



AGENDA

Greenwood City Council Meeting

Wednesday, October 1, 2014

20225 Cottagewood Road, Deephaven, MN 55331

The public is invited to speak to items on the regular agenda. The public may speak regarding other items during Matters from the Floor.

- 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: 09-03-14 City Council Meeting Worksession Minutes
 - B. Approve: 09-03-14 City Council Meeting Minutes
 - C. Approve: August Cash Summary Report
 - D. Approve: September Verifieds, Check Register, Electronic Fund Transfers
 - E. Approve: October Payroll Register
- 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. Guest: Hennepin County Commissioner Jan Callison, Annual County Update
 - B. Guest: Prosecutor Greg Keller, Annual Prosecution Update
 - C. Announcement: Excelsior - Lake Minnetonka Chamber of Commerce State of the Cities Lunch, Thurs 10/16 11:30am Southshore Center
- 7:30pm 5. PUBLIC HEARINGS
- A. Delinquent Sewer, Stormwater, and Recycling Charges
- 7:35pm 6. UNFINISHED BUSINESS
- A. 2nd Reading: Ordinance 240 Updating Chapter 5 Fee Schedule
 - B. Discuss: Draft of St. Alban's Bay Lake Improvement District Cooperative Agreement
- 7:45pm 7. NEW BUSINESS
- A. Consider: Resolution 27-14, Delinquent Sewer, Stormwater, and Recycling Charges
 - B. Consider: Potential Update of Lease with Hennepin County Regional Railroad Authority
- 8:00pm 8. OTHER BUSINESS
- A. None
- 8:00pm 9. COUNCIL REPORTS
- A. Cook: Planning Commission, Greenwood Circle Xcel Projects
 - B. Fletcher: Lake Minnetonka Communications Commission, Fire
 - C. Kind: Police, Administration, Mayors' Meetings, Website
 - D. Quam: Roads & Sewer, Minnetonka Community Education, St. Alban's Bay Bridge
 - E. Roy: Lake Minnetonka Conservation District
- 8:20pm 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.

**Greenwood City Council
Worksession Minutes**

6:00 pm, Tuesday, September 3, 2014
Deephaven City Hall ~ 20225 Cottagewood Avenue ~ Deephaven, MN 55331

1. Call to Order/Roll Call/Approval Agenda

Mayor Kind called the meeting to order at 6:03 pm.

Council members present: Cook (6:04), Fletcher, Quam and Roy (6:17)
Others present: City Clerk Karpas

Cook moved to approve the agenda. Second by Fletcher. Motion carried 3-0.

2. Discuss 2015 Budget

Mayor Kind explained that the Council would be adopting its preliminary levy tonight based on the budget under discussion. She said once the preliminary levy is set, it cannot go up, though it can be reduced when the final levy is approved at the December council meeting.

The Council discussed future road-related projects, including the previously discussed drainage project by Greenwoods on the Lake, and how they would be funded.

There were no changes in the preliminary budget.

The Council discussed Ordinance 240, amending the fees the city charges. Mayor Kind outlined the previously discussed fee changes and asked if there were any additional changes. Councilmember Cook asked about the dock fees and the strategy behind the incremental increases the city has been doing the last number of years. Mayor Kind said research was done in 2009 to obtain the average cost of municipal docks in the south lake area (approximately \$1400). The increase was \$100 annually until the proposed 2015 budget when it was reduced to \$50 because the city is coming closer to being more in line with the 2009 average. It was agreed that new research should be completed to determine the current average.

Councilmember Fletcher discussed the Excelsior Fire District (EFD) budget. He said Tonka Bay and Deephaven Councils voted against the budget even though their representatives voted for it at the Board level. Mayor Kind said she's reviewed the budget and has some questions herself. She expressed concerns about the need for a part-time fire inspector and excessive reserves. Fletcher said the higher reserves could cover any unexpected pension costs.

3. Adjournment

Quam moved to adjourn. Second by Cook. Motion carried 5-0. Meeting adjourned at 6:55 pm.

Respectfully submitted
Gus Karpas
City Clerk

MINUTES

Greenwood City Council Meeting

Wednesday, September 3, 2014

20225 Cottagewood Road, Deephaven, MN 55331



1. CALL TO ORDER ~ ROLL CALL ~ APPROVE AGENDA

Mayor Kind called the meeting to order at 7pm.

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

Others Present: City Zoning Administrator / City Clerk Gus Karpas, City Attorney Mark Kelly, City Engineer Dave Martini

Motion by Kind to approve the agenda with the addition of item 4Ab Minnetonka Blvd Drainage Update. Second by Quam. Motion passed 5-0.

2. CONSENT AGENDA

A. Approve: 08-06-14 City Council Meeting Worksession Minutes

B. Approve: 08-06-14 City Council Meeting Minutes

C. Approve: July Cash Summary Report

D. Approve: August Verifieds, Check Register, Electronic Fund Transfers

E. Approve: September Payroll Register

F. Approve: Insurance Liability Waiver Form

G. Approve 2nd Reading: Ordinance 238, Amending Section 1125.05 (*Swimming Pools in R-2 District*)

Motion by Kind to approve the consent agenda items as presented. Second by Roy. Motion passed 5-0.

3. MATTERS FROM THE FLOOR

A. Bob Newman, 5230 Meadville Street, spoke regarding speeding concerns on Meadville Street.

Councilman Bob Quam and Councilman Bill Cook agreed to meet with Mr. Newman to discuss ideas.

4. PRESENTATIONS, REPORTS, GUESTS & ANNOUNCEMENTS

A. City Engineer Dave Martini: Discuss "Inflow & Infiltration" Proposal

Motion by Cook to approve Bolton & Menk's Inflow & Infiltration proposal with the following revisions: (1) The cost shall not exceed \$14,700. (2) The scope of work shall be tailored to find the easiest sources first. Second by Roy. Motion passed 5-0.

Motion by Kind to authorize the city engineer to respond to the 08-18-14 Met Council I&I surcharge letter and apply for Met Council grant money for I&I projects in 2015. Second by Quam. Motion passed 5-0.

City Engineer Dave Martini: Minnetonka Blvd Drainage Update

Motion by Cook to authorize the city engineer and Councilman Quam to negotiate a change order with the contractor to add curb and other changes to the drainage project in an amount not to exceed \$15,000 to be paid from the Stormwater Fund. Second by Quam. Motion passed 5-0.

B. Announcement: Cub Food Dash, Tuesday 10-07-14, 10am

No council action was taken. View the announcement on LMCC channel 8 or at www.lmcc-tv.org.

5. PUBLIC HEARINGS

A. Public Hearing re: Potential St. Alban's Bay Lake Improvement District (SABLID)

Motion by Roy to open the public hearing. Second by Cook. Motion passed 5-0.

A video recording of the public hearing 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).

Harry Kreslins, 21965 Minnetonka Blvd, expressed concerns regarding the SABLID financing. He did not raise his hand in opposition to the SABLID.

Greg Colvin, 21500 Excelsior Blvd, spoke against the SABLID.

Bill Slattery, 21955 Minnetonka Blvd, spoke in support of the SABLID.

Miles & Pam Canning, 21100 Excelsior Blvd, sent written comments in support of the SABLID.

Tom Gartner, 21955 Minnetonka Blvd #9, sent written comments in support of the SABLID.

By show of hands, the majority of the people in the audience at the meeting were in support of the SABLID.

Motion by Quam to close the public hearing. Second by Cook. Motion passed 5-0.

6. UNFINISHED BUSINESS

- A. Consider: St. Alban's Bay Lake Improvement District Cooperative Agreement and Resolution of Intent

Motion by Fletcher to approve resolution 26-14, a resolution of intent regarding the St. Alban's Bay Lake Improvement District. Second by Quam. Motion passed 5-0.

Motion by Roy to authorize the city attorney to work with the Excelsior city attorney and representatives to revise the St. Alban's Bay Joint Cooperative Agreement as needed. Second by Fletcher. Motion passed 5-0.

- B. 2nd Reading: Ordinance 239, Amending Section 1140.40 (*Sign Regulations*)

Motion by Cook to approve the 2nd reading of ordinance 239 as presented. Second by Roy. Motion passed 5-0.

7. NEW BUSINESS

- A. Consider: Resolution 24-14, Building Permit Extension for 5100 Greenwood Circle

Motion by Cook to approve resolution 24-14 extending the building permit for 5100 Greenwood Circle to November 1, 2014. Second by Quam. Motion passed 5-0.

- B. Consider: Excelsior Fire District 2015 Budget

Motion by Cook to approve the 2015 Excelsior Fire District operating budget and facilities / capital budget as presented. Second by Quam. Motion passed 4-1 with Kind voting nay.

- C. Consider: Resolution 25-14, Approving 2015 Preliminary Tax Levy

Motion by Quam to approve resolution 25-14 approving \$643,567 as the preliminary tax levy for taxes collectible in 2015. Second by Roy. Motion passed 5-0.

- D. 1st Reading: Ordinance 240 Updating Chapter 5 Fee Schedule

Motion by Roy to approve the 1st reading of ordinance 240 as presented. Second by Cook. Motion passed 5-0.

- E. Consider: Lake Minnetonka Communications Commission 2015 Budget and Joint Powers Agreement

Motion by Fletcher to approve the 2015 Lake Minnetonka Communications Commission budget as presented and direct staff to forward a copy of the 09-03-14 council minutes to the LMCC. Second by Quam. Motion passed 5-0.

Motion by Quam to approve the 08-14-14 draft of the Lake Minnetonka Communications Commission Joint and Cooperative Agreement II and authorize the mayor and city clerk to sign two copies of the agreement and forward one copy to the LMCC. Second by Roy. Motion passed 5-0.

F. Consider: Potential Policy Change for City Certificates of Deposit

Motion by Roy to authorize the administrative committee to open CDs with a maximum initial maturity of 25 months with a combined maximum total CD balance of \$500,000 at Beacon Bank or Bridgewater Bank. Second by Cook. Motion passed 5-0.

8. OTHER BUSINESS

A. None

9. COUNCIL REPORTS

A. Cook: Planning Commission, Greenwood Circle Xcel Projects

No council action was taken.

B. Fletcher: Lake Minnetonka Communications Commission, Fire

No council action was taken.

C. Kind: Police, Administration, Mayors' Meetings, Website

The council consensus was that we want to encourage residents to remove Buckthorn that is on city property that is adjacent to their residential property. However, we do want residents to contact the city prior to removal of any Buckthorn, so the city public works director can review the area first.

D. Quam: Roads & Sewer, Minnetonka Community Education, St. Alban's Bay Bridge

No council action was taken.

E. Roy: Lake Minnetonka Conservation District, Lake Improvement District

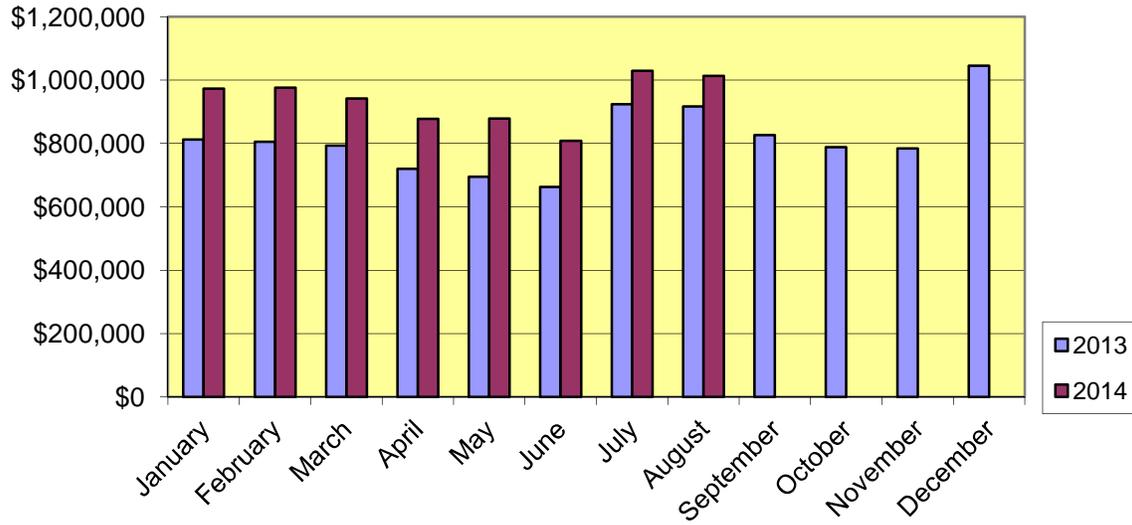
No council action was taken.

10. ADJOURNMENT

Motion by Roy to adjourn the meeting at 8:55pm. Second by Cook. 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).

