

# AGENDA

## Greenwood City Council Meeting

Wednesday, June 1, 2016  
20225 Cottagewood Road, Deephaven, MN 55331



*The public is invited to speak when items come up on the agenda (comments are limited to 3 minutes).  
The public may speak regarding other items during Matters from the Floor (see below).*

- 7:00pm 1. CALL TO ORDER | ROLL CALL | APPROVE MEETING AGENDA
- 7:00pm 2. CONSENT AGENDA  
*Consent Agenda items are considered to be routine and are approved through one motion with no discussion by the city council. Council members may remove any Consent Agenda item for discussion and separate consideration under Other Business.*
  - A. Approve: 04-28-16 Local Board of Appeal & Equalization Meeting Reconvene Minutes
  - B. Approve: 05-04-16 City Council Worksession Minutes
  - C. Approve: 05-04-16 City Council Meeting Minutes
  - D. Approve: 05-18-16 City Council / Planning Commission Joint Worksession & City Council Worksession Minutes
  - E. Approve: April Cash Summary Report
  - F. Approve: April Certificates of Deposit Report
  - G. Approve: May Verifieds, Check Register, Electronic Fund Transfers
  - H. Approve: June Payroll Register
  - I. Approve: Res 21-16 Appointing Election Judges and Absentee Ballot Board
  - J. Approve: Res 22-16 Authorizing Hennepin County for Central Counting Location
- 7:02pm 3. MATTERS FROM THE FLOOR  
*This is an opportunity for the public to address the council regarding matters not on the agenda. Comments are limited to 3 minutes. Typically, the council will not take action on items presented at this time but will refer items to staff for review, action, and / or recommendation for future council action.*
- 7:05pm 4. PRESENTATIONS, REPORTS, GUESTS, AND ANNOUNCEMENTS
  - A. City Engineer Dave Martini: 2016 Street Improvement Bid, County Aid Application, I/I Smoke Test Report, St. Alban's Bay Road Drainage
  - B. Announcement: July 4th Parade, Meet at Greenwood Park (Covington & Fairview) at 9:45am
- 7:30pm 5. PUBLIC HEARINGS
  - A. Public Hearing: Conduit Financing for Main Street School of Performing Arts
- 7:35pm 6. PLANNING & ZONING ITEMS
  - A. 2nd Reading: Ord 255, Regarding Tree Preservation Plans  
Res 23-16 Summary of Ord 255 for Publication
  - B. Consider: Res 24-16, Variance Findings, 20870 St. Alban's Green
- 7:45pm 7. UNFINISHED BUSINESS
  - A. None
- 7:45pm 8. NEW BUSINESS
  - A. Consider: Res 25-16, Authorizing Issuance and Sale of Charter School Lease Revenue Bonds for Main Street School of Performing Arts
  - B. Discuss: Potential Conduit Financing for Eagle Ridge Academy
  - C. Consider: 2017-2020 Assessment Contract
  - D. Consider: Requests Regarding the Fire Lane Between 5120 & 5130 Meadville Street
  - E. Consider: 2016 Proposals for Weed Clean Up at St. Alban's Bay Docks
  - F. Consider: 2017 Lake Minnetonka Conservation District Budget
  - G. Consider: Res 26-16, 2017-2020 Deephaven-Greenwood Service Contract
- 8:45pm 9. OTHER BUSINESS
  - A. None
- 9:00pm 10. COUNCIL REPORTS
  - A. Cook: Planning Commission, Parks, Sewer Study, St. Alban's Bay Bridge, Traffic Committee
  - B. Fletcher: Lake Minnetonka Communications Commission, Fire
  - C. Kind: Police, Administration, Mayors' Meetings, Website
  - D. Quam: Roads & Sewers, Minnetonka Community Education, Traffic Committee
  - E. Roy: Lake Minnetonka Conservation District, St. Alban's Bay Lake Improvement District
- 9:15pm 11. ADJOURNMENT



**Agenda Item:** Consent Agenda

**Summary:** The consent agenda items are considered to be routine and are approved through one motion with no discussion by the city council. Council members may remove consent agenda items for further discussion. Removed items will be placed under Other Business on the agenda.

The consent agenda items are included in the hard copy of the full council packet and in the electronic version of the packet available at [www.greenwoodmn.com](http://www.greenwoodmn.com).

**Council Action:** Required. Possible motion ...

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

# MINUTES

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



6pm, Thursday, April 28, 2016  
20225 Cottagewood Road, Deephaven, MN 55331

### 1. RECONVENE MEETING | ROLL CALL

At 6pm, Mayor Kind reconvened the meeting that was recessed on 04-13-16.

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

Members Absent: Councilmember Bob Quam

Others Present: Assessors Rob Winge and Michael Smerdon

Mayor Kind explained the meeting process: The properties will be reviewed in the order they appear on the roster. Assessor Michael Smerdon will make his recommendation. The city council acting as the Local Board of Appeal & Equalization (LBAE) take action. If the assessor was not able to view the inside of the home, by law the LBAE cannot take action. In order to appeal to the County Board of Appeal & Equalization (CBAE), the property must be listed on the LBAE roster. Anyone who contacted Michael or the LBAE between 04-13-16 and 04-28-16 will be added to the roster to preserve their right to appeal to the CBAE.

### 2. ASSESSORS' PRESENTATION REGARDING PROPERTIES ON ROSTER

The assessors commented regarding the below appeals as each was discussed.

### 3. ROSTER OF PROPERTY VALUATION APPEALS:

- A. Fred Badiyan, 21750 Byron Circle Motion by Cook, second by Fletcher to set the land value at **\$803,000** and building value at **\$319,000** for a total valuation of **\$1,122,000** (no change). Motion passed 3-1, with Mayor Kind voting nay.
- B. Paul Boedecker, 21925 Byron Circle Motion by Cook, second by Kind to set the land value at **\$695,000** and building value at **\$508,000** for a total valuation of **\$1,203,000**. Motion passed 3-1 with Councilman Fletcher voting nay.
- C. Joe Fronius, 5140 Meadville Street Motion by Roy, second by Cook to set the land value at **\$709,000** and building value at **\$20,000** for a total valuation of **\$729,000** since the property owner and assessor came to an agreement on this valuation. Motion passed 4-0.
- D. John Musgjerd, 5145 Curve Street Motion by Kind, second by Fletcher to set the land value at **\$681,000** and building value at **\$290,000** for a total valuation of **\$971,000** (no change) since the assessor was not able to view the inside of the home. Motion passed 4-0.
- E. Ted Hanna, 4960 Meadville Street Motion by Kind, second by Roy to set the land value at **\$912,000** and building value at **\$25,000** for a total valuation of **\$937,000** since the property owner and assessor came to an agreement on this valuation. Motion passed 4-0.
- F. John Sayer, 20890 Channel Drive Motion by Fletcher, second by Cook to set the land value at **\$361,000** and building value at **\$244,000** for a total valuation of **\$605,000** since the property owner and assessor came to an agreement on this valuation. Motion passed 4-0.
- G. Alan Lizee, 4980 Meadville Street Motion by Fletcher, second by Roy to set the land value at **\$1,555,000** and building value at **\$20,000** for a total valuation of **\$1,575,000** (no change). Motion passed 3-1 with Mayor Kind voting nay.
- H. Keith Stuessi, 5000 Meadville Street Motion by Roy, second by Cook to set the land value at **\$1,330,000** and building value at **\$25,000** for a total valuation of **\$1,355,000** (no change). Motion passed 3-1 with Mayor Kind voting nay.

- I. Jean Lewry, 21690 Fairview Street Motion by Kind, second by Roy to set the land value at **\$869,000** and building value at **\$123,000** for a total valuation of **\$992,000** since the property owner and assessor came to an agreement on this valuation. Motion passed 4-0.
- J. Gene Dahlin, 21350 Excelsior Blvd Motion by Kind, second by Roy to set the land value at **\$1,205,000** and building value at **\$111,000** for a total valuation of **\$1,316,000** (no change) since the appeal came after 04-13-16, but to preserve the right to appeal to the CBAE. Motion passed 4-0.

4. ADJOURNMENT

**Motion by Cook to adjourn the meeting at 7pm. Second by Roy. Motion carried 4-0.**

# MINUTES

## Greenwood City Council Worksession

Wednesday, May 4, 2016

20225 Cottagewood Road, Deephaven, MN 55331



### 1. CALL TO ORDER | ROLL CALL | APPROVE AGENDA

Mayor Kind called the meeting to order at 6:02pm.

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

Others Present: Planning Commission Chair Pat Lucking

**Motion by Kind to approve the agenda. Second by Quam. Motion passed 5-0.**

### 2. DISCUSSION WITH PLANNING COMMISSION CHAIR PAT LUCKING

Councilman Fletcher explained his reasons for asking that the city council discuss the possibility of discontinuing the planning commission ...

1. To save money. The city's costs are increasing in other essential areas, so we need to look at ways to save money to avoid raising taxes.
2. To streamline the process for applicants and neighbors. It is more user-friendly for applicants and neighbors to go directly to the city council vs having to prepare for and attend two meetings.
3. The timing is right. With the recent retirements of planning commissioners Beal and Paeper, the planning commission has lost a lot of experience. While Chairman Lucking has 15 years experience, the other 4 commission members are relatively new and the 2 alternate seats are vacant.

Mayor Kind said she valued the contributions of the planning commission, but was in favor of discontinuing the planning commission for financial reasons.

Councilman Quam, Cook, and Roy stated that they did not support discontinuing the planning commission, so the remaining discussion focused on cost-saving ideas, recruitment, and training.

The consensus of the group was to ...

1. Save money by holding "housekeeping" items and ordinance reviews until planning commission meetings where variance or conditional use permits are on the agenda. This will reduce the number of planning commission meetings.
2. Save money by having the city attorney attend future planning commission and city council meetings only on an as-needed basis as determined by Chairman Lucking and Mayor Kind.
3. Consider reducing the size of the planning commission to 3 members and 3 alternates (including the city council liaison alternate) in the future to make it easier to achieve a quorum. Such a reduction would be achieved by attrition.
4. Reach out to potential candidates to apply for the 2 vacant alternate seats on the planning commission.
5. Hold mini-training sessions at the joint city council / planning commission worksession each May. Mayor Kind and Councilman Cook will determine an agenda for the upcoming joint worksession on May 18, 2016.

### 3. ADJOURNMENT

**Motion by Cook to adjourn the worksession at 6:44pm. Second by Roy. Motion passed 5-0.**

# MINUTES

## Greenwood City Council Meeting

Wednesday, May 4, 2016

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, Rob Roy

Staff Members Present: City Attorney Mark Kelly, City Engineer Dave Martini

**Motion by Kind to approve the agenda with the addition of “Newman / Larson Easement Agreements” to the 4B discussion with the city engineer and remove “2D LBAE Reconvene Minutes” from the consent agenda. Second by Cook. Motion passed 5-0.**

### 2. CONSENT AGENDA

Fletcher requested items 2B and 2F be moved to Other Business for further discussion.

- A. Approve: 04-06-16 City Council Pre-Board Worksession Minutes
- C. Approve: 04-13-16 Local Board of Appeal & Equalization Meeting Minutes
- D. Approve: 04-28-16 Local Board of Appeal & Equalization Meeting Reconvene Minutes
- E. Approve: March Cash Summary Report
- G. Approve: April Verifieds, Check Register, Electronic Fund Transfers
- H. Approve: May Payroll Register
- I. Approve: Public Access Procedures

**Motion by Kind to approve the consent agenda. Second by Quam. Motion passed 5-0.**

### 3. MATTERS FROM THE FLOOR

No one spoke during matters from the floor.

### 4. PRESENTATIONS, REPORTS, GUESTS, AND ANNOUNCEMENTS

#### A. Quarterly Police Update

Chief Meehan shared that the coordinating committee authorized the purchase of 2 scales for load limit enforcement and a speed-monitoring device that is able to track speeds without changing driving behavior. *View full comments at LMCC-TV.org.*

#### B. City Engineer Dave Martini: St. Alban's Bay Road Stormwater Drainage Mitigation and Newman / Larson Easement Agreements

**Motion by Cook to authorize the city engineer to include the St. Alban's Bay Road Stormwater Drainage Mitigation project in the upcoming street program bid. Second by Roy. Motion passed 5-0.**

**Motion by Cook to authorize the city engineer to investigate the location of property corners for a cost not to exceed \$700 and authorize up to \$1200 in additional funds to place monuments along the easement lines if corners are found. Second by Quam. Motion failed 2-3 with Fletcher, Kind, and Roy voting nay.**

#### C. Announcement: Planning Commission & City Council Annual Joint Worksession, Wed 5/18, Old Log's Cast & Cru Restaurant (following planning commission meeting, approximately 7:30pm)

### 5. PUBLIC HEARINGS

#### A. None

### 6. PLANNING & ZONING ITEMS

#### A. 1st Reading: Ord 255, Construction-Related Tree Cutting and Tree Preservation Plans

**Motion by Cook to approve the 1st reading of Fletcher's draft (05-02-16) of ordinance 255 amending tree preservation section 1140.80. Second by Roy. Motion passed 5-0.**

7. UNFINISHED BUSINESS

- A. Consider: Installing Greenwood Park Basketball Wall Pads

**No council action taken.**

- B. Consider: Future of Planning Commission

**No council action taken.**

8. NEW BUSINESS

- A. Consider: Res 20-16, Ethics Policy

**Motion by Kind to approve resolution 20-16 regarding an ethics policy with revisions as discussed. Second by Roy. Motion passed 5-0.**

- B. Consider: Potential Installation of Duck Crossing Sign on Fairview Street

**Motion by Kind to approve the installation of 2 back-to-back duck crossing signs size 24 x 24 to be located on the Greenwood Park side of Fairview Street after the city receives \$250 in private donations. Second by Quam. Motion passed 5-0.**

- C. 1st Reading: Ord 256, Vehicles "For Sale" at Gas Stations and Garbage Regulations

**Motion by Kind to approve the 1st reading of ordinance 256 regarding vehicles "For Sale" and garbage regulations with revisions as discussed. Second by Quam. Motion passed 5-0.**

**Motion by Cook to waive the 2nd reading of ordinance 256. Second by Quam. Motion passed 5-0.**

- D. Consider: Installing Boulders by Greenwood Market Driveway

**No council action taken.**

- E. Consider: Installing Solar Lights at the St. Alban's Bay City Docks

**Motion by Roy to authorize the removal of old lights and the installation of new solar lights at the city docks on St. Alban's Bay with the cost to be paid from the Marina Fund. Second by Cook. Motion passed 5-0.**

- F. Consider: July 4th Contribution to Excelsior - South Lake Minnetonka Chamber of Commerce

**Motion by Kind to direct the city treasurer to disburse a check in the amount of \$1,500 to the Excelsior - Lake Minnetonka Chamber of Commerce for the 2016 July 4th Celebration Fund. Second by Cook. Motion passed 5-0.**

- G. Consider: E-Pollbooks Agreement with Hennepin County

**Motion by Fletcher to authorize the mayor to sign the E-Pollbooks agreement with Hennepin County and direct the city clerk to complete the blanks as appropriate. Second by Cook. Motion passed 5-0.**

9. OTHER BUSINESS

- 2B. Discuss: 04-06-16 City Council Meeting Minutes

**Motion by Fletcher to approve the 04-06-16 minutes with the change regarding the public hearing motion being made by Fletcher. Second by Kind. Motion passed 5-0.**

- 2F. Discuss: March Certificates of Deposit Report

**Motion by Quam to approve the March Certificates of Deposit Report. Second by Kind. Motion passed 5-0.**

10. COUNCIL REPORTS

- A. Cook: Planning Commission, Parks, Sewer Study, St. Alban's Bay Bridge, Traffic Committee

**No council action taken.**

B. Fletcher: Lake Minnetonka Communications Commission, Fire

**No council action taken.**

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

**Motion by Fletcher to move forward with a public hearing at the June council meeting for Main Street School of Performing Arts conduit financing. Second by Cook. Motion passed 5-0.**

D. Quam: Roads & Sewers, Minnetonka Community Education, Traffic Committee

**No council action taken.**

E. Roy: Lake Minnetonka Conservation District, St. Alban's Bay Lake Improvement District

**No council action taken.**

#### 11. ADJOURNMENT

**Motion by Roy to adjourn the meeting at 9:58pm. 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](http://www.lmcc-tv.org) for 1 year, and on DVD at the city office (permanent archive).*

# MINUTES

## Greenwood City Council / Planning Commission Annual Joint Worksession & City Council Worksession



Wednesday, May 18, 2016

Old Log's Cast & Cru Restaurant, 5175 Meadville Street, Greenwood, MN 55331

### CITY COUNCIL / PLANNING COMMISSION JOINT WORKSESSION

#### 1. CALL TO ORDER | ROLL CALL | APPROVE AGENDA

Mayor Kind called the meeting to order at 7:45pm.

Members Present: Mayor Kind; Councilmembers Bill Cook, Tom Fletcher, Bob Quam, and Rob Roy; Planning Commissioners Pat Lucking, Lake Bechtell, Kristi Conrad, Doug Reeder, Fiona Sayer

Others Present: City Attorney Mark Kelly, City Zoning Administrator Dale Cooney

**Motion by Quam to approve the agenda. Second by Cook. Motion passed 10-0.**

#### 2. DISCUSS OUTCOMES OF CITY COUNCIL WORKSESSION WITH CHAIRMAN LUCKING

- A. Cost Saving Plan: Conduct planning commission meetings only when time-sensitive items are on the agenda (variances and conditional use permit requests that must comply with the 60-day rule for action), and hold off on ordinance reviews, etc. until a meeting takes place. The city attorney will attend meetings on an as-needed basis. Chairman Lucking will make the "call" whether or not the city attorney is needed at planning commission meetings. Mayor Kind will make the "call" whether or not the city attorney is needed at city council meetings.
- B. Recruitment Plan: City council members and planning commission members are going to personally invite people to apply to the planning commission. Articles will be included in upcoming city newsletters. If there is interest, an open house will be held.
- C. Training Plan: Each year mini-training will be held at the annual joint worksession. Registration links for other training opportunities will be sent to the city council and planning commission.

#### 3. DISCUSS TREE PRESERVATION ORDINANCE

Technical / Grammar Changes: The Tree Preservation Plan was referred to in subd 2E and Subd 6 of the current code. It was felt that one definition would be clearer. Thus, the definition in subd 2E of the new ordinance now refers directly to subd 5 of the amended code, which has the detailed requirements for a Tree Preservation Plan in one place. The variance requirements now also directly reference the Tree Preservation Plan instead of "tree stock" for better clarity.

##### Substantive Changes:

- Noxious trees are excluded from being considered in the Tree Preservation Plan and accordingly cannot be used to game the system. Cottonwood trees will be added to the list of Noxious Trees in the ordinance.
- Subd 3A with its requirement for a conditional use permit for tree removals in shore and bluff impact zones will be deleted from the ordinance. While the intent of Subd 3A is excellent, it is questionable whether it achieves its desired purpose. It can be argued that Subd 3A is currently just an added expense and time-consumer for the property owner with little meaningful public benefit in terms of reducing the number of trees in the shore and bluff impact zones that are cut down.
- Subdb 3B (now 3A) Annual Permitted Tree Harvest will be revised to allow the removal of 1 significant tree for properties up to 1/4 acre (up to 10,890 sq ft), 2 significant trees for properties between 1/4 acre and 1/2 acre (10,890 sq ft to 21,780 sq ft), 3 significant trees for properties between 1/2 acre and 3/4 acre (21,780 sq ft to 32,670 sq ft), 4 trees for properties between 3/4 acre and 1 acre (32,670 sq ft to 43,560), etc. The intent of this change is to give consideration to the wide range of property sizes in Greenwood.
- Subd 4 Permit to Exceed Annual Tree Harvest is deleted in the new ordinance. It is unclear that this provision has ever been used and its most likely potential use is felt to be to game the system.
- Subd 5 (now 4) Construction Related Tree Cutting now uses diameter inches instead of numbers of trees to better protect larger significant trees.
- Subd 8 (now 7) Type of Replacement Trees is deleted in the new ordinance since it is unclear that this has ever been a consideration and to give property owners flexibility to provide for greater tree diversity.

- It was noted that the construction related provisions of the Tree Ordinance have been its key elements as Greenwood residents typically have very high appreciation for the benefits of trees on their own properties.

#### 4. MINI-TRAINING

##### A. Relation of comprehensive plan to zoning. *The city council and planning commission discussed the following excerpts from League of MN Cities Zoning Guide for Cities ...*

- Zoning and planning are not the same thing. Municipal planning is a lengthy process of collecting and analyzing economic, social and physical data about a city and organizing this information into a formal set of goals and standards for community development. The comprehensive plan is a document that embodies the city's vision for the future, including its aspirations and plans for future development that may not appear for many years to come.
- Once a comprehensive plan is adopted, the city needs a means of attaining its development goals as stated in the comprehensive plan. Zoning is one tool for implementing a comprehensive plan. In cities subject to the Metropolitan Planning Act, zoning directives must harmonize with and not contradict the city's comprehensive plan.
- It is important to emphasize that zoning is merely one of the tools available to a city to assist implementing a comprehensive plan. A city may also use its subdivision ordinance, building and housing codes, nuisance ordinance, capital improvement programs, and official map in conjunction with its zoning ordinance to achieve its goal of orderly development.

##### B. Regulatory takings. *The city council and planning commission discussed the following excerpt from League of MN Cities Zoning Guide for Cities ...*

To be ruled a "regulatory taking," the zoning regulations must be so severe as to render the property practically useless for the purpose for which it is zoned. For example, a regulation that would prohibit a residence in a strictly residential zone. In such a case, the court will order the city to pay the affected landowner compensation for the land lost to the regulatory taking.

##### C. Difference between a variance and conditional use permit. *The city council and planning commission discussed the following excerpts from League of MN Cities Zoning Guide for Cities ...*

###### Variances

- Variances are an exception to rules laid out in a zoning ordinance. They are permitted departures from strict enforcement of the ordinance as applied to a particular piece of property if strict enforcement would cause the owner "practical difficulties." Variances are generally related to physical standards (such as setbacks or height limits) and may not be used to allow a use that is prohibited in the particular zoning district. Essentially, variances allow the landowner to deviate from the rules that would otherwise apply.
- Under the statutory practical difficulties standard, a landowner is entitled to a variance if the facts satisfy the three-factor test of (1) reasonableness, (2) uniqueness, and (3) essential character.
- The 2011 law also provides that: "Variances shall only be permitted when they are in harmony with the general purposes and intent of the ordinance and when the terms of the variance are consistent with the comprehensive plan."
- The practical difficulties factors are:
  1. The property owner proposes to use the property in a reasonable manner. This factor means that the landowner would like to use the property in a particular reasonable way but cannot do so under the rules of the ordinance. It does not mean that the land cannot be put to any reasonable use whatsoever without the variance.
  2. The landowner's situation is due to circumstances unique to the property not caused by the landowner. The uniqueness generally relates to the physical characteristics of the particular piece of property and economic considerations alone cannot create practical difficulties.
  3. The variance, if granted, will not alter the essential character of the locality. This factor generally contemplates whether the resulting structure will be out of scale, out of place, or otherwise inconsistent with the surrounding area.
- Variances are to be granted only if strict enforcement of a zoning ordinance causes practical difficulties. A landowner who purchased land knowing a variance would be necessary in order to make the property buildable is not barred from requesting a variance on the grounds the hardship was self-imposed.
- In granting a variance, the city may attach conditions, but the conditions must be directly related and bear a rough proportionality to the impact created by the variance. For example, if the variance reduces side yard

setbacks, it may be reasonable to impose a condition of additional screening or landscaping to camouflage the structure built within the normal setback.

- An applicant for a variance is not entitled to a variance merely because similar variances were granted in the past, although in granting variances, the city ought to be cautious about establishing precedent.

#### Conditional use permits

- The concept of a conditional use permit (CUP) was created to give cities more flexibility in zoning ordinance administration. Generally, conditional uses are uses that are often too problematic to be permitted uses as of right in a district. However, since the use is still generally favorable or necessary, outright prohibition of the use is generally not practical or desired. A classic example of such a mixed positive / negative use is a gas station in a residential area. Conditional uses seek to strike a middle ground between outright, unchecked permissive establishment and complete prohibition. Conditional uses are uses that will be allowed if certain conditions (that minimize the problematic features of the use) are met.
- Cities must specify conditional uses in a city ordinance. Generally, a list of conditional uses will be found alongside the permitted uses in a city ordinance. The ordinance must also establish what conditions or standards must be met to allow the conditional use. Ordinances that fail to establish standards for granting the listed conditional uses are problematic and potentially invalid.
- The city must grant the CUP if the applicant satisfies all the conditions established in the ordinance.
- CUPs are considered property interests that run with the land – that is, they pass from seller to buyer when the land is sold or transferred.
- Once issued, a CUP's conditions cannot be unilaterally altered by the city, absent a violation of the CUP itself.

#### Neighborhood opposition

- Certain zoning applications may generate vocal public opposition. Frequently, cities struggle with handling vocal neighborhood opposition in their findings of fact. However, general statements of public opposition should not be a finding of fact listed as a basis for denying a zoning application. Nor should the official record intimate that public opposition is the underlying basis for the city's findings of fact. If a zoning application meets the requirements of the ordinance, it must be granted, despite the disapproval of the neighbors.
- However, this does not mean that all statements of the public must be disregarded. A significant part of the zoning process is generally the public hearing mandated by the Municipal Planning Act. The Municipal Planning Act requires that all parties interested in an application, including the applicant and neighbors, be granted an opportunity to speak and present their views on the application. While general statements of opposition may not be used as a finding of fact, statements made by the public that are concrete and factual relating to the public welfare are acceptable findings.

- D. Massing ordinance perspective. Councilman Fletcher explained the intent of the massing ordinance was to control the size of homes in relation to the lot size. Since the massing ordinance was approved, there has not been a negative affect on property values.
- E. Hardcover ordinance perspective. Planning Commission Chairman Lucking explained that historically hardcover was one of the key zoning regulations that limited house sizes on a lots. Now that the city has a massing ordinance, we could consider relaxing hardcover regulations for smaller lots while still complying with state regulations regarding shoreland protection.
- F. Setback requirements perspective. Councilman Cook explained that setbacks from property lines have historically been used as a tool to reduce the impact of construction on neighboring properties. He suggested that the city could reduce the number of zoning districts to simplify the setback requirements in the city and possibly have graduated setbacks based on lot size.
- G. LMCD / DNR / MCWD / City / County / State ... "Who's on first?" This topic was not discussed due to time constraints.

#### 5. OPEN DISCUSSION

- A. Planning commission expectations. This topic was not discussed due to time constraints.
- B. An opportunity for planning commission and city council members to share thoughts or concerns. This topic was not discussed due to time constraints.

#### 6. ADJOURNMENT

**Motion by Cook to adjourn the joint worksession at 9:45pm. Second by Bechtell. Motion passed 10-0.**

## CITY COUNCIL WORKSESSION

### 1. CALL TO ORDER | ROLL CALL | APPROVE AGENDA

Mayor Kind called the meeting to order at 9:45pm.

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

Others Present: None

**Motion by Quam to approve the agenda. Second by Cook. Motion passed 5-0.**

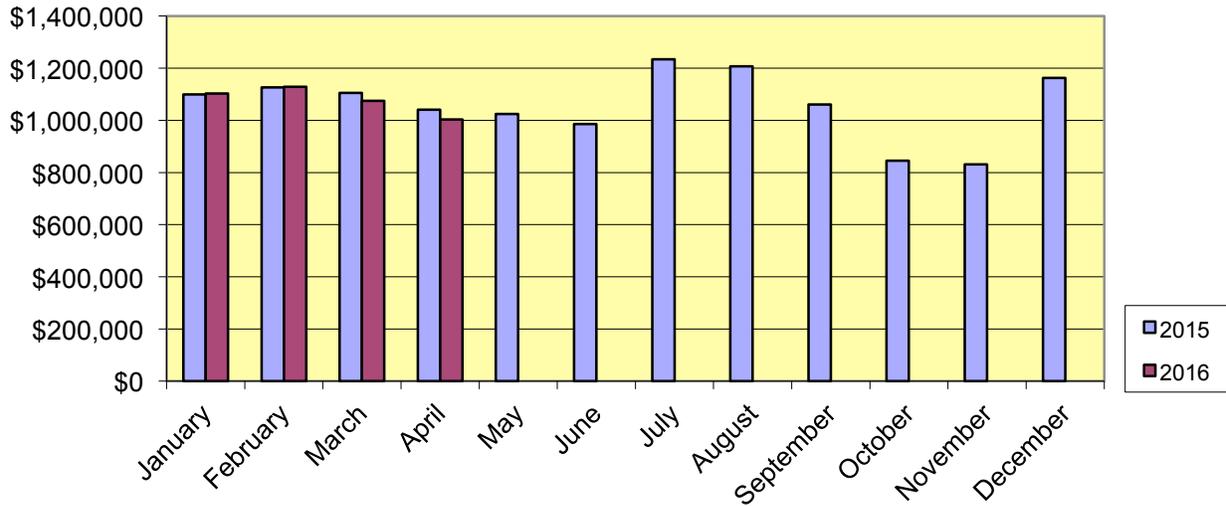
### 2. DISCUSS DEEPHAVEN SERVICES CONTRACT

The council discussed the Deephaven contract that will be placed on the June 1, 2016 city council agenda for approval.

