

AGENDA

Greenwood City Council Meeting

Wednesday, May 7, 2014
20225 Cottagewood Road, Deephaven, MN 55331



*The public is invited to address the council regarding any agenda item.
If your topic is not on the agenda, you may speak during Matters from the Floor.
Agenda times are approximate.*

- 7:00pm 1. CALL TO ORDER ~ ROLL CALL ~ APPROVE AGENDA
- 7:00pm 2. CONSENT AGENDA
Council members may remove consent agenda items for discussion. Removed items will be put under Other Business.
- A. Approve: 04-02-14 City Council Worksession Minutes
 - B. Approve: 04-02-14 City Council Meeting Minutes
 - C. Approve: 04-10-14 Local Board of Appeal & Equalization Minutes
 - D. Approve: 04-24-14 Local Board of Appeal & Equalization Reconvene Minutes
 - E. Approve: March Cash Summary Report
 - F. Approve: April Verifields, Check Register, Electronic Fund Transfers
 - G. Approve: May Payroll Register
 - H. Approve: Public Access Procedures
- 7:05pm 3. MATTERS FROM THE FLOOR
This is an opportunity for the public to address the council regarding matters not on the agenda. The council will not engage in discussion or take action on items presented at this time. However, the council may ask for clarification and may include items on a future agenda. Comments are limited to 3 minutes.
- 7:10pm 4. PRESENTATIONS, REPORTS, GUESTS & ANNOUNCEMENTS
- A. Meet: Planning Commission Applicant Lake Bechtell
 - B. Presentation: Quarterly Police Update
 - C. Presentation: City Engineer Dave Martini
 - I. Road Project Recommendations
 - II. Discuss: Removal of Minnetonka Blvd Barrier Posts (to improve road drainage)
 - D. Announcement: City Council / Planning Commission Joint Worksession, Jake O'Connor's Wednesday 5/21, Approximately 8pm (following the planning commission meeting)
- 7:45pm 5. PUBLIC HEARINGS
- A. Ordinance 232, Amending Section 1140.40 Regarding Signs in Residential Areas
- 7:50pm 6. UNFINISHED BUSINESS
- A. 2nd Reading: Ordinance 230 (chapter 2) and Ordinance 231 (chapter 11), Permitting Temporary Suspension of the Planning Commission in Exigent Circumstances
- 8:00pm 7. NEW BUSINESS
- A. Consider: Res 10-14, Update of 2014 Appointments & Assignments
 - B. Consider: Res 11-14, Findings of Fact for Conditional Use Permit Request, Excelsior Entertainment, LLC (Old Log), 5185 Meadville Street
 - C. Consider: Proposal for Limited-Use Dock by Greenwoods on the Lake
 - D. 1st Reading: Ordinance 229, Amending 1179 Shoreland Management District Ordinance Relating to Impervious Surfaces in Residential Districts
 - E. 1st Reading: Ordinance 232, Amending Section 1140.40 Regarding Signs in Residential Areas
 - F. Discuss: Assessor Contract
 - G. Consider: Lake Minnetonka Communications Commission Franchise Renewal Agreement
 - H. Consider: Amendment to South Lake Minnetonka JPA (to allow majority vote for budgets)
 - I. Consider: Contribution to 2014 Lake Minnetonka July 4th Celebration
- 9:30pm 8. OTHER BUSINESS
- A. None
- 9:30pm 9. COUNCIL REPORTS
- A. Cook: Planning Commission
 - B. Fletcher: Lake Minnetonka Communications Commission, Fire
 - C. Kind: Police, Administration, Mayors' Meetings, Website, Southshore Center Committee
 - D. Quam: Roads & Sewer, Minnetonka Community Education, St. Alban's Bay Bridge
 - E. Roy: Lake Minnetonka Conservation District, Lake Improvement District
- 9:45pm 10. ADJOURNMENT



Agenda Item: Consent Agenda

Summary: The consent agenda typically includes the most recent council minutes, cash summary report, verified report, electronic fund transfers, and check registers. The consent agenda also may include the 2nd reading of ordinances that were approved unanimously by the council at the 1st reading. Council members may remove consent agenda items for further discussion. Removed items will be placed under Other Business on the agenda.

Council Action: Required. Possible motion ...

1. I move the council approves the consent agenda items as presented.

MINUTES

Greenwood City Council Meeting

Wednesday, April 2, 2014

20225 Cottagewood Road, Deephaven, MN 55331



1. CALL TO ORDER ~ ROLL CALL ~ APPROVE AGENDA

Mayor Kind called the meeting to order at 7:05pm.

Members Present: Mayor Kind; Councilmembers Bill Cook, Tom Fletcher, Bob Quam, and Rob Roy

Others Present: City Zoning Administrator / City Clerk Gus Karpas

Members Absent: None

Motion by Fletcher, second by Cook, to approve the agenda with the removal of item 6B Proposal for Increased Plantings Along Excelsior Blvd. Motion passed 5-0.

2. CONSENT AGENDA

- A. Approve: 03-05-14 City Council Worksession Minutes
- B. Approve: 03-05-14 City Council Meeting Minutes
- C. Approve: February Cash Summary Report
- D. Approve: March Verifieds, Check Register, Electronic Fund Transfers
- E. Approve: April Payroll Register

Motion by Kind, second by Quam, to approve the consent agenda items as presented. Motion passed 5-0.

3. MATTERS FROM THE FLOOR

- A. None

4. PRESENTATIONS, REPORTS, GUESTS & ANNOUNCEMENTS

- A. Announcement: Local Board of Appeal & Equalization Meetings, 6pm, 4/10 and 4/24
- B. Announcement: Greenwood Spring Clean-Up Day, 7am, 5/3

No council action taken.

5. PUBLIC HEARINGS

- A. None

6. UNFINISHED BUSINESS

- A. 1st Reading: Ordinance 230 (chapter 2) and Ordinance 231 (chapter 11), Permitting Temporary Suspension of the Planning Commission in Exigent Circumstances

Motion by Cook, second by Roy, to approve the 1st reading of ordinances 230 and 231 as presented. Motion passed 3-2 with Fletcher and Quam voting nay.

7. NEW BUSINESS

- A. Consider: Res 09-14, Variance Findings of Fact, Richard Sundberg, 5125 West St.

Motion by Roy, second by Cook, to approve resolution 09-14 approving the variance application of Richard Sundberg as with the condition that the shed be moved to the side yard and comply with the city's setback requirements for accessory structures. I further move the council directs the city clerk to mail a copy of the findings to the applicant and the DNR, and place an Affidavit of Mailing for the mailing in the property file. Motion passed 3-1-1 with Fletcher voting nay and Quam abstaining.

- B. 1st Reading: Ordinance ___ Repealing Fire Code Appendix D, Fire Access Roads

No council action taken.

- C. Consider: City's Participation with Southshore Center

Motion by Fletcher, second by Roy, to authorize the mayor to proceed with further discussions regarding The Cove concept with the remaining owner cities, Minnetonka Community Education, and the ADVANTAGE program advisers. And further acknowledge the following:

- a. **General agreement with the formula for "now" capital expenses that shares costs based on ownership percentages and shares Deephaven's portion of the costs based on current population percentages.**
- b. **General agreement with Tonka Bay that any profits gained from The Cove operations must be set aside for future capital improvements.**
- c. **General agreement with Tonka Bay that this is the last chance for Greenwood's participation in the facility. If The Cove concept does not come close to breaking even after the 3-year pilot project, then Greenwood will consider withdrawing from participation.**

Motion passed 5-0.

- D. Consider: Res 10-14, Authorizing Feasibility Study for Lake Minnetonka Scenic Byway

No council action taken.

- E. Discuss: Potential Ordinances Regarding City Council Parliamentary Procedures, Residency, Attendance, and Participation Standards

No council action taken.

8. OTHER BUSINESS

- A. None

9. COUNCIL REPORTS

- A. Cook: Planning Commission
- B. Fletcher: Lake Minnetonka Communications Commission, Fire
- C. Kind: Police, Administration, Mayors' Meetings, Website, Southshore Center Committee
- D. Quam: Roads & Sewer, Minnetonka Community Education, St. Alban's Bay Bridge
- E. Roy: Lake Minnetonka Conservation District, Lake Improvement District

No council action was taken on any of the council reports.

10. ADJOURNMENT

Motion by Roy, second by Quam, to adjourn the meeting at 9:13pm. Motion passed 5-0.

This document is intended to meet statutory requirements for city council meeting minutes. A video recording was made of the meeting, which provides a verbatim account of what transpired. The video recording is available for viewing on LMCC TV channel 8 for 1 month, at www.lmcc-tv.org for 1 year, and on DVD at the city office (permanent archive).

Greenwood City Council as Board of Appeal and Equalization
Wednesday, April 2, 2014 - 6:00 PM
Council Chambers 20225 Cottagewood Road Deephaven, MN 55331

MINUTES

1. Call to Order/Roll Call/Approval of Agenda

Mayor Kind called the meeting to order at 6:00 PM

Councilmembers present: Cook, Kind, Fletcher, Quam, and Roy

Councilmembers absent: None

Staff present: Clerk Karpas

Hennepin County Assessors: Mike Smerdon, Melissa Potter and Jim Atchinson

Councilmember Quam moved to approve the agenda. Second by Councilmember Roy. Motion carried 5-0.

2. Pre-Board Worksession with Assessors

Mayor Kind reviewed the appeals process. She introduced the representatives from Hennepin County and asked if they had any comments.

Mike Smerdon, Hennepin County, informed the Council that valuations increased 10.5% for lake properties, 12.2% for non-lake properties and 26.6% for condo properties. He reminded the Council that the assessment process included a canvass of 20% of the city, a review of the year's building permits and the past sales information.

Mayor Kind questioned the gap between the assessment growth and media sales ratio, noting the City of Greenwood seems to have a greater gap between the sales ratio and assessment increase compared to other south lake area communities. Mr. Smerdon said that is due to the fact the current Greenwood sales are closer to the assessed value compared to other cities.

The Council discussed a number of questions raised in an email drafted by the Mayor addressing issues ranging from outliers in land and building increases, the large increase in the condo assessment and basing of the assessment on such a small number of sales.

Mayor Kind commented that it feels like the city lags when the market is going down and property taxes are decreasing, but leads when it rebounds and taxes increase. She feels the assessments bounce around too much and are based on too few sales.

Mr. Smerdon said a number of the increases were done as a process of equalization. He said at the end of the day, the assessments are trying to match what the property is worth to a willing buyer.

Mayor Kind asked if there is anything that can be done if the city council believes that more than a 1% adjustment is needed. Mr. Atchinson stated that there is nothing the city council can do beyond the city council's 1% authority.

3. Adjourn

Councilmember Cook moved to adjourn the meeting at 6:58 p.m. Second by Councilmember Quam. Motion carried 5-0.

Respectfully submitted,

Gus E. Karpas
Greenwood City Clerk

MINUTES

Meeting of the Greenwood City Council Acting as the Local Board of Appeal & Equalization



6pm, Thursday, April 10, 2014
20225 Cottagewood Road, Deephaven, MN 55331

1. CALL TO ORDER ~ ROLL CALL ~ APPROVE AGENDA

Mayor Kind called the meeting to order at 6pm.

Members Present: Mayor Kind; Councilmembers Bill Cook (arrived at 6:10pm), Tom Fletcher, Bob Quam, and Rob Roy

Others Present: Assessors Rob Winge and Michael Smerdon

Members Absent: None

Motion by Roy to approve the agenda. Second by Quam. Motion passed 4-0.

Mayor Kind explained the appeal process. The board will gather information from the property owners and assessor at the 4/10 meeting. Over the next two weeks the assessor will visit each of the properties on the roster. By law the board cannot make a change to any property listed on the roster if they refuse entry to the assessor. It was noted that the Villas manager has a master key to allow entry to the Villa units if approved by the individual unit owners. The board may make street-wide changes even if the assessor has not viewed interior of all of the homes on the given street. The board will reconvene at 6pm on 4/24 to hear the assessor's recommendations and take final action. Property owners are not required to attend the 4/24 meeting, but are welcome to do so. Property owners will be notified of board action in writing.

2. ASSESSORS' PRESENTATION REGARDING PROPERTIES ON ROSTER

The assessors presented information regarding the below valuations as each was discussed by the property owner and the board.

3. ROSTER OF PROPERTY VALUATION APPEALS:

- A. David & Susan Walsh, 21630 Fairview Street. Submitted an appeal in writing to request the reduction that other Fairview Street neighbors received in 2013. Mr. Walsh's full letter is in the city's files for the public record.
- B. VILLA PROPERTY OWNERS. The below Villa property owners directly contacted the city and / or assessor and asked to be included on the official roster. Several Villa property owners were in attendance at the 4/10 meeting. Bill Darusmont was authorized to speak on behalf of the Villa owners.

Lanna Kimmerle, 21955 Minnetonka Blvd #1

Bill Darusmont, 21955 Minnetonka Blvd #4. Spoke on behalf of the Villa owners. He noted that (1) They are receiving a 22%-29% increase based on one sale and believe that the one sale was not an arms-length transaction. (2) They are concerned that the current listing for unit #20 was factored into their increase. He noted that listings typically start out high and end up having several reductions before they sell. (3) Greenwood's average increase for on-lake properties was 10.5%. (4) The land increased by an average of 40.6% even though the adjacent shoreline along Byron Circle had an average land increase of 6.47%. (5) They are concerned how a 22%-29% increase will affect their taxes.

Bill Slattery, 21955 Minnetonka Blvd #5. Submitted an appeal in writing to request the maximum relief that the board can provide based on the following points (1) The Villas land value is out of line compared to other lakeshore properties in the city. (2) The Byron Circle neighbors' are valued between \$19.80 and \$21.90 per square foot compared to the Villa's value of \$151 per square foot. (3) The Byron Circle neighbors received a 6.5% land increase compared to a 40.7% increase for the Villas. Mr. Slattery's full letter is in the city's files for the public record.

Randy Hendricks & Janet Stone, 21955 Minnetonka Blvd #8

Tom Gartner, 21955 Minnetonka Blvd #9

Judith Sirota, 21955 Minnetonka Blvd #10

John Reimann, 21957 Minnetonka Blvd #12. Was present at the 4/10 meeting and stated that he had a 2012 appraisal for his property that he will send to the board.

Ray Richelsen, 21957 Minnetonka Blvd #17

Mitchell Stover, 21957 Minnetonka Blvd #18

Debra Antone, 21957 Minnetonka Blvd #19. Submitted an appeal in writing. She agrees with the points made in Bill Slattery's letter and added that she believes her value should be reduced because her view of Big Island has been blocked by the new building across the street.

- C. David & Kaylene Kickhafer, 5170 Greenwood Circle. Submitted their appeal verbally. The assessor met with the Kickhafers and agreed on a value reduction. The assessor will send the amount of the reduction to the board.
- D. Tom & Joan Moser, 21670 Fairview Street. Submitted their appeal verbally. The assessor met with the Mosers and understood that they were in agreement with their assessment as is.
- E. Karen Koehnen, 5200 Meadville Street. Presented her case in person. She stated that her neighbor's construction cost for their new home was \$1.1 million, yet the assessor set their building valuation at \$606,000 of their total \$2,066,000 valuation. She believes that the undervaluation of the neighbor's building is causing their land value to be distorted and is being used as justification for the increase to her land value. She stated that her property is similar to her neighbors and a fair land valuation for her property would be \$1 million.
- F. Miles Canning, 21100 Excelsior Blvd. Submitted his appeal in writing and in person. He stated that his property has only 12 feet of lake frontage and has been the subject of a legal battle in the past that resulted in a restricted use of the lakeshore. He believes this restricted use was not factored into his assessment and he would like this to be a permanent note in the assessor's file for his property. He stated that he believes his land value should be \$490,000. Mr. Canning's full letter is in the city's files for the public record.
- G. Sally Olson, 4860 Lodge Lane. Submitted her appeal verbally. The assessor has met with Ms. Olson and has not had a chance to determine his recommendation yet. He will report his recommendation to the board at the 4/24 reconvene meeting.
- H. David Rubenstein, 21885 Fairview Street. Submitted his appeal verbally. The assessor will be making a classification change from seasonal to residential for this property. The assessor will make his recommendation regarding any valuation change at the 4/24 reconvene meeting.
- I. Mike Hopfenspirger, 5100 Manor Road. Submitted his appeal verbally. The assessor met with Mr. Hopfenspirger and agreed on a value reduction. The assessor will send the amount of the reduction to the board.
- J. Tim Burton, 5150 Meadville Street. Submitted his appeal in writing. He believes a 10% increase would be more appropriate for the current market.
- K. John Trautz, PID 26117023240022 (Meadville vacant land). Presented his case in person. Mr. Trautz stated that the city deemed his property to be "unbuildable" in 2007 and that he would like his value to be similar to other unbuildable lots in the city.
- L. Theresa Pfister, 21580 Fairview Street. The assessor will be recommending a classification change from seasonal to residential for this property.
- M. T Ritchie & K Ekstrom-Ritchie, 5210 Meadville Street. Submitted an appeal to the assessor verbally. They would like their \$693,000 building value changed to be lower than the larger home next door (\$493,000).

- N. CL Dahlin & GR Dahlen, 21350 Excelsior Blvd. Submitted an appeal to the assessor verbally. Believes their 27.24% increase is too high compared to the market.
- O. Jeffery Svendson, 5050 Kings Court. Submitted an appeal to the assessor verbally. He believes his 9.56% increase is too high compared to the market.
- P. Greenwood Marina LLC (Kent Carlson), 21900 Minnetonka Blvd. PID 2611723330012. The assessor will be adding a building value of \$248,000 for the partially completed building.

4. ADJOURN OR RECESS TO THURSDAY, APRIL 24, 2014

**Motion by Roy to recess the meeting at 8:05pm and reconvene at 6pm on Thursday, April 24, 2014.
Second by Cook. Motion carried 5-0.**

Greenwood City Council Acting as the Local Board of Appeal & Equalization

Thursday, April 24, 2014 - 6:00 PM

Council Chambers 20225 Cottagewood Road Deephaven, MN 55331

MINUTES

1. Call to Order/Roll Call/Approval of Agenda

Mayor Kind reconvened the meeting at 6:00 PM

Councilmembers present: Cook, Kind, Fletcher, Quam and Roy

Councilmembers absent: None

Staff present: Clerk Karpas

Hennepin County Assessors: Mike Smerdon, Rob Winge and Earl Zent

Mayor Kind explained tonight's meeting was a reconvene of the April 10 Local Board of Appeal & Equalization (LBAE) meeting. The Council will hear the recommendation of the Assessor on those who previously appealed their valuation, then the residents who disagree with the determination will have the opportunity to make their case on what they believe a fair valuation would be for their property and the Council, acting as the LBAE will make a final determination at the end of the meeting.

2. Roster of Property Valuation Appeals

Mayor Kind reviewed the appeals process. She said there were a number of appeals before the LBAE.

The Council discussed the appeals and Assessor recommendations on the following properties; 21100 Excelsior Boulevard, 21230 Excelsior Boulevard, 21350 Excelsior Boulevard, 21580 Fairview Street, 21630 Fairview Street, 21670 Fairview Street, 21885 Fairview Street, 5170 Greenwood Circle, 5050 Kings Court, 4860 Lodge Lane, 5100 Manor Road, 5150 Meadville Street, 5200 Meadville Street, PID 26-117 23 24 0022 (Meadville Street vacant land), 21900 Minnetonka Boulevard, Units 1, 4, 5, 6, 9, 10 of 21955 Minnetonka Boulevard and Units 12, 14, 16, 17 and 19 of 21957 Minnetonka Boulevard.

It was noted that the LBAE could not take official action on Unit 12, 21957 Minnetonka Boulevard or 21630 Fairview Street since the Assessor was not able to gain access to the homes.

Mark Setterholm, 5250 Meadville Street, said he was unable to attend the first meeting but wanted to appeal the 35% increase in his land value. Mayor Kind said the Board could not take any action on his request tonight but could add him to the appeal list to reserve his right to appeal to the County Board.

The Council discussed the amount of value available to reduce the impact the new valuations put on the Villas. Councilmember Fletcher noted some of the increases were already reduced by the Assessor and the concept of providing a blanket reduction of the Villas is not the same as it was when the Board made a change for the properties along Fairview Street in 2013. He said those were based on what the Board felt was an error on the valuation increased due to an unusual sale. He was not supportive of a

reduction for those Villa owners who did not approach the Board or specifically contact the Assessor for a reduction.

Earl Zent, Hennepin County Assessor's Office, discussed the Council's intent on using its authority to reduce assessments by 1%, concerned that there is a perception that his office is doing "something wrong" in their assessment of the city. He questioned reduction for taxpayers who were not seeking reductions stating that only shifts the burden onto other taxpayers and magnifies the increases for 2015. Mr. Zent understands the issues involved with the valuation with the Villas and they will work on a better understanding on them next year, but if the two units currently for sale sell for their asking price, the prices will increase as they did this year. He said reductions by the Council will set the tone for future reductions and asked the Council to reconsider mass reductions for parcels that didn't seek reductions since it could cause ramifications in the future.

Councilmember Quam stated it's not the Board's job to fix assessments for people who didn't appeal their valuation. Mr. Zent noted that nearly ten percent of the properties in Greenwood were appealing their valuation. He said either his office was doing a bad job or there was something else at play. Councilmember Fletcher noted if the Villa properties were removed from the equation, most of the appeals were worked out prior to tonight's meeting. Councilmember Roy noted that some of the valuation adjustments were significant so it shows the process works. He commented the city has had three different assessors from Hennepin County since in recent years which he believes leads to a lack of familiarity with the city.

The Council discussed a change for the Villas. Mayor Kind supported a change for all the Villas since it was implied at the first LBAE meeting, when more of the Villa residents were present that the Council would consider a Villa-wide adjustment. She believes this is why more of them did not submit formal appeals. Councilmember Quam supports the idea, but doesn't believe those who didn't show up should get a bigger advantage over those who did. Councilmember Fletcher was not supportive of a change for all Villa owners.

Mayor Kind moved to set the land value for PID number 26-117-23 24 0022 at \$21,000, the building value at \$0 for a total valuation of \$21,000. Second by Cook. Motion carried 5-0.

Mayor Kind moved to set the land value for PID number 35-117-23 11 0058 at \$563,000, the building value at \$10,000 for a total valuation of \$573,000. Second by Cook. Motion carried 5-0.

Mayor Kind moved to set the land value for PID number 35-117-23 12 0004 at \$795,000, the building value at \$75,000 for a total valuation of \$870,000. Second by Cook. Motion carried 5-0.

Mayor Kind moved to set the land value for PID number 35-117-23 12 0009 at \$1,154,000, the building value at \$103,000 for a total valuation of \$1,257,000. Second by Cook. Motion carried 5-0.

Mayor Kind moved to maintain the land value for PID number 26-117-23 13 0010 at \$1,695,000, the building value at \$506,000 for a total valuation of \$2,201,000 and to reclassify the property from seasonal to residential. Second by Cook. Motion carried 5-0.

Mayor Kind moved to accept the Assessor's recommendation and maintain the land value for PID number 26-117-23 24 0014 at \$1,160,000, the building value at \$252,000 for a total valuation of \$1,412,000. Second by Cook. Motion carried 5-0.

Mayor Kind moved to set the land value for PID number 26-117-23 24 0012 at \$1,247,000, the building value at \$167,000 for a total valuation of \$1,414,000. Second by Cook. Motion carried 5-0.

Mayor Kind moved to maintain the land value for PID number 26-117-23 31 0002 at \$117,000, the building value at \$254,000 for a total valuation of \$371,000 and to reclassify the property from seasonal to residential. Second by Cook. Motion carried 5-0.

Mayor Kind moved to set the land value for PID number 26-117-23 42 0047 at \$273,000, the building value at \$200,000 for a total valuation of \$473,000. Second by Cook. Motion carried 5-0.

Mayor Kind moved to set the land value for PID number 26-117-23 13 0057 at \$340,000, the building value at \$500,000 for a total valuation of \$840,000. Second by Cook. Motion carried 5-0.

Mayor Kind moved to set the land value for PID number 26-117-23 41 0052 at \$342,000, the building value at \$375,000 for a total valuation of \$717,000. Second by Cook. Motion carried 5-0.

Mayor Kind moved to set the land value for PID number 26-117-23 32 0010 at \$1,302,000, the building value at \$165,000 for a total valuation of \$1,467,000. Second by Cook. Motion carried 5-0.

Mayor Kind moved to set the land value for PID number 26-117-23 32 0006 at \$1,175,000, the building value at \$25,000 for a total valuation of \$1,200,000. Second by Cook. Motion carried 4-1. Councilmember Fletcher voted nay.

Mayor Kind moved to set the land value for PID number 26-117-23 32 0023 at \$854,000, the building value at \$693,000 for a total valuation of \$1,547,000. Second by Cook. Motion carried 5-0.

Mayor Kind moved to set the land value for PID number 26-117-23 33 0012 at \$2,963,000, the building value at \$1,698,000 for a total valuation of \$4,661,000. Second by Cook. Motion carried 5-0.

Mayor Kind moved to set the land value for PID number 26-117-23 34 0034 at \$354,000, the building value at \$250,000 for a total valuation of \$604,000. Second by Cook. Motion carried 5-0.

Mayor Kind moved to set the land value for PID number 26-117-23 34 0035 at \$404,000, the building value at \$273,000 for a total valuation of \$678,000. Second by Cook. Motion carried 4-1. Councilmember Fletcher voted nay.

Mayor Kind moved to set the land value for PID number 26-117-23 34 0036 at \$404,000, the building value at \$273,000 for a total valuation of \$678,000. Second by Cook. Motion carried 4-1. Councilmember Fletcher voted nay.

Mayor Kind moved to set the land value for PID number 26-117-23 34 0037 at \$294,000, the building value at \$245,000 for a total valuation of \$539,000. Second by Cook. Motion carried 5-0.

Mayor Kind moved to set the land value for PID number 26-117-23 34 0038 at \$607,000, the building value at \$315,000 for a total valuation of \$922,000. Second by Cook. Motion carried 4-0-1. Councilmember Roy abstained.

Mayor Kind moved to set the land value for PID number 26-117-23 34 0039 at \$642,000, the building value at \$274,000 for a total valuation of \$916,000. Second by Cook. Motion carried 4-1. Councilmember Fletcher voted nay.

Mayor Kind moved to set the land value for PID number 26-117-23 34 0040 at \$555,000, the building value at \$272,000 for a total valuation of \$827,000. Second by Cook. Motion carried 5-0.

Mayor Kind moved to set the land value for PID number 26-117-23 34 0041 at \$642,000, the building value at \$311,000 for a total valuation of \$953,000. Second by Cook. Motion carried 5-0.

Mayor Kind moved to set the land value for PID number 26-117-23 34 0042 at \$624,000, the building value at \$299,000 for a total valuation of \$923,000. Second by Cook. Motion carried 5-0.

Mayor Kind moved to set the land value for PID number 26-117-23 34 0043 at \$620,000, the building value at \$292,000 for a total valuation of \$912,000. Second by Cook. Motion carried 5-0.

Mayor Kind moved to set the land value for PID number 26-117-23 34 0045 at \$276,000, the building value at \$257,000 for a total valuation of \$533,000. Second by Cook. Motion carried 4-1. Councilmember Fletcher voted nay.

Mayor Kind moved to set the land value for PID number 26-117-23 34 0047 at \$405,000, the building value at \$289,000 for a total valuation of \$694,000. Second by Cook. Motion carried 4-1. Councilmember Fletcher voted nay.

Mayor Kind moved to set the land value for PID number 26-117-23 34 0048 at \$405,000, the building value at \$272,000 for a total valuation of \$677,000. Second by Cook. Motion carried 5-0.

Mayor Kind moved to set the land value for PID number 26-117-23 34 0049 at \$642,000, the building value at \$329,000 for a total valuation of 971,000. Second by Cook. Motion carried 5-0.

Mayor Kind moved to set the land value for PID number 26-117-23 34 0050 at \$553,000, the building value at \$285,000 for a total valuation of \$838,000. Second by Cook. Motion carried 5-0.

Mayor Kind moved to set the land value for PID number 26-117-23 34 0051 at \$593,000, the building value at \$289,000 for a total valuation of \$882,000. Second by Cook. Motion carried 5-0.

Mayor Kind moved to set the land value for PID number 26-117-23 34 0052 at \$642,000, the building value at \$462,000 for a total valuation of \$1,104,000. Second by Cook. Motion carried 5-0.

Mayor Kind moved to set the land value for PID number 26-117-23 34 0053 at \$648,000, the building value at \$318,000 for a total valuation of \$966,000. Second by Cook. Motion carried 5-0.

Mayor Kind moved to set the land value for PID number 26-117-23 34 0054 at \$753,000, the building value at \$338,000 for a total valuation of \$1,066,000. Second by Cook. Motion carried 5-0.

Mayor Kind moved to take no action on PID number 26-117-23 33 0004 since the property owner was not able to meet with the Assessor. The motion permits the property owner to take their appeal to the County Board. Second by Cook. Motion carried 5-0.

3. Adjourn

Councilmember Cook moved to adjourn the LBAE. Second by Councilmember Roy. Motion carried 5-0. The Board adjourned at 9:20 p.m.

Respectfully submitted,

Gus E. Karpas
Greenwood City Clerk

Check Issue Date(s): 04/01/2014 - 04/30/2014

Per	Date	Check No	Vendor No	Payee	Check GL Acct	Amount
04/14	04/07/2014	11016	738	AVENET WEB SOLUTIONS	101-20100	90.00
04/14	04/07/2014	11017	762	CATALYST GRAPHICS INC	101-20100	192.29
04/14	04/07/2014	11018	9	CITY OF DEEPHAVEN	101-20100	12,014.58
04/14	04/07/2014	11019	822	ECM PUBLISHERS INC	101-20100	135.00
04/14	04/07/2014	11020	52	EXCELSIOR FIRE DISTRICT	101-20100	32,722.10
04/14	04/07/2014	11021	68	GOPHER STATE ONE CALL	602-20100	23.20
04/14	04/07/2014	11022	3	KELLY LAW OFFICES	602-20100	1,840.00
04/14	04/07/2014	11023	105	METRO COUNCIL ENVIRO SERVICES	602-20100	2,318.22
04/14	04/07/2014	11024	38	SO LAKE MINNETONKA POLICE DEPT	101-20100	26,623.70
04/14	04/07/2014	11025	745	Vintage Waste Systems	101-20100	1,628.25
04/14	04/07/2014	11026	145	XCEL ENERGY	101-20100	227.48
04/14	04/21/2014	11027	51	BOLTON & MENK, INC.	101-20100	1,038.50
04/14	04/21/2014	11028	761	DEBRA KIND	101-20100	9.90
04/14	04/21/2014	11029	700	INFRASTRUCTURE TECHNOLOGIES	602-20100	4,471.00
04/14	04/21/2014	11030	824	STAR TRIBUNE	101-20100	248.60
04/14	04/21/2014	11031	145	XCEL ENERGY	101-20100	410.47
Totals:						<u>83,993.29</u>

Dated: _____

Mayor: _____

City Council: _____

City Recorder: _____

Vendor	Vendor Name	Invoice No	Description	Inv Date	Net Inv Amt
AVENET WEB SOLUTIONS					
738	AVENET WEB SOLUTIONS	34626	DOMAIN NAME REGISTRATION	03/27/2014	90.00
Total AVENET WEB SOLUTIONS					90.00
BOLTON & MENK, INC.					
51	BOLTON & MENK, INC.	0165176	2013 I & I PROJECT	03/31/2014	441.00
		0165177	2013 EXC BLVD OVERSIGHT	03/31/2014	72.50
		0165178	2014 MISC ENGINEERING	03/31/2014	60.00
			2014 MISC ENGINEERING		30.00
		0165179	2014 STREET IMPROVEMENTS	03/31/2014	435.00
Total BOLTON & MENK, INC.					1,038.50
CATALYST GRAPHICS INC					
762	CATALYST GRAPHICS INC	84336	CITY NEWS/MAPS/TRAILS/WATERCRA	03/17/2014	192.29
Total CATALYST GRAPHICS INC					192.29
CITY OF DEEPAVEN					
9	CITY OF DEEPAVEN	APRIL 2014	RENT & EQUIPMENT	04/01/2014	487.45
			Postage		22.08
			SEWER		174.58
			SNOW PLOWING/SANDING/SALT		2,125.20
			BIKE PATH		453.93
			STREETS		87.29
			STORM SEWERS		87.29
			Clerk Services		2,667.20
			1st Qtr Building Permits		5,909.56
Total CITY OF DEEPAVEN					12,014.58
DEBRA KIND					
761	DEBRA KIND	041314	POSTAGE TO HNPNT CNTY	04/13/2014	9.90
Total DEBRA KIND					9.90
ECM PUBLISHERS INC					
822	ECM PUBLISHERS INC	82216	LEGAL NOTICE	03/13/2014	53.20
		86620	LEGAL NOTICE	03/27/2014	81.80
Total ECM PUBLISHERS INC					135.00
EXCELSIOR FIRE DISTRICT					
52	EXCELSIOR FIRE DISTRICT	2ND QTR 2014	2nd Quarter - Operations	04/01/2014	17,629.33
			2nd Quarter - Buildings		15,092.77
Total EXCELSIOR FIRE DISTRICT					32,722.10
GOPHER STATE ONE CALL					
68	GOPHER STATE ONE CALL	99395	Gopher State calls	03/31/2014	23.20
Total GOPHER STATE ONE CALL					23.20
INFRASTRUCTURE TECHNOLOGIES					
700	INFRASTRUCTURE TECHNOLOG	PR140170	MANHOLE MNTNCE	03/26/2014	2,200.00
		PR140171	PIPE GROUTING	03/27/2014	2,271.00

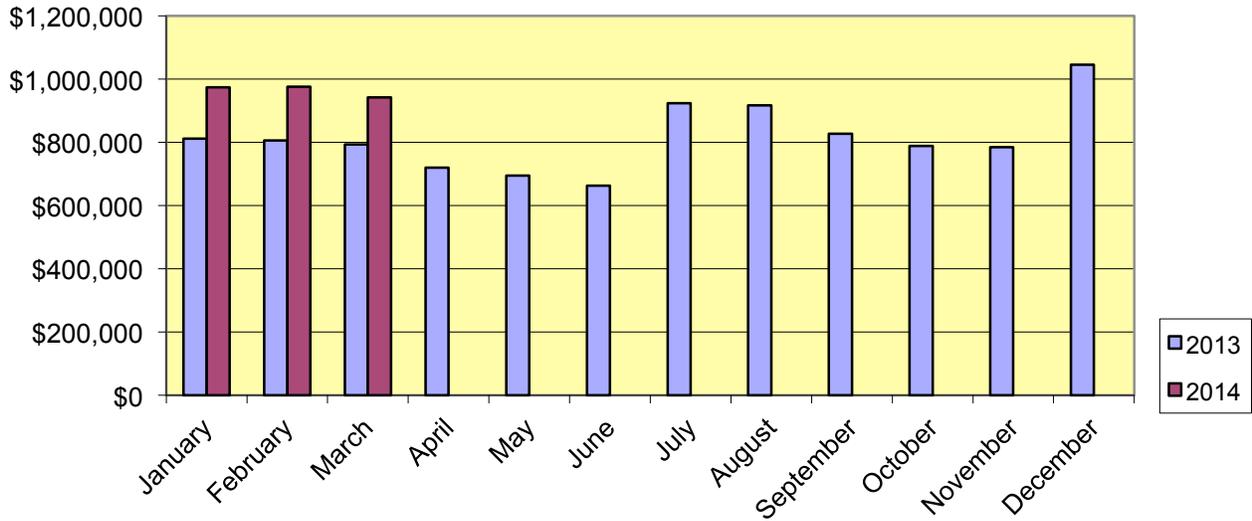
Vendor	Vendor Name	Invoice No	Description	Inv Date	Net Inv Amt
Total INFRASTRUCTURE TECHNOLOGIES					4,471.00
KELLY LAW OFFICES					
3	KELLY LAW OFFICES	6222	GENERAL LEGAL	03/25/2014	1,265.00
		6223	LAW ENFORCE PROSECUTION	03/25/2014	575.00
Total KELLY LAW OFFICES					1,840.00
METRO COUNCIL ENVIRO SERVICES					
105	METRO COUNCIL ENVIRO SERV	0001031805	Monthly wastewater Charge	04/02/2014	2,318.22
Total METRO COUNCIL ENVIRO SERVICES					2,318.22
SO LAKE MINNETONKA POLICE DEPT					
38	SO LAKE MINNETONKA POLICE	APRIL 2014	2nd quarter lease	04/01/2014	11,407.00
		APRIL 2 2014	COURT OVERTIME	04/02/2014	32.12
		APRIL 2014	2014 OPERATING BUDGET EXP	04/01/2014	15,184.58
Total SO LAKE MINNETONKA POLICE DEPT					26,623.70
STAR TRIBUNE					
824	STAR TRIBUNE	040614	LEGAL NOTICE	04/06/2014	248.60
Total STAR TRIBUNE					248.60
Vintage Waste Systems					
745	Vintage Waste Systems	032614	City Recycling Contract	03/26/2014	1,628.25
Total Vintage Waste Systems					1,628.25
XCEL ENERGY					
145	XCEL ENERGY	032514	SIREN	03/25/2014	3.60
			4925 MEADVILLE STREET *		9.59
			Sleepy Hollow Road *		9.60
			LIFT STATION #1		45.13
			LIFT STATION #2		34.41
			LIFT STATION #3		25.11
			LIFT STATION #4		33.78
			LIFT STATION #6		66.26
		040314	Street Lights *	04/03/2014	410.47
Total XCEL ENERGY					637.95

Total Paid: 83,993.29

Total Unpaid: -

Grand Total: 83,993.29

City of Greenwood Monthly Cash Summary



Month	2013	2014	Variance with Prior Month	Variance with Prior Year
January	\$812,019	\$973,698	-\$72,277	\$161,679
February	\$805,692	\$976,134	\$2,436	\$170,442
March	\$793,435	\$942,468	-\$33,666	\$149,033
April	\$720,170		-\$942,468	-\$720,170
May	\$694,987		\$0	-\$694,987
June	\$663,171		\$0	-\$663,171
July	\$924,057		\$0	-\$924,057
August	\$917,234		\$0	-\$917,234
September	\$826,755		\$0	-\$826,755
October	\$788,426		\$0	-\$788,426
November	\$784,533		\$0	-\$784,533
December	\$1,045,975		\$0	-\$1,045,975

Bridgewater Bank Money Market	\$671,745
Bridgewater Bank Checking	\$4,022
Beacon Bank CD	\$243,348
Beacon Bank Money Market	\$18,253
Beacon Bank Checking	\$5,100
	\$942,468

ALLOCATION BY FUND

General Fund	\$298,116
Special Project Fund	\$36,900
General Fund Designated for Parks	\$27,055
Bridge Capital Project Fund	\$98,613
Stormwater Fund	\$13,175
Sewer Enterprise Fund	\$411,606
Marina Enterprise Fund	\$57,003
	\$942,468

Pay Per Date	Jrnl	Check Date	Check Number	Payee	Emp No	Description	GL Account	Amount
05/01/14	PC	05/01/14	5011401	COOK, WILLIAM B.	37		001-10101	184.70
05/01/14	PC	05/01/14	5011402	Fletcher, Thomas M	33		001-10101	84.70
05/01/14	PC	05/01/14	5011403	Kind, Debra J.	34		001-10101	277.05
05/01/14	PC	05/01/14	5011404	Quam, Robert	32		001-10101	184.70
05/01/14	PC	05/01/14	5011405	ROY, ROBERT J.	38		001-10101	184.70
Grand Totals:								<u>915.85</u>



CITY OF GREENWOOD NOTICE

As required by ordinance code section 125, the Greenwood city council appoints city clerk Gus Karpas as the “responsible authority” for the city.

