance in lieu of the granting of longevity pay.
MEMORANDUM OF AGREEMENT
BETWEEN
THE CITY OF MINNETONKA
AND
MINNESOTA TEAMSTERS PUBLIC AND LAW ENFORCEMENT EMPLOYEES’ UNION, LOCAL 320 (Police Officers)

Article XVII, Section 17.10 reads as follows:

17.10  If, as a result of the written EMPLOYER's response in Step 3 the grievance remains unresolved and if the grievance involves the suspension, demotion, or discharge of an employee who has completed the required probationary period, the grievance may be appealed either to Step 4 of this Article or to another procedure such as Veterans Preference or fair employment. If appealed to any procedure other than Step 4 of this Article, the grievance shall not be subject to the arbitration procedure provided in Step 4 of this Article. The aggrieved employee shall indicate in writing which procedure is to be used-Step 4 of this Article or an alternative procedure-and shall sign a statement to the effect that the choice of an alternate procedure precludes the employee from making an appeal through Step 4 of this Article. The election set forth above shall not apply to claims subject to the jurisdiction of the United States Equal Employment Opportunity Commission.

The parties agree that should a court of competent jurisdiction rule contrary to *EEOC v. Board of Governors of State Colleges and Universities*, 957 F 2d 424 (7th Cir.), cert. denied, 506 U.S. 906, 113 S. Ct. 299 (1992), or if *Board of Governors* is judicially or legislatively overruled, the interpretation of the election of remedies clause specified in the last sentence of the previous paragraph will be deleted from the then current labor agreement between the City and the Union.

FOR TEAMSTERS LOCAL #320   FOR THE CITY OF MINNETONKA

_____________________________  _____________________________

_____________________________  _____________________________

Dated________________________  Dated________________________

MJG/js
opeiu-#12
minnetonkapd/contractl2011-2013final
City Council Agenda Item #10C  
Meeting of March 28, 2016

Brief Description: Resolution approving polling place change for the 2016 elections

Recommended Action: Adopt the resolution

Background

Glen Lake Elementary School located at 4801 Woodridge Road, is the current polling place for 1,636 voters in Ward 1 Precinct A. Following the 2015 Municipal General Election the principal of the school contacted city staff and asked if an alternate location could be used instead of the school. The primary concern was access into the building had to be restricted causing all voters to check in with the office staff. City staff had received concerns from the election judges in the precinct as well as a couple of voters that this setup would not work for a presidential election. Staff met with the principal and agreed to look at alternatives.

Immaculate Heart of Mary Catholic Church, located at 13505 Excelsior Boulevard, was contacted to see if it could be a possible polling location. The church office staff person was enthusiastic about the possibility, having served as an election judge in St. Louis Park for many years. She thought the church building would work well as a polling place location. Staff went out to tour the building and agreed that there is adequate parking and the building meets the Americans with Disabilities Act requirements for access.

Staff is recommending moving the voters in Ward 1 Precinct A, who voted at the Glen Lake Elementary School, to the Immaculate Heart of Mary Catholic Church. If approved the polling location would be used for the August primary and for all subsequent elections. Notices will be mailed to the affected voters approximately 25 days before the next election. Information will also be published in the Minnetonka Memo. The principal at Glen Lake Elementary School has also offered to include information in the school’s newsletter.

Recommendation

Staff recommends that the city council approve the resolution changing the polling place for Ward 1 Precinct A from the Glen Lake Elementary School to the Immaculate Heart of Mary Catholic Church.

Submitted through:
   Geralyn Barone, City Manager
   Perry Vetter, Assistant City Manager

Originated by:
   David Maeda City Clerk
Resolution No. 2016-ppl

Resolution establishing a new polling place location for Ward 1 Precinct A

BE IT RESOLVED by the City Council of the City of Minnetonka, Minnesota as follows:

Section 1. Background.

1.01. Glen Lake Elementary School had been used for several years as a polling place but the school principal asked the city if an alternate location could be used instead.

1.02. Staff has found that the voting needs of the residents of Ward 1, Precinct A, would be better served if that polling place moved from the Glen Lake Elementary School to the Immaculate Heart of Mary Catholic Church.

1.03. The suggested change meets the legal requirements for polling places.

Section 2. Council Action.

2.01. The Minnetonka City Council hereby designates the Immaculate Heart of Mary Catholic Church, located at 13505 Excelsior Boulevard, as the polling place for Ward 1, Precinct A.

Adopted by the City Council of the City of Minnetonka, Minnesota, on March 28, 2016.

Terry Schneider, Mayor

ATTEST:

David Maeda, 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 duly authorized meeting held on March 28, 2016.

________________________________________
David Maeda, City Clerk
City Council Agenda Item #10D
Meeting of March 28, 2016

Brief Description: Cooperative agreement with the Hopkins School District for outdoor recreational use of Glen Lake Elementary School property

Recommended Action: Approve the agreement

Background

Since 1983, the city of Minnetonka has utilized property at Glen Lake Elementary School for a variety of recreational uses including tennis, ice skating and summer playground programming. Programs provided at the site are some of the most popular and highly attended in the entire city.

The Hopkins School District has been an exceptional partner in helping the city provide community programming, and to that extent, have allowed the city to develop permanent recreational amenities on the property including two tennis courts, a warming house/summer playground facility, hockey dasher boards for two ice rinks and parking areas for ice skating, summer programming and tennis. All of these improvements were made without a formal agreement in place.

In January, city and district staff began discussing the terms of a draft agreement. As a result, the city attorney has prepared the attached agreement for council and school board consideration. General terms of the agreement consist of insurance and liability coverage with more specific terms in place for City and District maintenance responsibilities including:

- City is responsible for maintaining the specified area of the agreement that includes the tennis courts, hockey rinks, skating areas, warming house, related parking areas and the west sidewalk.
- City pays all utility costs for the specified area.
- District maintains all athletic fields, the east sidewalk and all property north of the specified area.
- City is responsible for 100% of all costs associated with improvements made to the specified area and must obtain District approval prior to starting any improvements.
Either party can opt out of the agreement with the minimum of a one year notice.

If the District terminates the agreement, the city will be reimbursed 50 percent of any improvements exceeding $5,000 that were made within three years of the termination date.

If approved by council, the agreement will then be forwarded to the Hopkins School Board for consideration.

**Recommendation**

Staff recommends that the city council approve the proposed agreement formally authorizing city use of Glen Lake Elementary School property for community recreational uses and clarifying responsibilities for the City and the District regarding said use.

Submitted through:
  Geralyn Barone, City Manager
  Corrine Heine, City Attorney

Originated by:
  Dave Johnson, Recreation Services Director

**Attachments:**

1. Draft agreement
COOPERATIVE AGREEMENT FOR
ATHLETIC FACILITIES

THIS AGREEMENT ("Agreement") is made as of _____________, 2016, by and between INDEPENDENT SCHOOL DISTRICT NO. 270, a political subdivision of the State of Minnesota ("District") at 1001 Highway 7, Hopkins, MN 55305 and CITY OF MINNETONKA, a Minnesota municipal corporation ("City"), at 14600 Minnetonka Boulevard, Minnetonka, MN 55345.

Recitals

A. District is the fee owner of real property located at 4801 Woodbridge Road, Minnetonka, in Hennepin County, Minnesota, legally described on the attached Exhibit A (the “Property”).

B. There are two sidewalks adjacent to the Property: one along the west boundary of the Property, adjacent to Woodbridge Road (the “West Sidewalk”); and one along the east boundary of the Property (the “East Sidewalk”).

C. The Property is improved with a public school building, related parking improvements, and the following athletic facilities: two softball fields, three tennis courts, one outdoor skating area, two outdoor hockey rinks, and one warming house (collectively, the “Athletic Facilities.”) The approximate layout of the Property improvements, including the Athletic Facilities, are depicted in the sketch attached as Exhibit B. In this Agreement, the softball fields are referred to as “Softball Fields,” and the remaining Athletic Facilities are referred to as “City Facilities.”

D. For many years, the District and City have informally cooperated with respect to the maintenance, improvement and scheduling of the Athletic Facilities. This Agreement is made for the purposes of formalizing the past arrangements and clarifying the responsibilities of the parties going forward.