### 3. ADJOURNMENT

**Motion by Quam to adjourn the worksession at 9:57pm. Second by Roy. Motion passed 5-0.**

### City of Greenwood Monthly Cash Summary



Month	2015	2016	Variance with Prior Month	Variance with Prior Year
January	\$1,100,038	\$1,103,197	-\$59,352	\$3,159
February	\$1,125,995	\$1,128,257	\$25,060	\$2,262
March	\$1,105,199	\$1,074,726	-\$53,531	-\$30,473
April	\$1,041,296	\$1,003,064	-\$71,662	-\$38,232
May	\$1,025,022	\$0	-\$1,003,064	-\$1,025,022
June	\$986,189	\$0	\$0	-\$986,189
July	\$1,234,400	\$0	\$0	-\$1,234,400
August	\$1,207,294	\$0	\$0	-\$1,207,294
September	\$1,061,011	\$0	\$0	-\$1,061,011
October	\$845,408	\$0	\$0	-\$845,408
November	\$831,317	\$0	\$0	-\$831,317
December	\$1,162,549	\$0	\$0	-\$1,162,549

Bridgewater Bank Money Market	\$375,021
Bridgewater Bank Checking	\$29,247
Beacon Bank CD	\$408,325
Beacon Bank Money Market	\$186,028
Beacon Bank Checking	\$4,443
	<b>\$1,003,064</b>

#### **ALLOCATION BY FUND**

General Fund	\$185,292
Special Project Fund	\$0
General Fund Designated for Parks	\$22,685
Bridge Capital Project Fund	\$147,173
Road Improvement Fund	\$183,316
Stormwater Fund	\$4,756
Sewer Enterprise Fund	\$374,622
Marina Enterprise Fund	\$85,220
	<b>\$1,003,064</b>

## GREENWOOD CERTIFICATES OF DEPOSIT

Report Date: 4/30/16

Acct #	Bank	Date	Term	Maturity	Rate	Amount
101-10408	Beacon Bank	04/05/15	13 month	05/05/16	0.70%	\$ 61,666.69
101-10411	Beacon Bank	06/22/15	13 month	07/22/16	0.60%	\$ 80,661.40
101-10409	Beacon Bank	08/05/15	13 month	09/05/16	0.60%	\$ 61,545.47
101-10412	Beacon Bank	10/22/15	13 month	11/22/16	0.60%	\$ 80,851.00
101-10410	Beacon Bank	12/06/15	13 month	01/06/17	0.60%	\$ 61,571.24
101-10407	Beacon Bank	02/04/16	13 month	03/04/17	0.60%	\$ 62,029.05
<b>TOTAL</b>						<b>\$ 408,324.85</b>

*CITY COUNCIL POLICY: 09-03-14 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.*

Check Issue Date(s): 05/01/2016 - 05/31/2016

Per	Date	Check No	Vendor No	Payee	Check GL Acct	Amount
05/16	05/03/2016	12525	10	AMERICAN SOLUTIONS FOR BUSINES	101-20100	100.54
05/16	05/03/2016	12526	9	CITY OF DEEPHAVEN	101-20100	8,198.72
05/16	05/03/2016	12527	822	ECM PUBLISHERS INC	101-20100	258.75
05/16	05/03/2016	12528	199	ELECTRIC PUMP	602-20100	5,006.24
05/16	05/03/2016	12529	850	KENNEDY, GRAVEN, CHARTERED	101-20100	362.96
05/16	05/03/2016	12530	867	RANDY'S ENVIRONMENTAL SERVICES	101-20100	1,628.25
05/16	05/03/2016	12531	38	SO LAKE MINNETONKA POLICE DEPT	101-20100	16,267.61
05/16	05/03/2016	12532	145	XCEL ENERGY	602-20100	163.58
05/16	05/24/2016	12533	51	BOLTON & MENK, INC.	101-20100	3,723.00
05/16	05/24/2016	12534	9	CITY OF DEEPHAVEN	101-20100	173.13
05/16	05/24/2016	12535	761	DEBRA KIND	101-20100	164.64
05/16	05/24/2016	12536	822	ECM PUBLISHERS INC	101-20100	189.75
05/16	05/24/2016	12537	199	ELECTRIC PUMP	602-20100	1,000.00
05/16	05/24/2016	12538	818	EXCELSIOR - LAKE MTKA CHAMBER	101-20100	1,500.00
05/16	05/24/2016	12539	819	FINANCE & COMMERCE INC	404-20100	185.23
05/16	05/24/2016	12540	68	GOPHER STATE ONE CALL	602-20100	65.25
05/16	05/24/2016	12541	3	KELLY LAW OFFICES	101-20100	1,500.00
05/16	05/24/2016	12542	841	LAW OFFICE GREGORY E KELLER PA	101-20100	379.50
05/16	05/24/2016	12543	105	METRO COUNCIL ENVIRO SERVICES	602-20100	3,203.41
05/16	05/24/2016	12544	868	ST ALBAN'S BAY	605-20100	5,000.00
05/16	05/24/2016	12545	145	XCEL ENERGY	101-20100	383.55
Totals:						<u>49,454.11</u>

Dated: \_\_\_\_\_

Mayor: \_\_\_\_\_

City Council: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

City Recorder: \_\_\_\_\_

Vendor	Vendor Name	Invoice No	Description	Inv Date	Net Inv Amt
<b>AMERICAN SOLUTIONS FOR BUSINES</b>					
10	AMERICAN SOLUTIONS FOR BU	INV02550870	ENVELOPES	04/18/2016	100.54
Total AMERICAN SOLUTIONS FOR BUSINES					100.54
<b>BOLTON &amp; MENK, INC.</b>					
51	BOLTON & MENK, INC.	0189774	2016 DEVELOPMENT REVIEW	04/30/2016	392.00
			2016 DEVELOPMENT REVIEW		152.00
		0189775	2016 MISC ENGINEERING	04/30/2016	60.00
		0189776	2016 SEWER IMPROVEMENTS	04/30/2016	972.00
		0189777	2016 STREET IMPROVEMENTS	04/30/2016	2,147.00
Total BOLTON & MENK, INC.					3,723.00
<b>CITY OF DEEPHAVEN</b>					
9	CITY OF DEEPHAVEN	APR 2016	ZONING	04/30/2016	228.13
			SIGNS (CREDIT)		55.00 -
		APRIL 2016	Clerk Services	05/01/2016	2,829.60
			STREET SWEEPING		2,371.00
			RENT & EQUIPMENT		487.45
			Postage		27.52
			COPIES		119.40
			SEWER		1,607.35
			SNOW PLOWING/SANDING/SALT		189.10
			STREETS		94.55
			PARK MAINTENANCE		94.55
			STORM SEWERS		378.20
Total CITY OF DEEPHAVEN					8,371.85
<b>DEBRA KIND</b>					
761	DEBRA KIND	051816	JOINT WK SESSION FOOD	05/18/2016	164.64
Total DEBRA KIND					164.64
<b>ECM PUBLISHERS INC</b>					
822	ECM PUBLISHERS INC	336457	LEGAL NOTICE	04/14/2016	80.50
		336458	LEGAL NOTICE	04/14/2016	97.75
		336459	LEGAL NOTICE	04/14/2016	80.50
		344599	LEGAL NOTICE	05/05/2016	51.75
		547207	LEGAL NOTICE	05/12/2016	138.00
Total ECM PUBLISHERS INC					448.50
<b>ELECTRIC PUMP</b>					
199	ELECTRIC PUMP	0057559-IN	LIFT STATION REPAIR	04/06/2016	1,846.94
		0057607-IN	LIFT STATION REPAIR	04/14/2016	3,159.30
		0057797-IN	LIFT STATION REPAIR	05/13/2016	1,000.00
Total ELECTRIC PUMP					6,006.24
<b>EXCELSIOR - LAKE MTKA CHAMBER</b>					
818	EXCELSIOR - LAKE MTKA CHAM	2016 JULY 4	JULY 4TH CONTRIBUTION	05/04/2016	1,500.00
Total EXCELSIOR - LAKE MTKA CHAMBER					1,500.00
<b>FINANCE &amp; COMMERCE INC</b>					
819	FINANCE & COMMERCE INC	742749058	CONSRUCTION BID	05/17/2016	185.23

Vendor	Vendor Name	Invoice No	Description	Inv Date	Net Inv Amt
Total FINANCE & COMMERCE INC					185.23
<b>GOPHER STATE ONE CALL</b>					
68	GOPHER STATE ONE CALL	6040403	Gopher State calls	04/30/2016	65.25
Total GOPHER STATE ONE CALL					65.25
<b>KELLY LAW OFFICES</b>					
3	KELLY LAW OFFICES	X425	GENERAL LEGAL	05/03/2016	1,500.00
Total KELLY LAW OFFICES					1,500.00
<b>KENNEDY, GRAVEN, CHARTERED</b>					
850	KENNEDY, GRAVEN, CHARTERED	MAR 31 2016	21200 MTKA BLVD SUBDIVISION	03/31/2016	362.96
Total KENNEDY, GRAVEN, CHARTERED					362.96
<b>LAW OFFICE GREGORY E KELLER PA</b>					
841	LAW OFFICE GREGORY E KELLER	051816	PROSECUTION BILL	05/18/2016	379.50
Total LAW OFFICE GREGORY E KELLER PA					379.50
<b>METRO COUNCIL ENVIRO SERVICES</b>					
105	METRO COUNCIL ENVIRO SERV	0001054990	Monthly wastewater Charge	05/03/2016	3,203.41
Total METRO COUNCIL ENVIRO SERVICES					3,203.41
<b>RANDY'S ENVIRONMENTAL SERVICES</b>					
867	RANDY'S ENVIRONMENTAL SEF	APR 2016	RECYCLING SERVICES	04/19/2016	1,628.25
Total RANDY'S ENVIRONMENTAL SERVICES					1,628.25
<b>SO LAKE MINNETONKA POLICE DEPT</b>					
38	SO LAKE MINNETONKA POLICE	APR 13 2016	COURT OVERTIME	04/13/2016	90.48
		APR 18 2016	Hennepin Co. Processing Fees	04/18/2016	102.55
		MAY 2016	2016 OPERATING BUDGET EXP	05/01/2016	16,074.58
Total SO LAKE MINNETONKA POLICE DEPT					16,267.61
<b>ST ALBAN'S BAY</b>					
868	ST ALBAN'S BAY	050516	INVASIVE SPECIES TREATMENT	05/05/2016	5,000.00
Total ST ALBAN'S BAY					5,000.00
<b>XCEL ENERGY</b>					
145	XCEL ENERGY	042516	SIREN	04/25/2016	4.00
			Sleepy Hollow Road *		8.64
			4925 MEADVILLE STREET *		8.64
			LIFT STATION #1		41.49
			LIFT STATION #2		30.60
			LIFT STATION #3		30.70
			LIFT STATION #4		39.51
		050316	Street Lights *	05/03/2016	383.55
Total XCEL ENERGY					547.13

Total Paid:	49,454.11
Total Unpaid:	<u>-</u>
Grand Total:	<u><u>49,454.11</u></u>

Pay Per Date	Jrnl	Check Date	Check Number	Payee	Emp No	Description	GL Account	Amount
06/01/16	PC	06/01/16	6011601	COOK, WILLIAM B.	37		001-10100	184.70
06/01/16	PC	06/01/16	6011602	Fletcher, Thomas M	33		001-10100	84.70
06/01/16	PC	06/01/16	6011603	Kind, Debra J.	34		001-10100	277.05
06/01/16	PC	06/01/16	6011604	Quam, Robert	32		001-10100	184.70
06/01/16	PC	06/01/16	6011605	ROY, ROBERT J.	38		001-10100	184.70
Grand Totals:								<u>915.85</u>

RESOLUTION NO 21-16

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GREENWOOD, MINNESOTA

**A RESOLUTION APPOINTING THE 2016 STATE PRIMARY AND GENERAL ELECTION JUDGES AND ESTABLISHING HENNEPIN COUNTY AS THE ABSENTEE BALLOT BOARD**

**WHEREAS**, Minnesota Election Laws 204B.21 requires the certification of Election Judges for the State Primary Election and General Election to be appointed by the governing body of the municipality at least 25 days before the election.

**WHEREAS**, the City of Greenwood has one voting precinct and the City Hall will serve as the absentee ballot center for the residents of Greenwood; and

**WHEREAS**, Minn. Statute Section 203B.121 stated that an Absentee Ballot Board must be established by the City to facilitate the absentee process for an upcoming election;

**NOW, THEREFORE BE IT RESOLVED** that the Greenwood City Council hereby appoints the individuals named below to officiate at the State Primary and General Elections:

Susan Allen	Mary Jo Newman
Kristi Conrad	Cynthia Paeper
Pam Canning	Cynthia Reeder
Marybeth Darusmont	Douglas Reeder
Jenifer Forst	Diane Shelgren
Janice Gray	Anne Spaeth
Bonnie Lane	Judith Spiegel
Patricia McGowan	Henry Wudlick

**BE IT FURTHER RESOLVED** the City Clerk is, with this, authorized to make substitutions and additions to the Election Judge Roster, as deemed necessary, in order to fill vacancies and meet party splits;

**BE IT FURTHER RESOLVED** Minn. Statute Section 204B.31 states payment of a wage for each hour spent performing election duties at the polling place and in attending sessions required for election judge training, plus mileage in the same amount as allowed pursuant to section 471.665, subd. 1 to conduct the 2016 Primary & General Election: Election Judges: \$9.00 per hour; Head Judges: \$9.50 per hour; Mileage: Set by City Council Resolution; and

**BE IT FURTHER RESOLVED** the Greenwood City Council also appoints City Election Officials and approves all members appointed to the Hennepin County Absentee Ballot Board as authorized under Minn. Stat. 204B.21, Subd. 2, under the direction of the Election Manager to serve as the Greenwood Absentee Ballot Board as required by Minn. Stat. 203B.121.

**PASSED** this \_\_\_ day of \_\_\_\_\_, 2016 by the city council of the city of Greenwood, Minnesota.

\_\_\_ AYES \_\_\_ NAYS

CITY OF GREENWOOD

By: \_\_\_\_\_  
Debra J. Kind, Mayor

Attest: \_\_\_\_\_  
Dana H. Young, City Clerk

RESOLUTION NO 22-16

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GREENWOOD, MINNESOTA

**A RESOLUTION DESIGNATING HENNEPIN COUNTY OR ITS DESIGNEE AS THE CENTRAL COUNT LOCATION, THE USE OF E-POLL BOOKS EQUIPMENT, AND FOR THE USE OF THE CENTRAL COUNTER 650 FOR ABSENTEE BALLOTS FOR THE 2016 STATE PRIMARY AND GENERAL ELECTIONS.**

**WHEREAS**, the passage of Session Laws Ch 194 (HF 3111) in the 2010 Minnesota legislative session provided for centralized processing and counting of absentee ballots in Minnesota counties and cities, and

**WHEREAS**, in order to permit the timely and effective processing and counting of absentee ballots, the City of Greenwood requires the use of an electronic central ballot counter, and

**WHEREAS**, Hennepin County has leased Elections Systems and Software Inc. Model 650 central ballot counters for the 2016 election season

**WHEREAS**, the Elections Systems and Software Inc. Model 650 central ballot counter has been approved by the secretary of state pursuant to Minnesota Statutes, Section 206.57, and

**WHEREAS**, pursuant to Minnesota Statutes, Section 206.58, subd. 1, the governing body of a municipality may provide for the use of an electronic voting system in one or more precincts and at all elections in the precincts, subject to approval by the county auditor, and

**WHEREAS**, the county auditor has approved the use of the Elections Systems and Software Inc. Model 650 central ballot counter in the precincts of Hennepin County,

**WHEREAS**, e-poll books have been purchased by Hennepin County and will be used in the 2016 Primary and General elections.

**NOW, THEREFORE BE IT RESOLVED** that the Greenwood City Council hereby designates Hennepin County or its designee as the central count location, the use of the DS200 voting equipment, the use of the Model 650 central ballot counter for all absentee ballots, and the use of e-poll books for voter check-in, identification and registration.

**PASSED** this \_\_\_ day of \_\_\_\_\_, 2016 by the city council of the city of Greenwood, Minnesota.

\_\_\_ AYES \_\_\_ NAYS

CITY OF GREENWOOD

By: \_\_\_\_\_  
Debra J. Kind, Mayor

Attest: \_\_\_\_\_  
Dana H. Young, City Clerk



**Agenda Number: 4B**

**Agenda Date: 06-01-16**

*Prepared by Deb Kind*

**Agenda Item:** City Engineer – 2016 Street Improvement Bid, County Aid Application, St. Alban's Bay Road Drainage, I/I Smoke Test Report

**Summary:** City Engineer Dave Martini will attend the 06-01-16 city council meeting to discuss the below topics.

2016 Street Improvement Bid: The full council packet and the online packet at [www.greenwoodmn.com](http://www.greenwoodmn.com) include a copy of Dave's cover letter and bid sheet. As of 04-31-16, the Road Improvement Fund balance is **\$183,316**.

County Aid to Municipalities: In 1957, Hennepin County established a County Aid to Municipalities (CAM) program to provide financial assistance for roadways and bridges to cities with populations under 5,000. Typically the funding is between **\$1,000** and **\$3,000** per year. The city must submit a project approval form to receive the funds

St. Alban's Bay Road Drainage Project: Dave will present bid information at the 06-01-16 meeting. As of 04-31-16, the Stormwater Fund balance is **\$4,756**. In addition, the Sewer Enterprise Fund balance is \$374,622 – minus \$250,000 goal balance = **\$124,622** "excess." Sewer Enterprise Fund money may be used for any city purpose, so the council could transfer money from this fund to the Stormwater Fund for the St. Alban's Bay Road Drainage Project if desired.

Inflow & Infiltration Smoke Test Report: The full council packet and the online packet at [www.greenwoodmn.com](http://www.greenwoodmn.com) include a copy of Dave's cover letter and the report with his recommendations.

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

1. I move the city council (1) awards the 2016 Street Improvement Project to the lowest bidder Midwest Asphalt for an amount of **\$146,916**; and (2) authorizes the city engineer to submit the project approval form to receive CAM funds for the city's 2016 road projects.
2. I move the city council (3) awards the St. Alban's Bay Road Drainage Project to the lowest bidder \_\_\_\_\_ in the amount of \$\_\_\_\_\_; (4) authorizes the city clerk to transfer \$\_\_\_\_\_ from the Sewer Fund to the Stormwater Fund for the St. Alban's Road Drainage Project.
3. I move the city council authorizes the city engineer to: (1) secure bids to raise and seal manholes and lift stations that were identified following June / July 2014 rain events and identified during smoke testing; (2) in accordance with the Metropolitan Council I/I Surcharge program, report activities performed in 2015 and update the required work plan for 2016; (3) secure bids for a trenchless rehabilitation project that includes CIPP Lining of the pipes near the waterline or known to have an invert below the normal water level of lake Minnetonka; and (4) secure bids for additional Inflow and Infiltration investigation to further direct the required work in the remaining years of the MCES I/I Workplan.
4. Do nothing or other motion.



# BOLTON & MENK, INC.

## Consulting Engineers & Surveyors

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

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

www.bolton-menk.com

May 24, 2016

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

RE: Bid Results for 2016 Street Improvements

Dear Mr. Quam:

Enclosed is the bid tab for the 2016 Street Improvements Project. The following is a summary of the bids:

Midwest Asphalt	\$146,916.00
Valley Paving	\$159,631.20
Buck Blacktop	\$183,079.00
Park Construction	\$198,401.55

The project includes the following scope of work:

- Resurfacing and drainage improvements on Covington Street between Fairview and Meadville Streets
- Pavement reclamation and paving on Minnetonka Blvd. between Meadville and West Street
- Pavement patching on St. Albans Bay Road
- Pavement markings for traffic calming on the west leg of Greenwood Circle, the south leg of Covington, and on Meadville Street.

I will be at the City Council meeting on June 1<sup>st</sup> to discuss the bids with the Council. Please let me know if you have questions or need additional information.

Sincerely,  
BOLTON & MENK, INC.

David P. Martini, P.E.  
Principal Engineer

**CITY OF GREENWOOD  
2016 STREET IMPROVEMENTS  
BID DATE: MAY 24, 2016 - 10:00 AM**

<b>CONTRACTOR</b>	<b>TOTAL AMOUNT BID</b>
MIDWEST ASPHALT	\$146,916.00
VALLEY PAVING	\$159,631.20
BUCK BLACKTOP	\$183,079.00
PARK CONSTRUCTION	\$198,401.55



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May 25, 2016

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

RE: Inflow & Infiltration Study

Dear Mr. Quam:

Attached is the Inflow & Infiltration Study that was completed this spring. The study details the results of the smoke testing that was completed last year and includes recommended actions. I will be at the City Council Meeting on June 1<sup>st</sup> to review the study with the Council.

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

Sincerely,  
BOLTON & MENK, INC.

David P. Martini, P.E.  
Principal Engineer



City of Greenwood, MN

# Inflow & Infiltration Study

## Smoke Testing Results & Recommendations

March, 2016

**Submitted by:**

Bolton & Menk, Inc.  
2638 Shadow Lane  
Suite 200  
Chaska, MN 55318  
P: 952.448.8838  
F: 952.448.8805

#### Executive Summary:

In August we held an open house and sent out notifications to residents in the areas where we were going to be performing the smoke testing. Smoke testing was performed over the course of one day on September 22, 2015. Smoke testing did not reveal any illegal cross connections or obvious breaks and points of inflow or infiltration in the areas we tested.

#### Public Engagement and Communications:

Mailings were sent to all the residents in the areas where the smoke testing was planned to be performed, because the smoke can enter residences if there are dry traps, or other illegal connections. These residents were invited to an open house held on August 6<sup>th</sup>, 2015. This open house was held from 5:00pm -7:00pm, and was well attended. We also took that opportunity to do some public education on the I & I problem and presented the smoke testing process and introduced the MCES I & I Surcharge program.

Public services including Fire and Police were engaged in the communication process in case emergency services were called.

#### Smoke Testing Process:

Smoke testing was originally planned for August 18-21, 2015. The testing was subsequently rescheduled to September due to weather. The second attempt on September 22, 2015 was successful.

Smoke testing was performed to locate connections to the system that could be contributing surface or ground water also known as clean water. Clean water in the sanitary sewer system is charged the same rate as sewage, even though no treatment is necessary and is subject to additional charges if the gallonage exceeds the threshold. This usually occurs during a precipitation event.

During the testing, smoke appeared at manholes in the system and at vent stacks (on the roof) of homes. This is an indication of a correctly connected sanitary sewer. Had we discovered an illegal connection Smoke may have appeared in rooms of homes, around the perimeter of homes or in open areas near the sewer lines. These are all indicators of potential sources of clean water and potential sewer problems.

The smoke used in this process is non-toxic and non-harmful, but it can be a minor irritant. At the open house we performed a short presentation on the process, showed examples of smoke testing as well as answered questions and received input from residents.

#### Smoke Testing Results:

Smoke testing did not reveal any illegal cross connections at residents. There were also no obvious breaks and points of inflow revealed by the smoke testing. Smoke was observed from many of the

manholes in the areas tested, which is an expected result for correctly operating sanitary sewer systems. There were 2 manholes that were indicated on the sanitary sewer map that we did not locate as part of the process, and those are in areas near the shoreline of the lake. The attached maps show the areas where smoke testing was performed and where we observed smoke from manholes as well as lift stations that need to be raised and sealed.

Recommended Actions:

1. The City should pursue the work proposed in the 2015 Manhole and Lift Station project, as a 2016 project.  
The manholes and lift stations that were identified during smoke testing, and following the precipitation events of June/July 2014 should be raised above the localized flood level and sealed from inflow. These includes Weeks Road LS, St Albans LS, and Meadville St LS.
2. In accordance with the Metropolitan Council I/I Surcharge program, Greenwood will be required to report activities performed in 2015 and update their required work plan for 2016. MCES has agreed to allow Greenwood to shift a portion of their required work from 2015 into 2016.
3. The City should pursue a trenchless rehabilitation project for 2016 that includes CIPP Lining of the pipes near the waterline or known to have an invert below the normal water level of lake Minnetonka
4. The City should consider additional Inflow and Infiltration investigation to further direct the required work in the remaining years of the MCES I/I Workplan

Attachments:

Appendix A - Maps of Smoke Testing Areas

Appendix B - 2015 I/I Community Response Form

# Appendix A



**Legend**

- Sanitary Sewer
- Smoke Testing Areas
- Parcel Boundary
- Municipal Boundary



**Smoke Testing**

**Figure 1.0**

March, 2016

Source:



**Legend**

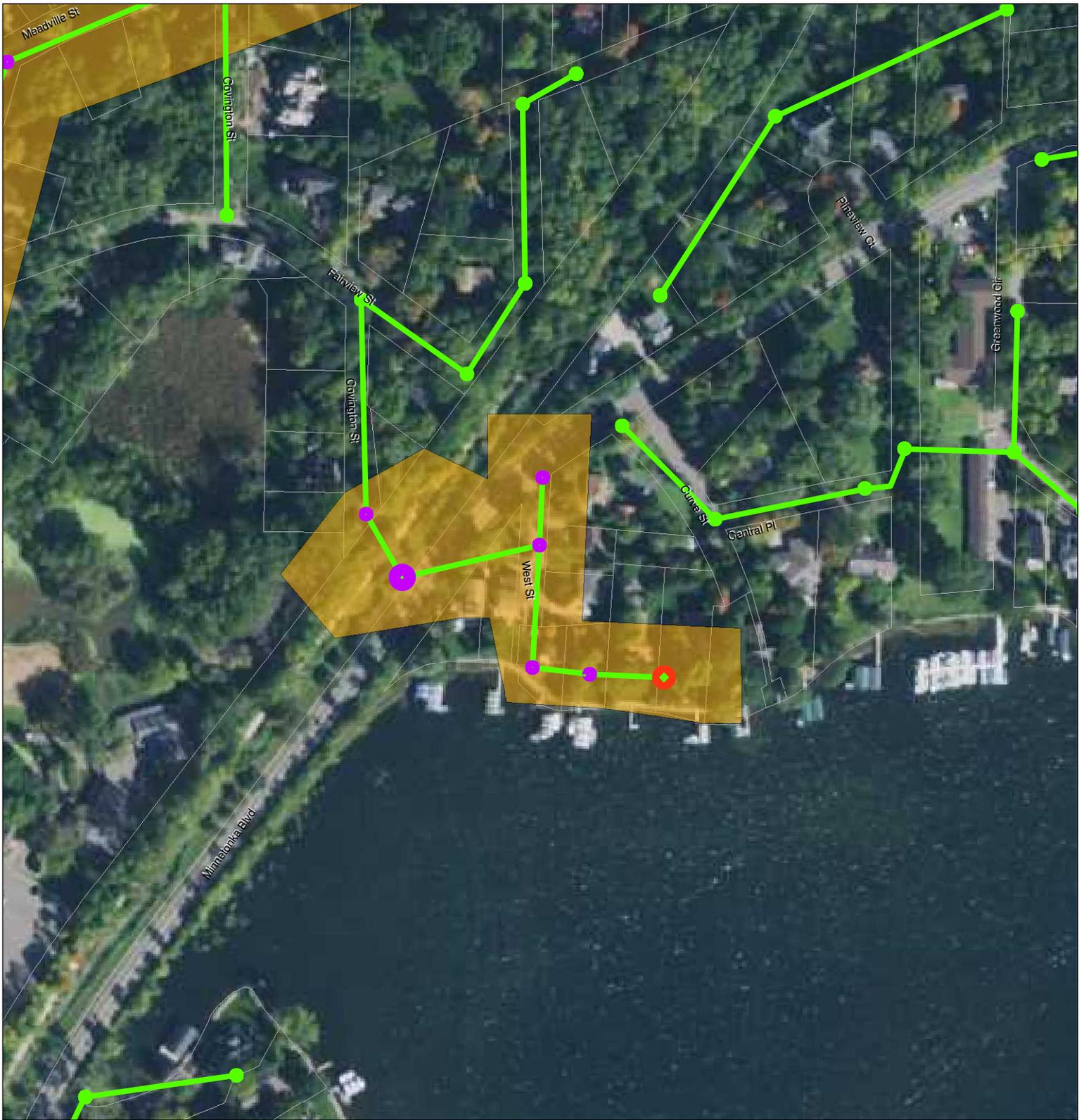
- Location Unknown
- Smoke Observed
- Sanitary Sewer
- Smoke Testing Areas



**Smoke Testing**

**Figure 2.3**  
March, 2016

Source:



**Legend**

-  Location Unknown
-  Smoke Observed
-  Sanitary Sewer
-  Smoke Testing Areas

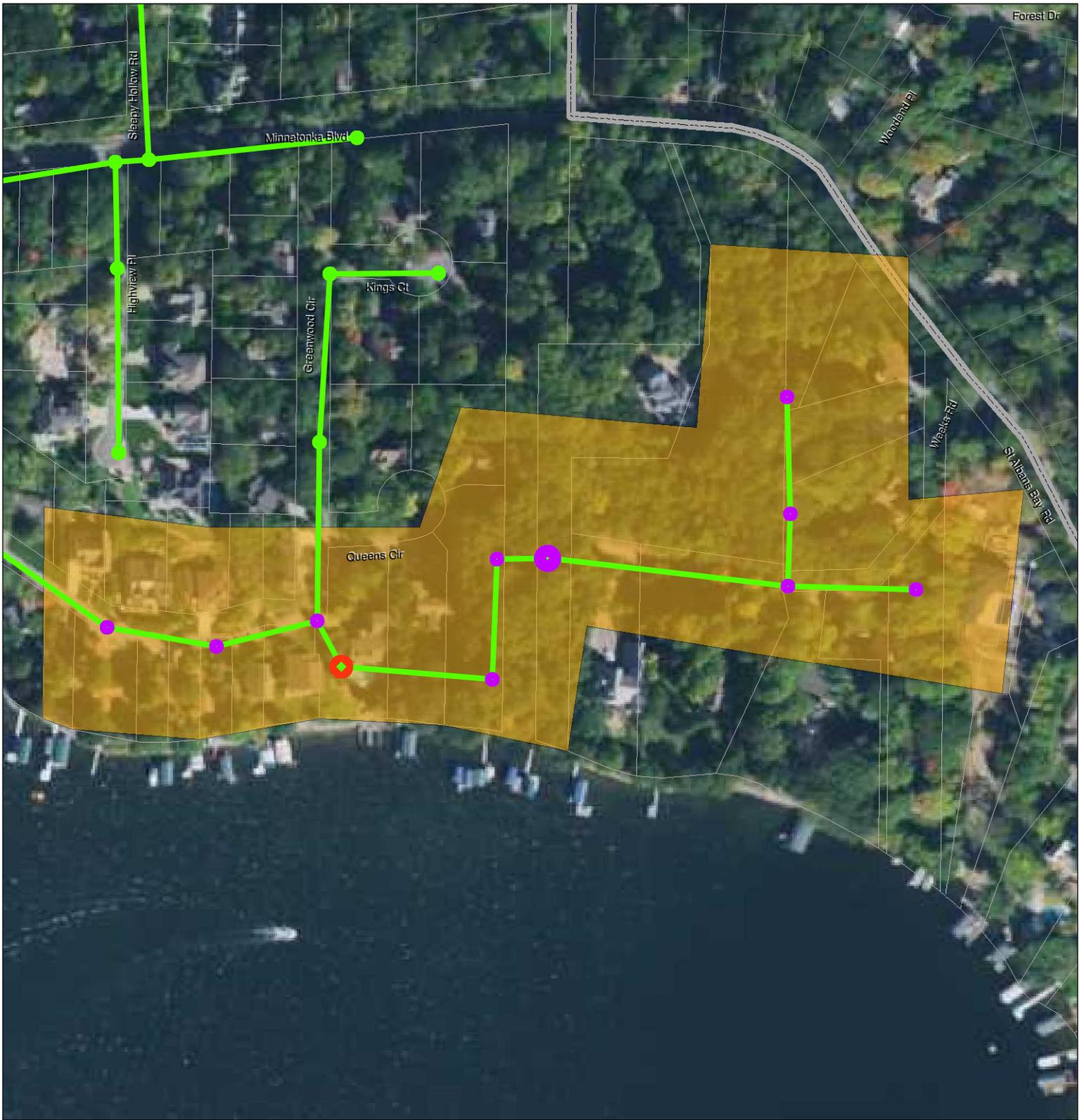


**Smoke Testing**

**Figure 2.4**

March, 2016

Source:



**Legend**

- Location Unknown
- Smoke Observed
- Sanitary Sewer
- Smoke Testing Areas



**Smoke Testing**

**Figure 2.5**  
March, 2016

Source:



0 300 Feet



**Legend**

- Location Unknown
- Smoke Observed
- Sanitary Sewer
- Smoke Testing Areas



**Smoke Testing**

**Figure 2.1**

March, 2016

Source:



**Legend**

- Location Unknown
- Smoke Observed
- Sanitary Sewer
- Smoke Testing Areas



**Smoke Testing**

Figure 2.2

March, 2016

Source:

# Appendix B

## 2015 I/I Program Year Community Response Form

This form is to be completed by communities that received an exceedance notification for Program year 2015. If a community chooses to be billed a surcharge, it must complete Part A. If a community chooses to perform mitigation work, it must complete Parts A and B. Send completed form and any supporting documentation to:

**Mail:** Rebecca Fabunmi  
Principal Engineer, Planning & Programs  
390 N. Robert Street  
St. Paul, MN 55101

**Fax:**  
Attn: Engineering Services  
(651) 602-1030

**Email:** rebecca.fabunmi@metc.state.mn.us

**Part A:**  Community chooses I/I Surcharge

Community chooses I/I Mitigation Work

**Community Name & Mailing Address:** City of Greenwood, MN 20225 Cottagewood Road  
Deephaven, MN 55331

**Part B: 2015 I/I Mitigation Work Value:** \$ 56,700

- a) **Public Facility Work:** Attach detailed description of the 2015 I/I reduction work. Include work completed in 2013 & 2014 look back period. Itemize type of work to be completed in 2015 on public sanitary sewer system and estimated or actual costs. MCES may request additional documentation to verify actual or planned expenditures. Include the percent of each project that is related to I/I mitigation.

**Summary of Costs (attach additional pages as needed):** See attached estimates for I/I  
Reduction Project, and I/I Study

- b) **Private Property Work:** Attach detailed description of community's inspection program for broken service laterals and illegal connections of sump pumps or passive drain tile(s). Complete number & value of work as indicated.