The responsible authority answers inquiries from the public concerning the provision or dissemination of government data. The responsible authority also is charged with creating an inventory of data that the city maintains.

All data is presumed public data unless specifically determined confidential or private by state or federal law.

Updated May 7, 2014



Agenda Number: 4A

Agenda Date: 05-07-14

Prepared by Deb Kind

Agenda Item: Meet Planning Commission Applicant Lake Bechtell

Summary: Each year three to four of planning commission terms expire. Terms are for two years and there is no limit to the number of terms that may be served. Planning commission members are appointed by the city council at the March council meeting and as needed to fill a vacancy. Greenwood residents interested in serving on the planning commission are asked to complete an application available at city hall and on the city website. New applicants also are asked to attend the March council meeting, so the council can conduct a casual "interview." Incumbent applicants typically submit a letter and do not attend the council meeting.

The city received the attached application from Lake Bechtell on 4/21. Lake was invited to the 5/7 city council meeting so the council can meet him and conduct a casual "interview."

Currently seats A-2, Alt-1, and Alt-2 are open on the planning commission. Past protocol has been to appoint new applicants to fill the highest available seat on the commission. Since the council also will be considering other updates to the Appointments & Assignments list, the council will consider taking action on the appointment of Lake Bechtell to the planning commission later on the council agenda.

Council Action: None needed.

Planning Commission Application

Please complete the below form and return to 20225 Cottagewood Road, Deephaven, MN 55331.

You also may submit the application by email to administrator@greenwoodmn.com, or by fax to 952.474.1274. The submission of this application does not obligate you to volunteer for any city service. New applicants will be invited to a city council meeting for an informal interview. We enjoy meeting you.

Name	Lake M Bechtell
Address	21685 Minnetonka Blvd. Greenwood MN 55331
Phone	952 451 2726
Email	lakebec@me.com
Job Title	Planning Commisisoner
How many years have you lived in the Lake Minnetonka area?	34 years
How many years have you lived in Greenwood?	26 years
Are you able to attend meetings on the 3rd Wednesday of each month?	Yes
Would you be willing to attend a city-paid training class?	Yes
Why do you want to serve on the planning commission?	to fill a vacancy and do my bit for the city.
Do you have any special qualifications or capabilities that would serve Greenwood well on the planning commission?	I have some construction experience.
What would be your main goal as a member of the planning commission?	to recommend to the counsel opinions on building permits.
Office Use Only: Application Received by DJK	Date Received: April 21, 2014



Agenda Number: 4B

Agenda Date: 05-07-14

Prepared by Deb Kind

Agenda Item: Quarterly Police Update

Summary: Per the city council's request, representatives from the South Lake Minnetonka Police Department will attend Greenwood council meetings on a quarterly basis to give the council a brief update regarding police activities in the city and South Lake area. This also will be an opportunity for the council to dialog with SLMPD representatives regarding police issues and concerns. Quarterly police updates will be presented at the February, May, August, and November council meetings.

Council Action: None required.

SOUTH LAKE MINNETONKA POLICE DEPARTMENT

City of Greenwood

Activity Report

January - March 2014

AGN	ICR	Title	City	Reported Date
SLMPD	14000060	Domestic	Greenwood	1/3/2014
SLMPD	14000070	Traffic Stop - Equipment Repair	Greenwood	1/4/2014
SLMPD	14000117	Traffic Stop - Verbal Warning	Greenwood	1/4/2014
SLMPD	14000158	Traffic Stop - Verbal Warning	Greenwood	1/6/2014
SLMPD	14000164	Traffic Stop - Verbal Warning	Greenwood	1/6/2014
SLMPD	14000170	Permit to Carry	Greenwood	1/6/2014
SLMPD	14000239	Traffic Stop - Citation	Greenwood	1/9/2014
SLMPD	14000240	Traffic Stop - Citation	Greenwood	1/9/2014
SLMPD	14000250	Traffic Stop - Equipment Repair	Greenwood	1/9/2014
SLMPD	14000264	Traffic Stop - Verbal Warning	Greenwood	1/10/2014
SLMPD	14000312	Traffic Stop - Verbal Warning	Greenwood	1/11/2014
SLMPD	14000315	Traffic Stop - Verbal Warning	Greenwood	1/11/2014
SLMPD	14000337	DAR	Greenwood	1/11/2014
SLMPD	14000338	Traffic Stop - Verbal Warning	Greenwood	1/11/2014
SLMPD	14000339	Traffic Stop - Verbal Warning	Greenwood	1/11/2014
SLMPD	14000354	Traffic Stop - Verbal Warning	Greenwood	1/11/2014
SLMPD	14000356	Traffic Stop - Verbal Warning	Greenwood	1/11/2014
SLMPD	14000393	Wire Arcing	Greenwood	1/12/2014
SLMPD	14000395	Suspicious Act	Greenwood	1/13/2014
SLMPD	14000485	Traffic Stop - Verbal Warning	Greenwood	1/17/2014
SLMPD	14000490	Traffic Complaint	Greenwood	1/17/2014
SLMPD	14000505	Traffic Stop - Verbal Warning	Greenwood	1/18/2014
SLMPD	14000516	Alarm	Greenwood	1/18/2014
SLMPD	14000537	Spot Check - Park	Greenwood	1/19/2014
SLMPD	14000543	Traffic Stop - Equipment Repair	Greenwood	1/19/2014
SLMPD	14000618	Suspicious Activity	Greenwood	1/22/2014
SLMPD	14000619	Traffic Stop - Verbal Warning	Greenwood	1/22/2014
SLMPD	14000620	Traffic Stop - Verbal Warning	Greenwood	1/22/2014
SLMPD	14000623	Traffic Stop - Verbal Warning	Greenwood	1/22/2014
SLMPD	14000630	Alarm	Greenwood	1/23/2014
SLMPD	14000634	Traffic Stop - Citation	Greenwood	1/23/2014
SLMPD	14000664	Theft - No Pay	Greenwood	1/24/2014
SLMPD	14000698	Accident	Greenwood	1/25/2014

SOUTH LAKE MINNETONKA POLICE DEPARTMENT

SLMPD	14000705	Assist	Greenwood	1/25/2014
SLMPD	14000709	Traffic Stop - Verbal Warning	Greenwood	1/25/2014
SLMPD	14000711	Traffic Stop - Verbal Warning	Greenwood	1/25/2014
SLMPD	14000815	Traffic Stop - Verbal Warning	Greenwood	1/29/2014
SLMPD	14000824	DWI	Greenwood	1/30/2014
SLMPD	14000851	Traffic Stop - Verbal Warning	Greenwood	1/31/2014
SLMPD	14000953	Assist Other Agency	Greenwood	2/2/2014
SLMPD	14000989	Traffic Stop - Verbal Warning	Greenwood	2/3/2014
SLMPD	14001004	Traffic Stop - Citation	Greenwood	2/4/2014
SLMPD	14001008	Traffic Stop - Citation	Greenwood	2/4/2014
SLMPD	14001009	Traffic Stop - Citation	Greenwood	2/4/2014
SLMPD	14001024	Traffic Stop - Verbal Warning	Greenwood	2/5/2014
SLMPD	14001033	Traffic Stop - Verbal Warning	Greenwood	2/5/2014
SLMPD	14001065	Medical Check - Fall	Greenwood	2/6/2014
SLMPD	14001080	Traffic Stop - Citation	Greenwood	2/6/2014
SLMPD	14001081	DAR - Tab Charge	Greenwood	2/7/2014
SLMPD	14001122	DAR - Citation	Greenwood	2/9/2014
SLMPD	14001148	Civil Matter	Greenwood	2/10/2014
SLMPD	14001168	Warrant Arrest	Greenwood	2/11/2014
SLMPD	14001220	Traffic Complaint	Greenwood	2/12/2014
SLMPD	14001229	Traffic Stop - Verbal Warning	Greenwood	2/12/2014
SLMPD	14001246	Theft by Check	Greenwood	2/13/2014
SLMPD	14001247	Theft by Check	Greenwood	2/13/2014
SLMPD	14001275	Animal Complaint - Barking Dog	Greenwood	2/14/2014
SLMPD	14001280	Alarm	Greenwood	2/14/2014
SLMPD	14001281	Medical	Greenwood	2/14/2014
SLMPD	14001369	Vehicle In Ditch	Greenwood	2/17/2014
SLMPD	14001372	Animal Complaint - Barking Dog	Greenwood	2/17/2014
SLMPD	14001386	Traffic Stop - Verbal Warning	Greenwood	2/18/2014
SLMPD	14001414	Spot Check - Park	Greenwood	2/19/2014
SLMPD	14001419	Alarm	Greenwood	2/20/2014
SLMPD	14001451	Vehicle Lockout	Greenwood	2/21/2014
SLMPD	14001462	Vehicle In Ditch	Greenwood	2/21/2014
SLMPD	14001506	Traffic Stop - Verbal Warning	Greenwood	2/23/2014
SLMPD	14001534	Accident/Pd	Greenwood	2/24/2014
SLMPD	14001537	Duplicate Event	Greenwood	2/24/2014
SLMPD	14001542	Traffic Stop - Verbal Warning	Greenwood	2/25/2014
SLMPD	14001549	Accident	Greenwood	2/25/2014

SOUTH LAKE MINNETONKA POLICE DEPARTMENT

SLMPD	14001554	Permit to Purchase	Greenwood	2/25/2014
SLMPD	14001564	Utility Check	Greenwood	2/25/2014
SLMPD	14001567	Accident	Greenwood	2/26/2014
SLMPD	14001576	Hangup 911	Greenwood	2/26/2014
SLMPD	14001591	Suspicious Act	Greenwood	2/27/2014
SLMPD	14001596	Traffic Stop - Citation	Greenwood	2/27/2014
SLMPD	14001602	Traffic Stop - Verbal Warning	Greenwood	2/27/2014
SLMPD	14001615	Traffic Stop - Verbal Warning	Greenwood	2/28/2014
SLMPD	14001659	Warrant Attempt	Greenwood	3/1/2014
SLMPD	14001661	Spot Check - Park	Greenwood	3/1/2014
SLMPD	14001662	Road Debris	Greenwood	3/1/2014
SLMPD	14001667	Traffic Complaint	Greenwood	3/1/2014
SLMPD	14001720	DWI - Narcotics	Greenwood	3/2/2014
SLMPD	14001740	Alarm	Greenwood	3/4/2014
SLMPD	14001743	Spot Check - Park	Greenwood	3/4/2014
SLMPD	14001750	Suspicious Activity	Greenwood	3/4/2014
SLMPD	14001785	Traffic Stop - Verbal Warning	Greenwood	3/6/2014
SLMPD	14001844	Suspicious Activity	Greenwood	3/7/2014
SLMPD	14001848	Traffic Stop - Verbal Warning	Greenwood	3/8/2014
SLMPD	14001867	Traffic Stop - Verbal Warning	Greenwood	3/8/2014
SLMPD	14001871	Traffic Stop	Greenwood	3/8/2014
SLMPD	14001949	Traffic Stop - Citation	Greenwood	3/12/2014
SLMPD	14001953	Traffic Stop - Verbal Warning	Greenwood	3/12/2014
SLMPD	14001979	Traffic Stop - Verbal Warning	Greenwood	3/12/2014
SLMPD	14001980	Traffic Stop - Verbal Warning	Greenwood	3/12/2014
SLMPD	14001991	Alarm - Carbon Monox	Greenwood	3/13/2014
SLMPD	14002009	Traffic Stop - Verbal Warning	Greenwood	3/13/2014
SLMPD	14002054	DWI	Greenwood	3/14/2014
SLMPD	14002068	Traffic Stop - Verbal Warning	Greenwood	3/15/2014
SLMPD	14002197	Traffic Stop - Equipment Repair	Greenwood	3/17/2014
SLMPD	14002214	Traffic Stop - Written Warning	Greenwood	3/18/2014
SLMPD	14002233	Motorist Assist	Greenwood	3/19/2014
SLMPD	14002241	Traffic Stop - Equipment Repair	Greenwood	3/19/2014
SLMPD	14002251	Warrant Arrest	Greenwood	3/19/2014
SLMPD	14002260	Traffic Stop - Written Warning	Greenwood	3/20/2014
SLMPD	14002261	Traffic Stop - Written Warning	Greenwood	3/20/2014
SLMPD	14002269	Alarm - Carbon Monoxide	Greenwood	3/20/2014
SLMPD	14002273	Welfare Check	Greenwood	3/20/2014

SOUTH LAKE MINNETONKA POLICE DEPARTMENT

SLMPD	14002296	Medical	Greenwood	3/21/2014
SLMPD	14002321	Traffic Stop - Verbal Warning	Greenwood	3/22/2014
SLMPD	14002341	Property Damage	Greenwood	3/22/2014
SLMPD	14002346	Traffic Stop - Written Warning	Greenwood	3/22/2014
SLMPD	14002349	Traffic Stop - Equipment Repair	Greenwood	3/22/2014
SLMPD	14002350	Traffic Stop - Citation	Greenwood	3/22/2014
SLMPD	14002356	Medical - Heart	Greenwood	3/23/2014
SLMPD	14002367	Animal Complaint - Missing Dog	Greenwood	3/23/2014
SLMPD	14002372	Traffic Stop - Written Warning	Greenwood	3/23/2014
SLMPD	14002377	Traffic Stop - Verbal Warning	Greenwood	3/23/2014
SLMPD	14002427	DAR - Tab Charge	Greenwood	3/25/2014
SLMPD	14002431	Traffic Stop - Written Warning	Greenwood	3/25/2014
SLMPD	14002437	Animal Complaint - Lost Dog	Greenwood	3/25/2014
SLMPD	14002439	Medical	Greenwood	3/25/2014
SLMPD	14002443	Traffic Stop - Written Warning	Greenwood	3/25/2014
SLMPD	14002453	Traffic Stop - Written Warning	Greenwood	3/26/2014
SLMPD	14002481	Records Check - HCSO CCP	Greenwood	3/26/2014
SLMPD	14002555	Traffic Stop - Equipment Repair	Greenwood	3/28/2014
SLMPD	14002559	Traffic Stop - Verbal Warning	Greenwood	3/28/2014
SLMPD	14002567	Safety Check	Greenwood	3/28/2014
SLMPD	14002604	Spot Check - Park	Greenwood	3/29/2014
SLMPD	14002652	Suspicious Activity	Greenwood	3/29/2014
SLMPD	14002661	Traffic Stop - No Action	Greenwood	3/30/2014
SLMPD	14002663	DAS - Citation	Greenwood	3/30/2014
SLMPD	14002665	Traffic Stop - Verbal Warning	Greenwood	3/30/2014
SLMPD	14002695	Traffic Stop - Written Warning	Greenwood	3/30/2014
SLMPD	14002699	Traffic Stop - Equipment Repair	Greenwood	3/30/2014

136 Total Activities - (January - March 2014)

Source - LETG Records Management System
Report Prepared/Formatted by Chief Bryan Litsey



Agenda Number: 4Ci

Agenda Date: 05-07-14

Prepared by Deb Kind

Agenda Item: 2014 Road Project Recommendations and Rough Estimates

Summary: This spring city engineer Dave Martini, councilmember Bob Quam, and councilmember Bill Cook toured the city to review the current conditions of the roads and identify potential road projects for 2014. Based on their review, a list of recommended road projects was compiled and rough estimates are attached for the council's consideration. The 2014 road project budget is \$130,000 for construction and engineering.

For the council's reference, attached are maps showing current road conditions and past road projects.

Council Action: The council needs to determine the desired road projects to request official bids. The council will review and approve the bids at the June council meeting. Possible motions ...

1. I move the city council directs the city engineer to secure bids for the following road projects: _____.
2. Other motion ???



BOLTON & MENK, INC.[®]

Consulting Engineers & Surveyors

2638 Shadow Lane, Suite 200 • Chaska, MN 55318-1172

Phone (952) 448-8838 • Fax (952) 448-8805

www.bolton-menk.com

April 24, 2014

City of Greenwood
Attn: Bob Quam
20225 Cottagewood Rd.
Deephaven, MN 55331

RE: 2014 Street Improvements

Dear Mr. Quam:

Based on the condition of the City's streets as observed on our tour on April 9th, the following street segments are proposed for improvements in 2014:

- **Fairview Avenue** is in fair condition between Meadville and the portion of road that was resurfaced in 2010. However, based on our observations, there are segments that should be patched full depth. The segments are between 50' and 75' in length. The recommended improvements include removing the existing bituminous pavement, re-grading and preparing the existing base, 3.5" of new bituminous surface, and turf and driveway restoration as needed.

Covington Street South from the portion that was resurfaced a few years ago to 180' to the south is in need of resurfacing. The recommended improvements include removing the existing bituminous pavement, re-grading and preparing the existing base, 3.5" of new bituminous surface, and turf and driveway restoration as needed.

The estimated cost for the recommended improvements on Fairview and Covington is **\$35,890**

- **Sleepy Hollow Road and Weeks Road** were resurfaced in 2009. Both roads are in generally good condition. As a preventative maintenance measure, it is recommended that the cracks in the roads be sealed and that the surfaces receive a seal coat.

Highview Place was resurfaced in 2010 and is generally good condition. As a preventative maintenance measure, it is recommended that the cracks in the road be sealed and that the surface receive a seal coat.

Lynwood Circle, Lyman Court, and Woods Court received spot repairs in 2013. The roads are in generally good condition. As a preventative maintenance measure, it is recommended that the cracks in the road be sealed and that the surface receive a seal coat.

The estimated cost for the recommended improvements is **\$45,805**

- **Minnetonka Boulevard** is in generally good condition, however, the centerline stripe needs to be re-painted. It is recommended that the cost of re-painting the north/south portion of road be shared with Shorewood.

The estimated cost for the recommended improvements is **\$10,145**

H:\GRWD\C13107762\1_Corres\ID_Docs\4-24-14 2014 Street Improvements.doc



City of Greenwood

April 24, 2014

Page 2

(note) Since Minnetonka Boulevard is in generally good condition, a mill and overlay performed in the next few years could extend the life of the road by several years. The recommended improvements include milling 1 ½ inches of the existing bituminous surface and overlaying it with 1 ½ inches of new bituminous. The estimated cost of this improvement is \$268,995 (assumes that the City of Shorewood will pay for ½ of the north/south portion of the road). Because these costs exceed the City's typical annual street budget, it is recommended that the City consider saving funds over a two year period to fund this project.

All cost estimates include contingency and soft costs. In total, the recommended improvements have an estimated cost of **\$91,840** (does not include the cost of a mill and overlay on Minnetonka Boulevard). This total is below the City's budgeted amount for street improvements. With that in mind, it is recommended that the City solicited bids for the recommended work and then determine if there are remaining funds available. If funds are available, it is recommend that the City consider additional seal coating or saving the funds for a future mill and overlay project on Minnetonka Boulevard.

I will be at the City Council meeting on May 7st to answer questions you may have regarding this information, however, please give me a call if you have any questions or need additional information before the meeting.

Sincerely,
BOLTON & MENK, INC.

A handwritten signature in black ink that reads "David P. Martini". The signature is written in a cursive style.

David P. Martini, P.E.
Principal Engineer

From: David Martini davidma@bolton-menk.com 
Subject: FW: 2014 Street Improvements
Date: April 30, 2014 at 9:03 AM
To: Gus Karpas guskarpas@mchsi.com, Deb Kind (dkind100@gmail.com) dkind100@gmail.com

Gus and Deb,

Attached are the updated street maps and the recommendation letter for 2014 improvements. As requested, we did look at the parking on our tour and concluded that since each road is so unique, it will be hard to develop a uniform policy. With that in mind, we recommend that unless there are noted problems with the current placement of parking or no parking areas, it should be left as is. We also looked specifically at the area in front of the Old Log Theater. As it is, there is no parking on the east side of the road, which seems appropriate.

I'll be at the Council meeting on the 7th to review this information with the Council. Let me know if you have questions or need more information before then.

Thanks.

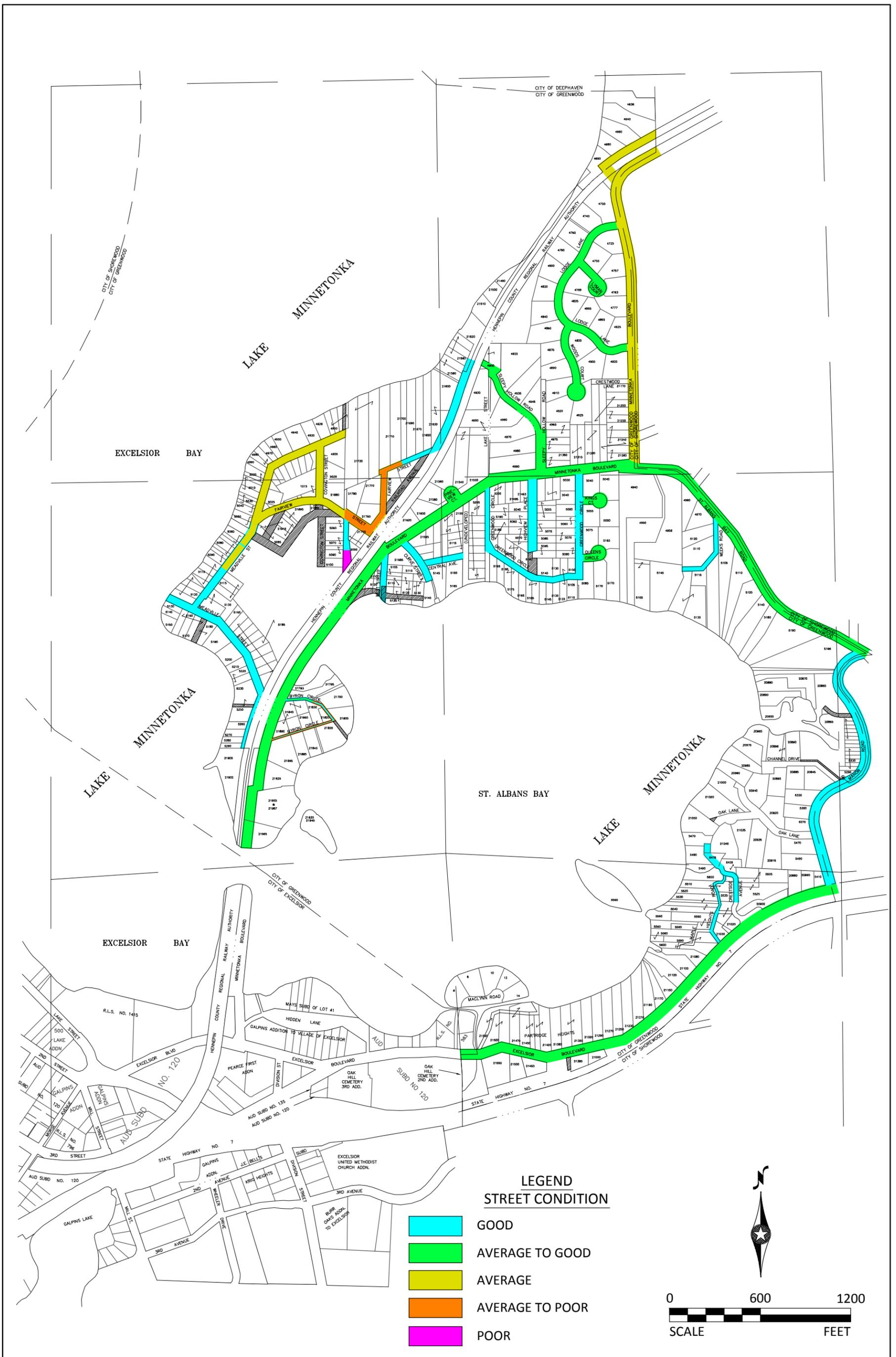
David P. Martini, P.E.
Bolton & Menk, Inc.
P: (952) 448-8838 ext. 2458
M: (612) 756-4315
email: davidma@bolton-menk.com

This email has been scanned by the Symantec Email Security.cloud service.
For more information please visit <http://www.symanteccloud.com>

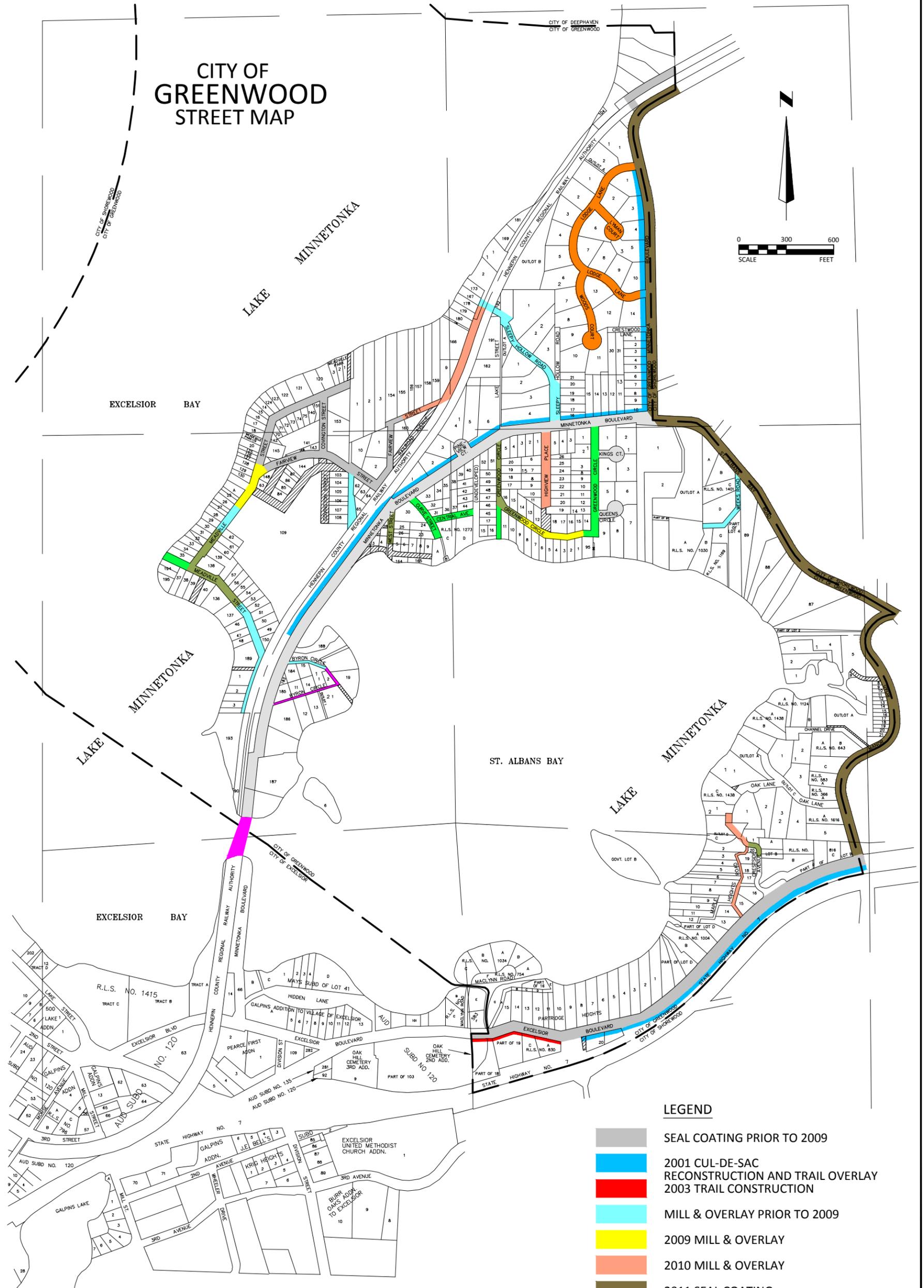
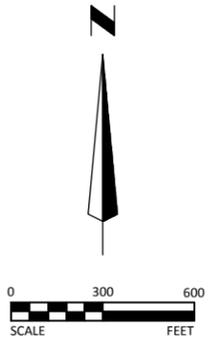


4-24-14 2014 Street
Improvements.pdf





CITY OF GREENWOOD STREET MAP



LEGEND

- SEAL COATING PRIOR TO 2009
- 2001 CUL-DE-SAC RECONSTRUCTION AND TRAIL OVERLAY
- 2003 TRAIL CONSTRUCTION
- MILL & OVERLAY PRIOR TO 2009
- 2009 MILL & OVERLAY
- 2010 MILL & OVERLAY
- 2011 SEAL COATING
- 2011 MILL & OVERLAY
- 2012 MILL & OVERLAY
- 2013 SPOT REPAIRS
- 2013 MILL & OVERLAY



BOLTON & MENK, INC.

Consulting Engineers & Surveyors

MANKATO, MN FAIRMONT, MN SLEEPY EYE, MN BURNSVILLE, MN
WILLMAR, MN CHASKA, MN RAMSEY, MN MAPLEWOOD, MN
BAXTER, MN ROCHESTER, MN AMES, IA SPENCER, IA



Agenda Number: **4Cii**

Agenda Date: **05-07-14**

Prepared by Deb Kind

Agenda Item: Discuss Potential Removal of Minnetonka Blvd Barrier Posts (to improve road drainage)

Summary: In 2011, a truck mowed down the barrier posts along Minnetonka Blvd and landed upside down on the walking path side of the posts (see attached photos). As a result, the council considered removing all of the barrier posts. Attached is city engineer Dave Martini's opinion from 2011. In the end, the council majority decided to keep the posts partly because the posts deter cars from parking on the grass / path. Note: There currently are no-parking signs posted in the area.

In the spring of 2014, John and Randy from the public works department noted that the barrier posts are causing sand and dirt to build up a small berm, which in turn is causing large areas of ponding water on Minnetonka Blvd after snowmelt and rain events. They asked city clerk Gus Karpas whether the city still is considering removing the posts.

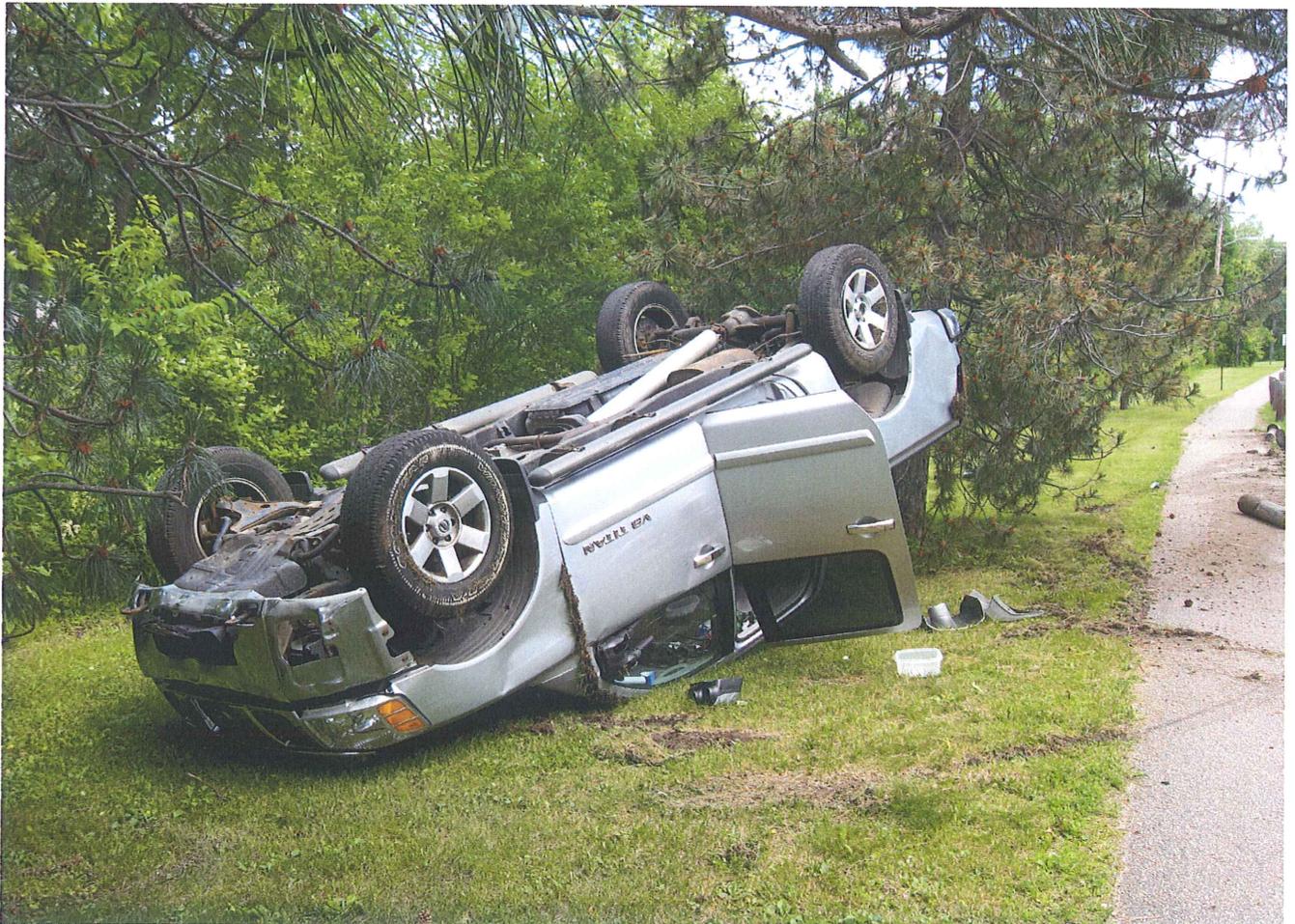
At the 5/7 council meeting, Dave Martini and the council will discuss the possibility of removing the barrier posts to improve road drainage.

Note: The estimated cost to weed whip around the posts is \$2880 each year. The estimated one-time cost to remove the barrier posts is \$2250.

Council Action: None required. Potential motions ...

1. I move the council directs the city clerk to write a work order for public works to remove the Minnetonka Blvd barrier posts, grade the soil so water will drain from the street, and seed to deter erosion at a cost not to exceed \$3000.
2. I move the council directs the city clerk to write a work order for public works to remove the Minnetonka Blvd barrier posts, grade the soil so water will drain from the street, and seed to deter erosion at a cost not to exceed \$_____.
3. Do nothing or other motion ???





From: "David Martini" <davidma@bolton-menk.com>
Subject: **Minnetonka Blvd. Barrier**
Date: July 25, 2011 11:38:32 AM CDT
To: "Debra Kind" <dkind100@gmail.com>

Deb,

As requested, I have looked at the posts that are intended to act as a barrier between Minnetonka Boulevard and the trail that runs along it. In my opinion, this is not an effective barrier for the following reasons:

1. Based on pictures I have reviewed from a recent accident, it does not appear that the ground is providing adequate support for the posts. Because of this, a vehicle is able to knock the posts over and drive through the barrier. Although this is bad for protecting the trail, it does make for a less severe crash from the vehicles standpoint. The alternative is hitting the posts and coming to an abrupt stop, which is potentially a very dangerous situation for the driver and passengers.
2. Because the barrier can be driven through (at least under certain conditions), trail users are not protected as they may believe.

Ultimately, an effective and safe barrier should keep an errant vehicle from reaching the trail but should at the same time absorb the energy from the crash and direct the vehicle back in the direction of travel. Typically this is done with a continuous guardrail.

Please let me know if you have questions or would like additional information.

Thanks.

David P. Martini, P.E.

Bolton & Menk, Inc.

P: (952) 448-8838, Ext. 2458

F: (952) 448-8805

email: davidma@bolton-menk.com

www.bolton-menk.com



Agenda Number: **5A**

Agenda Date: **05-07-14**

Prepared by *Deb Kind*

Agenda Item: Public Hearing, Ordinance 232 Amending Section 1140.40 Regarding Signs in Residential Areas

Summary: The Old Log Theater has indicated they will have to update their signage in the future. The current sign ordinance prohibits the alteration of on-premises signs located within residential districts identifying or advertising an establishment, person, activity, goods, products or services located on the premises where the sign is installed.

The proposed amendment would make an exception for business operating under an approved conditional use permit. This exception would apply only to the Old Log Theater. The proposed changes in the ordinance language are highlighted in red. To move this amendment forward as efficiently as possible, the city attorney recommended that the city council hold the public hearing. Below is the timeline followed. The council will consider the 1st reading of the ordinance later on the agenda.

Timeline:

- ~~04-08-14~~ Public hearing notice submitted to Sun-Sailor.
- ~~06-16-14~~ Planning commission discusses the ordinance and makes a recommendation to the city council.
- ~~04-17-14~~ Public hearing notice published in Sun-Sailor (must be at least 10 days prior to the public hearing).
- 05-07-14 City council holds a public hearing and considers 1st reading of the ordinance.
- 06-04-14 City council considers 2nd reading of the ordinance.
- 06-05-14 Ordinance 232 submitted to Sun-Sailor.
- 06-19-14 Ordinance 232 published in Sun-Sailor (the ordinance goes into effect the date it is published).

Council Action: Required. Potential motions ...

1. I move the city council opens the public hearing.
2. I move the city council closes the public hearing.

Greenwood code section 1215 requires 2 readings of all ordinances prior to adoption. The 2nd reading shall be within 3 months of the 1st reading. There may be changes between the 1st and 2nd readings. Ordinances go into effect once they are published in the city's official newspaper. The planning commission must review and make a recommendation to the city council any changes to the zoning code chapter 11.