Terms

1. Term. This Agreement remains in effect until terminated as provided in paragraph 7 below.

2. City Responsibilities. City has the responsibilities described below for the City Facilities and West Sidewalk:

   a. Tennis Courts. City is responsible for all maintenance and repairs of the tennis courts and related improvements and for mowing associated turf areas. City is also responsible for scheduling the tennis courts. Subject to the provisions of paragraph 4 below, City is also responsible for the cost of replacing the tennis courts while this Agreement remains in effect.

3. City Facilities.

4. West Sidewalk.

5. City Responsibilities. City has the responsibilities described below for the City Facilities and West Sidewalk:

   a. Tennis Courts. City is responsible for all maintenance and repairs of the tennis courts and related improvements and for mowing associated turf areas. City is also responsible for scheduling the tennis courts. Subject to the provisions of paragraph 4 below, City is also responsible for the cost of replacing the tennis courts while this Agreement remains in effect.
b. Hockey rinks. City is responsible for all maintenance and repairs of the hockey rinks and associated lighting fixtures and for mowing the associated turf. Subject to the provisions of paragraph 4 below, City is also responsible for the cost of replacing hockey dasher boards and light fixtures while this Agreement remains in effect. City is responsible for scheduling the hockey rinks from December 1 through the last day of February of each year that this Agreement is in effect.

c. Skating Area. City is responsible for maintaining the skating area and mowing the associated turf. City is also responsible for scheduling the skating area.

d. Warming House. City is responsible for all maintenance and repairs of the warming house and mowing the associated turf. City is also responsible for scheduling and staffing the warming house. Subject to the provisions of paragraph 4 below, City is also responsible for the cost of replacing the warming house while this Agreement remains in effect. City will provide District with access to the warming house for use by District. District will schedule District’s use through the City, and District will staff the warming house during District’s schedule use.

e. Tennis Court Parking Lot. City is responsible for maintenance and repairs of the parking lot adjacent to the tennis courts, including snow removal, striping, and sweeping. Subject to the provisions of paragraph 4 below, City is also responsible for the cost of resurfacing the parking lot while this Agreement remains in effect.

f. Skating and Hockey Rink Parking Area. City is responsible for removing snow from the parking area adjacent to the skating area and hockey rinks.

g. West Sidewalk. The West Sidewalk is a public sidewalk, owned by the City. City is responsible for the maintaining, repairing and replacing the West Sidewalk in the same manner and to the same standards as apply generally to public sidewalks in the City. The City currently performs snow removal on the West Sidewalk. However, this Agreement does not prevent the City from adopting, in the future, an ordinance of general application that would require property owners, including the District, to remove snow from the public sidewalks adjacent to their properties.

h. Utilities. The electric use for the warming house and lighting associated with the City Facilities is separately metered. City is responsible for payment of electrical bills for the City Facilities.

i. Portable toilets. City is responsible for contracting for portable toilets that the City determines are needed for the City Facilities.
3. **District Responsibilities.** District has the responsibilities described below for the Athletic Facilities, East Sidewalk and the remainder of the Property:

   a. **Softball Fields.** District is responsible for all maintenance and repairs of the softball fields and associated lighting fixtures, fencing and improvements. District is also responsible for mowing the turf adjacent to the softball fields.

   b. **East Sidewalk.** The East Sidewalk is owned by the District. District is responsible for maintenance, repair and replacement of the East Sidewalk at its sole cost.

   c. **Hockey Rinks.** District is responsible for scheduling the use of the hockey rinks from March 1 through November 30 of each year that this Agreement is in effect.

   d. **Remainder of Property.** Any area of the Property that is not specifically addressed in this Agreement is beyond the scope of this Agreement.

4. **Improvements.**

   a. **District may propose improvements to the Property, including the Athletic Facilities.** By separate mutual agreement, City may agree to contribute to the cost of District-proposed improvements, if the City determines that the improvements are in the City’s interest. No improvements may be made to the City Facilities without the City’s prior consent.

   b. **Before making any improvements to the City Facilities,** City must obtain written approval from the District’s community education director or designee. The City is solely responsible for the costs of any improvements made to the City Facilities, subject to paragraph 4.c. below.

   c. **Notwithstanding any provision of this Agreement to the contrary,** District agrees that, upon termination of this Agreement for any reason, District will reimburse City for capital improvements to the City Facilities made within the three years preceding the date this Agreement is terminated. City must submit a written request to District for reimbursement, accompanied by an itemized statement of capital improvements (any improvement in excess of $5,000 that involves more than routine maintenance) made to the City Facilities within the three years preceding the date this Agreement was terminated. The itemized statement must be accompanied by supporting invoices or work orders. District agrees to pay the City 50 percent of the total cost of itemized capital improvements, within 30 days after receipt of the City’s request and accompanying documentation.
5. **Insurance.** District and City each agree to maintain liability insurance with coverage limits not less than the limits of liability contained in Minn. Stat. § 466.04 or self-insurance in the same amounts. If District or City contracts for the construction of improvements to the City Facilities, the contracting party must require its contractor to obtain casualty and liability insurance in amounts to be agreed upon by the District and City, and to name both the District and City as additional insureds under the insurance policies. City agrees to maintain hazard insurance on the City Facilities, to protect against damages or loss from fire, wind, and acts of nature.

6. **Liability.** To the full extent permitted by law, actions by the District or City pursuant to this Agreement are intended to be and shall be construed as a “cooperative activity,” and it is the intent of the parties that they shall be deemed a “single governmental unit” for the purposes of liability, as set forth in Minnesota Statutes Section 471.59, subd. 1a(b). The provisions of Minnesota Statutes Section 471.59, subd. 1a(a) govern regarding the liability of the City and District.

7. **Termination.** This Agreement may be terminated as follows:

   a. The Agreement may be terminated at any time by mutual written agreement of the City and District.

   b. Either party may terminate this Agreement by providing written notice to the other party at least one year prior to the termination date.

8. **Notices.** Any notice or demand required to be given under this Agreement must be in writing. Notices to the City must be sent to the city manager at the address given in the opening paragraph of the Agreement. Notice to the District must be sent to the community education director at the address stated in the opening paragraph of the Agreement. Notices are deemed given when personally delivered or when deposited in the United States mail and properly posted for first class mail delivery.

9. **Miscellaneous.**

   a. The books, records, documents, and accounting procedures of the City and the District are subject to examination by the other party, and either the legislative or state auditor as appropriate, pursuant to Minnesota Statutes, Section 16C.05, Subdivision 5.

   b. The City and District agree to comply with all applicable local, state and federal laws, rules and regulations in the performance of the duties of this Agreement.

   [signatures on following page]
INDEPENDENT SCHOOL DISTRICT NO. 270

By ____________________________  By ____________________________
Its ___________________________

By ____________________________  By ____________________________
Its ___________________________

CITY OF MINNETONKA

By ____________________________
Its Mayor

By ____________________________
Its City Manager
City Council Agenda Item #13A
Meeting of March 28, 2016

Brief Description
Temporary on-sale liquor license for ResourceWest, for use at 14600 Minnetonka Boulevard

Recommendation
Hold the public hearing and grant the license

Background
The city has received an application for a temporary on-sale liquor license from ResourceWest for a fundraiser event to be held at 14600 Minnetonka Boulevard. The proceeds from the event will help them continue to provide residents of Minnetonka and surrounding communities service including: Information & Referral, Social Services, Community Technology Center, Back to School supplies, Winter Warm Wear, and Toy Chest. In addition, the proceeds help ResourceWest to continue to host a number of other agencies at their location: Prepare+Prosper, Hennepin County Economic Outreach, Relate Mental Health Counseling, PORTICO and Children’s Dental Services.

The ResourceWest event will be held on Friday, April 29, from 6:00 p.m. to 10:00 pm, at the Minnetonka Community Center, 14600 Minnetonka Boulevard. The evening will have a German theme and will consist of a dinner buffet from Black Forest, wine and beer, silent/live auctions, and live music. Tickets are sold for the full evening. Board members will be checking identifications at the door, and volunteers will be checking at the open bar to ensure no one under the age of 21 is served liquor. Also, use of the community center requires that a police officer be on-duty.

ResourceWest has sponsored an event of this type since 2005, and each year has included a temporary on-sale liquor license. The event has been held in the community center in the past, but last year the event was off-site. The 2014 event was located in Minnetonka. There have been no reported issues associated with the past events, from either the community center staff or the police department.