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	\$878,040	-\$64,428	\$157,870
May	\$694,987	\$879,272	\$1,232	\$184,285
June	\$663,171	\$808,884	-\$70,388	\$145,713
July	\$924,057	\$1,029,060	\$220,176	\$105,003
August	\$917,234	\$1,013,814	-\$15,246	\$96,580
September	\$826,755		-\$1,013,814	-\$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	\$681,691
Bridgewater Bank Checking	\$4,479
Beacon Bank CD	\$244,475
Beacon Bank Money Market	\$81,024
Beacon Bank Checking	\$2,145
	<u>\$1,013,814</u>

ALLOCATION BY FUND

General Fund	\$373,305
Special Project Fund	\$0
General Fund Designated for Parks	\$27,055
Bridge Capital Project Fund	\$98,463
Road Improvement Fund	\$0
Stormwater Fund	\$16,932
Sewer Enterprise Fund	\$438,062
Marina Enterprise Fund	\$59,997
	<u>\$1,013,814</u>

Check Issue Date(s): 09/01/2014 - 09/30/2014

Per	Date	Check No	Vendor No	Payee	Check GL Acct	Amount
09/14	09/22/2014	11034	760	BEACON BANK	101-20100	160,000.00
09/14	09/22/2014	11035	760	BEACON BANK	101-20100	100,000.00
09/14	09/02/2014	12363	51	BOLTON & MENK, INC.	101-20100	394.00
09/14	09/02/2014	12364	822	ECM PUBLISHERS INC	101-20100	255.36
09/14	09/02/2014	12365	38	SO LAKE MINNETONKA POLICE DEPT	101-20100	15,184.58
09/14	09/02/2014	12366	745	Vintage Waste Systems	101-20100	1,628.25
09/14	09/02/2014	12367	145	XCEL ENERGY	602-20100	208.60
09/14	09/03/2014	12368	596	BARBER CONSTRUCTION, INC.	101-20100	31,472.55
09/14	09/03/2014	12369	3	KELLY LAW OFFICES	101-20100	989.00
09/14	09/03/2014	12370	734	MIDWEST TRENCHLESS TECH INC	602-20100	925.00
09/14	09/15/2014	12371	51	BOLTON & MENK, INC.	502-20100	6,425.00
09/14	09/15/2014	12372	9	CITY OF DEEPHAVEN	101-20100	7,271.65
09/14	09/15/2014	12373	581	EMERY'S TREE SERVICE, INC.	101-20100	280.00
09/14	09/15/2014	12374	68	GOPHER STATE ONE CALL	602-20100	81.20
09/14	09/15/2014	12375	99	LAKE MTKA CONSERVATION DISTRIC	101-20100	1,720.00
09/14	09/15/2014	12376	841	LAW OFFICE GREGORY E KELLER PA	101-20100	972.50
09/14	09/15/2014	12377	26	LEAGUE OF MN CITIES	101-20100	30.00
09/14	09/15/2014	12378	105	METRO COUNCIL ENVIRO SERVICES	602-20100	2,318.22
09/14	09/15/2014	12379	38	SO LAKE MINNETONKA POLICE DEPT	101-20100	81.76
09/14	09/15/2014	12380	145	XCEL ENERGY	101-20100	383.74
09/14	09/22/2014	12381	26	LEAGUE OF MN CITIES	101-20100	30.00
09/14	09/22/2014	12382	843	LIGHTNING PRINTING INC D/B/A	101-20100	189.17
09/14	09/22/2014	12383	145	XCEL ENERGY	101-20100	8.67
Totals:						<u>330,849.25</u>

Dated: _____

Mayor: _____

City Council: _____

City Recorder: _____

Vendor No	Invoice No	Description	Inv Date	Invoice Amt	Disc Amt	Check Amt	Check No	Chk Date
3	KELLY LAW OFFICES							
	6273	GENERAL LEGAL	09/02/2014	989.00	.00	989.00	12369	09/03/2014
Total 3				989.00	.00	989.00		
9	CITY OF DEEPHAVEN							
	SEPT 2014	ZONING	08/31/2014	7,271.65	.00	7,271.65	12372	09/15/2014
Total 9				7,271.65	.00	7,271.65		
26	LEAGUE OF MN CITIES							
	091014	ONLINE TRNG COURSE	09/10/2014	30.00	.00	30.00	12377	09/15/2014
	203195	ONLINE TRNG COURSE	09/08/2014	30.00	.00	30.00	12381	09/22/2014
Total 26				60.00	.00	60.00		
38	SO LAKE MINNETONKA POLICE DEPT							
	091114	Hennepin Co. Processing Fees	09/11/2014	81.76	.00	81.76	12379	09/15/2014
	SEPT 2014	2014 OPERATING BUDGET EXP	09/01/2014	15,184.58	.00	15,184.58	12365	09/02/2014
Total 38				15,266.34	.00	15,266.34		
51	BOLTON & MENK, INC.							
	0169821	2014 MISC ENGINEERING	08/31/2014	584.00	.00	584.00	12371	09/15/2014
	0169822	2014 STREET IMPROVEMENTS	08/31/2014	5,441.00	.00	5,441.00	12371	09/15/2014
	0169894	2014 MS4 ADMN	08/31/2014	400.00	.00	400.00	12371	09/15/2014
	168586	2014 DEVELOPMENT REVIEW	07/31/2014	394.00	.00	394.00	12363	09/02/2014
Total 51				6,819.00	.00	6,819.00		
68	GOPHER STATE ONE CALL							
	123307	Gopher State calls	08/31/2014	81.20	.00	81.20	12374	09/15/2014
Total 68				81.20	.00	81.20		
99	LAKE MTKA CONSERVATION DISTRIC							
	090914	4th Qtr. LMCD Levy	09/09/2014	1,720.00	.00	1,720.00	12375	09/15/2014
Total 99				1,720.00	.00	1,720.00		
105	METRO COUNCIL ENVIRO SERVICES							
	0001037570	Monthly wastewater Charge	09/04/2014	2,318.22	.00	2,318.22	12378	09/15/2014
Total 105				2,318.22	.00	2,318.22		
145	XCEL ENERGY							
	082514	LIFT STATION #1	08/25/2014	208.60	.00	208.60	12367	09/02/2014
	082814	Sleepy Hollow Road *	08/28/2014	8.67	.00	8.67	12383	09/22/2014
	090314	Street Lights *	09/03/2014	383.74	.00	383.74	12380	09/15/2014

Vendor No	Invoice No	Description	Inv Date	Invoice Amt	Disc Amt	Check Amt	Check No	Chk Date
Total 145				601.01	.00	601.01		
581	EMERY'S TREE SERVICE, INC. 19398	TREE MAINTENANCE	09/08/2014	280.00	.00	280.00	12373	09/15/2014
Total 581				280.00	.00	280.00		
596	BARBER CONSTRUCTION, INC. 081814	2014 ST IMPROVE REQ #1	08/18/2014	31,472.55	.00	31,472.55	12368	09/03/2014
Total 596				31,472.55	.00	31,472.55		
734	MIDWEST TRENCHLESS TECH INC 11167	SANITARY SWR CLEAN/TELEWISE	08/28/2014	925.00	.00	925.00	12370	09/03/2014
Total 734				925.00	.00	925.00		
745	Vintage Waste Systems 082514	City Recycling Contract	08/25/2014	1,628.25	.00	1,628.25	12366	09/02/2014
Total 745				1,628.25	.00	1,628.25		
760	BEACON BANK 091814	NEW 9 MONTH CD	09/18/2014	160,000.00	.00	160,000.00	11034	09/22/2014
	EPT 18 2014	DEPOSIT TO BEACON MM ACCT	09/18/2014	100,000.00	.00	100,000.00	11035	09/22/2014
Total 760				260,000.00	.00	260,000.00		
822	ECM PUBLISHERS INC 132567	LEGAL NOTICE	08/14/2014	79.80	.00	79.80	12364	09/02/2014
	134464	LEGAL NOTICE	08/21/2014	69.16	.00	69.16	12364	09/02/2014
	134465	LEGAL NOTICE	08/21/2014	42.56	.00	42.56	12364	09/02/2014
	134466	LEGAL NOTICE	08/21/2014	63.84	.00	63.84	12364	09/02/2014
Total 822				255.36	.00	255.36		
841	LAW OFFICE GREGORY E KELLER PA 081914	PROSECUTION BILL	08/19/2014	972.50	.00	972.50	12376	09/15/2014
Total 841				972.50	.00	972.50		
843	LIGHTNING PRINTING INC D/B/A 67689	ENVELOPES	09/12/2014	189.17	.00	189.17	12382	09/22/2014
Total 843				189.17	.00	189.17		
Grand Totals:				330,849.25	.00	330,849.25		

<u>Vendor No</u>	<u>Invoice No</u>	<u>Description</u>	<u>Inv Date</u>	<u>Invoice Amt</u>	<u>Disc Amt</u>	<u>Check Amt</u>	<u>Check No</u>	<u>Chk Date</u>
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Pay Per Date	Jrnl	Check Date	Check Number	Payee	Emp No	Description	GL Account	Amount
10/01/14	PC	10/01/14	10011401	COOK, WILLIAM B.	37		001-10100	184.70
10/01/14	PC	10/01/14	10011402	Fletcher, Thomas M	33		001-10100	84.70
10/01/14	PC	10/01/14	10011403	Kind, Debra J.	34		001-10100	277.05
10/01/14	PC	10/01/14	10011404	Quam, Robert	32		001-10100	184.70
10/01/14	PC	10/01/14	10011405	ROY, ROBERT J.	38		001-10100	184.70
Grand Totals:								<u>915.85</u>



Agenda Number: 4A

Agenda Date: 10-01-14

Prepared by Deb Kind

Agenda Item: Commissioner Jan Callison, Annual Hennepin County Update

Summary: Hennepin County Commissioner Jan Callison will attend the October council meeting to give the council her annual update. This also will be an opportunity for the council to ask questions.

Council Action: None required.



Agenda Number: 4B

Agenda Date: 10-01-14

Prepared by Deb Kind

Agenda Item: City Prosecutor Greg Keller, Annual Prosecution Update

Summary: City prosecutor Greg Keller will attend the October council meeting to give the council his annual update. Specific cases will not be discussed, but this is an opportunity for the council to get an overview of prosecution cases from the preceding 12 months. This also will be an opportunity for the council to ask questions.

Council Action: None required.



Agenda Number: 5A

Agenda Date: 10-01-14

Prepared by Deb Kind

Agenda Item: Public Hearing – Delinquent Sewer, Stormwater, and Recycling Charges

Summary: A list of delinquent accounts and charges is attached. Letters were sent to affected property owners and notices regarding the public hearing were published in the Sun-Sailor on 09-11-14 and 09-18-14. The public hearing will be held at the 10-01-14 council meeting.

Council Action: Council action is needed to open and close the public hearing. The council will take action on the resolution for the assessment roll later on the agenda. Suggested motions for the public hearing:

1. I move the council **opens** the public hearing regarding delinquent sewer, stormwater, and recycling charges.
2. I move the council **closes** the public hearing regarding delinquent sewer, stormwater, and recycling charges.

**COURTESY REMINDER NOTICE
FROM THE CITY OF GREENWOOD**

Special Assessment on Delinquent Municipal Utility Bills

If you have already paid the amounts shown, please disregard this notice. Thank you!

John Smith
1234 Main Street
Greenwood, MN. 55331

Re: property location – same as above

<u>Utility Account(s):</u> Sewer / Storm Water / Recycling	<u>Outstanding Balance(s):</u> \$443.63	Account # 12345.04 (This amount will be purged from your account <u>prior</u> to the October billing.)
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Dear Property Owner,

We are sending this **courtesy reminder** notice to you to inform you that your municipal utility account, which is tied to your property, has an outstanding balance in the amount listed above. The fiscal year end for our city utility billing is July 1st each year. The above amount was reported as past due as of August 4th.

If left unpaid, Hennepin County will apply this amount to your property taxes in 2015. Please pay the above amounts in full by September 15th, 2014 in order to avoid paying a penalty and having this amount levied against your property and collected along with your 2015 real estate taxes.

If a previous owner incurred the delinquent charges, you may have a claim for these charges against another party. However, if the delinquent amount is not paid, it will become a lien against your property, collected along with your real estate taxes in 2015.

Please be aware that your upcoming October 1st utility bill is NOT included in the above amount. The amount shown above has been past due since August 4th. Your October bill will be sent as usual and is separate from the amount listed above.

The above amount will be purged from your account prior to the October billing.

- **PAYMENTS NOT RECEIVED BY SEPTEMBER 15th, 2014, 4:30pm:**

If payment is not received by this date, Minnesota State Statutes 444.075 provide that delinquent utility bills may be certified to the County Auditor as a lien against your property.

A public hearing is scheduled at the Deephaven City Council Chambers at 7:00 p.m. on Wednesday, October 1st, 2014 at Deephaven City Hall, 20225 Cottagewood Road, Deephaven, MN 55331 to hear, consider and adopt all proposed assessments for delinquent sewer, storm water, and recycling bills.

Once the assessments are adopted, certified assessments of delinquent sewer, storm water, and recycling bills are subject to an 8.0% interest rate per annum along with a penalty of \$20.00 per each delinquent utility account.

- **PAYMENTS RECEIVED AFTER SEPTEMBER 15, 2014 MUST INCLUDE PENALTY FEES:** Payments on your delinquent utility bill can still be made to the City of Greenwood UNTIL 4:30 P.M. ON NOVEMBER 21st, 2014 to avoid having your delinquent utility bill assessed to your property taxes. However, these payments **must include a \$20.00 penalty fee in addition to the delinquent amount listed above.**

- **NO PAYMENTS WILL BE ACCEPTED AFTER FRIDAY, NOVEMBER 21st, 2014, 4:30pm.**

Payments on your delinquent utility bill cannot be accepted after 4:30 p.m. on Friday, November 21st, 2014 as the assessment roll is forwarded to Hennepin County at that time.

I thank you in advance for your attention to this matter and encourage you to give me a call if you have any questions.
Deborah Hicks, Greenwood Billing Clerk

**CITY OF GREENWOOD
NOTICE OF PUBLIC HEARING ON THE ASSESSMENT
OF DELINQUENT SEWER, STORMWATER
AND RECYCLING CHARGES**

NOTICE IS HEREBY GIVEN that the City Council of the City of Greenwood will hold a public hearing at Deephaven City Hall, 20225 Cottagewood Road, Deephaven, Minnesota on Wednesday, October 1, 2014 at 7:00 p.m. or as soon thereafter as practical to hear, consider and pass upon proposed assessments with respect to delinquent sewer, stormwater and recycling charges. The assessment roll is available for public inspection in the office of the City Clerk, Monday through Friday between 8:00 a.m. and 4:30 p.m.

Any assessment not paid prior to November 21, 2014 will be certified on the 2015 tax rolls and shall be payable in the same year as the taxes contained therein. Certified assessments of sewer, stormwater and recycling charges are subject to the greater of \$5.00 or 5.0% of the delinquent amount per quarter and certified to the county annually. Amounts owed are presently due and payable.

All interested persons will be given the opportunity to be heard and written and oral objections will be accepted regarding any assessment for delinquent sewer, stormwater and recycling charges.

Gus E. Karpas
City Clerk

Published in the Sun Sailor this 11th and 18th day of September, 2014.