Agenda Number: 6A

Agenda Date: 05-07-14

Prepared by Deb Kind

Agenda Item: 2nd Reading of Ordinance 230 (chapter 2) and Ordinance 231 (chapter 11), Permitting Temporary Suspension of the Planning Commission in Exigent Circumstances

Summary: These ordinances allow the city council to carry out the duties of the planning commission if the commission is unable to convene a quorum. Ordinance 230 also allows the city council to appoint a city council member to serve as an alternate member of the planning commission. The council approved the first reading of ordinances 230 and 231 on a 3-2 vote at the 04-02-14 council meeting. Councilman Fletcher and Quam voted nay. Attached are the clean versions of the ordinances that were approved. If the council approves the 2nd reading, a related resolution appointing Councilman Cook as a voting member of the planning commission may be considered later on the agenda.

Timeline:

- 02-27-14 Ord 231 public hearing notice submitted to Sun-Sailor.
- 03-06-14 Ord 231 public hearing notice published in Sun-Sailor (at least 10 days prior to the public hearing).
- 03-19-14 Planning commission held public hearing and made a recommendation to the city council regarding ordinance 231.
- 04-02-14 City council approved the 1st reading of ordinances 230 and 231.
- 05-07-14 City council considers the 2nd reading of ordinances 230 and 231
- 05-08-14 Ordinances submitted to Sun-Sailor (if approved).
- 05-15-14 Ordinances published in Sun-Sailor (the ordinance goes into effect the date it is published).

Council Action: None required. Potential motions ...

1. I move the city council approves the 2nd reading of ordinances 230 and 231 as presented.
2. I move the city council approves the 2nd reading of ordinance 230 and 231 with the following revisions:
3. _____
Other motion ???

Greenwood code section 1215 requires 2 readings of all ordinances prior to adoption. The 2nd reading shall be within 3 months of the 1st reading. There may be changes between the 1st and 2nd readings. Ordinances go into effect once they are published in the city's official newspaper. The planning commission must hold a public hearing and make a recommendation to the city council regarding any changes to the zoning code chapter 11.

**AN ORDINANCE OF THE CITY OF GREENWOOD, MINNESOTA
AMENDING GREENWOOD ORDINANCE CODE CHAPTER 2 BY THE ADDITION OF REGULATION
PERMITTING TEMPORARY SUSPENSION OF THE PLANNING COMMISSION IN EXIGENT CIRCUMSTANCES**

WHEREAS, Minnesota statutes section 462.355, subdivision 1 enables a municipality to create a planning agency and also to abolish same by two-thirds vote of all members of the governing body, and

WHEREAS, the city desires to provide for a method by which to temporarily suspend the duties of the planning commission in exigent circumstance and for the city council to assume same.

NOW, THEREFORE, the city council of the city of Greenwood, Minnesota, ordains:

SECTION 1.

Greenwood ordinance code chapter 2, section 220 is amended by the addition of the following:

“220.02. Right to Elect to Suspend the Planning Commission.

Minnesota statutes section 462.355, subdivision 1 enables a municipality to create a planning agency and also to abolish same by two-thirds vote of all members of the governing body. In the event notice is given pursuant to section 220.05, subd. 5 and, despite reasonable efforts, vacancies remain on the planning commission which prevent the commission from convening a quorum as mandated by section 220.10, subd. 3 and otherwise performing its duties, then the city clerk shall advise the city council that the present processing of zoning permits and applications supports emergency suspension of the planning commission until vacancies are filled and / or a quorum thereof is possible. On such advice the city council may by resolution, supported by two-thirds of all members, as authorized by section 1101 of the zoning code, act at a regular or special meeting to:

- A. Temporarily suspend the operation of the planning commission authorized and created under Minnesota statutes section 462.355, subdivision 1, and otherwise suspend its duties under chapter 2, chapter 6, and chapter 11 of this code for a specific term not greater than 60 days;
- B. Assume all of the various duties of the planning commission under chapters 2, 6, and 11 and such other duties for which it may then be responsible under the code, as if no planning commission had ever been established pursuant to Minnesota statutes section 462.355, subdivision 1; and
- C. Direct the zoning administrator and city clerk to cause all matters, which would otherwise be referred to the planning commission for comment, review, hearing, and / or action, to the city council for action accordingly.

In so doing, the city council shall assume all duties of the planning commission, including but not limited to, the conduct of public hearings and reviews pursuant to sections 600 et seq., 1150 et seq., 1155 et seq. and any other applicable code section as if no planning commission had ever been established under Minnesota statutes section 462.355, subdivision 1.

At the expiration of the term of suspension the planning commission shall automatically be restored to full powers and duties under the code.”

SECTION 2.

Greenwood ordinance code chapter 2, section 220.05, subd 7 is amended to read as follows:

"Subd. 7. City Council Liaison. The city council shall select one member from its complement to serve as a liaison to the planning commission. The appointed liaison shall serve as Alternate 2 and may vote in planning commission matters when needed to complete a quorum under section 220.10, subd. 3."

SECTION 3.

Effective Date. This ordinance shall be effective upon publication according to law.

Enacted by the city council of Greenwood, Minnesota this ___ day of _____, 2014.

___ AYES ___ NAYS

CITY OF GREENWOOD

By: _____
Debra J. Kind, Mayor

Attest: _____
Gus E. Karpas, City Clerk

First reading: _____, 2014
Second reading: _____, 2014
Publication: _____, 2014

**AN ORDINANCE OF THE CITY OF GREENWOOD, MINNESOTA
AMENDING GREENWOOD ORDINANCE CODE CHAPTER 11 BY THE ADDITION OF REGULATION PERMITTING
SUSPENSION OF THE PLANNING COMMISSION IN THE ABSENCE OF A QUORUM**

WHEREAS, Minnesota statutes section 462.355, subdivision 1 enables a municipality to create a planning agency and also to abolish same by two-thirds vote of all members of the governing body, and

WHEREAS, the city desires to provide for a method by which to suspend the duties of the planning commission in exigent circumstance and for the city council to assume same.

NOW, THEREFORE, the city council of the city of Greenwood, Minnesota, ordains:

SECTION 1.

The zoning code of the city of Greenwood, Minnesota, (chapter 11 of the city code) is hereby amended by the addition of the following section:

“SECTION 1101. PLANNING COMMISSION.

Section 1101.00. Planning Commission.

Minnesota statutes section 462.355, subdivision 1 enables a municipality to create a planning agency and also to abolish same by two-thirds vote of all members of the governing body. In the event the city council acting pursuant to said statute, and section 220.02 of this code, elects to suspend the operation of the planning commission and assume the duties of same as if no such planning agency exists, then all references in this “zoning ordinance” and / or “zoning code” to “planning commission” shall be read to mean and refer to city council of the city of Greenwood, Minnesota as if this code had been re-written and republished accordingly, until such time as the city council restores the planning commission to full powers and duties under the code.”

SECTION 2.

Effective Date. This ordinance shall be effective upon publication according to law.

Enacted by the city council of Greenwood, Minnesota this ___ day of _____, 2014.

___ AYES ___ NAYS

CITY OF GREENWOOD

By: _____
Debra J. Kind, Mayor

Attest: _____
Gus E. Karpas, City Clerk

First reading: _____, 2014
Second reading: _____, 2014
Publication: _____, 2014



Agenda Number: 7A

Agenda Date: 05-07-14

Prepared by Deb Kind

Agenda Item: Resolution 11-14 Update of Appointments & Assignments for 2014

Summary: This is a routine resolution that the council approves in January each year and updates throughout the year as needed. Two changes have been made to the attached resolution:

1. Deephaven Administrator Dana Young has been representing Greenwood with the administrators' groups for police and fire. These roles have been added to the list.
2. Lake Bechtell has submitted an application for the planning commission, so his name has been added to the resolution for seat A-2 on the list.
3. If the council approves the 2nd reading of ordinance 230, the council's planning commission liaison will be appointed to the Alternate 2 seat of the planning commission. The resolution has been updated accordingly to add Bill Cook's name to the Alt-2 seat.

Council Action: Required. Potential motions ...

1. I move the council approves resolution 11-14 updating the designated appointments and assignments for 2014.
2. I move the council approves resolution 11-14 updating the designated appointments and assignments for 2014, with the following revision(s): _____.
3. Other motion ???

Resolution 11-14
City of Greenwood Appointments & Assignments for 2014

Be it resolved that the city council of Greenwood, Minnesota approves the following appointments for 05-07-14 through 12-31-14.

OFFICE & DESIGNATIONS	2013 HOLDER	2014 HOLDER
Mayor Pro-Tem	Bob Quam	Bob Quam
Administrative Committee	Tom Fletcher, Deb Kind	Tom Fletcher, Deb Kind
Animal Enforcement Officer	South Lake Police Department	South Lake Police Department
Assessor	Hennepin County	Hennepin County
Attorney	Mark Kelly	Mark Kelly
Auditor	CliftonLarsonAllen	CliftonLarsonAllen
Bank Signatures	Kind, Quam, Courtney	Kind, Quam, Courtney
Building Official	Bob Manor	Bob Manor
Clerk	Gus Karpas	Gus Karpas
Depositories	Bridgewater Bank, Beacon Bank	Bridgewater Bank, Beacon Bank
Engineer	Bolton & Menk (Dave Martini)	Bolton & Menk (Dave Martini)
Fire Board Representative – 4th Wed (Jan, Mar, May, Jul, Sep, Nov)	Tom Fletcher, Bob Quam (alt.)	Tom Fletcher, Bob Quam (alt.), Bill Cook (2nd alt.)
Forester / Tree Inspector	Manuel Jordan	Manuel Jordan
Lake Minnetonka Communications Commission (LMCC) Representative 2 representatives, 1 must be elected official, meets 3rd Tues (Feb, May, Aug, Nov)	Tom Fletcher, Deb Kind, Rob Roy (alternate)	Tom Fletcher, Deb Kind, Rob Roy (alternate)
Lake Minnetonka Conservation District (LMCD) Rep – 2nd and 4th Wed	Rob Roy (1/31/14)	Rob Roy (1/31/17)
Marina Clerk	Deborah Hicks	Gus Karpas
Minnetonka Community Education (MCE) Representative – 4th Mon	Bob Quam	Bob Quam
Newspapers	Sun-Sailor, Star Tribune (alternate)	Sun-Sailor, Star Tribune (alternate)
Planning Commissioners – 3rd Wed	A-1 Douglas Reeder (8/11-3/14)	A-1 Douglas Reeder (8/11-3/16)
	A-2 John Beal (1/04-3/14)	A-2 Lake Bechtell (5/14-3/16)
	A-3 Dave Paeper (3/07-3/14)	A-3 Dave Paeper (3/07-3/16)
	B-1 Pat Lucking (2/01-3/15)	B-1 Pat Lucking (2/01-3/15)
	B-2 Kristi Conrad (10/11-3/15)	B-2 Kristi Conrad (10/11-3/15)
	Alt-1 Vacant (3/14)	Alt-1 Vacant (___-3/16)
	Alt-2 Vacant (3/15)	Alt-2 Bill Cook (5/14-3/15)
Planning Commission Liaison – 3rd Wed	Bill Cook	Bill Cook
Public Safety City Administrator Committee Representative (police & fire)		Dana Young
Prosecutor	Greg Keller	Greg Keller
Responsible Authority (Govt. Data Practices Act)	Gus Karpas	Gus Karpas
Road and Sewer Liaison	Bob Quam	Bob Quam
South Lake Minnetonka Police Department (SLMPD) Coordinating Committee Representative (Must be mayor, meets quarterly)	Deb Kind, Bob Quam (alternate)	Deb Kind, Bob Quam (alternate)
Treasurer	Mary Courtney	Mary Courtney
Utility Billing Clerk	Deborah Hicks	Deborah Hicks
Weed Inspector (Must be mayor), Assistant Weed Inspector	Deb Kind, Assistant Gus Karpas	Deb Kind, Assistant Gus Karpas
Zoning Administrator	Gus Karpas	Gus Karpas

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF GREENWOOD, MINNESOTA that any and all commissioners, appointees, representatives, delegates, or other non-elected officials of the city shall hold their official status or membership on a basis subject to resolution, subject to reconsideration, and/or removal at the insistence of the city council. This resolution is enacted pursuant to the codes of the city.

ADOPTED by the city council of the city of Greenwood, Minnesota this ____ day of _____, 2014.

There were ___ AYES and ___ NAYS

By: _____
Debra J. Kind, Mayor, City of Greenwood

Attest: _____
Gus E. Karpas, City Clerk, City of Greenwood



Agenda Number: **7B**

Agenda Date: **05-07-14**

Prepared by Gus Karpas

Agenda Item: Excelsior Entertainment, LLC, dba as The Old Log Theater, 5185 Meadville Street, Resolution 11-14, Conditional Use Permit Findings

Summary: As part of an interior remodeling project, the applicant will be altering the kitchen area requiring additional freezer space. The applicant will be building two exterior concrete pads to support free-standing refrigeration units.

The request for the construction of the concrete pads and the placement of the refrigeration units do not require city approval, but the alteration itself triggers the need for the issuance of a conditional use permit for the property.

Section 1123.25 outlines the current “lawful use” or “occupation” of the land or premises commonly known as the Old Log Theater. Subd. 2 of this section outlines the authorized uses of the premises as it currently exists. Section 1123.30 addresses the events that necessitate the issuance of a conditional use permit. Subd. B. includes the expansion of impervious surface area.

Planning Commission Action: Motion by Commissioner Paeper to recommend the city council conditionally approve the application of Excelsior Entertainment, LLC for a conditional use permit to allow the of two cement patio slabs for portable refrigeration units. *The motion is based on the following findings:* (a) the applicant must either shift the refrigeration units to comply with the required accessory structure setback or provide additional information to the Council as to why they should not be considered accessory structures under the code definition; and (b) the applicant shall provide noise meter readings as the property line to gauge the noise impact of the proposed units. Commissioner Conrad seconded the motion. Motion carried 4-0.

Key Dates:

03-19-14	Application complete
04-03-14	Notice of the public hearing published in Sun Sailor
04-16-14	Public hearing held by the planning commission
05-07-14	City council consideration
05-18-14	60-day deadline

Council Action: The city council must take action by 05-18-14. Suggested motions ...

1. I move the city council approves resolution 11-14 **approving** the Conditional Use application of Excelsior Entertainment, LLC as presented. I further move the council directs the city clerk to mail a copy of the findings to the applicant and the DNR, and place an Affidavit of Mailing for the mailing in the property file.
2. I move the city council approves resolution 11-14 **approving** the Conditional Use application of Excelsior Entertainment, LLC with the following revisions: _____. I further move the council directs the city clerk to mail a copy of the findings to the applicant and the DNR, and place an Affidavit of Mailing for the mailing in the property file.
3. Other motion ???

Note: MN statute 15.99 requires a council decision within 60 days. The council may approve or modify a request based on verbal findings of fact and the applicant may proceed with their project. However, if the council denies the request, the council must state in writing the reasons for denial at the time that it denies the request. The council may extend the 60-day time limit by providing written notice to the applicant including the reason for the extension and its anticipated length (may not exceed 60 additional days unless approved by the applicant in writing).

- (4) development of the lot must be consistent with the city's comprehensive plan.
- (g) A lot subject to paragraph (f) not meeting the requirements of paragraph (f) must be combined with the 1 or more contiguous lots so they equal 1 or more conforming lots as much as possible.
- (h) Notwithstanding paragraph (f), contiguous nonconforming lots of record in shoreland areas under a common ownership must be able to be sold or purchased individually if each lot contained a habitable residential dwelling at the time the lots came under common ownership and the lots are connected to a public sewer.
- (i) In evaluating all variances, zoning and building permit applications, or conditional use requests, the zoning authority shall require the property owner to address, when appropriate, stormwater runoff management, reducing impervious surfaces, increasing setback, restoration of wetlands, vegetative buffers, sewage treatment and water supply capabilities, and other conservation-designed actions.
- (j) A portion of a conforming lot may be separated from an existing parcel as long as the remainder of the existing parcel meets the lot size of the zoning district for a new lot and the newly created parcel is combined with an adjacent parcel.

Section 1145.10. Discontinuance.

In the event that a nonconforming use of any building or premises is discontinued or its normal operation stopped for a period of 1 year, the use of the same shall thereafter conform to the regulations of the district in which it is located.

Section 1145.15. Alterations.

The lawful use of a building existing at the time of the adoption of this ordinance may be continued, although such use does not conform with the provisions hereof. If no structural alterations are made, a nonconforming use of a building may be changed to another nonconforming use of the same or more restricted classification. The foregoing provisions shall apply to nonconforming uses in districts hereafter changed. Whenever a nonconforming use of a building has been changed to a more restricted use or to a conforming use, such use shall not thereafter be changed into a less restricted use.

Section 1145.20. Residential Alterations.

Alterations may be made to a residential building containing nonconforming dwelling units when they will improve the livability of such units, provided, however, that they do not increase the number of dwelling units in the building.

Section 1145.25. Restoration After Damage.

Subd. 1. Any building which has been damaged by fire, explosion, act of God or the public enemy to the extent of more than 50% of its value, as indicated in the records of the county assessor at the time of damage, and a building permit has been applied for within 180 days of when the property is damaged, may be restored to its pre-damage condition.

Subd. 2. Any building which has been damaged by fire, explosion, act of God or the public enemy to the extent of more than 50% of its value, as indicated in the records of the county assessor at the time of damage, and a building permit has not been applied for within 180 days of when the property is damaged, must be rebuilt in conformity with the city's zoning code.

Section 1145.30. Normal Maintenance.

Maintenance of a building or other structure containing or used by a nonconforming use will be permitted when it includes necessary, nonstructural repairs and incidental alterations that do not extend or intensify the nonconforming building or use. Nothing in this ordinance shall prevent the correction of an unsafe condition when said structure is declared unsafe by the city zoning administrator.

SECTION 1150. CONDITIONAL USE PERMITS.

Section 1150.00. Purpose.

The principal objective of this zoning ordinance is to provide for an orderly arrangement of compatible building and land uses, and for the proper location of all types of uses required for the social and economic welfare of the city. To accomplish this objective, each type and kind of use is classified as permitted in one or more of the various districts established by this ordinance. However, in addition to those uses specifically classified and permitted in each district,

there are certain additional uses that may be necessary to allow because of their unusual characteristics or the service they provide the public. These conditional uses require particular consideration as to their proper location in relation to adjacent established or intended uses, or to the planned development of the community. The conditions controlling the location and operation of such conditional uses are established by the following provisions of section 1150 et seq.

Section 1150.05. Authority.

After receipt of the recommendation of the planning commission, the city council must consider the request. In evaluating an application for a conditional use permit, the city council must consider and adopt findings regarding compliance with criteria outlined the ordinance. The planning commission may recommend and the city council may impose conditions on granting the permit in order to ensure compliance with the criteria or to affect the purpose of this ordinance. The Minnesota Department of Natural Resources must be notified of conditional use permit applications and decisions in the shoreland management district.

Section 1150.10. Initiation.

An application for a conditional use shall be in triplicate and may be made by any governmental office, department, board, or commission or by any person having a freehold interest or a contractual interest which may become a freehold interest, applicable to the parcel described in the application.

Section 1150.15. Procedure.

Subd. 1. An application shall be by written petition in the form prescribed by the planning commission, signed by the applicant, and shall be filed with the zoning administrator. A fee determined by the city council and published in the fee schedule located in chapter 5, shall be required for the filing of such petition.

Subd. 2. Notice of the time and place of the public hearing shall be given not more than 30 days nor less than 10 days in advance by publishing a notice in the official newspaper at least 10 days prior to the date of public hearing, and by mailing notices to the owner or owners of property within 350 feet of the subject property. This notice shall describe the particular conditional use proposed and shall contain a brief description thereof. The names and addresses of owners appearing in the tax record shall be deemed sufficient for mailing notices and the failure of any owner to receive notice shall not invalidate the proceedings.

Section 1150.20. Determination.

Subd. 1. The planning commission shall make findings and recommendations to the city council. The council may then authorize a conditional use by resolution provided the evidence presented is such as to establish:

- (a) That the proposed use will comply with the regulations specified in this ordinance for the district in which the proposed use is to be located.
- (b) That the use is one of the conditional uses permitted for the district in which it is to be located.
- (c) The use will not be detrimental to or endanger the public health, safety, comfort, convenience or general welfare of the neighborhood or city.
- (d) The use will be harmonious with the objectives of the comp plan.
- (e) The use will not be hazardous or disturbing to existing or future neighboring uses.
- (f) The use will be served adequately by essential public facilities and services, including streets, police and fire protection, drainage structures, refuse disposal, sewer, schools, or will be served adequately by such facilities and services provided by the persons or agencies responsible for the establishment of the proposed use.
- (g) The use will not create excessive additional requirements at public cost for public facilities and services and will not be detrimental to the economic welfare of the community.
- (h) The use will not involve uses, activities, processes, materials, equipment, and conditions of operation that will be detrimental to any persons, property or the general welfare because of excessive production of traffic, noise, smoke, fumes, glare or odors.
- (i) The use will have vehicular approaches to the property that do not create traffic congestion or interfere with traffic on surrounding public thoroughfares.
- (j) The use will not result in the destruction, loss or damage of a natural, scenic or historic feature of major importance.
- (k) The use will not depreciate surrounding property values.

Subd. 2. The council may impose such conditions and safeguards upon the premises benefited by a conditional use permit as may be necessary to maintain compatibility with other properties in the neighborhood. Examples of conditions include, but are not limited to: controlling size and location of use, regulating ingress and egress, controlling traffic flow, regulating off-street parking and loading areas, location of utilities, berming, fencing, screening, landscaping, restricting hours of operation, controlling noise, controlling lighting, controlling odors, and compatibility of appearance. Violation of such conditions and safeguards, when made part of the terms under which the conditional use permit is granted, shall be deemed a violation of this ordinance and punishable under section 1180 et seq.

(ORD 222, DEC 2013)

Section 1150.25. Uses and Buildings.

The following uses and buildings shall be subject to conditional use permits when they differ from the principal and accessory uses of a zoning district and when listed as a conditional use for that zoning district. The conditional uses shall be subject to the requirements stated herein and to any other conditions deemed necessary by the planning commission or the council.

Subd. 1. Public Buildings. Any public buildings erected and used by any department of the city, county, state, or federal government.

Subd. 2. Utilities. Telephone exchange and static transformer stations and other public utility buildings; provided there is no public business office nor any storage yard or storage building operated in connection therewith.

Subd. 3. Medical Buildings. Hospitals, clinics, provided that such buildings occupy not over 25% of the total area of the lot and will not have any serious depreciating effect upon the value of the surrounding property.

Subd. 4. Community Centers. Community centers not operated for profit.

Subd. 5. Parking Lots. Automobile parking lots, provided: that the parking area is adjacent to a C-1 or C-2 district, that it contains spaces for 4 or more automobiles and that such parking lot be subject to the requirements of sections 1140.45, 1140.55, 1140.60, and 1140.65.

SECTION 1155. VARIANCES.

Section 1155.00. Board of Appeals and Adjustments.

Subd. 1. Establishment of Board and Powers. A board of appeals and adjustments is hereby established and invested with such authority as hereinafter provided and shall have the powers set forth in Minnesota statutes chapter 462 as amended. The city council shall serve as the board of appeals and adjustments and shall have the following powers with respect to the zoning ordinance:

1. To hear and decide appeals where it is alleged that there is an error in any order, requirement, decision, or determination made by an administrative officer in the enforcement of the zoning ordinance.
2. To hear requests for variances from the requirements of any official control including restrictions placed on nonconformities as governed by Minnesota statutes chapter 462 as amended.

(REVISED OCT. 2011 ORD. 196)

Subd. 2. Officers, Rules, Minutes and Proceedings.

1. The mayor shall serve as the chair of the board of appeals and adjustments and the mayor pro tem shall serve as the vice chair of the board.
2. The board may adopt, from time to time, rules for the transaction of its business and proceedings before it. Such rules may include provisions for the giving of oaths to witnesses and the filing of written briefs by parties.
3. The board shall provide a record of its proceedings that shall include minutes of its meetings, its findings, and the action taken on each matter heard by it, including the final order.
4. Meetings and proceedings of the board of appeals and adjustments shall be held as agenda items of the city council and upon such notice to the public and interested parties as the law requires and otherwise in conformance with Minnesota statute section 15.99, as amended.

Section 1155.05. Appeals from Alleged Error in Administration of Zoning Ordinance.

Subd. 1. Appeals of Alleged Errors in Administration of the Zoning Ordinance. Any aggrieved person objecting to the ruling of an administrative officer in the enforcement of zoning ordinance, shoreland management district ordinance,

wetland ordinance, or other zoning control shall have the right to appeal such determination to the board of appeals and adjustments, which shall hear and decide the appeal.

Subd. 2. Standard of Review on Appeal. The board of appeals and adjustments shall not grant an appeal from any order, requirement, decision, or determination made by an administrative officer in the enforcement of the zoning ordinance unless it finds, at public hearing, that the aggrieved person has demonstrated:

1. That there are special circumstances or conditions affecting the land, building, or use in question on appeal that do not apply generally to other similarly situated properties;
2. That the granting of the appeal will not materially adversely affect the health or safety of persons residing or working in the area adjacent to the property; and
3. That the granting of the appeal will not be materially detrimental to the public welfare or injurious to property or improvements in the area adjacent to the property in question.

If, upon considering an appeal from an aggrieved person, the board of appeals and adjustments determines that the matter at issue is not an error in administration of the zoning ordinance but is rather a request for a variance from the literal provisions of the ordinance, the board shall apply the standards applicable to the processing of variance requests.

Subd. 3. Required Vote. No appeal shall be granted by the board except upon an affirmative vote of at least 3/5 of the entire board of appeals and adjustments (city council).

Subd. 4. Appeal Process. An aggrieved person-appellant shall file with the city clerk within 60 days of the date of the contested order, requirement, decision or determination the following:

1. A completed appeal application form;
2. Pay a fee as established by the city council and set forth in chapter 5 of this code book. This fee shall not be refundable;
3. Detailed written and graphic materials explaining and illustrating the alleged error and the aggrieved person-appellant's proposed interpretation of the applicable zoning ordinance, shoreland management district ordinance, wetland ordinance, or other zoning control at issue;
4. Where necessary, in the determination of the city clerk or zoning administrator, a survey prepared by a registered land surveyor illustrating all improvements existing and proposed setbacks and hard-cover;
5. A mailing list of property owners located within 350 feet of the subject property obtained from and certified by Hennepin County, Minnesota;
6. Verification that there are no delinquent property taxes, special assessments, interests or city utility fees due and owing upon the subject parcel.

Subd. 5. Processing of Appeals; Planning Commission Review.

1. The city clerk shall advise the aggrieved-person appellant within 10 days of submission of subdivision 4 appeal filings, any omission or deficiency in the appeal application and supporting documents. Appeals with complete documentation shall be placed upon the agenda of the first planning commission meeting occurring at least 30 days from the date of the submission of all required appeal materials.
2. The planning commission shall hold a public hearing and shall, at the close of the public hearing consider the appeal, the testimony of the applicant, all exhibits, public comments, city staff and consultant reports, and other evidence, shall then record its advice on the granting of the aggrieved person-appellant's appeal by motion to either:
 - (a) Recommend approval of the appeal together with comments and suggested conditions, if any; or
 - (b) Recommend denial of the appeal together with comments and suggested conditions, if any.

Subd. 6. Board of Appeals and Adjustments Review.

1. Subsequent to the planning commission recommendation on the appeal. The appeal shall be considered by the board of appeals and adjustments at the next regularly scheduled city council meeting.
2. The board shall consider the recommendation of the planning commission, public comment, staff reports, consultants' reports, the application, all files, records, submissions, and other evidence. The board must make a decision within the time period specified in state law. Where it deems appropriate, the board may instruct city staff or consultants to prepare for its consideration, proposed findings of fact and proposed order. Decisions of the board of appeals and adjustments shall be final. Appeals of the decisions of the board of appeals and adjustments shall be made to the district court within 30 days.

Conditional Use Application

City of Greenwood
20225 Cottagewood Road
Deephaven, MN 55331
952-474-4755
www.greenwoodmn.com

Applicant is (circle one) Owner Developer Contractor Architect Other

Property address for which Conditional Use is requested: 5185 Meadville Street

Applicant (individual or company name): Excelsior Entertainment, LLC dba Old Log Theater

Contact for Business: Greg Frankenfield Title: Owner / CEO

Address: 5750 Merry Lane City: Shorewood State: MN Zip: 55331

Wk Phone: (612) 747-1891 Hm Phone: (952) 474-5103

Email address: gregf@magenic.com Fax: (952) 474-1290

Present use of property: Live performance theater with attached restaurant.
Property acreage: 11.02

Describe Request: Build New Add On Remodel Replace

What is the Conditional Use being requested: Increase landscape for 2 patio slabs with no foundation for situating 2 free standing refrigeration units on back of kitchen.

Applicant(s) have determined that the following approvals may be necessary from other regulatory bodies:

LMCD # 952-745-0789 Watershed District # 952-471-0590

Applicant's Acknowledgement & Signature(s)

This is to certify that I am making application for the described action by the City and that I am responsible for complying with all City requirements with regard to this request. This application should be processed in my name, and I am the party whom the City should contact about this application. The applicant certifies that the information supplied is true and correct to the best of his/her knowledge.

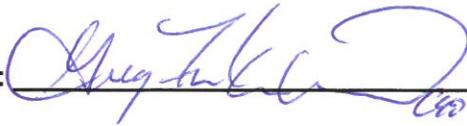
The undersigned also acknowledges that she/he understands that before this request can be considered and/or approved, all required information and fees, including any deposits, must be paid to the City, and if additional fees are required to cover costs incurred by the City, the City has the right to require additional payment from one or more of the undersigned, who shall be jointly liable for such fees.

An incomplete application will delay processing and may necessitate a re-scheduling of the review time frame. The application time line commences once an application is considered complete when all required information and fees are submitted to the City. The applicant recognizes that

he/she is solely responsible for submitting a complete application being aware that upon failure to do so, the staff has no alternative but to reject it until it is complete or to recommend the request for denial regardless of its potential merit.

A determination of completeness of the application shall be made within 15 business days of the application submittal. A written notice of application deficiencies shall be mailed to the applicant with in 15 business days of application.

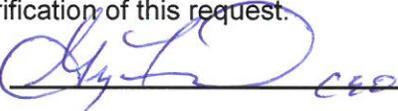
I am the authorized person to make this application and the fee owner has also signed this application.

Applicant's Signature:  **Date:** 3/10/14

Signature: _____ **Date:** _____

Owner's Acknowledgement & Signature(s)

I am / we are the fee title owner of the above described property. I / we further acknowledge and agree to this application and further authorize reasonable entry onto the property by City Staff, Consultants, agents, Planning Commission Members, and City Council Members for purposes of investigation and verification of this request.

Owner's Signature:  **Date:** 3/10/14

Owner's Signature: _____ **Date:** _____

Note – Both signatures are required, if the owner is different than the applicant, before we can process the application, otherwise it is considered incomplete.



10 South Eighth Street
Minneapolis MN 55402

t 612_339_2257
f 612_349_2930
sheadesign.com

consultant

project title
OLD LOG THEATER
5185 MEADVILLE STREET
GREENWOOD, MN 55331

client
GREG & MARISSA
FRANKENFIELD

seal

I HEREBY CERTIFY THAT THIS
PLAN, SPECIFICATION, OR REPORT
WAS PREPARED BY ME OR UNDER
MY DIRECT SUPERVISION AND THAT
I AM A DULY LICENSED ARCHITECT
UNDER THE LAWS OF THE STATE
OF MINNESOTA.

STEVE HASL
PRINTED NAME

SIGNATURE

DATE ISSUED

REG. NO. 21585

no. date issued for
03.17.14 COND USE APP

project no. date
6909.00 09.17.13
drawn checked
JS/HSK JR

sheet title
ARCHITECTURAL SITE PLAN

A010
© 2014 SHEA, INC.



SITE PLAN LEGEND	
---	PROPERTY LINE
	CONSTRUCTION AREA
	EXISTING BUILDING ON SITE
	EXISTING FENCE
	HARDSCAPE

SITE PLAN KEY NOTES	
1	EXISTING DRAINAGE CREEK
2	NOT USED
3	EXISTING OWNER PARKING STALL
4	NEW PORTABLE EXTERIOR COOLER/FREEZER BOXES OVER CONC. SLAB ON GRADE
5	NEW ALUMINUM STOREFRONT VESTIBULE
6	EXTERIOR AREA UNDER EXISTING PORCH ROOF TO BE ENCLOSED FOR STORAGE EXPANSION
7	EXISTING STORAGE ROOM WITHIN BUILDING TO BE RENOVATED FOR DRESSING ROOM EXPANSION
8	EXISTING SPACE NOT IN SCOPE OF WORK
9	FDGF OF WATER
10	NEW INTERNALLY ILLUMINATED MONUMENT SIGNS TO REPLACE EXISTING. (1) MONUMENT ON EACH SIDE OF ENTRANCE ROAD.
11	EXISTING DETENTION POND LOCATION
12	EXISTING WALL STRUCTURE

PARKING	
PARKING COUNT	171 STALLS EXISTING

HARDSCAPE	
TOTAL PROPERTY AREA	481,262 SQ. FT.
TOTAL HARDSCAPE AREA	105,476 SQ. FT.
HARDSCAPE RATIO	21.9%

1 ARCHITECTURAL SITE PLAN
A010 1/32" = 1'-0"



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**GREG & MARISSA
FRANKENFIELD**

seal

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STEVE HAASL
PRINTED NAME

SIGNATURE

DATE ISSUED

REG. NO. 21585

no. date issued for

03.17.14 COND USE APP

Project no. date

6909.00 09.17.13

Drawn JS checked JM

sheet title

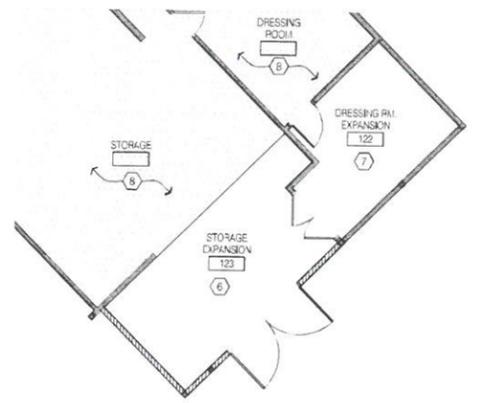
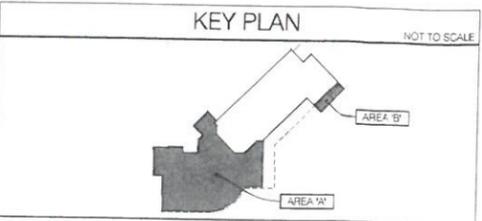
FLOOR PLAN

A111

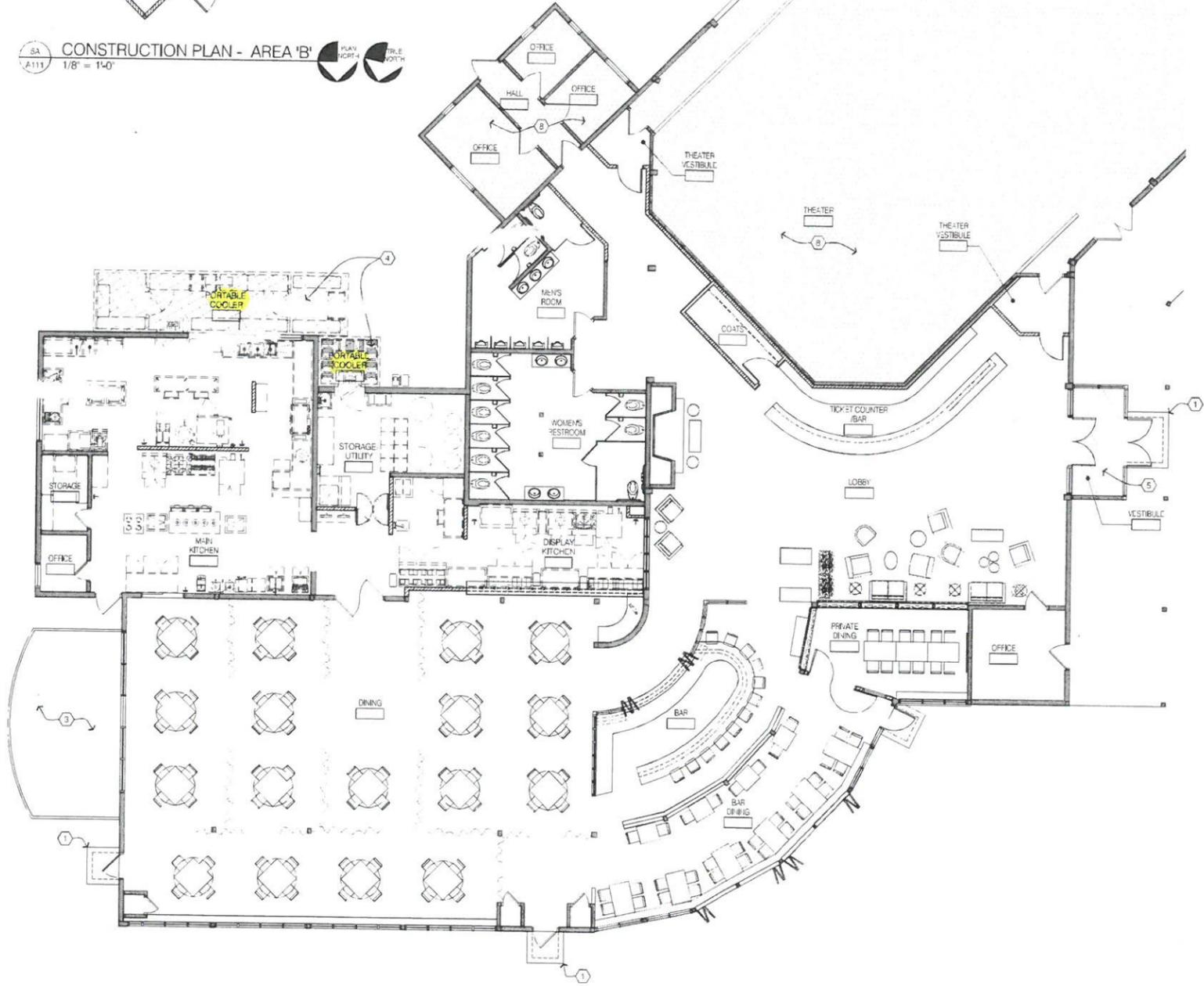
PLAN LEGEND	
	CONSTRUCTION AREA
	AREA NOT IN SCOPE

- | PLAN KEY NOTES | |
|----------------|--|
| 1 | NEW FROST DEPTH STOOP AT EXTERIOR DOOR(S) |
| 2 | NOT USED |
| 3 | EXISTING COURTYARD TO REMAIN |
| 4 | NEW PORTABLE EXTERIOR COOLER/FREEZER BOXES OVER CONC. SLAB ON GRADE |
| 5 | NEW ALUMINUM STOREFRONT VESTIBULE |
| 6 | EXTERIOR AREA UNDER EXISTING PORCH ROOF TO BE ENCLOSED FOR STORAGE EXPANSION |
| 7 | EXISTING STORAGE ROOM WITH-IN BUILDING TO BE RENOVATED FOR DRESSING ROOM EXPANSION |
| 8 | EXISTING SPACE NOT IN SCOPE OF WORK |

SEATING COUNT			
BANQUET	68 SEATS	THEATER	560 SEATS
BAR COUNTER	12 SEATS	TOTAL	560 SEATS
BAR DINING	32 SEATS		
PRIVATE DINING	12 SEATS		
TOTAL	124 SEATS		



SA
A111
CONSTRUCTION PLAN - AREA 'B'
1/8" = 1'-0"



SD
A111
FLOOR PLAN
1/8" = 1'-0"



plans - 2/6/2014 2:08:46 PM R:\9700-0998\9700.00_000.LOG THEATER\CAD\215855.00_A111_CIV_Renew.dwg



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1 612_339_2257
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sheadesign.com

consultant

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client
GREG & MARISSA
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seal

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STEVE HAASL
PRINTED NAME

SIGNATURE

DATE ISSUED

REG. NO. 21585

no. date issued for

03.17.14 COND USE APP

Project No. date

6909.00 09.17.13

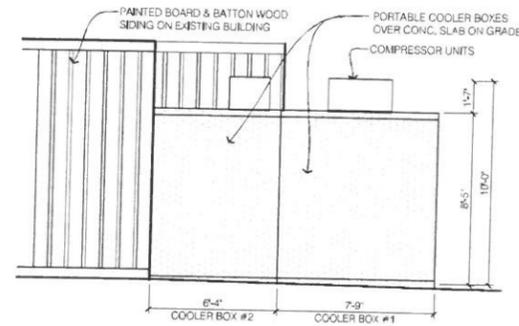
Drawn checked

JS JR

sheet title

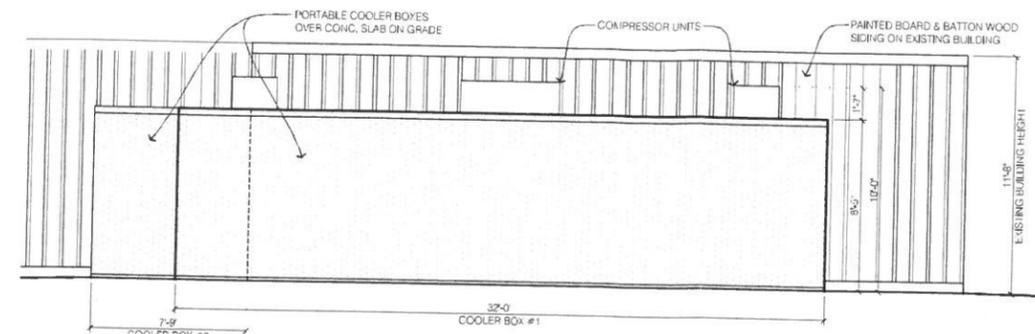
EXTERIOR ELEVATIONS

A201



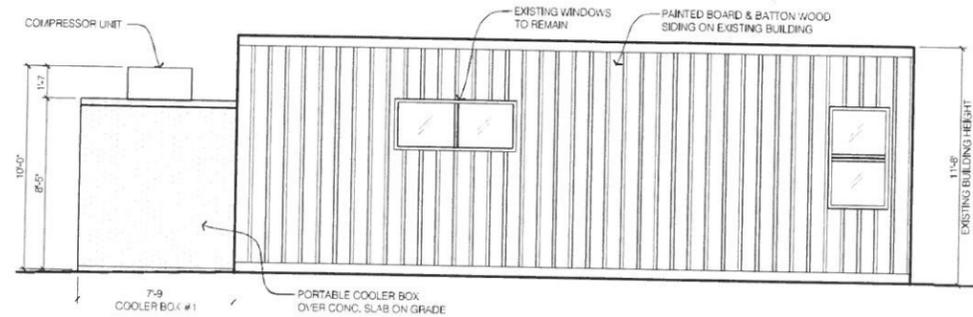
4A EXTERIOR ELEVATION
A201 1/4" = 1'-0"

VIEW LOOKING N.E.