City liquor ordinances allow temporary on-sale liquor licenses to be issued to clubs and other charitable, religious, or not-for-profit organizations, subject to application, public hearing, and approval by the city council. ResourceWest has completed the license application, paid the administrative fee, and provided proof of insurance. They are a non-profit charitable organization, and are therefore eligible for a temporary liquor license.

Staff does not anticipate any difficulties in connection with serving wine and beer at the event held on April 29, 2016. The fundraiser will be held on one evening only, and only adults over the age of 21 will be allowed to be served a glass of wine or beer.
Recommendation

Staff recommends the council hold the public hearing and grant the license.

Submitted through:
   Geralyn Barone, City Manager
   Julie Wischnack, AICP, Community Development Director

Originated by:
   Kathy Leervig, Community Development Coordinator
Join us in the biergarten for some German Hops, Oompah Music & Hopping Good Fun
(Lederhosen optional)

Live music by the Zurah German band
Complimentary beer and wine from local vendors
Black Forest buffet
Silent and live auctions
Chance to win $1,000, $500 or $250 (with a $20 raffle ticket)

Friday, April 29, 2016 ~ 6:00 - 10:00 pm
Minnetonka Community Center
14600 Minnetonka Blvd.

$50 per person – or reserve a table for 8!
Purchase event tickets at Resourcewest.org or call (952) 933-3860

We are grateful to our Event Gold Sponsor
Cargill
Brief Description
On-sale wine and on-sale 3.2 percent malt beverage liquor licenses for Field Day Ridgedale, LLC, 12259 Wayzata Boulevard

Recommendation
Open the public hearing and continue to April 25, 2016

Background
The city has received applications from Field Day Ridgedale, LLC, for on-sale wine and on-sale 3.2 percent malt beverage liquor licenses, for use at a new restaurant at Ridgedale. Field Day, by Good Earth, is a new restaurant concept owned by Parasole Restaurant Holdings, Inc. (See pages A1-A5.)

Headquartered in Minneapolis, Minnesota, Parasole Restaurant Holdings operates Salut Bar Americain in Edina and St. Paul, Burger Jones in Burnsville and in the Lake Calhoun area of Minneapolis; Chino Latino and Libertine in Uptown; Manny's Steakhouse, The Living Room & Prohibition at the W Minneapolis – The Foshay in downtown Minneapolis; Pittsburgh Blue Steakhouse in Edina and Maple Grove; Muffuletta Café in St. Paul’s Como Park neighborhood; the Good Earth Restaurants in Edina and Roseville; and Mozza Mia Pizza Pie & Mozzarella Bar in Downtown Edina.

Unlike other restaurant holding companies, Parasole combines creative and operational expertise with proven rollout experience to shepherd concepts from inception through execution and expansion. Parasole created Buca di Beppo Italian restaurant and the Oceanaire Seafood Room which were subsequently spun-off from Parasole.

Business Ownership
Parasole was founded in 1979 by Phil Roberts and Peter Mihajlov. Kevin Kuester joined the company, as a partner, in 2003 after working closely with Parasole for over two decades. Together, they oversee operation of Parasole Restaurant Holdings, the Parasole Bakery, and Idein, LLC, a consulting service for restaurant and retail clients nationwide.

Field Day Ridgedale, LLC is a privately held corporation. The ownership structure includes three owners in excess of ten percent ownership, Philip Roberts (36.4%), Peter Mihajlov (33.7%), and Kevin Kuester (12%). The remaining ownership is comprised of various owners with less than ten percent. The owners have extensive experience in the restaurant business. Donna Fahs will serve as the general manager at the Ridgedale location. Donna resides in Eden Prairie and meets the metro-area residency requirements of the city’s liquor ordinance.
Business Operations

The establishment will be located on the first floor of Ridgedale in the Nordstrom wing. The restaurant will seat approximately 50 guests. Since the restaurant is a new facility, larger than 1,200 square feet, a conditional use permit is required and will be presented to the planning commission on April 14 with a final action anticipated by the council on April 25. The anticipated opening date is in September.

Hours of operation will be 10:00 am – 9:00 pm Monday thru Saturday and 11:00 am – 6:00 pm on Sunday. Projected sales from wine and beer are expected to be less than three percent.

Parasole Restaurant Holdings owns numerous establishments which have experienced some failed compliance tests over the years. In the event that a restaurant fails a compliance check, the server/bartender is immediately terminated and the general manager is suspended for a period of time, without pay. The company continuously trains and retrains. They also promote as a pre-shift reminder, the importance of checking IDs. Parasole has expressed interest in the participating in the Best Practices Program in Minnetonka.

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 25, 2016.

Recommendation

Staff recommends that the city council open the public hearing and continue it to April 25, 2016.

Submitted through:
   Geralyn Barone, City Manager
   Julie Wischnack, AICP, Community Development Director

Originated by:
   Kathy Leervig, Community Development Coordinator
1. Staffing – Field day will have a manager or lead employee on duty during all business hours and be staffed by full and part-time employees

2. Alcohol - Managers and alcohol serving staff will complete an alcohol training class. We are committed to workplace and public safety by ensuring responsible and legal sale of alcohol in the restaurant. All guests appearing under 35 years of age will be required to present a valid government ID for age verification. Field Day will participate in the City of Minnetonka’s Best Practices Program “Project Smart Choice”

3. Food to Liquor Ratio – alcohol sales are estimated at less than 3%

4. Hours of Operation – 10:00 A.M. to 9:00 P.M. every day except Sunday. Sunday hours are 11:00 A.M. to 6:00 P.M.

5. Entertainment – None

6. Menu – Draft menu attached

7. Orderly Appearance and Operation – The restaurant is entirely within Ridgedale Mall. Restaurant staff will ensure there is no graffiti or refuse within or on the restaurant leased premises. Rubbish and trash will be deposited in a central collection point provided by Ridgedale Mall

8. Noise Management - The restaurant is entirely within Ridgedale Mall. There will be background music within the leased premises
**Greens**

**Sesame Salmon**
Gently cooked sustainable Norwegian salmon with avocado, Napa cabbage, watercress, sesame wakame, chia & sesame seeds, ginger and tahini-yogurt vinaigrette

**Thai-Style Beef Cobb Salad**
Grass-fed braised beef, romaine, watercress, carrot, avocado, cucumber, egg, sprouted beans, peanuts and peanut-sweet chili vinaigrette

**Chicken & Kale Caesar**
Miso glazed organic chicken with baby kale and romaine, organic, cage-free eggs and ancient grains crumble. Tossed in a miso-kefir vinaigrette.

**Mediterranean Market Veggie**
Romaine, watercress, arugula, cucumber, ripe tomatoes, red onion, red peppers, quinoa tabbouleh, pepperoncini, feta, Kalamata olives and lemon-oregano vinaigrette

**Fresh Mozzarella**
Fresh mozzarella, ripe tomatoes, arugula, pesto chickpeas, fresh basil, Tuscan olive oil & balsamic vinegar

**Superfood Energy**
Baby kale, watercress and arugula, tossed with blueberries, apple, raw beet, chia & pumpkin seeds, toasted quinoa, ginger and avocado, with a green tea-kefir vinaigrette

**Cashew Chicken Salad**
A Good Earth classic. Slow roasted organic chicken, butter lettuce, tomato, cucumber, sprouted beans, avocado, toasted cashews, egg & Kalamata olives

**Sandwiches & Wraps**

**Cashew Chicken**
Our classic Cashew chicken salad made with chicken breast and cholesterol-free mayonnaise, topped with cashews on whole grain bread

**Bahn Mi Wrap**
Red curry braised beef, carrots, daikon, cucumber, cilantro, hummus on spinach tortilla

**5-Spice Turkey Meatball Pita**
Our house-made meatballs with tomato, avocado, cucumber, arugula, and sesame yogurt on low carb flatbread

**Thai Chicken Wrap**
Grilled chicken, jasmine rice, Napa slaw and spicy peanut sauce wrapped in a spinach tortilla

**Garden Vegetable Hummus Wrap**
Avocado, baby spinach, sprouts, cucumber, ripe tomato, Indian spices hummus on a spinach tortilla