GREENWOOD 2014 TAX CERTIFICATION

PID #	PROPERTY OWNER	House Number	Street Name	Amount delinquent	Tax Roll Penalty	Total due
26-117-23-42-0054	Althausser, Andrew	5200	Greenwood Circle	\$108.15	\$20.00	\$128.15
26-117-23-13-0066	Brandel, Joseph & Elizabeth Devney	4763	Lyman Court	\$443.63	\$20.00	\$463.63
26-117-23-31-0018	Brost , Mike L. Brost and S R	5110	Curve St	\$443.63	\$20.00	\$463.63
26-117-23-44-0009	Dinndorf, Michael	5475	Maple Heights Rd	\$443.63	\$20.00	\$463.63
35-117-23-11-0038	Quackenboss Et Al, Michael E.	21030	Excelsior Blvd	\$443.63	\$20.00	\$463.63
26-117-23-13-0017	Quinn, Timothy A Quinn & Robert J	21200	Minnetonka Blvd	\$113.73	\$20.00	\$133.73
				\$1,996.40	\$120.00	\$2,116.40



Agenda Number: 6A

Agenda Date: 10-01-14

Prepared by Deb Kind

Agenda Item: 2nd Reading, Ordinance 240, Updating Chapter 5 Fee Schedule

Summary: The draft of the fee ordinance based on the council's 08-06-14 and 09-03-14 worksession discussions is attached. Changes may be made at the second reading to be held at the 10-01-14 council meeting.

Since the 09-03-14 council meeting, the city clerk received the following information regarding **Garbage Hauler** fees ...

Mound	\$500 annual
Excelsior	\$275 plus \$25 per vehicle, paid by 12-15-14
	\$412.50 plus \$37.50 per vehicle paid after 12-15-14
Orono	\$75 plus \$15 per truck, and \$30 transfer fee, if applicable.
Shorewood	\$50 plus \$25 per truck (Note: Shorewood is planning to increase their fee)

Based on this information, a change to the garbage hauler license fee was added to ordinance 240.

In addition, the city utility clerk noted that the city has **Delinquent Account** fees in 3 sections of the current fee schedule. The administrative committee (Fletcher and Kind) reviewed the fees and recommend the changes included on the attached ordinance 240 — (1) Update the late fee percentage and clarify how it is calculated. (2) Clarify the assessment procedure and annual percentage.

Also, for the council's reference, the below information was gathered regarding current **City Dock** fees ...

Tonka Bay	\$1,600
Deephaven	\$750
Excelsior*	\$2,175
AVERAGE	\$1,508

* Excelsior charges \$98 per foot for residents, \$75 per foot for senior residents.

Excelsior has a total of 67 slips. 10 were rented to seniors.

The below table shows Excelsior's average cost for a 23ft boat (maximum size allowed at the Greenwood docks).

23 x \$98 =	\$2,254	X	57	\$128,478	
23 x \$75 =	\$1,725	X	10	\$17,250	
				\$145,728	EXCELSIOR'S TOTAL
				\$2,175	EXCELSIOR'S AVERAGE

Ordinance 240 Timeline:

- ~~09-03-14~~ City council considers the 1st reading of the ordinance.
- 10-01-14 City council considers the 2nd reading of the ordinance.
- 10-02-14 Ordinance submitted to Sun-Sailor (if approved).
- 10-09-14 Ordinance 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 ordinance 240 as presented.
2. I move the city council approves the 2nd reading of ordinance 240 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 regarding any changes to the zoning code chapter 11. A public hearing, typically held by the planning commission, also is required for changes to chapter 11.

ORDINANCE NO. 240

**AN ORDINANCE OF THE CITY OF GREENWOOD, MINNESOTA
AMENDING GREENWOOD ORDINANCE CODE CHAPTER 5 FEES**

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

SECTION 1.

The Greenwood ordinance code section 510 fee schedule is amended to add, remove, and revise the following fees:

Docks: Municipal St. Alban's Bay Dock Permit	425.30 (5)	\$1250 <u>\$1300</u>	Per slip, per season
Delinquent Accounts	500.10; 520.15; 525.15 & 475.30	The greater of \$5 or 5% of the delinquent amount per quarter.	
Delinquent Accounts: Assessment Penalty	500.10	8% of the assessment amount, plus \$20 for each delinquent category (\$20 sewer, \$20 for recycling, \$20 for stormwater, \$20 for other)	
Garbage / Refuse Collector License	475.20	\$150 <u>\$275</u> per year, plus proof of insurance: \$100,000 per person, \$500,000 per incident, \$100,000 property damage	
Photocopies: <u>Black & White</u>	125.00	\$0.25	Per copy
Photocopies: <u>Color</u>	125.00	<u>\$1.00</u>	<u>Per copy</u>
Sewer Rates: Residential	520.10	\$70 <u>\$65</u> per residential sanitary service unit	Quarterly
Sewer Rates: Commercial	520.10	\$70 <u>\$65</u> per commercial sanitary service unit	Quarterly
Stormwater Management Utility Fee: Residential	525.00	\$12 <u>\$17</u>	Quarterly
Sewer / Recycling / Stormwater: Delinquent Accounts <u>Late Fee</u>	520.15 & 525.15 525.15 & 475.30	The greater of \$5 or 5% <u>3%</u> of the delinquent amount per quarter (<u>12% annually</u>).	<u>Late fees are added to the bill quarterly. Unpaid balances are certified to county annually.</u>
<u>Sewer / Recycling / Stormwater: Delinquent Accounts Assessment Amounts</u>	<u>500.10</u>	<u>The total delinquent amount including late fees, plus 12% per year once certified to the county.</u>	<u>Certified to county annually.</u>

SECTION 2.

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: **6B**

Agenda Date: **10-01-14**

Prepared by *Deb Kind*

Agenda Item: Discuss Draft of St. Alban's Bay Lake Improvement District Cooperative Agreement

Summary: St. Alban's Bay Captain Rob Roy has been leading the effort to establish a St. Alban's Bay Lake Improvement District (SABLID). The next steps in the process are listed in the timeline below. For the council's reference, attached is the 09-04-14 draft of the St. Alban's Bay Lake Improvement District Cooperative Agreement and exhibits.

Timeline: Below is the timeline for the city council's reference ...

- ~~07-11-14 SABLID petitions submitted to the Greenwood and Excelsior city councils.~~
- ~~07-21-14 The Excelsior city council formally received the Excelsior SABLID petition.~~
- ~~07-23-14 The Lake Minnetonka Conservation District approved a resolution in support of the SABLID. 14 ayes, 0 nays.~~
- ~~08-06-14 The Greenwood city council formally received the Greenwood SABLID petition, ordered a public hearing, reviewed the first draft of a Joint Cooperative Agreement, and authorized Councilmembers Roy and Fletcher to work with Excelsior to incorporate Excelsior's comments into the Joint Cooperative Agreement.~~
- ~~08-07-14 Public hearing notice submitted to Sun-Sailor.~~
- ~~08-14-14 Public hearing notice published in Sun-Sailor.~~
- ~~08-21-14 Public hearing notice mailed to affected property owners.~~
- ~~09-03-14 The Greenwood city council holds 1st public hearing, reviews draft of Joint Cooperative Agreement, considers approval of Resolution of Intent.~~
- ~~09-08-14 Submission of Resolution of Intent, public hearing notice, and related documents to DNR, MCWD, and LMCD. Note: 40 days notice of the public hearing is required for the DNR to review the documents.~~
- ~~10-01-14 The Greenwood city council reviews draft Joint Cooperative Agreement.~~
- ~~10-02-14 2nd public hearing notice submitted to Sun-Sailor.~~
- ~~10-09-14 2nd public hearing notice published in Sun-Sailor.~~
- ~~10-09-14 2nd public hearing notice mailed to affected property owners.~~
- ~~11-05-14 The Greenwood city council holds the 2nd public hearing, considers approval of Joint Cooperative Agreement, and authorization to forward the Joint Cooperative Agreement to Excelsior.~~
- ~~11-__-14 The Excelsior city council considers approval of the Joint Cooperative Agreement.~~
- ~~11-__-14 The signed Joint Cooperative Agreement is sent to the DNR for their records.~~

Council Action: No action required. Potential motions ...

1. I move the city council directs the following changes be made to the draft of the St. Alban's Bay Lake Improvement District Joint Cooperative Agreement: _____.
2. Do nothing or other motion ???



EXCELSIOR



**JOINT COOPERATION AGREEMENT BY AND
BETWEEN THE CITIES OF EXCELSIOR AND GREENWOOD, MINNESOTA
FOR THE ESTABLISHMENT OF A
ST. ALBAN’S BAY LAKE IMPROVEMENT DISTRICT**

This agreement is made and entered into by and between the city of Excelsior, State of Minnesota (hereinafter referred to as “Excelsior”), 335 Third Street, Excelsior, MN 55331 and the city of Greenwood, State of Minnesota, (hereinafter referred to as “Greenwood”), 20225 Cottagewood Road, Deephaven, MN 55331.

RECITALS

Excelsior and Greenwood agree that it is desirable and in the interest of their communities that a Lake Improvement District be established for the management and control of Aquatic Invasive Species in St. Alban’s Bay, Lake Minnetonka, together with all powers intended thereto.

To that end, Excelsior and Greenwood, each a governmental unit of the State of Minnesota, hereby enter into this Joint Cooperation Agreement pursuant to Minnesota Statutes §471.59.

I.

PURPOSE

The general purpose of this agreement is to establish a Lake Improvement District authorized under Minnesota Statutes §103B.501 et seq and §459.20 to manage Aquatic Invasive Species in St Alban’s Bay, Lake Minnetonka, and to otherwise monitor the water resource.

II.

NAME

The organization established by this agreement shall be known as the “St. Alban’s Bay Lake Improvement District.”

III.

DEFINITIONS

As used herein, these terms shall mean as follows:

Section 1. “Lake Improvement District (LID)” means St. Alban’s Bay Lake Improvement District as otherwise authorized by the Lake Improvement District law, Minn. Stat. §103B.501 to §103B.581, the organization created pursuant to this agreement.

Section 2. “Director” means a person appointed to the Board by either Excelsior or Greenwood, or a person elected to serve on the Board by affirmative vote of a majority of the Property Owners present and entitled to vote or appearing by mailed ballot at the Annual Meeting.

Section 3. “Member” means a city which enters into this agreement.

Section 4. “Program” shall mean the various water resource management programs and services undertaken from time to time by LID.

Section 5. “Property Owners” mean the owner or owners of various real estate parcels identified by Hennepin County PID number located within the official boundaries of the LID as illustrated on the official map of the LID, attached hereto as Exhibit A.

Section 6. “District” shall mean all of the real estate parcels located within the official boundaries of LID, as illustrated and defined on the official map of the LID (See Exhibit “A” attached).

Section 7. “Board” means the governing political body of the LID comprised of Directors appointed by the cities of Excelsior and/or Greenwood or persons elected to membership on the Board as provided herein. The management of the LID shall be vested in the Board.

Section 8. “Annual Meeting” means a meeting of the Board and Property Owners, called by the Board and so designated, held in July or August at which the action items set forth at Article VII, Section 2 shall be acted upon.

Section 9. “Official Office” means the physical office space designated and maintained by the Board at which the LID shall receive US Mail, the LID’s designated agent for the receipt of Legal Process shall office, and the Secretary and the Treasurer/Fiduciary Agent shall maintain the official records and conduct LID business.

IV. MEMBERS

Section 1. Members. The Member Cities entering into this Joint Cooperative Agreement are the city of Excelsior and the city of Greenwood, Minnesota.

Section 2. Fiduciary Agent. An individual shall be appointed by mutual agreement of the Greenwood and Excelsior City Councils to be the Fiduciary Agent charged with the day-to-day management of the LID’s financial affairs including custodial possession of the LID’s books and accounts and shall be authorized to receive, hold, and disburse LID funds and shall also be authorized to accept Service of Legal Process on behalf of the LID. A statement of duties of the Fiduciary Agent may be adopted by mutual agreement of the Excelsior and Greenwood City Councils and made a part of the job description of the Fiduciary Agent at the time of their appointment.

V. DIRECTORS

Section 1. Number. The LID shall have seven Directors and two Ex-Officio Directors, one each appointed by the cities of Excelsior and Greenwood. With the exception of matters addressing the approval of the budget and financial expenditures, the Ex-Officio Directors shall have an advisory role but no vote on matters presented to the Board.

Section 2. Initial Appointment. The City Councils of Excelsior and Greenwood shall, by mutual agreement, initially appoint seven Property Owners within the LID boundaries to serve as the initial LID Directors on the Board with Excelsior selecting two and Greenwood selecting five appointees. By mutual agreement of the cities, one of these shall be appointed Interim Chair. Once sworn in, these Directors shall serve until the first Annual Meeting of the LID and swearing in of the first publicly elected Board of Directors.

Section 3. Term. At the first Annual Meeting of the LID, three Directors shall be elected to two-year terms and four Directors shall be elected to one-year terms. At the second and subsequent Annual

Meetings of the LID Directors shall be elected to two-year terms except that Directors who are elected to midterm vacancies shall serve the remainder of their term.

Section 3. Director Candidacy Slate. Annually, Property Owners desiring to stand for election to the Board as a Director shall file with the Secretary, (or the Secretary's designee for receipt of said filings) or the LID Designated Agent at the Official Office, on or before the close of business at the Official Office on the First Tuesday in June, a Declaration of Candidacy for Director. A Property Owner who so files shall be added to the Slate of Director Candidates to be submitted to a vote at the following Annual Meeting of the Board.

Section 4. Compensation. Directors shall serve without compensation from the LID or the member cities. In the absence of a written contract previously approved by the Board, the LID shall not honor claims, invoices, statements, or requests for reimbursements for labor submitted or services rendered by a Director, a Property Owner, or LID volunteer rising from or incidental to LID's activities, programs and actions.

VI. OFFICERS

Section 1. Annual Election. The Officers of the LID shall consist of a Chair, a Vice Chair, and a Secretary/Treasurer and shall be elected for one-year terms by the Board at the Annual Meeting. The initial LID Board appointed by the City Councils of Excelsior and Greenwood shall meet within two months of appointment at the call of the Interim Chair and thereat shall elect, Interim Officers to serve until the swearing in of their replacements at the first LID Annual Meeting.

Section 2. Chair and Vice Chair. The Chair shall serve as the Chief Elected Officer of the LID and shall preside at all meetings of the Board or the Property Owners and Directors. The Chair shall perform all duties typically incident to the Office of a Chief Executive Officer of a municipal political body and shall perform such other duties as may be prescribed by action of the Board, this Joint Cooperative Agreement, or law. The Chair shall select Sub-Committee Chairs and may recommend to the Board Sub-Committee appointments thereto. The Vice Chair shall act as Chair in the absence of the Chair.