\_\_\_\_\_ **Sump pump disconnections:** \$150 per dwelling = \$ \_\_\_\_\_  
\_\_\_\_\_ **Foundation drain disconnections:** \$3,000 per building = \$ \_\_\_\_\_  
\_\_\_\_\_ **Rain leader disconnections:** \$100 per single family dwelling = \$ \_\_\_\_\_  
\_\_\_\_\_ **Rain leader disconnections:** \$3,000 per commercial dwelling = \$ \_\_\_\_\_  
\_\_\_\_\_ **Service lateral repairs:** \$5,000 per repair = \$ \_\_\_\_\_

**Describe Other Work:** N/A

**Total proposed for 2015:** \$ 56,700

**Total Proposed Look back (2013 + 2014):** \$ \_\_\_\_\_

Signature of City or Township Official/Title: David P. Martini

David Martini, PE, City Engineer

Date Signed: 10/17/14 Phone #: (952) 448-8838

# 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 Verifeds, 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](http://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](http://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](http://www.lmcc-tv.org) for 1 year, and on DVD at the city office (permanent archive).*

**CITY OF GREENWOOD  
2014 I/I REDUCTION GRANT APPLICATION  
CONSTRUCTION COST ESTIMATE**

**BMI PROJECT NO. C13.108948**

ITEM NO.	DESCRIPTION	EST. QUANTITY	UNIT	EST. UNIT PRICE	AMOUNT
1	WEEKS RD LIFT STATION - RAISE TOP, ADD CHIMNEY SEAL, REPLACE PUMP GUIDE PIPES, MODIFY ELECTRIC CONNECTION TO ALLOW RAISE, REDIRECT DRAINAGE & RESTORATION	1	EA	<u>\$15,000.00</u>	<u>\$15,000.00</u>
2	ST. ALBANS LIFT STATION - RAISE TOP, ADD CHIMNEY SEAL, REPLACE PUMP GUIDE PIPES, REDIRECT DRAINAGE AND RESTORATION	1	EA	<u>\$12,000.00</u>	<u>\$12,000.00</u>
3	MEADVILLE ST LIFT STATION - ADD CHIMNEY SEAL & RESTORATION	1	EA	<u>\$1,000.00</u>	<u>\$1,000.00</u>
4	MANHOLES - RECONSTRUCT ADJUSTING RINGS, RESET CASTING, ADD CHIMNEY SEAL AND STREET PATCHING	8	EA	<u>\$1,400.00</u>	<u>\$11,200.00</u>
5	MANHOLE CASTING WITH GASKETED COVER	4	EA	<u>\$700.00</u>	<u>\$2,800.00</u>
<b>ESTIMATED CONSTRUCTION COST:</b>					<b><u>\$42,000.00</u></b>
<b>25% ADMIN, ENGINEERING, &amp; CONTINGENCY:</b>					<b>\$10,500.00</b>
<b>TOTAL ESTIMATED PROJECT COST:</b>					<b><u><u>\$52,500.00</u></u></b>



**WEEKS ROAD LIFT STATION**



**ST ALBANS BAY LIFT STATION**



Agenda Number: **5A**

Agenda Date: **06-01-16**

*Prepared by Deb Kind*

**Agenda Item:** Public Hearing, Conduit Financing for Main Street School of Performing Arts

**Summary:** Jennifer Hansen, the Dorsey & Whitney attorney who represents Deephaven for conduit financing projects, contacted the Greenwood city clerk to see if Greenwood would be interested in a conduit financing opportunity for Main Street School of Performing Arts (MSSPA), currently located in Hopkins. MSSPA would like to relocate to the former Eagle Ridge Academy site at 7255 Flying Cloud Dr, Eden Prairie, MN 55344. The \$8-\$10 million project will be underwritten by Piper Jaffray. The terms would be the same as what would normally be done with Deephaven. The rate would 1/2 of 1 percent = \$40,000 to \$50,000 money to the city. There is no financial risk to the city. MSSPA would pay all of the costs including the city's costs for legal review.

06-01-16 at the Deephaven Council Chambers is the date and place fixed by administrative action for a public hearing to be held on the proposal that the city of Greenwood undertake financing on behalf of Main Street School of Performing Arts Affiliated Building Company, a Minnesota nonprofit corporation (the "Borrower"), pursuant to Minnesota Statutes, Sections 469.152 through 469.165. The city clerk has certified that an affidavit is on file at the office of the city clerk showing publication of the notice of public hearing on May 12, 2016 in the *Sun-Sailor*, the official newspaper of the city and a newspaper of general circulation in the city. The certification and other documents are located in section 8A of the full hard copy of the council packet and in the electronic packet available for viewing at [www.greenwoodmn.com](http://www.greenwoodmn.com). In addition, hundreds of pages of other related documents are available for viewing at city hall. As of the council packet deadline, no written comments have been received by the city.

Representatives from Dorsey & Whitney, the Main Street School of Performing Arts, and the underwriter (Piper Jaffray) will be at the 06-01-16 city council meeting to answer questions.

**Council Action:** Suggested motions for the public hearing ...

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



Agenda Number: **6A**

Agenda Date: **06-01-16**

Prepared by *Deb Kind*

**Agenda Item:** 2nd Reading Ord 255, Construction-Related Tree Cutting and Tree Preservation Plans and Res 23-16 Summary of Ord 255 for Publication

**Summary:** The council approved the 1st reading of the ordinance at the 05-04-16 meeting and discussed the ordinance further at the annual joint worksession with the planning commission on 05-18-16. The attached ordinance includes revisions that were discussed at the worksession.

**Timeline:**

~~03-16-16 Review of draft ordinance by city council.~~

~~04-06-16 Review of draft ordinance by city council.~~

~~04-07-16 Public hearing notice published in the Sun-Sailor.~~

~~04-20-16 Planning commission holds public hearing and makes a recommendation to the city council.~~

~~05-04-16 City council considers 1st reading of the ordinance (may make revisions/may waive 2nd reading).~~

06-01-16 City council considers 2nd reading of the ordinance (may make revisions).

06-02-16 The ordinance is submitted to the Sun-Sailor for publication.

06-09-16 The ordinance is published in the Sun-Sailor (goes into effect on this date).

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

1. I move that the city council approves the 2nd reading of ordinance 255 regarding tree preservation plans, as written.
2. I move that the city council approves the 2nd reading of ordinance 255 regarding tree preservation plans, with the following revisions: \_\_\_\_\_.
3. I move the city council approves resolution 23-15, a summary of ordinance 255 for publication.
4. Do nothing.

*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. The 2nd reading may be waived by a unanimous vote of city council members present at the meeting. 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.*

**AN ORDINANCE OF THE CITY OF GREENWOOD, MINNESOTA AMENDING GREENWOOD ORDINANCE CODE SECTION 1140.80 REGARDING TREE PRESERVATION**

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

**SECTION 1.**

Greenwood ordinance code sections 1140.80 is amended to read as follows:

**“Section 1140.80. Tree Preservation.**

Subd. 1. Public Purpose. The protection of the public welfare requires the preservation of an urban forest in and amongst the commercial buildings, homes, and streets of the city. Among the benefits of an urban forest are soil stabilization, control of water pollution, tempering noise, provision of a habitat for wildlife, and shade and beauty. Indiscriminate removal of trees deprive the community of these benefits. It is in the interest of the general public welfare, the city and its residents to prevent the indiscriminate removal of trees and the unregulated clearing of vegetation.

Subd. 2. General.

A. *Tree or Trees* as used herein includes:

- (1) A coniferous / evergreen tree, being a woody plant of at least 6 feet in height which at maturity is at least 12 feet or more in height, having foliage at the outermost portion of the branches year round; or
- (2) A deciduous tree, either hardwood or softwood, being a woody plant with a trunk of 3" diameter (9" circumference) or greater for hardwood, or 4" diameter (13" circumference) or greater for softwood, and which at maturity is at least 15 feet or more in height, having a defined crown and which loses leaves annually. The trunk diameter shall be measured at 48" above grade or at the top of the remaining stump if already cut or harvested.

B. *Hardwood Deciduous Tree* examples are Ash, Birch, Catalpa, Elm, Hickory, Ironwood, Maple (hard), Oak, and Walnut.

C. *Softwood Deciduous Tree* examples are Poplars, Aspen, Silver Maple, Basswood, and Willow.

D. *Significant Tree* is a healthy tree, measuring a minimum of 10" in diameter (31" circumference) or greater for hardwood deciduous trees, 14" in diameter (44" circumference) or greater for softwood deciduous trees, or 12" in diameter (38" circumference) or greater for conifer / evergreen trees. The trunk diameter of significant trees shall be measured at 48" above grade or at the top of the remaining stump if already cut or harvested.

E. *Noxious Trees* are Buckthorn, Sumac, Box Elder, Siberia Elm, Green Ash, Prickly Ash, and Cottonwood.

F. *A Tree Preservation Plan* is a plan which meets the requirements of subdivision 5 of this section.

G. *Intentional Harm* to a tree shall include the cutting, poisoning, damaging, killing, or causing of disease or other act intended to damage, disease, or kill a tree.

Subd. 3. Property Owner Restrictions on Cutting of Trees.

A. *Annual Permitted Tree Harvest* - No property owner or their employees, independent contractors, or agents, shall cut, kill, disease, or permit the killing or cutting or infection of significant trees (as defined in subdivision 2D above) upon their property in excess of the number listed on the below table in any 1 calendar year without a variance pursuant to section 1155 being first obtained. The removal of significant trees as listed on the below table in any 1 calendar year, shall constitute the “annual permitted tree harvest.”

Property size	Number of significant trees allowed to be removed in any 1 calendar year
Up to 1/4 acre (up to 10,890 sq ft)	1
1/4 acre+ to 1/2 acre (10,891 sq ft to 21,780 sq ft)	2
1/2 acre+ to 3/4 acre (21,781 sq ft to 32,670 sq ft)	3
3/4 acre+ to 1 acre (32,671 sq ft to 43,560)	4
Follow the same pattern for properties larger than 1 acre	

B. *Noxious Trees* may be cut or removed from property without limitation.

C. *Tree Trimming* - A property owner may trim an otherwise healthy tree in such a manner as to manage its growth, improve its appearance, or eliminate branches which encroach upon structures and improvements without permit first

obtained, provided, however, that such trimming does not cause the tree to become diseased or will likely cause the tree to die. In the event such trimming is likely to cause the tree to become diseased or die, such activity shall be counted against the property owner's "annual permitted tree harvest" per subdivision 3A.

Subd. 4. Construction-Related Tree Cutting Permits. If the improvement of property necessitates the removal of trees for construction purposes, property owners and / or developers subsequent to issuance of a valid building permit may cut trees from a specific property in accordance with the following provisions and limitations and conditions attached to such building permit:

- A. The property owner / developer shall be limited to the property owner's annual permitted tree harvest of 2 significant trees in any given calendar year for construction-related tree cutting / harvesting, unless a permit under this subdivision is issued based upon a tree preservation plan prepared by the applicant and submitted to the attention of the building official in conjunction with a building permit application. The building permit application or a zoning code review shall not be considered complete unless and until a tree preservation plan has been submitted by the property owner, developer, or its agent.
- B. *Limitations on Construction-Related Tree Cutting*.
  - (1) The city building official and / or the zoning administrator may impose restrictions on construction-related tree trimming or cutting:
    - (a) On a given property so as to preserve trees that would not otherwise need to be cut or harvested to permit access, grading, and construction-related activities;
    - (b) Of "significant trees" so as to preserve and protect same in the course of construction; and
    - (c) Significant trees lost in the course of access, grading, and construction-related activities be replaced in accordance with the tree replacement schedule per subdivision 7.
- C. *Construction-Related Tree Cutting / Trimming Permit Types*. The following construction-related tree cutting / trimming permits may be issued by the city:
  - (1) *Home Addition / Accessory Structure Construction*. In conjunction with an approved building permit to accommodate the expansion of an existing residence and / or the construction of an otherwise code permitted accessory structure, a property owner / developer may cut or remove up to 10% of the total diameter inches of trees on a property identified on a submitted tree preservation plan.
  - (2) *New Home Construction / General Property Development*. In conjunction with an approved building permit for a new home construction and / or the razing of an existing home and the construction of a new home thereat, a property owner / developer may cut or remove up to 20% of the total diameter inches of trees on a property identified on a submitted tree preservation plan.
- D. *Variance*. In the event planned construction activity would necessitate the cutting of more than 10% of total diameter inches of trees identified in the tree preservation plan in conjunction with a home addition or accessory structure construction, or more than 20% of total diameter inches of trees identified in the tree preservation plan in conjunction with a new home development or general development, a variance pursuant to section 1155 must be first obtained. The variance, if approved, shall be conditioned upon the planting of replacement trees in accordance with the tree replacement schedules of this code.

Subd. 5. Tree Preservation Plan Requirements. A tree preservation plan shall be prepared by a licensed land surveyor, civil engineer, arborist, landscape architect, or other person whose credentials are deemed acceptable by the city zoning administrator. Such tree preservation plan shall include the following:

- A. A map (scale not less than 1" to 30') designating all existing structures, roads, utilities, driveways, and illustrating by species:
  - (1) All deciduous trees (excluding noxious trees) on the property greater than
    - (a) 3 inches in diameter for hardwood trees, and
    - (b) 4 inches in diameter for softwood trees measured at 48" above grade; and
  - (2) All coniferous trees greater than 6 feet in height; and
  - (3) All significant trees (excluding noxious trees).
- B. A written inventory of all trees included in the tree preservation plan map by type, size, and species and an indication of the trees that would be at risk or will be lost to grading and construction activities.
- C. The tree preservation plan shall show how the remaining trees will be protected.

Subd. 6. Subdivision Approval - Tree Replacement. No simple subdivision or full plat subdivision shall be approved by the city council except on condition that:

- A. All “Significant Trees”; and
- B. All trees to be cut down in excess of the maximum permitted under subdivision 4 hereof for construction-related tree cutting permits shall be replaced in accordance with the tree replacement schedule below.

Subd. 7. Tree Replacement Schedule:

- A. Replacement Trees Size Categories Defined:

<b>Replacement Trees Size Categories Defined</b>			
	<b>Size of Replacement Trees Required Per Category</b>		
	<b>A</b>	<b>B</b>	<b>C</b>
Deciduous Trees	Not Less than 2" in diameter	Not Less than 2.5" in diameter	Not Less than 3" in diameter
Coniferous Trees	Not Less than 6' in height	Not Less than 8' in height	Not Less than 10' in height

- B. *Replacement of “Trees” or “Significant Trees.”* Where replacement of a tree or significant tree is required, the property owner, and their agent, shall be responsible for furnishing and planting the number and size of tree(s) identified in Category A, Category B, or Category C of the following schedules:

<b>Replacement of “Trees” or “Significant Trees”</b>					
	<b>Quantity of Replacement Trees Required Per Category</b>				
<b>Size of Tree Damaged or Destroyed</b>	<b>A</b>	<b>or</b>	<b>B</b>	<b>or</b>	<b>C</b>
Coniferous: 1-1/2" diameter but less than 6' tall	1		–		–
Coniferous: 6' to 12' tall	2		1		–
Coniferous: 12' to 24' tall	4		2		1
Coniferous: 24' or taller	8		4		2
Deciduous, Hardwood: 1-1/2 " to less than 6" diameter (5" to 18" circ.)	3		2		1
Deciduous, Hardwood: 6" to less than 10" diameter (19" to 30" circ.)	4		3		2
Deciduous, Hardwood: 10" to less than 20" diameter (31" to 62" circ.)	4		2		1
Deciduous, Hardwood: 20" diameter (63" circ.) or greater	8		4		2
Deciduous, Softwood: 1-1/2 " to less than 6" diameter (5" to 18" circ.)	3		2		1
Deciduous, Softwood: 6" to less than 14" diameter (19" to 43" circ.)	4		3		2
Deciduous, Softwood: 14" to less than 24" diameter (44" to 74" circ.)	4		2		1
Deciduous, Softwood: 24" diameter (75" circ.) or greater	8		4		2

- A. *Alternate Site.* In the event a property does not offer a reasonable site for planting of replacement trees on the property, the owner shall pay to the city the fair market value of each replacement tree required per the tree replacement schedule including installation costs as determined by the city’s zoning administrator.

- B. *Source of Replacement Trees.* Replacement trees shall consist of “certified nursery stock” or state inspected transplant stock as defined by Minnesota statutes chapter 18 as amended.
- C. *Tree Survival.* Replacement trees shall be chosen with consideration given to the available soil types and available space such as to accommodate the anticipated natural growth and survival of the replacement tree.

Subd. 8. Property Owner / Developer Warranties of Replacement Trees. The property owner shall warrant the survival of replacement trees planted pursuant to this ordinance for a term of 2 years from the date of planting. The property owner, their successors and assigns shall be responsible for the replanting of replacement trees which die during the 2 years following initial planting or replanting. The property owner shall be responsible to remove and restore any replacement tree that is not alive and healthy 2 years after the date that the replacement tree was planted, unless such tree was planted on public lands. In the event a dead or unhealthy tree is not replaced on 30-day written demand to the owner from the city, the property owner shall be subject to the process outlined in chapter 12 of this code book.

Subd. 9. Property Owner / Developer’s Security for Replacement Trees Planted. The owner shall provide security to the city for the performance of these obligations as follows:

- A. *Form.* Security may consist of a bond, letter of credit, or cash in such form and substance as shall be approved by the city clerk.
- B. *Amount of Security.* The amount of security until modified by subsequent city council resolution shall be 125% of the estimated cost to furnish and plant replacement trees as required in conjunction with any building permit. The estimated cost shall be at least as much as the reasonable amount charged by local nurseries for furnishing and planting of the requisite number of replacement trees. The estimated cost shall be at the sole discretion of the city.
- C. *Release of Security.* The security deposit shall be retained for the 2-year period from the date that the last replacement tree has been planted. Security may be released only to the party that made the deposit with the city, the city may retain such portion of the security deposit as is equal to the cost of:
  - (1) Removing dead and unhealthy trees and planting new replacement trees; or
  - (2) Replacing any tree on which protective fencing has been encroached upon.

Subd. 10. Construction-Related Tree Protection. The city, as a condition to the grant of any building or zoning code permit, may require protective fencing, mandate that no soil disturbance occur within city engineer specified distances from a significant tree or any other city specified tree, and mandate such other action as may be necessary to preserve a “significant tree” or other city specified tree.

Subd. 11. Enforcement.

- A. *Intentional Harm of Tree.* Intentional harm, in excess of the a) property’s permitted annual tree harvest; or b) a valid construction-related tree harvest shall constitute harvesting without a permit and subject the owner, and his agents, to the penalties provided hereunder.
- B. *Harvesting Without a Permit.* Harvesting without a permit is a misdemeanor and is subject to the process outlined in chapter 12 of this code book.
- C. Prohibitions on actions by a property owner extend to and are binding on the property owner’s heirs, administrators, successors, assigns, agents, invitees, guests, employees, and independent contractors. A general, or sub-contractor, engaged by a property owner shall, for the purpose of this ordinance, be considered an authorized agent of the property owner.

Subd. 12. Municipal Projects Tree Replacement in Conjunction with Public Improvement Projects. All public improvement projects conducted by the city shall be required to replace trees lost in the course of such public improvement projects in accordance with the tree replacement schedule.

Subd. 13. Ordinance Administration. The administration of this ordinance shall be through the offices of the city zoning administrator who shall have the authority to sign complaints of violation. Fees for permits hereunder shall be set by the city council from time to time and set forth in chapter 5 of this code book.

Subd. 14. Tree Contractor License Required. No person may conduct or offer commercial (service for hire) tree trimming or removal services in the city without first obtaining a tree contractor license. The license shall be issued on an annual basis and licensees must pay the fee and provide proof of insurance in the amounts set forth in chapter 5 of this code book. (THIS SUBD. ADDED JAN. 2012 ORD. 204, THIS PARAGRAPH ALSO INCLUDED IN SECTION 435.00)”

**SECTION 2.**

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

Enacted by the city council of Greenwood, Minnesota this \_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_ AYES \_\_\_\_ NAYS

CITY OF GREENWOOD

By: \_\_\_\_\_  
Debra J. Kind, Mayor

Attest: \_\_\_\_\_  
Dana H. Young, City Clerk

First reading: \_\_\_\_\_, 2016  
Second reading: \_\_\_\_\_, 2016  
Publication: \_\_\_\_\_, 2016

**RESOLUTION 23-16**

**A RESOLUTION APPROVING PUBLICATION  
OF ORDINANCE NUMBER 255 BY TITLE AND SUMMARY**

**WHEREAS**, on June 1, 2016 the city council of the city of Greenwood adopted "Ordinance 255 Amending Greenwood Ordinance Code Section 1140.80 Regarding Tree Preservation."

**WHEREAS**, the city council has prepared a summary of ordinance 255 as follows:

1. The purpose of this ordinance is to clarify the city's Tree Preservation regulations.
2. The ordinance specifies that noxious trees are Buckthorn, Sumac, Box Elder, Siberia Elm, Green Ash, Prickly Ash, and Cottonwood and that noxious trees may be removed without limitation.
3. The ordinance changes the "annual permitted tree harvest" from 2 significant trees to the following limitations based on the property size:

<b>Property size</b>	<b>Number of significant trees allowed to be removed in any 1 calendar year</b>
Up to 1/4 acre (up to 10,890 sq ft)	1
1/4 acre+ to 1/2 acre (10,891 sq ft to 21,780 sq ft)	2
1/2 acre+ to 3/4 acre (21,781 sq ft to 32,670 sq ft)	3
3/4 acre+ to 1 acre (32,671 sq ft to 43,560)	4
Follow the same pattern for properties larger than 1 acre	

4. The ordinance states that a variance is required to exceed limits in the above chart and removes the conditional use permit requirement for tree removal in the shore impact / bluff impact zones.
5. The ordinance states that a tree preservation plan shall be prepared by a licensed land surveyor, civil engineer, arborist, landscape architect, or other person whose credentials are deemed acceptable by the city zoning administrator. Such tree preservation plan shall include the following:
  - A. A map (scale not less than 1" to 30') designating all existing structures, roads, utilities, driveways, and illustrating by species:
    - (1) All deciduous trees (excluding noxious trees) on the property greater than
      - (a) 3 inches in diameter for hardwood trees, and
      - (b) 4 inches in diameter for softwood trees measured at 48" above grade; and
    - (2) All coniferous trees greater than 6 feet in height; and
    - (3) All significant trees (excluding noxious trees).
  - B. A written inventory of all trees included in the tree preservation plan map by type, size, and species and an indication of the trees that would be at risk or will be lost to grading and construction activities.
  - C. The tree preservation plan shall show how the remaining trees will be protected.

**NOW THEREFORE, IT IS HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF GREENWOOD:**

1. The city council finds that the above title and summary of ordinance 255 clearly informs the public of intent and effect of the ordinance.
2. The city clerk is directed to publish ordinance 255 by title and summary, pursuant to Minnesota statutes, section 412.191, subdivision 4.
3. A full copy of the ordinance is available at the Greenwood city office, 20225 Cottagewood Road, Deephaven, MN 55331.

**ADOPTED** by the city council of the city of Greenwood, Minnesota this \_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_ AYES \_\_\_ NAYS

CITY OF GREENWOOD

By: \_\_\_\_\_  
Debra J. Kind, Mayor

Attest: \_\_\_\_\_  
Dana H. Young, City Clerk

CITY OF GREENWOOD  
Debra J. Kind, Mayor  
Attest: Dana H. Young, City Clerk  
First reading: May 4, 2016  
Second reading: \_\_\_\_\_, 2016  
Publication: \_\_\_\_\_, 2016



**Agenda Item:** Consider Variance Request, Damian and Jennifer Novak, 20870 St Albans Green.

**Summary:** Damian and Jennifer Novak, homeowners at 20870 St Albans Green, are seeking a variance from the side yard setback requirements to build an addition onto their existing house.

	Front Setback	North Setback	West Setback	East Side Setback	Impervious Surface Area	Volume	Principal Structure Height
<b>Permitted/Required</b>	30	15'	35'	15'	30%	113,950 cf	28'
<b>Existing</b>	36'-6"	15'	39'	17'-1"	21.5%	unknown	unknown
<b>Proposed</b>	36'-6"	<b>10'-1"</b>	39'	17'-1"	21.6%	73,653 cf	25'

The proposal would expand the existing house by adding a 413 square foot addition. The home expansion would encroach 4 feet, 11 inches into the north setback.

While it can be debated whether or not this should be considered a side setback, the west yard meets the rear yard setback. The location of the house suggests the north setback was given the side yard setback when the house was constructed.

**Section 1120:15** of the Zoning Ordinance requires a minimum side yard setback of 15 feet. The applicant proposes a side yard setback of 10 feet, 1 inch for the proposed home addition. The proposal requires a variance of 4 feet, 11 inches from the side yard setback.

The existing home was built at an angle. The proposed addition starts 15 feet off of the property line, but because of how the house is angled, the addition gradually encroaches into the setback. If the house were originally built parallel to the property line, a variance would not be required.

The location of the addition is logical, based on the topography of the lot and the shape of the existing home. Placement of a similar sized addition on any other part of the property would encounter similar setback issues or face significant challenges based on topography. Further, it is the opinion of staff that due to the steep grade on the adjacent lot to the north, the encroachment will have minimal impacts on the neighboring property.

The addition is built over partially over existing hardcover, and some hardcover will be removed as a part of this project. Therefore, the project would only increase hardcover on the property 33 square feet. *(The planning commission requested updated hardcover calculations as a condition of approval. The survey included in this application is an updated version submitted by the applicant in an effort to meet the planning commission's request.)* The proposal is otherwise zoning code compliant in terms of height, structure volume, grading and tree preservation.

**Staff Recommendation:**

Staff recommends approval of the variance request of Damian and Jennifer Novak to encroach 4 feet, 11 inches from the minimum required side yard setback for the proposed home addition at 20870 St Albans Green, as presented.

Staff findings, based on the practical difficulty standards found in city code section 1155.10:

1. The variance, if granted, will be in harmony and keeping with the spirit and intent of the zoning ordinance because: The purpose and intent of the ordinance is to allow the orderly development and redevelopment of property within the city and when the ordinance standards cannot be met, it outlines the procedures to vary from these standards. The applicant is seeking to vary from the setback standards in order to complete an otherwise reasonably sized and zoning code compliant home addition that would not be possible due to the angle of the existing home, and the grading and layout of the lot.

2. The variance, if granted, will be consistent with the comprehensive plan's guiding use for the subject property in the applicable zoning because of the character of the proposed use is consistent with the applicable zoning.
3. Though the property owner's proposed *manner of use* of the property is not permitted by the zoning ordinance without a variance, the proposed *manner of use* is reasonable because: it maintains the single family nature of the property at a scope and scale consistent with the zoning standards. The addition is a relatively modest expansion and well below the allowable building volume limits for a property of this size.
4. The plight of the landowner-applicant is due to circumstances unique to the property and not created by the landowner because: The existing home was built at an angle. If the house were originally built parallel to the property line, a variance would not be required. Placement of a similar sized addition on any other part of the property would encounter similar setback issues or face significant challenges based on topography.
5. The variance, if granted, will not alter the essential character of the locality, because: the proposed expansion would remain consistent with the scope and scale of the surrounding properties.
6. The variance, if granted, will not:
  - a. Impair an adequate supply of light and air to adjacent property;
  - b. Unreasonably increase the congestion in the public street;
  - c. Increase the danger of fire or endanger the public safety; or
  - d. Unreasonably diminish or impair established property values within the neighborhood or in any way be contrary to the intent of this ordinance.

**Planning Commission Recommendation:** Motion by Bechtell to recommend that the city council approve the variance request as proposed, based on the findings of staff with the condition that the hardcover calculations be revised to accurately reflect what the city considers hardcover. Motion was seconded by Reeder. Motion carried 5-0.

**Key Dates:**

April 27, 2016	Application complete
May 5, 2016	Notice of Public Hearing published
May 18, 2016	Planning Commission Public Hearing
June 1, 2016	City Council Consideration
June 26, 2016	60-Day Deadline
August 25, 2016	120-Day Deadline (if necessary)

**City Council Action:** The city council must take action by 06-01-16 unless the council decides to exercise the city's option to take another 60 days to consider the request. Suggested motions ...

1. I move the city council adopts resolution 24-16 laying out the findings of fact **approving** the variance application of Damian and Jennifer Novak, 20870 St Albans Green as written. I further move that the council directs the city clerk to mail a copy of the findings to the applicant and the DNR, and place an Affidavit of Mailing for each of the mailings in the property file.
2. I move the city council adopts resolution 24-16 laying out the findings of fact **approving** the variance application of Damian and Jennifer Novak, 20870 St Albans Green with the following revisions: \_\_\_\_\_. I further move that the council directs the city clerk to mail a copy of the findings to the applicant and the DNR, and place an Affidavit of Mailing for each of the mailings in the property file.
3. I move the city council directs city staff to exercise the city's option to take 60 additional days to process the variance application of Damian and Jennifer Novak, 20870 St Albans Green by mailing written notice and placing an Affidavit of Mailing in the property file. The written notice shall state the reason for the extension is: \_\_\_\_\_.

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

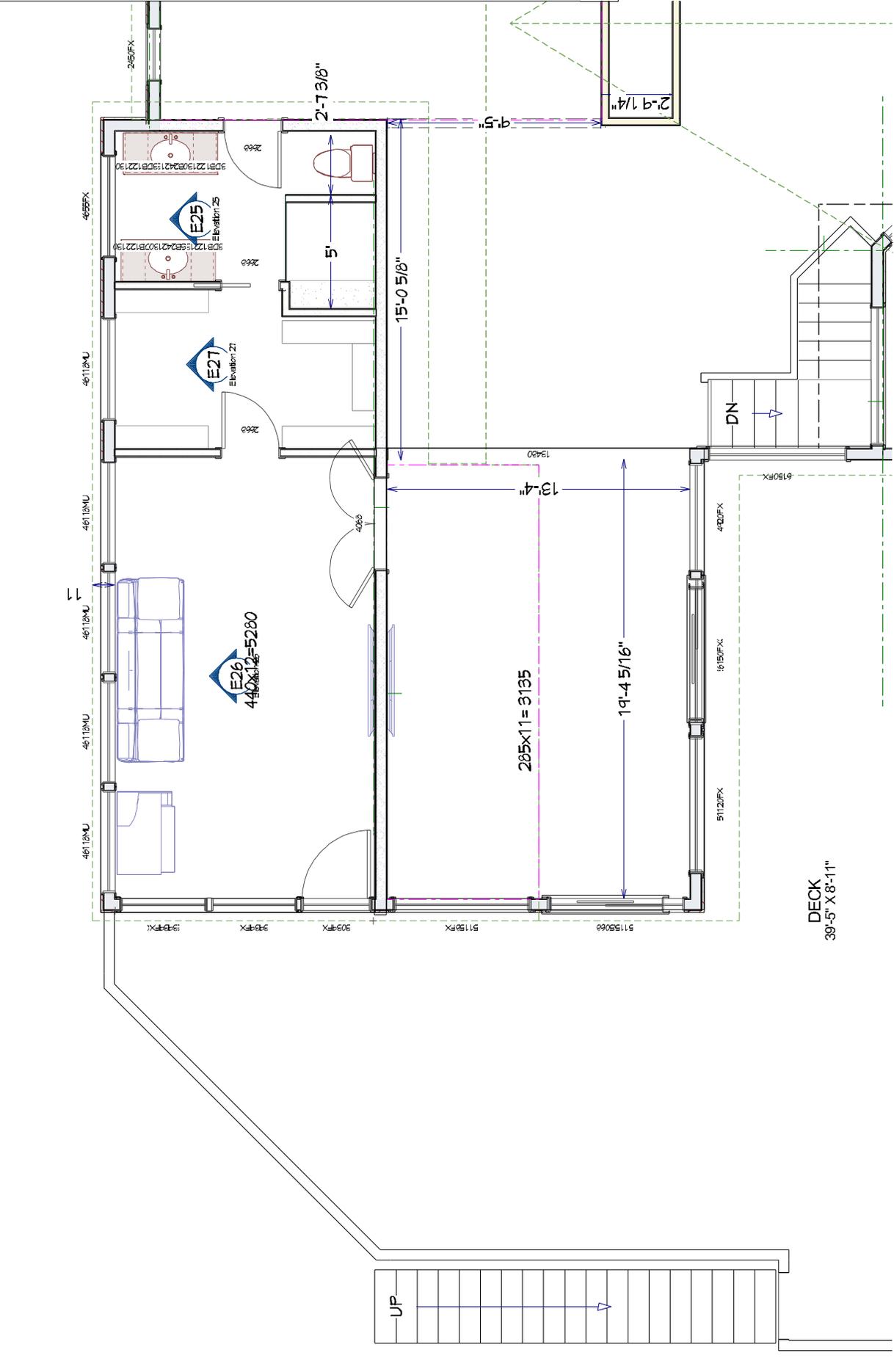








DATE: 4/21/16  
 DRAWN BY: Dave S.  
 Novak Residence  
 20870 Saint Albans Green  
 Greenwood, MN  
 Owner:  
 License # 3681  
 Est 1976  
 edgeworxbuilders.com  
 O: 952-368-3511  
 F: 952-401-3900  
 7210 Galpin Blvd • Excelsior, MN 55331



This plan shall remain the property of Edgeworx Builders, Inc. (EBI). Any reproduction or use of this plan without the written permission will not be allowed, and shall entitle EBI to all damages caused by such user including but not limited to: preparation and attorney's fees.



This plan shall remain the property of EdgeWork Builders, Inc. (EWB). Any reproduction or use of this plan without the written permission will not be allowed, and shall entitle EWB to all damages caused by such user. Nothing but not limited to: preparation and attorney's fees.