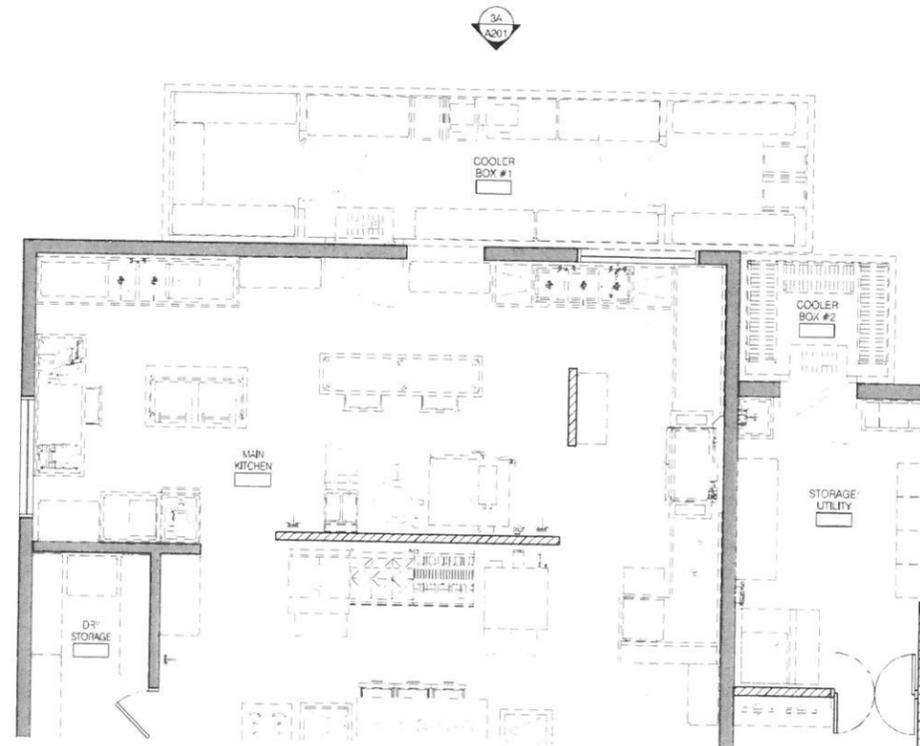
3A EXTERIOR ELEVATION
A201 1/4" = 1'-0"

VIEW LOOKING N.W.



3B EXTERIOR ELEVATION
A201 1/4" = 1'-0"

VIEW LOOKING S.W.

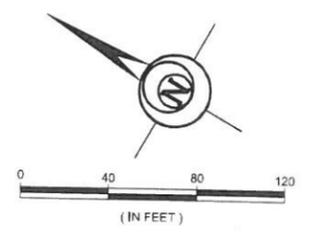


3D REFERENCE FLOOR PLAN
A201 1/4" = 1'-0"

Plan - 3/7/2014 8:44:02 AM R:\1009-099\1009.00_00_LOG_THEATER\CAD\1009.00_A201_City_Review_Dwg.dwg

TOPOGRAPHY SURVEY FOR DEUTSCH CONSTRUCTION

SITE ADDRESS = 5175 MEADVILLE STREET, GREENWOOD, MN.



LAKE MINNETONKA
ELEV. - 929.4
D.T.G. - 3-20-3

MEADVILLE STREET

MINNETONKA BOULEVARD

MEADVILLE STREET

POND
ELEV. 936.6
D.T.G. - 13-20-13

LEGEND

- DENOTES IRON MONUMENT FOUND
- DENOTES IRON MONUMENT SET
- LP ○ DENOTES LIGHT POLE
- GW ○ DENOTES GUY WIRE
- PP ○ DENOTES POWER POLE
- DENOTES CATCH BASIN
- ⊠ DENOTES WATER VALVE
- ⊠ DENOTES FIRE HYD
- STMH ○ DENOTES STORM MANHOLE
- DENOTES RETAINING WALL
- DENOTES SANITARY SEWER LINE
- DENOTES WATER MAIN LINE
- DENOTES STORM SEWER LINE
- X-X-X- DENOTES FENCE
- GAS-GAS-GAS-GAS- DENOTES UNDERGROUND GAS LINE
- OHP-OHP-OHP-OHP- DENOTES OVERHEAD POWER
- DENOTES BITUMINOUS SURFACE
- DENOTES CONCRETE SURFACE
- DENOTES FLAGSTONE/PAVER SURFACE
- DENOTES GRAVEL SURFACE
- DENOTES EXISTING CONTOUR

I HEREBY CERTIFY THAT THIS SURVEY WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED LAND SURVEYOR UNDER THE LAWS OF THE STATE OF MINNESOTA.
DATE: 6-17-2013
Thomas J. O'Meara
THOMAS J. O'MEARA, LAND SURVEYOR
MINNESOTA LICENSE NO. 46167

ORIG DATE:		
DESIGN BY:		
DRAWN BY:	TJO	
CHECKED BY:	TJO	
DATE	BY	DESCRIPTION
REVISIONS		

PREPARED BY:
Bohlen
Surveying & Associates
31432 Follage Avenue
Northfield, MN 55057
Phone: (507) 645-7768
tomeara@bohlersurveying.com

1584 Cliff Road East
Burnsville, MN 55337
Phone: (952) 895-9212
Fax: (952) 895-9259

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COUNCIL OF THE CITY
OF GREENWOOD, MINNESOTA ACTING AS THE
BOARD OF APPEALS AND ADJUSTMENTS**

In Re: Application of Excelsior Entertainment, LLC d/b/a The Old Log Theater for a Conditional Use Permit Under Greenwood Ordinance Code Section 1123.30

WHEREAS, Excelsior Entertainment, LLC d/b/a The Old Log Theater, 5185 Meadville Street, Greenwood, Minnesota 55331 (PID No. 26-117-23-31-002), in conformance with Greenwood Ordinance Code Section 1123.30, has made application for a Conditional Use Permit under Section 1123.35; and

WHEREAS, the applicant proposes the addition of two “at grade, concrete pads” to be installed at the northeast corner of the principal theater building for the purpose of placement of two refrigeration/freezer units in support of theater kitchen operations; and

WHEREAS, notice of public hearing was published and notice was given to neighboring property owners, and a public hearing held before the Planning Commission on April 16, 2014 to consider the application; and

WHEREAS, public comment was taken at the public hearing and the Planning Commission has considered the matter and conditionally recommended approval of a Conditional Use Permit authorizing the proposed improvement to the property.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF GREENWOOD, MINNESOTA, ACTING AS THE BOARD OF APPEALS AND ADJUSTMENTS DOES HEREBY MAKE THE FOLLOWING:

FINDINGS OF FACT

1. The applicant’s property is located at 5185 Meadville Street, Greenwood, Minnesota 55331, within the R-1 C Single Family District.
2. By terms of Greenwood Council Resolution 31-13 and Greenwood Ordinance Code Section 1123.25, the operation of The Old Log Theater and restaurant at 5185 Meadville Street, Greenwood, Minnesota has been found to be an existing legal non-conforming use which may be

continued in conformance with the limits of said findings.

3. The applicant's request to place a concrete pad outside the envelope of the existing building is, in the opinion of the Zoning Administrator, a "change to the manner of use of the property" authorized under Section 1123.25, Subd. 2.
4. Pursuant to Greenwood Ordinance Code Section 1120.30, any change in the manner of use of the property as authorized under Section 1123.25, Subd. 2 is an event which necessitates the property's owner to make application for a Conditional Use Permit.
5. Accordingly, the applicant has voluntarily made an application for a CUP and on its issuance; the applicant's property shall become subject to the terms and conditions of the CUP authorized under Section 1123.35, Subd. 3(a), conditions enumerated under Section 1123.40, Subd. 1 and general conditions of the Zoning Code under Section 1140, et seq.
6. The proposed concrete pads, 32 x 7.5 ft and 7.5 x 6.5 ft are to be located in the NE corner of the theater building adjacent to easterly property line, and are intended to support new portable refrigerator/freezer units for the kitchen. The pads will be placed on grade without footings.
7. The applicant has represented that the proposed refrigeration/freezer units can be located on the pads in such a way as to be at least ___ feet from the easterly property line.
8. The applicant proposes to paint the refrigerator/freezer units in a manner to cause them to blend with the exterior finish of the building in conformance with Greenwood Ordinance Code Section 1123.35, Subd. 1(4).
9. The two movable refrigerator/freezer units will not be secured to the pad or require footings. They are personal, movable property, and not structures, and as such are not independently required to meet Zoning Code side yard setbacks. However, the property is a legal non-conforming use which if changed or expanded becomes subject to imposition of CUP related conditions under Greenwood Ordinance Code Section 1123.40, Subd. 1.
10. By Greenwood Ordinance Code Section 1150.20, Subd. 2, Conditional Uses (General Regulations), the Council may impose such conditions and safeguards upon the premises benefitted by a Conditional Use Permit as may be necessary to maintain compatibility with other properties in the neighborhood.

11. Under Greenwood Ordinance Code Section 1123.40, Subd. 1, specific conditions related to the “theater with attached restaurant” use may also be imposed including, but not limited to, odor regulation and management, noise limits and management, number, size, and location of buildings and accessory structures and related conditions.
12. At the hearing, the Planning Commission took public comment. The Commission observed the refrigeration/freezer units may generate noise and should be located outside the 10-foot side yard setback under Greenwood Ordinance Code 1123.15, if possible.
13. The Planning Commission moved approval of the applicant’s Conditional Use Permit application on condition 1) that the refrigerator/freezer units be operated in a manner which is Code compliant relative with the City’s Noise Ordinance (Section 1140.55, Subd. 1), and 2) that the proposed refrigerator/freezer units be located moved outside of the 10-foot setback if the City Council deems same a structure under the Zoning Code; and should be so located in any event. The motion passed 4 to 0.
14. The Council finds that the proposed concrete pad for refrigeration/freezer units and the addition of same, to be a change in the manner of the use of the property defined under Section 1123.25, Subd. 2 and Greenwood City Resolution 31-13, requiring a Conditional Use Permit to be first issued under Greenwood Ordinance Code Section 1123.30, Subd. 1.
15. The City Council finds that the proposed concrete pads are not an accessory building or structure, nor do they constitute the addition of a structure to the principal theater building necessitating a variance first obtained (Section 1123.35, Subd. 1(3)).
16. The Council finds 1) that the proposed refrigerator/freezer units are personal property, and 2) provided, they are painted to blend with the building, and screened with evergreens, they are “architecturally compatible” with the existing use in conformance with Greenwood Ordinance Code Section 1123.35, Subd. 1(5).
17. The City Council finds that the present application and conditions attached to the grant of the application are limited to the facts of the present application and no more. Furthermore, the conditional regulations presently imposed on the property use are in addition to the existing grandfathered use limits of use and are not representative or limiting of the scope of regulation that might be imposed by the City in the future, should a change to the manner of the use of the property occur and an amended CUP related to such change be needed.

18. The City Council finds the following conditions relating to the use of the property as presently proposed are reasonable and necessary and should be made a condition of the Conditional Use Permit requested:

- a. The refrigerator/freezer units shall be located a minimum of ____ feet from the easterly lot line of the property;
- b. The refrigerator/freezer units shall be operated in a manner which is Code compliant including Greenwood Ordinance Code Section 1140.55, Subd. 1, Noise Regulation;
- c. The refrigeration/freezer units must be screened from public view by natural evergreen vegetation (i.e., arborvitae) which will also serve to muffle sound;
- d. Pursuant to Greenwood Ordinance Code Section 1120.30, any future change in the manner of use of the property as authorized under Section 1123.25, Subd. 2 is an event which will necessitate the property's owner of the subject property to make application for an amended Conditional Use Permit subject to appropriate related conditions as may then be determined.
- e. A certified copy of this Resolution should be filed by the applicant with the Hennepin County Registrar of Titles and proof of filing provided to the Clerk of the City before the planned improvements are installed.

CONCLUSIONS OF LAW

Based upon the foregoing Findings of Fact, the City Council acting as the Board of Appeals and Adjustments makes the following Conclusions of Law.

1. The instant CUP application of Excelsior Entertainment, LLC d/b/a The Old Log Theater relating to the operation of theater and restaurant as a Conditional Permitted Use under Greenwood Ordinance Code Section 1123, et seq. relates to a change to the manner of the use of the property and may be issued under Greenwood Ordinance Code Section 1123.25, Subd. 2; and
2. The CUP requested for the present change in manner of use is reasonable and should be granted on the following conditions:
 - a. The refrigerator/freezer units shall be located a minimum of ____ feet from the easterly lot line of the property;

- b. The refrigerator/freezer units shall be operated in a manner which is Code compliant including Greenwood Ordinance Code Section 1140.55, Subd. 1, Noise Regulation;
- c. The refrigeration/freezer units must be screened from public view by natural evergreen vegetation (i.e., arborvitae) which will also serve to muffle sound;
- d. Pursuant to Greenwood Ordinance Code Section 1120.30, any future change in the manner of use of the property as authorized under Section 1123.25, Subd. 2 is an event which will necessitate the property's owner of the subject property to make application for an amended Conditional Use Permit subject to appropriate related conditions as may then be determined.
- e. A certified copy of this Resolution should be filed by the applicant with the Hennepin County Registrar of Titles and proof of filing provided to the Clerk of the City before the planned improvements are installed.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GREENWOOD, MINNESOTA ACTING AS THE BOARD OF APPEALS AND ADJUSTMENTS.

1. The City of Greenwood does hereby grant and issue a Conditional Use Permit to the applicant for the subject property to permit the placement of an at grade concrete pads of 32 x 7.5 ft and 7.5 x 6.5 ft dimension to support placement for two refrigerator/freezer units, deemed movable personal property, on the following conditions:
 - a. The refrigerator/freezer units shall be located a minimum of ___ feet from the easterly lot line of the property;
 - b. The refrigerator/freezer units shall be operated in a manner which is Code compliant including Greenwood Ordinance Code Section 1140.55, Subd. 1, Noise Regulation;
 - c. The refrigeration/freezer units must be screened from public view by natural evergreen vegetation (i.e., arborvitae) which will also serve to muffle sound;
 - d. Pursuant to Greenwood Ordinance Code Section 1120.30, any future change in the manner of use of the property as authorized under Section 1123.25, Subd. 2 is an event which will necessitate the property's owner of the subject property to make application for an amended Conditional Use Permit

subject to appropriate related conditions as may then be determined.

- e. A certified copy of this Resolution should be filed by the applicant with the Hennepin County Registrar of Titles and proof of filing provided to the Clerk of the City before the planned improvements are installed.

PASSED THIS _____ DAY OF _____, 2014 BY THE CITY COUNCIL OF THE CITY OF GREENWOOD, MINNESOTA ACTING AS THE BOARD OF APPEALS AND ADJUSTMENTS FOR THE CITY OF GREENWOOD, MINNESOTA.

Ayes_____, Nays_____.

CITY OF GREENWOOD

Attest:

By: _____
Debra R. Kind, Mayor

Gus Karpas, Clerk/Administrator



Agenda Number: 7C

Agenda Date: 05-07-14

Prepared by Deb Kind

Agenda Item: Proposal for Limited-Use Dock by Greenwoods on the Lake

Summary: A representative from the Greenwoods by the Lake neighborhood will give a brief presentation at the 5/7 council meeting.

Council Action: None required.



Agenda Number: **7D**

Agenda Date: **05-07-14**

Prepared by *Gus Karpas*

Agenda Item: 1st Reading of Ordinance 229, An Ordinance of the City of Greenwood, Minnesota Amending Greenwood Ordinance Code Section 1176 Shoreland Management District Relating to Impervious Surfaces in Residential Districts

Summary: A recent variance request to exceed the permitted impervious surface area prompted the Planning Commission to review some of the provisions contained in Section 1176.07.05, for granting variances for such requests. At their February meeting they discussed draft ordinance language that would address the requirement placing the burden of proof on current homeowners showing that impervious surface coverage in excess of 30% on their property existed prior to the adoption of the current Shoreland Management Ordinance, the use of the term "Illegal" and the inclusion of driveways necessary for access to the property as a penalty against a property, being deemed a landscape feature not eligible for consideration when exchanging impervious surface when an existing structure is being expanded or a new one is constructed.

The Commission discussed the ordinance again at their March meeting and held a public hearing at their April meeting.

Planning Commission Action: Motion by Commissioner Reeder to recommend the Council approve Ordinance 229, An Ordinance of the City of Greenwood, Minnesota Amending Greenwood Ordinance Code Section 1176 Shoreland Management District Relating to Impervious Surfaces in Residential Districts, as written. Paeper seconded the motion. Motion carried 4-0.

Timeline:

- ~~02-19-14 — Planning commission discusses Ordinance 229 and directs staff to schedule a public hearing.~~
- ~~02-27-14 — Deadline to submit public hearing notice to Sun-Sailor.~~
- ~~03-06-14 — Public hearing notice published in Sun-Sailor (must be at least 10 days prior to the public hearing).~~
- ~~03-19-14 — Planning commission holds the public hearing and makes a recommendation to the city council.~~
- ~~04-16-14 — Planning commission makes recommendation to city council.~~
- 05-07-14 City council considers 1st reading of the ordinance.
- 06-04-14 City council considers 2nd reading of the ordinance.
- 06-05-14 Ordinance 229 submitted to Sun-Sailor.
- 06-12-14 Ordinance 229 published in Sun-Sailor (the ordinance goes into effect the date it is published).

Council Action: None required. Potential motions ...

1. I move the city council approves the 1st reading of ordinance 229 as presented.
2. I move the city council approves the 1st reading of ordinance 229 with the following revisions: _____.
3. Other motion ???

Greenwood code section 1215 requires 2 readings of all ordinances prior to adoption. The 2nd reading shall be within 3 months of the 1st reading. There may be changes between the 1st and 2nd readings. Ordinances go into effect once they are published in the city's official newspaper. The planning commission must hold a public hearing and make a recommendation to the city council regarding any changes to the zoning code chapter 11.

ORDINANCE NO. 229

**AN ORDINANCE OF THE CITY OF GREENWOOD, MINNESOTA
AMENDING GREENWOOD ORDINANCE CODE SECTION 1176 SHORELAND MANAGEMENT DISTRICT RELATING
TO IMPERVIOUS SURFACES IN RESIDENTIAL DISTRICTS**

THE CITY COUNCIL OF THE CITY OF GREENWOOD, MINNESOTA DOES ORDAIN:

SECTION 1.

Greenwood ordinance code section 1176.07.05 subd. 4(1) is amended to read as follows:

1. Variance applicants with total impervious surface coverage in excess of 30% shall have the burden of proof to establish that the excess is a *legal* nonconforming use by showing evidence that the excess was in existence prior to the adoption of the Shoreland Management Ordinance (December 1992), or by showing the excess was approved by the city. If no such evidence exists, the city council may require the property owner to reduce impervious surfaces as a condition of variance approval.

SECTION 2.

Greenwood ordinance code section 1176.07.05 subd. 4(2) is amended to read as follows:

2. Nonconforming landscape related impervious surfaces cannot be exchanged for an increase in structural related impervious surfaces to obtain a variance from impervious surface requirements. Variance applicants shall provide a certified survey showing separate calculations for structural related impervious surfaces and landscaping related impervious surfaces.
 - Structural-related impervious surfaces include buildings, decks, staircases, etc.
 - Landscape-related impervious surfaces include sidewalks, retaining walls, steps plastic landscaping sheets, patios, etc.

SECTION 3.

Greenwood ordinance code section 1176.07.05 subd. 4(3) is created to read as follows:

3. Driveways may be exchanged for structural impervious surface. Future driveway expansion must comply with the provisions set forth in subdivision 1 of this section.

SECTION 4.

Effective Date. This ordinance shall be effective upon publication according to law.

Enacted by the city council of the city of Greenwood, Minnesota this __ day of ____, 2014.

__ AYES, __ NAYS

CITY OF GREENWOOD

By: _____
Debra J. Kind, Mayor

Attest: _____
Gus E. Karpas, City Clerk

First reading: _____, 2014
Second reading: _____, 2014
Publication: _____, 2014

ORDINANCE NO. 229

**AN ORDINANCE OF THE CITY OF GREENWOOD, MINNESOTA
AMENDING GREENWOOD ORDINANCE CODE SECTION 1176 SHORELAND MANAGEMENT DISTRICT RELATING
TO IMPERVIOUS SURFACES IN RESIDENTIAL DISTRICTS**

THE CITY COUNCIL OF THE CITY OF GREENWOOD, MINNESOTA DOES ORDAIN:

SECTION 1.

Greenwood ordinance code section 1176.07.05 subd. 4(1) is amended to read as follows:

1. Variance applicants with total impervious surface coverage in excess of 30% shall have the burden of proof to establish that the excess is a *legal* nonconforming use by showing evidence that the excess was in existence ~~before prior~~ prior to the adoption of the Shoreland Management Ordinance (December 1992), or by showing the excess was approved by the city. If no such evidence exists, ~~then impervious surfaces in excess of 30% shall be deemed an illegal nonconforming use,~~ and the city council may require the property owner to reduce impervious surfaces as a condition of variance approval.

SECTION 2.

Greenwood ordinance code section 1176.07.05 subd. 4(2) is amended to read as follows:

2. ~~Nonconforming landscape related impervious surfaces cannot be exchanged for an increase in structural related impervious surfaces to obtain a variance from impervious surface requirements.~~ Variance applicants shall provide a certified survey showing separate calculations for structural related impervious surfaces and landscaping related impervious surfaces.
 - Structural-related impervious surfaces include buildings, decks, staircases, etc.
 - Landscaping-related impervious surfaces include ~~driveways,~~ sidewalks, retaining walls, steps plastic landscaping sheets, patios, etc.

SECTION 3.

Greenwood ordinance code section 1176.07.05 subd. 4(3) is created to read as follows:

3. Driveways may be exchanged for structural impervious surface. Future driveway expansion must comply with the provisions set forth in subdivision 1 of this section.

SECTION 4.

Effective Date. This ordinance shall be effective upon publication according to law.

Enacted by the city council of the city of Greenwood, Minnesota this ___ day of _____, 2014.

___ AYES, ___ NAYS

CITY OF GREENWOOD

By: _____
Debra J. Kind, Mayor

Attest: _____
Gus E. Karpas, City Clerk

First reading: _____, 2014
Second reading: _____, 2014
Publication: _____, 2014



Agenda Number: **7E**

Agenda Date: **05-07-14**

Prepared by Gus Karpas

Agenda Item: 1st Reading of Ordinance 232 Amending Section 1140.40 Regarding Signs in Residential Areas

Summary: The Old Log Theater has indicated they will have to update their signage in the future. The current sign ordinance prohibits the alteration of on-premises signs located within residential districts identifying or advertising an establishment, person, activity, goods, products or services located on the premises where the sign is installed.

The proposed amendment would make an exception for business operating under an approved conditional use permit. This exception would apply only to the Old Log Theater. The proposed changes in the ordinance language are highlighted in red. To move this amendment forward as efficiently as possible, the city attorney recommended that the city council hold the public hearing.

The planning commission reviewed ordinance 232, and made the below recommendation to the city council.

Planning Commission Action: Motion by Commissioner Conrad to recommend the council approve Ordinance 232, An Ordinance of the City of Greenwood, Minnesota Amending Greenwood Ordinance Code Section 1140.40 Regarding Signs in Residential Areas, as written. Paeper seconded the motion. Motion carried 4-0.

Timeline:

- ~~04-08-14 — Public hearing notice submitted to Sun-Sailor.~~
- ~~06-16-14 — Planning commission discusses the ordinance and makes a recommendation to the city council.~~
- ~~04-17-14 — Public hearing notice published in Sun-Sailor (must be at least 10 days prior to the public hearing).~~
- 05-07-14 City council holds a public hearing and considers 1st reading of the ordinance.
- 06-04-14 City council considers 2nd reading of the ordinance.
- 06-05-14 Ordinance 232 submitted to Sun-Sailor.
- 06-19-14 Ordinance 232 published in Sun-Sailor (the ordinance goes into effect the date it is published).

Council Action: Required. Potential motions ...

1. I move the city council approves the 1st reading of ordinance 232 as presented.
2. I move the city council approves the 1st reading of ordinance 232 with the following revisions: _____.
3. Other motion ???

Greenwood code section 1215 requires 2 readings of all ordinances prior to adoption. The 2nd reading shall be within 3 months of the 1st reading. There may be changes between the 1st and 2nd readings. Ordinances go into effect once they are published in the city's official newspaper. The planning commission must review and make a recommendation to the city council any changes to the zoning code chapter 11.

ORDINANCE NO. 232

**AN ORDINANCE OF THE CITY OF GREENWOOD, MINNESOTA
AMENDING GREENWOOD ORDINANCE CODE SECTION 1140.40 REGARDING SIGNS IN RESIDENTIAL AREAS
THE CITY COUNCIL OF THE CITY OF GREENWOOD, MINNESOTA DOES ORDAIN:**

SECTION 1.

Greenwood ordinance code section 1140.40 subd 5 (r) is amended to read as follows:

"Subd. 5. Prohibited Signs. Unless a sign is specifically permitted under this section, or a temporary sign permit has been issued for the sign under this section, or a conditional use permit has been issued for the sign under the city's zoning ordinance, the sign is prohibited. By way of example and not by way of limitation, the following signs are specifically prohibited:

- (a) Billboards.
- (b) Flashing signs, searchlights, flags, or whirling devices.
- (c) Animated signs.
- (d) Signs that emit sound, odor or visible matter.
- (e) Signs attached to or trailered by a vehicle parked primarily for use as a sign for any period of time.
- (f) Balcony signs and signs mounted or supported on a balcony.
- (g) Any sign that obstructs any part of a doorway, stairway or fire escape.
- (h) Signs within the public right-of-way, public property or public easement.
- (i) Any sign projecting above the roofline of the structure to which it is affixed.
- (j) Signs that project beyond the property line of the property upon which the sign is located.
- (k) Signs that have a structural member or other portion closer than 10 feet to a side lot line.
- (l) Signs intended to be for the purpose of business advertising in any residentially zoned areas, including window signs.
- (m) Any sign which by reason of its location, color, or intensity, creates a hazard to the safe and efficient movement of vehicles or pedestrian traffic, including any sign which might be construed as a traffic control or which otherwise resembles any official marker erected by a governmental body or agency.
- (n) Window signs that obstruct the window to the point where the interior of the building cannot be observed by police or other security personnel.
- (o) Wall signs having a sign surface area exceeding 15% of the area of the wall surface (including doors and windows) to which it is affixed.
- (p) Signs constructed so that the message or communication is not flat against the sign structure.
- (q) Off-premise commercial signs whether located in a commercially or residentially zoned property.
- (r) On-premise sign located within residential districts, permitted conditional use businesses excepted, identifying or advertising an establishment, person, activity, goods, products or services located on the premises where the sign is installed.
- (s) Changeable copy signs – electronic, multi-vision signs, portable signs, rotating signs, shimmering signs, stringers or suspended signs.
- (t) Content classified as obscene as defined by Minnesota statutes chapter 617.
- (u) Abandoned signs as defined by section 1140.40.03(1).
- (v) Dynamic display signs.
- (w) Electronic graphic display signs.
- (x) Video display signs."

SECTION 2.

Effective Date. This ordinance shall be effective upon publication according to law.

Enacted by the city council of Greenwood, Minnesota this ___ day of _____, 2014.

___ AYES ___ NAYS

CITY OF GREENWOOD

By: _____
Debra J. Kind, Mayor

Attest: _____
Gus E. Karpas, City Clerk

First reading: _____, 2014
Second reading: _____, 2014
Publication: _____, 2014



Agenda Number: 7F

Agenda Date: 05-07-14

Prepared by Deb Kind

Agenda Item: Consider: Assessor Contract

Summary: The council packet includes a copy of the 2011-14 agreement with Hennepin county to provide assessor services for the city through July 31, 2014.

Paragraph 11 of the agreement states that either party may initiate an extension of the agreement for a term of 4 years by giving the other written notice of its intent to so extend no less than 150 days prior to the termination of the agreement (03-03-14). To the best of my knowledge, the city received no such notification from the county by the deadline. However, if the city did receive notification, 04-12-14 would be the deadline to notify the county that we do NOT want to continue assessment services. After consulting with the other half of the administrative committee (Councilman Tom Fletcher), I (Deb Kind) sent the attached certified letter to the county assessor on 04-12-14. The city may end up signing a new contract with the county assessor, but at least sending the letter keeps our options open.

After sending the 04-12-14 letter, the city received the attached 04-15-14 letter from the county assessor Jim Atchison.

Note: Prior to the council approving the 2010 contract, the council advertised for assessor services and could not find anyone willing to submit a proposal at that time.

Council Action: Council action is not required. Potential motions ...

1. I move the city council authorizes the city clerk to advertise a Request for Proposals (RFPs) to provide assessor services for the city from August 1, 2014 through July 31, 2016. Such proposals are due by 5pm on June 24, 2014. The council will make a decision at the July 9, 2014 council meeting.
2. Other motion ???

AGREEMENT

THIS AGREEMENT, Made and entered into by and between the COUNTY OF HENNEPIN, a political subdivision of the State of Minnesota, hereinafter referred to as the "COUNTY", and the CITY OF GREENWOOD, a political subdivision of the State of Minnesota, hereinafter referred to as "CITY";

WHEREAS, said CITY lies wholly within the COUNTY OF HENNEPIN and constitutes a separate assessment district; and

WHEREAS, under such circumstances, the provisions of Minnesota Statutes, Section 273.072 and Minnesota Statutes, Section 471.59 permit the County Assessor to provide for the assessment of property; and

WHEREAS, said CITY desires the COUNTY to perform certain assessments on behalf of said CITY; and

WHEREAS, the COUNTY is willing to cooperate with said CITY by completing the assessment in a proper manner;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, it is agreed as follows:

1. The COUNTY shall perform the 2011, 2012, 2013, and 2014 property assessment for the CITY OF GREENWOOD in accordance with property assessment procedures and practices established and observed by the COUNTY, the validity and reasonableness of which are hereby acknowledged and approved by the CITY. Any such practices and procedures may be changed from time to time, by the COUNTY in its sole judgment, when good and efficient assessment procedures so require. The

property assessment by the COUNTY shall be composed of those assessment services which are set forth in Exhibit A, attached hereto and made a part hereof by this reference, provided that the time frames set forth therein shall be considered to be approximate only.

2. All information, records, data, reports, etc. necessary to allow the COUNTY to carry out its herein responsibilities shall be furnished to the COUNTY without charge by the CITY, and the CITY agrees to cooperate in good faith with the COUNTY in carrying out the work under this Agreement.

3. The CITY agrees to furnish, without charge, office space needed by the COUNTY at appropriate places in the CITY's offices. The keys thereto shall be provided to the COUNTY. The CITY assures that such areas shall not be unattended, during or after work of any kind by or on behalf of the CITY, in any area occupied by the COUNTY as provided herein, or if unattended, the CITY shall make certain that such areas are locked and secured. Such office space shall be sufficient in size to accommodate reasonably one (1) appraiser and any furniture placed therein. The office space shall be available for the COUNTY's use at any and all times during the CITY's business hours, and during all such hours the COUNTY shall be provided with levels of heat, air conditioning and ventilation as are appropriate for the seasons.

4. The CITY also agrees to provide appropriate desk and office furniture as necessary, clerical and secretarial support necessary and reasonable for the carrying out of the work herein, necessary office supplies and equipment, copying machines and fax machines and their respective supplies, and telephone service to the COUNTY, all without charge to the COUNTY.

5. It shall be the responsibility of the CITY to have available at the CITY's offices each CITY working day a person who has the knowledge and skill to be able to answer routine questions pertaining to homesteads and property assessment matters and to receive, evaluate and organize homestead applications. It shall also be the responsibility of the CITY to promptly refer any homestead application which needs investigation to the COUNTY.

6. In accordance with Hennepin County Affirmative Action Policy and the County Commissioners' policies against discrimination, no person shall be excluded from full employment rights or participation in or the benefits of any program, service or activity on the grounds of race, color, creed, religion, age, sex, disability, marital status, sexual orientation, public assistance status, ex-offender status or national origin; and no person who is protected by applicable Federal or State laws, rules and regulations against discrimination shall be otherwise subjected to discrimination.

7. It is agreed that nothing herein contained is intended or should be construed in any manner as creating or establishing the relationship of joint venturers or co-partners between the parties hereto or as constituting the CITY as the agent, representative or employee of the COUNTY for any purpose or in any manner whatsoever. Any and all personnel of CITY or other persons, while engaged in the performance of any activity under this Agreement, shall have no contractual relationship with the COUNTY and shall not be considered employees of the COUNTY and any and all claims that may or might arise under the Workers' Compensation Act of the State of Minnesota on behalf of said personnel or other persons while so engaged, and any and all claims whatsoever on behalf of any such person or personnel arising out of

employment or alleged employment including, without limitation, claims of discrimination against the CITY, its officers, agents, CITY or employees shall in no way be the responsibility of the COUNTY, and CITY shall defend, indemnify and hold the COUNTY, its officials, officers, agents, employees and duly authorized volunteers harmless from any and all such claims regardless of any determination of any pertinent tribunal, agency, board, commission or court. Such personnel or other persons shall not require nor be entitled to any compensation, rights or benefits of any kind whatsoever from the COUNTY, including, without limitation, tenure rights, medical and hospital care, sick and vacation leave, Workers' Compensation, Re-employment Compensation, disability, severance pay and retirement benefits.