Section 3. Secretary. The Secretary shall be responsible for keeping a record of all the proceedings of the LID and the giving of notice of regular and special meetings. The Secretary shall be responsible for the preparation of Board minutes and shall keep the LID minutes and records at the office of the Treasurer/Fiduciary Agent, the Secretary may delegate the duties of preparing Minutes to a third party, including outside private contract service provider subject to the approval of the Board.

The Treasurer/Fiduciary Agent shall be custodian of the LID's funds, pay its bills, keep financial records, and generally manage funds received, and oversee their disbursement and the LID's financial affairs. LID funds shall be kept on deposit in financial institutions or invested as approved by the Board of Directors in the same manner and practice demanded of a municipal corporation under State law.

The Treasurer/Fiduciary Agent shall cause a monthly financial report to be made to the Board, which shall be included in public records of the LID and in the minutes of the Board meetings. The Board shall set compensation for the Treasurer/Fiduciary Agent as negotiated under a contract for services to be rendered.

Section 4. Authorized Expenditures. All checks drawn upon the LID bank account shall require the signatures of the Chair, or in the Chair's absence, the Vice Chair, and the Treasurer/Fiduciary Agent.

VII. MEETINGS

Section 1. Bylaws. The Board shall adopt bylaws governing its procedures including the time, place, notice for and frequency of a set of fixed regular quarterly meetings, procedure for calling special meetings, and other procedural meeting related matters. The Board may amend the bylaws from time to time.

Section 2. Annual Meeting. The Board shall call an Annual Meeting of Property owners to be held in July or August each year. At the Annual Meeting the Board shall submit a Slate of Director Candidates to Property Owners for vote. The affirmative vote of the majority of the Property Owners with voting rights present and entitled to vote, including absentee ballots of same physically received by the LID by 5 PM on the date of the Annual Meeting, shall be the act of the Property Owners and shall be binding on the Board. The top vote getters for the open Director seats shall be elected. At the Annual Meeting the Board also shall (1) elect Officers to be seated on January 1 of the following calendar year, (2) review and approve a budget for the next calendar year, (3) approve proposed programs, projects, and expenditures having a cost in excess of \$5,000, and (4) take up and consider any other business that properly comes before them. At the Annual Meeting, the Board may elect to submit to a vote of the Property Owners such other matters as it deems appropriate. Provided the vote of the Property Owners directs or approves a lawful LID action otherwise authorized under this Agreement, the vote of the Property Owners shall be binding on the Board.

Section 3. Annual Meeting Notice. The Annual Meeting shall be preceded by two weeks published notice in the legal newspapers of the Member Cities, shall be posted on the public notice board of the Member Cities and written notice shall be mailed at least ten days in advance of the meeting to the Member Cities, the Pollution Control Agency, Commissioner of Natural Resources, and to all Property Owners of record on the Hennepin County Property Tax Information website within the LID assessment area.

VIII. POWERS, RIGHTS AND DUTIES OF LID

The LID shall have the following powers, rights, and duties:

Section 1. Primary Purpose. The “primary purpose” of the LID is to prepare a Lake Vegetation Management Plan and programs to control Aquatic Invasive Species in St. Alban’s Bay, Lake Minnetonka, including, but not limited to, Eurasian Water Milfoil and Curley-leaf Pond Weed and, as needed, to monitor vegetation, wildlife, water quality, and use of St. Alban’s Bay to preserve St. Alban’s Bay as a natural water resource.

Section 2. Specific Powers. The following specific statutory powers permitted the LID pursuant to Minn. Stat. §103B.551, Subd. 3 are hereby granted to the Board; the power to:

- 1) Acquire property, equipment, or other facilities by gift, lease, or purchase to implement the primary purpose.
- 2) Contract with governmental agencies as needed and appropriate to the implementation of the primary purpose.
- 3) Conduct a program(s) of AIS control and elimination in conformance with the primary purpose, water improvement and conservation, as more particularly described on attached Exhibit B.

Enumerated powers under Minn. Stat. §103B.551, Subd. 3, not set forth above are not granted to the LID.

Section 3. Gifts/Grants. The LID may accept gifts, apply for and use grants and enter into agreements in connection therewith and it may hold, use and dispose of money or property received as a gift or grant in accordance with the terms hereof.

Section 4. Contracts. The LID may enter into any contracts deemed necessary to carry out its powers and duties. All contracts shall be let and purchases shall be made in accordance with the legal requirements applicable to contracts and purchases by statutory cities of Minnesota.

Section 5. Property. The LID may purchase, lease, or acquire personal property and sell, assign, and transfer personal property upon an affirmative majority vote of the Board, but may not purchase, transfer or convey real property without the approval of 2/3 of a quorum of the Board, and a 2/3 vote of Property Owners voting in person or by absentee ballot at the Annual Meeting as provided herein, and the approval of both Member City Councils.

Section 6. Consultants. The LID may retain consultants to carry out its primary purpose and manage its affairs and administrative duties.

Section 7. Designation of Official Office and Designated Agent. The Board shall at all times maintain an Official Office of the LID and an appointed Designated Agent for receipt of Service of Legal Process. In the Event the Board has failed to so act, the City Clerk of either Greenwood or Excelsior shall be the LID Designated Agent.

Section 8. Other Actions. The LID may exercise any other power necessary and incidental to the implementation of its powers and duties in implementation of the LID's primary purpose.

IX. FINANCIAL MATTERS

Section 1. Annual Budget and Levy. The Board shall prepare and present a budget and proposed levy for the following calendar year at its Annual Meeting. The proposed levy information shall include the recommended method to assess properties in the LID. The proposed budget and levy must be approved, or amended and approved, by a majority of the votes of (1) the Board including Ex-Officio Directors at the Annual Meeting and (2) the Property Owners in attendance at the Annual Meeting. The Budget and Levy approved at the Annual Meeting must in turn also be mutually approved by both Member City Councils by September 30. Annually, the Member City Councils may not increase the proposed levy approved at the Annual Meeting. Either or both City Councils may reduce the levy by up to 25% in which case the LID levy shall be the lowest levy approved by a Member City Council.

Section 2. LID Funding. The LID shall be funded from approved property tax levies and other available revenues from grants, gifts, or the like. The LID shall not be funded by dues, license or use fees, or similar charges unless mutually approved by the Member Cities.

The public financing of projects and services of the LID may be made only after seeking other sources of funding, and then only by the following methods:

- a. Assessing the costs of projects upon benefitted properties within the District in the manner provided under Minn. Stat. Chapter 429;
- b. Levy of an ad valorem tax solely on property within the LID, to be appropriated and expended solely on projects of special benefit to the LID.

In accordance with Minn. Stat. §103B.555, Subd. 3, the LID, with the approval of the City Councils of the cities of Excelsior and Greenwood as expressed by resolution identifying each specific improvement to which approval applies may exercise the powers of a city under Chapter 429 in Section 444.075, including but not limited to:

- a. The levy of special assessments; and
- b. The imposition of rates and charges mutually approved by the Member Cities.

Section 3: Sample Annual Budget. Attached hereto as Exhibit C is a Statement of 2015 estimate cost of AIS treatment and likely projected owner assessment.

X.

WITHDRAWAL AND DISSOLUTION

Section 1. Notice of Withdrawal. A Member City may withdraw from the LID by filing a written notice of withdrawal with the LID by October 1 of any year. Such withdrawal shall be effective as of December 31 of that calendar year and membership shall continue until the effective date. A notice of withdrawal may be rescinded by a Member City prior to the effective date. If one Member City elects to withdraw, the LID will then dissolve on December 31 of that calendar year.

Section 2. Distribution of Assets. Upon dissolution, the remaining assets of the LID, after payment of all obligations, shall be distributed among the Member Cities in proportion to the number of LID real estate parcels identified by Hennepin County PID number located in each, or in such other way as those Member Cities may agree.

XI.

MEDIATION OF DISPUTES

Section 1. Mediation. Any controversy arising out of or relation to this agreement including but not limited to the withdrawal by a Member City and dissolution shall be mediated by a qualified mediator prior to initiation of any litigation.

Section 2. Selection of Mediator. The mediator may be an individual mutually selected by the parties to the issue in controversy. If the parties are unable to agree upon a mediator, the League of Minnesota Cities shall make the selection.

XII.

LIABILITY

Section 1. Indemnification. The LID shall indemnify, defend and hold harmless the Member Cities and their Officers, elected officials, Directors, employees, and volunteers, from and against all claims, damages, losses, and expenses, arising out of the acts or omissions of the LID in carrying out this agreement. To the fullest extent permitted by law, actions by the Member Cities under this agreement are intended to be and shall be construed as a “cooperative activity” and the LID shall be deemed a “single governmental unit” for the purposes of liability as set forth in Minnesota Statutes, Section 471.59, Subd. 1a(a). Each Member City expressly declines responsibility for the acts or omissions of the other Member City. This agreement does not constitute a waiver of the limitations of liability set forth in Minnesota Statutes, Section 466.04.

Section. 2. Insurance. The LID shall procure and maintain liability insurance coverage with reasonable limits covering its Officers, Directors, Member Cities’ elected officials, employees, and volunteers. The LID may purchase additional insurance coverage in amounts and on such terms as it may determine from time to time. The LID shall provide Member Cities with copies of its certificate(s) of insurance upon request.

XIII.

MISCELANEOUS

Section 1. Execution of Agreement. Each Member City Council shall approve and execute a copy of this agreement in accordance with applicable law.

Section 2. Effective Date. This agreement shall become effective upon adoption by both Member City Councils and approval from the Minnesota Department of Natural Resources.

Section 3. Amendment. Any proposed amendment to this agreement must be approved by both Member City Councils.

Section 4. Duration. This agreement shall continue in effect for an indefinite term, until dissolution in accordance with the terms of this agreement.

IN WITNESS WHEREOF, acting by authority of City Council Resolution the undersigned authorized agents of Excelsior and Greenwood, hereby enter into this Joint Powers Agreement.

EXECUTED as of _____, 2014.

CITY OF GREENWOOD, MINNESOTA

By _____

Name _____, Mayor

Attest _____

Name _____, City Clerk

EXECUTED as of _____, 2014.

CITY OF EXCELSIOR, MINNESOTA

By _____

Name _____, Mayor

Attest _____

Name _____, Manager Clerk

APPROVED AS TO FORM:

MINNESOTA DEPARTMENT

OF NATURAL RESOURCES

By _____

Name _____

Title _____

Date _____

EXHIBIT A - ST. ALBAN'S BAY LAKE IMPROVEMENT DISTRICT

-  Municipal Boundaries
-  St. Alban's Bay Lake Improvement District Excelsior Properties
-  St. Alban's Bay Lake Improvement District Greenwood Properties



Updated 08-11-14



EXHIBIT B - WATER AND LAND RESOURCE MANAGEMENT PROGRAMS TO BE UNDERTAKEN IN THE ST. ALBAN'S BAY LAKE IMPROVMENT DISTRICT

St. Alban's Bay Aquatic Invasive Species (AIS) Issues.

Eurasian watermilfoil and curlyleaf pondweed, invasive plants, have been problematic in St. Alban's Bay for several decades. These two plants have reduced the diversity and abundance of native plants and therefore have diminished the health of the Bay. These two plants also interfere with boating, swimming, recreation and enjoyment.

The St. Alban's Bay residents, in coordination with the Lake Minnetonka Association and the Minnesota Department of Natural Resources (DNR) have developed and implemented a Lake Vegetation Management Plan or LVMP, which has significantly controlled Eurasian watermilfoil and curlyleaf pondweed and increased the diversity and abundance of native plants without compromising water quality. The primary focus of the LVMP has been the bay-wide treatment of Eurasian watermilfoil with herbicides.

The majority of the costs for these treatments have been voluntarily borne by the Bay residents, although the cities of Greenwood and Excelsior and the DNR have contributed. While the voluntary contributions have successfully funded the treatments since 2011, they are not considered to be a stable or consistent source of funding.

Other aquatic invasive species (AIS) that may be introduced in the future also pose potential threats to the Bay's health and recreation and also are a concern. Zebra mussels are relatively new to the Bay. Hydrilla is yet another potential source of concern.

Water and land related resource management projects to be undertaken by the St. Alban's Bay LID.

The purpose of the St. Alban's Bay LID will be to control the adverse effects of AIS in St. Alban's Bay

The initial and primary management project of the LID will be the continuation of the existing voluntarily funded bay-wide Eurasian watermilfoil and curlyleaf pondweed control program under the LVMP, including the required monitoring and assessment. Establishing the LID will provide a consistent and equitable source of funding for these ongoing aquatic invasive species control programs, which are typically not short term in nature.

The LID may also monitor St. Alban's Bay for other aquatic invasive species and, when appropriate, consider additional control programs in coordination with local agencies. Thus, the LID may develop plans and programs for additional AIS, if and when they become established and problematic in St. Alban's Bay.

Land management projects are not planned.

Recent controls of Eurasian watermilfoil and curlyleaf pondweed have used herbicides registered by the United States Environmental Protection Agency and have been permitted by the Minnesota Department of Natural Resources. The products and methods used have occurred within a strict regulatory milieu, which is designed to minimize likely adverse effects and unintended consequences. Therefore, rather than causing or increasing adverse effects, the proposed LID will more likely control and decrease adverse effects.

Should the LID employ other products or methods to control Eurasian watermilfoil and curlyleaf pondweed or other AIS, it will occur with the same regulatory oversight. Therefore, adverse effects to land or water are not anticipated.

As the LID considers or proposes modifying the current Eurasian watermilfoil and curlyleaf pondweed control program or any control programs for other AIS, detailed assessments of possible adverse effects to lands and waters will be provided as required or appropriate.

EXHIBIT C

ST. ALBAN'S BAY LAKE IMPROVEMENT DISTRICT Sample Initial Budget and Estimated Assessment

The St. Alban's LID programs will be financed by a levy on the property owners under the LID Cooperative Agreement plus grants and gifts such as those from the cities of Excelsior and Greenwood and the Minnesota DNR and others. The actual levy and its distribution will be approved by the LID Board and the property owners each year at the Annual Meeting.

Based upon immediate past experience, the estimated cost to treat AIS in St Alban's Bay beginning 2016 on an every-other-year treatment program, plus lake monitoring, administrative costs, and spot treatments in the non-treatment years, is \$32,000.