7210 Galpin Blvd • Excelsior, MN 55331

License # 3691  
Est. 1976  
edgeworkbuilders.com  
O: 952-368-3611  
F: 952-401-3900

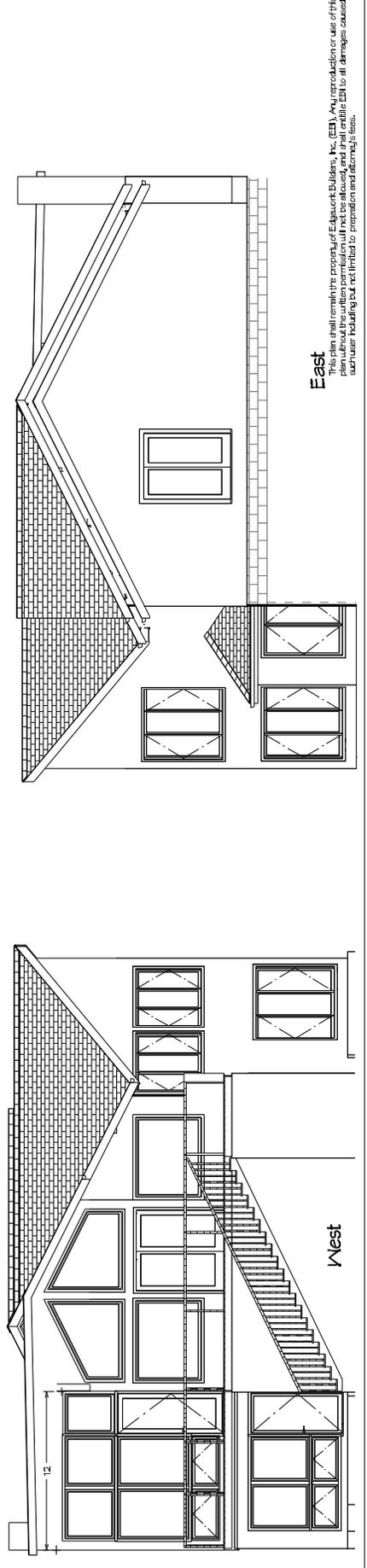
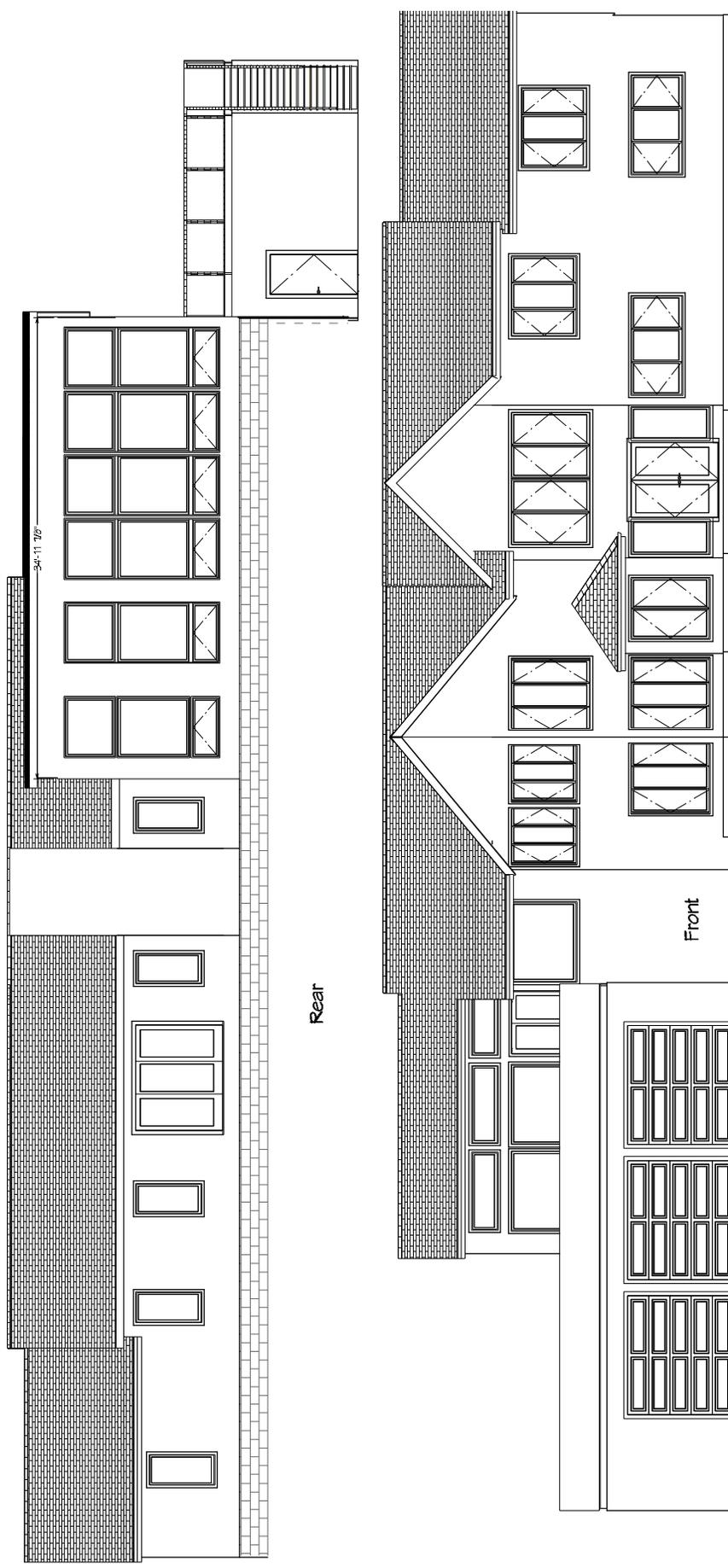
Owner:  
Novak Residence  
20870 Saint Albans Green  
Greenwood, MN

DATE: 4/21/16  
DRAWN BY: Dave S.



DATE: 4/21/16  
 DRAWN BY: Dave S.  
 Novak Residence  
 20870 Saint Albans Green  
 Greenwood, MN  
 Owner:  
 License # 3691  
 Est. 1976  
 edgeworkbuilders.com  
 O: 952-368-3511  
 F: 952-401-3900

7270 Galpin Blvd • Excelsior, MN 55331



**East**  
 This plan shall remain the property of Edgework Builders, Inc. (EBI). Any reproduction or use of this plan without the written permission will not be allowed, and shall entitle EBI to all damages caused by such user holding but not limited to: preparation and attorney's fees.

# Variance Application



Person completing form:  Property Owner  Builder / Architect  
 If you prefer to complete this form electronically, it is available at [www.greenwoodmn.com](http://www.greenwoodmn.com).

Date application submitted	4/20/16
Date application complete (office use only)	
Property address	20870 ST. ALBAN'S GREEN
Property identification number (PID)	26-17-23-44-0042
Property owner's current mailing address	20870 St Albans Green
Names of all property owners	Damian & Jennifer Neuk
Cell phone and email of property owner(s)	612-804-7771
Name of builder / architect (if any)	EDGEWORK BUILDERS, INC. - DAVID STOCKDALE
Company name of builder / architect	Edge Work
Cell phone and email of builder / architect	612-363-7747
Company address	720 GARPIN BLVD EXCELSIOR, MN. 55331
Present use of property	SFR
Property acreage	0.79 ACRES
Existing variances or conditional use permits	<input type="checkbox"/> No <input type="checkbox"/> Yes - please attach a copy
Request is for	<input type="checkbox"/> New Construction <input checked="" type="checkbox"/> Addition <input type="checkbox"/> Remodel <input type="checkbox"/> Replace
The variance(s) are being requested to (e.g. build a garden shed)	BUILD 2 STORY ADDITION

## Requested variance(s):

	Required*	Proposed	Difference
<input checked="" type="checkbox"/> Side Yard (feet)	15	10	5
<input type="checkbox"/> Front Yard (feet)			
<input type="checkbox"/> Rear Yard (feet)			
<input type="checkbox"/> Lake Setback (feet)			
<input type="checkbox"/> Building Height (feet)			
<input type="checkbox"/> Structure Height (feet)			
<input type="checkbox"/> Wetland Setback (feet)			
<input type="checkbox"/> Bluff Setback (feet)			
<input type="checkbox"/> Maximum Above Grade Building Volume (cubic feet)			
<input type="checkbox"/> Hardcover (percentage)			
<input type="checkbox"/> Other:			

\* See page 2 of the CUP & Variance Checklist document for the requirements for various zoning districts.

## Making your case for the grant of a variance

Per state law and city code section 1155 (view at city hall or at [www.greenwoodmn.com](http://www.greenwoodmn.com)) any persons may request variances from the literal provisions of the zoning ordinance, shoreland management district ordinance, wetland ordinance, and other applicable zoning regulations in instances where their strict enforcement would cause practical difficulties because of circumstances unique to the individual property under consideration. A variance shall only be permitted when it is in harmony with the purposes and intent of the ordinance and when the variances are consistent with the comprehensive plan. Variances may be granted when the applicant for the variance establishes that there are practical difficulties in complying with the zoning ordinance. Economic considerations alone shall not constitute practical difficulties.

"Practical difficulties," as used in connection with the granting of a variance, means:

- (a) that the property owner proposes to use the property in a reasonable manner not permitted by the zoning ordinance;
- (b) the plight of the landowner is due to circumstances unique to the property and not created by the landowner;
- (c) and the variance, if granted, will not alter the essential character of the locality.

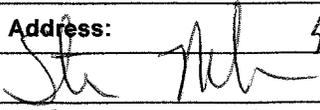
**Establishing a practical difficulty**

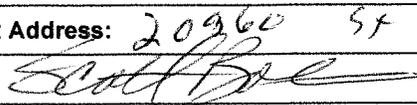
Please respond to each of the following questions. If you are unable to establish a "practical difficulty," please consider alternatives to your construction plans that may remove the need for a variance.

<p>Is the variance in harmony with the purposes and intent of the ordinance?</p>	<p><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No                  Please explain: WE ARE CONSCIOUSLY CONTAINING THE SPACE, + BLINDING NEW MATERIALS TO MERGE WITH EXISTING, WE ARE NOT INCREASING HARD COVER.</p>
<p>Is the variance consistent with the comprehensive plan?</p>	<p><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No                  Please explain: THERE IS A MINIMAL IMPACT ON THE ENVIRONMENT, &amp; THE VISUAL IMPACT FROM THE NEIGHBORS + LAKE VIEW IS VIRTUALLY NON-EXISTENT,</p>
<p>Does the proposal put the property to use in a reasonable manner?</p>	<p><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No                  Please explain:</p>
<p>Are there unique circumstances to the property not created by the landowner?</p>	<p><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No                  Please explain: CONTOURS +</p>
<p>Will the variance alter the essential character of the locality?</p>	<p><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No                  Please explain:</p>
<p>Will the variance impair an adequate supply of light and air to adjacent property?</p>	<p><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No                  Please explain:</p>
<p>Will the variance unreasonably increase the congestion in the public street?</p>	<p><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No                  Please explain:</p>
<p>Will the variance increase the danger of fire or endanger the public safety?</p>	<p><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No                  Please explain:</p>
<p>Will the variance unreasonably diminish or impair established property values within the neighborhood?</p>	<p><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No                  Please explain:</p>

Adjacent property owners acknowledgement: It is not required by ordinance, but applicants are highly encouraged to review plans with adjacent property owners and secure signatures in this section. Attach another page if there are more than 2 adjacent neighbors.

The undersigned acknowledges that we have reviewed the plans for the proposed improvements or proposed use of the property listed on page 1 of this document. We understand that by signing this acknowledgement, that we NOT being asked to declare approval or disapproval of the proposal, but merely are confirming for the city council that we are aware of the plans and that we understand that the proposed project requires city council approval.

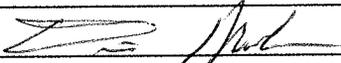
Neighbor #1 Address: 5110 Manor Rd	
Signature: 	Date: 4-19-16
Print Name: Steve Nelson	

Neighbor #2 Address: 20960 St Albans Green	
Signature: 	Date: 4-20-16
Print Name:	

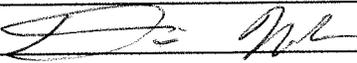
**The undersigned contacted the following regulatory bodies and will seek approvals if required:**

(1) Lake Minnetonka Conservation District 952.745.0789 (2) Minnehaha Creek Watershed District 952.471.0590

**Applicant's acknowledgement and signature(s):** The undersigned hereby submits this application for the described action by the city and is responsible for complying with all city requirements with regard to this request. This application should be processed in my name, and I am the party whom the city should contact about this application. The applicant certifies that the information supplied is true and correct to the best of their knowledge. The undersigned also acknowledges that before this request can be considered and / or approved, all required information and fees must be paid to the city, and if additional fees are required to cover costs incurred by the city, the city has the right to require additional payment from one or more of the undersigned, who shall be jointly liable for such fees. An incomplete application will delay processing and may necessitate rescheduling the review timeframe. The application timeline commences once an application is considered complete when all required information and fees are submitted to the city. The applicant recognizes that they are solely responsible for submitting a complete application and that upon failure to do so, recognizes city staff has no alternative but to reject the application until it is complete or to recommend denial regardless of its potential merit. A determination of completeness of the application shall be made within 10 business days of the application submittal. A written notice of application deficiencies shall be mailed to the applicant within 10 business days of application. I am the authorized person to make this application and the fee owner has also signed this application.

Signature: 	Date: 4/20/16
--	---------------

**Property owner's acknowledgement and signature:** The undersigned is the fee title owner of the page 1 described property. I acknowledge and agree to this application and further authorize reasonable entry onto the property by city staff, consultants, agents, planning commission members, and city council members for purposes of investigation and verification of this request.

Signature: 	Date: 4/20/16
--	---------------

Note: If the property owner is different than the applicant, signatures from both the applicant and the property owner are required.

Variance Fee (nonrefundable)	\$400
Shoreland Management Review Fee (nonrefundable)	\$200
<b>Total Amount Due (make check payable to the City of Greenwood)</b>	<b>\$600</b>

For Office Use Only	Fee Paid: <input type="checkbox"/> Cash <input checked="" type="checkbox"/> Check #:	Amount \$ 600.00
---------------------	--	------------------

Permit #	<b>FORM #5</b> Return this document to City Hall
Receipt #	



# Building Volume Compliance Form

If you prefer to complete this form electronically, it is available at [www.greenwoodmn.com](http://www.greenwoodmn.com).

Property Owner(s)	Damian and Jennifer Novak
Property Address	20870 Saint Albans Green

Person completing this form:  Property Owner  Builder / Architect

Per code section 1140.18 (view at [www.greenwoodmn.com](http://www.greenwoodmn.com) or at city hall), no lot in the residential zones of the city may be host to principal and accessory buildings and structures whose above grade building volume (expressed in cubic feet) is greater than the following maximums:

- (1) Lots of 7500 square feet or less in area may be host to buildings, structures, and accessory structures whose above grade building volume is not greater than a volume equal to 6 times the lot area.
  - (2) Lots between 7500 square feet and 15,000 square feet in area may be host to buildings, structures, and accessory structures whose above grade building volume is not greater than a volume equal to 42,000 cubic feet plus a volume of cubic feet equal to a figure 4 times (lot area minus 7500 square feet).
  - (3) Lots greater than 15,000 square feet in area may be host to buildings, structures, and accessory structures whose above grade building volume is not greater than a volume equal to 75,000 cubic feet plus a volume of cubic feet equal to a figure 2 times (lot area minus 15,000 square feet).
- Exclusions: All space above unroofed structures such as decks, patios, and wholly in-ground, at grade, pools with no exposed sides shall be excluded from the calculation of building volume.
  - Inclusions: Enclosed or unenclosed porches or porticos shall be included in the total volume of the building.
  - Building Perimeter Grade means the average of all elevation measurements taken off the finished grade or surface of the ground, sidewalk or paving around the perimeter of a building or structure at (a) points 5 feet distant and perpendicular to the building perimeter commencing at the most northerly corner thereof and thence clockwise at similarly situated points every 10 feet around the building perimeter, (b) the point of highest grade within 5 feet of the building perimeter and (c) the point of lowest grade within 5 feet of the building perimeter.

**Exemption for small projects:** The proposed improvements involve an area equal to 20% or less of the first floor of the principal structure, therefore I request the city zoning administrator waive the requirement to submit the additional survey requirements and the "above grade building volume" calculation.

<b>The "above grade building volume" calculation for the property is:</b>	<b>73,653 SF</b>
---	------------------

**Sworn Statement:** The undersigned hereby submits this "sworn statement" that the "above grade building volume" calculation is prepared in conformance with the provisions of code section 1140.18. In the event of inaccuracies, misstatements, incomplete information, or errors in the application and/or supporting materials, the city may issue stop work orders, or delay action on applications pending receipt of corrected or additional information. The undersigned assumes all risk of loss or expenses caused by any such deficiency, delay, or structural changes required to cause the structure to come into code compliance.

Signature		Date: 5/6/2016
Print Name	David A. Stockdale	

**As-Built Construction Statement (to be signed prior to a certificate of occupancy being issued):** The undersigned hereby submits this "sworn statement" and the attached as-built plans verifying the "above grade building volume" of the structure conforms to code section 1140.18.

Signature		Date:
Print Name		

Permit #	FORM #12 Return this document to City Hall
Receipt #	



# Shoreland Management Worksheet

If you prefer to complete this form electronically, it is available at [www.greenwoodmn.com](http://www.greenwoodmn.com).

Property Owner(s)	Damian Novak
Property Address	20970 St Albans Cir, Greenwood, MN 55331

Person completing this form:  Property Owner  Builder / Architect

Per the Construction Site Management ordinance (section 305.00 subd 2b) a Shoreland Management Worksheet is required for building projects \$10,000+. Per section 1176.03, subd. 3 & 10, a Shoreland Compliance Review is required for all properties within 1,000 feet of the Ordinary High Water Level of Lake Minnetonka (all properties in the city). Fee: \$200. Collected on Form #1.

The proposed project includes the following (check all that apply):

- Repair
- Improve
- Change or alter use of land
- Change size or shape of lot
- Erect a structure
- Expand impervious surface
- Install or maintain water line
- Install or maintain sewer line
- Grade or fill
- Remove vegetation
- Trim vegetation

Current lot size (square feet)	34,475
Proposed lot size (square feet)	34,475
Dimensions of proposed structure(s)	12x35
Total square footage of proposed structure(s)	840
Percent of existing hardcover	22.5%
Total hardcover including proposed hardcover	22.5%
Amount of fill to be added (cubic yards)	—
Amount of soil to be removed (cubic yards)	22 cy
Type and area of vegetation to be removed	—

The undersigned hereby certifies that the above information is true and correct to the best of his / her knowledge.

Signature		Date:	4/20/16
Print Name	Damian Novak		

Form Updated 10-27-14

n/20

Permit #	FORM #8 Return this document to City Hall
Receipt #	



# Grading Permit Application

This form becomes a "permit" when city staff issues a permit number. If you prefer to complete this form electronically, it is available at [www.greenwoodmn.com](http://www.greenwoodmn.com).

Property Owner(s)	Damian NOVAK
Property Address	20870 St Albans Grn, Greenwood, MN 55331

Person completing this form:  Grading Contractor  Property Owner  Builder / Architect  
 This sheet is accompanied by a **Building Permit Application (Form #1)**:  Yes (skip to section 2)  No (complete section 1)

## SECTION 1

Date Application Submitted	4/20/16
Property Owner's Mailing Address	20870 St Albans Grn, Greenwood, MN 55331
Property Owner's Phone Number	612-804-7771
Property Owner's Email	dtnovak@gmail.com
Contractor or Builder / Architect Name	EdgeWork / David Stockdale
Contractor or Builder / Architect Address	7510 Galpin Blvd, Excelsior, MN 55331
Contractor or Builder / Architect Phone	952-368-3511
Contractor or Builder / Architect Email	dazzlema@gmail.com

## SECTION 2

Total surface area to be moved, disturbed, cut, or filled (square feet)	360 SF 420 SF
Total volume of soil or earth to be moved, disturbed, cut, or filled (cubic feet)	78 CY 22 CY
Estimated start date	6/1/16

Work is required for:  Remodeling of an existing structure  Construction of a new structure  Other:

Work is due to circumstances not related to the land or existing drainage issues, but due to an election by the property owner to make an addition to a principal or accessory structure:  Yes  No

The average elevation of the land will increase / decrease by:  Less than 1ft  
 1ft or more in a 100+ sq ft area (city engineer approval required)  2ft or more in a 300+ sq ft area (variance required)

**Per code section 1140.19 subd 3, the following items must be submitted with this application:**

- (1) Survey (2) Stormwater Management Plan prepared by a civil engineer

The undersigned hereby submits this application (including a survey and Stormwater Management Plan) for a grading permit and certifies the information provided on this permit application is true and correct to the best of my knowledge. The property owner(s) listed above are the sole fee title owner(s) of the described property; information provided on this application and submitted documents is true, complete and accurate; if the application is approved, the work will be in accordance with the application and city code section 1140.19 (view at [www.greenwoodmn.com](http://www.greenwoodmn.com) or at city hall).

Signature		Date: 4/20/16
Print Name	Damian Novak	

This section completed if grading is NOT in conjunction with a building permit:

For Office Use Only	Fee Amount \$	Fee Paid: <input type="checkbox"/> Cash <input type="checkbox"/> Check #	Date Pmt Received:
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## Dale Cooney

---

Dale,

I have completed review of the information submitted. Following are my comments for City consideration:

1. Existing drainage patterns will be maintained with the proposed improvements. Runoff will continue to drain west along the north property line towards Lake Minnetonka.
2. Proposed grading does not increase or decrease elevation by more than 2' in an area greater than 300 square feet, so no land alteration variance should be required.
3. Perimeter siltfence should be installed by the Contractor and inspected by the City prior to any other work. Contractor must provide minimum 24 hour notice prior to inspection.
4. Contractor must exercise care during construction to not block traffic on St. Alban's Green. Clear drive lanes must be maintained at all times. All vehicles and equipment should be parked on site during construction.
5. The applicant will be required to obtain a Minnehaha Creek Watershed District permit for their Erosion Control rule. A copy of the permit should be provided to the City conditional to final approval.

If you have any questions or comments, please contact me to discuss.

Thanks,

**Robert E. Bean, Jr, P.E.**

**LEED Green Assoc.**

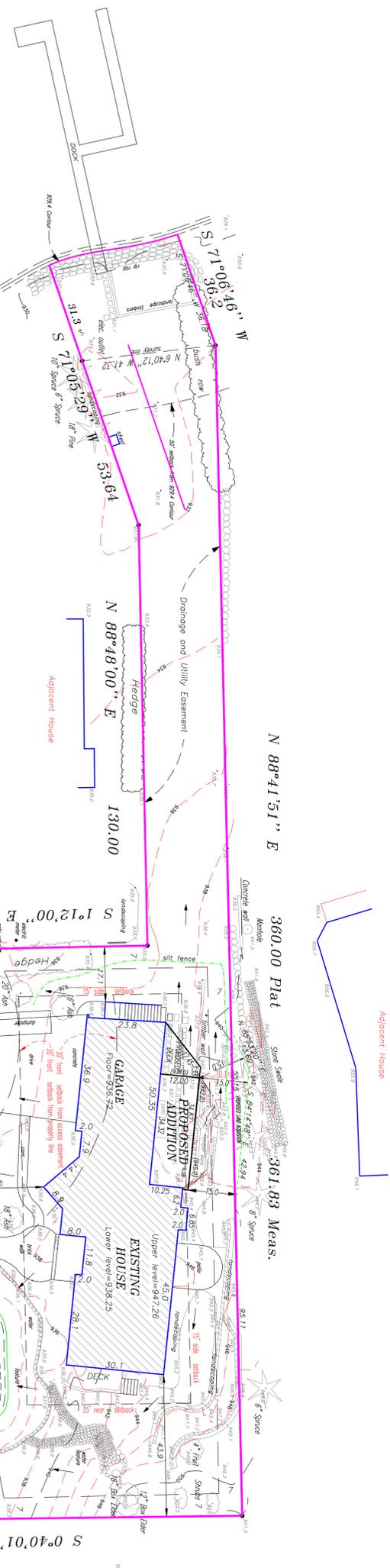
**Bolton & Menk, Inc.**

P:(952) 448-8838, ext 2892

F:(952) 448-8805

email: [bobbe@bolton-menk.com](mailto:bobbe@bolton-menk.com)





**LAKE MINNETONKA**  
**ST. ALBANS BAY**

Water Elev. 4/11/2016 = 929.02

**EXISTING HARDCOVER**

Building	3,306 Sq.Ft.
Water Features	1,823 Sq.Ft.
Conc. Walks & Drive	1,861 Sq.Ft.
Landscaping	420 Sq.Ft.
<b>Total Hardcover</b>	<b>7,410 Sq.Ft.</b>
Lot Area	34,475 Sq.Ft.
% of Hardcover	21.5 %

**PROPOSED HARDCOVER**

Building	3,719 Sq.Ft.
Water Features	1,823 Sq.Ft.
Conc. Walks & Drive	1,621 Sq.Ft.
Landscaping	280 Sq.Ft.
<b>Total Hardcover</b>	<b>7,443 Sq.Ft.</b>
Lot Area	34,475 Sq.Ft.
% of Hardcover	21.6 %

**Volume total:**

Lower Level:	31,968 CF
Main Level:	28,377 CF
Attic:	13,308 CF
<b>Total:</b>	<b>73,653 CF</b>

Revised: 4/26/16 misc city comments  
Revised: 5/24/16 edit hardcover

- \* symbol will be replaced by concrete wall
- o Demolish proposed structure
- o Demolish existing structure
- x 0000 Demolish existing elev.
- (0000) Demolish proposed elev.
- Demolish surface drainage

**DENMARS-GABRIEL**  
**LAND SURVEYORS, INC.**  
6875 Washington Ave., So.  
Suite 209  
Edina, MN 55439  
Phone: (763) 559-0908  
Fax: (952) 767-0490

I hereby certify that this survey, plan or report was prepared by me or under my direct supervision and that I am a duly Registered Land Surveyor under the Laws of the State of Minnesota.  
David E. Crook  
Date: April 14, 2016

File No.	13567
Book-Page	
Scale	1"=20'

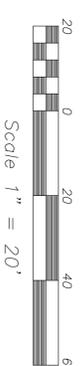
**CERTIFICATE OF SURVEY**

PREPARED FOR:

**DAMIAN NOVAK**  
OF  
Lot 4, Block 1, ST. ALBANS GREEN 2ND ADDN.

SITE ADDRESS:  
20870 St. Albans Green  
GREENWOOD, MN 55331

Lot Area  
34,475 Sq.Ft.  
0.79 Acres



RESOLUTION NO 24-16

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

APPROVING

IN RE: The application of Damian and Jennifer Novak, 20870 St Albans Green for a variance from Greenwood ordinance code section 1120.15 to encroach into the minimum side yard setback for the construction of a house addition.

WHEREAS, Damian and Jennifer Novak, are the owners of property commonly known as 20870 St Albans Green, Greenwood, Minnesota 55331 (PID No. 26-117-23-44-0042) being real property in Hennepin County, Minnesota and legally described as follows:

LOT 004, BLOCK 001, ST ALBANS GREEN 2ND ADDITION

WHEREAS, application was made for a variance to section 1120.15 to permit construction of a home addition that encroaches into the minimum required side yard setback by 4 feet, 11 inches; and

WHEREAS, notice of a public hearing was published, notice given to neighboring property owners, and a public hearing was held before the planning commission to consider the application; and

WHEREAS, public comment was taken at the public hearing before the planning commission on May 18, 2016; and

WHEREAS, the city council of the city of Greenwood has received the staff report, the recommendation of the planning commission, and considered the application, the comments of the applicant and the comments of the public.

NOW, THEREFORE, the city council of the city of Greenwood, Minnesota acting as the Board of Appeals & Adjustments does hereby make the following:

FINDINGS OF FACT

- 1. That the real property located at 20870 St Albans Green, Greenwood, Minnesota 55331 (PID No. 26-117-23-44-0042) is a single-family lot of record located within the R1A district.
- 2. The applicant proposes to construct a home addition that encroaches into the minimum required side yard setback by 4 feet, 11 inches.

Greenwood ordinance code section 1120.15 states, "Subject to the provisions of section 1176 et seq., the following front, side, rear, and lake yard setbacks shall be considered as minimum standards for buildings:

Land Use	Front Yard	Side Yard	Exterior Side Yard (Corner Lot)	Rear Yard	Lake Yard
Single-Family Principal Structure	30 feet	15 feet	30 feet	35 feet	50 feet
Municipal Park Equipment & Buildings	50 feet	50 feet	50 feet	50 feet	Not Allowed
Public & Private Utilities	50 feet	100 feet	50 feet	100 feet	100 feet
Accessory Structures	See section 1140.10 for Accessory Structures and Uses (primary and secondary) Setbacks and General Regulations				

- 3. Greenwood ordinance section 1155.10, subd 4, 5 & 6 states:

"Subd. 4. Practical Difficulties Standard. "Practical difficulties," as used in connection with the granting of a variance, means:

- (a) that the property owner proposes to use the property in a reasonable manner not permitted by the zoning ordinance;
- (b) the plight of the landowner is due to circumstances unique to the property and not created by the landowner;
- (c) and the variance, if granted, will not alter the essential character of the locality

Economic considerations alone shall not constitute practical difficulties.

Subd. 5. Findings. The board, in considering all requests for a variance, shall adopt findings addressing the following questions:

- (a) Is the variance in harmony with the purposes and intent of the ordinance?
- (b) Is the variance consistent with the comprehensive plan?
- (c) Does the proposal put property to use in a reasonable manner?
- (d) Are there unique circumstances to the property not created by the landowner?
- (e) Will the variance, if granted, alter the essential character of the locality?

Subd. 6. Practical Difficulties Considerations. When determining reasonable manner or essential character, the board will consider, but will not be limited to, the following:

- (a) Impair an adequate supply of light and air to adjacent property.
- (b) Unreasonably increase the congestion in the public street.
- (c) Increase the danger of fire or endanger the public safety.
- (d) Unreasonably diminish or impair established property values within the neighborhood or in any way be contrary to the intent of this ordinance."

4. The applicant asserts that the proposed variance request complies with the practical difficulties standards in Greenwood ordinance section 1155.10, subd 4, 5, & 6.

5. The planning commission discussed the variance request and on a 5-0 vote recommended the council accept the recommendation and findings of staff to approve the application of Damian and Jennifer Novak for the variance to encroach 4 feet, 11 inches into the minimum required side yard setback for the property located 20870 St Albans Green, as presented. The proposal meets the practical difficulties standards outlined in section 1155.10(4) in that:

- a) The variance, if granted, will be in harmony and keeping with the spirit and intent of the zoning ordinance because the applicant is seeking to vary from the setback standards in order to complete an otherwise reasonably sized and zoning code compliant home addition that would not be possible due to the angle of the existing home, and the grading and layout of the lot.
- b) The variance, if granted, will be consistent with the comprehensive plan's guiding use for the subject property in the applicable zoning because of the character of the proposed use is consistent with the applicable zoning.
- c) Though the property owner's proposed *manner of use* of the property is not permitted by the zoning ordinance without a variance, the proposed *manner of use* is reasonable because: it maintains the single family nature of the property at a scope and scale consistent with the zoning standards.
- d) The plight of the landowner-applicant is due to circumstances unique to the property and not created by the landowner because the existing home was built on an angle; if the house were originally built parallel to the property line, a variance would not be required. Placement of a similar sized addition on any other part of the property would encounter similar setback issues or face significant challenges based on topography.
- e) The variance, if granted, will not alter the essential character of the locality, because: the proposed expansion would remain consistent with the scope and scale of the surrounding properties.

6. Based on the foregoing, the city council determined that variance request:

- (a) Complies with the practical difficulties standards in Greenwood ordinance section 1155.10, subd 4, 5, & 6.

And the city council has determined that the following conditions should be imposed on any variance grant:

- (a) The project must be completed according to the specifications and design requirements in the submitted plans.
- (b) A certified copy of this resolution shall be filed by the applicants with the Hennepin County Register of Titles and proof of filing provided to the city of Greenwood before any permits may issue or the project commence.

7. Subject to the stated conditions, the variance, if granted, will be in harmony with the purpose and intent of the zoning ordinance and may be granted.

### CONCLUSIONS OF LAW

Based upon the foregoing findings of fact, the city council acting as the Board of Appeals & Adjustments makes the following conclusions of law:

The applicant has made an adequate demonstration of facts meeting the standards of section 1155.10 necessary for the grant of a variance and therefore:

A. A variance to section 1120.15 to encroach 4 feet, 11 inches into the minimum required side yard setback should be granted.