**Grain Bowls**

**Ancient Grains**
Powerhouse grains including quinoa, amaranth, Kamut, farro & chia, tossed with Mediterranean vegetables, kale, arugula, Kalamata olives and feta. Finished with a lemon-cilantro vinaigrette and spicy pumpkin seeds

**Bombay Vegetable**
Ancient Grains flavored with tahini yogurt and Indian spices. Tossed with baby spinach, arugula, watercress, sprouted beans, chickpeas and lots of fresh veggies

**Energy Bowl**
Green tea infused quinoa, amaranth & chia seeds with power greens, apple, avocado, blueberries, raw beets, ginger and sprouted beans

**Miso-Sesame Salmon**
Sustainable Norwegian salmon with quinoa, sesame wakame, ginger, edamame, kale, avocado, raw vegetables and Chia & sesame seeds

**Lemongrass Beef**
Spicy braised beef with jasmine rice, farro, peanut sauce, kale, cucumber, edamame & vegetables, finished with a cooling cilantro yogurt

**Kung Pao Turkey Meatballs**
Teriyaki glazed turkey meatballs, with Kamut, spicy chickpeas, Napa cabbage, red peppers, edamame, roasted peanuts and sesame

**Quinoa Chicken Bibimbap**
Grilled organic chicken with ginger quinoa, baby greens, edamame, sesame wakame, kimchi, lightly pickled raw vegetables, sesame seeds and soft poached egg
# Field Day by Good Earth

## Tea & Coffee
- Iced Tea#1
- Iced Tea#2
- Iced Tea#3
- Hot Tea#1
- Hot Tea#2
- Hot Tea#3
- Hot Tea#4
- Hot Tea#5
- Hot Tea#6
- Coffee#1
- Coffee#2
- Coffee#3
- Coffee#4
- Coffee#5

## Juice
- Field Day Juice Blend#1
- Field Day Juice Blend#2
- Field Day Juice Blend#3
- Field Day Juice Blend#4
- Field Day Juice Blend#5
- Field Day Juice Blend#6
- Field Day Juice Blend#7
- Field Day Juice Blend#8

## Organic Sodas & Water
- Water, flat
- Water, sparkling
- Pop#1
- Pop#2
- Pop#3
- Pop#4
- Pop#5
- Pop#6

## Wine
- Pinot Grigio
- Sauvignon Blanc
- Chardonnay
- Malbec
- Pinot Noir
- Cabernet Sauvignon

## Beer
- Beer#1
- Beer#2
- Beer#3
- Beer#4
- Beer#5
- Beer#6
- Beer#7
Brief Description
Resolution approving HUD Subordination Language and Extension of Time to commence construction for Phase III of Glen Lake Development

Recommendation
Adopt the resolution

Background
The city council and economic development authority recently took action on revised subordination language (February 29, 2016) for the 54 unit cooperative housing project at 14217 and 14301 Stewart Lane. HUD is now requesting additional changes to the language.

Because the project is moving closer to the contractual start time for the project (March 31, 2016), staff is recommending an extension of time in the contract until May 31, 2016. Staff believes that the developer anticipated they would have the project financing finalized and did not request an extension in the previous action of the council.

If the project does not proceed by the date identified in the contract, March 31, 2016, the contract would be considered in default. Remedies for default are noted in the contract and remedies include withholding tax increment.

Recommendation
Staff recommends the city council adopt the resolution (pages A1-A4) approving HUD Subordination Language and Extension of Time to commence construction for Phase III of Glen Lake Development.

Submitted through:
Geralyn Barone, City Manager

Originated by:
Julie Wischnack, AICP, Community Development Director
Resolution No. 2016-xx

Resolution approving HUD Subordination Language and Extension of Time to commence construction for Phase III of Glen Lake Development

Be it resolved by the City Council (the “Council”) of the City of Minnetonka, Minnesota (the “City”) as follows:

Section 1. Background.

1.01. The City and the Economic Development Authority in and for the City of Minnetonka, Minnesota (the “Authority”) have approved the creation of the Glenhaven Tax Increment Financing District (the “TIF District”) within the housing development and redevelopment project known as the Glen Lake Housing Development and Redevelopment Project (the “Project”), and have adopted a tax increment financing plan for the purpose of financing certain improvements within the Project.

1.02. The Authority and the City entered into an Amended and Restated Contract for Private Redevelopment, dated May 15, 2007 (the “Original Contract”), with Glen Lake Redevelopment LLC, a Minnesota limited liability company (the “Redeveloper”), which set forth the terms and conditions of the housing and commercial redevelopment project to be constructed by the Redeveloper within the TIF District in three separate phases designated as “Phase I,” “Phase II,” and “Phase III.” The Authority, the City, and the Redeveloper modified the Original Contract and entered into a Second Amended and Restated Contract for Private Redevelopment, dated January 4, 2010 (the “Second Amended Contract”). The Second Amended Contract has been subsequently amended by the First Amendment to Second Amended and Restated Contract for Private Redevelopment, the Second Amendment to Second Amended and Restated Contract for Private Redevelopment, the Third Amendment to Second Amended and Restated Contract for Private Redevelopment, the Fourth Amendment to Second Amended and Restated Contract for Private Redevelopment, and the Fifth Amendment to Second Amended and Restated Contract for Private Redevelopment. The Second Amended Contract, as amended, is referred to herein as “the Contract.”

1.03. The Redeveloper has informed the City that it will assign its obligations with respect to Phase III of the redevelopment project to Zvago Cooperative at Glen Lake, a Minnesota cooperative corporation (the “Cooperative”), which will construct and own the senior housing cooperative, all as permitted under Section 8.2 of the Contract.

1.04. The city council has previously approved an Assignment and Assumption Agreement (the “Assignment and Assumption”) between the Redeveloper and the Cooperative setting forth the assignment and assumption of the obligations by the Cooperative with respect to Phase III of the redevelopment project.
1.05. The Cooperative will be obtaining financing from the Department of Housing and Urban Development ("HUD") to finance the senior housing cooperative. HUD has requested that the Assignment and Assumption Agreement be revised to include language subordinating the portion of the Contract related to Phase III of the Glen Lake development to the HUD loan and related financing documents, including a note, a mortgage, and a regulatory agreement.

1.06. There has been presented to the city Council a revised Assignment and Assumption Agreement incorporating HUD’s required subordination language.

1.07. Pursuant to the Contract, the Redeveloper is currently required to commence construction on Phase III of the redevelopment project by March 31, 2016. The Fifth Amendment to Second Amended and Restated Contract for Private Redevelopment, as previously approved by the Council, removed the Authority’s option to purchase the property on which Phase III of the project is located (the “Phase III Property”) in the event of a default by the Redeveloper. The Redeveloper has subsequently requested an extension to the construction commencement date for Phase III of the redevelopment project to May 31, 2016.

Section 2. Council Action.

2.01. The revised Assignment and Assumption to the Cooperative is hereby approved in substantially the form on file in City Hall, subject to modifications that do not alter the substance of the transaction and are approved by the Mayor and City Manager; provided that execution of the document will be conclusive evidence of their approval.

2.02. The Mayor and City Manager are authorized and directed to execute the revised Assignment and Assumption, and any other documents or certificates necessary to carry out the transactions described therein.

2.03. The Council hereby approves the extension of the construction commencement date set forth in the Contract to May 31, 2016.
Adopted by the City Council of the City of Minnetonka, Minnesota this 28th day of March, 2016.

Terry Schneider, Mayor

ATTEST:

David E. Maeda, 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 duly authorized meeting held March 28, 2016.

City Clerk
ASSIGNMENT AND ASSUMPTION

THIS ASSIGNMENT AND ASSUMPTION (this “Assignment”) is executed and delivered by and between Glen Lake Redevelopment LLC, a Minnesota limited liability company (“Assignor” or “Redeveloper”), and Zvago Cooperative at Glen Lake, a Minnesota cooperative corporation (“Assignee” or “Phase III Subdeveloper”), as of February 29, 2016. Assignor and Assignee are referred to collectively in this Assignment as the “Parties.” All capitalized terms not defined herein shall have the meaning given such term in the Contract (as defined herein).