The following is considered a reasonable good faith estimate of the needed annual levy necessary to fund the foregoing:

Lakeshore Property Owners (includes Villas) – 114 properties at \$150 each	\$17,100
Association and Channel properties – 23 properties at \$75 each	\$1,725
Marinas – 3 marinas at \$500 each	<u>\$1,500</u>
	\$20,325

TOTAL: \$20,325 per year plus grants and gifts



Agenda Number: 7A

Agenda Date: 10-01-14

Prepared by Deb Kind

Agenda Item: Resolution 27-14, Delinquent Sewer, Stormwater, and Recycling Charges

Summary: As a follow up to the public hearing held earlier in the council meeting, the council needs to take action to certify assessments for delinquent sewer, stormwater, and recycling accounts with the county to be collected with property taxes. A copy of a proposed resolution is attached.

Council Action: Required. Suggested motions ...

1. I move the council approves resolution 27-14 and the assessment roll for delinquent sewer, stormwater, and recycling charges.
2. Other motion ???

**CITY OF GREENWOOD
RESOLUTION NO. 27-14**

**A RESOLUTION APPROVING THE ASSESSMENT ROLL
FOR DELINQUENT SEWER, STORMWATER, AND RECYCLING ACCOUNTS**

WHEREAS, the city council of the city of Greenwood has caused a notice to be published fixing the time and place of the council meeting to pass upon the proposed assessment roll for delinquent sewer, stormwater, and recycling charges, more specifically described in the "Notice of Public Hearing" published September 11, 2014 and September 18, 2014 in the Sun-Sailor publication; and

WHEREAS, notice of said meeting has been given to all property owners whose property is to be assessed therefore, by publication thereof in the manner required by law; and

WHEREAS, all persons have had an opportunity to be heard in connection with said manner.

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GREENWOOD, MINNESOTA:

1. That the assessment roll, as prepared by the city clerk, is hereby approved, and the assessments therein contained are hereby determined to be the special assessments for the services herein included.
2. That said assessments are found to be properly assessed upon the properties so served.
3. That each of such unpaid assessments shall bear interest at the rate of 8% per annum accruing on the full amount from December 1, 2014, together with a service charge on each assessment.
4. That each of such unpaid assessment shall bear the penalty of \$20, per ordinance sections 475.30, 520.15, and 525.15.
5. Prior to certification of the assessment to the county auditor, the owner of any lot, piece or parcel of land assessed hereby may at any time pay the whole of such assessment inclusive of the penalties, to the city treasurer, prior to 4:30pm on November 21, 2014.
6. That the city utility clerk is hereby directed to certify such assessment to the county auditor for collection and remittance to the city treasurer in the same manner as assessments for local improvements.

ADOPTED 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

GREENWOOD 2014 TAX CERTIFICATION

PID #	PROPERTY OWNER	House Number	Street Name	Amount delinquent	Tax Roll Penalty	Total due
26-117-23-42-0054	Althausser, Andrew	5200	Greenwood Circle	\$108.15	\$20.00	\$128.15
26-117-23-13-0066	Brandel, Joseph & Elizabeth Devney	4763	Lyman Court	\$443.63	\$20.00	\$463.63
26-117-23-31-0018	Brost , Mike L. Brost and S R	5110	Curve St	\$443.63	\$20.00	\$463.63
26-117-23-44-0009	Dinndorf, Michael	5475	Maple Heights Rd	\$443.63	\$20.00	\$463.63
35-117-23-11-0038	Quackenboss Et Al, Michael E.	21030	Excelsior Blvd	\$443.63	\$20.00	\$463.63
26-117-23-13-0017	Quinn, Timothy A Quinn & Robert J	21200	Minnetonka Blvd	\$113.73	\$20.00	\$133.73
				\$1,996.40	\$120.00	\$2,116.40



Agenda Number: 7B

Agenda Date: 10-01-14

Prepared by Deb Kind

Agenda Item: Potential Update of Lease with Hennepin County Regional Railroad Authority

Summary: The city currently has a lease agreement with the Hennepin County Regional Railroad Authority for the lakefront area along the LRT trail near the Green Woods on the Lake neighborhood. Attached is a copy of the current lease. In September 2014, the city received notification from the county stating that the lease must be updated to the county's current lease standards if the city desires to continue the lease agreement. See the attached sample of a new agreement. At the 10-01-14 council meeting, the council will discuss whether or not to draft a new lease agreement with the HCRRA.

For the council's reference, attached is a 07-03-14 letter from the HCRRA that addresses questions posed by the city attorney. This letter states, "whether to a local neighborhood association or to the City of Greenwood, HCRRA will not issue a lease for private docks."

Council Action: Required. Suggested motions ...

1. I move the council authorizes the mayor, city clerk, and city attorney to work with Hennepin County Regional Railroad Authority representatives to draft a new lease for the lakefront area along the LRT trail near the Green Woods on the Lake neighborhood in Greenwood. And further directs that the updated draft of the lease be included on an upcoming council agenda for consideration by the council.
2. I move the council authorizes the mayor to notify Hennepin County Regional Railroad Authority representatives to advise that the city is comfortable with the restrictions set by the HCRRA and is not interested in continuing a lease agreement for the lakefront area along the LRT trail near the Green Woods on the Lake neighborhood in Greenwood.
3. Other motion ???



Hennepin County
Regional Railroad Authority

701 Fourth Avenue South, Suite 400
Minneapolis, MN 55415-1843

612-348-9260
Fax: 612-348-1842
www.hennepin.us/hcrra

July 3, 2014

Mr. Mark W. Kelly
City of Greenwood
351 Second Street
Excelsior, MN 55331

Re: HCRRA Right of Way / Lake Minnetonka LRT Regional Trail Lying within the City of Greenwood

Dear Mr. Kelly:

This letter is in response to your letter dated May 29, 2014. Since our meeting in May, we have been asked about an existing lease with the City of Greenwood for the area in question. A copy of this lease is attached. We have researched the lease and find that it is still in force, although the use has been abandoned for some time. This lease was specifically for "Swimming beach and beautification," and issued before Three Rivers Park District constructed a recreational trail on the corridor. A reestablishment or a proposed change to this lease needs to be discussed with HCRRA staff prior to implementation. Further, whether to a local neighborhood association or to the City of Greenwood, HCRRA will not issue a lease for private docks.

Listed below are the numbered questions from your May 29, 2014 correspondence followed by our response:

1. *In general, what type of on-land improvements would HCRRA authorize the City of Greenwood to make along the RR right-of-way where it meets the waters of Lake Minnetonka?*

HCRRA's Land Use Management Plan (LUMP) allows for certain public uses of the right of way, including but not limited to public recreation. LUMP states,

New leases of corridor property may be granted to a city or other public entity, at no cost, for public recreational purposes or for mass transit purposes, such as athletic fields or a bus turnaround, if the use is compatible with future transit needs.

As stated above, changes to the stated use of the existing lease would need to be reviewed and approved by HCRRA staff.

2. *In general, what type of in-water improvements would HCRRA authorize the City of Greenwood to make along the RR right-of-way where it meets the waters of Lake Minnetonka?*

We are unclear as to our authority to permit in-water activities. We are conferring with Lake Minnetonka Conservation District (LMCD) for a determination.

3. *Will the HCRRA issue a general grant of authority to the City to exercise riparian rights where the RR right-of-way abuts Lake Minnetonka in the City of Greenwood?*

If HCRRA were to approve use of its right of way, a site plan and maintenance plan would be required; a general grant of authority would likely not be approved.

4. *Will HCRRA grant the City specific riparian rights to permit installation of a public dock (at City expense), such as a public fishing pier, or a public transient use boat dock?*

HCRRA's consideration of a public dock request would be subject to the approval of LMCD. Subject to LMCD approval, HCRRA would review a request against current policy and site conditions.

5. *Will HCRRA grant the City specific riparian right to permit the installation of a private dock for the licensed use and benefit of a local neighborhood association?*

HCRRA policy does not allow for private uses of this nature. Specifically, LUMP states,

New leases of corridor property for private use will not be granted, except where a compelling case is made that the principal or essential use of an adjoining property would be substantially restricted if a lease is not issued.

6. *What license, insurance and maintenance agreement would HCRRA require of the City?*

If HCRRA approved the City of Greenwood's request for a public use of the right of way, HCRRA would issue a lease agreement that assigns indemnification to the City and requires insurance and maintenance.

7. *The City understands that LMCD considers the HCRRA right-of-way abutting Lake Minnetonka in Greenwood to be City of Greenwood shoreline that it may use for dock purposes. Does the HCRRA agree?*

HCRRA does not agree with this statement but is conferring with LMCD.

8. *The enclosed "Property Map No. 1" illustrates an area located between HCRRA right-of-way and lots 169 through 181, Auditor's Subd. No. 141 (highlighted in yellow), which the City believes to be public right-of-way (Fairview Street) exclusively controlled by Greenwood.*

- A. *Does the HCRRA agree?*
- B. *Does HCRRA make any legal claim thereto?*
- C. *Does HCRRA agree that such is public right-of-way under the exclusive control of the City of Greenwood?*

It is our opinion that HCRRA does not own the property shaded in yellow. Further, HCRRA does not know the record fee owner of the area shaded in yellow on the attachment to your letter dated May 29, 2014. A thorough examination of the record title is necessary for such a determination. HCRRA does not make any conclusions as to the status of the yellow shaded area as a public right-of-way or any other status, and makes no conclusion as to the control of said area.

I will follow up to this letter after we have had a chance to discuss the specific dock rights with LMCD. Please contact me with any questions at 612-348-2691. Thank you.

Sincerely,

A handwritten signature in cursive script that reads "jessica galatz".

Jessica Galatz
Principal Planning Analyst

cc: Mayor Debra Kind, City of Greenwood
Commissioner Jan Callison, Hennepin County
Rick Sheridan, Hennepin County Assistant Attorney

HENNEPIN COUNTY REGIONAL RAILROAD AUTHORITY
A-2307 Government Center
Minneapolis, Minnesota 55487
(612/348-4077)

Lease No. 89002

LEASE AGREEMENT

THIS AGREEMENT, Entered into by and between the HENNEPIN COUNTY REGIONAL RAILROAD AUTHORITY, a Minnesota political subdivision, LESSOR, AND

The City of Greenwood

20225 Cottagewood Road, Excelsior, 55331, LESSEE;

In consideration of the covenants by and between the parties, IT IS HEREBY AGREED:

I.

LESSEE agrees to lease from LESSOR, and LESSOR agrees to lease to LESSEE, that certain property described as follows:

Two parcels of land containing 33,977 square feet, more or less, in the City of Greenwood as shown in red on the attached exhibit map.

The leased premises shall be for the use of LESSEE, its agents, officers and employees and invitees for the following specified purpose and shall be limited to that specified use:

Swimming beach and beautification.

II.

The term of this lease shall be for a period of one year commencing on April 1, 1989 and terminating at 2400 hours on March 31, 1990.

This lease agreement shall be renewed automatically for a period of one year unless notice is given as prescribed below.

Either party at any time may terminate this lease by giving thirty (30) days' written notice of its intention to do so. Such notice may be served upon HCRRA by delivering a copy thereof to the Executive Director at the principal office in the Hennepin County Government Center, Minneapolis, MN 55487, or by depositing the same in the United States Post Office addressed to the Executive Director at the principal office.

Upon the expiration of thirty (30) days after such service of said notice, this Lease and all rights hereunder shall thereupon terminate and be at an end, saving and excepting such rights as may have accrued to either party hereunder prior to such termination. LESSEE shall, without further notice or demand, deliver possession of said premises to the LESSOR at the expiration of said thirty (30) days and shall, before the expiration of said thirty (30) days after said termination of said Lease, remove all buildings and property placed upon said premises which it may desire and have the right to remove. If it shall fail to so remove buildings and property, its right to do so shall, at the option of the LESSOR, cease, and LESSEE'S title thereto shall be forfeited and the same shall belong to the LESSOR; or, in such case, if the LESSOR so elects, it may, at any time after the expiration of said period of thirty (30) days, tear down and/or remove any or all such buildings and property at the expense of LESSEE without any liability for damages thereof in any respect whatsoever and LESSEE shall thereupon promptly reimburse LESSOR for all expenses incurred by it in so doing.

Upon any such termination of this Lease, rent shall be paid by the LESSEE to the date of termination fixed by said notice, and if rent has been paid in advance, LESSOR shall refund to LESSEE the unearned portion for the period extending beyond such date of termination.

III.

LESSEE agrees to pay the sum of \$1.00 (one)
Dollars for said premises.

IV.

LESSEE shall not permit the existence of any nuisance on said premises. LESSEE at all times shall keep said premises clean and shall comply with all laws, ordinances and regulations respecting LESSEE'S business and use and occupation of said premises. LESSEE at its sole cost shall make any and all improvements, alterations, repairs and additions and install all appliances required on said premises by or under any such regulations, ordinances or laws. LESSEE shall keep any sidewalk on said leased premises, or bordering said leased premises, free and clear of snow, ice and any obstruction to the free and safe use of said sidewalk or sidewalks at any and all times. No bill posters or advertising matter of any kind shall be posted on said premises.

V.

LESSEE accepts said premises subject to the rights of any person, firm or corporation, including the LESSOR in and to any existing telephone, telegraph and/or other wires, poles and facilities of any kind whatsoever, whether or not of record, and should it at any time become necessary to relocate any of said poles, wires or facilities by reason of this Lease, LESSEE shall bear and pay the cost of so doing.

LESSEE also accepts said premises subject to any want or failure at any time of LESSOR'S title to said premises or any part thereof and LESSEE shall assume any damages sustained by LESSEE in connection therewith. LESSEE also accepts such premises subject to rights of any party, including LESSOR, in and to any existing roadways and easements. LESSEE agrees to provide to LESSOR or other tenants of LESSOR access over and through the premises on these roadways and easements should such access be deemed necessary by LESSOR. LESSEE accepts said premises subject to the right of LESSOR, its employees, agents and contractors to walk upon said premises to repair adjacent property and the right of LESSOR, its employees, agents and contractors to temporarily place equipment upon the leased property for the purpose of maintaining, repairing or inspecting or constructing upon LESSOR'S adjacent property.

VI.

LESSEE agrees to save and keep the LESSOR harmless and indemnified at all times against loss or damage to any property of LESSEE or to any property of others upon the leased premises, or damage to any person while on or about the leased premises, except loss, damage or injury to the person or property of agents and employees of LESSOR.