**NOW, THEREFORE, BE IT RESOLVED** by the city council of the city of Greenwood, Minnesota acting as the Board of Appeals & Adjustments:

That the application of Damian and Jennifer Novak 20870 St Albans Green, Greenwood, Minnesota 55331 (PID No. 26-117-23-44-0042) for:

A. A variance to section 1120.15 to encroach 4 feet, 11 inches into the minimum required side yard setback is APPROVED with the following conditions:

- (a) The project must be completed according to the specifications and design requirements in the submitted plans.
- (b) A certified copy of this resolution shall be filed by the applicants with the Hennepin County Register of Titles and proof of filing provided to the city of Greenwood before any permits may issue or the project commence.

**PASSED** this \_\_\_ day of \_\_\_\_\_, 2016 by the city council of the city of Greenwood, Minnesota acting as the Board of Appeals & Adjustments for the city of Greenwood, Minnesota.

\_\_\_ AYES \_\_\_ NAYS

CITY OF GREENWOOD

By: \_\_\_\_\_  
Debra J. Kind, Mayor

Attest: \_\_\_\_\_  
Dana H. Young, City Clerk



**Agenda Number: 8A**

**Agenda Date: 06-01-16**

*Prepared by Deb Kind*

**Agenda Item:** Consider Res 25-16, Authorizing Issuance and Sale of Charter School Lease Revenue Bonds for Main Street School of Performing Arts

**Summary:** Jennifer Hansen, the Dorsey & Whitney attorney who represents Deephaven for conduit financing projects, contacted the Greenwood city clerk to see if Greenwood would be interested in a conduit financing opportunity for Main Street School of Performing Arts (MSSPA), currently located in Hopkins. MSSPA would like to relocate to the former Eagle Ridge Academy site at 7255 Flying Cloud Dr, Eden Prairie, MN 55344. The \$8-\$10 million project will be underwritten by Piper Jaffray. The terms would be the same as what would normally be done with Deephaven. The rate would 1/2 of 1 percent = \$40,000 to \$50,000 money to the city. There is no financial risk to the city. MSSPA would pay all of the costs including the city's costs for legal review. The city clerk recommends the city council appoint Jennifer Hansen to represent the city regarding conduit financing projects. The public hearing information was published by administrative action. The certification of the public hearing affidavit and other documents are attached in the full hard copy of the council packet and in the electronic packet available for viewing at [www.greenwoodmn.com](http://www.greenwoodmn.com). In addition, hundreds of pages of other related documents are available for viewing at city hall.

Representatives from Dorsey & Whitney, the Main Street School of Performing Arts, and the underwriter (Piper Jaffray) will be at the 06-01-16 city council meeting to answer questions.

**Council Action:** Suggested motions for the public hearing ...

1. I move the council adopts resolution 25-16, authorizing issuance and sale of charter school lease revenue bonds for Main Street School of Performing Arts, and directs the city clerk to complete a certification of minutes relating to the project.
2. I move the city council appoints Jennifer Hansen of Dorsey Whitney as Greenwood's attorney representative for conduit financing projects.

**First Draft  
Friday, May 13, 2016**

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**BOND PURCHASE AGREEMENT**

**BETWEEN**

**CITY OF GREENWOOD, MINNESOTA,  
as Issuer,**

**MAIN STREET SCHOOL OF PERFORMING ARTS,  
as Charter School,**

**MAIN STREET SCHOOL OF PERFORMING ARTS ABC,  
as Company,**

**AND**

**PIPER JAFFRAY & CO.,  
acting on behalf of itself and as representative for Herbert J. Sims & Co. Inc.,  
as Underwriter**

**Dated July \_\_\_, 2016**

**Relating to:**

**\$ \_\_\_\_\_  
City of Greenwood, Minnesota  
Charter School Lease Revenue Bonds  
(Main Street School of Performing Arts Project)  
Series 2016A**

**\$ \_\_\_\_\_  
City of Greenwood, Minnesota  
Taxable Charter School Lease Revenue Bonds  
(Main Street School of Performing Arts Project)  
Series 2016B**

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This instrument drafted by:  
Barnes & Thornburg LLP (BWJ)  
225 South Sixth Street, Suite 2800  
Minneapolis, Minnesota 55402

\$ \_\_\_\_\_  
City of Greenwood, Minnesota  
Charter School Lease Revenue Bonds  
(Main Street School of Performing Arts Project)  
Series 2016A

\$ \_\_\_\_\_  
City of Greenwood, Minnesota  
Taxable Charter School Lease Revenue Bonds  
(Main Street School of Performing Arts Project)  
Series 2016B

## BOND PURCHASE AGREEMENT

July \_\_, 2016

Main Street School of Performing Arts ABC  
1320 Mainstreet  
Hopkins, Minnesota 55343

City of Greenwood, Minnesota  
20225 Cottagewood Rd.  
Excelsior, Minnesota 55331

Main Street School of Performing Arts  
1320 Mainstreet  
Hopkin, Minnesota 55343

Ladies and Gentlemen:

The undersigned, Piper Jaffray & Co., Minneapolis, Minnesota, (the “Underwriter”) acting on its own behalf and as representative for Herbert J. Sims & Co. Inc., Bloomington, Minnesota, hereby offers to enter into this Bond Purchase Agreement (this “Bond Purchase Agreement”), dated as of the date above, with the City of Greenwood, Minnesota (the “Issuer”), as approved and agreed to by Main Street School of Performing Arts ABC (the “Company”), a Minnesota nonprofit corporation, and the Main Street School of Performing Arts (the “Charter School”), a Minnesota nonprofit corporation and public charter school, for the purchase by the Underwriter of the Series 2016 Bonds described below. This offer is made subject to acceptance by the Issuer and agreement by the Company and the Charter School at or prior to \_\_\_\_ P.M., Central time, on July \_\_, 2016, and upon such acceptance this Bond Purchase Agreement shall be in full force and effect in accordance with its terms and shall be binding upon the Issuer, the Company, the Charter School and the Underwriter. If not so accepted, this Bond Purchase Agreement will be subject to withdrawal by the Underwriter upon notice delivered by the Underwriter to the Issuer, the Company and the Charter School at any time prior to the acceptance hereof by the Issuer, the Company and the Charter School.

The Issuer, the Company, and the Charter School acknowledge and agree that (i) the purchase and sale of the Series 2016 Bonds pursuant to this Bond Purchase Agreement is an arm’s-length commercial transaction between the Issuer, the Company, the Charter School and the Underwriter, (ii) in connection with such transaction, the Underwriter is acting solely as a principal and not as an agent or a fiduciary of the Issuer, the Company, or the Charter School, (iii) the Underwriter has not assumed (individually or collectively) a fiduciary responsibility in favor of the Issuer, the Company, or the Charter School with respect to (a) the offering of the Series 2016 Bonds or the process leading thereto (whether or not the Underwriter has advised or is currently advising the Issuer, the Company, or the Charter School on other matters) or (b) any other obligation to the Issuer, the Company, or the Charter School except the obligations expressly set forth in this Bond Purchase Agreement, and (iv) the Issuer, the Company, and the Charter School have consulted with their own legal and other professional advisors to the extent they deemed appropriate in connection with the offering of the Series 2016 Bonds.

1. **Purchase and Sale.**

Subject to the satisfaction by the Issuer, the Company, and the Charter School of the terms and conditions set forth in this Bond Purchase Agreement, subject also to the conditions precedent set forth in this Bond Purchase Agreement, and in reliance upon the representations herein set forth or incorporated by reference, the Issuer hereby agrees to sell to the Underwriter and the Underwriter hereby agrees to purchase from the Issuer, upon the terms and conditions set forth herein, the Issuer's (i) Charter School Lease Revenue Bonds (Main Street School of Performing Arts Project), Series 2016A (the "Series 2016A Bonds"), in the original aggregate principal amount of \$\_\_\_\_\_, and (ii) Taxable Charter School Lease Revenue Bonds (Main Street School of Performing Arts Project), Series 2016B (the "Series 2016B Bonds" and together with the Series 2016A Bonds, the "Series 2016 Bonds"), in the original aggregate principal amount of \$\_\_\_\_\_. The Series 2016 Bonds are more fully described in Schedule I hereto and in the Indenture and the Official Statement each as hereinafter defined. The proceeds of the Series 2016 Bonds will be loaned by the Issuer to the Company pursuant to a Loan Agreement, dated as of August 1, 2016 (the "Loan Agreement"), by and between the Issuer and the Company. Proceeds derived from the sale of the Series 2016 Bonds will be used by the Company to: (i) finance the acquisition and improvement of an approximately 77,548 square foot existing school facility located at 7255 Flying Cloud Drive, in the City of Eden Prairie, Minnesota (the "Project") to be owned by the Company and leased to the Charter School; (ii) fund the Reserve Fund in the amount of the Reserve Fund Requirement for the Series 2016 Bonds; (iii) fund capitalized interest on the Series 2016 Bonds; and (iv) pay the costs of issuance of the Series 2016 Bonds. The expenses of selling the Series 2016 Bonds shall be paid as provided in Section 8 hereof.

The Project will be owned by the Company and will be leased to and operated by the Charter School pursuant to a Lease Agreement, dated as of August 1, 2016 (the "Lease"), between the Company and the Charter School.

The Series 2016 Bonds will be issued by the Issuer pursuant to the authority granted by the Constitution and laws of the State of Minnesota, including particularly Minnesota Statutes, Section 469.152 through 469.1655 and Section 471.656, as amended (the "Act"), and the terms of (i) a resolution of the governing body of the Issuer, adopted on \_\_\_\_\_, 2016 (the "Resolution"), and (ii) an Indenture of Trust, dated as of August 1, 2016 (the "Indenture"), between the Issuer and U.S. Bank National Association (the "Trustee"). The City of Eden Prairie, Minnesota (the "Host City") granted host approval to issue the Series 2016 Bonds pursuant to a resolution adopted on June 14, 2016.

In connection with the issuance of the Series 2016 Bonds, the Charter School has entered into a Pledge and Covenant Agreement, dated as of August 1, 2016 (the "Pledge Agreement"), from the Charter School for the benefit of the Trustee, pursuant to which the Charter School will pledge certain of its revenues received from the State of Minnesota (the "State") to the Trustee for payments on the Series 2016 Bonds. The Series 2016 Bonds will be secured by the Pledge Agreement and by a Combination Mortgage, Security Agreement, Assignment of Leases and Rents and Fixture Financing Statement, dated as of August 1, 2016 (the "Mortgage"), from the Company in favor of the Trustee.

It is understood and agreed that the Series 2016 Bonds and the interest thereon are special, limited obligations of the Issuer payable solely from revenues provided by the Company, amounts paid by the Company pursuant to the Loan Agreement, amounts payable by the Charter School pursuant to the Lease and the Pledge Agreement and amounts held in various funds and accounts as provided in the Indenture and shall never constitute a general obligation indebtedness of the Issuer within the meaning of any state constitutional or statutory provision and do not give rise to a general or moral obligation of the Issuer, the

State, or any of its political subdivisions, and do not constitute a charge against the Issuer's or the State's general credit or taxing powers.

The Underwriter's purchase price for the Series 2016A Bonds is \$\_\_\_\_\_ (which amount represents the principal amount of the Series 2016A Bonds (\$\_\_\_\_\_), plus an original issue premium of \$\_\_\_\_\_, less the Underwriter's discount of \$\_\_\_\_\_). The Underwriter's purchase price for the Series 2016B Bonds is \$\_\_\_\_\_ (which amount represents the principal amount of the Series 2016B Bonds (\$\_\_\_\_\_), less the Underwriter's discount of \$\_\_\_\_\_).

## 2. **Official Statement.**

(a) The Issuer, the Charter School, and the Company hereby ratify and consent to the use by the Underwriter of the Preliminary Official Statement, dated July \_\_, 2016 relating to the Series 2016 Bonds (the "Preliminary Official Statement"), and the Official Statement, to be dated on or about August \_\_, 2016, relating to the Series 2016 Bonds (the "Official Statement"), in connection with the sale of the Series 2016 Bonds. The Charter School shall deliver or cause to be delivered to the Underwriter, promptly upon the completion thereof, copies of the Official Statement. In connection with the offering and sale of the Series 2016 Bonds, the Issuer, the Company, and the Charter School authorize the use by the Underwriter of copies of the Official Statement with respect to the Series 2016 Bonds, together with copies of the Resolution, the Indenture, the Loan Agreement, the Mortgage, the Lease, the Pledge Agreement, and the other documents described therein.

(b) The Company and the Charter School, on behalf of themselves and any other "issuers" within the meaning of Rule 15c2-12 of the Securities and Exchange Commission under the Securities Exchange Act of 1934, as amended (the "Rule"), agree to deliver to the Underwriter, at such address as the Underwriter shall specify, as many copies of the Preliminary Official Statement and Official Statement as the Underwriter shall reasonably request as necessary to comply with paragraph (b)(4) of the Rule and with Rule G-32 of the Municipal Securities Rulemaking Board (the "MSRB") and all other applicable rules of the MSRB. The Company and the Charter School agree to deliver such Official Statement within seven (7) business days after the date of this Bond Purchase Agreement.

(c) The Underwriter agrees that it shall send or cause to be sent no later than the next business day, by first class mail or other equally prompt means, to any potential customer, on request, one or more copies of the Official Statement, as most recently supplemented or amended (if any).

(d) The Underwriter agrees from the time the Official Statement becomes available until the earlier of (i) ninety (90) days from the end of the underwriting period, or (ii) the time when the Official Statement is available to any person from a nationally recognized municipal securities information repository, but in no case less than twenty-five (25) days following the end of the underwriting period, the Underwriter shall send or cause to be sent no later than the next business day, by first class mail or other equally prompt means to any potential customer, on request, at least one copy of the Official Statement.

3. **Issuer's Lack of Participation.** The Company, the Charter School and the Underwriter acknowledge that the Issuer assumes no responsibility for the sufficiency, accuracy or completeness of the Preliminary Official Statement or the Official Statement (other than with respect to information provided under the captions "THE ISSUER" and "ABSENCE OF LITIGATION – Issuer," as it relates to the Issuer). It is further understood and agreed that no obligations of the Issuer contained in this Bond Purchase Agreement shall give rise to any pecuniary liability of the Issuer.

4. **Representations.**

(a) The Issuer represents to and agrees with the Underwriter as follows:

(i) The statements and information contained in the Official Statement with respect to the Issuer under the captions “THE ISSUER” and “ABSENCE OF LITIGATION – The Issuer” (together, the “Issuer Portion” of the Official Statement) in the Official Statement are, and as of the date of Closing (as defined in Section 5 below), will be, true and correct in all material respects.

(ii) The Issuer is a municipal corporation, and political subdivision of the State.

(iii) The execution and delivery of this Bond Purchase Agreement does not, and the adoption of the Resolution and the execution and delivery of the Series 2016 Bonds, the Loan Agreement, and the Indenture, and compliance with the provisions of each of them, under the circumstances contemplated thereby, will not, in any material respect, conflict with or constitute on the part of the Issuer a breach of or default under any other agreement or instrument to which the Issuer is a party or any existing law, administrative regulation, court order or consent decree to which the Issuer is subject.

(iv) So long as any of the Series 2016 Bonds remain outstanding and except as may be authorized by the Resolution, the Loan Agreement or the Indenture, the Issuer will not issue or sell any bonds or other obligations, other than the Series 2016 Bonds, the interest and premium, if any, or principal of which will be payable from the amounts derived by the Issuer from the Company pursuant to the Loan Agreement and will not pledge the Loan Agreement or the payments to be made thereunder other than to the payment of the Series 2016 Bonds and the interest thereon.

(v) No litigation is pending or threatened against the Issuer, to the knowledge of the Issuer, (a) seeking to restrain or enjoin the issuance or delivery of any of the Series 2016 Bonds or the application of proceeds of the Series 2016 Bonds or the collection of revenues or other security pledged under the Indenture or the Resolution, (b) in any way contesting or affecting any authority for the issuance of the Series 2016 Bonds or the validity of the Series 2016 Bonds, the Indenture, the Loan Agreement, the Resolution or this Bond Purchase Agreement, or (c) in any way contesting the existence or powers of the Issuer.

(vi) The Issuer Portion of the Preliminary Official Statement was, as of its date, and is, as of this date, “final” within the meaning of paragraph (b)(1) of the Rule.

(b) The Company represents and agrees with the Underwriter as follows:

(i) The Company approves the distribution and use of the Preliminary Official Statement and the Official Statement. The statements and the information with respect to the Company, the Project, and the Company Documents (defined below) set forth and incorporated by reference in the Preliminary Official Statement and the Company’s participation in the transactions contemplated by (a) the Loan Agreement, (b) this Bond Purchase Agreement, (c) the Lease, (d) the Continuing Disclosure Agreement, dated as of August 1, 2016 (the “Disclosure Agreement”), by and among the Company, the Charter School, and the Trustee, as dissemination agent, (e) the Mortgage, (f) the Tax Agreement, dated August \_\_, 2016 (the “Tax Agreement”), between the Company, the Charter School, and the Trustee, (g) the Subordination, Non-Disturbance, and Attornment Agreement, dated as of August 1, 2016 (the “SNDA”), between the

Company, the Charter School and the Trustee, (h) the Assignment of Lease, dated as of August 1, 2016 (the “Assignment of Lease”), from the Company to the Trustee, (i) the Intercreditor Agreement, dated as of August 1, 2016 (the “Intercreditor Agreement”), between the Company, the Charter School, the Trustee, and \_\_\_\_\_, as line of credit provider, and (j) the Disbursing Agreement, dated as of August 1, 2016 (the “Disbursing Agreement”), between Commercial Partners Title, LLC, as disbursing agent, the Company, and the Trustee (collectively, the documents listed in (a)-(j) are referred to as the “Company Documents”), are true and correct and all such statements and information set forth in the Official Statement with respect to the Company, the Project, and the Company Documents as of Closing will be true and correct in all material respects and the Preliminary Official Statement with respect to the Company and the Company Documents does not and the Official Statement with respect to the Company and the Company Documents will not contain any untrue or misleading statement of a material fact or omit to state any material fact necessary to make the statement therein, in light of the circumstances under which it is made, not misleading.

(ii) If, at any time prior to the earlier of (A) receipt of notice from the Underwriter that the Official Statement is no longer required to be delivered under the Rule, or (B) ninety (90) days after the Closing, any event occurs known to the Company (or which should have been known to the Company upon diligent inquiry) as a result of which the Preliminary Official Statement or the Official Statement with respect to the Company, the Project, and the Company Documents, as then amended or supplemented, might include an untrue statement of a material fact, or omit to state any material fact necessary to make the statements therein, in light of the circumstances under which they are made, not misleading, the Company shall promptly notify the Underwriter thereof in writing. Upon the request of the Underwriter, the Company shall prepare and deliver to the Underwriter, at the expense of the Company (including attorneys’ fees), as many copies of an amendment or supplement to the Preliminary Official Statement or the Official Statement which will correct any untrue statement or omission therein as the Underwriter may reasonably request.

(iii) The Company is duly organized and existing as a nonprofit corporation under the laws of the State and the Company has full legal right, power and authority to enter into the Company Documents, and to carry out and consummate all transactions contemplated by such documents.

(iv) The execution and delivery of this Bond Purchase Agreement does not, and the execution and delivery of the Company Documents and compliance with the provisions of each of them, under the circumstances contemplated thereby, does not and will not conflict with or constitute on the part of the Company a breach of or default under any other agreement or instrument to which the Company is a party or to the Company’s knowledge, any existing law, administrative regulation, court order or consent decree to which the Company is subject.

(v) All approvals, consents and orders of any governmental authority, board, agency, council, commission or other body in or of any state and the federal government having jurisdiction which would constitute a condition precedent to the performance by the Company of its obligations hereunder and under the other Company Documents have been obtained or, if not, will be obtained at the time of or prior to the Closing (provided no representation or warranty is expressed as to any action required under federal or state securities or Blue Sky laws in connection with the placement of the Series 2016 Bonds by the Underwriter).

(vi) This Bond Purchase Agreement does, and the other Company Documents, when each of them has been executed and delivered by the Company, will, assuming due authorization,

execution and delivery by the other parties thereto, each, constitute a valid and binding obligation of the Company, enforceable in accordance with its respective terms, subject to any applicable bankruptcy, insolvency or other laws affecting creditors' rights or remedies heretofore or hereafter enacted.

(vii) To the knowledge of the Company, no litigation is pending or threatened (A) seeking to restrain or enjoin the issuance or delivery of the Series 2016 Bonds or the application of proceeds of the Series 2016 Bonds as provided in the Indenture and the Loan Agreement or the collection of revenues pledged under the Indenture, (B) in any way contesting or affecting any authority for the issuance of the Series 2016 Bonds or the validity of the Series 2016 Bonds, or any other Company Documents, or (C) in any way affecting, in a material adverse manner, the property of the Company or contesting the existence or powers of the Company.

(viii) The Preliminary Official Statement was, as of its date, "final" within the meaning of (b)(1) of the Rule.

(ix) The Company has not been in default as to principal or interest with respect to any obligation issued by or guaranteed by the Company or with respect to which the Company is an obligor.

(x) The Company is an organization described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the "Code"), or corresponding provisions of prior law, and is exempt from federal income taxes under Section 501(a) of the Code, except for unrelated business income (if any), which will be subject to taxation under Section 511 of the Code.

(c) The Charter School represents to and agrees with the Underwriter as follows:

(i) The Charter School approves the distribution and use of the Preliminary Official Statement and Official Statement. The statements and the information set forth and incorporated by reference in the Preliminary Official Statement and the Charter School's participation in the transactions contemplated by (a) this Bond Purchase Agreement, (b) the Lease, (c) the Disclosure Agreement, (d) the Pledge Agreement, (e) the Tax Agreement, (f) the Intercreditor Agreement, (g) the SNDA, and (h) the Account Control Agreement, dated as of August 1, 2016 (the "Account Control Agreement"), between the Charter School, the Trustee, and \_\_\_\_\_ (collectively, the documents listed in (a)-(h) are referred to as the "Charter School Documents"), are true and correct and all such statements and information set forth in the Official Statement as of Closing will be true and correct in all material respects and the Preliminary Official Statement does not and the Official Statement will not contain any untrue or misleading statement of a material fact or omit to state any material fact necessary to make the statement therein, in light of the circumstances under which it is made, not misleading.

(ii) If, at any time prior to the earlier of (A) receipt of notice from the Underwriter that the Official Statement is no longer required to be delivered under the Rule, or (B) ninety days after the Closing, any event occurs known to the Charter School (or which should have been known to the Charter School upon diligent inquiry) as a result of which the Preliminary Official Statement or the Official Statement as then amended or supplemented might include an untrue statement of a material fact, or omit to state any material fact necessary to make the statements therein, in light of the circumstances under which they are made, not misleading, the Charter School shall promptly notify the Underwriter thereof in writing. Upon the request of the Underwriter, the Charter School shall prepare and deliver to the Underwriter, at the expense of the Charter School (including attorneys' fees), as many copies of an amendment or supplement to

the Preliminary Official Statement or the Official Statement which will correct any untrue statement or omission therein as the Underwriter may reasonably request.

(iii) The Charter School is duly organized and existing as a nonprofit corporation and public charter school under the laws of the State and the Charter School has full legal right, power and authority to enter into the Charter School Documents, and to carry out and consummate all transactions contemplated by such documents.

(iv) The execution and delivery of this Bond Purchase Agreement does not, and the execution and delivery of the Charter School Documents and compliance with the provisions of each of them, under the circumstances contemplated thereby, does not and will not conflict with or constitute on the part of the Charter School a breach of or default under any other agreement or instrument to which the Charter School is a party or to the Charter School's knowledge, any existing law, administrative regulation, court order or consent decree to which the Charter School is subject.

(v) All approvals, consents and orders of any governmental authority, board, agency, council, commission or other body in or of any state and the federal government having jurisdiction which would constitute a condition precedent to the performance by the Charter School of its obligations hereunder and under the other Charter School Documents have been obtained or, if not, will be obtained at the time of or prior to the Closing (provided no representation or warranty is expressed as to any action required under federal or state securities or Blue Sky laws in connection with the placement of the Series 2016 Bonds by the Underwriter).

(vi) This Bond Purchase Agreement does, and the other Charter School Documents, when each of them has been executed and delivered by the Charter School, will, assuming due authorization, execution and delivery by the other parties thereto, each, constitute a valid and binding obligation of the Charter School, enforceable in accordance with its respective terms, subject to any applicable bankruptcy, insolvency or other laws affecting creditors' rights or remedies heretofore or hereafter enacted.

(vii) To the knowledge of the Charter School, no litigation is pending or threatened (A) seeking to restrain or enjoin the issuance or delivery of the Series 2016 Bonds or the application of proceeds of the Series 2016 Bonds as provided in the Indenture and the Loan Agreement or the collection of revenues pledged under the Indenture, (B) in any way contesting or affecting any authority for the issuance of the Series 2016 Bonds or the validity of the Series 2016 Bonds, or any other Charter School Documents, or (C) in any way affecting, in a material adverse manner, the property of the Charter School or contesting the existence or powers of the Charter School.

(viii) The Preliminary Official Statement was, as of its date, "final" within the meaning of (b)(1) of the Rule.

(ix) The Charter School has not been in default as to principal or interest with respect to any obligation issued by or guaranteed by the Charter School (including the Charter School's current lease of the Project) or with respect to which the Charter School is an obligor.

(x) The Charter School is an organization described in Section 501(c)(3) of the Code, or corresponding provisions of prior law, is exempt from federal income taxes under Section 501(a) of the Code, except for unrelated business income subject to taxation under

Section 511 of the Code, or that the Charter School's operation of the Project does not result in unrelated business income.

(d) The Underwriter represents to and agrees with the Issuer as follows:

(i) The Underwriter has all necessary power and authority to execute and deliver this Bond Purchase Agreement and to consummate all of the actions contemplated hereby.

(ii) The Underwriter is a registered broker-dealer qualified under federal and state securities laws to offer and sell the Series 2016 Bonds in those jurisdictions where the Series 2016 Bonds will be offered or sold.

(iii) The Series 2016 Bonds to be sold to the initial purchasers pursuant to this Bond Purchase Agreement shall be in minimum denominations of \$5,000 or any \$5,000 multiple in excess thereof (each an "Authorized Denomination").

(iv) In the course of selling the Series 2016 Bonds, the Underwriter shall comply with the Securities Exchange Act of 1934, the rules and regulations promulgated thereunder, the rules of the National Association of Securities Dealers, Inc. and the rules of the MSRB.

5. **Closing.** At or before 12:00 P.M. Central time, on August \_\_\_, 2016 or such later date as we mutually agree upon (the "Closing" or the "Closing Date"), the Issuer will deliver or cause to be delivered to the Underwriter, at the offices of Dorsey & Whitney LLP, Minneapolis, Minnesota ("Bond Counsel"), or at such other place as we may mutually agree upon, through the facilities of The Depository Trust Company ("DTC"), the Series 2016 Bonds in definitive fully registered form, duly executed and authenticated. In addition, the other documents hereinafter mentioned will be delivered to the offices of Bond Counsel, and the Underwriter will accept such delivery and cause the purchase price thereof to be paid in federal funds payable to the order of the Issuer or the order of such person as the Issuer shall direct and such funds shall be available to the Issuer on the date of Closing.

The Series 2016 Bonds will be delivered as fully registered bonds in Authorized Denominations and registered in the name of Cede & Co., as nominee of DTC, and in such amounts as the Underwriter may have requested not less than five (5) business days prior to the Closing. The Issuer will deposit with the Trustee, as agent to DTC (or such other acceptable depository institution), any or all of the Series 2016 Bonds, registered in such name or names as the Underwriter may request.

It is anticipated that CUSIP identification numbers will be printed on the Series 2016 Bonds, but neither the failure to print such numbers on any Bond nor any error in the printing of such numbers shall constitute cause for a failure or refusal by the Underwriter to accept delivery of and pay for any Series 2016 Bonds. The Underwriter and the Issuer will cooperate with the Company and Charter School to obtain the CUSIP numbers. Simultaneously with the delivery of the Series 2016 Bonds, the Issuer shall cause to be delivered to the Underwriter opinions of Bond Counsel dated the date of Closing as provided in Section 6(d)(i) below.

6. **Conditions Precedent.** The Underwriter has entered into this Bond Purchase Agreement in reliance upon: (i) the representations, warranties and agreements of the Issuer contained in this Bond Purchase Agreement and in the Indenture, the Loan Agreement, and the Resolution; (ii) the representations, warranties and agreements of the Company contained in this Bond Purchase Agreement and in the other Company Documents; (iii) the representations, warranties and agreements of the Charter School contained in this Bond Purchase Agreement and in the other Charter School Documents; and (iv) the performance by the Issuer, the Company, and the Charter School of their obligations under this

Bond Purchase Agreement, if any, and under the above-mentioned documents, both as of the date hereof and as of the date of the Closing. The Underwriter's obligation under this Bond Purchase Agreement is and shall be subject to the following further conditions:

(a) The representations and warranties of the Issuer, the Company, and the Charter School contained herein shall be true, complete and correct on the date of acceptance hereof and on and as of the date of the Closing with the same effect as if made on the date of the Closing.

(b) At the time of the Closing, the Official Statement, the Resolution, the Indenture, the Loan Agreement, the Mortgage, the Lease, the Pledge Agreement, the Account Control Agreement, the Tax Agreement, the Intercreditor Agreement, the Assignment of Lease, the SNDA, the Disbursing Agreement, and the Disclosure Agreement, shall be in full force and effect, shall each be in form and substance acceptable to the Underwriter in all respects, and shall not have been amended, modified or supplemented except as may have been agreed to in writing by the Underwriter; the Issuer shall have duly adopted and there shall be in full force and effect such Resolution, and entered into such agreements, as, in the opinion of Bond Counsel and in the opinion of Barnes & Thornburg LLP, counsel to the Underwriter (the "Underwriter's Counsel"), shall be necessary in connection with the transactions contemplated hereby or the documentation of security for the Series 2016 Bonds.

(c) The Underwriter may terminate this Bond Purchase Agreement by notification in writing to the Issuer, the Company and the Charter School if at any time subsequent to the date hereof and at or prior to the Closing: (A) legislation shall be enacted by, or favorably reported out of committee to, either House of the Congress of the United States of America, or a decision by a court of the United States of America shall be rendered, or a regulation or ruling shall be issued or proposed by or on behalf of the Treasury Department, the Internal Revenue Service of the United States, or any other agency of the Federal government having jurisdiction, or a release or official statement shall be issued by the Treasury Department, the Internal Revenue Service of the United States, or any other agency of the Federal government having jurisdiction, with respect to Federal taxation upon interest received on obligations of the character of the Series 2016A Bonds, which, in the reasonable judgment of the Underwriter, adversely affects the market for the Series 2016A Bonds or the sale, at the contemplated offering prices, by the Underwriter of the Series 2016A Bonds; or (B) a stop order, ruling, regulation, proposed regulation or statement by or on behalf of the Securities and Exchange Commission is issued or made to the effect that the issuance, offering, sale or distribution of obligations of the character of the Series 2016 Bonds is in violation of any provisions of the Securities Act of 1933, as amended (the "1933 Act"), or of the Trust Indenture Act of 1939, as amended (the "1939 Act"); or (C) the Congress of the United States of America shall enact a law, or a bill is favorably reported out of committee of either House, or a decision by a court of the United States of America is rendered, or a ruling, regulation, proposed regulation or statement by or on behalf of the Securities and Exchange Commission or any other agency of the Federal government having jurisdiction of the subject matter is made, to the effect that securities of the Issuer or of any similar public body are not exempt from the registration, qualification or other requirements of the 1933 Act or the 1939 Act; or (D) the United States of America becomes engaged in hostilities (other than those currently ongoing in Iraq and Afghanistan) that result in a declaration of war or a national emergency; or (E) there occurs a general suspension of trading on the New York Stock Exchange; or (F) a general banking moratorium is declared by the United States of America, State of New York or State authorities; or (G) an event occurs which in the judgment of the Underwriter (i) makes untrue or incorrect in any material respect, as of the time of such event, any statement or information contained in the Preliminary Official Statement or the Official Statement or which is not reflected in the Preliminary Official Statement or the Official Statement but should be

reflected therein in order to make the statements and information contained therein not misleading in any material respect and/or (ii) adversely affects the market for the Series 2016 Bonds or the sale, at the contemplated offering prices, by the Underwriter of the Series 2016 Bonds; or (H) all documentation in connection with the issuance of the Series 2016 Bonds is not satisfactory in form and substance to the Underwriter or the Underwriter's Counsel; or (I) economic, market or other conditions occur or exist which, in the judgment of the Underwriter, render the Series 2016 Bonds incapable of being sold on terms acceptable to the Underwriter; or (J) the results of any due diligence efforts by the Underwriter with respect to the proposed issuance of the Series 2016 Bonds shall not, in the sole discretion of the Underwriter, be satisfactory to the Underwriter; or (K) any suit, proceeding, litigation or other action are commenced, or, if commenced prior to the date hereof, are continuing or have been adjudicated, which, in any event, in the reasonable judgment of the Underwriter, may affect the marketing, sale or delivery of the Series 2016 Bonds; or (L) the Underwriter, the Company, the Charter School and the Issuer have not reached agreement as to the terms of any of the agreements referred to in this Bond Purchase Agreement.