RECITALS

A. Assignor, together with the Economic Development Authority in and for the City of Minnetonka, Minnesota, a Minnesota public body corporate and politic (the “EDA”) and the City of Minnetonka, Minnesota, a Minnesota municipal corporation (the “City”), entered into that certain Second Amended and Restated Contract for Private Redevelopment dated January 4, 2010, recorded in the office of the County Recorder, Hennepin County, Minnesota, on September 16, 2010, as Document No. A9560087, as amended by the First Amendment to Second Amended and Restated Contract for Private Redevelopment, dated May 13, 2013, as amended by the Second Amendment to Second Amended and Restated Contract for Private Redevelopment, dated June 23, 2014, as amended by the Third Amendment to Second Amended and Restated Contract for Private Redevelopment, dated January 26, 2015, as amended by the Fourth Amendment to Second Amended and Restated Contract for Private Redevelopment, dated November 6, 2015, and as further amended by the Fifth Amendment to Second Amended and Restated Contract for Private Redevelopment, dated February 29, 2016, to be recorded in the office of the County Recorder, Hennepin County, Minnesota (collectively, the “Contract”), in connection with the redevelopment of certain real property located in the City further defined therein (the “Redevelopment Property”). Unless otherwise provided in this Assignment, all capitalized terms used herein shall have the meaning assigned to them in the Contract.

B. Under the Contract, Assignor is obligated to undertake certain redevelopment activities in connection with the Redevelopment Property (including, without limitation, the construction of certain Minimum Improvements thereon). Pursuant to Article VIII of the Contract, Assignor is permitted to transfer (or permit the transfer of) portions of the Redevelopment Property to a Subdeveloper, to assign certain rights and obligations of the
Redeveloper under the Contract to a Subdeveloper, and be released from the assigned obligations, all upon the written approval of the EDA.

C. The terms of this Assignment are effective on the date of closing on conveyance of the Phase III Property by the Phase III Property Owners to Assignee (the “Effective Date”).

D. Assignor possesses all right, title and interest in and to the Contract and now desires to sell, assign and transfer to Assignee the following rights and obligations under the Contract in connection with Phase III and the Phase III Property (the “Transferred Obligations”):

1. Sections 2.1 and 2.2, to the extent such representations and warranties relate to Phase III and the Phase III Property.

2. The Parties acknowledge that replatting is not required pursuant to Section 3.4(a) of the Original Agreement.

3. Section 3.4(c), to the extent such covenants relate to Phase III and the Phase III Property. The parties agree and understand that the park dedication fee allocated to Phase III is $26,672, and that SAC and WAC charges and any other Phase III City fees will be the obligation of the Assignee.

4. Section 3.5, to the extent such covenants relate to the Phase III Property.

5. Section 3.7(b), to the extent such section relates to the Phase III Property.

6. Section 3.7(d).

7. Sections 4.1 through 4.4, to the extent such sections relate to Phase III; Section 4.10 to the extent Assignee holds records that relate to Phase III.

8. Article V, to the extent such insurance covenants relate to Phase III.

9. Sections 6.1 through 6.4, to the extent such covenants relate to Phase III and the Phase III Property.

10. Article VII, to the extent such financing covenants relate to Phase III and the Phase III Property.

11. Sections 8.1 and 8.2, to the extent such sections relate to Phase III and the Phase III Property.

12. Section 8.3, to the extent such covenants relate to Phase III and the Phase III Property.

13. Sections 9.1 through 9.4, to the extent they relate to an Event of Default by the Phase III Subdeveloper in connection with any Transferred Obligations.

15. Article X, to the extent such covenants relate to Phase III and the Phase III Property; and provided that the notice address for the Assignee for purposes of Section 10.6 is as follows:

Zvago Cooperative at Glen Lake
3530 Lexington Avenue North #100
Shoreview, MN 55126
Attn: Julie Murray

E. Assignee desires to assume the Transferred Obligations under the terms and conditions hereinafter set forth.

F. Assignee will take all action necessary to obtain a building permit for Phase III.

G. The EDA and the City have consented to the transfer of the Phase III Property and the assignment and assumption of the Transferred Obligations by Assignor to Assignee.

H. Dougherty Mortgage LLC, a Delaware limited liability company (“Lender”) has agreed to make a loan to the Phase III Subdeveloper in the original principal amount of Fourteen Million Eight Hundred Twenty-One Thousand Six Hundred and 00/100ths Dollars ($14,821,600.00) (the “HUD-Insured Loan”) which loan shall be insured by the Federal Housing Administration (the “FHA”) of the United States Department of Housing and Urban Development (“HUD”) under Section 232213 of the National Housing Act of 1934, as amended, pursuant to the Commitment to Insure Upon Completion dated January 20, 2016 (FHA Project No. 092-23242), as amended (the “FHA Commitment”).

I. The HUD-Insured Loan will be evidenced by that certain Mortgage Note (Multistate) dated March 1, 2016 (the “HUD Note”) executed by the Phase III Subdeveloper in favor of Lender in the original principal amount of the HUD-Insured Loan and will be secured in part by (i) that certain Multifamily Mortgage—dated March 1, 2016 (the “HUD Mortgage”) executed by the Phase III Subdeveloper in favor of Lender, and by (ii) the Regulatory Agreement for Multifamily Housing Projects dated March 1, 2016 (the “HUD Regulatory Agreement”) executed by and between Landlord the Phase III Subdeveloper and the Secretary United States Department of Housing and Urban Development. The HUD Note, the HUD Mortgage, the HUD Regulatory Agreement and all other loan and security documents executed in connection with the HUD-Insured Loan are collectively referred to herein as the “HUD Loan Documents.”

J. As a condition to the making of the HUD-Insured Loan to the Phase III Subdeveloper, Lender and HUD require that the Contract, to the extent assigned to the Phase III Subdeveloper and as applicable to and encumbering the Phase III Property only, be
amended to include certain HUD provisions and that the Contract be subordinated to the HUD-Insured Loan and the HUD Loan Documents.

ASSIGNMENT AND ASSUMPTION

NOW THEREFORE, FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. Assignment. Assignor does hereby sell, assign, transfer, convey, set over and deliver the Transferred Obligations to Assignee, effective as of the Effective Date.

2. Assumption. Assignee hereby accepts the foregoing assignment and transfer of the Transferred Obligations and promises and agrees to assume all liabilities of the Transferred Obligations, and faithfully perform all covenants, stipulations, agreements and commitments thereto appertaining, effective as of the Effective Date.

3. Release of Assignor. As of the Effective Date, Assignor shall be released of the Transferred Obligations.

4. Contract Modified. The Assignee acknowledges that, in addition to the Transferred Obligations referenced above, the portion of the Contract transferred to and assumed by the Assignee is deemed modified to include the following Article XII:

ARTICLE XII

PHASE III PROPERTY - HUD REQUIREMENTS

This Article XII is applicable to and shall be enforced only with regard to the Phase III Property and the rights, duties and obligations of the parties under this Agreement with regard to the Phase III Property and development Phase III Minimum Improvements, operation and use of the Minimum Improvements located on the Phase III Property Phase III Minimum Improvements.

Section 12.1. Notwithstanding anything in this Agreement to the contrary, except the requirements in 26 U.S.C. 42(h)(6)(E)(ii), this Agreement is expressly subordinate to (i) the Mortgage Note dated as of dated ____________________ (the “HUD Note”) executed by the Phase III Subdeveloper in favor of Dougherty Mortgage LLC, a Delaware limited liability company (“Lender”), (ii) the Mortgage dated _______________ (the “HUD Mortgage”) executed by the Phase III Subdeveloper in favor of Lender, (iii) the Regulatory Agreement for Multifamily Projects dated _______________ (the “HUD Regulatory Agreement”) executed by and between the Phase III Subdeveloper and the Secretary for Housing and Urban Development (“HUD”), and (iv) all other documents executed by the Phase III Subdeveloper, Lender and/or HUD in connection with the HUD Note (collectively the “HUD Loan Documents”) in connection with the Phase III Property, and is subordinate to all applicable HUD mortgage insurance (and Section 8 of the U.S. Housing Act of 1937, if applicable) regulations and related administrative requirements. In the event of any conflict between the provisions of this Agreement and the provisions of applicable HUD regulations, related HUD
administrative requirements, or HUD Loan Documents, the HUD regulations, related
administrative requirements or HUD Loan Documents shall control. In the event of any
conflict between any provision contained elsewhere in this Agreement (as it relates
only to the Phase III Property and Phase III Minimum Improvements) and any
provision contained in this Article XII, the provisions contained in this Article XII shall
govern and be controlling in all respects as set forth more fully herein.