LESSEE further agrees that if in any case the release and indemnity provided in this section shall not be valid, LESSOR shall have the full benefit of any insurance effected by the LESSEE upon the property injured, destroyed or damaged and/or against the hazard involved; and LESSEE agrees that any and all such insurance shall be so written that the insurer shall have no claim or recourse of any kind whatsoever against LESSOR in connection therewith.

VII.

LESSEE, in consideration of the leasing of the said premises, as herein provided, hereby covenants and agrees to pay the rent therefor promptly, as above provided, and fully to abide by and perform all and singular the conditions, covenants and agreements herein contained and to be observed and performed by said LESSEE and to yield up said premises unto the LESSOR at the expiration or termination of this Lease in as good condition as when entered upon.

VIII.

No receipt of money by LESSOR from LESSEE after any default by LESSEE or after the expiration of this Lease or after the service of any notice or after the commencement of any suit, or after final judgment for possession of said premises, shall waive such default or reinstate, continue or extend the term of this Lease or affect any such notice or suit, as the case may be. No waiver of any default of LESSEE shall be implied from omission by LESSOR to take any action on account of such default, and no express waiver shall affect any default other than the default specified in the express waiver and that only for the time and to the extent therein stated.

IX.

It is further agreed between the parties hereto, that if the said LESSEE shall breach or make default in any of the conditions, covenants or agreements of this Lease, which breach or default shall continue for fifteen (15) days after LESSEE'S receipt of written notice thereof from LESSOR, then it shall be lawful for the LESSOR, then or at any time thereafter, to declare this Lease ended, and to reenter said premises and take possession thereof, with or without process of law, and to use any reasonable or necessary force for regaining possession; whereupon the rights and obligations of the parties shall be the same as above specified in the case of termination at the end of thirty (30) days' notice; and it is hereby further agreed and provided that any waiver at any time of a breach of any condition, covenant or agreement of this Lease shall extend only to the particular breach so waived and shall, in no manner, impair or affect the existence of such condition, covenant or agreements, or the right of LESSOR thereafter to avail itself of same and any subsequent breach thereof. In the event LESSOR has to take action for repossession of said property, LESSEE, its assigns or heirs shall be liable for reasonable attorney's fees incurred by LESSOR.

X.

The benefits and obligations of this Lease shall extend to and shall bind the heirs, administrators, executors, leases, successors or assigns of the parties hereto, but no interest in this Lease shall be assigned, nor said premises or any part thereof shall be sublet, used or occupied by any party other than the LESSEE unless specifically stated herein. LESSOR reserves the right to review and revise the rental applicable to this Lease upon any change in status of this Lease, the LESSEE, or person occupying the Leased Premises during the term of this Lease or any renewal thereof.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement as of March 14, 1989.

HENNEPIN COUNTY REGIONAL
RAILROAD AUTHORITY

Upon proper execution, this agreement will be legally valid and binding.

By: [Signature]
Chairman, Board of Commissioners

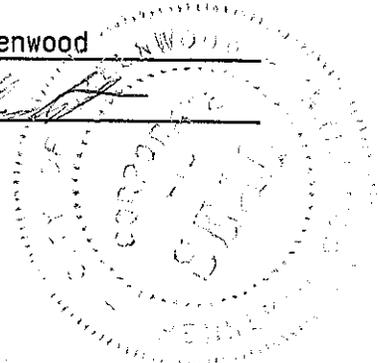
[Signature]
Assistant County Attorney
Date: 3-9-88

And: [Signature]
Deputy Executive Director

APPROVED AS TO EXECUTION:

[Signature]
Assistant County Attorney
Date: 3-9-88

The City of Greenwood
LESSEE
[Signature]
By its
Mayor



RESOLUTION NO. 6-89

On motion of Council person Wright, seconded by Council person Stuessi, the following resolution was moved for adoption:

RESOLVED that the Mayor of the City of Greenwood be and hereby is authorized to execute Lease Agreement No. 89002 with the Hennepin County Regional Railroad Authority, copy of which is attached to this resolution, which lease runs from April 1, 1989 through March 31, 1990.

RESOLVED FURTHER the city attorney is hereby authorized to return proper executed copies to the lessor, together with certified copies of this resolution.

PASSED by the City Council of the City of Greenwood this 7 day of March, 1989.

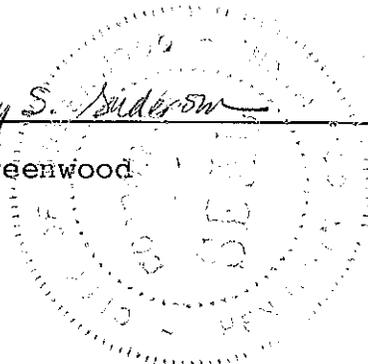
Upon vote being taken there were 5 yeas and 0 nays.

CERTIFICATION

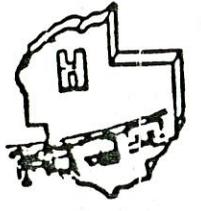
The undersigned, being the duly appointed clerk of the City of Greenwood, does certify that the above resolution is a true and correct copy of a resolution passed by the City Council of the City of Greenwood at a regular meeting of the council held March 8, 1989 at which a quorum was present.

Wendy S. Anderson
City Clerk
City of Greenwood

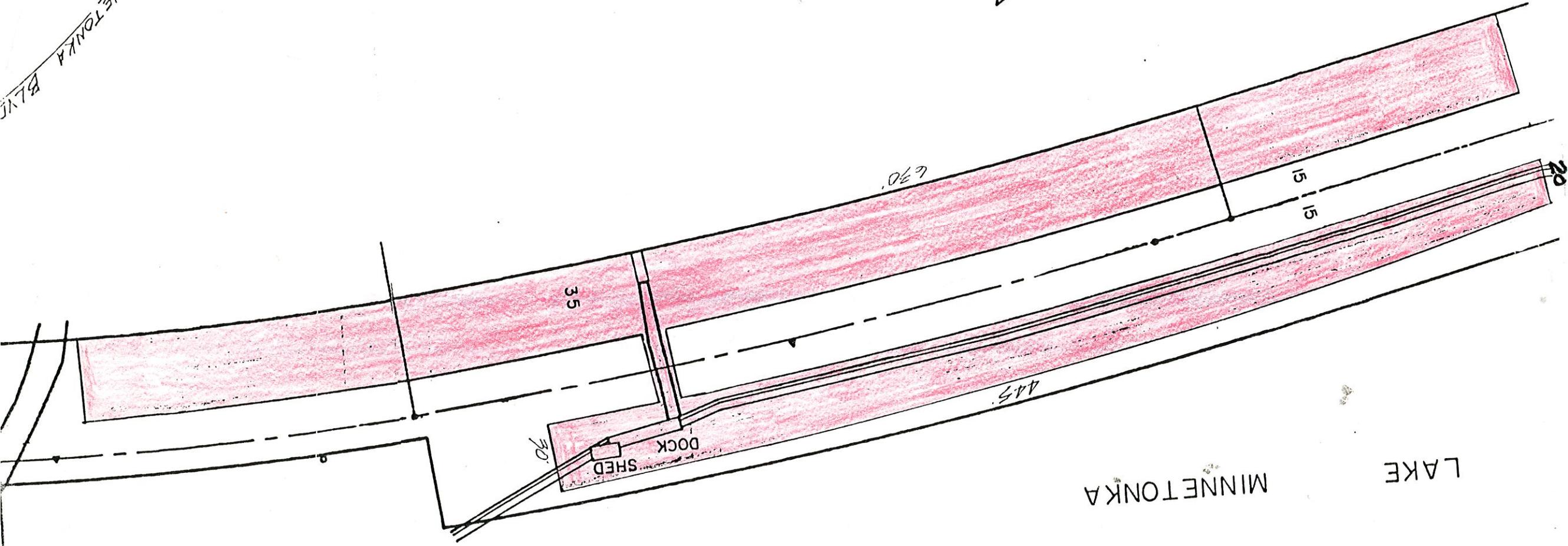
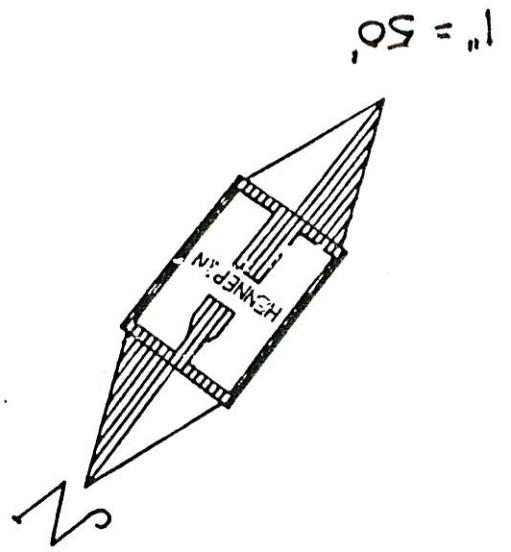
Dated: March 8, 1989



HENNEPIN COUN
REGIONAL
RAILROAD AUTHO
LOCATION



MINNETONKA BLYND
MINNETONKA



MINNETONKA LAKE

HENNEPIN COUNTY REGIONAL RAILROAD AUTHORITY LEASE NO. 73-XXXXX

**LEASE AGREEMENT
FOR VACANT LAND**

THIS LEASE AGREEMENT, entered into by and between the HENNEPIN COUNTY REGIONAL RAILROAD AUTHORITY, a Minnesota political subdivision, hereinafter referred to as "HCRRA", and **City of Greenwood**, a municipal corporation under the laws of the State of Minnesota, hereinafter referred to as "TENANT";

WITNESSETH:

In consideration of the covenants by and between the parties, IT IS HEREBY AGREED:

I. PREMISES

TENANT agrees to lease from HCRRA, and HCRRA agrees to lease to TENANT, that certain property (the "Premises") described as follows:

< Insert Description Here > (Hereinafter referred to as "Premises".)

That portion of the site which constitutes the Premises and which is solely occupied by TENANT is marked on Exhibit A by crosshatch. Exhibit A is attached and incorporated by reference in this Lease, however in the event of any conflict with this description and the depiction contained in Exhibit A, the description contained in this section shall prevail.

II. USE OF PREMISES

The Premises shall be for the use of TENANT, its agents, officers and employees and invitees for the following specified purpose and shall be limited to that specified use:

<Insert use here>.

III. TERM AND TERMINATION

TENANT acknowledges that the Premises were acquired by HCRRA specifically and solely for the purpose of constructing a light rail transit, or other transportation system, and its associated facilities and that it is HCRRA's intention to lease the Premises only until they are needed for that purpose. Nothing in this Lease shall be deemed to evidence any change by HCRRA of its intended use of the Premises for light rail transit purposes or other permitted transportation purposes. Rather, HCRRA has agreed to the terms of this Lease to provide a temporary income-producing use for the Premises during the time required for further planning and development of the light rail transit system or other

transportation system.

The term of this Lease shall be for a period of **sixty (60) months** commencing on < **date** >, and terminating at 2400 hours on < **date** >, at which time this Lease shall terminate, if not terminated earlier by notice as provided herein. The date the Lease terminates, by notice or by expiration of the Lease term, is referred to herein as the "Termination Date".

HCRRA or TENANT may terminate this Lease or any renewal, at any time, or for any reason, by giving thirty (30) days' prior written notice to the other party of the noticed Termination Date. This Lease and all rights and obligations shall terminate on the Termination Date, except for such rights as may have accrued to either party prior to such termination. By the Termination Date, TENANT shall deliver possession of the Premises to HCRRA and shall have removed, at its sole cost and expense, all personal property, including without limitation, buildings, sheds, fences, paving and other tenant improvements located on the Premises and fill all excavations that may have been made, and surrender complete possession of the Premises to HCRRA in a condition satisfactory to HCRRA. If TENANT shall fail to remove such property, its right to do so shall cease at the option of HCRRA, and TENANT's title thereto shall be forfeited and the same shall belong to HCRRA. If HCRRA so elects, HCRRA may, at any time after the Termination Date, tear down and/or remove any or all such property at the expense of TENANT without any liability for damages or other compensation. TENANT shall thereupon promptly reimburse HCRRA for all expenses incurred in such removal, including cost to fill excavations created from the removal.

Upon termination of this Lease by notice, rent shall be paid by the TENANT to the Termination Date fixed by said notice, and if rent has been paid in advance, HCRRA shall refund to TENANT the unearned portion for the period extending beyond such Termination Date, and TENANT shall have no further rights under this Lease.

IV. RENT

TENANT agrees to pay to HCRRA the sum of **One and 00/100 Dollars (\$1.00) annually** for the Premises. Such rent shall be due and payable on the first day of each anniversary year and shall be delivered in person or mailed to the address set forth in Section XIV.

TENANT pays all costs for water, sewer, heat, and electricity and any other utilities, if any, used or consumed in connection with the Premises, including waste or trash removal and snow plowing and removal costs.

V. MAINTENANCE AND REPAIRS

At all times during its occupancy of the Premises, TENANT shall be responsible to maintain, at its own expense, the Premises and equipment and other property located thereon in good repair, including without limitation, regular waste and snow removal. TENANT shall use reasonable precaution to prevent waste, damage, or injury on the Premises; and shall modify, repair, or replace the equipment and other property when necessary.

HCRRA shall not be liable to TENANT or those claiming by, through, or under TENANT for any injury, death, or property damage occurring in, on, or about the Premises. Without limitations of the foregoing, HCRRA shall not be liable for any loss or damage which may be sustained by TENANT or others in, about, or adjacent to the Premises by reason of the present or future condition of repair of the Premises, or for loss or damage arising from the acts or omissions of TENANT or other tenants or occupants.

TENANT shall make no alterations, additions, or improvements to the Premises or modify the use or purpose of the Premises without prior written consent from HCRRA.

No posters, signs or advertising matter of any kind shall be posted on the Premises other than advertisements of signs relating strictly to the business which is being conducted thereon.

VI. INDEMNIFICATION AND INSURANCE

A. Indemnification

TENANT shall defend, indemnify, and hold harmless HCRRA, its officials, officers, agents, and employees from any liability, claims, causes of action, judgments, damages, losses, costs, or expenses, including reasonable attorneys' fees, resulting directly or indirectly from any act or omission of TENANT, its contractors, subcontractors, officers, agents, employees, customers or invitees, in the performance of this Lease.