(d) At or prior to the Closing, the Underwriter shall have received the following documents (in each case with such changes as the Underwriter shall approve):

(i) The unqualified approving opinion of Bond Counsel, dated the date of the Closing, in form acceptable in all respects to the Underwriter, and a supplementary opinion of Bond Counsel addressed to the Underwriter, dated the date of the Closing, in form and substance satisfactory to the Underwriter;

(ii) The opinion of Lindquist & Vennum PLLP, Minneapolis, Minnesota, Counsel to the Charter School and the Company, dated the date of Closing and addressed to the Issuer, the Trustee, Bond Counsel and the Underwriter, in customary form and in form and substance satisfactory to Bond Counsel, the Issuer, the Trustee and the Underwriter;

(iii) The opinion of Barnes & Thornburg LLP, as counsel to the Underwriter, in customary form and in form and substance satisfactory to the Underwriter;

(iv) A certificate of the Issuer, signed by the Mayor and City Clerk of the Issuer, or their designees, dated the date of the Closing, to the effect that: (A) the representations, warranties and agreements of the Issuer contained herein and in the Issuer's Resolution, the Indenture and the Loan Agreement are true and correct in all material respects as of the date of the Closing; (B) no litigation is pending or threatened against the Issuer, to the knowledge of the Issuer, (1) seeking to restrain or enjoin the issuance or delivery of any of the Series 2016 Bonds or the collection of revenues or other security pledged under the Indenture or the Issuer's Resolution, (2) in any way contesting or affecting any authority for the issuance of the Series 2016 Bonds or the validity of the Series 2016 Bonds, the Issuer's Resolution, the Indenture, the Loan Agreement or this Bond Purchase Agreement, or (3) in any way contesting the existence or powers of the Issuer; and (C) the information in the Issuer Portion of the Official Statement is true and accurate in all material respects;

(v) A certificate of the Company, signed by an authorized officer or authorized officers of the Company, dated the date of the Closing, to the effect that: (A) the representations, warranties and agreements of the Company contained in the Company Documents are true and correct in all material respects as of the date of the

Closing; (B) to the knowledge of the Company, no litigation is pending or threatened, (1) seeking to restrain or enjoin the issuance or delivery of any of the Series 2016 Bonds or the collection of revenues or other security pledged under the Indenture, (2) in any way contesting or affecting any authority for the issuance of the Series 2016 Bonds or the validity of the Series 2016 Bonds or any of the Company Documents, or (3) in any way contesting the existence or powers of the Company; (C) no event affecting the Company has occurred since the date of the Official Statement which should be disclosed in the Official Statement, for the purpose for which it is to be used or which should be disclosed therein in order to make the statements and information therein not misleading in any material respect; (D) the information in the Official Statement with respect to the Company and the Company Documents is true, accurate and complete in all material respects; (E) all resolutions and other actions required to be approved or taken by or on behalf of the Company authorizing and approving the transactions described or contemplated in this Bond Purchase Agreement or in the Official Statement, the execution of or approving of the respective forms of, as the case may be, the Company Documents and the Series 2016 Bonds have been duly approved by the Board of Governors of the Company, are in full force and effect and have not been modified, amended or repealed; (F) the Company has all necessary licenses, approvals, accreditations and permits presently required under federal, state and local laws to own its facilities; and (G) the Company is a nonprofit corporation organized and validly existing under the laws of the State with full power and authority to own its properties and conduct its business;

(vi) Certified copies of the Company's resolutions or comparable actions of its Board of Governors (or a person's actions at the authorization of the Board of Governors) authorizing the execution and delivery of the Company Documents and approving the Series 2016 Bonds and the Official Statement;

(vii) A certificate of the Charter School, signed by an authorized officer or authorized officers of the Charter School, dated the date of the Closing, to the effect that: (A) the representations, warranties and agreements of the Charter School contained herein and in the Charter School Documents are true and correct in all material respects as of the date of the Closing; (B) to the knowledge of the Charter School, no litigation is pending or threatened, (1) seeking to restrain or enjoin the issuance or delivery of any of the Series 2016 Bonds or the collection of revenues or other security pledged under the Indenture and the Pledge Agreement, (2) in any way contesting or affecting any authority for the issuance of the Series 2016 Bonds or the validity of the Series 2016 Bonds or any of the Charter School Documents, or (3) in any way contesting the existence or powers of the Charter School; (C) no event affecting the Charter School has occurred since the date of the Official Statement which should be disclosed in the Official Statement, for the purpose for which it is to be used or which should be disclosed therein in order to make the statements and information therein not misleading in any material respect; (D) the information in the Official Statement is true, accurate and complete in all material respects; (E) all resolutions and other actions required to be approved or taken by or on behalf of the Charter School authorizing and approving the transactions described or contemplated in this Bond Purchase Agreement or in the Official Statement, the execution of or approving of the respective forms of, as the case may be, the Charter School Documents and the Series 2016 Bonds have been duly approved by the Board of Directors of the Charter School, are in full force and effect and have not been modified, amended or repealed; (F) the Charter School has all necessary licenses, approvals, accreditations and permits presently required under federal, state and local laws to lease

and operate its facilities; and (G) the Charter School is a nonprofit corporation organized and validly existing under the laws of the State with full power and authority to conduct its business;

(viii) Certified copies of the Charter School's resolutions or comparable actions of its Board of Directors authorizing the execution and delivery of the Charter School Documents and approving the Series 2016 Bonds and the Official Statement;

(ix) A title insurance policy, or commitment therefor, in a form satisfactory to the Underwriter;

(x) An execution copy or other copy, certified to the Underwriter's satisfaction as true and correct, of each of the following items: the Charter School Documents, the Indenture, the Resolution, the Charter School's articles of incorporation, bylaws, and certificate of good standing in the State;

(xi) Receipt of Certificates of Insurance acceptable to the Underwriter demonstrating that the Company has obtained the insurance policies required by the terms of the Loan Agreement;

(xii) Receipt of Certificates of Insurance acceptable to the Underwriter demonstrating that the Charter School has obtained the insurance policies required by the terms of the Lease; and

(xiii) Such additional legal opinions, certificates, proceedings, agreements, instruments and other documents as the Underwriter, Underwriter's Counsel, or Bond Counsel may reasonably request to evidence compliance with any legal requirements, to provide such additional assurances as the Underwriter may request, the truth and accuracy, as of the time of Closing, of any representations given and the due performance or satisfaction at or prior to such time of all agreements then to be performed and all conditions then to be satisfied as conditions precedent to the issuance of the Series 2016 Bonds.

If the Issuer, the Company, or the Charter School shall be unable for any reason to satisfy the conditions of the Underwriter's obligations contained in this Bond Purchase Agreement or if the Underwriter's obligations shall be terminated for any reason permitted by this Bond Purchase Agreement, this Bond Purchase Agreement shall terminate and neither the Underwriter, the Issuer, the Company nor the Charter School shall have any further obligations or liability hereunder, except that the respective obligations of the Issuer, the Company, the Charter School and the Underwriter set forth in Section 8 hereof shall continue in full force and effect.

7. **Amendments to Official Statement.** After the date of the Official Statement and so long as the Underwriter is offering the Series 2016 Bonds which constitute the whole or a part of their unsold participations, the Issuer, the Company or the Charter School will (a) not adopt any amendment of or supplement to the Official Statement without the prior written consent of the Underwriter, and (b) during such period or for forty-five (45) days from the date of the Closing, whichever is earlier, if any event relating to or affecting the Official Statement shall occur as a result of which, in the reasonable judgment of the Underwriter, it is necessary to amend or supplement the Official Statement in order to make the Official Statement not misleading in the light of the circumstances existing at the time it is delivered to a purchaser, forthwith prepare and furnish to the Underwriter, at the expense of the Charter School, a reasonable number of copies of an amendment of or supplement to the Official Statement (in

form and substance satisfactory to Underwriter's Counsel) which will amend or supplement the Official Statement so that it will not contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances existing at the time the Official Statement is delivered to a purchaser, not misleading. For the purposes of, and during the period of time provided by this Section, the Issuer, the Company and the Charter School will furnish, or cause to be furnished, such information with respect to itself as the Underwriter may from time to time reasonably request.

**8. Payment of Expenses.**

(a) Upon and subject to the issuance, sale and delivery of the Series 2016 Bonds by the Issuer, the Company agrees to pay either directly or, to the extent permitted under federal tax law as determined by Bond Counsel, from the proceeds of the Series 2016 Bonds, all expenses and costs to effect the authorization, preparation, issuance, delivery and sale of the Series 2016 Bonds, the terms of which have all been previously agreed to and specified in separate agreements, including, without limitation, (i) the Underwriter's discount of \$\_\_\_\_\_ for the Series 2016A Bonds and \$\_\_\_\_\_ for the Series 2016B Bonds, (ii) miscellaneous out-of-pocket fees and expenses the Underwriter incurred with respect to the Series 2016 Bonds, (iii) the fees and disbursements of Bond Counsel, (iv) the fees and disbursements of counsel to the Company and the Charter School, (v) the fees and disbursements of counsel to the Company, (vi) the fees and disbursements of the Issuer and the Trustee, (vii) the fees and disbursements of Underwriter's Counsel, (viii) the fees and expenses, if any, of Underwriter's Counsel in connection with qualification of the Series 2016 Bonds for sale under any Blue Sky or other securities laws and regulations of various jurisdictions and preparation of any Blue Sky survey, (ix) the expenses and costs for the printing and distribution of the Series 2016 Bonds, the Preliminary Official Statement and the Official Statement, (x) the expenses and costs for photocopying the Preliminary Official Statement, the Official Statement, the Resolution, the Indenture, the Company Documents, the Charter School Documents and all other agreements and documents contemplated hereby, and (xi) the various other expenses and costs of Closing.

(b) If the Series 2016 Bonds are not issued and delivered by the Issuer to the Underwriter, as a result of the failure by the Company to perform any of its obligations under this Bond Purchase Agreement (other than a failure of the Underwriter to comply with its obligation set forth in Section 1 hereof, if such obligation is not otherwise excused or terminated as provided herein) or as a result of the Company failing to reach agreement with the Underwriter as to the terms and conditions of the transactions and documents contemplated hereby, the Company agrees that it shall pay all expenses set forth in this Section 8. In no event will the Issuer be obligated to pay any fees, costs or expenses relating to the issuance, sale and delivery of the Series 2016 Bonds.

(c) If the Series 2016 Bonds are not issued and delivered by the Issuer to the Underwriter, as a result of the failure by the Charter School to perform any of its obligations under this Bond Purchase Agreement (other than a failure of the Underwriter to comply with its obligation set forth in Section 1 hereof, if such obligation is not otherwise excused or terminated as provided herein) or as a result of the Charter School failing to reach agreement with the Underwriter as to the terms and conditions of the transactions and documents contemplated hereby, the Charter School agrees that it shall pay all expenses of the Company as set forth in this Section 8. In no event will the Issuer be obligated to pay any fees, costs or expenses relating to the issuance, sale and delivery of the Series 2016 Bonds.

9. **Rule 15c2-12 and Related Matters.** Each of the parties hereto agrees to reasonably cooperate with each other in order to carry out and comply with certain requirements of the Rule.

The Underwriter has obtained and reviewed the Official Statement and, on the basis of such review, the Underwriter states that it has no reason to believe that the key representations contained therein are not truthful and complete (and in reaching such conclusion the Underwriter has relied upon (a) the accuracy and completeness of the financial information of the Charter School included in the Official Statement; (b) the accuracy and completeness of the discussion under the heading “TAX MATTERS” in the Official Statement; and (c) the accuracy of all the other information furnished by the Company and the Charter School).

10. **Indemnification.** The Charter School and Company agree to jointly and severally indemnify and hold harmless the Issuer and the Underwriter and each person, if any, who controls (as such term is defined in Section 15 of the 1933 Act) the Issuer or the Underwriter against any and all losses, claims, damages and liability (a) arising out of any allegations that any statement or information contained in the Preliminary Official Statement or the Official Statement that is untrue in any material respect or the omission therefrom of any statement which should be contained therein as of the date of the delivery of the Series 2016 Bonds to make the statements and information therein not misleading in any material respect, and (b) to the extent of the aggregate amount paid in settlement of any litigation commenced or threatened arising from a claim based upon any such untrue statement or omission if such settlement is effected with the written consent of the Charter School or the Company. In case any claim shall be made or action brought against the Underwriter or the Issuer or any controlling person (as aforesaid) based upon the Preliminary Official Statement or the Official Statement, in respect of which indemnity may be sought against the Charter School or the Company, the person or persons seeking indemnity shall promptly notify the Charter School and the Company in writing setting forth the particulars of such claim or action and the Charter School and the Company shall jointly assume the defense thereof including the retention of counsel and the payment of all expenses. The person or persons seeking indemnity or any such controlling person shall have the right to retain separate counsel in any such action and to participate in the defense thereof, but the fees and expenses of such counsel shall be at the expense of such person seeking such indemnity unless (i) the retention of such counsel has been specifically authorized by the Charter School and the Company or (ii) in the reasonable judgment of the person seeking such indemnity, such separate counsel is advisable by reason of any actual or potential conflict of interest or by reason of separate defenses.

To the same extent as the foregoing indemnity from the Company and the Charter School to the Issuer and the Underwriter, the Underwriter agrees to indemnify and hold harmless the Issuer, the Charter School, the Company, as applicable, and each person, if any, who controls (as such term is defined in Section 15 of the 1933 Act) the Issuer, the Company, the Charter School, as applicable, but only with reference to (a) the price and yield of the Series 2016 Bonds stated on the inside front cover of the Official Statement, (b) the optional redemption dates and prices for the Series 2016 Bonds, (c) the last paragraph of the cover of the Official Statement, (d) the information under the heading “UNDERWRITING” in the Official Statement, which information has been furnished by the Underwriter specifically for use in preparation thereof (collectively, the “Underwriter’s Portion”) and (e) allegations or determinations that the Underwriter has violated the agreement set forth in Section 4(c) hereof or the 1933 Act, the Securities Exchange Act of 1934, as amended, or any applicable state Blue Sky law in the offer or sale of the Series 2016 Bonds. In case any such claim shall be presented in writing or any action shall be brought against the Issuer, the Company, or the Charter School, as applicable, with respect thereto, indemnity may be sought from the Underwriter on account of its agreement contained in this Section, the Underwriter shall have the rights and duties given to the Company and the Charter School in the above paragraph and the Issuer, the Company, and the Charter School, as applicable, shall have the rights and duties given by the above paragraph to the persons therein referred to as controlling persons. In no case

shall the Underwriter be responsible for any amount in excess of the underwriting fee applicable to the Series 2016 Bonds purchased by it pursuant to this Bond Purchase Agreement.

No recourse shall be had against the Underwriter for loss, damage, liability, cost or expense (whether direct, indirect or consequential) of the Issuer, the Company, or the Charter School arising out of or in defending, prosecuting, negotiating or responding to any inquiry, questionnaire, audit, suit, action, or other proceeding brought or received from the Internal Revenue Service in connection with the Series 2016A Bonds or otherwise relating to the tax treatment of interest on the Series 2016A Bonds.

The indemnities contained herein shall survive the Closing under the Bond Purchase Agreement and any investigation made by or on behalf of the Underwriter or the Issuer or any person who controls any of such parties of any matters described in or related to the transactions contemplated hereby and by the Official Statement, the Resolution, the Indenture, the Company Documents and the Charter School Documents.

The parties hereto shall not be liable to indemnify any person in any settlement of any action effected without its consent. The parties hereto shall not be liable for any judgment if, as a result of the failure of the indemnified person to give notice of the commencement of a suit in respect of which indemnity shall be sought, the parties hereto are not provided sufficient notice to defend such suit.

11. **Notices.** Any notice or other communication to be given to the Issuer, the Company or the Charter School under this Bond Purchase Agreement may be given by delivering the same in writing to the addresses set forth above, and any such notice or other communication to be given to the Underwriter may be given by delivering the same in writing to the Underwriter c/o Manager, Public Finance Department.

12. **Benefit.** This Bond Purchase Agreement is made solely for the benefit of the Issuer, the Company, the Charter School and the Underwriter (including its successors or assigns), and no other person, partnership, association or corporation shall acquire or have any right hereunder or by virtue hereof.

13. **Approval.** The approval of the Underwriter when required hereunder or the determination of its satisfaction as to any document referred to herein shall be in writing signed by the undersigned and delivered to the Company, the Charter School and the Issuer.

14. **Governing Law; Counterparts.** This Bond Purchase Agreement shall be governed by the laws of the State and may be executed in several counterparts, each of which shall be regarded as an original and all of which shall constitute one and the same document.

15. **Electronic Signatures.** The parties agree that the electronic signature of a party to this Bond Purchase Agreement shall be as valid as an original signature of such party and shall be effective to bind such party to this Bond Purchase Agreement. For purposes hereof: (i) "electronic signature" means a manually signed original signature that is then transmitted by electronic means; and (ii) "transmitted by electronic means" means sent in the form of a facsimile or sent via the internet as a portable document format ("pdf") or other replicating image attached to an electronic mail or internet message.

**PIPER JAFFRAY & CO.**, on behalf of itself and as  
representative for Herbert J. Sims & Co. Inc.

By: \_\_\_\_\_  
Bruce E. Sorensen

Its: Managing Director

Approved and Agreed to:

**CITY OF GREENWOOD, MINNESOTA**

By: \_\_\_\_\_  
Its: Mayor

By: \_\_\_\_\_  
Its: City Clerk

(Signature page for the Main Street School of Performing Arts Bond Purchase Agreement)

Approved and Agreed to:

**MAIN STREET SCHOOL OF PERFORMING  
ARTS ABC,**

By: \_\_\_\_\_  
Its: \_\_\_\_\_

(Signature page for the Main Street School of Performing Arts Bond Purchase Agreement)

Approved and Agreed to:

**MAIN STREET SCHOOL OF PERFORMING  
ARTS,**

By: \_\_\_\_\_  
Its: \_\_\_\_\_

(Signature page for the Main Street School of Performing Arts Bond Purchase Agreement)

SCHEDULE I

MATURITY SCHEDULE FOR THE SERIES 2016 BONDS

\$ \_\_\_\_\_  
City of Greenwood, Minnesota  
Charter School Lease Revenue Bonds  
(Main Street School of Performing Arts Project)  
Series 2016A

Dated: August \_\_, 2016

Maturity Date and Schedule of Series 2016A Bonds

**Term Bonds**

\$ \_\_\_\_\_ % Series 2016A Term Bond due July 1, 20\_\_\_\_  
Price of \_\_\_\_% to Yield \_\_\_\_%

<u>Redemption Date</u> <u>(July 1)</u>	<u>Principal Amount</u>
	\$

\*

\_\_\_\_\_  
\* Stated Maturity.

\$ \_\_\_\_\_ % Series 2016A Term Bond due July 1, 20\_\_\_\_  
Price of \_\_\_\_% to Yield \_\_\_\_%

<u>Redemption Date</u> <u>(July 1)</u>	<u>Principal Amount</u>
	\$

\*

\_\_\_\_\_  
\* Stated Maturity.

\$ \_\_\_\_\_ % Series 2016A Term Bond due July 1, 20\_\_\_\_  
Price of \_\_\_\_% to Yield \_\_\_\_%

<u>Redemption Date</u> <u>(July 1)</u>	<u>Principal Amount</u>
	\$

\*

\_\_\_\_\_  
\* Stated Maturity.

Maturity Date and Schedule of Series 2016B Bonds

\$ \_\_\_\_\_  
**City of Greenwood, Minnesota**  
**Taxable Charter School Lease Revenue Bonds**  
**(Main Street School of Performing Arts Project)**  
**Series 2016B**

<u>Maturity Date (July 1)</u>	<u>Principal Amount*</u>	<u>Interest Rate</u>	<u>Yield</u>	<u>Price</u>
20__	\$			
20__				
20__				
20__				
20__				
20__				
20__				

Optional Redemption

The Series 2016A Bonds maturing on or after July 1, 20\_\_ are subject to optional redemption on July 1, 20\_\_ and any Business Day thereafter at the option of the Issuer, at the request of the Charter School, in whole or in part and in inverse order of maturity, and, if less than all of a maturity, then by lot within a maturity, at a redemption price equal to the principal amount of the Series 2016A Bonds to be redeemed, plus accrued interest to the date fixed for redemption.

The Series 2016B Bonds are not subject to optional redemption.

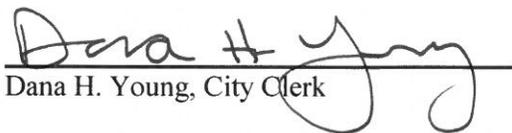
**CERTIFICATION**

**STATE OF MINNESOTA**

**COUNTY OF HENNEPIN**

**CITY OF GREENWOOD**

I, Dana H. Young, the duly qualified and acting City Clerk of the City of Greenwood, hereby certify that notice of public hearing on the Charter School Lease Revenue Bonds, Main Street School of Performing Arts project, was published on May 12, 2016 in the *Sun-Sailor*, the official newspaper of the City and a newspaper of general circulation in the City, and the Affidavit of Publication is on file in the office of the City Clerk, City of Greenwood, 20225 Cottagewood Road, Deephaven, Minnesota.

  
Dana H. Young, City Clerk

Dated this 24<sup>th</sup> day of May, 2016

SEAL



**The City of Greenwood, Minnesota  
Charter School Lease Revenue Bonds  
(Main Street School of Performing Arts Project)  
Series 2016**

**Timetable as of 5/13/2016**

APRIL 2016							MAY 2016							JUNE 2016							JULY 2016						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
					1	2	1	2	3	4	5	6	7			1	2	3	4						1	2	
3	4	5	6	7	8	9	8	9	10	11	12	13	14	5	6	7	8	9	10	11	3	4	5	6	7	8	9
10	11	12	13	14	15	16	15	16	17	18	19	20	21	12	13	14	15	16	17	18	10	11	12	13	14	15	16
17	18	19	20	21	22	23	22	23	24	25	26	27	28	19	20	21	22	23	24	25	17	18	19	20	21	22	23
24	25	26	27	28	29	30	29	30	31					26	27	28	29	30			24	25	26	27	28	29	30
																					31						

Date	Action	Responsible Party
Week of April 18	Discuss issuance with the Issuer	PJC
	First draft of Financial Forecast distributed	MSSPA, BKDA
Week of April 25	Due Diligence Request distributed	UWC
	Begin submitting Due Diligence materials	MSSPA
Wednesday, April 27	Submission of materials to MDE for review and comment	MSSPA
Friday, April 29	Weekly Conference Call; 10:00 a.m. Call in #: 888 212-4616; Access code: 8259983468	All
Week of May 2	Continue submitting Due Diligence materials	MSSPA
Thursday, May 5	Notice of Greenwood Public Hearing to paper	ISS
Friday, May 6	Weekly Conference Call; 10:00 a.m. Call in #: 888 212-4616; Access code: 8259983468	All
Monday, May 9	First draft of Bond Documents distributed	BC
Thursday, May 12	Publish Notice of Greenwood Public Hearing	ISS
Friday, May 13	Weekly Conference Call; 10:00 a.m. Call in #: 888 212-4616; Access code: 8259983468	All
	First draft of POS distributed	UWC
Tuesday, May 17	First draft of Appendix A distributed	MSSPA, BWC
Thursday, May 19	Notice of Eden Prairie Public Hearing to paper	LH
Friday, May 20	Weekly Conference Call; 10:00 a.m. Call in #: 888 212-4616; Access code: 8259983468	All
Week of May 23	Due Diligence Call	PJC, MSSPA, UWC
	Comments due on Documents/POS/Appendix A/Forecast	All
	Continue submitting Due Diligence materials	MSSPA
Thursday, May 19	Notice of Eden Prairie Public Hearing to paper	LH

Friday, May 20	Weekly Conference Call; 10:00 a.m. Call in #: 888 212-4616; Access code: 8259983468	All
Thursday, May 26	Publish Notice of Eden Prairie Public Hearing	LH
Friday, May 27	Weekly Conference Call; 10:00 a.m. Call in #: 888 212-4616; Access code: 8259983468	All
Week of May 30	Second draft of Financial Forecast distributed	MSSPA, BKDA
	Second draft of Bond Documents distributed	BC
	Second draft of Appendix A distributed	MSSPA, BWC
	Second draft of POS distributed	UWC
Wednesday, June 1	Greenwood Public Hearing and Approval	ISS
Friday, June 3	Weekly Conference Call; 10:00 a.m. Call in #: 888 212-4616; Access code: 8259983468	All
Week of June 6	Comments due on Documents/POS/Appendix A/Forecast	All
	All requested Due Diligence material submitted/collected	MSSPA, UWC
Friday, June 10	Weekly Conference Call; 10:00 a.m. Call in #: 888 212-4616; Access code: 8259983468	All
Tuesday, June 14	Eden Prairie Public Hearing and Local Host Approval	LH
Friday, June 17	Weekly Conference Call; 10:00 a.m. Call in #: 888 212-4616; Access code: 8259983468	All
Week of June 20	Finalize Documents	BC, UWC
	Finalize Financial Forecast & 2016 Unaudited Financials	MSSPA
Thursday, June 23	Piper Jaffray Credit Committee	PJC
Friday, June 24	Weekly Conference Call; 10:00 a.m. Call in #: 888 212-4616; Access code: 8259983468	All
Week of June 27	Final Resolution considered by School & Building Company	MSSPA
	Receive positive response from MDE on Review & Comment	MSSPA
Friday, July 1	Weekly Conference Call; 10:00 a.m. Call in #: 888 212-4616; Access code: 8259983468	All
Tuesday, July 6	Distribute final POS to market	UWC, PJC
Friday, July 8	Weekly Conference Call; 10:00 a.m. Call in #: 888 212-4616; Access code: 8259983468	All
Wednesday, July 13	Investor Presentation and Site Visit(s)	PJC, MSSPA
Tuesday, July 18	Pre-price Bonds	PJC, MSSPA
Wednesday, July 20	Price Bonds, Execute BPA	PJC, MSSPA
Friday, July 22	Final OS Distributed	UWC
Wednesday, July 27	Pre-Closing	All
	Finalize Settlement Statement/Invoices	All
	Finalize Closing Flow of Funds	PJC
Thursday, July 28	Closing	All

RESOLUTION NO. 25-16

RESOLUTION AUTHORIZING THE ISSUANCE AND SALE BY THE CITY OF ITS CHARTER SCHOOL LEASE REVENUE BONDS, SERIES 2016A AND SERIES 2016B (MAIN STREET SCHOOL OF PERFORMING ARTS PROJECT), AUTHORIZING EXECUTION OF DOCUMENTS RELATING TO SAID BONDS, AND AUTHORIZING OTHER ACTION TO BE TAKEN WITH RESPECT TO THE ISSUANCE, SALE AND DELIVERY OF SAID BONDS

BE IT RESOLVED by the City Council (the “Council”) of the City of Greenwood, Minnesota (the “City”), as follows:

Section 1. Recitals.

1.1. The City is authorized by Minnesota Statutes, Sections 469.152 through 469.165 (the “Act”), to issue its revenue bonds to finance and refinance capital projects consisting of properties used and useful in connection with a revenue-producing enterprise.

1.2. This Council has received a proposal that the City issue its revenue bonds in one or more series, pursuant to the Act, for the purpose of financing the cost of a proposed project on behalf of Main Street School of Performing Arts Affiliated Building Company, a Minnesota nonprofit corporation (the “Corporation”), consisting of (i) financing all or a portion of the acquisition, construction, reconstruction, improvement, betterment or extension of an approximately 77,548 square foot charter school facility (the “Facility”) located at 7255 Flying Cloud Drive in the City of Eden Prairie, Minnesota, to be owned by the Corporation and leased to and operated by Main Street School of Performing Arts (the “School”), a public charter school sponsored the University of St. Thomas; (ii) fund a debt service reserve fund; (iii) pay a portion of the capitalized interest on the Bonds; and (iv) pay all or a portion of the costs of issuing the Bonds (together, the “Project”).

1.3. At a public hearing, duly noticed and held on the date hereof, in accordance with the Act and Section 147(f) of the Internal Revenue Code of 1986, all parties who appeared at the hearing were given an opportunity to express their views with respect to the proposal to undertake the Project and interested persons were given the opportunity to submit written comments to the City Clerk before the time of the hearing. Based on the public hearing, such written comments (if any) and such other facts and circumstances, as this Council deems relevant, this Council hereby finds, determines and declares as follows:

(a) The welfare of the State of Minnesota requires the provision of necessary public education facilities at reasonable cost, and the State of Minnesota has encouraged local governmental units to act to provide such facilities. Based on representations of the Corporation, the purpose of the Project and the effect thereof will be to retain and improve existing public school facilities available to residents of the City and surrounding areas, so that adequate public education opportunities are available to residents.

(b) The financing of the Project would further the general purposes contemplated and described in Section 469.152 of the Act. Based on representations of the Corporation and the School, the Project constitutes a “project” authorized by the Act, and the Corporation is a “qualifying organization” under the Act.

(c) The Project would further promote the public purposes and legislative objectives of the Act by providing public education facilities at the lowest possible cost in the City and surrounding area.

(d) This Council has been advised by representatives of the Corporation that conventional, commercial financing to pay the cost of the Project is available only on a limited basis and at such high costs of borrowing that the economic feasibility of the Project would be significantly reduced from that resulting with the aid of municipal borrowing and its resulting lower borrowing cost.

(e) This Council has also been advised by representatives of the Corporation that, on the basis of its discussions with potential buyers of tax-exempt bonds, revenue bonds of the City could be issued and sold upon favorable rates and terms to finance and refinance the Project.

(f) The City is authorized by the Act to issue its revenue bonds to finance and refinance capital projects consisting of properties used and useful in connection with revenue-producing enterprises such as those of the Corporation, and the issuance of the Bonds by the City would be a substantial inducement to the Corporation to undertake the Project.

(g) The City has been advised that the financing of the Project, the issuance and sale of the Bonds, the execution and delivery of the Loan Agreement, the Indenture and the Bond Purchase Agreement and the performance of all covenants and agreements of the City contained in the Bonds, the Loan Agreement, the Indenture and the Bond Purchase Agreement described hereinafter and of all other acts and things required under the Constitution and laws of the State of Minnesota to make the Loan Agreement, the Indenture, the Bond Purchase Agreement and the Bonds valid and binding special, limited obligations of the City in accordance with their terms are authorized by the Act.

(h) At the request of the Corporation, it is proposed that the Bonds in an aggregate principal amount not to exceed \$10,500,000 be issued by the City upon the terms set forth in the Indenture and as hereinafter set forth, under the provisions of which all of the City’s right, title and interest in the Loan Agreement and the payments thereunder (except for certain expenses and indemnification) will be pledged and assigned to the Trustee as security for the payment of principal of, premium, if any, and interest on the Bonds.

(i) The Corporation will covenant and agree to charge the School rent in amounts sufficient to provide for prompt payment of the principal of, premium, if any, and interest on the Bonds when due, as well as additional amounts to establish, fund and

maintain a repair and replacement fund to be used by the Corporation solely for the purpose of making repairs, improvements and replacements with respect to the Project.

(j) Under the provisions of the Act, and as provided in the Loan Agreement and Indenture, the Bonds are not to be payable from nor charged upon any funds of the City other than the revenues pledged to the payment thereof under the Indenture; the City is not subject to any pecuniary liability thereon; no holders of the Bonds shall ever have the right to compel any exercise of the taxing power of the City to pay any of the Bonds or the interest thereon, nor to enforce payment thereof against any property of the City, except the revenue, including payments under the Loan Agreement pledged to the payment thereof under the Indenture; the Bonds shall not constitute a charge, lien or encumbrance, legal or equitable, upon any property of the City, except the revenue, including payments under the Loan Agreement pledged to the payment thereof under the Indenture; and each Bond issued under the Indenture shall recite that the Bonds, including interest thereon, are payable solely from the revenue pledged to the payment thereof and that no Bond shall constitute a debt of the City within the meaning of any constitutional, statutory or charter limitation.