Section 12.2. In the event of foreclosure or transfer of title by deed in lieu of
foreclosure of the Phase III Property, any and all land use covenants contained herein
encumbering and/or applicable to the Phase III Property shall automatically terminate
except those requirements set out in 26 U.S.C. 42(h)(6)(E)(ii) The following terms shall
have the following definitions:
“HUD” means the United States Department of Housing and Urban Development.
“HUD Regulatory Agreement” means the Regulatory Agreement for Multifamily
Projects between the Phase III Subdeveloper and HUD with respect to the Project, as
the same may be supplemented, amended or modified from time to time.
“Lender” means Dougherty Mortgage LLC, a Delaware limited liability company, its
successors and assigns.
“Mortgage Loan” means the mortgage loan made by Lender to the Phase III
Subdeveloper pursuant to the Mortgage Loan Documents with respect to the Project.
“Mortgage Loan Documents” means the Security Instrument, the HUD Regulatory
Agreement and all other documents required by HUD or Lender in connection with the
Mortgage Loan.
“National Housing Act” means the National Housing Act of 1934, as amended.
“Phase III Subdeveloper” means Zvago Cooperative at Glen Lake, a Minnesota
cooperative corporation, its successors and assigns.
“Program Obligations” has the meaning set forth in the Security Instrument.
“Security Instrument” means the mortgage or deed of trust from the Phase III
Subdeveloper in favor of Lender, as the same may be supplemented, amended or
modified.

Section 12.3. Failure to comply with the covenants contained herein encumbering
and/or applicable to the Phase III Property will not serve as a basis for default on any of
the HUD Loan Documents.

Section 12.4. The covenants contained in this Agreement encumbering and/or
applicable to the Phase III Property are not included in any of the HUD Loan
Documents.

Section 12.5. Enforcement of the covenants contained herein encumbering and/or
applicable to the Phase III Property will not result in any claim against the Phase III
Property, the proceeds from the HUD Mortgage, any reserve or deposit required by HUD in connection with the HUD Mortgage transaction, or the rents or other income from the Phase III Property other than from available Surplus Cash, as defined in the HUD Regulatory Agreement.

— **Section 12.6.** So long as the Phase III Property is subject to a mortgage insured or held by HUD, no amendment shall be made to this Agreement without the prior written consent of HUD.

— **Section 12.7.** This Agreement may not be foreclosed upon or sold, transferred, assigned or pledged, without the prior written consent of HUD of such foreclosure, conveyance, assignment or pledge.

— **Section 12.8.** With regard to the Phase III Property only, no action shall be taken in accordance with the rights granted herein or prohibiting the Phase III Subdeveloper or any of its successors or assigns from taking any action except in strict accordance with the U.S. Housing Act of 1937 (the “**Housing Act**”), applicable mortgage insurance regulations, the HUD Loan Documents, or applicable public housing regulations under Sections 5 and 9 of the Housing Act, or if applicable, Section 8 of the Housing Act and the regulations thereunder.

— **Section 12.9.** The covenants contained in this Agreement encumbering and/or applicable to the Phase III Property shall not be construed to conflict with any applicable HUD mortgage insurance regulation, applicable public housing regulations, or Section 8 of the Housing Act and the regulations thereunder. Notwithstanding anything in this Agreement to the contrary, the provisions hereof are expressly subordinate to (i) the Mortgage Loan Documents, including without limitation, the Security Instrument, and (ii) Program Obligations (the Mortgage Loan Documents and Program Obligations are collectively referred to herein as the “**HUD Requirements**”). The Phase III Subdeveloper covenants that it will not take or permit any action that would result in a violation of the Code, HUD Requirements or this Agreement. In the event of any conflict between the provisions of this Agreement and the provisions of the HUD Requirements, HUD shall be and remains entitled to enforce the HUD Requirements. Notwithstanding the foregoing, nothing herein limits the EDA’s or the City’s ability to enforce the terms of this Agreement, provided such terms do not conflict with statutory provisions of the National Housing Act or the regulations related thereto. The Phase III Subdeveloper represents and warrants that to the best of Phase III Subdeveloper’s knowledge this Agreement imposes no terms or requirements that conflict with the National Housing Act and related regulations.

5. **Status of Contract / Amendment to Prevail.** The Contract remains in full force and effect, and is not modified except as expressly provided in this Assignment.

6. **Binding Effect; Governing Law.** This Assignment shall be binding upon and shall inure to the benefit of the Parties hereto and their respective successors and assigns. This Assignment shall be governed by, construed and enforced under the laws of the State of Minnesota. This Assignment shall only be effective and shall be contingent upon the consent of the EDA, in writing below. The Parties shall execute and deliver such further and additional instruments, agreements and other documents as may be reasonably necessary to evidence or carry out the provisions of this Assignment.
7. **Governing Law.** This Agreement is made and executed in the State of Minnesota and shall be governed by the laws of said State.

8. **Counterparts.** This Assignment may be executed in any number of counterparts, each of which when so executed and delivered shall constitute an original, but together shall constitute one and the same instrument.

[Signature pages follow]
ASSIGNOR’S SIGNATURE PAGE
FOR
ASSIGNMENT AND ASSUMPTION

IN WITNESS WHEREOF, the Parties hereto have executed this Assignment as of the date first above written.

ASSIGNOR:
GLEN LAKE REDEVELOPMENT LLC, a
Minnesota limited liability company

By: ________________________________
                    Its Chief Manager

STATE OF MINNESOTA   )
) ss.
COUNTY OF HENNEPIN     )

The foregoing instrument was acknowledged before me this _____ day of March, 2016, by Thomas Wartman, the Chief Manager of Glen Lake Redevelopment LLC, a Minnesota limited liability company, on behalf of the company.

__________________________________________
Notary Public

Drafted by:
KENNEDY & GRAVEN, CHARTERED (JAE)
200 South Sixth Street, Suite 470
Minneapolis, MN 55402
Telephone: 612-337-9300
ASSIGNEE’S SIGNATURE PAGE
FOR
ASSIGNMENT AND ASSUMPTION

IN WITNESS WHEREOF, the Parties hereto have executed this Assignment as of the date first above written.

ASSIGNEE:
ZVAGO COOPERATIVE AT GLEN LAKE, a Minnesota cooperative corporation

By: ________________________________
Its: ______________________________

STATE OF MINNESOTA )
) ss.
COUNTY OF HENNEPIN )

The foregoing instrument was acknowledged before me this _____ day of March, 2016, by __________________________, the _____________________ of Zvago Cooperative at Glen Lake, a Minnesota cooperative corporation, on behalf of the cooperative corporation.

______________________________
Notary Public
CONSENT OF EDA

The EDA hereby consents to the foregoing Assignment on the terms set forth above, including without limitation the modification to the Contract as it applies to the Assignee and the Phase III Property as described therein. This consent shall not be construed as a consent to any future assignment of all or any portion of the interests and obligations of the Assignor under the Contract, whether to Assignee or any other Subdeveloper.

Dated: February ___, 2016

ECONOMIC DEVELOPMENT AUTHORITY
IN AND FOR THE CITY OF MINNETONKA,
MINNESOTA, a Minnesota public body corporate
and politic

By: ______________________________
Terry Schneider
Its: President

By: ______________________________
Geralyn Barone
Its: Executive Director

STATE OF MINNESOTA )
) ss.
COUNTY OF HENNEPIN )

The foregoing instrument was acknowledged before me this ____ day of February, 2016, by Terry Schneider and Geralyn Barone, the President and Executive Director, respectively, of the Economic Development Authority in and for the City of Minnetonka, Minnesota, a public body politic and corporate, on behalf of the Authority.

_______________________________
Notary Public
CONSENT OF CITY

The City of Minnetonka hereby consents to the foregoing Assignment on the terms set forth above including without limitation the modification to the Contract as it applies to the Assignee and the Phase III Property as described therein. This consent shall not be construed as a consent to any future assignment of all or any portion of the interests and obligations of the Assignor under the Contract, whether to Assignee or any other Subdeveloper.