8. CITY agrees that it will defend, indemnify and hold the COUNTY, its elected officials, officers, agents, employees and duly authorized volunteers harmless from any and all liability (statutory or otherwise) claims, suits, damages, judgments, interest, costs or expenses (including reasonable attorney's fees, witness fees and disbursements incurred in the defense thereof) resulting from or caused by any act or omission of the CITY, its officers, agents, contractors, employees or duly authorized volunteers in the performance of the responsibilities provided by this Agreement.

9. The COUNTY shall endeavor to perform all services called for herein in an efficient manner. The sole and exclusive remedy for any breach of this Agreement by the COUNTY and for COUNTY's liability of any kind whatsoever, including but not limited to liability arising out of, resulting from or in any manner related to contract, tort, warranty, statute or otherwise, shall be limited to correcting diligently any deficiency in said services as is reasonably possible under the pertinent circumstances.

10. Neither party hereto shall be deemed to be in default of any provision of this Agreement, or for delay or failure in performance, resulting from causes beyond the reasonable control of such party, which causes shall include, but are not limited to, acts of God, labor disputes, acts of civil or military authority, fire, civil disturbance, changes in laws, ordinances or regulations which materially affect the provisions hereof, or any other causes beyond the parties' reasonable control.

11. This Agreement shall commence on August 1, 2010, and shall terminate on July 31, 2014. Either party may initiate an extension of this Agreement for a term of four (4) years by giving the other written notice of its intent to so extend no less than 150 days prior to the termination of this Agreement. If the party who receives said notice of intent to extend gives written notice to the other party of its desire not to extend within 110 days prior to termination of this Agreement, this Agreement shall terminate on July 31, 2014.

Nothing herein shall preclude the parties, prior to the end of this Agreement, from agreeing to extend this contract for a term of four (4) years. Any extended term hereof shall be on the same terms and conditions set forth herein and shall commence on August 1, 2014. Either party may terminate this Agreement for "just cause" as determined by the Commissioner of Revenue after hearing for such a determination is held by the Commissioner of Revenue and which has been attended by representatives of COUNTY and CITY or which said representatives had a reasonable opportunity to attend, provided that after such determination, any party desiring to cancel this Agreement may do so by giving the other party no less than 120 days' written notice. If the CITY should cancel this Agreement, as above provided, before the completion of the then current property assessment by the COUNTY, the CITY

agrees to defend and hold the COUNTY, its officials, officers, agents, employees and duly authorized volunteers harmless from any liability that might ensue as a result of the non-completion of a property tax assessment.

For the purpose of this Agreement, the term "just cause" shall mean the failure of any party hereto reasonably to perform a material responsibility arising hereunder.

12.A. In consideration of said assessment services, the CITY agrees to pay the COUNTY the sum of Fourteen Thousand Dollars (\$14,000) for each assessment, provided that any payment for the current year's assessment may be increased or decreased by that amount which exceeds or is less than the COUNTY's estimated cost of appraising new construction and new parcels for the current year's assessment. The amount of any increase or decrease shall be specified in the billing for the current year's assessment.

12.B. Regarding each assessment, in addition to being subject to adjustment in the above manner, said assessment cost of \$14,000.00 may also be increased by the COUNTY if:

- (1) The COUNTY determines that any cost to the COUNTY in carrying out any aspect of this Agreement has increased, including but not limited to the following types of costs: **new construction and new parcel appraisals, gasoline, postage, supplies, labor (including fringe benefits) and other types of costs, whether similar or dissimilar;** and/or
- 2) The COUNTY reasonably determines that other costs should be included in the costs of assessment work.

If the COUNTY desires to increase the assessment cost pursuant to this paragraph 12(B), it shall give written notice thereof by June 15 of any year and such increase shall apply to the assessment for the calendar year next following the current calendar year. Any such notification shall specifically set forth the amount of any new construction and new

parcel appraisal charges. Notwithstanding any provisions herein to the contrary, if any such increase, exclusive of any charge for the estimated costs of new construction and new parcel appraisals, exceeds ten (10%) percent of the amount charged for the assessment for the then current calendar year, exclusive of any charge for the estimated costs of new construction and new parcel appraisals, the CITY may cancel this Agreement by giving to the COUNTY written notice thereof, provided that said cancellation notice must be received by the COUNTY not later than July 24 of the then current calendar year and said cancellation shall be effective no earlier than five (5) days after the receipt of said notice by the COUNTY and not later than July 31 of said current calendar year. Supportive records of the cost increase will be open to inspection by the CITY at such times as are mutually agreed upon by the COUNTY and CITY.

Failure of the COUNTY to give the CITY a price-change notice by June 15 shall not preclude the COUNTY from giving CITY such notice after said date but prior to September 1 of any year, provided that if such price increase exceeds said ten (10%) - all as above set forth - the CITY may cancel this Agreement if the COUNTY receives notice thereof not later than thirty-nine (39) days from the date of receipt by the CITY of any said late price-change notice, provided further that any such cancellation shall be effective not earlier than five (5) days after COUNTY's receipt of said cancellation notice and not later than forty-six (46) days after the CITY's receipt of any said price-increase notice.

Payment for each assessment shall be made in the following manner:
Approximately one-half (1/2) of the cost of an assessment (the amount payable being set forth in a bill sent by the COUNTY to the CITY) shall be paid by the CITY no later

than the fifteenth (15th) day of the December which precedes the pertinent assessment year; and the remaining portion of said cost (the amount payable being set forth in a bill sent by the COUNTY to the CITY) shall be paid by the CITY no later than July 15 of the pertinent year.

The COUNTY may bill the CITY after the aforesaid dates and in each such case, the CITY shall pay such bill within fifteen (15) days after receipt thereof. In the event the CITY receives a bill less than fifteen (15) days before said December 15 or said July 15, such bill shall be paid not more than fifteen (15) days after its receipt.

13. Any notice or demand, which may or must be given or made by a party hereto, under the terms of this Agreement or any statute or ordinance, shall be in writing and shall be sent registered or certified mail to the other party addressed as follows:

TO CITY: Mayor, City of Greenwood
20225 Cottagewood Road
Deephaven, MN 55331

TO COUNTY: Hennepin County Administrator
2300A Government Center
Minneapolis, MN 55487

copies to: County Assessor
Hennepin County
2103A Government Center
Minneapolis, MN 55487

Assistant County Assessor
Hennepin County
2103A Government Center
Minneapolis, MN 55487

Any party may designate a different addressee or address at any time by giving written notice thereof as above provided. Any notice, if mailed, properly addressed, postage prepaid, registered or certified mail, shall be deemed dispatched on the registered date or that stamped on the certified mail receipt and shall be deemed

received within the second business day thereafter or when it is actually received, whichever is sooner. Any notice delivered by hand shall be deemed received upon actual delivery.

14. It is expressly understood that the obligations of the CITY under Paragraphs 7, 8, 11, and 12 hereof and the obligations of the CITY which, by their sense and context, are intended to survive the performance thereof by the CITY, shall so survive the completion of performance, termination or cancellation of this Agreement.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by its duly authorized officers and delivered on its behalf, this _____ day of _____, 2010.

COUNTY OF HENNEPIN
STATE OF MINNESOTA

Reviewed by the County:
Attorney's Office

By: _____
Chair of the County Board

And: _____
Assistant/Deputy/County Administrator

Assistant County Attorney

Date: _____

ATTEST: _____
Deputy/Clerk of the County Board

CITY OF GREENWOOD

Date: _____

By: _____

Its _____

And: _____

Its _____

City organized under:

_____ Statutory _____ Option A _____ Option B _____ Charter

EXHIBIT A
CITY OF GREENWOOD

During the contract term, the County shall:

1. Physically inspect and revalue 20% of the real property, as required by law.
2. Physically inspect and value all new construction, additions and renovation.
3. Conduct valuation reviews prior to Board of Review - approximate dates: March through May 15.
4. Attend Board of Review. Per Board request, make all necessary review appraisals. Approximate dates: April 1 - May 31 .
5. Keep updated property record files - current values, homestead and classification data.
6. Print, mail and post valuation notices and homestead cards.
7. Respond to taxpayers regarding assessment or appraisal problems or inquiries periodically.
8. Make divisions and combinations periodically.
9. Administer the abatement process pursuant to Minn. Stat. § 375.192 (2000).
10. Make appraisals, defend and/or negotiate all Tax Court cases.
11. Adjust estimated market values on those properties not physically inspected as needed as per sales analysis.



April 12, 2014

Hennepin County Administrator
2300 Government Center
Minneapolis, MN 55487

RE: Greenwood Assessment 2011-14 Contract A101050

County Administrator,

I am writing you regarding our 2011-14 assessment contract with the county. Paragraph 11 of our current agreement (contract A101050) states that either party may initiate an extension of the agreement for a term of 4 years by giving the other written notice of its intent to so extend no less than 150 days prior to the termination of the agreement (03-03-14). To the best of my knowledge, the city has received no such notification from the county. However, if we did receive notification and I never saw it, 04-12-14 is the deadline to notify the county that we do not want to continue assessment services. Therefore, I am sending you this certified letter to give our council time to consider our options. We have 2 new council members since the 2011-14 contract was approved, and I think it is important to get their input regarding any new agreement. It is quite possible that we will end up signing a new contract with the county assessor, but at least sending this letter keeps our options open.

Call me at 952.401.9181 or email me at dkind100@gmail.com if you have any questions.

Sincerely,

Debra J. Kind
Mayor, City of Greenwood

CC: County Assessor, Assistant County Assessor



Hennepin County Assessor Department

A-2103 Government Center
300 South Sixth Street
Minneapolis, Minnesota 55487-0213

www.co.hennepin.mn.us

April 15, 2014

Debra J Kind
Mayor, City of Greenwood
20225 Cottagewood Rd
Deephaven, MN 55331

Dear Mayor Kind:

Re: Assessment Agreement A101050

Assessment Agreement A101050 between the County of Hennepin and the City of Greenwood expires July 31, 2014. This contract provided for assessment services through the 2014 assessment. Please communicate to your Council that in order for Hennepin County to continue to serve as your City Assessor, a new contract must be executed.

Please indicate your intentions at your earliest convenience to aid us in staff and workload assignments for the 2015 assessment and I will have the County Attorney's Office draft a new contract for your review in the next couple of weeks.

We truly appreciate our professional relationship with the City of Greenwood and I look forward to continuing to perform assessment services. If you or the Council have any questions concerning the assessment contract, feel free to contact me at (612) 348-4567.

Sincerely,

A handwritten signature in black ink that reads 'James R. Atchison'. The signature is fluid and cursive, with a long horizontal stroke at the end.

James R. Atchison
Hennepin County Assessor



Agenda Number: 7G

Agenda Date: 05-07-14

Prepared by Deb Kind

Agenda Item: Lake Minnetonka Communications Commission Franchise Renewal Agreement

Summary: The Lake Minnetonka Communications Commission franchise renewal negotiations with Mediacom are coming to a close. At this time the LMCC is seeking input from the member cities regarding the attached draft of the agreement. The final agreement will come back to the member city councils for official approval. It takes a majority of the member city councils to approve the agreement.

Council Action: Council action is not required at this time.

Negotiation Priority List

Approved by Executive Committee on March 7, 2013

[UPDATED with negotiation results as of March 20, 2014]

For purposes of informal franchise renewal negotiations, the LMCC has identified certain past performance concerns, including several franchise violations, and future community cable-related needs and interests. These issues are addressed in a staff report titled “Cable Franchise Enforcement History,” the Stardust Technology technical report and CBG Communications needs assessment report. The LMCC intends to negotiate for a franchise that adequately addresses all past performance concerns and future identified needs and interests.

The following points highlight the LMCC’s negotiation priorities. This information supplements and does not replace or limit the performance concerns and future needs identified in the LMCC’s reports.

- Provide for full build-out of LMCC franchise area (including all “underserved” member cities) within 5 or fewer years; company covers first 350 feet of drop; coordination with other utilities in new subdivisions; appropriate bond to secure completion.

Negotiation Status- Mediacom will extend its system wherever there are 15 or more homes-per-mile of cable to-be constructed. This greatly improves the prior 30 home-per-mile standard. The company must cover the full cost of the drop up to 500’. Beyond that, Mediacom covers 50% of the cost with the requesting customer covering the remainder. These requirements must be fulfilled within 2 years.

In addition, over and above any required extensions based on density, Mediacom must build at least 1 mile of new cable plant annually for a total of 10 miles over the 10 year renewal term. The LMCC (in conjunction with member cities) will give input concerning the location of such extensions.

Mediacom must work with each member city to ensure that cable plant is installed cooperatively with other utilities in any new subdivisions. All future system construction will be fully subject to each member city’s right-of-way ordinance requirements including any local bond requirements and all permitting and permit fee requirements.

The LMCC’s requirements will result in meaningful expansion of Mediacom’s system and services in Independence. Of course, negotiation of this issue was impacted by withdrawal of the other “underserved” cities. The LMCC’s requirements exceed those negotiated by the withdrawing cities. For example, one former member agreed to a significant payment for future extensions while another only required build out to certain existing neighborhoods without providing for expansion to new developments.

- Provide for required improvement of Mediacom's service including improvement in the reliability and technical quality of the system, improvement of telephone answering times and customer responsiveness to exceed FCC standards, and improvement of communications with customers about service offering and changes. Require provision of LMCC-specific customer complaint information including time to resolution data on a monthly basis.

Negotiation Status- Mediacom's system will remain subject to all FCC technical standards, and the franchise contains additional technical specifications (Ex. B) over and above the FCC's requirements. Further, we have negotiated provisions addressing the findings in the LMCC's technical audit. For example, the renewal franchise would now require:

Grantee shall ensure that all Installations and Drops are properly grounded and that the Cable System meets or exceeds the requirements of the most current editions of the National Electrical Code (NFRA 70) and the National Electrical Safety Code (ANSI C2). Upon the LMCC's written request, the Grantee shall provide to the LMCC its policy for routine inspections of the System including Nodes, pedestals, Installations and Drops, and shall provide an annual report to the LMCC, in a mutually acceptable form, summarizing the number of Drop burials and Drop groundings at Subscriber residences completed during the prior year. (Sec. 3(3)(d))

The franchise will also continue to comprehensively address customer service and customer communication issues (Ex. C). The requirements are largely consistent with the FCC's requirements, but we have also negotiated provisions addressing particular areas of identified concern. For example:

Customer service center and bill payment locations will be open at least during Normal Business Hours. Grantee currently maintains staffed customer service centers in the cities of Mound and Chanhassen, and Grantee will maintain at least one customer service center that is conveniently located. Such customer service center must be staffed to receive customer calls and complaints. Grantee must provide notice to customers of the local telephone numbers for such customer service centers and give notice to customers of any changes or modifications to locations or hours of operation.

Subscriber Information. Grantee will provide written information on each of the following areas at the time of Installation of Service, at least annually to all Subscribers, and at any time upon request:

- (a) **Products and Services offered;**
- (b) **Prices and options for programming services and conditions of subscription to programming and other services;**
- (c) **Installation and Service maintenance policies;**

- (d) Instructions on how to use the Cable Service;
- (e) Channel positions of programming carried on the System; and
- (f) Billing and complaint procedures, including the address and telephone number of the Grantee's customer service department.

Subscribers shall be advised of the procedures for resolution of complaints about the quality of the television signal delivered by Grantee, including the address of the responsible officer of the Grantee. Subscribers will be notified of any changes in rates, programming services or Channel positions as soon as possible in writing. Notice must be given to Subscribers a minimum of thirty (30) days in advance of such changes if the change is within the control of Grantee. In addition, Grantee shall notify Subscribers thirty (30) days in advance of any significant changes in the information required by this Section (5).

Notice or Rate Programming Change. Grantee shall give thirty (30) days written notice to the LMCC before implementing any rate, charge or Service change that will name or be attributed to the LMCC via itemization on Subscribers bills or otherwise due to an action taken or direction given by the LMCC. Such notice shall state the precise amount of any rate change and briefly explain in readily understandable fashion the cause of the rate change (e.g., inflation, change in external costs or the addition/deletion of Channels). ...

Customer Bills. Customer bills shall be designed in such a way as to present the information contained therein clearly and comprehensibly to Customers, and in a way that (A) is not misleading and (B) does not omit material information. Notwithstanding anything to the contrary in Section (4), above, Grantee may, in its sole discretion, consolidate costs on Customer bills as may otherwise be permitted by Section 622(c) of the Cable Act (47 U.S.C. §542(c)).

Failure to Resolve Complaints. Grantee shall resolve a complaint within thirty (30) days in a manner deemed reasonable by the LMCC under the terms of the Franchise.

Notification of Complaint Procedure. Grantee shall have printed clearly and prominently on each Subscriber bill and in the customer service agreement provided for in Section (5), the twenty-four (24) hour Grantee phone number for Subscriber complaints. Additionally, Grantee shall provide information to customers concerning the procedures to follow when they are unsatisfied with measures taken by Grantee to remedy their complaint. This information will include the contact information for Grantee's corporate customer service department as provided in Grantee's Privacy Policy.

Finally, the LMCC expressly reserves the right to adopt additional requirements in the future (Sec. 5(2)).

- Provide for Mediacom’s continued migration from analog to digital channels; obtain funding to replace PEG equipment with high definition digital equipment; establish agreed upon positioning for existing LMCC channels; potential increase in LMCC channels to accommodate live video feeds, etc., Mediacom to deliver LMCC programming including HD and broadcast standards with video on demand (VOD) options.

Mediacom will be required to provide 5 PEG channels “for uses as determined by the LMCC” which may include “lease by commercial or noncommercial users.” The channels must remain ## 8, 12, 19, 20 and 21, provided that Mediacom may request in writing to move the channels in which case the LMCC has 60 days to approve or deny such request. Any such request must identify the proposed new channel #s and Mediacom must endeavor to group the channels together. If such a relocation is approved, at a minimum Mediacom must provide in-kind air time on commercial channels to air a LMCC-produced 30 second announcement explaining the channel relocation. The aggregate value of the in-kind air time shall not exceed \$2,500, inflated by 4% annually. (Ex. D).

Mediacom must provide the PEG Channels on the Basic tier. Further at the LMCC’s request, Mediacom must provide up to 2 channels in high definition (HD) on the lowest priced HD tier. Mediacom may discontinue one non-HD channel selected by the LMCC for each HD channel requested. However, the LMCC can require a replacement non-HD channel if any PEG channels are in use 80% of weekdays for 80% of the time for any consecutive three (3) hour period for six (6) weeks running.

The LMCC did not obtain video on demand rights for PEG programming in negotiations. To my knowledge, no metro-area franchise renewals have established such rights.

Funding for replacement PEG equipment is discussed in the next bullet-point.

- Obtain funding, including up-front grants, for identified PEG capital needs; implement planned transition to portable equipment packages to produce and air programming from member city sites;

Negotiation Status- Negotiation of this issue was significantly impacted by withdrawal of member cities comprising slightly more than 50% of the subscribers in the franchise area. Mediacom agreed to provide the full amount of capital funding called for in the needs assessment over the renewal term reduced by an amount proportionate to reduction in subscribers. Specifically:

Beginning January 1, 2015, Grantee shall remit to the LMCC up to \$300,000.00 per year (“PEG Cap”) solely to fund public, educational and governmental access expenditures (hereinafter “PEG Payment”) which shall be payable

quarterly. Grantee may recover the PEG Payment by collecting a PEG fee. The PEG Payment shall be established annually by the LMCC and approved as part of the LMCC's annual budget review process. The initial PEG Cap of \$300,000 is based on an estimated number of Subscribers in the LMCC prior to renewal totaling 9000 ("Base Subs"). The PEG Cap shall be increased or decreased by the same percentage increase or decrease in Base Subs calculated on June 30th of 2014 and each year thereafter. In no event shall PEG Payments to the LMCC over the 10 year term of this Franchise exceed \$3,000,000.00. Until such time as the PEG Payment amount is established by the LMCC, Grantee shall continue to collect a per month PEG Fee of \$1.24 per Subscriber and remit the full amount collected to the LMCC.

- Provide for the expansion of the existing I-Net capacity to provide connections for live council meetings and video origination from other identified public buildings in LMCC area.

Negotiation Status- Mediacom will provide "up stream" cable modem capacity, on mutually agreeable terms and conditions, from identified public/institutional sites allowing live cablecasting and video origination. (Ex. F).

- Require the system to be upgraded to 870Mhz bandwidth from current 750Mhz; install universal battery backup; company to evaluate system, report results to LMCC, and update, correct or bury on a defined schedule all drops and other improperly installed cables, missing grounds at services, etc. Thereafter, maintain state of the art system; company provision of outage logs to LMCC on a monthly basis; periodic system testing provided for.

Negotiation Status- Mediacom will be required to provide 20,000 Watt standby power-generating capacity at the Headend, and standby power system supplies at all optical Nodes. All FCC system testing reports must be copied to the LMCC. The LMCC may conduct its own special testing of the system as it deems necessary. (Section 4). Mediacom must retain, subject to LMCC review, annually updated as-built maps and a summary of all trouble calls or complaints identifying the nature and disposition of the issue. (Section 7(3)).

Drop-related requirements are addressed under other bulletpoints.

A system upgrade to 870 Mhz was not successfully negotiated. Mediacom serves the LMCC, its former member cities, and a number of neighboring cities that have never been members such as Chanhassen, Mound and Wayzata via a single interconnected system. None of the non-LMCC cities demanded a system upgrade.

- Determine franchise fee calculation related to bundled services (e.g. triple play); clarify franchise enforcement provisions; continue letter of credit liquidated damages; appeal to 3rd party neutral without need for litigation; Mediacom pays audit expense where 5% or higher underpayment of fees identified.

Negotiation Status- Mediacom will continue to pay a 5% franchise fee and, if cable and non-cable services are bundled, the company will be required to fairly allocate to cable revenues based on the “published charge for each service in the bundled or combined classes of services when purchased separately.”

Franchise fees will be paid quarterly, subject to audit, and any franchise fee underpayment will accrue interest a 12% annually. Mediacom will now be required to complete a franchise fee payment worksheet detailing its calculations. If an audit reveals an underpayment of 5% or more of the amount due, Mediacom must cover all LMCC audit fees and costs. If a member city requests a lower franchise fee, Mediacom will accommodate such request at the expense of the requesting city.

Mediacom will be subject to a \$25,000 letter of credit (currently \$20,000) with specified liquidated damages for certain franchise violations. The renewal franchise will clarify that if a claimed violation is disputed (as is nearly always the case), the LMCC itself will promptly decide the dispute, as follows:

Whenever notice of an alleged violation has been received by Grantee, Grantee may, within thirty (30) days of receipt of notice, notify LMCC that there is a dispute as to whether a violation or failure has, in fact, occurred. Such notice shall specify with particularity the matters disputed by Grantee. Upon receipt of such notice, the LMCC shall toll the running of the time frames for cure and the accrual of any penalties herein. The LMCC shall hear Grantee’s dispute at its next regularly scheduled full commission meeting. Grantee shall be afforded a reasonable notice of the meeting and afforded a reasonable opportunity to participate in and be heard at the meeting. The LMCC’s decision regarding the disputed violation shall be in writing, and shall specify with particularity the factual and legal basis for the decision. (Section 8(1)(f)).

If Mediacom’s dispute is rejected, the LMCC may begin drawing on the letter of credit.

- Establish language confirming that Mediacom will discontinue delivery of LMCC programming to non-member municipalities.

Negotiation Status- Mediacom will be prohibited from distributing LMCC programming outside the LMCC-area without express written consent. Mediacom had demanded that the LMCC reimburse \$30,000 to cover its costs, but has dropped that demand. We have also specifically requested that Mediacom not impose a line-item charge on customer bills.

CONCLUSION

The renewal priorities identified by the LMCC were, in nearly all respects, achieved in negotiations. In the few cases where particular priorities were not achieved (for example, system upgrade) trade-offs were made in order to achieve other priorities.

Successful negotiation of these issues is very positive given the significant organizational issues that were raised and resulting changes that have been made to the LMCC during the past 18 months.

ORDINANCE NO. _____

AN ORDINANCE GRANTING A FRANCHISE TO MEDIACOM MINNESOTA LLC TO CONSTRUCT, OPERATE, AND MAINTAIN A CABLE SYSTEM IN THE LAKE MINNETONKA COMMUNICATIONS COMMISSION FRANCHISE AREA; SETTING FORTH CONDITIONS ACCOMPANYING THE GRANT OF THE FRANCHISE; PROVIDING FOR REGULATION AND USE OF THE SYSTEM; AND PRESCRIBING PENALTIES FOR THE VIOLATION OF ITS PROVISIONS.

The Lake Minnetonka Communications Commission ordains.

STATEMENT OF INTENT AND PURPOSES

Mediacom Minnesota LLC has requested renewal of the cable franchise granted by the Lake Minnetonka Communications Commission (“LMCC”), a joint powers entity established by agreement pursuant to Minnesota Statutes, Sections 238.08 and 471.59.

The LMCC intends, by the adoption of this Franchise, to bring about the development of a Cable System, and the continued operation of it. Such a development can contribute significantly to the communications’ needs and desires of the residents and the public generally. Further, the LMCC may achieve better utilization and improvement of public services and enhanced economic development with the development and operation of a Cable System.

FINDINGS

In the review of the renewal request by Mediacom Minnesota LLC (“Grantee”), and as a result of negotiations, the LMCC makes the following findings:

- 1.) The Grantee’s technical ability, financial condition, legal qualifications, and character were considered and approved in a full public proceeding after due notice and a reasonable opportunity to be heard;
- 2.) Grantee’s plans for constructing, extending, and operating the System were considered and found adequate and feasible in a full public proceeding after due notice and a reasonable opportunity to be heard;
- 3.) The Franchise granted to Grantee by the LMCC complies with the existing applicable Minnesota Statutes, federal laws and regulations; and
- 4.) The Franchise granted to Grantee is nonexclusive.

**SECTION 1
SHORT TITLE AND DEFINITIONS**

(1) Short Title. This Franchise shall be known and cited as the Cable Television Franchise Ordinance.

(2) Definitions. For purposes of this Franchise, the following terms, phrases, words and their derivations shall have the meaning given herein. Words used in the present tense include the future, words in the plural number include the singular number, and words in the singular number include the plural number. All capitalized terms used in the definition of any other term shall have their meaning as otherwise defined in this section. The words “shall” and “will” are mandatory and “may” is permissive. Words not defined shall be given their common and ordinary meaning.

(a) “Actual Cost” means Grantee’s cost without any increase due to overhead, interest, profit or administrative expense.

(b) “Applicable Laws” means any local law, or federal or State statute, law, regulation or other final legal authority governing any of the matters addressed in this Franchise.

(c) “Basic Cable Service” means any service tier which includes the lawful retransmission of local television broadcast signals. Basic Cable Service as defined herein shall not be inconsistent with 47 U.S.C. § 543(b)(7)(1993).

(d) “Cable Act” means the Cable Communications Policy Act of 1984, Pub. L. No. 98-549, 98 Stat. 2779 (1984) (codified at 47 U.S.C. §§ 521-611 (1982 & Supp. V 1987)) as amended by the Cable Television Consumer Protection and Competition Act of 1992, Pub. L. No. 102-385 and the Telecommunications Act of 1996, Pub. L. No. 104-458 and as the same may, from time to time, be amended.

(e) “Cable Service” or “Service” means:

(i) The one-way transmission to Subscribers of (i) video programming, or (ii) other programming service; and

(ii) Subscriber interaction, if any, which is required for the selection or use of such video programming or other programming service.

(f) “Cable System,” or “System” means a facility, consisting of a set of closed transmission paths and associated signal generation, reception and control equipment that is designed to provide Cable Service which includes video programming and which is provided to multiple Subscribers within a community, but such term does not include:

(i) A facility that serves only to retransmit the television signals of one (1) or more television broadcast stations;

(ii) A facility that serves Subscribers without using any public rights-of-way;

(iii) A facility of a common carrier which is subject, in whole or in part, to the provisions of 47 U.S.C. §§ 201-226, except that such facility shall be considered a Cable System (other than for purposes of 47 U.S.C. § 541) to the extent such facility is used in the transmission of video programming directly to

Subscribers; unless the extent of such use is solely to provide interactive on-demand services;

(iv) An open video system that complies with Section 653 of the Cable Act; or

(v) Any facilities of any electric utility used solely for operating its electric utility system.

(g) “Channel” or “Cable Channel” means a portion of the electromagnetic frequency spectrum which is used in a Cable System and which is capable of delivering a television Channel as defined by the Federal Communications Commission.

(h) “City” means any municipality that has approved and executed the joint and cooperative agreement forming the LMCC and has been accepted as a member of the LMCC. A list of the LMCC’s Member Cities, as may be updated from time to time, is attached hereto as Addendum 1.

(i) “Converter” means an electronic device which converts signals to a frequency acceptable to a television receiver of a Subscriber and by an appropriate selector permits a Subscriber to view all Subscriber signals included in the service.

(j) “Council” means the City Council of a City.

(k) “Drop” means the cable that connects the ground block on the Subscriber’s residence to the Node or the Tap on the nearest Feeder Cable of the System.

(l) “FCC” means the Federal Communications Commission and any legally appointed, designated or elected agent or successor.

(m) “Feeder Cable” means cables that run along Streets within the served area and connects between the individual Taps which serve the Drops.

(n) “Franchise” means this Franchise and the regulatory and contractual relationship established hereby.

(o) “Franchise Fee” means any tax, fee or assessment of any kind imposed by the LMCC or any other Governmental Authority on a Grantee or cable Subscriber, or both, solely because of their status as such. The term “Franchise Fee” does not include: (i) any tax, fee or assessment of general applicability (including any such tax, fee or assessment imposed on both utilities and cable operators or their services but not including a tax, fee, or assessment which is unduly discriminatory against cable operators or cable Subscribers); (ii) capital costs which are required by the Franchise to be incurred by the Grantee for PEG Access Facilities; (iii) requirements or charges incidental to the awarding or enforcing of the Franchise, including payments for bonds, security funds, letters of credit, insurance, indemnification, penalties or liquidated damages; or (iv) any fee imposed under Title 17 of the United States Code.

(p) “GAAP” means generally accepted accounting principles as promulgated and defined by the Financial Accounting Standards Board (“FASB”), Emerging Issues Task Force (“EITF”) and/or the U.S. Securities and Exchange Commission (“SEC”).

(q) “Governmental Authority” means any court or other federal, State, county, municipal or other governmental department, commission, board, agency or instrumentality.

(r) “Grantee” is Mediacom Minnesota LLC, its agents and employees, lawful successors, transferees or assignees.

(s) “Gross Revenues” means any and all revenues received by the Grantee from or in connection with the operation of the Cable System to provide Cable Services in the Service Area. Gross Revenues shall include, by way of example but not limitation, revenues from Basic Cable Service, all Cable Service fees, premium, pay-per-view, Pay Television, Franchise Fees, late fees, guides, home shopping revenue, Installation and reconnection fees, upgrade and downgrade fees, advertising revenue, Converter rental fees and Lockout Device fees. Gross Revenue shall not include fees for the sale, leasing or servicing of equipment, network capacity and facilities rent for the provision of non-cable services (voice or data services), any fees itemized and passed through as a result of Franchise imposed requirements, tower rent, refundable deposits, bad debt, investment income, or any taxes, fees or assessments of general applicability imposed or assessed by any Governmental Authority. A Franchise Fee is not such a tax, fee or assessment. Gross Revenues shall not include any PEG Fees billed to or collected from Subscribers. The LMCC acknowledges and accepts that Grantee shall maintain its books and records in accordance with GAAP.

(t) “Headend” means the point of origination and processing for most of the signals received by the Cable System from external content providers.

(u) “Installation” means the connection of the System from Feeder Cable to the point of connectivity.

(v) “LMCC” means the Lake Minnetonka Communications Commission, a joint powers body established pursuant to Minnesota Statutes, Sections 238.08 and 471.59.

(w) “Node” means a device that consists of receivers and transmitters that amplify signals as they travel away from the Headend and receive upstream signals from connected legs.

(x) “Non-Standard Installation” means any Drop in excess of Five Hundred (500) feet for a residential property.

(y) “Normal Business Hours” means those hours during which most similar businesses in the LMCC are open to serve customers. In all cases, “Normal Business Hours” must include some evening hours at least one (1) night per week and/or some weekend hours.

(z) “Normal Operating Conditions” means those service conditions which are within the control of the Grantee. Those conditions which are not within the control of the Grantee include, but are not limited to, natural disasters, civil disturbances, power outages, telephone network outages, and severe or unusual weather conditions. Those conditions which are ordinarily within the control of the Grantee include, but are not limited to, special promotions, pay-per-view events, rate increases, regular peak or seasonal demand periods, and maintenance or upgrade of the System.

(aa) “PEG” means public, educational and governmental.

(bb) “Person” means any individual or any association, firm, general partnership, limited partnership, joint stock company, joint venture, trust, corporation, limited liability company or other legally recognized entity, private or public, whether for-profit or not-for-profit.

(cc) “Public, Educational or Government Access Facilities” or “PEG Access Facilities” means:

(i) Channel capacity designated for public, educational or governmental use; and

(ii) Facilities and equipment for the use of such Channel capacity.

(dd) “Service Area” or “Franchise Area” means the entire geographic area within the corporate boundaries of the Cities comprising the LMCC, subject to Section 3.4 herein.

(ee) “Service Interruption” means the loss of picture or sound on one 1) or more Cable Channels.

(ff) “Standard Installation” means the first Five Hundred (500) feet of a residential Drop.

(gg) “State” means the State of Minnesota.

(hh) “Street” means any street, alley, other land or waterway, dedicated or commonly used for utility purposes, including general or utility easements in which a City has the right and authority to authorize, regulate or permit the location of facilities other than those of the City. “Street” shall not include any real or personal City property that is not specifically described in the previous sentence and shall not include City buildings, fixtures and other structures or improvements, regardless of whether they are situated in the public right-of-way.

(ii) “Subscriber” means any Person who lawfully elects to subscribe to Cable Service via the System. In the case of multiple office buildings or multiple dwelling units, the “Subscriber” means the lessee, tenant or occupant.

(jj) “Tap” means a device which connects a Drop to the Feeder Cable.

(kk) “Wireline MVPD” means a multichannel video programming distributor that utilizes the Streets to install cable or fiber and is engaged in the business of making available for purchase, by Subscribers, Channels of video programming in any portion of the LMCC.

(3) Written Notice. All notices, reports or demands required or permitted to be given under this Franchise shall be in writing and shall be deemed to be given when delivered personally to the party designated below, or when five (5) days have elapsed after it has been deposited in the United States mail in a sealed envelope, with registered or certified mail, postage prepaid thereon, or on the next business day if sent by express mail or nationally recognized overnight air courier addressed to the party to which notice, report or demand is being given, as follows:

If to LMCC: Lake Minnetonka Communications Commission
Attn: Executive Director
4071 Sunset Drive, Box 385
Spring Park, MN 55384

Copy to: Kennedy and Graven
200 South 6th Street, Suite 470
Minneapolis, MN 55402

If to Grantee: Mediacom Minnesota LLC
Attn: Regional Manager
P.O. Box 110
1504 Second Street Southeast
Waseca, MN 56093

Copy to: Mediacom Communications Corporation
Attn: General Counsel
One Mediacom Way
Chester, NY 10918

Such addresses may be changed by either party upon notice to the other party given as provided in this section.

SECTION 2 GRANT OF AUTHORITY

(1) Franchise Required. It shall be unlawful for any Person, unless specifically required by Applicable Laws, to construct, install, operate or maintain a Cable System or to offer Cable Service in any portion of the Franchise Area unless such Person or the Person for whom such action is being taken shall have first obtained and shall currently hold a valid franchise.

(2) Grant of Franchise. This nonexclusive Franchise is granted pursuant to the terms and conditions contained herein. The LMCC hereby authorizes Grantee to occupy or use the Cities’ Streets subject to: 1) the provisions of this non-exclusive Franchise to provide Cable

Service within the Franchise Area; and 2) all generally applicable non-discriminatory provisions of the City Code including any right-of-way ordinance or code provision. Said Franchise shall constitute both a right and an obligation to provide Cable Services as required by the provisions of this Franchise. Nothing in this Franchise shall be construed to prohibit Grantee from: (1) providing services other than Cable Services to the extent not prohibited by Applicable Law; or (2) challenging any exercise of the LMCC's legislative or regulatory authority in an appropriate forum. The LMCC hereby reserves all of its rights to regulate such other services to the extent not prohibited by Applicable Law.

(3) Grant of Nonexclusive Authority/Competitive Equity.

(a) The Franchise granted herein shall be nonexclusive. The LMCC specifically reserves the right to grant, at any time, such additional franchises for a Cable System for the Service Area provided, however, such additional grants shall not operate to materially modify, revoke, or terminate any rights previously granted to Grantee other than as described herein. If any other Wireline MVPD enters into any agreement with the LMCC to provide multi channel video programming or its equivalent to residents in the Franchise Area, the LMCC, upon written request of the Grantee, shall permit the Grantee to construct and/or operate its Cable System and provide multi channel video programming or its equivalent to Subscribers in the LMCC under the same material terms as applicable to the new MVPD with the goal of competitive equity, taking into consideration any capital contribution towards System extension as set forth in Section 3 of this Franchise. Within one hundred eighty (180) days after the Grantee submits a written request to the LMCC, the Grantee and the LMCC shall enter into an agreement or other appropriate authorization (if necessary) containing any modified terms and conditions to this Franchise. In no event shall this provision be used by Grantee to avoid the System extension obligations or Performance Bond obligations contained in this Franchise.

(b) The Cable System constructed and maintained by Grantee or its agents shall not interfere with other uses of Streets. Grantee shall make use of existing poles and other facilities available to Grantee to the extent commercially reasonable. Nothing in this section authorizes the Grantee to construct poles in a City without prior City consent consistent with the City Code.

(c) Notwithstanding the above grant to use Streets, no Street shall be used by Grantee if a City, in its sole opinion, determines that such use is inconsistent with the terms, conditions, or provisions by which such Street was created or dedicated, or with the present use of the Street.

(d) Grantee shall have the authority to use Streets for the distribution of Grantee's System. A City may require all developers of future subdivisions to allow and accommodate the construction of the System as part of any provisions for utilities to serve such subdivisions.

(e) The Grantee understands it is subject to the lawful provisions of City Codes and applicable regulations of the Cities as applied, interpreted and enforced by the

Cities. Subject to the police power exception below, in the event of a conflict between A) the lawful provisions of a City Code or applicable regulations of a City and B) this Franchise, the express provisions of the City Code shall govern. Subject to express federal and state preemption, the material terms and conditions contained in this Franchise may not be unilaterally altered by the LMCC or a City through subsequent amendments to the City Code, ordinances or any regulation, except in the lawful exercise of police powers. Grantee agrees to comply with such lawful modifications to the City Code; however, Grantee reserves any rights it may have to challenge such modifications to a City Code whether arising in contract or at law.