## Section 2. Authorization of the Bonds; Form of Documents; Terms

2.1. This Council hereby approves the Project and finds that the issuance and sale of its revenue bonds, to be designated Charter School Lease Revenue Bonds (Main Street School of Performing Arts Project), Series 2016A (the “Series 2016A Bonds”) and, presuming taxable bonds are required as determined by bond counsel, its Taxable Charter School Lease Revenue Bonds (Main Street School of Performing Arts Project), Series 2016B (the “Series 2016B Bonds,” and together with the Series 2016A Bonds, the “Bonds”), in an aggregate principal amount not to exceed \$10,500,000, is in the best interest of the City, and the City hereby determines to issue and sell such Bonds.

2.2. Drafts of the following documents relating to the Bonds (the “Bond Documents”) have now been presented to the City Council for review and shall be filed in the office of the City Clerk:

(a) a Loan Agreement (the “Loan Agreement”) between the City and the Corporation (the “Loan Agreement”), whereby, pursuant to the provisions thereof, the City agrees to make a loan to the Corporation of the gross proceeds of sale of the Bonds and the Corporation agrees to complete the Project and to pay amounts in repayment of the loan sufficient to provide for the full and prompt payment of the principal of, premium, if any, and interest on the Bonds; and

(b) an Indenture of Trust (the “Indenture of Trust”) between the City and U.S. Bank National Association, St. Paul, Minnesota, as trustee (the “Trustee”), which sets forth the terms of the Bonds and authorizes the issuance of and pledging certain revenues, including those to be derived from the Loan Agreement, as security for the Bonds, and setting forth proposed recitals, covenants and agreements relating thereto; and

(c) a Bond Purchase Agreement (the “Bond Purchase Agreement”) with respect to the Bonds proposed to be made and entered into between the City, the Corporation, the School, Piper Jaffray & Co. and Herbert J. Sims & Co., Inc. (collectively, the “Underwriters”).

(d) a Preliminary Official Statement (the “Offering Document”) to be used in connection with the offer and sale of the Bonds by the Underwriters.

2.3 It is acknowledged that the purchase price of the Bonds and the interest rates on the Bonds have not been determined as of this date and are not reflected in the forms of the Loan Agreement, the Indenture, the Bond Purchase Agreement or the Offering Document. The City Clerk is hereby authorized to approve:

- (a) the purchase price of each series of the Bonds;
- (b) the initial reoffering prices of each series of the Bonds;
- (c) the provisions for redemption of each series of the Bonds; and
- (d) the interest rates borne by each series of the Bonds; provided that the interest rate on the Series 2016A Bonds shall not exceed 8.00% per annum and on the Series 2016B Bonds shall not exceed 8.00% per annum.

Such approval shall be conclusively evidenced by the execution of the Bond Purchase Agreement by the officer or officers hereinafter authorized to execute the Bond Purchase Agreement on behalf of the City.

### Section 3. Approval and Execution of Documents.

3.1. The forms of the Loan Agreement, the Indenture and the Bond Purchase Agreement referred to in Section 2.2 are approved. The Bond Purchase Agreement as so approved, with such variations, insertions and additions as the Mayor and City Clerk may hereafter deem appropriate, is directed to be executed forthwith in the name and on behalf of the City by the Mayor and the City Clerk following the execution thereof by the Corporation and the Underwriter. The Loan Agreement as so approved, with such variations, insertions and additions as the Mayor and City Clerk may hereafter deem appropriate, is directed to be executed in the name and on behalf of the City by the Mayor and City Clerk upon execution thereof by the Corporation. The Indenture as so approved, with such variations, insertions and additions as the Mayor and City Clerk may hereafter deem appropriate, is directed to be executed in the name and on behalf of the City by the Mayor and the City Clerk and delivered to the Trustee. Copies of all the documents shall be delivered, filed or recorded as provided therein, subject to Section 5.3 of this resolution. The Mayor and the City Clerk are also authorized and directed to execute such other instruments as may be required to give effect to the transactions herein contemplated.

3.2. The City hereby consents to the use of the Offering Document by the Underwriter in connection with the offer and sale of the Bonds to potential investors, provided, however, that the City has not reviewed the Offering Document and takes no responsibility for, and makes no

representations or warranties as to the accuracy, sufficiency or completeness of the information contained therein, except for the provisions thereof under the captions “THE ISSUER” and “ABSENCE OF LITIGATION—Issuer.” Subject to the limitations on liability set forth in the immediately preceding sentence, the City Clerk is authorized to deem the Offering Document “final” as of its date for the purpose of Rule 15c2-12 promulgated by the Securities and Exchange Commission.

3.3. In anticipation of the collection of payments under the Loan Agreement, the City shall, subject to Section 5.3 of this resolution, proceed forthwith to issue the Bonds in the form and upon the terms set forth in the Indenture or established pursuant to this resolution. The Mayor and City Clerk are authorized and directed to execute by manual or facsimile signature the Bonds in the forms prepared by bond counsel as prescribed in the Indenture and to deliver them to the Trustee, together with a certified copy of this resolution and other documents required by the Indenture, for authentication and delivery to the purchaser. The Trustee is hereby appointed authenticating agent with respect to the Bonds pursuant to Minnesota Statutes, Section 475.55, and the certificate of authentication on the Bonds shall evidence authentication of the Bonds under this authority. The City hereby appoints the Trustee as Paying Agent and Bond Registrar with respect to the Bonds and the Indenture.

3.4. The proposal of the Underwriter to purchase the Bonds upon the terms and conditions set forth in the Bond Purchase Agreement is hereby accepted and the Mayor and City Clerk are, subject to Section 5.3 of this resolution, authorized and directed to execute the Bond Purchase Agreement (subject to approval of the purchase price and terms of the Bonds described in Section 2.3) in the name and on behalf of the City.

3.5. The Mayor, the City Clerk and the other officers of the City are hereby authorized and directed to prepare and furnish to the Purchaser and to Bond Counsel certified copies of all proceedings and records of the City relating to the Bonds and such other affidavits and certificates as may be required to show the facts relating to the legality and marketability of the Bonds as such facts appear from the books and records in the officers’ custody and control or as otherwise known to them. All such certified copies, affidavits and certificates, including any heretofore furnished, shall constitute representations of the City as to the truth of all statements contained therein.

3.6. The approval hereby given to the various documents referred to above includes an approval of such additional details therein as may be necessary and appropriate and such modifications thereof, deletions therefrom and additions thereto as may be necessary and appropriate and approved by the Mayor and City Clerk prior to the execution of the documents. The execution of any instrument by the appropriate officer or officers of the City herein authorized shall be conclusive evidence of the approval of such documents in accordance with the terms hereof. In the absence of the Mayor or City Clerk, any of the documents authorized by this resolution to be executed may be executed by the Acting Mayor or Acting City Clerk, respectively.

3.7. In addition to the approval described in Section 5 hereof, the issuance of the Bonds is subject to the approval of the City of Eden Prairie, Minnesota.

Section 4. Not Qualified Tax-Exempt Obligations. The Bonds are not designated by the Council as “qualified tax-exempt obligations” for purposes of Section 265(b)(3) of the Code.

Section 5. Approval of the Department of Employment and Economic Development.

5.1. The Application to the Minnesota Department of Employment and Economic Development, with attachments, form of which are on file with the City Clerk, is hereby approved, and the Mayor and the City Clerk are authorized to execute said documents on behalf of the City.

5.2. In accordance with Section 469.154, Subdivision 3, of the Act, the Mayor and City Clerk are hereby authorized and directed to cause the Application to be submitted to the Department for approval of the Project. The Mayor, City Clerk, City Attorney and other officers, employees and agents of the City are hereby authorized and directed to provide the Department with any preliminary information needed for this purpose. The City Attorney is authorized to initiate and assist in the preparation of such documents as may be appropriate to the Project, if approved by the Department.

5.3 Notwithstanding the foregoing, the issuance of the Bonds and the execution by the City of the various documents referred to above are subject to the approval of the Project by the Department of Employment and Economic Development of the State of Minnesota.

Adopted this 1st day of June, 2016.

Approved:

(SEAL)

\_\_\_\_\_

Mayor

Attest: \_\_\_\_\_  
City Clerk

The motion for the adoption of the foregoing resolution was made by Councilmember \_\_\_\_\_ and duly seconded by Councilmember \_\_\_\_\_ and, upon vote being taken thereon, the following voted in favor thereof: \_\_\_\_\_ and the following voted against the same: \_\_\_\_\_ whereupon the resolution was declared duly passed and adopted and was approved by the Mayor, whose signature was attested by the City Clerk.



**Agenda Number: 8B**

**Agenda Date: 06-01-16**

*Prepared by Deb Kind*

**Agenda Item:** Discuss Potential Conduit Financing for Eagle Ridge Academy

**Summary:** Jennifer Hanson of Dorsey & Whitney contacted the city regarding another related charter school financing project for both Greenwood and Deephaven.

Eagle Ridge Academy (the charter school selling its former Eden Prairie facilities to Main Street) has done two prior bond financings through Deephaven. Once they sell their old facilities, they plan to finance approximately \$8 million of improvements at their new Minnetonka facilities. Under their existing bond documents, the conduit issuer is required to be Deephaven, but Deephaven cannot issue more than \$10 million of bonds this year given that it is issuing \$4.5M of bank qualified debt for Minnetonka Youth Hockey.

Jennifer is wondering if Greenwood would consider participating in the Deephaven-Eagle Ridge bonding through a joint powers arrangement. Deephaven would be the issuer, but approximately half the issue would be allocated to Greenwood. Greenwood would need to hold a public hearing (ideally July 6) and approve the bond issuance in order for the joint powers agreement to be effective.

Representatives from Dorsey & Whitney and the underwriter (Piper Jaffray) will be at the 06-01-16 city council meeting to answer questions.

**Council Action:** None required. Potential motions ...

1. I move the Greenwood city council authorizes the publication of a public hearing for the Eagle Ridge Academy conduit financing project to be held at the regularly scheduled Greenwood city council meeting at 7pm on July 6, 2016 at the Deephaven City Council Chambers, 20225 Cottagewood Road, Deephaven, MN 55331.
2. Do nothing or other motion ???



**Agenda Number: 8C**

**Agenda Date: 06-01-16**

*Prepared by Deb Kind*

**Agenda Item:** Consider 2017-2020 Assessment Contract

**Summary:** The city's contract with Hennepin County for assessment services expires in 2016. Attached are two proposals for the 2017-2020 assessment contract ...

(1) Hennepin County's proposed contract is for \$19,000 for each assessment year 2017-2020, but the amount may be increased by the amount which exceeds the county's estimated cost of appraising new construction and new parcels. Historically, the county's assessments have increased each year (2013 \$14,000; 2014 \$15,000; 2015 \$17,000; and 2016 \$18,000). A copy of the Hennepin County Assessor's contract is included in the hard copy of the full council packet and in the electronic packet available at [www.greenwoodmn.com](http://www.greenwoodmn.com). If the city approves the 2017-2020 contract with the county, the county requests the city return 3 signed originals of the contract to County Assessor Jim Atchison.

(2) Equalized Assessment Solutions' proposed contract is for \$13,000 for 2017, and the contract may be extended for a period of 4 years. A copy of the EAS contract and bios for Michael Vanderlinden, AMA and Conrad Anderson, SAMA are included in the hard copy of the full council packet and in the electronic packet available at [www.greenwoodmn.com](http://www.greenwoodmn.com).

**Council Action:** None required. Potential motions ...

1. I move the Greenwood city council approves the 2017-\_\_\_\_ assessment contract provided by \_\_\_\_\_ and authorizes the mayor and city clerk to sign the contract on behalf of the city.
2. Do nothing or other motion ???

**AGREEMENT**

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

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

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

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

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

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

1. The COUNTY shall perform the 2017, 2018, 2019, and 2020 property assessment for the CITY OF GREENWOOD in accordance with property assessment procedures and practices established and observed by the COUNTY, the validity and reasonableness of which are hereby acknowledged and approved by the CITY. Any such practices and procedures may be changed from time to time, by the COUNTY in its sole judgment, when good and efficient assessment procedures so require. The property assessment by the COUNTY shall be composed of those assessment services

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

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

3. The CITY agrees to furnish, without charge, office space needed by the COUNTY at appropriate places in the CITY's offices. Such office space shall be sufficient in size to accommodate reasonably one (1) appraiser and any furniture placed therein. The office space shall be available for the COUNTY's use at any and all times during typical business hours, and during all such hours the COUNTY shall be provided with levels of heat, air conditioning and ventilation as are appropriate for the seasons.

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

5. It shall be the responsibility of the CITY to have available at the CITY's offices a person who has the knowledge and skill to be able to answer routine questions pertaining to homesteads and property assessment matters and to receive, evaluate and organize homestead applications. The CITY shall store all homestead applications and homestead data in secure storage meeting the requirements set by the COUNTY. It shall also be the responsibility of the CITY to promptly refer any homestead

application which needs investigation to the COUNTY.

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

7. It is agreed that nothing herein contained is intended or should be construed in any manner as creating or establishing the relationship of joint venturers or co-partners between the parties hereto or as constituting the CITY as the agent, representative or employee of the COUNTY for any purpose or in any manner whatsoever. Any and all personnel of CITY or other persons, while engaged in the performance of any activity under this Agreement, shall have no contractual relationship with the COUNTY and shall not be considered employees of the COUNTY and any and all claims that may or might arise under the Workers' Compensation Act of the State of Minnesota on behalf of said personnel or other persons while so engaged, and any and all claims whatsoever on behalf of any such person or personnel arising out of employment or alleged employment including, without limitation, claims of discrimination against the CITY, its officers, agents, CITY or employees shall in no way be the responsibility of the COUNTY, and CITY shall defend, indemnify and hold the COUNTY, its officials, officers, agents, employees and duly authorized volunteers harmless from any and all such claims regardless of any determination of any pertinent tribunal, agency, board, commission or court. Such personnel or other persons shall not require

nor be entitled to any compensation, rights or benefits of any kind whatsoever from the COUNTY, including, without limitation, tenure rights, medical and hospital care, sick and vacation leave, Workers' Compensation, Re-employment Compensation, disability, severance pay and retirement benefits.

8. CITY agrees that it will defend, indemnify and hold the COUNTY, its elected officials, officers, agents, employees and duly authorized volunteers harmless from any and all liability (statutory or otherwise) claims, suits, damages, judgments, interest, costs or expenses (including reasonable attorney's fees, witness fees and disbursements incurred in the defense thereof) resulting from or caused by the negligent or intentional acts or omissions of the CITY, its officers, agents, contractors, employees or duly authorized volunteers in the performance of the responsibilities provided by this Agreement. The CITY's liability shall be governed by Minn. Stat. Chapter 466 and other applicable law, rule and regulation, including common law.

9. COUNTY agrees that it will defend, indemnify and hold the CITY, its elected officials, officers, agents, employees and duly authorized volunteers harmless from any and all liability (statutory or otherwise) claims, suits, damages, judgments, interest, costs or expenses (including reasonable attorney's fees, witness fees and disbursements incurred in the defense thereof) resulting from or caused by the negligent or intentional acts or omissions of the COUNTY, its officers, agents, contractors, employees or duly authorized volunteers in the performance of the responsibilities provided by this Agreement. The COUNTY's liability shall be governed by Minn. Stat. Chapter 466 and other applicable law, rule and regulation, including common law.

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

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

12. This Agreement shall commence on August 1, 2016, and shall terminate on July 31, 2020. Either party may initiate an extension of this Agreement for a term of four (4) years by giving the other written notice of its intent to so extend prior to March 1, 2020. If the party who receives said notice of intent to extend gives written notice to the other party of its desire not to extend prior to, April 15, 2020 this Agreement shall terminate on July 31, 2020.

Nothing herein shall preclude the parties, prior to the end of this Agreement, from agreeing to extend this contract for a term of four (4) years. Any extended term hereof shall be on the same terms and conditions set forth herein and shall commence on August 1, 2020. Either party may terminate this Agreement for "just cause" as determined by the Commissioner of Revenue after hearing for such a determination is held by the Commissioner of Revenue and which has been attended by representatives of COUNTY and CITY or which said

representatives had a reasonable opportunity to attend, provided that after such determination, any party desiring to cancel this Agreement may do so by giving the other party no less than 120 days' written notice. If the CITY should cancel this Agreement, as above provided, before the completion of the then current property assessment by the COUNTY, the CITY agrees to defend and hold the COUNTY, its officials, officers, agents, employees and duly authorized volunteers harmless from any liability that might ensue as a result of the non-completion of a property tax assessment.

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

13.A. In consideration of said assessment services, the CITY agrees to pay the COUNTY the sum of Nineteen Thousand Dollars (\$19,000) for each assessment, provided that any payment for the current year's assessment may be increased or decreased by that amount which exceeds or is less than the COUNTY's estimated cost of appraising new construction and new parcels for the current year's assessment. The amount of any increase or decrease shall be specified in the billing for the current year's assessment.

13.B. Regarding each assessment, in addition to being subject to adjustment in the above manner, said assessment cost of \$19,000 may also be increased by the COUNTY if:

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

If the COUNTY desires to increase the assessment cost pursuant to this paragraph 13(B), it shall give written notice thereof by June 15 of any year and such increase shall apply to the assessment for the calendar year next following the current calendar year. Any such notification shall specifically set forth the amount of any new construction and new parcel appraisal charges. Notwithstanding any provisions herein to the contrary, if any such increase, exclusive of any charge for the estimated costs of new construction and new parcel appraisals, exceeds seven and one half percent (7.5%) of the amount charged for the assessment for the then current calendar year, exclusive of any charge for the estimated costs of new construction and new parcel appraisals, the CITY may cancel this Agreement by giving to the COUNTY written notice thereof, provided that said cancellation notice must be received by the COUNTY not later than July 24 of the then current calendar year and said cancellation shall be effective no earlier than five (5) days after the receipt of said notice by the COUNTY and not later than July 31 of said next calendar year. Supportive records of the cost increase will be open to inspection by the CITY at such times as are mutually agreed upon by the COUNTY and CITY.

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

Payment for each assessment shall be made in the following manner:

Approximately one-half (1/2) of the cost of an assessment (the amount payable being set forth in a bill sent by the COUNTY to the CITY) shall be paid by the CITY no later than the fifteenth (15<sup>th</sup>) day of the December which precedes the pertinent assessment year; and the remaining portion of said cost (the amount payable being set forth in a bill sent by the COUNTY to the CITY) shall be paid by the CITY no later than July 15 of the pertinent year.

The COUNTY may bill the CITY after the aforesaid dates and in each such case, the CITY shall pay such bill within thirty (30) days after receipt thereof.

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

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

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

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

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

Any party may designate a different addressee or address at any time by giving written notice thereof as above provided. Any notice, if mailed, properly addressed, postage prepaid, registered or certified mail, shall be deemed dispatched on the registered date or that stamped on the certified mail receipt and shall be deemed received within the second business day thereafter or when it is actually received, whichever is sooner. Any notice delivered by hand shall be deemed received upon actual delivery.

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

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IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by its duly authorized officers and delivered on its behalf, this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

COUNTY OF HENNEPIN  
STATE OF MINNESOTA

Reviewed by County  
Attorney's Office:

By: \_\_\_\_\_  
Chair of the County Board

Date: \_\_\_\_\_

And: \_\_\_\_\_  
Assistant/Deputy/County Administrator

ATTEST: \_\_\_\_\_  
Deputy/Clerk of the County Board

CITY OF GREENWOOD

By: \_\_\_\_\_

Its \_\_\_\_\_

And: \_\_\_\_\_

Its \_\_\_\_\_

City organized under:

\_\_\_\_\_ Statutory \_\_\_\_\_ Option A \_\_\_\_\_ Option B \_\_\_\_\_ Charter

**EXHIBIT A**  
**CITY OF GREENWOOD**

During the contract term, the County shall:

1. Physically inspect and revalue 20% of the real property, as required by law.
2. Physically inspect and value all new construction, additions and renovation.
3. Adjust estimated market values on those properties not physically inspected as deemed necessary per sales ratio analysis.
4. Prepare the initial assessment roll.
5. Print and mail valuation notices.
6. Respond to taxpayers regarding assessment or appraisal problems or inquiries.
7. Conduct valuation reviews prior to Board of Review or Open Book Meetings, as determined by the City – approximate dates: March through May 15.
8. Attend Board of Review or conduct Open Book Meeting. Prepare all necessary review appraisals. Approximate dates: April 1 – May 31.
9. Maintain an updated property file – current values, classification data and characteristic data.
10. Prepare divisions and combinations as required.
11. Process all homestead and special program applications.
12. Administer the abatement process pursuant to Minn. Stat. §375.192.
13. Prepare appraisals; defend and/or negotiate all Tax Court cases.

## INDEPENDENT CONTRACTOR AGREEMENT

This independent contractor agreement (the “**Agreement**”) is made and entered into as of July 1, 2016 (the “**Effective Date**”) between the City of Greenwood (the “**City**”), a political subdivision of the State of Minnesota, and DBA Equalized Assessment Solutions (the “**Contractor**”) (collectively, the “**Parties**”).

The City requests the Contractor to perform services for it and may request the Contractor to perform other services in the future; and

The Parties therefore agree as follows:

### 1.0. **Term and Termination.**

1.1. This Agreement takes effect immediately as of the Effective Date, and remains in full force and effect until the Contractor has completed the Services (the “**Term**”), unless earlier terminated under this Section 1.

1.2. Either Party may terminate this Agreement for cause by providing the other Party written notice if the other Party: (i) is in material breach of this Agreement and has failed to cure such breach within five (5) days after its receipt of written notice of such breach provided by the non-breaching Party; (ii) engages in any unlawful business practice related to that Party's performance under the Agreement; or (iii) files a petition for bankruptcy, becomes insolvent, acknowledges its insolvency in any manner, ceases to do business, makes an assignment for the benefit of its creditors, or has a receiver, trustee or similar party appointed for its property.

### 2.0. **Contractor Services.**

2.1. During the Term, the City may engage the Contractor to provide the following services as needed (the “**Services**”): The Contractor agrees to cooperate with officials of the City and Hennepin County in performing 2017 assessment services as defined in Minnesota Statute. The City agrees and acknowledges that the manner used in the performance of the assessment duties will be under the control and direction of said Contractor. The property assessment by the Contractor shall be composed of those assessment services which are set forth in Exhibit A, attached and made a part of by this reference.

2.2. The Contractor shall provide transportation and the necessary equipment to perform the Services. If the Contractor has obtained employees or agents (the “**Contractor Personnel**”), the Contractor shall be solely responsible for all costs associated with the Contractor Personnel. The City shall furnish all equipment and supplies necessary for the performance of the contracted services including the Hennepin County Data fee. Additionally, the City agrees to provide office space and office furniture to accommodate one appraiser and provide heat, air conditioning, clerical support, office supplies and equipment, copying machine with supplies and WIFI without charge to the contractor.

2.3. The Contractor shall attend Local Board of Review and Open book meetings on the date or dates agreed upon by the Parties.

2.4. In consideration of the services rendered by the Contractor, the City shall pay to the contractor the sum of **\$13,000.00** payable in 12 installments of \$1,083.33 beginning the last day of July, 2016 and ending to the last day of June, 2017. Nothing in this agreement shall preclude the parties from negotiating to extend this contract for a period of four years.

### **3.0.Independent Contractor Status.**

3.1. The Parties intend that the Contractor and any Contractor Personnel be engaged as independent contractors of City. Nothing contained in this Agreement will be construed to create the relationship of employer and employee, principal and agent, partnership or joint venture, or any other fiduciary relationship.

3.2. The Contractor may not act as agent for, or on behalf of, the City, or to represent the City, or bind the City in any manner.

3.3. The Contractor will not be entitled to worker's compensation, retirement, insurance or other benefits afforded to employees of the City.

4.0. **Representations.** Both Parties represent that they are fully authorized and empowered to enter into this Agreement, and that the performance of the obligations under this Agreement will not violate or infringe upon the rights of any third-party, or violate any agreement between the Parties and any other person, firm or organization or any law or governmental regulation.

5.0. **Indemnification.** The Contractor shall indemnify and hold harmless the City, its affiliates, and its respective officers, directors, agents and employees from any and all claims, demands, losses, causes of action, damage, lawsuits, judgments, including attorneys' fees and costs, arising out of, or relating to, the Contractor's services under this Agreement.

6.0. **Liability.** EXCEPT WITH RESPECT TO THE PARTIES' INDEMNIFICATION OBLIGATIONS, NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES ARISING FROM OR RELATED TO THIS AGREEMENT, INCLUDING BODILY INJURY, DEATH, LOSS OF REVENUE, OR PROFITS OR OTHER BENEFITS, AND CLAIMS BY ANY THIRD PARTY, EVEN IF THE PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING LIMITATION APPLIES TO ALL CAUSES OF ACTION IN THE AGGREGATE, INCLUDING WITHOUT LIMITATION TO BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, STRICT LIABILITY, AND OTHER TORTS.

7.0. **Disclaimer of Warranty.** THE WARRANTIES CONTAINED HEREIN ARE THE ONLY WARRANTIES MADE BY THE PARTIES HEREUNDER. EACH PARTY MAKES NO OTHER WARRANTY, WHETHER EXPRESS OR IMPLIED, AND EXPRESSLY EXCLUDES AND DISCLAIMS ALL OTHER WARRANTIES AND REPRESENTATIONS OF ANY KIND, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT. THE COMPANY DOES NOT PROVIDE ANY WARRANTY THAT OPERATION OF ANY SERVICES HEREUNDER WILL BE UNINTERRUPTED OR ERROR-FREE.

### **8.0 Miscellaneous Provisions.**

8.1. This Agreement, and any accompanying appendices, duplicates, or copies, constitutes the entire agreement between the Parties with respect to the subject matter of this Agreement, and supersedes all prior negotiations, agreements, representations, and understandings of any kind, whether written or oral, between the Parties, preceding the date of this Agreement.

8.2. This Agreement may be amended only by written agreement duly executed by an authorized representative of each party (email is acceptable).

8.3. If any provision or provisions of this Agreement shall be held unenforceable for any reason, then such provision shall be modified to reflect the parties' intention. All remaining provisions of this Agreement shall remain in full force and effect for the duration of this Agreement.

8.4. This Agreement shall not be assigned by either party without the express consent of the other party.

8.5. A failure or delay in exercising any right, power or privilege in respect of this Agreement will not be presumed to operate as a waiver, and a single or partial exercise of any right, power or privilege will not be presumed to preclude any subsequent or further exercise, of that right, power or privilege or the exercise of any other right, power or privilege.

8.6. This Agreement is be governed by and construed in accordance with the laws of the State of Minnesota without reference to any principles of conflicts of laws, which might cause the application of the laws of another state. Any action instituted by either party arising out of this Agreement will only be brought, tried and resolved in the applicable federal or state courts having jurisdiction in the State of Minnesota. EACH PARTY HEREBY CONSENTS TO THE EXCLUSIVE PERSONAL JURISDICTION AND VENUE OF THE COURTS, STATE AND FEDERAL, HAVING JURISDICTION IN THE STATE OF MINNESOTA.

The Parties are signing this Agreement on the date stated in the introductory clause.

City of Greenwood

By: \_\_\_\_\_

Name:

Title:

Equalized Assessment Solutions

By: \_\_\_\_\_

Name:

Title:

## EXHIBIT A

During the contract term E.A.S. shall:

1. Physically inspect and revalue 20% of the real property, as required by law.
2. Physically inspect and revalue all new construction, additions and renovation.
3. Adjust estimated market values on those properties not physically inspected as deemed necessary per sales ratio analysis.
4. Prepare the initial assessment roll.
5. Respond to taxpayers regarding assessment or appraisal problems or inquiries.
6. Conduct valuation reviews prior to Local Board of Appeal and Equalization or Open Book Meetings, as determined by the City – approximate dates: March 1st through May 15.
7. Attend Local Board of Appeal and Equalization or conduct Open Book Meeting. Prepare all necessary review appraisals. Approximate dates: April 1<sup>st</sup> – May 31<sup>st</sup>.
8. Maintain an updated property file = current values, classification data and characteristic data.
9. Prepare divisions and combinations as required.
10. Assist Hennepin County with tax court petitions.

WE ARE

# EQUALIZED ASSESSMENT

## SOLUTIONS

**Michael Vanderlinden, AMA**

[www.linkedin.com/pub/michael-vanderlinden/49/579/338/](http://www.linkedin.com/pub/michael-vanderlinden/49/579/338/)

Professional Assessor since 2004. Ten years in the rapidly growing, second ring suburb of Plymouth and two years in the commuter suburb of Otsego. Currently licensed as an Income Qualified, Accredited Minnesota Assessor. Strong background in surveying and residential construction. Education includes BA in Public Management from Metropolitan State.

Professional reference: Jake Pidde, Assistant County Assessor, Stearns County.

(612)840-7953 [jake.pidde@co.stearns.mn.us](mailto:jake.pidde@co.stearns.mn.us)

**Conrad Anderson, SAMA**

Professional Assessor since 2002. Beginning with three years at McLeod County responsible for Winsted City, Lester Prairie City, Hutchinson City and Brownton City assessments. Eleven years with Wright County, ten working as an assessor with the districts of Rockford and Hanover cities and nine in the city of Otsego. Contract work as an independent Local Assessor in Rich Valley Township and Biscay City from 2005 to 2011. Currently assigned the townships of Albion, Middleville and French Lake in and for Wright County. Strong background in agricultural, commercial and industrial properties. Education includes Ridgewater College, and continuing education through MAAO, IAAO and Kaplan University. Currently a candidate for RES and CAE licensure through IAAO.

Professional Reference: Randy DesMarais, Retired Deputy Assessor, Wright County.

(763) 682-5586 [Rld586@hotmail.com](mailto:Rld586@hotmail.com)

# Minnesota

## State Board of Assessors

*Has Issued*  
**Accredited Minnesota Assessor**  
Assessor License Number: 2957

To: Michael R Vander Linden

4219 Eaton Avenue SE  
Delano MN 55328

Effective Date: 07/01/2015

Expiration Date: 06/30/2016

# Minnesota

## State Board of Assessors

*Has Issued*  
**Senior Accredited Minnesota Assessor**  
Assessor License Number: 2917

To: Conrad M Anderson

1113 Fox Run Road  
Waconia MN 55387

Effective Date: 07/01/2015

Expiration Date: 06/30/2016



Agenda Number: **8D**

Agenda Date: **06-01-16**

*Prepared by Deb Kind*

**Agenda Item:** Requests Regarding the Fire Lane Between 5120 & 5130 Meadville Street

**Summary:** The city's road committee (Councilman Bob Quam and Councilman Bill Cook) received an email from Mark Krezowski, 5120 Meadville Street, regarding the Meadville Fire Lane located between 5120 and 5130 Meadville Street. Mark would like the city council to approve the following ...

1. Post a "parking by permit only" sign in the area.
2. Stripe the center line around the hard curve on Meadville Street to make it clear that the Fire Lane is not a continuation of the road.
3. Remove the 2nd Meadville Street sign blade that currently is on the post at the hard curve on Meadville.

In 1998, the city council approved resolution 2-98A which includes the following conditions and principles for the Fire Lane ...

- (a) It shall not be improved;
- (b) It shall not be developed;
- (c) No tree or shrub shall be removed;
- (d) No swimming beach shall be developed thereat;
- (e) No fishing shall be authorized thereat;
- (f) No boat docking shall be permitted thereat;
- (g) Parking shall be allowed by permit only;
- (h) Snowmobiles shall not be permitted to travel over and across the parcel; and
- (i) The property shall not be denominated by the city as a "park."

Copies of Mark Krezowski's email and resolution 2-98A from 1998 are included in the hard copy of the full council packet and in the electronic packet online at [www.greenwoodmn.com](http://www.greenwoodmn.com).

For the council's reference, below are city code sections that are related to the requests:

**Section 710.00. No-Parking and Limited-Parking Zones.**

The city council may, from time to time, by motion or resolution designate portions of the highways and streets within the city as no-parking zones or limited-parking zones and shall cause such zones to be marked by appropriate signs. The location of such signs limiting parking shall be prima facie evidence that the city council has by proper resolution or motion authorized the establishment of such no-parking or limited-parking zones. The council shall make a determination of such no-parking zones or limited-parking zones on the basis of convenience to the public and traffic hazards. No person shall park any vehicle in a no-parking zone or any limited-parking zone for a longer period than is specified on the signs posted in such zones.