B. Insurance

In order to protect HCRRA and those listed above under the indemnification section, TENANT agrees at all times during the term of this Lease to have and keep in force the following insurance coverages:

1. Commercial General Liability on an occurrence basis with contractual liability coverage.

	<u>Limits</u>
General Aggregate	\$2,000,000
Products-Completed Operations Aggregate	2,000,000
Personal and Advertising Injury	1,500,000
Each Occurrence - Combined Bodily Injury and Property Damage	1,500,000

2.	Automobile Liability - Combined single limit each occurrence coverage for bodily injury and property damage covering owned, non- owned, and hired automobiles.	2,000,000
3.	Workers' Compensation and Employer's Liability:	
a.	Workers' Compensation. If the contractor is based outside the state of Minnesota, coverage must apply to Minnesota laws.	Statutory
b.	Employer's Liability. Bodily injury by:	
	Accident - Each Accident	500,000
	Disease - Policy Limit	500,000
	Disease - Each Employee	500,000

An umbrella or excess liability policy over primary liability insurance coverages is an acceptable method to provide the required insurance limits.

The above establishes minimum insurance requirements. It is the sole responsibility of the TENANT to determine the need for and to procure additional insurance that may be needed in connection with this Lease. Copies of insurance policies shall be submitted to HCRRA upon written request.

This Lease shall be valid when the TENANT has obtained required insurance and filed with HCRRA a properly executed certificate of insurance which clearly evidences required insurance coverages. The certificate shall name Hennepin County Regional Railroad Authority as certificate holder and as an additional insured for the Commercial General Liability coverage with respect to operations covered under the Lease. The Certificate shall also show that the Hennepin County Regional Railroad Authority will receive 30 days' prior written notice in the event of cancellation, nonrenewal, or material change in any of the described policies.

The TENANT shall furnish to HCRRA updated certificates during the term of this Lease as insurance policies expire. If the TENANT fails to furnish proof of insurance coverages, HCRRA may pursue any rights or remedy allowed under this Lease, law, equity, and/or statute.

VII. ASSIGNMENT AND SUBLETTING

TENANT shall not, except with the prior written consent of HCRRA which shall be granted at HCRRA's sole discretion, assign, sublet, mortgage, pledge, or in any manner transfer the Premises or this Lease. In regards to subleases, the written consent of

HCRRA's Executive Director (or the Executive Director's designee) may substitute for consent of HCRRA.

VIII. COMPLIANCE WITH LAWS, ORDINANCES, AND RULES

TENANT agrees to comply with all laws, ordinances, and regulations of federal, state, municipal and local government agencies as they apply to its occupancy of the Premises and/or the business it transacts on the Premises. TENANT shall comply with any reasonable rules adopted by HCRRA for the safety, care, and cleanliness of the Premises and for the preservation of good order therein and shall at all times keep the Premises clear and safe. TENANT shall not permit the existence of any nuisance on the Premises.

TENANT shall not park any car, truck, equipment, or piece of machinery which is partially dismantled, non-operating, unlicensed, wrecked, junked, or that which is used only as a source for parts, on the Premises.

IX. REMEDIES OF HCRRA

If TENANT breaches or defaults on any of the conditions, covenants or agreements of this Lease, which breach or default shall continue for fifteen (15) days after TENANT's receipt of written notice thereof from HCRRA, then it shall be lawful for HCRRA, then or at any time thereafter, to declare this Lease ended, and to re-enter the Premises and take possession thereof and to use any reasonable or necessary lawful force for regaining possession; whereupon the rights and obligations of the parties shall be the same as above specified in the case of termination at the end of ninety (90) days' notice; any waiver at any time of a breach of any condition, covenant or agreement of this Lease shall extend only to the particular breach so waived and shall, in no manner, impair or affect the existence of such condition, covenant or agreement, or the right of HCRRA thereafter to avail itself of same and any subsequent breach thereof. In the event HCRRA has to take action for repossession of the Premises, TENANT, its assigns or heirs shall be liable for reasonable attorney's fees incurred by HCRRA.

X. ENVIRONMENTAL CONCERNS

TENANT shall not create or permit any condition of the Premises that could present a threat to human health or to the environment. TENANT shall defend, indemnify and hold harmless HCRRA and its affiliates from any suit or claim growing out of any damages alleged to have been caused by, contributed to, or aggravated by the violation by TENANT, TENANT's contractors, subcontractors or agents or any subtenant's violation of any federal, state or local laws, ordinances, regulations or requirements pertaining to air, water (surface or groundwater) or noise pollution or any toxic, hazardous or solid substances or wastes, pollutants or contaminants, including, without limitation, asbestos, urea formaldehyde, the group of organic compounds known as polychlorinated biphenyls, petroleum products including gasoline, fuel oil, crude oil and various constituents of such

products (all of which are hereinafter collectively referred to as "Contamination") and the storage, handling, use or disposal of Contamination by TENANT, any subtenant, contractor, subcontractor or agent of TENANT performing work on or from the Premises. TENANT shall bear the expense of all practices or work, preventative, investigative or remedial, which may be required because of any conditions of the Premises caused by TENANT or any use of the Premises by TENANT or those claiming by, through, or under TENANT, during TENANT's period of occupancy or during TENANT's ownership or use prior to the date of this Lease. TENANT expressly agrees that the indemnification defense and hold harmless obligations it hereby assumes shall survive cancellation of this Lease. TENANT agrees that statutory limitation periods on actions to enforce these obligations shall not be deemed to commence until HCRRA discovers any such health or environmental impairment and a remedial action plan necessary for development of the Premises to its highest and best use has been identified and approved by appropriate local, state and federal regulatory agencies. TENANT hereby knowingly and voluntarily waives the benefits of any shorter limitation period.

HCRRA shall have the right, but not the duty, to enter upon the Premises from time to time as set forth below to inspect the Premises for Contamination and in the course thereof to conduct soil and groundwater testing. HCRRA may enter the Premises during regular business hours of TENANT without prior notice, and may enter the Premises during periods other than regular business hours either with prior written consent of TENANT or without if HCRRA reasonably believes that an emergency exists on the Premises. HCRRA shall conduct any such inspections or testing so as to minimize interference with TENANT's business operations. HCRRA's entry onto the Premises pursuant to this paragraph shall not relieve the TENANT's obligation to pay rent under this Lease.

Notwithstanding the foregoing, TENANT is not responsible, by virtue of the terms of this Lease, for any Contamination existing on the Premises prior to TENANT's use or occupancy of the Premises.

XI. TESTING PROVISION

At the request of HCRRA, upon the termination of the Lease, or during the term hereof, TENANT shall pay for the services of a state-approved contractor to sample any visibly contaminated areas of the Premises. For any contaminated areas, TENANT's contractor shall provide remediation recommendations to HCRRA, and shall perform remediation to the satisfaction of HCRRA. Copies of the results shall be forwarded to HCRRA by TENANT to ensure that the Premises are returned to HCRRA reasonably free of Contamination and in compliance with all applicable environmental laws, ordinances, regulations and requirements. The provisions of this paragraph shall survive the termination of this Lease.

Notwithstanding the foregoing, TENANT is not responsible, by virtue of the terms of this Lease, for any testing or sampling costs resulting from Contamination existing on the

Premises prior to TENANT's use or occupancy of the Premises.

XII. RIGHT OF ENTRY

HCRRA may enter the Premises at any time to examine, inspect, or protect the Premises and to make alterations, renovations, or repairs or to show the Premises to prospective tenants or purchasers.

XIII. AMENDMENTS

No waivers, alterations or modifications of this Lease or any agreements in connection therewith shall be valid unless in writing duly executed by both HCRRA and TENANT herein.

XIV. NOTICES

All notices required or permitted pursuant to this Lease shall be directed to the following individuals and shall be either hand-delivered or mailed to the following addresses:

To TENANT: City of Greenwood

To HCRRA: Hennepin County Regional Railroad Authority
701 Fourth Avenue South, Suite 400
Minneapolis, MN 55415-1843
Attention: Director, Housing, Community Works and Transit

XV. ACCEPTANCE

TENANT also accepts the Premises subject to any want or failure at any time of HCRRA's title to the Premises or any part thereof and TENANT shall assume any damages sustained by TENANT in connection therewith. TENANT also accepts such Premises subject to rights of any party, including HCRRA, in and to any existing roadways and easements. TENANT agrees to provide to HCRRA or other tenants of HCRRA access over and through the Premises on these roadways and easements should such access be deemed necessary by HCRRA. TENANT accepts the Premises subject to the right of HCRRA, its employees, agents and contractors to walk upon the Premises to repair adjacent property and the right of HCRRA, its employees, agents and contractors to temporarily place equipment upon the Premises for the purpose of maintaining, repairing or inspecting or constructing upon HCRRA's adjacent property.

This Lease shall be subject to the rights of all licenses, permits and easements for poles, wires, pipelines, sewers and billboards that exist or may be placed upon, across,

above, or underneath the Premises by HCRRA, its employees, agents, licensees and representatives or invitees. HCRRA reserves unto itself, its employees, agents, licensees and representatives the right to place additional poles, wires, pipelines, sewers and billboards upon, across, above, or underneath the Premises and agrees that any such additional placements shall be conducted in a manner as to not unreasonably interfere with TENANT's operations thereon.

XVI. LIENS AND ENCUMBRANCES

TENANT shall not permit any liens or encumbrances to be established or to remain against the Premises. Liens or encumbrances for purposes of this section mean any mortgage, pledge, security interest, lien or encumbrance on (or affecting) any portion of the Premises, including (without limitation) tax liens or encumbrances and liens or encumbrances with respect to work performed or equipment or material furnished in connection with TENANT's use of the Premises.

XVII. SECURITY DEPOSIT

TENANT agrees to deposit with HCRRA the sum **Zero and 00/100 Dollars (\$0.00)**. The sum shall be held by HCRRA as security for the faithful performance by TENANT of all terms, covenants and conditions of the Lease. If TENANT defaults with respect to any provision of this Lease, HCRRA may use, apply or retain all or any part of this security deposit to remedy the default. If any portion of the deposit is so used or applied, TENANT shall, five (5) days after written demand by HCRRA, deposit cash with HCRRA in an amount sufficient to restore the security deposit to its original amount and TENANT's failure to do so shall be a breach of this Lease. HCRRA shall not be required to keep the security deposit separate from its general funds, and TENANT shall not be entitled to interest on any such deposit, except as required by statute for residential leases.

XVIII. EMINENT DOMAIN

This Lease shall automatically terminate upon the commencement of any eminent domain action over any or all of the area constituting the Premises, and all rights TENANT has under this Lease to the Premises shall cease.

XIX. THREE RIVERS PARK DISTRICT PERMIT AGREEMENT

TENANT agrees that the rights contained in this Lease are subject to and subordinate to the rights granted and contained in the Permit Agreement between HCRRA and Three Rivers Park District A09222 (parcel 73-34001) dated July 30, 1992, and that TENANT shall comply with all rules and regulations of the Three Rivers Park District in regards to the exercise of its rights over HCRRA's right of way, including but not limited to those regarding safety. This provision is intended solely to be to the benefit of HCRRA and is not intended to create rights in third party beneficiaries.

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FOLLOWS

HCRRA BOARD APPROVAL

TENANT, having signed this Lease, and the Hennepin County Regional Railroad Authority's Board of Commissioners having duly approved this Lease on the ____ day of _____, _____, and pursuant to such approval, the proper HCRRA officials having signed this Lease, the parties hereto agree to be bound by the provisions herein set forth.

Reviewed by the
County Attorney's Office

**HENNEPIN COUNTY REGIONAL
RAILROAD AUTHORITY**

Date: _____

By: _____
Chair of Its Board

And: _____
Deputy/Executive Director

ATTEST: _____
Deputy/Clerk of HCRRA Board

CITY OF GREENWOOD

Mayor

Date

City Manager

Date

City organized under:

Statutory_____ Option A_____ Option B_____ Charter_____



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.



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.



CITY OF VICTORIA

7951 Rose Street • Box 36
Victoria, MN 55386

952/443-4210 • Fax: 952/443-2110

www.ci.victoria.mn.us

September 9, 2014

Board of Managers
Minnehaha Creek Watershed District
15320 Minnetonka Boulevard
Minnetonka, MN 55345

Dear Board of Managers:

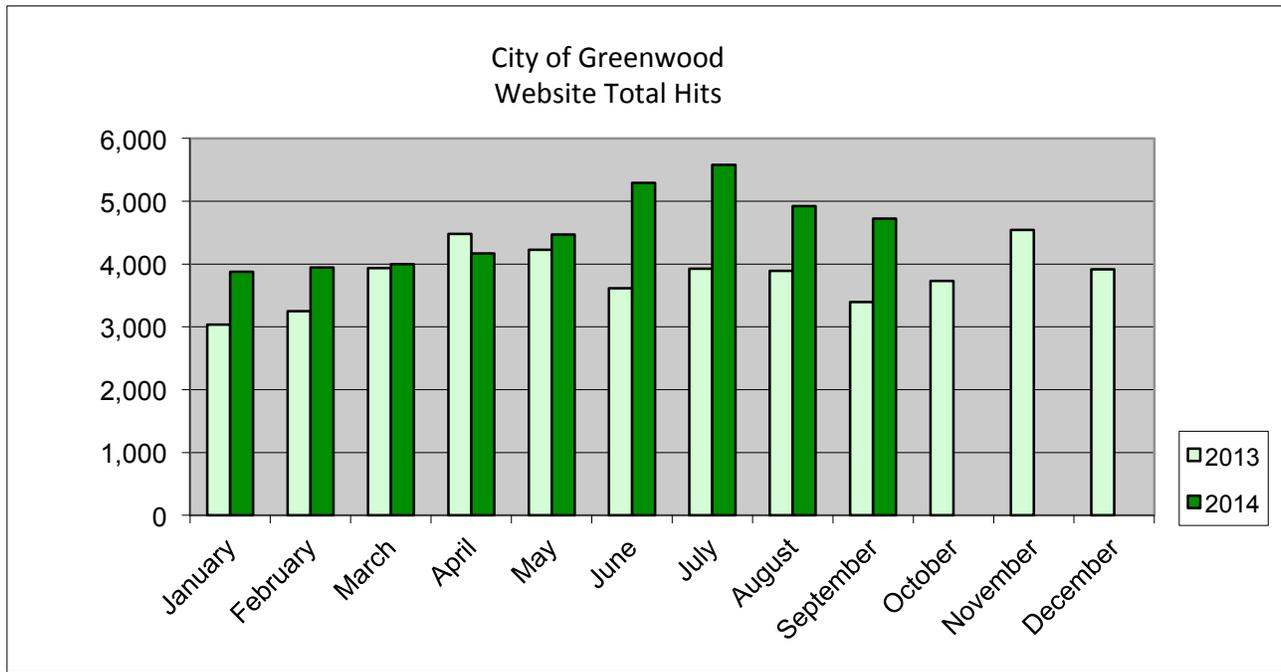
The Minnehaha Creek Watershed District (MCWD) is very involved in many issues including water quality, surface water management, land use permitting and the control of aquatic invasive species. In order to better understand the nature of the MCWD's work and its operations, the City of Victoria is requesting that you begin televising your regular monthly meetings to be played back on local public access channels and posting videos of the meetings on the MCWD website. In addition, with the ability to tax without being elected, MCWD should be even more willing to undertake this endeavor.