(f) Nothing in this Franchise shall (A) abrogate the right of a City to perform any public works or public improvements, (B) be construed as a waiver of any codes or ordinances promulgated by the City, (C) be construed as a waiver or release of the rights of a City in and to the Streets, or (D) be construed as a waiver or release of the rights of the Grantee.

(g) This Franchise complies with the Minnesota franchise standards set forth in Minnesota Statutes Section 238.084. The LMCC and the Grantee shall conform to Minnesota laws promulgated subsequent to the date of this Franchise. The LMCC and the Grantee shall conform to federal laws and regulations as they become effective.

(4) Term. The term of this Franchise shall be for the period of ten (10) years from the date of acceptance by Grantee, unless renewed, revoked or, terminated sooner as herein provided (“Initial Term”).

(5) Previous Franchise. Upon acceptance of this Franchise by Grantee as required in Section 11(2) herein, this Franchise shall supersede and replace any previous Franchise granting a franchise to Grantee to own, operate and maintain a Cable System within the LMCC.

(6) Ownership of Grantee. Grantee represents and warrants to LMCC that the corporate structure of the Grantee, including all affiliated companies and ultimate parent company as of the Effective Date, are as set forth in the organizational chart attached hereto as Exhibit A.

(7) Rules of Grantee. The Grantee shall have the authority to promulgate such rules, regulations, terms and conditions governing the conduct of its business as shall be reasonably necessary; provided that such rules, regulations, terms and conditions shall not be in conflict with Applicable Law.

(8) Addition of New LMCC Members. In the event a municipality lawfully joins the LMCC after the effective date of this Franchise (“New Member”), the LMCC may give written notice to Grantee requesting that the Service Area covered by this Franchise be amended to include such New Member. Grantee shall accept or deny such request in writing within ninety (90) days or such request shall be deemed approved. The LMCC and Grantee shall update Addendum 1 from time to time to accurately reflect the Service Area.

(9) Adoption of Franchise by Member City. In the event a City lawfully withdraws from the LMCC, such City may, by ordinance, adopt this Franchise by reference in the manner provided in Minnesota Statutes, Section 471.62.

SECTION 3 CONSTRUCTION STANDARDS

(1) Territorial Area Involved. This Franchise is granted for the Service Area as may be modified from time to time pursuant to Section 2.8 herein.

(2) Construction Standards. The System, or subsequent rebuilds or extensions, shall be completed within the timelines and subject to the requirements of this Franchise.

(3) Service to Residences.

(a) Grantee shall provide Cable Service to any requesting Subscriber within the Service Area that requires a Standard Installation within thirty (30) days from the date of request, provided that the Grantee is able to secure access to all rights-of-way necessary to extend Service to such Subscriber on reasonable terms and conditions.

(b) If a Subscriber requires a non-Standard Installation (*e.g.* a Drop in excess of 500 feet), Grantee shall, upon request, provide a quote for construction of the non-Standard Installation and shall establish a mutually acceptable payment schedule not to exceed one (1) calendar year. For residential Installations only, Grantee shall be responsible for all costs of the Standard Installation and the Subscriber shall be responsible for one half (1/2) of the Actual Cost of any construction required beyond the cost of the Standard Installation; Grantee shall be responsible for the balance of the costs for the non-Standard Installation.

(c) Grantee shall promptly bury all Drops to Subscribers' dwellings and restore the property to a condition as good as that prevailing prior to Grantee's work. In the event the ground is frozen or otherwise unsuitable to permit immediate burial, Grantee shall be permitted to delay such burial until the ground becomes suitable for burial and shall complete said burial no later than June 1st of each year.

(d) Grantee shall ensure that all Installations and Drops are properly grounded and that the Cable System meets or exceeds the requirements of the most current editions of the National Electrical Code (NFRA 70) and the National Electrical Safety Code (ANSI C2). Upon the LMCC's written request, the Grantee shall provide to the LMCC its policy for routine inspections of the System including Nodes, pedestals, Installations and Drops, and shall provide an annual report to the LMCC, in a mutually acceptable form, summarizing the number of Drop burials and Drop groundings at Subscriber residences completed during the prior year.

(4) System Extensions.

(a) The LMCC and Grantee mutually desire further extensions of the System. System extensions shall be constructed as follows:

(i) Grantee shall extend plant to all areas of the LMCC where the density reaches or exceeds fifteen (15) homes per cable mile as measured from the nearest Node or terminating amplifier required to deliver a signal that complies with the FCC Technical Standards within two (2) years of the Effective Date, during which time Grantee and the LMCC shall cooperatively evaluate the Franchise Area to determine any necessary plant extensions required herein.

(ii) In addition to the System extension required by Section 4(a)(i) herein, Grantee shall construct one (1) mile of new cable plant annually for a total of ten (10) miles in the Franchise Area during the Term. The LMCC will provide input as to the desired location of such plant.

(iii) Grantee shall not deny access to Cable Service to any Person based on income.

(5) Permits. Grantee shall secure the necessary permits for construction of any Cable System facilities.

(6) Grantee's Facilities and Equipment.

(a) In those areas of the Franchise Area where transmission or distribution facilities of all the public utilities providing telephone and electric power service are underground, the Grantee likewise shall construct, operate and maintain its System underground.

(b) Grantee shall be granted access to any easements granted to a public utility, municipal utility or utility district in any areas within a City annexed by a City or new developments.

(c) In those areas of the Franchise Area where Grantee's cables are located on the above-ground transmission or distribution facilities of the utility providing telephone or electric power service, and in the event that the facilities of both such utilities subsequently are placed underground, then the Grantee likewise shall promptly remove its overhead facilities from any affected poles and construct, operate and maintain its transmission and distribution facilities underground, at Grantee's cost.

(d) Certain of Grantee's equipment, such as pedestals, amplifiers and power supplies, which normally are placed above ground, may continue to remain in above-ground enclosures, however, the Cities do not waive rights to approve above-ground or underground locations for pedestals subject to Applicable Laws.

(7) Gopher State One Call. Grantee shall comply with Minnesota Statutes §216D (the Gopher State One Call process).

(8) New Residential Developments. In new residential developments in which all the electric power and telephone utilities are underground, the Grantee shall work cooperatively with Member Cities to ensure that Grantee installs its System infrastructure at the same time as such other utilities to the extent required by, or consistent with, such City's ordinances or code.

(9) Use of Streets and Property. Any and all Streets or public property or private property, which are disturbed or damaged during the construction, repair, replacement, relocation, operation, maintenance or reconstruction of the System shall be restored by Grantee in accordance with the applicable Member City's ordinances or code.

(a) The Grantee shall furnish to and file with the LMCC strand maps of the System, including the location of underground facilities, and Grantee shall file with LMCC updates of such maps, plats and permanent records annually if changes have been made in the System. LMCC shall have right to travel to Grantee's office, within reasonable proximity of the LMCC, to review an as-built map in accordance with Section 7 (3) of this Franchise.

(b) If at any time during the period of this Franchise, a City shall elect to alter, or change the grade or location of any Street, alley or other public way, the Grantee shall, consistent with the applicable Member City's ordinances or code, remove and relocate its poles, wires, cables, conduits, manholes and other fixtures of the System, and in each instance comply with the standards and specifications of the City. If the City reimburses other occupants of the Street, Grantee shall be likewise reimbursed.

(c) The Grantee shall, on request of any Person holding a moving permit issued by a City, temporarily move its wires or fixtures to permit the moving of buildings with the expense of such temporary removal to be paid by the Person requesting the same, and the Grantee shall be given not less than ten (10) days advance notice to arrange for such temporary changes.

(10) Protection of facilities. Nothing contained in this section shall relieve any Person from liability arising out of the failure to exercise reasonable care to avoid damaging Grantee's facilities while performing any work connected with grading, regrading or changing the line of any Rights-of-Way or public place or the construction or reconstruction of any sewer or water system.

SECTION 4 DESIGN PROVISION

(1) Minimum Channel Capacity.

(a) Grantee shall provide a System utilizing a 750 MHz fiber/coaxial hybrid Cable System which shall be capable of delivering a minimum of eighty (80) video program Channels provided, however, that the Grantee may modify its system architecture.

(b) All programming decisions remain the sole discretion of Grantee subject to LMCC's rights pursuant to 47 U.S.C. § 545.

(2) Technical Standards. The System shall at all times meet or exceed the technical standards established by the FCC as they may be amended from time to time and shall be operated so as to minimize disruption of signal to Subscribers. The System specifications are outlined in Exhibit B for information purposes.

(3) Special Testing. LMCC may require special testing of a location or locations within the System if there is a particular matter of controversy or unresolved complaints regarding Cable Service pertaining to such location(s). Demand for such special tests may be made on the basis of complaints received or other evidence indicating an unresolved controversy or noncompliance. Such tests shall be limited to the particular matter in controversy or unresolved complaints. The LMCC shall endeavor to so arrange its request for such special testing so as to minimize hardship or inconvenience to Grantee or to the Subscribers caused by such testing. Before ordering such tests, Grantee shall be afforded thirty (30) days to correct problems or complaints upon which tests were ordered. The LMCC shall meet with Grantee prior to requiring special tests to discuss the need for such and, if possible, visually inspect those locations which are the focus of concern. If, after such meetings and inspections, LMCC wishes to commence special tests and the thirty (30) days have elapsed without correction of the matter in controversy or unresolved complaints, the tests shall be conducted by a qualified engineer selected by LMCC. In the event that special testing is required by LMCC to determine the source of technical difficulties, the cost of said testing shall be borne by the Grantee if the testing reveals the source of the technical difficulty to be within Grantee's control. If the testing reveals the difficulties to be caused by factors which are beyond Grantee's control then the cost of said test shall be borne by LMCC.

(4) FCC Reports. Upon request, the results of tests required to be filed by Grantee with the FCC shall also be copied to LMCC within ten (10) days of the conduct of the date of the test.

(5) Emergency Alert Capability. At all times during the term of this Franchise, Grantee shall provide and maintain an Emergency Alert System (EAS) consistent with applicable federal law and regulations including 47 C.F.R., Part 11, and any Minnesota State Emergency Alert System requirements. The LMCC may, in consultation with the Member Cities, identify authorized emergency officials for activating the EAS consistent with the Minnesota State Emergency Statewide Plan ("EAS Plan"), and may assist the Member Cities with development of local plans containing methods of EAS message distribution, subject to Applicable Laws and the EAS Plan. Nothing in this section is intended to expand Grantee's obligations beyond that which is required by the EAS Plan and Applicable Law.

(6) Stand-by Power. Grantee shall provide 20,000 Watt standby power-generating capacity at the Headend. Grantee shall maintain standby power system supplies, rated for at least two and one-half (2.5) hours duration at all optical Node locations in the distribution network no later than December 31, 2014.

(7) Parental Control Lock. Grantee shall provide, for sale or lease, to Subscribers, upon request, a parental control locking device or digital code that permits inhibiting the video and audio portions of any Channels offered by Grantee.

SECTION 5 SERVICE PROVISIONS

(1) Rate Regulation. The LMCC reserves the right to regulate rates for Basic Cable Service and any other services offered over the Cable System, to the extent not prohibited by Applicable Laws.

(2) Consumer Protection and Customer Service Standards. Grantee shall comply with the consumer protection standards attached hereto as Exhibit C under Normal Operating Conditions. The LMCC reserves the right to adopt additional or modified customer service requirements to address Subscriber concerns or complaints. The LMCC shall promptly forward customer service complaints it receives to the Grantee.

SECTION 6 PUBLIC ACCESS PROVISIONS

(1) Public, Educational and Government Access. LMCC is hereby designated to operate, administer, promote, and manage public, educational, and governmental programming (hereinafter "PEG Access") for the Cable System established pursuant to this Section 6. Grantee shall have no responsibility whatsoever for PEG Access except as expressly stated in this Section 6.

(2) Grantee Support for PEG Usage. In accordance with the provisions of the Cable Act and Minnesota Statutes, Section 238.084, Grantee shall provide and make available for PEG Access usage within the Service Area such channels, capacity and support as provided in Exhibit D hereto.

(3) Community Access/PEG Programming. Grantee shall not distribute LMCC-originated public, educational, or governmental programming outside the Franchise Area over its System without the LMCC's express written consent.

SECTION 7 OPERATION AND ADMINISTRATION PROVISIONS

(1) Franchise Fee.

(a) During the term of the Franchise, Grantee shall pay quarterly to the LMCC a Franchise Fee of five percent (5%) of Gross Revenues or a lower percentage amount as established by the LMCC from time to time. Grantee and LMCC may mutually agree to increase the Franchise Fee subject to Applicable Law. In the event Grantee bundles or combines Cable Services (which are subject to the Franchise Fee) with non-Cable Services (which are not subject to the Franchise Fee) so that Subscribers pay a single fee for more than one (1) class of service resulting in a discount on Cable Services, Grantee agrees that for the purpose of calculation of the Franchise Fee, it shall allocate to Cable Service revenue no less than a pro rata share of the revenue received for the bundled or combined services. The pro rata share shall be computed on the basis of the published charge for each service in the bundled or combined classes of services when purchased separately.

(b) Each Franchise Fee payment shall be paid quarterly not later than thirty (30) days following the end of a given quarter and each payment shall be accompanied by the Franchise Fee Payment Worksheet in the form attached hereto as Exhibit G.

(c) Except as otherwise provided by law, no acceptance of any payment by the LMCC shall be construed as a release or as an accord and satisfaction of any claim the LMCC may have for further or additional sums payable as a Franchise Fee under this Franchise or for the performance of any other obligation of the Grantee.

(d) Any Franchise Fees owing pursuant to this Franchise which remain unpaid more than thirty (30) days after the end of a given quarter shall be delinquent and shall immediately thereafter accrue simple interest at twelve percent (12%) per annum. Enforcement of unpaid Franchise Fees shall be handled in accordance with Section 8(1), however, Grantee shall in all cases be subject to interest on any payment more than thirty (30) days after the end of a given quarter.

(e) Upon ten (10) days prior written notice, LMCC shall have the right to conduct an independent audit of Grantee's records. If such audit indicates a Franchise Fee underpayment of five percent (5%) or more of the Franchise Fee due, the Grantee shall assume all of LMCC's out-of-pocket costs associated with the conduct of such an audit. Grantee shall either (i) remit to City all applicable Franchise Fees and PEG fees due and payable together with all accrued interest as set forth in paragraph 7.1 (d) above within 30 days of receiving the audit statement; or (ii) provide written notice to the LMCC that it disputes the audit finding within the same 30 days of receiving the audit statement in accordance with Section 8(1)(f) in which case the procedures of Section 8(1) shall apply.

(f) Grantee acknowledges and agrees that the Franchise Fees payable by Grantee to LMCC pursuant to this section shall take precedence over all other material provisions of the Franchise and shall not be deemed to be in the nature of a tax, and shall be in addition to any and all taxes of general applicability and other fees and charges which do not fall within the definition of a Franchise Fee under 47 U.S.C. § 542.

(g) Grantee shall not apply or seek to apply all or any part of any taxes, fees or assessments of general applicability levied or imposed by the LMCC or (including any such tax, fee or assessment imposed on both utilities and cable operators or their services) that do not fall within the definition of a Franchise Fee under 47 U.S.C. § 542 as a deduction or other credit from or against any of the Franchise Fees or other payments or contributions to be paid or made by Grantee to LMCC pursuant to this Franchise which shall be deemed to be separate and distinct obligations of Grantee.

(h) In the event a Member City requests that the Grantee reduce the amount of the franchise fee collected within its municipal boundaries, Grantee will, to the extent feasible, accommodate such request at the expense of the requesting City.

(2) Periodic Evaluation, Review and Modification. LMCC and Grantee acknowledge and agree that the field of cable television is rapidly changing and one which may see many

regulatory, technical, financial, marketing and legal changes during the term of this Franchise. Therefore, in order to provide for the maximum degree of flexibility in this Franchise, and to help achieve an advanced and modern Cable System, the following evaluation provisions will apply:

(a) Grantee shall be subject to the procedures and the subjects described in this Section.

(b) The LMCC may require, in its sole discretion, that the Grantee participate in evaluation sessions with the LMCC at any time and from time to time during the term of this Franchise; provided, however, there shall not be more than one (1) evaluation session in any three (3) year period during the Term. However, nothing shall prohibit Grantee and LMCC from mutually agreeing to have informal reviews as requested or deemed advisable by either party.

(c) Topics which may be discussed at any evaluation session include, but are not limited to, rates, Channel capacity, the System performance, programming, PEG Access, municipal uses of the System, Subscriber complaints, judicial rulings, FCC rulings and any other topics the LMCC or Grantee may deem relevant.

(d) As a result of an evaluation session, the LMCC or Grantee may determine that an amendment in the terms of this Franchise may be required, that the requirements of the System or this Franchise should be updated, changed or revised, and/or that additional services should be provided by Grantee (collectively a "Proposed Modification"). If the Proposed Modification is consistent with the terms of this Franchise, the needs of the LMCC and existing state-of-the-art technology, including what is provided by Grantee in other systems owned, operated or managed by it, its parent company or any affiliated company, Grantee and the LMCC will, in good faith, review the terms of the Proposed Modification and consider amending this Franchise according to Section 10(2) herein.

(3) Records Required.

(a) Grantee shall at all times maintain, at its sole cost and expense, the following records and information relating specifically to the Cable System serving the Franchise Area – the LMCC may review these records upon request:

(i) A full and complete set of plans, records and "as-built" drawings and/or maps which shall be updated annually showing the location of the Cable System installed or in use in the LMCC, exclusive of Subscriber service Drops and equipment provided in Subscribers' homes.

(ii) A summary of trouble calls or complaints related to Cable Service, identifying the number, general nature and disposition of such calls, on a monthly basis. A summary of such service calls shall be submitted to the LMCC within thirty (30) days following its request in a form reasonably acceptable to the LMCC.

(4) LMCC's Right to Inspect Records. Upon reasonable notice and during Normal Business Hours, Grantee shall permit examination by any duly authorized representative of the LMCC of those records relating to this Franchise. Grantee shall have the right to be present at any such examination.

(5) Reports. All reports required under this Franchise shall be furnished at the sole expense of Grantee.

(a) During the first two (2) years following the Effective Date of this Franchise, Grantee shall provide LMCC with a quarterly report evidencing the progress of System construction and extension as set forth in Section 3 (4) of this Franchise.

(b) Grantee shall provide LMCC with an annual statement, within ninety (90) days of the close of each calendar year end, certified by an officer of Grantee, reflecting the total amounts of Gross Revenues and all payments and computations of the Franchise Fee and the PEG Fee for the previous calendar year.

(6) Duty to Cooperate. Grantee and LMCC shall use commercially reasonable efforts to communicate and promptly and in good faith resolve any issues that may arise pursuant to this Franchise.

SECTION 8 GENERAL FINANCIAL AND INSURANCE PROVISIONS

(1) Security Fund.

(a) At the time of acceptance of this Franchise, Grantee shall provide, from a financial institution mutually acceptable to the Parties, and in a form and substance mutually acceptable to the Parties, an irrevocable and unconditional Letter of Credit in the sum of Twenty Five Thousand and No/100 Dollars (\$25,000.00) for the benefit of the LMCC to ensure compliance by Grantee with all terms of the Franchise ("Security Fund"). Grantee shall maintain this Security Fund throughout the term of this Franchise and pursuant to Section 9(3)(b), and until such time as Grantee has liquidated all of its obligations with LMCC.

(b) The Security Fund shall provide that funds will be paid to LMCC, upon written demand of LMCC, and after the procedures of this section have been complied with in payment for liquidated damages charged pursuant to this section, in payment for any monies owed by Grantee pursuant to its obligations under this Franchise, or in payment for any damage incurred as a result of any acts or omissions by Grantee pursuant to this Franchise.

(c) In addition to recovery of any monies owed by Grantee to LMCC or damages to LMCC as a result of any acts or omissions by Grantee pursuant to the Franchise, LMCC in its sole discretion may charge to and collect from the Security Fund the following mutually agreed upon liquidated damages:

(i) For failure to timely complete system upgrades as provided in this Franchise unless the LMCC has approved delays, and for failure to comply with material construction, operation or maintenance standards and requirements, the penalty shall be Five Hundred and No/100 Dollars (\$500) per day for each day, or part thereof, such failure occurs or continues.

(ii) For failure to meet the customer service standards and requirements as set forth in this Franchise and the exhibits hereto the penalty shall be Three Hundred and No/100 Dollars (\$300) per day for each day, or part thereof, such failure occurs or continues.

(iii) For failure to comply with any of the provisions of this Franchise for which a penalty is not otherwise specifically provided pursuant to this subparagraph (c), the penalty shall be One Hundred Fifty and No/100 Dollars (\$150) per day for each day, or part thereof, such failure occurs or continues. Except as otherwise expressly provided herein, violation of a Member City ordinance is not a violation of this Franchise.

(d) Each violation of any provision of this Franchise shall be considered a separate violation for which a separate penalty can be imposed.

(e) Whenever Grantee has violated one (1) or more terms, conditions or provisions of this Franchise, the LMCC shall give a written notice to Grantee specifying with particularity the alleged violation. At any time after thirty (30) days (or such additional reasonable time which is necessary to cure the alleged violation) following receipt of notice, provided Grantee remains in violation of one (1) or more material terms, conditions or provisions of this Franchise, LMCC may draw from the Security Fund all penalties and other monies due LMCC from the date of the receipt of notice.

(f) Whenever notice of an alleged violation has been received by Grantee, Grantee may, within thirty (30) days of receipt of notice, notify LMCC that there is a dispute as to whether a violation or failure has, in fact, occurred. Such notice shall specify with particularity the matters disputed by Grantee. Upon receipt of such notice, the LMCC shall toll the running of the time frames for cure and the accrual of any penalties herein. The LMCC shall hear Grantee's dispute at its next regularly scheduled full commission meeting. Grantee shall be afforded a reasonable notice of the meeting and afforded a reasonable opportunity to participate in and be heard at the meeting. The LMCC's decision regarding the disputed violation shall be in writing, and shall specify with particularity the factual and legal basis for the decision.

(g) Upon determination by LMCC that no violation has taken place, LMCC shall withdraw the notice alleging a violation.

(h) Grantee shall have the right to challenge in a court of competent jurisdiction the LMCC's findings that Grantee has violated one (1) or more terms, conditions or provisions of this Franchise or has failed to substantially cure such violation.

(i) If said Security Fund or any subsequent security fund delivered pursuant thereto expires prior to the expiration of the Franchise, it shall be renewed or replaced during the term of this Franchise to provide that it will not expire earlier than the expiration of this Franchise. The renewed or replaced security fund shall be for the full amount stated in paragraph (a) of this section.

(j) If LMCC draws upon the Security Fund or any subsequent security fund delivered pursuant hereto, in whole or in part, Grantee shall replenish or replace the same within fifteen (15) days and shall deliver to LMCC a like replacement security fund for the full amount stated in paragraph (a) of this section as a substitution of the previous security fund.

(k) If any Security Fund is not so replenished or replaced, LMCC may draw on said security fund for the whole amount thereof and hold the proceeds, without interest, and use the proceeds to pay costs incurred by LMCC in performing and paying for any or all of the obligations, duties and responsibilities of Grantee under this Franchise that are not performed or paid by Grantee pursuant hereof, including attorneys' fees incurred by the LMCC in so performing and paying.

(l) The collection by LMCC of any damages, monies or penalties from the security fund shall not affect any other right or remedy available to LMCC, nor shall any act, or failure to act, by LMCC pursuant to the security fund, be deemed a waiver of any right of LMCC pursuant to this Franchise or otherwise.

(2) Liability Insurance.

(a) Grantee shall with its acceptance of this Franchise, and at its sole expense, take out and maintain during the term of this Franchise comprehensive general liability insurance with a company licensed to do business in the State of Minnesota with a rating by A.M. Best & Co. of not less than "A-" that shall protect the Grantee, the LMCC and their officials, officers, directors, employees and agents from any and all claims which may arise from operations under this Franchise, whether such operations be by the Grantee, its officials, officers, directors, employees and agents or any subcontractors of Grantee. This liability insurance shall include, but shall not be limited to, protection against claims arising from bodily and personal injury and damage to property, resulting from Grantee's vehicles, products and operations. The amount of insurance for single limit coverage applying to bodily and personal injury and property damage shall not be less than Two Million Dollars (\$2,000,000.00).

(b) The following endorsements shall be attached to the liability policy:

(i) The policy shall provide coverage on an "occurrence" basis.

(ii) The policy shall cover personal injury as well as bodily injury.

(iii) The policy shall cover blanket contractual liability subject to the standard universal exclusions of contractual liability included in the carrier's standard endorsement as to bodily injuries, personal injuries and property damage.

(iv) Broad form property damage liability shall be afforded.

(v) The LMCC shall be named as an additional insured on all policies required under this Franchise.

(vi) An endorsement shall be provided which states that the coverage is primary insurance and that no other insurance maintained by the LMCC will be called upon to contribute to a loss under this coverage.

(vii) Standard form of cross-liability shall be afforded.

(viii) An endorsement stating that the policy shall not be canceled without thirty (30) days notice of such cancellation given to the LMCC.

(ix) Grantee shall submit to LMCC a certificate of insurance signed by the insurance agent and companies named.

(x) All insurance shall be effective within thirty days after the Franchise is executed by Grantee and shall continue in full force and effect for the duration of the Franchise and per Section 9(3)(b) of the Franchise.

(3) Workers' Compensation Insurance. Grantee shall obtain and maintain Workers' Compensation Insurance for all of Grantee's employees, and in case any work is sublet, Grantee shall require any subcontractor similarly to provide Workers' Compensation Insurance for all of their employees, all in compliance with State laws, and to fully indemnify the LMCC from and against any and all claims arising out of occurrences on Grantee's work. Grantee hereby indemnifies LMCC for any and all costs, expenses (including attorneys' fees and disbursements of counsel), damages and liabilities incurred by LMCC as a result of any failure of either Grantee or any subcontractor of Grantee to take out and maintain such insurance. Grantee shall provide the LMCC with a certificate of insurance indicating Workers' Compensation coverage upon its acceptance of this Franchise.

(4) Indemnification.

(a) Grantee shall indemnify, defend and hold LMCC, its officers, boards, commissions, agents and employees (collectively the "Indemnified Parties") harmless from and against any and all lawsuits, claims, causes of action, actions, liabilities, demands, damages, judgments, settlements, disability, losses, expenses (including attorney's fees and disbursements of counsel) and costs of any nature ("Claims") that any of the Indemnified Parties may at any time suffer, sustain or incur arising out of, based upon or in any way connected with the grant of this Franchise, the operation of Grantee's System, the breach by Grantee of its obligations under this Franchise and/or the activities of Grantee, its subcontractor, employees and agents hereunder. Grantee shall be solely responsible for and shall indemnify, defend and hold the Indemnified Parties harmless from and against any and all matters relative to payment of Grantee's employees, including compliance with Social Security and withholdings.

(i) The indemnification obligations of Grantee set forth in this Franchise are not limited in any way by the amount or type of damages or compensation payable by or for Grantee under Workers' Compensation, disability or other employee benefit acts, acceptance of insurance certificates required under this Franchise, or the terms, applicability or limitations of any insurance held by Grantee.

(ii) LMCC does not, and shall not, waive any rights against Grantee which it may have by reason of the indemnification provided for in this Franchise, because of the acceptance by LMCC, or the deposit with LMCC by Grantee, of any of the insurance policies described in this Franchise.

(iii) The indemnification of LMCC by Grantee provided for in this Franchise shall apply to all damages and claims for damages of any kind suffered by reason of any of the Grantee's operations referred to in this Franchise, regardless of whether or not such insurance policies shall have been determined to be applicable to any such damages or claims for damages.

(iv) Grantee shall not be required to indemnify LMCC for negligence or misconduct on the part of LMCC or its officials, boards, commissions, agents, or employees. LMCC shall hold Grantee harmless, subject to the limitations in Minnesota Statutes Chapter 466, for any damage resulting from the negligence or misconduct of the LMCC or its officials, boards, commissions, agents, or employees in utilizing any PEG Access Channels, equipment, or facilities and for any such negligence or misconduct by LMCC in connection with work performed by LMCC and permitted by this Franchise, on or adjacent to the Cable System.

SECTION 9

SALE, ABANDONMENT, TRANSFER AND REVOCATION

(1) Franchise Non-transferable.

(a) Grantee shall not voluntarily or involuntarily, by operation of law or otherwise, sell, assign, transfer, lease, sublet or otherwise dispose of, in whole or in part, the Franchise and/or Cable System or any of the rights or privileges granted by the Franchise, without the prior written consent of the LMCC, which consent shall not be unreasonably denied or delayed.

(b) Without limiting the nature of the events requiring the LMCC's approval under this section, the following events shall be deemed to be a sale, assignment or other transfer of the Franchise and/or Cable System requiring compliance with this section: (i) the sale, assignment or other transfer of all or a majority of Grantee's assets or the assets comprising the Cable System to any Person; (ii) the merger of the Grantee or any of its parents with or into another Person (including the merger of Grantee or any parent with or into any parent or subsidiary corporation or other Person); (iii) the consolidation of the Grantee or any of its parents with any other Person; (iv) the creation of a subsidiary corporation or other entity; (v) the sale, assignment or other transfer of capital stock or

partnership, membership or other equity interests in Grantee or any of its parents by one or more of its existing shareholders, partners, members or other equity owners so as to create a new Controlling Interest in Grantee; (vi) the issuance of additional capital stock or partnership, membership or other equity interest by Grantee or any of its parents so as to create a new Controlling Interest in Grantee; and (vii) the entry by the Grantee into an agreement with respect to the management or operation of the Grantee, any of Grantee's parents and/or the System or the subsequent amendment thereof. The term "Controlling Interest" as used herein is not limited to majority equity ownership of the Grantee, but also includes actual working control over the Grantee in whatever manner exercised.

(c) Grantee shall notify LMCC in writing of any foreclosure or any other judicial sale of all or a substantial part of the property and assets comprising the Cable System of the Grantee or upon the termination of any lease or interest covering all or a substantial part of said property and assets.

(d) For the purpose of determining whether it shall consent to such change, transfer or acquisition of control, LMCC may inquire into the qualifications of the prospective transferee or controlling party. Grantee agrees to provide FCC Form 394 as part of any request for transfer or change of control under this Franchise. If, after considering the legal, financial, character and technical qualities of the transferee and determining that they are satisfactory, the LMCC finds that such transfer is acceptable, the LMCC shall permit such transfer and assignment of the rights and obligations of this Franchise. The consent of the LMCC to such transfer shall not be unreasonably denied.

(e) Any financial institution having a security interest in any and all of the property and assets of Grantee as security for any loan made to Grantee or any of its affiliates for the construction and/or operation of the Cable System must notify the LMCC that it or its designee satisfactory to the LMCC shall take control of and operate the Cable System, in the event of a default in the payment or performance of the debts, liabilities or obligations of Grantee or its affiliates to such financial institution. Further, said financial institution shall also submit a plan for such operation of the System within thirty (30) days of assuming such control that will insure continued service and compliance with all Franchise requirements during the term the financial institution or its designee exercises control over the System. The financial institution or its designee shall not exercise control over the System for a period exceeding one (1) year unless extended by the LMCC in its discretion and during said period of time it shall have the right to petition the LMCC to transfer the Franchise to another Grantee.

(f) In addition to the aforementioned requirements in this Section 9(1), the LMCC and Grantee shall, at all times, comply with the requirements of Minnesota Statutes Section 238.083 regarding the sale or transfer of a franchise and with all other Applicable Laws.

(2) LMCC's Right to Purchase System.

(a) The LMCC shall have a right of first refusal to purchase the Cable System in the event the Grantee receives a bona fide offer to purchase the Cable System from any

Person. Bona fide offer as used in this section means a written offer which has been accepted by Grantee, subject to the LMCC's rights under this Franchise. The price to be paid by the LMCC shall be the amount provided for in the bona fide offer, including the same terms and conditions as the bona fide offer. The LMCC shall notify Grantee of its decision to purchase within sixty (60) days of the LMCC's receipt from Grantee of a copy of the written bona fide offer.

(b) Consistent with Section 627 of the Cable Act and all other Applicable Laws, at the expiration, cancellation, revocation or termination of this Franchise, the LMCC shall have the option to acquire and hold the Cable System.

(3) Abandonment or Removal of Franchise Property.

(a) In the event that the use of any property of Grantee within the Franchise Area or a portion thereof is discontinued for a continuous period of twelve (12) months, Grantee shall be deemed to have abandoned that property.

(b) A Member City may give Grantee written permission to abandon, without removing, any System facility or equipment laid, directly constructed, operated or maintained in, on, under or over the Franchise Area. Unless such permission is granted or unless otherwise provided in this Franchise, the Grantee shall remove all abandoned facilities and equipment upon receipt of written notice from LMCC or a Member City and shall restore any affected Street to its former state at the time such facilities and equipment were installed, so as not to impair its usefulness. In removing its plant, structures and equipment, Grantee shall refill, at its own expense, any excavation made by or on behalf of Grantee and shall leave all Streets and other public ways and places in as good condition as that prevailing prior to such removal without materially interfering with any electrical or telephone cable or other utility wires, poles or attachments. The liability, indemnity and insurance provisions of this Franchise and any security fund and performance bond provided for in this Franchise shall continue in full force and effect during the period of removal and until full compliance by Grantee with the terms and conditions of this section.

(c) At the expiration of the term for which this Franchise is granted, or upon its earlier revocation or termination, as provided for herein, in any such case without renewal, extension or transfer, the LMCC shall have the right to require Grantee to remove, at Grantee's sole expense, all above-ground portions of the Cable System from all Streets and public ways within the LMCC within a reasonable period of time, which shall not be less than one hundred eighty (180) days provided, however, that nothing herein shall require Grantee to remove any portion of the System which is used to deliver non-Cable Service.

(d) Notwithstanding anything to the contrary set forth in this Franchise, the Grantee may, with the consent of the affected Member City, abandon any underground Franchise property in place so long as it does not materially interfere with the use of the Street or public rights-of-way in which such property is located or with the use thereof by any public utility or other cable operator.

(4) Receivership and Foreclosure. The Franchise granted hereunder shall, at the option of LMCC, cease and terminate one hundred twenty (120) days after appointment of a receiver or receivers, or trustee or trustees, to take over and conduct the business of Grantee, whether in a receivership, reorganization, bankruptcy or other action or proceeding, unless such receivership or trusteeship shall have been vacated prior to the expiration of said one hundred twenty (120) days, or unless: (1) such receivers or trustees shall have, within one hundred twenty (120) days after their election or appointment, fully complied with all the terms and provisions of this Franchise granted pursuant hereto, and the receivers or trustees within said one hundred twenty (120) days shall have remedied all the defaults and violations under this Franchise or provided a plan for the remedy of such defaults and violations which is satisfactory to the LMCC; and (2) such receivers or trustees shall, within said one hundred twenty (120) days, execute an agreement duly approved by the court having jurisdiction in the premises, whereby such receivers or trustees assume and agree to be bound by each and every term, provision and limitation of this Franchise.

(5) Performance Bond. Within thirty (30) days of Grantee's execution of this Franchise Grantee shall provide LMCC with a \$100,000 Performance Bond in a form and with such sureties as are mutually acceptable to the Parties. The Performance Bond shall ensure compliance with all requirements of the Franchise.

(6) Procedure for Enforcing Franchise. In the event LMCC believes that Grantee has breached or violated any provision of this Franchise, LMCC shall act in accordance with Section 9(1) (c-f).

(a) If the LMCC chooses to terminate this Franchise, the following additional procedure shall be followed:

(i) The LMCC shall provide Grantee with written notice of the LMCC's intention to terminate this Franchise and specify in detail the reason or cause for the proposed termination. The LMCC shall allow Grantee a minimum of fifteen (15) days subsequent to receipt of the notice in which to cure the default.

(ii) Grantee shall be provided with an opportunity to be heard at a regular or special meeting of LMCC prior to any final decision of LMCC to terminate this Franchise.

(iii) In the event that LMCC determines to terminate this Franchise, the Grantee shall have an opportunity to appeal said decision in accordance with all Applicable Laws.

(iv) If a valid appeal is filed, the Franchise shall remain in full force and affect while said appeal is pending, unless the term of the Franchise sooner expires.

(7) Reservation of Rights. LMCC and Grantee reserve all rights that they may possess under Applicable Laws unless expressly waived herein.

SECTION 10
MISCELLANEOUS PROVISIONS

(1) Franchise Renewal. Any renewal of this Franchise shall be in accordance with Applicable Laws. The term of any renewed Franchise shall be limited to a period not to exceed fifteen (15) years.

(2) Amendment of Franchise. Grantee and LMCC may agree, from time to time, to amend this Franchise. Such written amendments may be made subsequent to a review session pursuant to Section 7 (2) or at any other time if LMCC and Grantee agree that such an amendment will be in the public interest or if such an amendment is required due to changes in Applicable Laws. LMCC shall act pursuant to local law pertaining to the ordinance amendment process.

(3) Right of Individuals.

(a) Grantee shall not deny service, deny access, or otherwise discriminate against Subscribers, Channel users, or general citizens on the basis of race, color, religion, disability, national origin, age, gender or sexual preference. Grantee shall comply at all times with all other Applicable Laws, relating to nondiscrimination.

(b) Grantee shall adhere to the applicable equal employment opportunity requirements of Applicable Laws, as now written or as amended from time to time including 47 U.S.C. Section 551, Protection of Subscriber Privacy.

(c) No cable line, wire, amplifier, Converter, or other piece of equipment owned by Grantee shall be installed by Grantee in the Subscriber's premises, other than in appropriate easements, without first securing any required consent. If a Subscriber requests service, permission to install upon Subscriber's property shall be presumed. Where a property owner or his or her predecessor was granted an easement including a public utility easement or a servitude to another and the servitude by its terms contemplates a use such as Grantee's intended use, Grantee shall not require the written permission of the owner for the Installation of cable television equipment.

(d) No signals of a class IV cable communications channel may be transmitted from a Subscriber terminal for purposes of monitoring individual viewing patterns or practices without the express written permission of a Subscriber. The request for permission must be contained in a separate document with a prominent statement that the Subscriber is authorizing the permission in full knowledge of its provisions. The written permission must be for a limited period of time not to exceed one year which is renewable at the option of the Subscriber. No penalty may be invoked for a Subscribers failure to provide or renew the authorization. The authorization is revocable at any time by the Subscriber without penalty of any kind. The permission must be required for each type or classification or class IV cable communications activity planned.