Dated: February _____, 2016

CITY OF MINNETONKA, MINNESOTA, a Minnesota public body corporate and politic

By: ________________________________
    Terry Schneider
Its: Mayor

By: ________________________________
    Geralyn Barone
Its: City Manager

STATE OF MINNESOTA   )
) ss.
COUNTY OF HENNEPIN   )

The foregoing instrument was acknowledged before me this ____ day of February, 2016, by Terry Schneider and Geralyn Barone, the Mayor and City Manager, respectively, of the City of Minnetonka, Minnesota, a public body politic and corporate, on behalf of the City.

_______________________________
Notary Public
EXHIBIT A

Legal Description of Phase III Property

Lot 1, “Glen Lake Park”, except the East 570 feet of Lot 1, according to the recorded plat thereof, Hennepin County, Minnesota.
ASSIGNMENT AND ASSUMPTION

THIS ASSIGNMENT AND ASSUMPTION (this “Assignment”) is executed and delivered by and between Glen Lake Redevelopment LLC, a Minnesota limited liability company (“Assignor” or “Redeveloper”), and Zvago Cooperative at Glen Lake, a Minnesota cooperative corporation (“Assignee” or “Phase III Subdeveloper”), as of February 29, 2016. Assignor and Assignee are referred to collectively in this Assignment as the “Parties.” All capitalized terms not defined herein shall have the meaning given such term in the Contract (as defined herein).

RECITALS

A. Assignor, together with the Economic Development Authority in and for the City of Minnetonka, Minnesota, a Minnesota public body corporate and politic (the “EDA”) and the City of Minnetonka, Minnesota, a Minnesota municipal corporation (the “City”), entered into that certain Second Amended and Restated Contract for Private Redevelopment dated January 4, 2010, recorded in the office of the County Recorder, Hennepin County, Minnesota, on September 16, 2010, as Document No. A9560087, as amended by the First Amendment to Second Amended and Restated Contract for Private Redevelopment, dated May 13, 2013, as amended by the Second Amendment to Second Amended and Restated Contract for Private Redevelopment, dated June 23, 2014, as amended by the Third Amendment to Second Amended and Restated Contract for Private Redevelopment, dated January 26, 2015, as amended by the Fourth Amendment to Second Amended and Restated Contract for Private Redevelopment, dated November 6, 2015, and as further amended by the Fifth Amendment to Second Amended and Restated Contract for Private Redevelopment, dated February 29, 2016, to be recorded in the office of the County Recorder, Hennepin County, Minnesota (collectively, the “Contract”), in connection with the redevelopment of certain real property located in the City further defined therein (the “Redevelopment Property”). Unless otherwise provided in this Assignment, all capitalized terms used herein shall have the meaning assigned to them in the Contract.

B. Under the Contract, Assignor is obligated to undertake certain redevelopment activities in connection with the Redevelopment Property (including, without limitation, the construction of certain Minimum Improvements thereon). Pursuant to Article VIII of the Contract, Assignor is permitted to transfer (or permit the transfer of) portions of the
Redevelopment Property to a Subdeveloper, to assign certain rights and obligations of the Redeveloper under the Contract to a Subdeveloper, and be released from the assigned obligations, all upon the written approval of the EDA.

C. The terms of this Assignment are effective on the date of closing on conveyance of the Phase III Property by the Phase III Property Owners to Assignee (the “Effective Date”).

D. Assignor possesses all right, title and interest in and to the Contract and now desires to sell, assign and transfer to Assignee the following rights and obligations under the Contract in connection with Phase III and the Phase III Property (the “Transferred Obligations”):

1. Sections 2.1 and 2.2, to the extent such representations and warranties relate to Phase III and the Phase III Property.

2. The Parties acknowledge that replatting is not required pursuant to Section 3.4(a) of the Original Agreement.

3. Section 3.4(c), to the extent such covenants relate to Phase III and the Phase III Property. The parties agree and understand that the park dedication fee allocated to Phase III is $26,672, and that SAC and WAC charges and any other Phase III City fees will be the obligation of the Assignee.

4. Section 3.5, to the extent such covenants relate to the Phase III Property.

5. Section 3.7(b), to the extent such section relates to the Phase III Property.

6. Section 3.7(d).

7. Sections 4.1 through 4.4, to the extent such sections relate to Phase III; Section 4.10 to the extent Assignee holds records that relate to Phase III.

8. Article V, to the extent such insurance covenants relate to Phase III.

9. Sections 6.1 through 6.4, to the extent such covenants relate to Phase III and the Phase III Property.

10. Article VII, to the extent such financing covenants relate to Phase III and the Phase III Property.

11. Sections 8.1 and 8.2, to the extent such sections relate to Phase III and the Phase III Property.

12. Section 8.3, to the extent such covenants relate to Phase III and the Phase III Property.
13. Sections 9.1 through 9.4, to the extent they relate to an Event of Default by the Phase III Subdeveloper in connection with any Transferred Obligations.


15. Article X, to the extent such covenants relate to Phase III and the Phase III Property; and provided that the notice address for the Assignee for purposes of Section 10.6 is as follows:

Zvago Cooperative at Glen Lake
3530 Lexington Avenue North #100
Shoreview, MN 55126
Attn: Julie Murray

E. Assignee desires to assume the Transferred Obligations under the terms and conditions hereinafter set forth.

F. Assignee will take all action necessary to obtain a building permit for Phase III.

G. The EDA and the City have consented to the transfer of the Phase III Property and the assignment and assumption of the Transferred Obligations by Assignor to Assignee.

H. Dougherty Mortgage LLC, a Delaware limited liability company (“Lender”) has agreed to make a loan to the Phase III Subdeveloper in the original principal amount of Fourteen Million Eight Hundred Twenty-One Thousand Six Hundred and 00/100ths Dollars ($14,821,600.00) (the “HUD-Insured Loan”) which loan shall be insured by the Federal Housing Administration (the “FHA”) of the United States Department of Housing and Urban Development (“HUD”) under Section 213 of the National Housing Act of 1934, as amended, pursuant to the Commitment to Insure Upon Completion dated January 20, 2016 (FHA Project No. 092-23242), as amended (the “FHA Commitment”).

I. The HUD-Insured Loan will be evidenced by that certain Note (Multistate) dated March 1, 2016 (the “HUD Note”) executed by the Phase III Subdeveloper in favor of Lender in the original principal amount of the HUD-Insured Loan and will be secured in part by (i) that certain Multifamily Mortgage, Assignment of Leases and Rents and Security Agreement dated March 1, 2016 (the “HUD Mortgage”) executed by the Phase III Subdeveloper in favor of Lender, and by (ii) the Regulatory Agreement for Multifamily Housing Projects dated March 1, 2016 (the “HUD Regulatory Agreement”) executed by and between the Phase III Subdeveloper and the United States Department of Housing and Urban Development. The HUD Note, the HUD Mortgage, the HUD Regulatory Agreement and all other loan and security documents executed in connection with the HUD-Insured Loan are collectively referred to herein as the “HUD Loan Documents.”
J. As a condition to the making of the HUD-Insured Loan to the Phase III Subdeveloper, Lender and HUD require that the Contract, to the extent assigned to the Phase III Subdeveloper and as applicable to and encumbering the Phase III Property only, be amended to include certain HUD provisions and that the Contract be subordinated to the HUD-Insured Loan and the HUD Loan Documents.

ASSIGNMENT AND ASSUMPTION

NOW THEREFORE, FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. **Assignment.** Assignor does hereby sell, assign, transfer, convey, set over and deliver the Transferred Obligations to Assignee, effective as of the Effective Date.

2. **Assumption.** Assignee hereby accepts the foregoing assignment and transfer of the Transferred Obligations and promises and agrees to assume all liabilities of the Transferred Obligations, and faithfully perform all covenants, stipulations, agreements and commitments thereto appertaining, effective as of the Effective Date.

3. **Release of Assignor.** As of the Effective Date, Assignor shall be released of the Transferred Obligations.

4. **Contract Modified.** The Assignee acknowledges that, in addition to the Transferred Obligations referenced above, the portion of the Contract transferred to and assumed by the Assignee is deemed modified to include the following Article XII:

**ARTICLE XII**

**PHASE III PROPERTY - HUD REQUIREMENTS**

This Article XII is applicable to and shall be enforced only with regard to the Phase III Property and the rights, duties and obligations of the parties under this Agreement with regard to the Phase III Property and Phase III Minimum Improvements, operation and use of the Phase III Minimum Improvements.