Cities have been televising city council and related public meetings for years. We are surprised that MCWD has not been doing the same. Establishing a willingness to promote accountability will go a long way in building public trust.

Thank you for your consideration of our request. We look forward to hearing from you regarding our request.

Sincerely,

Mayor Tom O'Connor
On behalf of the Victoria City Council



<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	4,468	298	239	152
June	3,613	5,291	823	1,678	153
July	3,924	5,579	288	1,655	159
August	3,894	4,922	-657	1,028	162
September	3,395	4,723	-199	1,328	164
October	3,731		-4,723	-3,731	
November	4,543		0	-4,543	
December	3,915		0	-3,915	
AVERAGE	3,829	4,552			

March number is an estimate

POPULATION: 693
EMAIL ADDRESSES % OF POPULATION: 23.67%

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	1588	33.62%
Comp Plan & Maps	690	14.61%
Agendas, Etc.	292	6.18%
Planning Commission	241	5.1%
Crime Alerts	158	3.35%
City Departments	138	2.92%
Code Book	108	2.29%
Mayor & City Council	99	2.1%
St. Alban's Bay AIS Project	91	1.93%
Welcome to Greenwood	88	1.86%
Assessments & Taxes	88	1.86%
Garbage & Recycling	84	1.78%
Forms & Permits	83	1.76%
Photo Gallery	83	1.76%
RFPs & Bids	77	1.63%
Lake Minnetonka	67	1.42%
Met Council Project	57	1.21%
Watercraft Spaces	54	1.14%
Budget & Finances	53	1.12%
What's New?	50	1.06%
Links	40	0.85%
Parks & Trails	39	0.83%
Meetings	38	0.8%
Search Results	36	0.76%

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.

Swiffers NOT Flushable	35	0.74%
Animal Services	35	0.74%
Old Log Events	34	0.72%
Elections	33	0.7%
Spring Clean-Up Day	33	0.7%
Well Water	33	0.7%
Stormwater	28	0.59%
Public Safety	26	0.55%
Email List	26	0.55%
Sewer Pipe Help	24	0.51%
Meetings on TV	24	0.51%
Unsubscribe	19	0.4%
Community Surveys	18	0.38%
Southshore Center	12	0.25%
---	1	0.02%
TOTAL	4723	100%

Unique IPs by Section

Section	Unique IPs	Percent of Total IPs
Default Home Page	616	29.89%
Agendas, Etc.	119	5.77%
Crime Alerts	118	5.73%
Planning Commission	102	4.95%
City Departments	91	4.42%
Mayor & City Council	69	3.35%
Welcome to Greenwood	64	3.11%
St. Alban's Bay AIS Project	57	2.77%
Code Book	52	2.52%
What's New?	42	2.04%
Assessments & Taxes	42	2.04%
Met Council Project	40	1.94%
Forms & Permits	40	1.94%
Lake Minnetonka	39	1.89%
Comp Plan & Maps	36	1.75%
Photo Gallery	35	1.7%
Parks & Trails	31	1.5%
Garbage & Recycling	31	1.5%
Animal Services	30	1.46%
Swiffers NOT Flushable	29	1.41%
Meetings	27	1.31%
RFPs & Bids	27	1.31%
Watercraft Spaces	26	1.26%
Elections	26	1.26%
Budget & Finances	25	1.21%
Links	25	1.21%
Old Log Events	24	1.16%
Stormwater	23	1.12%
Well Water	22	1.07%
Spring Clean-Up Day	22	1.07%
Email List	21	1.02%
Public Safety	21	1.02%
Search Results	18	0.87%
Sewer Pipe Help	18	0.87%
Community Surveys	15	0.73%
Meetings on TV	15	0.73%
Unsubscribe	12	0.58%
Southshore Center	10	0.49%
---	1	0.05%
TOTAL	2061	100%

Generate Download File (.csv) for the current report:

Done

**GREENWOOD PLANNING COMMISSION
WEDNESDAY, SEPTEMBER 17, 2014
7:00 P.M.**

1. CALL TO ORDER/ROLL CALL

Chairman Lucking called the meeting to order at 7:00 p.m.

Members Present: Chairman Pat Lucking and Commissioners Lake Bechtell, David Paeper, Fiona Sayer and Rick Sundberg

Absent: Commissioner Kristi Conrad and Douglas Reeder

Others Present: Council Liaison Bill Cook, City Attorney Mark Kelly and Zoning Administrator Gus Karpas.

Due to the absences of Commissioners Conrad and Reeder, Commissioners Sayer and Sundberg were voting members.

2. MINUTES – August 20, 2014

Commissioner Paeper moved to approve the minutes of August 20, 2014 as presented. Commissioner Bechtell seconded the motion. Motion carried 5-0.

3. PUBLIC HEARINGS

Conditional Use Permit and Variances, Erotas Building Corp., 5560 Maple Heights Road – Request for a conditional use permit to construct a swimming pool and variances to encroach into the minimum lake yard setback for the construction of a swimming pool and retaining walls and variances to encroach into the minimum lake yard setback and to exceed the maximum permitted accessory structure height in conjunction with the relocation of an accessory structure.

Section 1120:15 of the Zoning Ordinance requires a minimum lake yard setback of fifty feet.

- The proposed **swimming pool** requires a variance of eighteen (18) feet of the required fifty (50) foot lake yard setback.
- The proposed **retaining walls** require a variance of thirty-five (35) feet of the required fifty (50) foot lake yard setback.
- The proposed **accessory structure** requires a variance of eighteen (18) feet of the required fifty (50) foot lake yard setback.

Section 1122.20(2)(b) permits a maximum accessory structure height of fifteen feet. The applicant proposes an accessory structure height of twenty-two feet and is seeking a variance to exceed the maximum permitted accessory structure height by seven feet.

Chairman Lucking opened the Public Hearing. Hearing no comment, the hearing was closed.

David Erotas noted the length of the pool has been shortened by five feet so when measure on the ground, the pool is fifty feet from the lake, but still within the lake setback when measure linearly.

Chairman Lucking asked Commissioners if any had a change in their opinions from the last meeting.

Commissioner Sundberg said his understanding of the lake setback was to protect neighbors and the lake. He doesn't have any concerns with the requests since there would be absolutely no impact on either, noting none of the residents who spoke at the last meeting were opposed to the request. He said the island is unique and doesn't believe the city would be setting precedent.

**GREENWOOD PLANNING COMMISSION
WEDNESDAY, SEPTEMBER 17, 2014
7:00 P.M.**

Zoning Coordinator Karpas discussed concerns about the placement of the pool and accessory structure within the required bluff setback. His recollection was the building setbacks were initially established by the Council and agreed upon by the property owner at the time, prior to the development of the property. He bolstered this point by noting the previous pool and pool house were placed within the established building pad.

Mr. Erotas said he would be willing to continue the request to clear up any concerns about the permitted building pad.

Karpas said he would do further research to determine exactly how the building pad shown on the survey was determined and if an agreement was drafted establishing that building pad.

4. OLD BUSINESS

Council Liaison Cook informed the Commission that an informational meeting was held on the development of a Park Plan which was well attended by those who lived immediately adjacent to the park properties. Most objected to changing the status quo. The Commission discussed the optional expiration of the agreement requiring Shuman Woods to remain open space and what options would be available to the city if that were the case. City Attorney Kelly would conduct further research to see if there was definitive documentation turning the property over to the city for a use other than a park.

Councilmember Cook said he would bring a draft Park Plan to the October meeting for the Commission to review.

5. LIAISON REPORT

Council Liaison Cook said the Council held a public hearing on a Lake Improvement District, reviewed a mission statement for the development for small lots which focused on performance standards rather than requiring the amendment of the ordinance and authorized the City Engineer to conduct an I&I Study to pinpoint sources of increased inflow of stormwater into the Met Council's system.

6. ADJOURN

Motion by Commissioner Sundberg to adjourn the meeting. Commissioner Paeper seconded the motion. The meeting was adjourned at 7:55 pm.

Respectively Submitted,
Gus Karpas - Zoning Administrator

SEWER CONSTRUCTION UPDATE – SEPTEMBER 19, 2014

EXCELSIOR AREA SEWER IMPROVEMENTS PROJECT

Communications:

- Walk-in sessions for property owners and project stakeholders to visit with **Tom Buchal, MCES's Construction Contract Administrator:**
 - Walk-in sessions are held the 2nd and 4th Wednesday of each month from 5pm to 7pm.
 - Location: MCES Construction Field Office at 19285 Highway 7 (south side of Highway 7 at Vine Hill Rd.).
- To sign up for project e-mail updates, please send an e-mail to tim.odonnell@metc.state.mn.us stating that you would like to receive Excelsior Area Sewer Improvements e-mail updates.

Construction Activities and Timeline:

- Road building between Manor Rd and St. Albans Bay Rd is currently ongoing.
- Restoration including grass seeding and final plantings is ongoing from Minnetonka Blvd to St. Albans Bay Rd and along Covington Rd (in Shorewood).
- MCES Force main installation will be completed this week near Morse Ave; road building between Morse and 3rd is complete. Road building from 3rd to Hwy 7 will begin following force main. Concrete Curb and bituminous paving will follow.
- City utility installation is ongoing along George St. between Beehrle and Courtland. Force main installation will follow city utility work and should be completed by mid-October.
- Road building work will be completed along Beehrle and George St. to Courtland in late September and October.
- Final wear course paving will be completed along Covington this week. Wear course on Excelsior Blvd from Minnetonka Blvd to St. Albans Bay will be complete by the end of October.
- Centerpoint is currently replacing existing gas main along Morse Ave from Hwy 7 to 2nd St and continuing the replacement from 2nd St. along Excelsior Blvd to Minnetonka Blvd. This work will be completed by drilling method with only small excavations to connect services.
- On September 22nd, replacement of the existing water main will begin on the south side of Excelsior Blvd from Minnetonka Blvd to 2nd St followed by road building and paving. Work is expected to be completed by Thanksgiving. The contractor will be requesting permission to perform night work to expedite construction in the 5-corners area. 48 hours advanced notice will be given prior to any after-hours work.

Traffic Control:

- Excelsior Blvd will remain closed to thru traffic from Manor Rd to St Albans Bay Road through October. Resident access will be from Manor or St. Albans.
- Morse Ave. will remain closed to thru traffic until mid October. Resident/business access will be from either 2nd St., 3rd St. Or Hwy 7
- Beehrle Ave will remain closed to thru traffic from Oak to George until mid October.
- Two way traffic will be maintained along Excelsior Blvd between 2nd St and Minnetonka Blvd, but on street parking will no longer be available. Ramps and intersections will remain open during construction, with minimal closures/reroutes during utility crossing installation.
- During water main construction in front of 203 Mill Street, Wyer Hill residents will need to utilize surface parking for 1-2 days. 48 hours advance notice will be given prior to access closure.

For More Information:

For more information, including the latest project updates, visit www.metrocouncil.org/sewerconstructionupdates. For questions or more information, contact:

- Tom Buchal, Construction Contract Administrator, at 651-955-3561 or thomas.buchal@metc.state.mn.us
- Quentin Knaak, Assistant Construction Contract Administrator, at 612-570-0525 or Quentin.Knaak@metc.state.mn.us
- Tim O'Donnell, Project Citizens Liaison, at 651-602-1269 or tim.odonnell@metc.state.mn.us



Planning Commission City Park Plan Information Meeting

Meeting Minutes

August 27, 2014

Present: Bill Cook – City Council, Planning Commission Liaison
Kristi Conrad – Planning Commission Member

Meeting Start: 7:10 PM Sue Teeter – 5110 Weeks Road

Meeting End: 8:00 PM Chuck Teeter – 5110 Weeks Road
Jay Rudberg – 5120 Weeks Road
Audrey Rudberg – 5120 Weeks Road
Sara Sjoberg – 4960 St. Albans Bay Road
Toby Reisner – 4970 St. Albans Bay Road
Sheri Reisner – 4970 St. Albans Bay Road
Val Steussi – 5000 Meadville Street
Tom Hessian – 4990 Meadville Street

I. Announcements

- Purpose of meeting is to discuss park options and obtain input from meeting attendees.
- Continue to take input for two weeks after the meeting.
- Brief presentation of City Parks
 - Greenwood City Park
 - Shuman Woods Park
 - City Trail System
 - Public Water/Dock Accesses

II. Discussion

- Jay Rudberg – Thought that Schuman Woods was 3-20 year automatic renewal covenants. Expressed it was a bad idea to build homes on the property. Said there was lots of wildlife in the area. Park was used as a neighborhood playground.
- Discussion among the multiple attendees about excessive speeds on St. Albans Bay Road. Requested the speed trap be set up on St. Albans Bay Road.
- Sara Sjoberg – Expressed an interest in maintaining Shuman Woods as a park. Suggested that trails and markers to a bench in the woods be installed.
- Kristi Conrad – Expressed concern that neighbors were using public property for private benefit and were making users feel unwelcome.
- Multiple attendees expressed lack of knowledge of City dock on Curve Street.
- Tom Hessian – Requested that a park survey be completed on Greenwood Park to determine the “health of the park”. Expressed a question of why trees were “tipping” toward the pond. Expressed concern about the pond and drainage. Commented on the mowed path and neighborhood investments in maintaining the park.
- Val Steussi – Commented on the flooding problem in the park. Wants the park cleaned up. Questioned who decides what trees to remove.