(i) No information or data obtained by monitoring transmission of a signal from a Subscriber terminal, including but not limited to the lists of the names and addresses of the Subscribers or lists that identify the viewing habits of

Subscribers may be sold or otherwise made available to any Person other than to Grantee and its employees for internal business use, or to the Subscriber who is the subject of that information, unless the Grantee has received specific written authorization from the Subscriber to make the data available.

(ii) Written permission from the Subscriber must not be required for the Systems conducting system-wide or individually addressed electronic sweeps for the purpose of verifying system integrity or monitoring for the purpose of billing. Confidentiality of this information is subject to paragraph (i) above.

(iii) For purposes of this Section 10(3), a “class IV cable communications channel” means a signaling path provided by a System to transmit signals of any type from a Subscriber terminal to another point in the System.

(4) Rights Reserved to LMCC. In addition to any rights specifically reserved to the LMCC by this Franchise, the LMCC reserves to itself every right and power which is required to be reserved by a provision of this Franchise.

(5) Confidential Information. Notwithstanding anything herein to the contrary, Grantee shall have the right to provide any confidential books and records that it is obligated to make available to the LMCC pursuant to this Franchise, by allowing the LMCC, or its designated representative(s), to view the books and records at a mutually agreeable location and without LMCC obtaining its own copies of such books and records. Alternatively, Confidential or proprietary information may be disclosed pursuant to a reasonable mutually agreeable non-disclosure agreement. The intent of the parties is to work cooperatively to insure that all books and records reasonably necessary for LMCC’s monitoring and enforcement of Franchise obligations are provided to LMCC.

(6) Severability. If any provision of this Franchise is held by any Governmental Authority of competent jurisdiction, to be invalid as conflicting with any Applicable Laws now or hereafter in effect, or is held by such Governmental Authority to be modified in any way in order to conform to the requirements of any such Applicable Laws, such provision shall be considered a separate, distinct, and independent part of this Franchise, and such holding shall not affect the validity and enforceability of all other provisions hereof. In the event that such Applicable Laws are subsequently repealed, rescinded, amended or otherwise changed, so that the provision hereof which had been held invalid or modified is no longer in conflict with such laws, said provision shall thereupon return to full force and effect and shall thereafter be binding on LMCC and Grantee, provided that LMCC shall give Grantee thirty (30) days written notice of such change before requiring compliance with said provision or such longer period of time as may be reasonably required for Grantee to comply with such provision.

(7) Force Majeure. In the event Grantee’s performance of any of the terms, conditions, obligations or requirements of this Franchise is prevented or impaired due to any cause beyond its reasonable control, such inability to perform shall be deemed to be excused for the period of such inability and no penalties or sanctions shall be imposed as a result thereof, provided Grantee has notified LMCC in writing within a reasonable time of its discovery of the

occurrence of such an event. Such causes beyond Grantee's reasonable control shall include, but shall not be limited to, acts of God, civil emergencies and labor unrest or strikes, untimely delivery of equipment, inability of Grantee to obtain access to an individual's property and inability of Grantee to secure all necessary permits to utilize utility poles and conduit so long as Grantee utilizes due diligence to timely obtain said permits.

**SECTION 11
PUBLICATION EFFECTIVE DATE; ACCEPTANCE AND EXHIBITS**

(1) Publication; Effective Date. This Franchise shall be effective (the "Effective Date") upon acceptance by the Grantee and publication in accordance with Applicable Law.

(2) Acceptance. Grantee shall accept this Franchise within thirty (30) of its enactment by the LMCC, unless the time for acceptance is extended by the LMCC. In the event acceptance does not take place, this Franchise shall be null and void.

(a) Upon acceptance of this Franchise, Grantee shall be bound by all the terms and conditions contained herein, subject to the effectiveness of the Franchise as required in Section 11(1).

(b) Grantee shall accept this Franchise in the following manner:

(i) This Franchise will be properly executed and acknowledged by Grantee and delivered to LMCC.

(ii) With its acceptance, Grantee shall also deliver any performance bond and insurance certificates required herein that have not previously been delivered.

Passed and adopted this _____ day of _____, 2014.

LAKE MINNETONKA COMMUNICATIONS COMMISSION

Dated: _____, 2014

By: _____

Its: _____

ATTEST:

By: _____

Its: _____

ACCEPTED: This Franchise is accepted, and we agree to be bound by its terms and conditions.

Dated: _____, 2014

MEDIACOM MINNESOTA LLC

By: _____

Its: _____

SWORN TO BEFORE ME this

_____ day of _____, 2014

Notary Public

**EXHIBIT A
OWNERSHIP**

**Grantee must file with LMCC an accurate chart outlining its
ownership structure as of the Effective Date.**

EXHIBIT B
DESCRIPTION OF SYSTEM

1. The Cable System shall be designed, constructed, routinely inspected, and maintained to guarantee that the Cable System meets or exceeds the requirements of the most current editions of the National Electrical Code (NFRA 70) and the National Electrical Safety Code (ANSI C2). In all matters requiring interpretation of either of these codes, the LMCC's interpretation shall control over all other sources and interpretations.
2. General Requirements. Grantee shall use equipment used in high-quality, reliable, modern Cable Systems of similar design.
3. General Description. The Cable System shall provide Subscribers with a technically advanced and reliable Cable System. The System shall have at least 750 MHz of bandwidth capacity, capable of delivering approximately 80 analog channels of programming. The System will be two-way active, and it will be designed to have capability to transmit return signals upstream in the 5-40 MHz spectrum. The design will provide the benefits of proven 80-channel electronics while positioning the System for expansion of bandwidth and channel capacity as technology and future services develop.
4. Design. The design of the System shall be based upon a "Fiber to the Node" architecture that will deliver the signals by fiber optics directly to each neighborhood. Grantee's initial design includes a minimum of six (6) fibers to each Node site having a neighborhood group average of approximately three hundred (300) homes. If Grantee splits Nodes into smaller sizes, fewer fibers will extend to such smaller Nodes. There shall be no more than seven (7) active amplifiers in a cascade from each Node to the residential dwelling. The incorporation of stand-by power supplies, strategically placed throughout the system including all hubs, will further reduce the likelihood of Service Interruptions.
5. Technical Standards. The System shall meet or exceed FCC requirements. In no event shall the System fall below the following standards:
 - a. The System shall be capable of meeting the following distortion parameters:
 1. Carrier to RMS Noise 48 dB
 2. Carrier to Second Order 53 dB
 3. Carrier to Cross Modulation 51 dB
 4. Carrier to Composite Triple Beat 53 dB
 - b. The frequency response of a single channel as measured across any 6 MHz analog channel shall not exceed +/- 2 dB.
 - c. The frequency response of the entire passband shall not exceed $N/10 + 2$ dB for the entire System where N is the number of amplifiers in cascade.
 - d. The System shall be designed such that at a minimum all technical specifications of this Franchise Agreement are met.
 - e. The System shall be designed such that no noticeable degradation in signal quality will appear at the Subscriber terminal.

EXHIBIT C
CONSUMER PROTECTION AND CUSTOMER SERVICE STANDARDS

(1) Cable System office hours and telephone availability.

(a) Grantee will maintain a local, toll-free or collect call telephone access line which will be available to its Subscribers twenty-four (24) hours a day, seven (7) days a week.

(i) Trained Grantee representatives will be available to respond to customer telephone inquiries during Normal Business Hours.

(ii) After Normal Business Hours, the access line may be answered by a service or an automated response system, including an answering machine. Inquiries received after Normal Business Hours must be responded to by a trained Grantee representative on the next business day.

(b) Under Normal Operating Conditions, telephone answer time by a customer representative, including wait time, shall not exceed thirty (30) seconds when the connection is made. If the call needs to be transferred, transfer time shall not exceed thirty (30) seconds. These standards shall be met no less than ninety percent (90%) of the time under Normal Operating Conditions, measured on a quarterly basis.

(c) Grantee shall not be required to acquire equipment or perform surveys to measure compliance with the telephone answering standards above unless an historical record of complaints indicates a clear failure to comply.

(d) Under Normal Operating Conditions, the customer will receive a busy signal less than three percent (3%) of the time.

(e) Customer service center and bill payment locations will be open at least during Normal Business Hours. Grantee currently maintains staffed customer service centers in the cities of Mound and Chanhassen, and Grantee will maintain at least one customer service center that is conveniently located. Such customer service center must be staffed to receive customer calls and complaints. Grantee must provide notice to customers of the local telephone numbers for such customer service centers and give notice to customers of any changes or modifications to locations or hours of operation.

(2) Installations, Outages and Service Calls. Under Normal Operating Conditions, each of the following standards will be met no less than ninety-five percent (95%) of the time measured on a quarterly basis:

(a) Standard Installations will be performed within seven (7) business days after an order has been placed.

(b) Excluding conditions beyond the control of Grantee, Grantee will begin working on "Service Interruptions" promptly and in no event later than twenty-four (24)

hours after the interruption becomes known. Grantee must begin actions to correct other Service problems the next business day after notification of the Service problem.

(c) The “appointment window” alternatives for Installations, Service calls, and other Installation activities will be either a specific time or, at maximum, a four (4) hour time block during Normal Business Hours. (Grantee may schedule Service calls and other Installation activities outside of Normal Business Hours for the express convenience of the customer.)

(d) Grantee may not cancel an appointment with a customer after the close of business on the business day prior to the scheduled appointment.

(e) If Grantee’s representative is running late for an appointment with a customer and will not be able to keep the appointment as scheduled, the customer will be contacted. The appointment will be rescheduled, as necessary, at a time which is convenient for the customer.

(3) Communications between Grantee and Subscribers:

(a) Refunds. Refund checks will be issued promptly, but no later than either:

(i) The customer’s next billing cycle following resolution of the request or thirty (30) days, whichever is earlier, or

(ii) The return of the equipment supplied by Grantee if Cable Service is terminated.

(b) Credits. Credits for Cable Service will be issued no later than the customer’s next billing cycle following the determination that a credit is warranted.

(4) Billing:

(a) Consistent with 47 C.F.R. § 76.1619, bills will be clear, concise and understandable. Bills must be fully itemized, with itemizations including, but not limited to, Basic Cable Service and premium Cable Service charges and equipment charges. Bills will also clearly delineate all activity during the billing period, including optional charges, rebates and credits.

(b) In case of a billing dispute, Grantee must respond to a written complaint from a Subscriber within thirty (30) days.

(5) Subscriber Information. Grantee will provide written information on each of the following areas at the time of Installation of Service, at least annually to all Subscribers, and at any time upon request:

(a) Products and Services offered;

- (b) Prices and options for programming services and conditions of subscription to programming and other services;
- (c) Installation and Service maintenance policies;
- (d) Instructions on how to use the Cable Service;
- (e) Channel positions of programming carried on the System; and
- (f) Billing and complaint procedures, including the address and telephone number of the Grantee's customer service department.

Subscribers shall be advised of the procedures for resolution of complaints about the quality of the television signal delivered by Grantee, including the address of the responsible officer of the Grantee. Subscribers will be notified of any changes in rates, programming services or Channel positions as soon as possible in writing. Notice must be given to Subscribers a minimum of thirty (30) days in advance of such changes if the change is within the control of Grantee. In addition, Grantee shall notify Subscribers thirty (30) days in advance of any significant changes in the information required by this Section (5).

(6) Notice or Rate Programming Change. In addition to the requirement regarding advance notification to Subscribers of any changes in rates, programming services or Channel positions, Grantee shall give thirty (30) days written notice to both Subscribers and the LMCC before implementing any rate or Service change. Grantee shall give thirty (30) days written notice to the LMCC before implementing any rate, charge or Service change that will name or be attributed to the LMCC via itemization on Subscribers bills or otherwise due to an action taken or direction given by the LMCC. Such notice shall state the precise amount of any rate change and briefly explain in readily understandable fashion the cause of the rate change (e.g., inflation, change in external costs or the addition/deletion of Channels). When the change involves the addition or deletion of Channels, each Channel added or deleted must be separately identified. For purposes of the carriage of digital broadcast signals, Grantee need only identify for Subscribers, the television signal added and not whether that signal may be multiplexed during certain dayparts.

(7) Subscriber Contracts. Grantee shall, upon written request, provide the LMCC with any standard form residential Subscriber contract utilized by Grantee. If no such written contract exists, Grantee shall file with the LMCC a document completely and concisely stating the length and terms of the Subscriber contract offered to customers. The length and terms of any standard form Subscriber contract(s) shall be available for public inspection during Normal Business Hours. A list of Grantee's current Subscriber rates and charges for Cable Service shall be maintained on file with LMCC and shall be available for public inspection.

(8) Refund Policy. If the Grantee is on notice that a Subscriber's Cable Service has been interrupted or discontinued for twenty-four (24) or more consecutive hours, Grantee shall credit such Subscriber pro rata for such interruption upon request. For this purpose, every month will be assumed to have thirty (30) days.

(9) Late Fees. Grantee shall comply with all applicable state and federal laws with respect to any assessment, charge, cost, fee or sum, however characterized, that Grantee imposes upon a Subscriber for late payment of a bill. The LMCC reserves the right to enforce Grantee's compliance with all Applicable Laws to the maximum extent legally permissible.

(10) Customer Bills. Customer bills shall be designed in such a way as to present the information contained therein clearly and comprehensibly to Customers, and in a way that (A) is not misleading and (B) does not omit material information. Notwithstanding anything to the contrary in Section (4), above, Grantee may, in its sole discretion, consolidate costs on Customer bills as may otherwise be permitted by Section 622(c) of the Cable Act (47 U.S.C. §542(c)).

(11) Failure to Resolve Complaints. Grantee shall resolve a complaint within thirty (30) days in a manner deemed reasonable by the LMCC under the terms of the Franchise.

(12) Maintain a Customer Service Phone Line. Grantee shall maintain a local or toll-free telephone Subscriber customer service line, available to its Subscribers twenty-four (24) hours per day, seven (7) days a week.

(13) Notification of Complaint Procedure. Grantee shall have printed clearly and prominently on each Subscriber bill and in the customer service agreement provided for in Section (5), the twenty-four (24) hour Grantee phone number for Subscriber complaints. Additionally, Grantee shall provide information to customers concerning the procedures to follow when they are unsatisfied with measures taken by Grantee to remedy their complaint. This information will include the contact information for Grantee's corporate customer service department as provided in Grantee's Privacy Policy.

(14) Subscriber Privacy. Grantee shall comply with Minn. Stat. §238.084 Subd. 1(s).

(15) Grantee Identification. Grantee shall provide all customer service technicians and all other Grantee employees, subcontractors and agents entering private property with appropriate picture identification so that Grantee employees may be easily identified by the property owners and Subscribers.

EXHIBIT D
PEG ACCESS FACILITIES AND EQUIPMENT

1. PUBLIC, EDUCATIONAL AND GOVERNMENT (PEG) ACCESS CHANNELS.

a) Grantee shall provide to each of its Subscribers who receive some or all of the Services offered on the Cable System, reception on five (5) Channels for PEG uses as determined by the LMCC, which uses may include public access for the general public, use by local educational authorities, government use, or lease by commercial or noncommercial users (hereinafter collectively referred to as the “PEG Channels”). The VHF spectrum must be used for at least one (1) of the PEG Channels required in this paragraph. The Grantee may request, in writing, to move the PEG Channels from their current channel positions-- Channel 8, Channel 12, Channel 19, Channel 20 and Channel 21—and the LMCC shall approve or deny such request within sixty (60) days. In conjunction with any such request, Grantee must identify the proposed new channel designation(s) and shall endeavor to group the PEG Channels together, and Grantee shall provide in-kind air time on advertiser supported channels (e.g. USA, TNT, TBS, Discovery Channel, etc.) for the purpose of airing a LMCC-produced announcement, not to exceed 30 seconds in length, explaining the PEG Channel(s) relocation. The aggregate value of the in-kind air time shall not exceed \$2,500, inflated by 4% annually during the Term.

b) If Grantee deploys a visual interface under its control for its channels, the PEG Channels shall be treated in a non-discriminatory fashion so Subscribers have ready access to such channels.

c) Whenever a PEG Channel is in use during eighty percent (80%) of the weekdays, Monday to Friday, for eighty percent (80%) of the time for any consecutive three (3) hour period for six (6) weeks running, and there is demand for use of an additional Channel, the Grantee shall then have six (6) months in which to provide a new PEG Channel for the same purpose, provided that provision of the additional Channel or Channels must not require the Cable System to install Converters.

d) The PEG Channels shall be dedicated for PEG use for the term of the Franchise, provided that Grantee may, utilize any portions of the PEG Channels not scheduled for PEG use. LMCC shall establish rules and procedures for such scheduling in accordance with Section 611 of the Cable Act (47 U.S.C. §531).

e) Grantee shall also designate Channel 6 for uniform regional channel usage currently provided by “Metro Channel 6” as required by Minnesota Statutes Section 238.43. Programming on this regional channel shall include a broad range of informational, educational, and public service programs and materials to cable television Subscribers throughout the Twin Cities metropolitan area.

f) Grantee shall provide the PEG Channels on the Basic Cable Service tier. Upon written request by the LMCC, Grantee shall provide up to two (2) PEG Channels in high definition (HD) on the lowest priced HD tier then-available. For each HD channel

requested, the Grantee may discontinue one non-HD PEG Channel selected by the LMCC. The LMCC shall be responsible for all equipment and associated costs of providing HD programming beyond the demarcation point, and the Grantee shall be responsible for all System equipment and costs associated with providing the HD channels on its side of the demarcation point.

2. PEG TECHNICAL QUALITY. Grantee shall meet FCC signal quality standards when offering PEG Channels on its Cable System.

3. RELOCATION OF GRANTEE'S HEADEND. In the event Grantee relocates its Headend, Grantee will be responsible for replacing or restoring the existing dedicated fiber connections at Grantee's cost so that all the functions and capacity remain available, operate reliably and satisfy all applicable technical standards and related obligations of the Franchise free of charge to the LMCC or its designated entities.

4. PEG OPERATIONS. The LMCC shall manage and operate the PEG Access Facilities.

5. TITLE TO PEG EQUIPMENT. LMCC shall retain title to all PEG Access Facilities the LMCC has purchased or otherwise acquired.

6. PEG ACCESS SUPPORT.

a) Beginning January 1, 2015, Grantee shall remit to the LMCC up to \$300,000.00 per year ("PEG Cap") solely to fund public, educational and governmental access expenditures (hereinafter "PEG Payment") which shall be payable quarterly. Grantee may recover the PEG Payment by collecting a PEG fee. The PEG Payment shall be established annually by the LMCC and approved as part of the LMCC's annual budget review process. The initial PEG Cap of \$300,000 is based on an estimated number of Subscribers in the LMCC prior to renewal totaling 9000 ("Base Subs"). The PEG Cap shall be increased or decreased by the same percentage increase or decrease in Base Subs calculated on June 30th of 2014 and each year thereafter. In no event shall PEG Payments to the LMCC over the 10 year term of this Franchise exceed \$3,000,000.00. Until such time as the PEG Payment amount is established by the LMCC, Grantee shall continue to collect a per month PEG Fee of \$1.24 per Subscriber and remit the full amount collected to the LMCC.

b) The LMCC shall give notice annually, on or before November 1st of each year, identifying the PEG Payment amount due for the following year. The LMCC may reduce the PEG Payment amount from year to year in its discretion.

c) The PEG Payment shall be used by LMCC in its sole discretion to fund PEG Access expenditures in a manner consistent with Applicable Law.

d) The PEG Payment is not intended to represent part of the Franchise Fee and is intended to fall within one (1) or more of the exceptions in 47 U.S.C. § 542. The PEG Payment may be categorized, itemized, and passed through to Subscribers as permissible,

in accordance with 47 U.S.C. §542 or other Applicable Laws. Grantee shall pay the PEG Payment to the LMCC quarterly at the same time as the payment of Franchise Fees under Section 7(1) of the Franchise. Grantee agrees that it will not offset or reduce its payment of past, present or future Franchise Fees required as a result of its obligation to remit the PEG Payment.

e) If any PEG Payment owing pursuant to this Franchise shall remain unpaid more than thirty (30) days after the end of a given quarter, such PEG Payment shall be delinquent and shall immediately thereafter accrue interest at the same rate and under the same terms as late Franchise Fee payments as set forth in Section 7(1) of the Franchise. Enforcement of unpaid PEG Payments shall be handled in accordance with Section 9(7) of the Franchise, however, Grantee shall in all cases be subject to interest on any payment more than thirty (30) days after the end of a given quarter.

7. SERVICE TO PUBLIC BUILDINGS.

a) Throughout the term of this Franchise Grantee shall provide, free of charge, one (1) service Drop, one outlet, one (1) Converter, if necessary and requested, and Basic Cable Service and the next highest penetrated level of Cable Service generally available to all Subscribers (as of the Effective Date referred to as Expanded Basic Cable Service) (“Complimentary Service”), to all of the sites listed on Exhibit E attached hereto. In the event a site on Exhibit E is not connected to the System as of the Effective Date, Grantee shall have two (2) years to complete such connection.

b) The LMCC, City or the building occupant shall have the right, at its expense to extend Cable Service throughout the building to additional outlets without any fees imposed by Grantee for the provision of Cable Service to such additional outlets except for the cost of additional Converters or terminal equipment required to receive the signals.

c) Notwithstanding anything to the contrary set forth in this section, Grantee shall not be required to provide Complimentary Service to such buildings unless it is technically feasible.

d) Grantee shall, in any public building hereinafter built, provide all Drop materials, design specifications and technical advice to provide Complimentary Service to a demark point at such building. If the Drop line to such building exceeds five hundred (500) feet the LMCC, City or other agency shall pay the Actual Cost of such Drop in excess of five hundred (500) feet.

e) Two-way capability allowing for live transmission of PEG programming upstream to Grantee’s Headend shall be provided to the public buildings listed in Exhibit F, subject to such terms and conditions for such service as shall be agreed upon by the LMCC and Grantee.

EXHIBIT E
SERVICE TO PUBLIC FACILITIES

Deephaven:

City Hall, 20225 Cottagewood Road
Deephaven Fire Department, 20227 Cottagewood Rd.

Excelsior:

City Hall – 339 Third Street
Excelsior Hennepin County Library (new location) – 339 Water Street
Excelsior Elementary School – 443 Oak Street
The Commons – 195 Lake Street

Greenwood:

NONE

Independence:

City Hall, 1918 County Road 90
West Hennepin Public Safety, 1918 County Road 90

Long Lake:

NONE

Loretto:

City Hall, 279 Medina Street

Maple Plain:

Fire Department, 1645 Pioneer Ave
Public Works, 1640 Pioneer Ave

Minnetonka Beach:

City Hall, 2945 Westwood Rd. S.

St. Bonifacius:

City Hall, 8655 Kennedy Memorial Dr.
St. Bonifacius Fire Department, 3631 Main St.
St. Bonifacius Library, 8264 Kennedy Memorial Dr.

St. Bonifacius Community Center, 8535 Kennedy Memorial Dr.

Shorewood:

City Hall, 5755 Country Club Rd.

Southshore Community Center, 5735 Country Club Rd.

Public Works, 24200 Smithtown Rd.

Spring Park:

City Hall, 4349 Warren Avenue

Woodland:

NONE

EXHIBIT F
PUBLIC BUILDINGS TO BE PROVIDED WITH TWO-WAY CAPABILITY

All sites on Exhibit E and the following:

Loretto:

Arnold Klaers Baseball Field and Softball Complex
Lions Park

Maple Plain:

Discovery Center, 5050 Independence Street

NOTE: the two-way capability required herein shall be satisfied by establishing a cable modem connection at the foregoing sites allowing upload speeds of 5 mbps or faster. Grantee and the LMCC shall enter a separate agreement establishing the terms and conditions for such cable modem service or other means as mutually agreed upon at the foregoing locations.

**EXHIBIT G
FRANCHISE FEE and PEG FEE PAYMENT WORKSHEET**

TRADE SECRET – CONFIDENTIAL

	Month/Year	Month/Year	Month/Year	Total
Cable Service Revenue				
Installation Charge				
Advertising Revenue				
Home Shopping Revenue				
Other Revenue				
Equipment rental				
REVENUE				
Fee Calculated				

Fee Factor: 5%

PEG Fee				

ADDENDUM 1
LIST OF LMCC MEMBER CITIES

Deephaven
Excelsior
Greenwood
Independence
Long Lake
Loretto
Maple Plain
Minnetonka Beach
St. Bonifacius
Shorewood
Spring Park
Woodland



Agenda Number: 7H

Agenda Date: 05-07-14

Prepared by Deb Kind

Agenda Item: Amendment to South Lake Minnetonka JPA (to allow majority vote for budgets)

Summary: See Chief Litsey's memos (attached) for a summary of this topic. For the council's reference, copies of the applicable section of the Joint Powers Agreement and the Coordinating Committee's 11-13-13 minutes are attached.

Council Action: Not required. Potential motions ...

1. I move the city council **approves** the new language for the South Lake Minnetonka Police Department Joint Powers Agreement that changes budget approvals from "unanimous" to "majority" agreement of the member city councils.
2. I move the city council **rejects** the new language for the South Lake Minnetonka Police Department Joint Powers Agreement that changes budget approvals from "unanimous" to "majority" agreement of the member city councils.
3. Do nothing or other motion ???



SOUTH LAKE MINNETONKA POLICE DEPARTMENT
Serving Excelsior, Greenwood, Shorewood and Tonka Bay

BRYAN LITSEY
Chief of Police

24150 Smithtown Road
Shorewood, Minnesota 55331

Office (952) 474-3261
Fax (952) 474-4477

M E M O R A N D U M

TO: Kristi Luger, Excelsior City Manager
Dana Young, Deephaven City Administrator Representing City of Greenwood
Bill Joynes, Shorewood City Administrator
Joe Kohlmann, Tonka Bay City Administrator

FROM: Bryan Litsey, Chief of Police

DATE: April 16, 2014 - Wednesday

RE: Joint Powers Agreement (JPA)
Proposed Change - Approval of the Annual Operating Budget

As you are aware, one of the topics discussed at the Special Coordinating Committee Meeting on April 15, 2014 was a proposed change to the Joint Powers Agreement (JPA) in which approval of the Annual Operating Budget would only need three member cities (majority) to agree rather than all four member cities (unanimous). This way at least two member cities would have to disagree with the proposed budget before reverting to the JPA default provision. Attached are the corresponding packet materials provided for that meeting. This includes suggested language for the JPA that reflects the proposed change. A motion was made at the end of the discussion by Committee members recommending adoption of the change and sending it to the member city councils for their consideration. Motion passed on a 3-1 vote.

The abovementioned action by the Coordinating Committee is now being forwarded to you as the administrator/manager for your city. It would be much appreciated if you could have your city council take up this matter as soon as possible since it has a bearing on the upcoming budget process for the next fiscal year. The proposed change needs to be approved by a majority vote of each city council before it would take effect as an amendment to the JPA. Please keep me posted on how this matter is tracking with your city council.



SOUTH LAKE MINNETONKA POLICE DEPARTMENT
Serving Excelsior, Greenwood, Shorewood and Tonka Bay

BRYAN LITSEY
Chief of Police

24150 Smithtown Road
Shorewood, Minnesota 55331

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Fax (952) 474-4477

M E M O R A N D U M

TO: Coordinating Committee Members

FROM: Bryan Litsey, Chief of Police

DATE: April 8, 2014 - Tuesday

RE: Joint Powers Agreement (JPA)
Proposed Change - Approval of the Annual Operating Budget

As a result of the budget process last summer, new Coordinating Committee member and Tonka Bay Mayor Gerry De La Vega expressed concern with the stipulation in the Joint Powers Agreement (JPA) that requires unanimous approval of the Annual Operating Budget each year by all parties to the agreement. Although the default provision in the Fourth Amendment to the JPA softens the ramifications if unanimity cannot be achieved, Mayor De La Vega did not like the fact that one member city alone can force the budget process into default without at least one other member city agreeing. **See Addendum A.** He felt this was contrary to the spirit of the JPA and could be detrimental to the organization. He advocated a simple change to the JPA in which approval of the Annual Operating Budget would essentially only need three member cities (majority) to agree rather than all four member cities (unanimous). This way at least two member cities would have to disagree with the proposed budget before reverting to the default provision.

This topic was added to the agenda for the Coordinating Committee Meeting held on November 13, 2013. Attached is the corresponding excerpt from the summary minutes for that meeting. **See Addendum B.** As a first step, staff was asked to draft suggested language for the JPA that reflects the aforementioned proposal by Mayor De La Vega and could be used as the basis for further discussion on this matter. In reviewing the Fourth Amendment to the JPA, it appears that the following simple changes to the second paragraph on page 5 would accomplish this objective.

“The Approved Annual Operating Budget for each year shall be determined in advance by **unanimous majority** agreement of the Parties. If ~~the Parties do not~~ **unanimously a majority of the Parties do not** agree on the Approved Annual Operating Budget by September 1st of each year, the amount of the previous year’s Approved Annual Operating Budget will be increased by the lesser of the following to arrive at the Approved Annual Operating Budget....”

Attorney Kenneth Potts, who is general legal counsel for the SLMPD, has reviewed these changes and believes it achieves the stated objective of lessening the threshold for approval of the Annual

Memorandum to Coordinating Committee
Proposed JPA Change - Approval of the Annual Operating Budget
Page 2 of 2

Operating Budget from unanimous to a majority of the member cities. A majority under the current makeup of the JPA requires at least three of the four member cities agreeing before it takes effect. Although it could be stated in this manner, the language being proposed would not have to be changed if other cities became part of the JPA at a future date.

This is on the agenda for further discussion and direction at the Special Coordinating Committee Meeting scheduled for Tuesday, April 15, 2014.

APPENDIX A



Joint Powers Agreement Fourth Amendment

**FOURTH AMENDMENT TO
JOINT AND COOPERATIVE AGREEMENT**

RELATING TO THE EMPLOYMENT OF
POLICE CHIEF AND POLICE OFFICERS
SO AS TO PROVIDE FULL-TIME
POLICE PROTECTION FOR THE CITIES OF
EXCELSIOR, GREENWOOD, SHOREWOOD
AND TONKA BAY COMMENCING
JANUARY 1, 1998

THIS FOURTH AMENDMENT is made this ____ day of February, 2006.

WITNESSETH:

WHEREAS, the cities of Excelsior, Greenwood, Shorewood, and Tonka Bay, Minnesota (collectively referred to as the "Parties") have entered into a Joint and Cooperative Agreement Relating to the Employment of Police Chief and Police Officers so as to Provide Full-Time Police Protection for the Cities of Excelsior, Greenwood, Shorewood, and Tonka Bay Commencing January 1, 1998, as amended (the "Agreement"); and

WHEREAS, the Agreement followed previous agreements between the Parties for the provision of Public Safety through the employment of a Police Chief and Police Officers dating to approximately 1973 and facilitated the operation of what is now known as the South Lake Minnetonka Police Department ("SLMPD"); and

WHEREAS, the Parties are in disagreement as to the appropriate apportionment of the costs of operating the SLMPD and have, as a result, been engaged in a dispute over, among other things, contributions to the annual operating budget of the SLMPD that has disrupted the delivery of police service; and

WHEREAS, the Parties have, through their elected representatives, entered into extensive negotiation and mediation efforts to resolve this dispute; and

WHEREAS, these extensive mediation and negotiation efforts have resulted in resolution of the dispute via approval of a Revised Binding Arbitration Proposal dated December 5, 2005 (the "Proposal"), the terms of which call for amendment of the Agreement to add provisions regarding withdrawal and dispute resolution and for modification of existing provisions regarding operating budget approval procedures; and

WHEREAS, the terms of the Proposal further provide that the Parties shall arbitrate the operating budget cost allocation dispute to determine what share of the operating budget each of the Parties shall bear in the future (the "Cost Allocation Arbitration Proceeding"); and

WHEREAS, each Party has, by terms of the withdrawal clause provided under this Fourth Amendment to the Agreement, reserved to itself the right to withdraw from the JPA, and thereby terminate its relationship with the SLMPD and otherwise end any continuing obligation to pay operations costs thereof if the results of the arbitration proceeding are unsatisfactory to it; and

WHEREAS, the authority of the arbitration panel authorized by the Proposal and this Fourth Amendment to the Agreement is limited to determining "an equitable allocation of costs among the four member cities provided that the ultimate cost allocation decided upon by the panel may not be based entirely upon tax capacity (ad valorem) or demand."

NOW, THEREFORE, the Parties amend the Agreement to read as follows::

1. **SECTION I.** Section 8, subdivision 1 of the Agreement is hereby deleted and replaced with the following:

A. Term of Agreement and Withdrawal.

- i) This Agreement shall take effect January 1, 1998 and continue through December 31, 2023.
- ii) WITHDRAWAL -- Any Party may withdraw from this Agreement subject to the provisions below:
 - a. Written notice of withdrawal must be made by filing notice with the Committee by May 1 for withdrawal commencing January 1 twenty months after May 1.
 - (1) Notice after May 1 will require the withdrawing Party to wait an additional year.
 - (2) Notice before May 1 will not advance the commencement of the withdrawal; withdrawal will commence on January 1 twenty months after May 1.
 - b. All capital equipment (that was purchased under the bond) remains the property of the SLMPD.
 - c. All officers and staff remain employees of the SLMPD.
 - d. Any withdrawing Party shall continue paying the same portion of the ongoing payment the SLMPD makes to retire the debt incurred in 2002 to finance construction of the police building as required by the formula in effect at the time of written notice of withdrawal. A withdrawing Party shall have an ownership

interest in the building commensurate with the percentage its debt retirement payments (both before and after withdrawal) are of the total debt retirement payments made by the SLMPD. The ownership interest shall not include a right of use or occupation but shall entitle the Party to its pro rata share of any revenue generated through the lease, sale, or other conveyance of the building. A withdrawing Party's payments on the debt shall end upon retirement of the debt or upon addition of a new Party to this Agreement.

- e. One-Time Exception. Any Party may withdraw from this Agreement by providing written notice to the other Parties of its intent to do so within 60 days after the date of the award resulting from the operating costs allocation arbitration referred to in the Proposal is issued. Such notice shall entitle a withdrawing Party to leave the JPA effective December 31, 2007 without complying with the notice requirements of paragraph A.ii.a. above but subject to the remaining requirements in this paragraph A.ii. Upon the effective date of the withdrawal, a withdrawing Party shall have no further obligation to contribute to the operating budget for the SLMPD.

- B. Ownership of the SLMPD Facility. If this Agreement has expired or has been otherwise terminated by the time ownership of the SLMPD facility constructed in 2003 shall transfer to the Committee pursuant to the agreements executed in association with the financing of the facility, then ownership shall transfer to whatever entity has been designated by the Parties as the successor to the Committee in proportion to the contributions made by each Party to the total expense of planning, financing, and construction of the facility.

- 2. SECTION II. The Agreement is hereby amended to add the following section:

Section 11
Dispute Resolution

When any Party has a dispute regarding the Agreement, that Party may initiate a dispute resolution process by submitting a written statement outlining the dispute to the Committee at one of its regularly scheduled meetings. The members of the Committee will then bring that dispute to their respective Councils at their normally scheduled Council meetings. The Committee will meet to discuss the dispute at its next regularly scheduled meeting after the Councils of all Parties have reviewed the statement of dispute at their regularly scheduled Council meetings; the Committee has a 90-day period to resolve the dispute commencing with this meeting.

If the dispute is not resolved within the 90 day period, the aggrieved Party has the right to demand that the Committee forward the dispute to an appropriate mediation service. The costs of the mediator will be paid for by the aggrieved Party unless decided otherwise by majority consent of the Committee.

If the mediation process does not bring consensus regarding resolution of the disputed issue, the aggrieved Party may submit the issue to binding arbitration 90 days following the commencement of mediation. This date may be extended with unanimous consent of the Committee. The aggrieved Party's right to submit the dispute to arbitration expires 150 days after the commencement of mediation. This expiration deadline can be extended with unanimous consent of the Committee. The Parties shall share the cost of the arbitration process in the same proportion as they are sharing the operating budget at the time the dispute resolution process is initiated. Each Party shall bear the costs of its own representation in the mediation and arbitration processes. The arbitrator or arbitration panel shall be selected by mutual agreement of the Parties and shall have the authority to order that any Party bringing a frivolous or unfounded dispute be required to pay the costs of the arbitration process. The provisions of Minn. Stat. § 549.211 shall be used to determine whether a dispute is frivolous or unfounded. In the event that the Parties cannot agree on an arbitrator or arbitration panel within 30 days of the date on which the aggrieved Party initiates arbitration, the aggrieved Party shall select one arbitrator, the other Parties shall select another and the two selected arbitrators shall select a third.

3. **SECTION III.** Section 7, subdivision 2 of the Agreement is hereby deleted and replaced with the following:

The SLMPD annual operating budget includes revenues from contributions by the Parties -- hereinafter the "Approved Annual Operating Budget" -- and revenues from other sources. Effective January 1, 2002, the annual dollar contribution of each of the Parties toward the SLMPD annual operating budget shall be determined by multiplying the Approved Annual Operating Budget for each year by the following percentage for each of the respective Parties:

Excelsior 29.5%

Greenwood 8.5%

Shorewood 46.0%

Tonka Bay 16.0%

These allocations notwithstanding, Excelsior shall pay a total of \$420,000 for its share of the Approved Annual Operating Budget for 2006.

Effective January 1, 2007, the annual dollar contribution of each of the Parties toward the Approved Annual Operating Budget shall be determined by applying the allocation resulting from the 2006 Cost Allocation Arbitration Proceeding.

The Approved Annual Operating Budget for each year shall be determined in advance by unanimous agreement of the Parties. If the Parties do not unanimously agree on the Approved Annual Operating Budget by September 1st of each year, the amount of the previous year's Approved Annual Operating Budget will be increased by the lesser of the following to arrive at the Approved Annual Operating Budget:

- a.) The increase in the July Minneapolis/St. Paul Consumer Price Index for All Urban Consumers (CPI-U) over the previous 12-month period; or
- b.) The percentage increase in the most restrictive statutory levy limit applicable to the budget year placed on any of the Parties over the levy limit for that Party for the prior year.
- c.) In the event that (a) or (b) decreases, the operating budget shall remain the same.