**Section 12.1.** In the event of any conflict between any provision contained elsewhere in this Agreement (as it relates only to the Phase III Property and Phase III Minimum Improvements) and any provision contained in this Article XII, the provisions contained in this Article XII shall govern and be controlling in all respects as set forth more fully herein.

**Section 12.2.** The following terms shall have the following definitions:


“HUD” means the United States Department of Housing and Urban Development.
“HUD Regulatory Agreement” means the Regulatory Agreement for Multifamily Projects between the Phase III Subdeveloper and HUD with respect to the Project, as the same may be supplemented, amended or modified from time to time.

“Lender” means Dougherty Mortgage LLC, a Delaware limited liability company, its successors and assigns.

“Mortgage Loan” means the mortgage loan made by Lender to the Phase III Subdeveloper pursuant to the Mortgage Loan Documents with respect to the Project.

“Mortgage Loan Documents” means the Security Instrument, the HUD Regulatory Agreement and all other documents required by HUD or Lender in connection with the Mortgage Loan.

“National Housing Act” means the National Housing Act of 1934, as amended.

“Phase III Subdeveloper” means Zvago Cooperative at Glen Lake, a Minnesota cooperative corporation, its successors and assigns.

“Program Obligations” has the meaning set forth in the Security Instrument.

“Security Instrument” means the mortgage or deed of trust from the Phase III Subdeveloper in favor of Lender, as the same may be supplemented, amended or modified.

Section 12.3. Notwithstanding anything in this Agreement to the contrary, the provisions hereof are expressly subordinate to (i) the Mortgage Loan Documents, including without limitation, the Security Instrument, and (ii) Program Obligations (the Mortgage Loan Documents and Program Obligations are collectively referred to herein as the “HUD Requirements”). The Phase III Subdeveloper covenants that it will not take or permit any action that would result in a violation of the Code, HUD Requirements or this Agreement. In the event of any conflict between the provisions of this Agreement and the provisions of the HUD Requirements, HUD shall be and remains entitled to enforce the HUD Requirements. Notwithstanding the foregoing, nothing herein limits the EDA’s or the City’s ability to enforce the terms of this Agreement, provided such terms do not conflict with statutory provisions of the National Housing Act or the regulations related thereto. The Phase III Subdeveloper represents and warrants that to the best of Phase III Subdeveloper’s knowledge this Agreement imposes no terms or requirements that conflict with the National Housing Act and related regulations.

5. Status of Contract / Amendment to Prevail. The Contract remains in full force and effect, and is not modified except as expressly provided in this Assignment.

6. Binding Effect; Governing Law. This Assignment shall be binding upon and shall inure to the benefit of the Parties hereto and their respective successors and assigns. This Assignment shall be governed by, construed and enforced under the laws of the State of Minnesota. This Assignment shall only be effective and shall be contingent upon the consent of the EDA, in writing below. The Parties shall execute and deliver such further and additional instruments, agreements and other documents as may be reasonably necessary to evidence or carry out the provisions of this Assignment.
7. **Governing Law.** This Agreement is made and executed in the State of Minnesota and shall be governed by the laws of said State.

8. **Counterparts.** This Assignment may be executed in any number of counterparts, each of which when so executed and delivered shall constitute an original, but together shall constitute one and the same instrument.

[Signature pages follow]
ASSIGNOR’S SIGNATURE PAGE
FOR
ASSIGNMENT AND ASSUMPTION

IN WITNESS WHEREOF, the Parties hereto have executed this Assignment as of the date first above written.

ASSIGNOR:
GLEN LAKE REDEVELOPMENT LLC, a Minnesota limited liability company

By:___________________________________________
   Its Chief Manager

STATE OF MINNESOTA          )
 ) ss.
COUNTY OF HENNEPIN          )

The foregoing instrument was acknowledged before me this _____ day of March, 2016, by Thomas Wartman, the Chief Manager of Glen Lake Redevelopment LLC, a Minnesota limited liability company, on behalf of the company.

__________________________________________
Notary Public

Drafted by:
KENNEDY & GRAVEN, CHARTERED (JAE)
200 South Sixth Street, Suite 470
Minneapolis, MN 55402
Telephone: 612-337-9300
ASSIGNEE’S SIGNATURE PAGE
FOR
ASSIGNMENT AND ASSUMPTION

IN WITNESS WHEREOF, the Parties hereto have executed this Assignment as of the date first above written.

ASSIGNEE:
ZVAGO COOPERATIVE AT GLEN LAKE, a Minnesota cooperative corporation

By: ________________________________
Its: ________________________________

STATE OF MINNESOTA  )
    ) ss.
COUNTY OF HENNEPIN  )

The foregoing instrument was acknowledged before me this _____ day of March, 2016, by __________________________, the _____________________ of Zvago Cooperative at Glen Lake, a Minnesota cooperative corporation, on behalf of the cooperative corporation.

____________________________________
Notary Public
CONSENT OF EDA

The EDA hereby consents to the foregoing Assignment on the terms set forth above, including without limitation the modification to the Contract as it applies to the Assignee and the Phase III Property as described therein. This consent shall not be construed as a consent to any future assignment of all or any portion of the interests and obligations of the Assignor under the Contract, whether to Assignee or any other Subdeveloper.

Dated: February ___, 2016

ECONOMIC DEVELOPMENT AUTHORITY
IN AND FOR THE CITY OF MINNETONKA,
MINNESOTA, a Minnesota public body corporate and politic

By:______________________________
    Terry Schneider
Its:    President

By:______________________________
    Geralyn Barone
Its:    Executive Director

STATE OF MINNESOTA    )
) ss.
COUNTY OF HENNEPIN    )

The foregoing instrument was acknowledged before me this _____ day of February, 2016, by Terry Schneider and Geralyn Barone, the President and Executive Director, respectively, of the Economic Development Authority in and for the City of Minnetonka, Minnesota, a public body politic and corporate, on behalf of the Authority.

______________________________
Notary Public
CONSENT OF CITY

The City of Minnetonka hereby consents to the foregoing Assignment on the terms set forth above including without limitation the modification to the Contract as it applies to the Assignee and the Phase III Property as described therein. This consent shall not be construed as a consent to any future assignment of all or any portion of the interests and obligations of the Assignor under the Contract, whether to Assignee or any other Subdeveloper.

Dated: February _____, 2016

CITY OF MINNETONKA, MINNESOTA, a
Minnesota public body corporate and politic

By:______________________________
    Terry Schneider
    Its: Mayor

By:______________________________
    Geralyn Barone
    Its: City Manager

STATE OF MINNESOTA  )
    ) ss.
COUNTY OF HENNEPIN  )

The foregoing instrument was acknowledged before me this _____ day of February, 2016, by Terry Schneider and Geralyn Barone, the Mayor and City Manager, respectively, of the City of Minnetonka, Minnesota, a public body politic and corporate, on behalf of the City.

____________________________________
Notary Public
EXHIBIT A

Legal Description of Phase III Property

Lot 1, “Glen Lake Park”, except the East 570 feet of Lot 1, according to the recorded plat thereof, Hennepin County, Minnesota.
Addendum
Minnetonka City Council
Meeting of March 28, 2016

14A. Resolution approving HUD Subordination Language and Extension of Time to commence construction for Phase III of Glen Lake Development

Attached is a change memo from the city planner clarifying the voter requirement for the item.

Addendum
Economic Development Authority
Meeting of March 28, 2016

5A. Resolution approving HUD Subordination Language and Extension of Time to commence construction for Phase III of Glen Lake Development

Attached is a change memo from the city planner clarifying the voter requirement for the item.
Memorandum

To: City Council
From: Loren Gordon, AICP, City Planner
Date: March 28, 2016
Subject: Change Memo for March 28, 2016

14A – Resolution approving HUD Subordination Language and Extension of Time to commence construction for Phase III of Glen Lake Development

Voting was omitted from the agenda. The approval of the resolution requires a majority vote (4 votes).
Memorandum

To: Economic Development Authority

From: Loren Gordon, AICP, City Planner

Date: March 28, 2016

Subject: Change Memo for March 28, 2016

5A – Resolution approving HUD Subordination Language and Extension of Time to commence construction for Phase III of Glen Lake Development

Voting was omitted from the agenda. The approval of the resolution requires a majority vote (4 votes).