The above formula applies only to operating expenses not governed by wage or benefit increases required by any union contracts. All Parties must pay wage or benefit increases as required by union contracts; other expenses can have ceilings applied per the above formula. For purposes of determining the 2007 Approved Annual Operating Budget, the "previous year's Approved Annual Operating Budget" referenced above shall be \$1,556,100. Adoption of an Approved Annual Operating Budget pursuant to this subdivision shall entitle each Party to full and complete SLMPD services funded by the SLMPD annual operating budget and preclude delivery of multiple tiers or levels of services to Parties. Parties may contract with the SLMPD for the delivery of supplemental services delivered by separately dedicated personnel outside of the approved budget as mutually agreed by all Parties. Agreement to provide such supplemental services shall not be unreasonably withheld.

Notwithstanding the foregoing, all expenses related to the planning, financing, and construction of a new police station facility for the SLMPD shall be paid annually on an *ad valorem* basis. Facility expenses shall include, but not be limited to, architectural expenses, land acquisition expenses, site preparation expenses, construction expenses, and expenses related to procurement and installation of furniture, equipment and fixtures for the new facility.

Except as herein amended, the above Agreement shall remain in full force and effect.

IN PRESENCE OF:

Cheri Johnson

CITY OF EXCELSIOR

By: METZGER

Date: 3/22/06

IN PRESENCE OF:

Roberta Whipple

CITY OF GREENWOOD

By: Bob Newman

Date: 4/4/06

IN PRESENCE OF:

[Signature]

CITY OF SHOREWOOD

By: [Signature]

Date: 05/01/06

IN PRESENCE OF:

Sonak. Ji

CITY OF TONKA BAY

By: Keyle Kelke

Date: 4/25/06

APPENDIX B



**Summary Minutes Excerpt
November 13, 2013**

SUMMARY MINUTES - COORDINATING COMMITTEE QUARTERLY MEETING

Wednesday – November 13, 2013

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5. COMMUNICATIONS – (Information Only)

Expressions of Appreciation – Correspondence – Media Releases – Donations – Etc.

6. OTHER BUSINESS

A. Possible Joint Powers Agreement Amendment Regarding the Budget

Chair Kind stated Committee Member De La Vega had brought up to her the idea of amending the SLMPD Joint Powers Agreement (JPA) as it relates to the number of cities that have to approve the operating budget.

Committee Member De La Vega explained it came as a surprise during the last budget process that if one of the four member cities did not approve the budget it would go to a default status per the JPA. The default budget would be tied to either the consumer price index or the state levy limit whichever is lower. Although he had some issues with the budget, it became an even bigger problem if the budget was cut artificially via these two mechanisms. This did not seem right or fair to him in terms of the process between the member cities and the way they should be working together.

He proposed the JPA be amended so that two or more member cities would have to disagree with the budget in order for it to revert to the default mode. This way no one city would be able to force that default. He stated if one member city was disgruntled it could really cause some damage to the SLMPD organization by forcing those limits to be implemented. From his perspective, if two cities disagreed then it would indicate there was a problem with the budget that needs to be addressed. Changing the JPA language to require two or more cities instead of just one to force a default would result in a more consistent process; one that is fairer for the other cities; and one that will not put the organization into jeopardy. This is his proposal in concept but obviously more discussion needs to take place. He suggested putting this topic on an upcoming agenda to talk about specific language to possibly amend this section of the JPA.

Chair Kind said it makes sense to her and that is why she amended the agenda to talk about this concept. She stated the idea that one member city can essentially hijack the budget philosophically feels wrong.

Committee Member Zerby thought it was prudent to avoid the “tyranny of the minority” as it is called, but perhaps consideration should be given to a weighted voting system so that a minority viewpoint among JPA cities could not force a position that impacts the larger cities. He felt a weighted system based on population, percentage contribution to the budget and/or other factors provided a better balance and would accomplish the same thing.

Committee Member De La Vega noted that with Shorewood funding approximately 50 percent of the budget it would take all three of the other member cities to override Shorewood. He asked Committee Member Zerby if he was suggesting this for all voting or just the budget. Committee Member Zerby stated just the budget. He said this way the two smallest cities with approximately 3,000 residents would not be able to exert control over the majority cities with approximately 10,000 residents.

Chair Kind commented two out of three would be better than the way it is now with just one. She stated right now “little old Greenwood” can hijack the whole thing. Committee Member Zerby agreed that two out of three would be a pretty good balance depending on how it is split.

SUMMARY MINUTES - COORDINATING COMMITTEE QUARTERLY MEETING

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Committee Member Gaylord stated he likes the idea of having more than one. He thought Committee Member Zerby had brought up some good points with the weighted approach, but that it might be difficult to get done. He did not think Excelsior was getting the best deal anyway and would have to be cautious on how this gets weighted.

Committee Member De La Vega expressed concern that a weighted system could be quite complicated. He thought the first step should be to fix the current problem in a way that can be agreed upon quickly. Once more data becomes available then consideration can be given to other factors that impact policing costs.

Committee Member Gaylord liked this approach. He stated Excelsior has the reputation of being where all the crime happens but much of it can be attributed to visitors from other communities. It is not just Excelsior residents. He indicated at some point it would be nice to have data on whom the offenders are and where they live since it all factors into this discussion.

Committee Member Zerby noted if we were all one city it would be done through popular vote. He felt it was contrary to the spirit of the JPA if a small percentage of the population can change everything.

Committee Member Gaylord felt conceptually it was the right approach. He said what's key is in the details of how it would be setup.

Committee Member De La Vega said the next budget process will be here before we know it and doing what Committee Member Zerby is suggesting would be difficult within that time frame. Committee Member Gaylord inquired as to why. Committee Member De La Vega indicated there was not enough time to gather and properly analyze the needed data. He said until this can be done it would be difficult to get to the model Committee Member Zerby is suggesting depending on the criteria used.

Committee Member Zerby said he was suggesting using population as the sole criteria.

Chief Litsey noted that the current JPA funding formula is based on three factors: population, tax capacity and initial complaint reports (ICRs).

Chair Kind stated that although these factors are taken into account, it is not a pure formula and works from an artificial baseline. It is not a true one third split between population, incidents and tax capacity. She suggested looking at a true one third for each of them and seeing how it comes out. Chair Kind said she has this information regarding the current JPA formula and will forward it to Chief Litsey to send out to Coordinating Committee members.

Committee Member Zerby recalled that at one time the SLMPD billed the cities based on timesheets. The time officers spent doing this extra work took them away from other real needs. This historical data was used in establishing the baseline before taking into account the other three factors that are subject to fluctuation as the demographics among the cities changes.

Chief Litsey explained that at one time the funding formula was based on demand averaged over a five-year period. Since there was no way to track this precisely, officers ended up estimating at the end of each shift how much time they spent in each city. This was not a good system and so a funding formula study was done to look for a better way. He said included in the study was a history of all the funding

SUMMARY MINUTES - COORDINATING COMMITTEE QUARTERLY MEETING

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formulas used back to the beginning and they all came out about the same. He offered to make this study available to the Committee members noting it is pretty dated at this point.

Committee Member De La Vega stated he favors paying for things on a use bases. Ad valorem is not this type of model and perhaps population is a good proxy for that. He said the reports that have been provided give a deeper understanding of the issues and where they are occurring. What seems to be missing is who the people are causing the problems. He cited Excelsior as a good example with the influx of people drawn to the city from other areas.

Chair Kind indicated that is why the one-third, one-third, one-third approach seems to be a good way to go. It does not ding any one city for any one of the parameters. There are high tax capacity cities (Greenwood and Tonka Bay), a high incident city (Excelsior) and a high population city (Shorewood). Averaging the three together flattens things out. [Note: The current JPA formula is not a true one-third, one-third, one-third approach.]

Committee Member Gaylord asked what the rationale is in the JPA that allows one city to stop the budget from being approved.

Chief Litsey noted it has always been a requirement that all four cities must agree on the annual budget to support operations. He explained that when Excelsior had issues with the funding formula a few years back and the cities went through the arbitration process, the current default provision in the JPA was seen as a better alternative to the way it used to be which kept the budget at the previous year's funding level. This was problematic for obvious reasons and the other three cities actually contributed additional funding during those years until the disagreement with Excelsior was settled through arbitration. He stated from an administrative prospective the current default provision is better than what was previously in place and requiring only three of the four cities to approve the annual budget would be even better as the next step in this progression. He stated based on past experience trying to get too detailed when it comes to funding formulas tends to bog things down. A formula needs to be perceived as fair but not too complicated.

Chair Kind thought it would be a good idea to continue this discussion at the next Coordinating Committee meeting. She asked if it would be premature to seek input from legal counsel on suggested language for the JPA. Committee Member Gaylord suggested agreeing on the concept first before proceeding to the next step.

Committee Member De La Vega stated he sees this as basically two separate things. (1) There is the budget approval process, which at this point requires all four cities to agree or it goes to the default provision. (2) The formula for how votes are allocated between the cities. He saw this as a two-step process. The first step would be to fix the way the budget is voted on each year so that no one city can derail the process. He preferred instead that it take at least two cities to disapprove of the budget in order to stop the process. The second step would be to look at other more sophisticated models that would allocate or weight the vote of each city differently. Committee Member De La Vega said he did not want to go through another budget process where there is the potential for one dissatisfied city to derail the entire process.

SUMMARY MINUTES - COORDINATING COMMITTEE QUARTERLY MEETING

Wednesday – November 13, 2013

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Committee Member Gaylord said if this had been in place for last year's budget then Committee Member De La Vega's concern about derailing the budget process through his dissenting vote would not have been an issue. Committee Member De La Vega acknowledged that was correct.

Committee Member De La Vega commented that if he has issues or concerns about the budget he wants to be able to express his opposition without derailing the process. He should be able to scrub the budget and get the numbers as tight as he can without throwing it into a default scenario that could do harm to the organization. Committee Member De La Vega said that is not how he wants to do business in terms of crafting the budget.

Committee Member Zerby said to him that is the tyranny of the minority. He stated a minority voice should not be able to throw a wrench into the budget process. He clarified that the minority he is talking about is the residents.

Committee Member De La Vega pointed out that because ad valorem is factored into the funding formula Tonka Bay's smaller population base is proportionately contributing more. Therefore, that should be taken into consideration in determining how much its vote should count. He noted there are other things in addition to population that should be factored into a weighted voting model.

Chair Kind stated her concern is that whether the vote is weighted by population, ad valorem or ICRs her vote would not matter because she could always be overridden.

Committee Member Gaylord asked if the JPA was up for renewal in a couple years. It was clarified that the JPA was not up for renewal, but the funding formula was due for an adjustment at the end of 2016. Committee Member Gaylord supported the two-step process. He favored making the change in the budget approval process, but waiting on other changes until the funding formula was subject to adjustment in a couple years.

Committee Member De La Vega felt this was a good way to proceed. He said taking this first step now would eliminate the potential next go-around for one city to derail the budget process. Instead, it would take two or more through a simple change in the JPA. He said after that there could be a much deeper discussion as more data and information becomes available.

Committee Member Kind supported this concept.

Staff was directed to draft a JPA amendment that would achieve this change. Chief Litsey noted all four city attorneys are familiar with the JPA and were involved in the arbitration process several years ago.

Chair Kind asked when the Coordinating Committee meets next. Chief Litsey stated the meeting schedule for 2014 has yet to be determined, but the first meeting of the year is generally held toward the later part of January or first part of February.

7. PERSONNEL MATTERS

A. Labor Union Negotiations

Closed Session (Pursuant to MN Statute 13D.03)
(Audio Recording of Closed Session Required)



Agenda Number: 71

Agenda Date: 05-07-14

Prepared by Deb Kind

Agenda Item: July 4th Celebration Contribution

Summary: The Excelsior / Lake Minnetonka Chamber of Commerce once again is coordinating the July 4th Celebration. This community event draws people from the entire South Lake Minnetonka area. As in past years, the city received a request from the Chamber for a contribution to support the July 4th Celebration (see attached). The council budgeted \$1400 for this contribution in 2014.

NEW THIS YEAR ... The South Lake Minnetonka Police Department Coordinating Committee decided that the July 4th Celebration is a unique community event that should not have to pay for extra policing out of donations to the Chamber of Commerce. Therefore, beginning in 2014, the SLMPD is going to send invoices directly to the 4 SLMPD cities for the additional policing required for this event. The July 4th invoices will be divided based on the operating formula. The amount of the 2014 invoice is unknown at this time. Based on the 2013 invoice (attached), it appears that Greenwood's portion would be approximately \$500.

Note: All other special events still will be required to pay for extra policing.

Council Action: This expenditure must be authorized by the council. Possible motions ...

1. I move the council directs the city treasurer to disburse a check in the amount of \$900 to the Excelsior / Lake Minnetonka Chamber of Commerce for the 2014 July 4th Celebration Fund and include a note saying that the city also will be supporting the event by paying a portion of the cost for extra policing directly to the South Lake Minnetonka Police Department.
2. Other motion ???

From: Laura Hotvet [mailto:director@excelsior-lakeminnetonkachamber.com] **Sent:** Wednesday, April 16, 2014 2:16 PM **To:** Laura Hotvet **Subject:** Lake Minnetonka 4th of July Fireworks

Hi All -

Believe it or not, as this April snow flies, we are planning for our beloved annual Lake Minnetonka 4th of July. You have all been valuable participants in the past, via sponsorships, both financially and in-kind! We are hopeful you will continue to be a valuable part of our celebration with your support.

I am pulling together all the information for our website, facebook, advertising, banners, etc. and want to be sure you are included! Please let me know your intentions by Friday, April 25, if you can.

Thanks and enjoy this LAST snow of the year!

I've included the sponsorship information on this email, feel free to share with others you know who may be interested.

--

Laura Hotvet, Executive Director
Excelsior-Lake Minnetonka Chamber of Commerce
www.excelsior-lakeminnetonkachamber.com
952-474-6461



2014 Lake Minnetonka 4th of July Sponsorship Agreement

YES! We agree to become partners with the Excelsior – Lake Minnetonka Chamber by sponsoring the annual Lake Minnetonka 4th of July.

- _____ Principle - \$10,000
- _____ Platinum - \$5,000
- _____ Diamond - \$3,000
- _____ Gold - \$1,000
- _____ Silver - \$500
- _____ Copper – less than \$500

Company Name (as you would like it to appear on the Signage)

If applicable, please send your logo in high res format of 300 dpi, Vector or above to director@excelsior-lakeminnetonkachamber.com

Make checks payable to: **Excelsior – Lake Minnetonka Chamber**

Mail to (payment must be received by May 29, 2013):
37 Water St.
Excelsior MN 55331

Your payment will not be processed before June 1, 2014.

You may also pay by VISA, Mastercard, Discover by calling the Chamber: 952.474.6461

Or complete your CC# information:

Type of card, check one: Visa Master Card AmEx

Name on card

Billing address

CVS #

Card #

Amount to be charged

	Principle	Platinum	Diamond	Gold	Silver	Copper
Benefits	\$10,000	\$5,000	\$3,000	\$1,000	\$500	Less than \$500
Inclusion in 4th of July Publicity Efforts Radio and print ads, press releases and more	Company name included as Premier level sponsor	Company name included as Presenting Sponsor	Company name included as Event Sponsor	Company name included as a Sponsor	Company name included as a Sponsor	Thank you sent following event
Signage Billboards, directional signs and banner	Large logo and company name headlining street banner(s), logo on pedicabs	Large logo under "Sponsored By:", medium logo on pedicabs	Medium logo under "Sponsored By", business name on pedicabs	Small logo under "Sponsored By" and small business name on pedicabs	Name listed	
Live Radio Streaming	Lead promotion during streaming radio programming throughout the airshow and fireworks	Frequent promotion during streaming radio programming throughout the airshow and fireworks	Periodic promotion during streaming radio programming throughout the airshow and fireworks	Mention of business periodically during radio programming throughout the airshow and fireworks		
Access to our Attendees Over 5,000	Premier site in 20' x 20' tent in Commons	Premier site located in Sponsor's Row	Choice site location on Sponsor's Row	Strong site location on Sponsor's Row		
Social Media Posts from April, 2014 through July 2014	8 exclusive posts with your link to FB, Twitter page/website	6 exclusive posts with your link to FB, Twitter page/Website	4 exclusive posts with your link to FB, Twitter page/Website	2 exclusive posts with your link to FB page/Website	1 post thanking your business	Thank you following event
Chamber Website Sponsor page, mobile friendly site	Large logo, link and tagline on top of page	Large logo, link and tagline on page	Medium logo, link and tagline	Small logo, link and tagline	Name listed	Thank you following event
Firecracker Run	8 entries to Firecracker 10K and/or Family Fun Run and logo in prime location on back of T-shirt	6 entries to Firecracker 10K and/or Family Fun Run and logo on back of T-shirt	4 entries to Firecracker 10K and/or Family Fun Run and business name on back of T-shirt	2 entries to Firecracker 10K and/or Family Fun Run		

South Lake Minnetonka Police Department

INVOICE

24150 Smithtown Road
Shorewood, MN 55331
Phone 952-474-3261
Fax 952-474-4477

DATE: July 31, 2013

Bill To:
South Lake-Excelsior Chamber of Commerce
202 Water Street, Suite 209
P.O. Box 32
Excelsior, MN 55331

For:
4th of July

DESCRIPTION	AMOUNT
Morning Activities - Races	
Licensed Police Officers 20.5 hours @ \$69 per hour	\$1,414.50
Community Service Officer 8 hours @ \$29 per hour	\$ 232.00
Total Morning Activities - Races	\$1,646.50
Morning Activities – Kids Parade	
Licensed Police Officer 1.5 hours @ \$69 per hour	\$ 103.50
Evening Activities	
Licensed Police Officers 50 hours @ \$69 per hour	\$3,450.00
Community Service Officers 2 hours @ \$29 per hour	\$ 58.00
Park Service Officers 11 hours @ \$24 per hour	\$ 264.00
Total Evening Activities	\$3,772.00
Reserve Officers – Voluntary Contribution	\$ 100.00
<i>Chief Litsey Donated 13.5 Hours</i>	
<i>Deputy Chief Pierson Donated 10 Hours</i>	
GRAND TOTAL	\$5,622.00

Make all checks payable to the **South Lake Minnetonka Police Department**.

THANK YOU!



Agenda Number: **9A-E**

Agenda Item: Council Reports

Summary: This is an opportunity for each council member to present updates and get input regarding various council assignments and projects. Related documents may be attached to this cover sheet.

Council Action: None required.



PUMP MAINTENANCE SERVICE AGREEMENT

Date: 4/10/14

To: City of Greenwood

Contact: Jeff Kask

Phone:

Fax:

Email: j.kask@yahoo.com

Cell:

Location: (5) duplex stations for the City of Greenwood

Equipment Included: (10) submersible pumps and (5) control panels

Electric Pump is pleased to offer a pump service agreement. The agreement shall include for one (1) year:

- 1 Inspections: Including the checkpoints, listed trip charges and labor to inspect unit(s).**

PUMP INSPECTION LIST

- 1. Check electrical condition of insulation on power cable and on power cable and on all phases of motor windings (resistance check).**
- 2. Check for any loose or faulty electrical connections within the pump control panel.**
- 3. Check voltage supply between all phases on the line side of the electrical control panel; pump off.**
- 4. Check amperage draws on all phases of the pump motor.**
- 5. Check voltage between all phases on the load side of the pump control (line side for sing phase), pump off.**
- 6. Check condition and operation of motor thermal protectors (if so equipped).**
- 7. Removal of pump from lift station for physical inspection.**
- 8. Check condition of upper shaft seals (inspect condition of oil).**
- 9. Check condition and operation of leakage detector (if so equipped).**
- 10. Check lower shaft seals (inspect condition of oil).**
- 11. Change oil (if required)**
- 12. Check for worn or loose impeller.**
- 13. Check all impeller wear rings.**
- 14. Check for noisy upper and lower bearings.**
- 15. Check physically for damaged or cut pump cable.**
- 16. Clean, reset and check operation of the level sensors.**
- 17. Check for correct shaft rotation.**
- 18. Reinstall pump and check for leakage at the discharge connection.**
- 19. Test of operating cycle.**

This agreement price includes all trip charges, overnight stays and service time for inspections only. A written report of our findings will be supplied to the owner. Prior to all inspections, the owner will be notified of our impending visit. This agreement price does not include any parts, extra labor or return trips that would be required as a result of the inspection or service time.

ANNUAL SERVICE RATE \$ 1000.00

X _____
TERMS

Payment terms are NET THIRTY (30) DAYS.

Any additional repairs and/or parts replacement will be performed only when it is requested by the customer.

Electric Pump assumes no liability for loss of use, any direct, indirect or consequential damage of any kind in respect to the use or operation of pumps or any equipment or accessories used in connection therewith.

The owner's responsibilities will be:

- 1) Dispose of waste.**
- 2) Have a representative available to allow entry to pumps.**

All parts and labor are subject to the manufacturer's published warranty.

This agreement shall be effective from its signed date and shall continue in effect until termination by mutual agreement or by either party upon thirty (30) days prior written notice.

**Service Coordinator
Electric Pump**

Adam Thoreson

ACCEPTED THIS DATE: _____

COMPANY/CITY: _____

BY: _____

TITLE: _____



Agenda Number: **FYI**

Agenda Item: FYI Items in Council Packet

Summary: The attached items are included in the council packet for your information (FYI) only. FYI items typically include planning commission minutes, ViBES (Violations Bureau Electronic System) report of traffic citations processed by Hennepin County District Court, monthly report of activity on the Greenwood website, and other items of interest to the council.

Council Action: No council action is needed for FYI items.



LAKE MINNETONKA CONSERVATION DISTRICT

5341 MAYWOOD ROAD, SUITE 200 • MOUND, MINNESOTA 55364 • TELEPHONE 952/745-0789 • FAX 952/745-9085

Gregory S. Nybeck, EXECUTIVE DIRECTOR

April 10, 2014

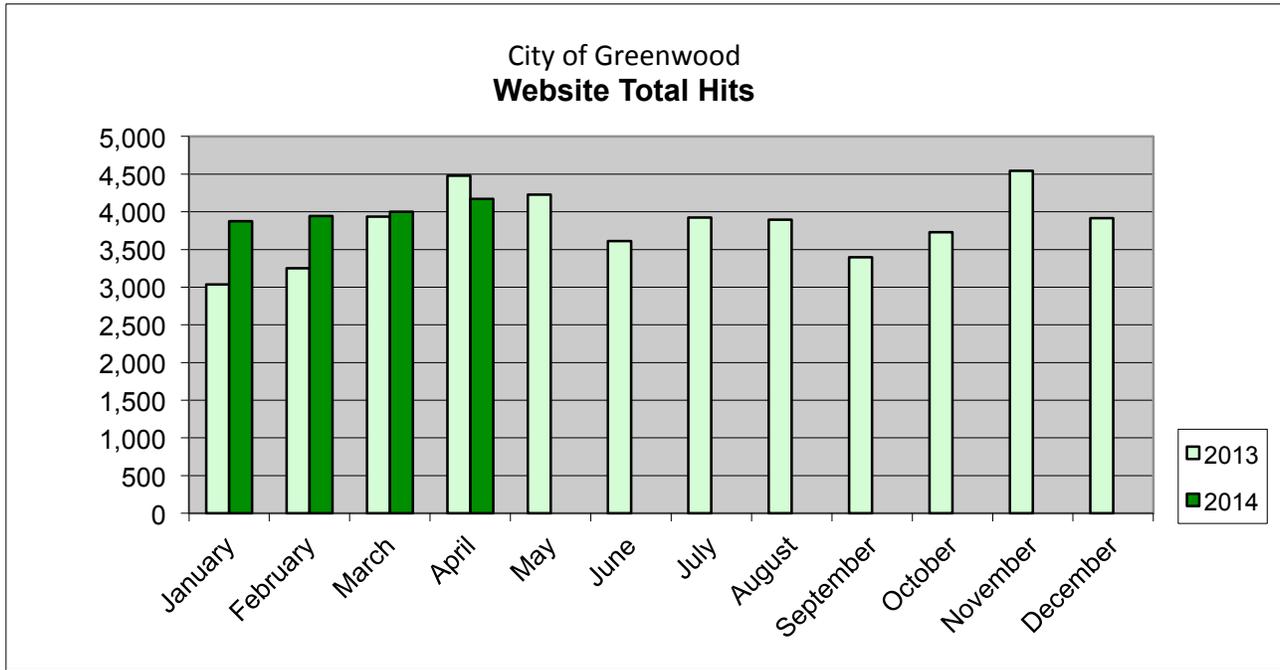
**LAKE MINNETONKA CONSERVATION DISTRICT
BOARD OF DIRECTORS
PUBLIC MEETING NOTICE
WEDNESDAY, APRIL 23, 2014 (7:00 P.M.)
WAYZATA CITY HALL**

The Lake Minnetonka Conservation District (LMCD) will hold a public meeting to discuss changes to the LMCD Code of Ordinances regulating commercial marinas. The meeting will be held at Wayzata City Hall, 600 Rice Street, Wayzata, MN 55391.

Changes under consideration include the following:

1. Allowing commercial marinas to extend their docks to 200 feet from the shoreline.
2. Establishing a commercial density standard for the number of watercraft allowed at these facilities.
3. Establishing greater authority for the LMCD's Executive Director to approve minor changes.

All interested parties that attend this meeting will be given an opportunity to be heard. For stakeholders unable to attend the meeting, your comments and questions can be directed to LMCD Executive Director Greg Nybeck at gnybeck@lmcd.org or (952) 745-0789.



<u>Month</u>	<u>2013</u>	<u>2014</u>	<u>Variance with Prior Month</u>	<u>Variance with Prior Year</u>	<u>Bulk Email List</u>
January	3,038	3,876	-39	838	143
February	3,252	3,943	67	691	147
March	3,936	4,000	57	64	147
April	4,478	4,170	170	-308	151
May	4,229	4,170	-4,170	-4,229	
June	3,613	4,170	0	-3,613	
July	3,924	4,170	0	-3,924	
August	3,894	4,170	0	-3,894	
September	3,395	4,170	0	-3,395	
October	3,731	4,170	0	-3,731	
November	4,543	4,170	0	-4,543	
December	3,915	4,170	0	-3,915	
AVERAGE	3,829	3,997			

March number is an estimate

POPULATION: 688
EMAIL ADDRESSES % OF POPULATION: 21.95%

Site Statistics

Use this reporting tool to see your site statistics for your public site for this month or the previous month. Statistics for the Administration (or "admin") side of your site are not included in this report. Additionally, visits you make to your own site while administering it are not included in these statistics. All data collected before the previous month has been purged from our system and is not available for use; therefore, we recommend printing this report each month for your records.

The first report - Page Views by Section - shows total page views for each section. The second report - Unique Visitors by Section - shows the total page views for each section without the return visitors (showing only views from unique IP addresses). For example, if you browse to a page today, and then browse to that same page tomorrow, your viewing of that page would only be counted once in the unique (second) report.

Each report lists sections in page view order (highest number of page views first) and only lists sections that have had traffic within the reporting period. It does not list those sections without traffic.

Begin Date

End Date

Report Name

Page Views by Section

Section	Page Views	Percent of Total
Default Home Page	1479	35.47%
Welcome to Greenwood	320	7.67%
Agendas, Etc.	314	7.53%
Assessments & Taxes	230	5.52%
Planning Commission	137	3.29%
City Departments	136	3.26%
Code Book	133	3.19%
Mayor & City Council	94	2.25%
Garbage & Recycling	90	2.16%
Forms & Permits	84	2.01%
RFPs & Bids	67	1.61%
Photo Gallery	65	1.56%
Budget & Finances	63	1.51%
Watercraft Spaces	62	1.49%
Spring Clean-Up Day	61	1.46%
Search Results	59	1.41%
Swiffers NOT Flushable	56	1.34%
Lake Minnetonka	55	1.32%
Comp Plan & Maps	55	1.32%
What's New?	54	1.29%
Well Water	46	1.1%
Links	42	1.01%
Crime Update	38	0.91%
Parks & Trails	37	0.89%

Quick Tips

The reports offered in your Site Statistics tool only track activity on the public side of your site.

In each report, a section named "Default" and a section named "Home" may appear.

A page view gets attributed to "Default" when a visitor to your site types your URL into his or her Web browser. In most cases, the "Default" section is your Home Page.

A page view gets attributed to "Home" each time a visitor clicks the "Home" button on your Web site.

In the Page View (Default) report, only sections with Web traffic are reported and they are listed in page view order.

In the Page View by Section report, sections are listed in the order they appear in the navigation menu and are reported regardless of their traffic level.

In the Referrers report, it is important to remember that your own site acts like a referrer. So, don't be surprised if you see your own Web address(es) listed -- this tracks the number of times people went from one part of your site to another.

Email List	35	0.84%
Meetings	34	0.82%
Old Log Events	32	0.77%
Public Safety	31	0.74%
Elections	28	0.67%
Animal Services	28	0.67%
Stormwater	28	0.67%
Community Surveys	27	0.65%
Met Council Project	27	0.65%
Southshore Center	25	0.6%
Milfoil Project	23	0.55%
Sewer Pipe Help	22	0.53%
Meetings on TV	20	0.48%
Xcel Project	15	0.36%
Events	12	0.29%
Planning & Zoning Workshop	2	0.05%
Unsubscribe	2	0.05%
---	2	0.05%
TOTAL	4170	100%

Unique IPs by Section

Section	Unique IPs	Percent of Total IPs
Default Home Page	589	30.1%
Agendas, Etc.	133	6.8%
City Departments	96	4.91%
Planning Commission	63	3.22%
Welcome to Greenwood	59	3.01%
Mayor & City Council	59	3.01%
Code Book	58	2.96%
Assessments & Taxes	56	2.86%
Garbage & Recycling	54	2.76%
Forms & Permits	48	2.45%
Spring Clean-Up Day	45	2.3%
Photo Gallery	40	2.04%
Lake Minnetonka	40	2.04%
What's New?	40	2.04%
Well Water	35	1.79%
Comp Plan & Maps	33	1.69%
Links	32	1.64%
Budget & Finances	31	1.58%
Watercraft Spaces	31	1.58%
Swiffers NOT Flushable	30	1.53%
Crime Update	30	1.53%
Parks & Trails	26	1.33%
Old Log Events	26	1.33%
Public Safety	26	1.33%
Meetings	25	1.28%
RFPs & Bids	25	1.28%
Email List	22	1.12%
Animal Services	22	1.12%
Stormwater	21	1.07%
Search Results	21	1.07%
Elections	20	1.02%
Community Surveys	19	0.97%
Met Council Project	18	0.92%
Milfoil Project	16	0.82%
Sewer Pipe Help	15	0.77%
Southshore Center	14	0.72%
Meetings on TV	12	0.61%
Events	11	0.56%

EVENTS	Count	Percentage
Xcel Project	11	0.56%
Planning & Zoning Workshop	2	0.1%
---	2	0.1%
Unsubscribe	1	0.05%
TOTAL	1957	100%

Generate Download File (.csv) for the current report:

Done

1. CALL TO ORDER/ROLL CALL

Chairman Lucking called the meeting to order at 7:06 p.m.

Members Present: Chairman Pat Lucking and Commissioners Kristi Conrad, David Paeper (7:08) and Douglas Reeder

Absent: None

Others Present: Council Liaison Bill Cook, City Attorney Mark Kelly and Zoning Administrator Gus Karpas.

2. MINUTES – March 19, 2014

Commissioner Conrad moved to approve the minutes of March 19, 2014 as presented. Commissioner Reeder seconded the motion. Motion carried 3-0.

3. PUBLIC HEARINGS

Conditional Use Request, Excelsior Entertainment, LLC 5185 Meadville Street – Request for the issuance of a conditional use permit for Excelsior Entertainment, LLC, dba as The Old Log Theater, 5185 Meadville Street, in connection with the construction of two cement patio slabs for refrigeration units.

Section 1123.30(a) requires the acquisition of a conditional use permit for any addition of impervious surface to the property.

Summary: As part of an interior remodeling project, the applicant will be altering the kitchen area requiring additional freezer space. The applicant will be building two exterior concrete pads to support free standing refrigeration units.

The request for the construction of the concrete pads and the placement of the refrigeration units do not require city approval, but the alteration itself triggers the need for the issuance of a conditional use permit for the property.

Chairman Lucking summarized the request and opened the public hearing.

Marilyn Thacker, 21915 Fairview Street, clarified the location of the proposed refrigeration units to verify there would be no impact on the adjacent residential properties.

Hearing no further public comment, the hearing was closed.

Commissioner Paeper questioned the classification of the refrigeration units as portable. He wondered why they weren't considered accessory structures under the city ordinance. Greg Frankenfield said the units are assembled on site and placed on the concrete pads and can be moved if necessary. Paeper asked if the units were attached to the building. Mr. Frankenfield said they were attached by a gasket. Paeper asked about noise and whether tests had been performed to ascertain the noise level at the property line. Mr. Frankenfield said that no tests were done.

GREENWOOD PLANNING COMMISSION
WEDNESDAY, APRIL 16, 2014
7:00 P.M.

Commissioner Paeper asked why there was no required setback for the refrigeration units. City Attorney Kelly said it was determined by the Zoning Coordinator that since the units were portable, they didn't meet the definition of accessory structure. Kelly said the units could be viewed as portable personal property placed on a slab much like an air conditioner or generator. Paeper said the difference is that this is a room that you can walk into.

City Attorney Kelly read and discussed the definition of accessory structure and said the refrigeration units are really in a "gray" area.

Commissioner Paeper asked if the refrigeration units were included on a depreciation schedule. Mr. Frankenfield said they were.

Zoning Coordinator Karpas said if the units were considered an accessory structure, they would have to comply with a ten foot side yard setback. Commissioner Paeper said the units could be shifted to comply with that setback.

Commissioner Reeder said he doesn't have an issue with the placement of the units, but believes they are accessory structures that need a variance.

Commissioner Conrad views the units as personal property since it only serves the kitchen and doesn't believe a variance is warranted.

Chairman Lucking said he also leans towards the units being personal property since there is no footing required for their placement.

Commissioner Paeper said he wouldn't be opposed to passing it on to the Council provided the applicant shift the refrigeration units to comply with the required accessory structure setback or provide additional information to the Council as to why they should not be considered accessory structures under the code definition and that the noise impact of the units be measured at the property lines.

City Attorney Kelly said this was the time the Commission could address any additional conditions they would like to impose on the use of the property. Kelly said this may not be necessary at this time since the recently adopted R1-C ordinance included an inventory of the existing on the property and the proposed change in use is not an expansion of the actual activity on the property.

The Commission agreed that additional conditions were not warranted at this time, that conditions could be added once the use itself was expanded.

Motion by Commissioner Paeper to recommend the city council conditionally approve the application of Excelsior Entertainment, LLC for a conditional use permit to allow the of two cement patio slabs for portable refrigeration units.

The motion is based on the following findings: (a) the applicant must either shift the refrigeration units to comply with the required accessory structure setback or provide additional information to the Council as to why they should not be considered accessory structures under the code definition; and (b) the applicant shall provide noise meter readings as the property line to gauge the noise impact of the proposed units.

Commissioner Conrad seconded the motion. Motion carried 4-0.

ORDINANCE NO. 229 - An Ordinance of the City Of Greenwood, Minnesota
Amending Greenwood Ordinance Code Section 1176 Shoreland Management District
Relating To Impervious Surfaces in Residential Districts

Summary: A recent variance request to exceed the permitted impervious surface area prompted the Planning Commission to review some of the provisions contained in Section 1176.07.05, for granting variances for such requests. At their February meeting they discussed draft ordinance language that addressed the requirement placing the burden of proof on current homeowners showing that impervious surface coverage in excess of 30% on their property existed prior to the adoption of the current Shoreland Management Ordinance, the use of the term "Illegal" and the inclusion of driveways necessary for access to the property as a penalty against a property, being deemed a landscape feature not eligible for consideration when exchanging impervious surface when an existing structure is being expanded or a new one is constructed.

Chairman Lucking summarized the proposed ordinance and opened the public hearing. Hearing no comment, the hearing was closed.

The Commission agreed with the proposed language.

Motion by Commissioner Reeder to recommend the Council approve Ordinance 229; An Ordinance of the City Of Greenwood, Minnesota
Amending Greenwood Ordinance Code Section 1176 Shoreland Management District
Relating To Impervious Surfaces in Residential Districts, as written. Paeper seconded the motion. Motion carried 4-0.

4. NEW BUSINESS

ORDINANCE NO. 232 - An Ordinance of the City of Greenwood, Minnesota
Amending Greenwood Ordinance Code Section 1140.40 Regarding Signs In Residential
Areas

Summary: The Old Log Theater has indicated they will have to update their signage in the future. The current sign ordinance prohibits the alteration of on-premises signs located within residential districts identifying or advertising an establishment, person, activity, goods, products or series located on the premises where the sign is installed.

The proposed amendment would make an exception for business operating under an approved conditional use permit. This exception would apply only to the Old Log Theatre.

Zoning Coordinator Karpas noted the proposed ordinance language highlighted in red.

The Commission clarified there would still be a process required for the placement of a new sign. City Attorney Kelly said there would, and the process would be more intensive than the typical sign application since along with the existing sign ordinance provisions, the applicant would have to amend their conditional use permit.

GREENWOOD PLANNING COMMISSION
WEDNESDAY, APRIL 16, 2014
7:00 P.M.

Motion by Commissioner Conrad to recommend the Council approve Ordinance 231; An Ordinance of the City of Greenwood, Minnesota Amending Greenwood Ordinance Code Section 1140.40 Regarding Signs In Residential Areas, as written. Paeper seconded the motion. Motion carried 4-0.

5. OLD BUSINESS

DISCUSS – Park District and potential Shuman Woods Park Improvements

Zoning Coordinator Karpas said there was no information to present to the Commission at this time and he would continue to work with Commissioner Conrad and Councilmember Cook on this item.

The Commission discussed the status of Shuman Woods given the fact the development restriction was expiring on the property.

6. LIAISON REPORT

Council Liaison Cook said the Council held the pre-board of appeals with the County Assessors prior the last Council meeting. He said it was a very interesting discussion and a number of questions were raised by the Council. He said the Council also discussed ordinances related to suspending the Planning Commission in the absence of a quorum and establishing the Council Liaison as a voting member of the Commission.

7. ADJOURN

Motion by Commissioner Conrad to adjourn the meeting. Chairman Paeper seconded the motion. The meeting was adjourned at 8:06 pm.

Respectively Submitted,
Gus Karpas - Zoning Administrator