**Section 710.30. Regulation of Fire Lane Use.**

The city council may, from time to time, by resolution designate such portions of the highways and streets within the city which dead end at the waters edge of public waters as no parking zones, parking by permit only zones, limited parking zones, no trailer parking zones, no boat launching, no lake access zones, restricted lake access zones, and may prohibit or restrict the use and operation of motor vehicles (as defined by Minnesota statutes) including boats, trailers, snowmobiles, and all terrain vehicles thereon by vehicle type, purpose, season, permit, dates, times and such other restrictions as deemed necessary, including the installation of seasonal or permanent barriers within the public right of way. The city council shall cause such zones to be marked by appropriate signs. The location of such signs and the restrictions stated thereon shall be prima facie evidence that the city council has by proper resolution authorized the establishment of such no parking zones, parking by permit only zones, limited parking zones, no trailer parking zones, no boat launching, no lake access zones, restricted lake access zones or other restricted use zones. The city council shall make a determination of such use restriction zones on the basis of necessity in the interest of the public health safety and welfare. No person shall park or perform an act in contravention of the posted restriction.

## 710.05. Temporary Parking Permits.

Upon the request of a resident holding a social event, the city clerk may issue a permit for the parking of vehicles in a no-parking zone for a limited time period during the event if no other feasible alternative exists. Permits may be issued for a maximum of 24 hours and no more than 2 permits may be issued to the same property per year. Persons requesting a permit shall submit the following to the city clerk:

- (a) Written statement that includes the reason for the request and lists the date and time period vehicles will be parked in the no-parking zone.
- (b) A map indicating the area and number of parking spaces that will be utilized.
- (c) Payment of the permit fee set forth in chapter 5.

The city clerk may deny the permit request or revoke an approved permit if it is found there is endangerment to public safety or if inclement weather such as a heavy snowfall makes roadside parking unsafe. If the city clerk approves the request, a hard copy or electronic copy of the permit will be issued. The permit holder may make copies of the permit as needed. Permits must be displayed on the driver's side dash of each vehicle during the time permitted. Vehicles must be parked in a manner that allows space for the unimpeded passage of emergency vehicles. The city clerk shall notify the fire chief and police chief regarding the date, location, and duration of approved temporary parking permits.

Even though there is no city ordinance that requires it, historically the city council has approved all street markings and all signage installations / removals in the city (not just for parking-related signage).

**Council Action:** None required. Potential motions ...

1. I move the Greenwood city council authorizes the following regarding the Meadville Fire Lane located between 5120 & 5130 Meadville Street: (1) The installation of a "Parking by Permit Only" sign per resolution 2-98A; (2) Center line striping around the hard curve on Meadville Street; and (3) Removal of the 2nd Meadville Street sign blade parallel to the Fire Lane currently on the post at the hard curve on Meadville Street.
2. I move the Greenwood city council authorizes the following regarding the Meadville Fire Lane located between 5120 & 5130 Meadville Street: (1) The installation of a "Parking by Permit Only" sign per resolution 2-98A; (2) Center line striping around the hard curve on Meadville Street; and (3) Installation of 2 new Meadville Street sign blades with arrows indicating the road continues around the hard curve in both directions.
3. Do nothing or other motion ???

**From:** Mark Krezowski mtkrezowski@frontiernet.net  
**Subject:** Fire Alley signage request from neighbors  
**Date:** May 23, 2016 at 9:33 AM  
**To:** billandtishcook@msn.com, quamco@aol.com  
**Cc:** Dana Young danayoung@mchsi.com, Mtk mtkrezowski@frontiernet.net, dkind100@gmail.com

MK

To: Bob Quam, Bill Cook,

Hi Bob, Bill,

We have discussed with the four other neighbors adjoining the Meadville Fire Alley and would like to request that the Meadville Fire Alley signage be put in place per the 9/17/1997 Planning Commission recommendations adopted by the then City Council and put in place shortly thereafter. It seems that over the years and administration changes your predecessors decided to replace that 1997 signage with the current signage? Perhaps you know the history better over the past 20 years.

The basic reasons for signage change is that we are interested in security and privacy from transient people (defined as non-greenwood residents) who come to our neighborhood and use the Alley in violation of the Meadville Fire Alley resolution dated 1-6-1998.

We believe that if the City followed the 9-17-1997 Planning Commission signage requests to the City Council, which was agreed to by the City Council and enacted, we would not have the security and privacy issues of the Fire Alley today. The 1997 solutions enacted were: (1) the existing "resident only" sign changed to "parking by permit only", (2) a white line drawn along Meadville Street so it is clear that it is not a continuation of the road, and (3) the additional Meadville Street sign taken off of the street sign on the corner. Interesting that all of these things were done but somehow the City reverted back to no doing these things and refuses to put up the prior "residents only" sign per our request last year. If these things had not been overlooked and/or overruled by later City officials we would likely not have had the problems with security and privacy listed below.

At some point the City decided that it could not enforce the "parking by permit only" and we understand that and would therefore ask that the "residents only" sign be put back up in alignment with the 1998 Council enacted resolution that essentially denies access to the Meadville Fire Alley except for adjoining residents parking. Thanks. I will follow up later this week with a phone call to both of you.

Mark Krezowski  
612-868-3783

---

### **Problems with Meadville Fire Alley:**

*1. No security or safety for surrounding residents. Since city allows transient traffic and identifies the Meadville fire Alley as a street, the following occurs:*

- Non-residents park and use Fire Alley as a point to walk neighborhood taking up residents parking use and cluttering Alley with cars. Overnight parking has occurred with transients sleeping in their cars.

- Vandalism occurs when transients run their cars on the grass and hit residents houses, landscaping and garage doors with them.

- Trespassing occurs on residents yards, docks and homes. Fishing from our docks and asking to use our bathroom facilities. There is danger of home invasion.

- Trash, noise and peeping occur when diesel truck transients park at lake and leave engines running while they eat their lunch. They watch us in our yards. Pretty bad listening and smelling a diesel engine 3 feet from your yard.

- Curfew is broken and noise ordinances broken when midnight drunk swimmers help themselves to the Alley and lake access.

- Safety and probable City liability at risk due to lack of care to Alley with overgrown buckthorn, trash, noxious weeds, rip-rap that consists of broken cement, chains, cable, trash and toilet seats. Shoreline looks horrible. The buckthorn, vines and junk trees have been an eyesore and risk to transients who walk down to the lake. Current natural gas line work has left a class 5 scar 40 feet long on green area.

Note: Four of us families have put forth considerable effort in the past few years to again beautify this Alley as the city takes no responsibility to do so. Many areas of the above issue have been improved by us. Unfortunately this makes the Alley more attractive to transients as well as for our neighborhood.

## *2. Resident privacy is an issue:*

- Privacy is violated when steady streams of 20 or more theater goers walk to shoreline and on to private property of adjoining residents. This happens on any nice day when there is a performance.

- Privacy and Safety are at issue when continuous cars park, idle, turn around and hit private property of adjoining residents.

- Privacy and Safety is violated when transients use adjoining residents lawns and docks and even fish from them. When confronted they plead public property and become belligerent.

- Privacy and Safety are an issue when people put chairs on shore, open their coolers and drink beer while remaining in their chairs for the entire day, except to urinate. All while watching adjoining residents in their yards.

- Traffic and noise from non-Greenwood transients is increased down Meadville street effecting everyone on Meadville street. Greenwood is almost completely a residential neighborhood with no need or desire for transients to drive up and down Meadville street looking for lake access and deciding the Meadville Fire Alley is a good spot to stop for access, and then continuing to come back to this Fire Alley.

## *3. City is perhaps liable for the above risks by labeling the Alley as a public street, not posting resident only sign and not messaging that there is no lake access or fire alley use other than that per the city resolution for this Alley.*

- City inadequately cares for, cleans and maintains the Alley green areas. City does maintain the actual street, but that is all.

- City used to post a "resident only" sign but refuses to now. Proposals to city date back to 1997 to take street sign down, paint white line on Meadville showing actual street and put up "parking by permit only" as per current resolution dating January 6, 1998.

City is not following 1998 resolution. City is not following the wishes of Adjacent residents to this Fire Alley.

**What makes this Fire Alley different from other Greenwood lake access:**

1. Driveway access. There are 4 residents that have driveway access directly off this Fire Alley. This Fire Alley is not a simple lake access between homes.
2. Existing resolution is for a passive non-use city property, except for 4 residences that have driveway access. The city does not make this known with improper Alley naming (calling it Meadville Street), and no signage for proper resident parking and non-use.
3. The adjoining residents residents have banded together to “take care” of this Fire Alley. That includes eradicating buckthorn, vines, noxious weeds, junk trees, cleaning trash and debris, cleaning rip-rap, improving rip-rap and caring for the grass, shrubs and plantings that one adjoining neighbor has provided to this Fire Alley for over 30 years.

**RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF GREENWOOD, MN**

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RE: THAT CERTAIN PUBLIC RIGHT-OF-WAY APPROXIMATELY 50 FEET IN WIDTH LYING WESTERLY OF MEADVILLE STREET BETWEEN P.I.D. PARCELS 26-117-23-32 0015 AND 26-117-23-32-0008

---

---

**WHEREAS**, the City Council of the City of Greenwood has received the report of the Planning Commission regarding that certain public right-of-way approximately 50 feet in width lying westerly of Meadville Street and located between property tax I.D. parcels 26-117-23-32 0015 and 26-117-23-32-0008; and

**WHEREAS**, the City Council has taken into consideration the advice of the Planning Commission, the comments of the public and the interest of the City as a whole; and

**WHEREAS**, said property abuts Lake Minnetonka and is presently used, in part, to access neighboring properties; and

**WHEREAS**, the shoreline is not used for docking purposes; and

**WHEREAS**, the City has received a petition for vacation of the property; and

**WHEREAS**, the vacation of the property has been opposed by members of the general public; and

**WHEREAS**, the City would benefit from the continued ownership and passive use of the property.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Greenwood, Minnesota:

1. That certain public right-of-way, approximately 50 feet in width located westerly of Meadville Street between tax P.I.D. parcels 26-117-23-32 0015 and 26-117-23-32-0008 shall not be vacated and the petition for the vacation of the same is hereby denied.

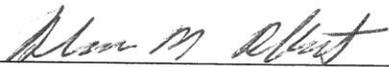
**FURTHER RESOLVED:**

2. That said area shall be retained by the City and managed under the following conditions and principles:

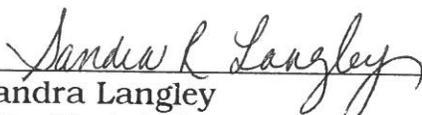
- a. It shall not be improved;
- b. It shall not be developed;
- c. No tree or shrub shall be removed;
- d. No swimming beach shall be developed thereat;
- e. No fishing shall be authorized thereat;
- f. No boat docking shall be permitted thereat;
- g. Parking shall be allowed by permit only;
- h. Snowmobiles shall not be permitted to travel over and across the parcel; and
- i. The property shall not be denominated by the City as a "park".

PASSED THIS 6TH DAY OF JANUARY, 1998 BY THE CITY COUNCIL OF THE CITY OF GREENWOOD, MINNESOTA. 5 AYES, 0 NAYS

CITY OF GREENWOOD

  
\_\_\_\_\_  
Alan M. Albrecht, Mayor

ATTEST:

  
\_\_\_\_\_  
Sandra Langley  
City Clerk/Administrator

1\greenres.PID



**Agenda Number: 8E**

**Agenda Date: 06-01-16**

*Prepared by Deb Kind*

**Agenda Item:** Consider 2016 Proposals for Weed Clean Up at St. Alban's Bay Docks

**Summary:** Late in the summer of 2015, the city council contracted with Lakefront Restoration to clean up weeds around the city docks located on St. Alban's Bay. At that time the council indicated interest in contracting for annual clean up of the weeds by the docks. The city clerk secured proposals from 3 companies to provide weed clean up:

	<b>Number of treatments</b>	<b>Cost per treatment</b>	<b>Total Estimate</b>
<b>Life's A Beach</b>	4	\$150.00	\$600.00
<b>Waterfront Restoration</b>	2	\$570.00	\$1,140.00
<b>Lakescape</b>	3	\$455.40	\$1,366.20

Copies of the proposals are in the hard copy of the full council packet and in the electronic packet at [www.greenwoodmn.com](http://www.greenwoodmn.com).

**Council Action:** None required. Potential motions ...

1. I move the Greenwood city council authorizes the city clerk to sign a contract with \_\_\_\_\_ for 2016 weed removal at the city docks on St. Alban's Bay for a cost of \$\_\_\_\_\_.
2. Do nothing or other motion ???



# Lakescape

"Keeping your shoreline clean and pristine."

[www.lakescapellc.com](http://www.lakescapellc.com)

**Mailing Address:** 20920 Oak Lane  
Greenwood, MN  
55331

**Phone:** (952) 222-7740

**E-mail:** [thomaslecy@lakescapellc.com](mailto:thomaslecy@lakescapellc.com)

**Licensed and Fully Insured! We hold a commercial mechanical control permit issued by the Minnesota DNR.**

Dear

Thank you for inquiring about Lakescape LLC's services. We are happy to provide you with the following information:

- 1.) Lake weed removal estimate.. pg. 2
- 2.) Additional services..... pg. 3
- 3.) Terms of service..... pg. 4

**You may need to obtain a DNR permit** if you would like to get a large area of lake weeds treated using our hand removal method. As stated in the Minnesota DNR rules and regulations, " Under Minnesota law, aquatic plants growing in public waters are the property of the state. Because of their value to the lake ecosystem, they may not be destroyed or transplanted unless authorized by the Commissioner of the Department of Natural Resources as stipulated in the Aquatic Plant Management Rules."

**Control methods which MUST HAVE a permit:**

- Destruction of any emergent vegetation (for example, cattails and bulrushes).
- Cutting or pulling by hand, or by mechanical means, submerged vegetation in an area larger than 2,500 square feet.
- Applying herbicides or algicides.
- Moving or removing a bog of any size that is free-floating or lodged in any area other than its place of origin in public waters.
- Transplanting aquatic plants into public waters.
- Use of automated aquatic plant control devices (such as the Crary WeedRoller).
- Physical removal of floating-leaf vegetation from an area larger than a channel 15 feet wide extending to open water.

*Taken from: <http://www.dnr.state.mn.us/shorelandmgmt/apg/regulations.html>*

**A Lakescape Representative can assist you in filling out this permit and send into the MN DNR for approval.**

All estimates are subject to alteration if the conditions outlined in the cost breakdown are different than described. Estimates will be checked in the spring to asses accuracy.

If you are satisfied with this estimate, please fill out your preferred payment option, comments, and any referrals you may have! Finally, please sign and date the third page of this packet. Scan in and send via e-mail to [thomaslecy@lakescapellc.com](mailto:thomaslecy@lakescapellc.com). By doing this, you acknowledge that you are satisfied with the price and description of the services in this document, and would like to receive an invoice for the coming summer season.

Thanks,

Thomas Lecy,  
Co-founder and President

Nick Baumgard,  
Co-founder and Chief Operations Officer



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## Estimate - Client Information

**Name:**

**Address:**

**Address cont'd:**

**Phone:**

**E-mail:**

**Estimate Number:**

**Estimate Date:**

**Due Date:**

**Estimate Total:**

## Lake Weed Removal

Marked Zone	Square Feet	Rate	Price	Disposal Fee (15%)	Amount
Zone 1- Low difficulty					
Zone 2 - Medium difficulty					
Zone 3 - High difficulty					
Aquatic Plant Management Permit					

### Number of Visits

Visit 1	Visit 2	Visit 3
<input type="text"/>	<input type="text"/>	<input type="text"/>

**Sub Total:**

**Special Offers:**

**Grand Total:**

**1st Payment Due:**

**2nd Payment Due:**

### Diagram of the Zones



\*\*\* Grand total includes all 3 hand removal treatments throughout the summer to manage lake weed growth. See terms of service for payment information.

Lakescape LLC will remove aquatic vegetation in marked zones. Due to the difficulty of servicing an area underwater in low conditions of visibility, Lakescape LLC cannot guarantee absolutely clear lake bottoms. Aquatic vegetation usually grows back at a lower rate in serviced areas (depending heavily on lake characteristics and weather conditions). Larger treatment areas tend to achieve best results.

There is a 4 day warranty period following each visit. Any further growth after this period may be subject to additional fees.



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## Additional Services

### Shoreline Cleanups

Lakescape LLC will clean up your beach by: clearing debris, removing unwanted objects or plant material, and raking. Do you want your beach in pristine condition for a special occasion? Check out this option!

Labor: \_\_\_\_\_

Disposal: \_\_\_\_\_

### Beach Sanding

Lakescape LLC will resand beaches that get washed away over time by changing water levels.

Labor: \_\_\_\_\_

Material: \_\_\_\_\_

Disposal: \_\_\_\_\_

### Dangerous Object Cleanup

Lakescape LLC will remove any potentially hazardous items weighing under 10 lbs. at no further cost to you. This service reduces the risk of injury due to the presence of dangerous items (due to underwater conditions, Lakescape LLC cannot guarantee the removal of all dangerous items).

Labor: \_\_\_\_\_

Disposal: \_\_\_\_\_

### Zebra Mussel Removal

Get rid of zebra mussel buildup on swim ladders, irrigation systems, and dock poles throughout the summer with this service.

Labor: \_\_\_\_\_

### Lost Item Search

Have you dropped something in the lake recently that you want back, a pair of sunglasses, your smartphone, boat keys? Let us know so we can search the lake bed for your valued item. (Remember the bottom of the lake is very muddy so Lakescape LLC cannot guarantee that all items will be found.)

Labor: \_\_\_\_\_

### Water Trampoline Management

Are you tired of dealing with those cumbersome water trampolines? Ask us about our services!

Service: \_\_\_\_\_

Cost: \_\_\_\_\_

### Additional Comments

### Referral Program

Do you happen to know someone who could benefit from our services? Please fill in their name, phone number, and e-mail address so we can contact them. You will receive a \$50 discount from your invoice for each client acquisition following a receipt of payment.

Name: _____	Name: _____
Phone Number: _____	Phone Number: _____
Address: _____	Address: _____



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## Terms of Service

These *Terms of Service* govern the relationship between you, as Customer, and Lakescape LLC ("Agreement"). Acceptance of these *Terms of Service* by Customer shall occur on the date Customer signs the Lakescape LLC *Estimate Form* or upon Customer's acceptance of services from Lakescape LLC, whichever occurs earlier. Upon acceptance, these *Terms of Service* are binding upon Customer and Lakescape LLC.

### **Obligations**

Lakescape LLC agrees to perform the services described on Customer's *Invoice*. The services will be completed in a timely, professional, and complete manner; and to the extent of the Services Description and Additional Services. Due to the nature of the services provided, if Lakescape LLC discovers any unforeseen issues not accounted for in the *Invoice*, Lakescape LLC reserves the right to submit a revised *Invoice* to Customer denoting the additional services and new payment amount.

Customer agrees to cooperate fully with Lakescape LLC to enable performance of the services. Customer further agrees to fully disclose all information that may assist Lakescape LLC in safely and effectively performing the services.

Customer shall immediately give Lakescape LLC notice of any alleged breach of this *Agreement* and use reasonable efforts to resolve the issue with Lakescape LLC.

### **Payment and Cancellation**

Lakescape LLC requires Customer to pay fifty percent (50%) of the *Invoice Grand Total* prior to the date services are scheduled or on the due date assigned in the *Invoice*. Customer shall receive an *Invoice* for services via e-mail before the first scheduled service. The remaining fifty percent (50%) will be due upon the completion of the second scheduled service or on the due date assigned in the *Invoice*. Again, the *Invoice* will be sent via e-mail. If any payment is not timely received in accordance with the above payment terms, Customer shall pay a late charge of ten percent (10%) of the past due payment. If any payment is not received within ten (10) days from notice of nonpayment, Lakescape LLC may terminate this *Agreement*, discontinuing services and may retain any previous customer payments. Customer may cancel the services by written notice to Lakescape LLC at least ten (10) days before the proceeding scheduled visit. Any unauthorized termination if the *Agreement* after the proceeding scheduled visit shall not relieve the obligation to make a payment on the *Invoice Grand Total*.

### **Lakescape LLC Property**

All documentation, logos, diagrams, and other business related materials distributed, given, or displayed by Lakescape LLC or its employees are the property of Lakescape LLC. Therefore they may not be redistributed, given or displayed without the consent of Lakescape LLC.

### **Private Information**

Any information given to Lakescape LLC by Customer including: Name, Address, Phone Numbers, E-mail Address, Credit Card Information and other Private Information; will be used solely for Lakescape LLC's services and will not be sold or given to any third parties without further consent from Customer.

### **Indemnification**

Customer shall indemnify and hold Lakescape LLC harmless against any claim, suit or other proceedings brought against Lakescape LLC based on Customer's breach of this *Agreement* or upon the services provided to Customer hereunder.

### **Miscellaneous**

The headings used in this *Agreement* are for convenience only and are not intended to change the meanings of the provisions hereof. This document defines the entire *Agreement* between the parties in connection with the subject matter hereof and supersedes all prior agreements, understandings, negotiations, and discussions, whether written or oral. If any provision of this *Agreement* is held by a court in competent jurisdiction to be ineffective, unenforceable or illegal for any reason, such decision shall not affect the effectiveness, validity or enforceability of any or all of the remaining provisions hereof. Lakescape LLC shall not be considered in breach of this *Agreement* to the extent performance of the services hereunder are prevented by an event beyond the control of Lakescape LLC, including, but not limited to weather, water conditions, access to service location, etc. No failure on the part of Lakescape LLC to exercise, and no delay in exercising any right hereunder, shall operate as a waiver thereof, nor shall any single or particular exercise of any right hereunder by Distributor preclude any further exercise hereof or of the exercise of any other right. This *Agreement* may be amended only by a written agreement signed by both parties.

Signer has read and understands the *Terms of Service* and would like Lakescape LLC to provide an *Invoice* for the options chosen.

**Customer Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_



**Life's A Beach Shoreline Services**

4309 Wilshire Blvd  
Mound, MN 55364

Phone # 6123270911

melissa.langseth@gmail.com

# Estimate

Date	Estimate #
5/18/2016	131

Name / Address
City of Greenwood 5205 Greenwood Circle

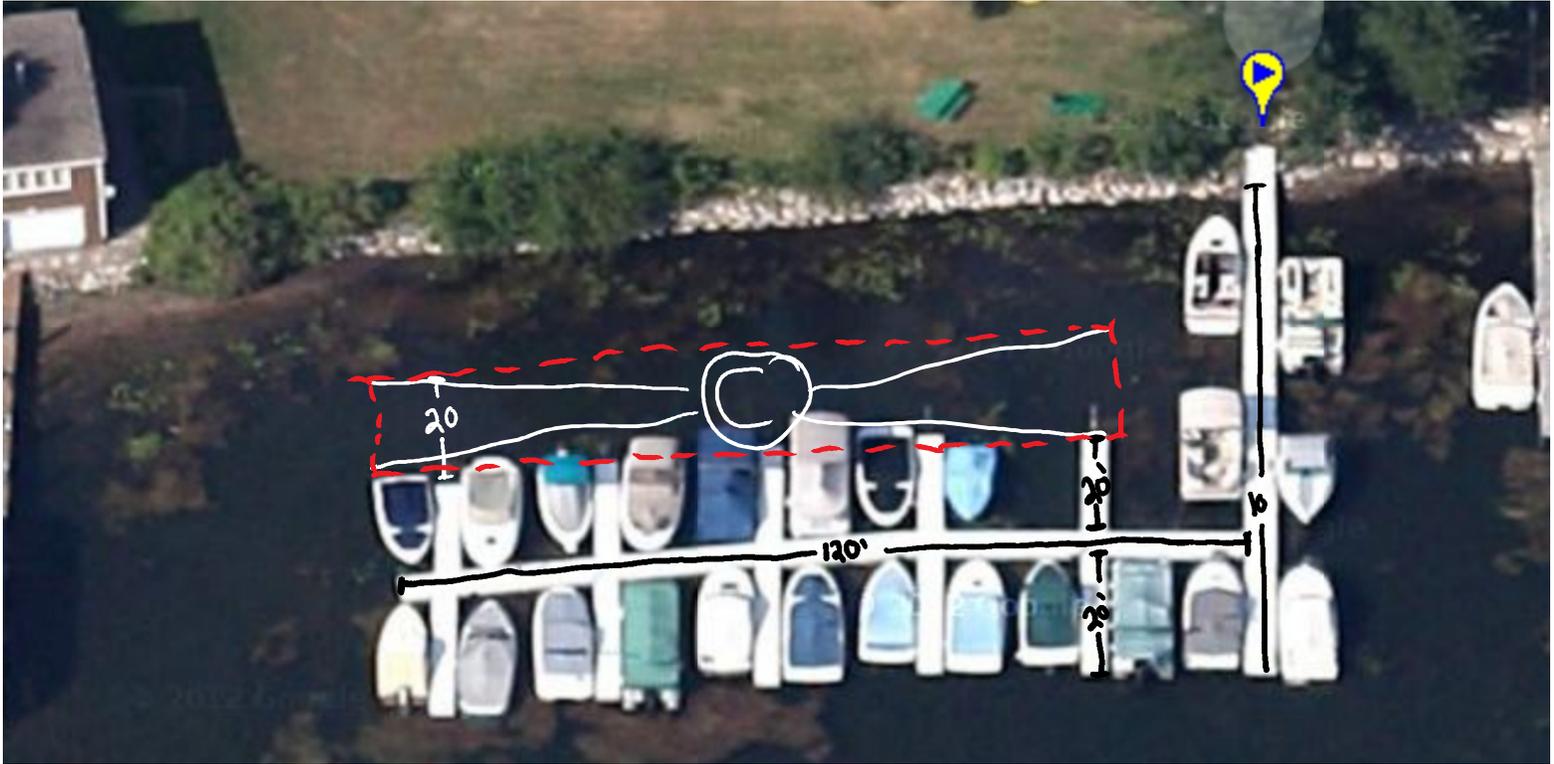
Project

Description	Qty	Rate	Total
Maintenance of Weeds through main travel area for boats (2nd week of June)		150.00	150.00T
Maintenance of Weeds through main travel area for boats (4th week of June)		150.00	150.00T
Maintenance of Weeds through main travel area for boats (Mid-Late July)		150.00	150.00T
Maintenance of Weeds through main travel area for boats (Mid-Late August)		150.00	150.00T
Sales Tax		7.275%	43.65
		<b>Total</b>	<b>\$643.65</b>

# Young, Dana- (City of Greenwood Dock Slips)- St. Albans Bay - 2016 Lakeshore Management Proposal- 5205 Greenwood Circle, Excelsior



**By-The-Root Lake Weed Control** Instantly Weed Free • Lasting Results • Chemical Free & Lake-Friendly



Date	Notes	Estimated Man Hours	Per Man Hour Rate	Estimated Subtotal
6/8-6/15	Visit 1: Hand Cutting in section C and cleanup of floating weeds in section C	6	\$ 95 =	\$ 570
8/3-8/10	Visit 2: Hand Cutting in section C and cleanup of floating weeds in section C	6	\$ 95 =	\$ 570

Description of Services		Scheduling of Services	
<input type="checkbox"/>	Weekly Recurring Service	See above	Start Date
<input type="checkbox"/>	Biweekly Recurring Service	See above	End Date
<input checked="" type="checkbox"/>	Scheduled Service	Anytime	Day of week

**ESTIMATED SUBTOTAL: \$ 1,140**

*NOTE: MAN HOURS OUTLINED ARE ESTIMATES ONLY. EXACT TIME MAY VARY FROM PROJECTED FIGURES*

\* Minimum charge of \$1,500 required

Work Completed will be approved by Client before leaving Jobsite

Invoiced upon completion of each visit

**ACCEPTANCE OF PROPOSAL** The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined. I have read and understand the terms of agreement:

SIGNATURE: \_\_\_\_\_  
 DATE: \_\_\_\_\_

Your account manager: **Derek Lee**  
 Account manager signature: \_\_\_\_\_

CONTACT INFO: Office- 952-356-0614 ext 740 Email sales@waterfrontrestoration.com.  
MAILING ADDRESS: P.O Box 783, Long Lake MN 55356

If chemicals have been recently applied, within the area outlined, divers cannot enter the water until the date of drinking water restriction outlined on the posted sign.



**Agenda Number: 8F**

**Agenda Date: 06-01-16**

*Prepared by Deb Kind*

**Agenda Item:** Consider Lake Minnetonka Conservation District 2017 Budget

**Summary:** The LMCD board approves the budget with input from the cities. But the cities do not take official action on the budget. The budget is certified to the state by July 1 each year.

Greenwood's share of the LMCD budget is proposed to decrease from \$ 6,009 in 2016 to \$6,298 in the 2017 budget.

**Council Action:** No action required. Possible motions ...

1. I move the city council expresses support for the 2017 Lake Minnetonka Conservation District budget as proposed and directs the city clerk to send a copy of this motion to Interim LMCD Executive Director Jim Brimeyer.
2. Do nothing or other motion ???



# LAKE MINNETONKA CONSERVATION DISTRICT

5341 MAYWOOD ROAD, SUITE 200 • MOUND, MINNESOTA 55364 • TELEPHONE 952/745-0789 • FAX 952/745-9085

April 29, 2016

TO: LMCD City Administrators  
LMCD Board Members

FROM: Jay Green, Chair  
Chris Jewett, Treasurer  
Gary Hughes, Board Member  
Jim Brimeyer, Interim Director

SUBJECT: Draft 2017 LMCD Budget

Enclosed is a copy of the draft 2017 Lake Minnetonka Conservation District (LMCD) Budget. The LMCD invites you to attend a review and comment session scheduled for Thursday, June 2<sup>nd</sup>, at 11 a.m. in the LMCD office.

By state statute, the allocation of levy to the 14 member cities is based on their percentage of the cumulative net tax capacity, with no city paying greater than 20% of the overall levy. The LMCD Board performed a detailed review of projected expenses and revenues for 2017, using the 2015 budget for a baseline of operating expenses. The LMCD is proposing a decrease in overall operating expenses for 2017 as less non-levy revenue and grant opportunities is anticipated; however, this will require an increase in the overall levy to balance the budget.

Highlights of the draft 2017 LMCD Budget include the following:

Draft 2017 LMCD Budget	
Budget Highlights	Details
Total Expenditures	5.4% decrease (\$539,392 compared to \$570,366 in 2016).
Personnel Services	26.6% decrease (\$186,940 compared to \$254,738 in 2016). Administrative Technician position will not be filled at this time. Contract services will be used to augment staffing requirements.
Contract Services Temporary Staffing	\$54,689 (compared to \$2,500 in 2016)
Office Lease & Storage	2.3% increase (\$18,049 compared to \$17,609 in 2016).
Eurasian Watermilfoil Harvesting Program	29.8% decrease (\$60,062 compared to \$85,500 in 2016). Reflects adjusted 2016 program after loss of the \$30,000 MN DNR grant.
Aquatic Invasive Species Prevention	\$37,562 for watercraft inspections through various partnerships. An \$18,781 grant from the Minnehaha Creek Watershed District is anticipated.
Overall Levy	6.3% increase (\$326,343 compared to \$306,866 in 2016).

The LMCD values your review and input. Please let Interim Executive Director Jim Brimeyer or your member city representative know if you would like a representative to attend an upcoming city council meeting to discuss the draft 2017 LMCD Budget or to review LMCD activities and projects. Review and approval by the LMCD Board is planned for the June 8<sup>th</sup> meeting.



30% Post Consumer Waste

Web Page Address: <http://www.lmcd.org> • E-mail Address: [lmcd@lmcd.org](mailto:lmcd@lmcd.org)

To protect and preserve Lake Minnetonka.



## LAKE MINNETONKA CONSERVATION DISTRICT 2017 BUDGET AND LEVY (Preliminary Approved)

City	2010 U.S. Census Population Data	2015 Taxable Market Value	2015 Net Tax Capacity	% of Total Net Tax Capacity (Note 1)	Share of Admin. Levy in 2017	Share of AIS Levy in 2017	Share of Total Levy in 2017	Share of Total Levy in 2016	Increase in Total Levy from 2016	% of Increase from 2016
DEEPHAVEN	3,642	1,141,547,816	12,886,000	5.3%	\$18,558	\$5,160	<b>\$23,719</b>	\$21,239	\$2,480	11.7%
EXCELSIOR	2,188	409,363,345	5,120,997	2.1%	\$7,375	\$2,051	<b>\$9,426</b>	\$8,492	\$934	11.0%
GREENWOOD	688	298,057,890	3,421,492	1.4%	\$4,928	\$1,370	<b>\$6,298</b>	\$6,009	\$289	4.8%
MINNETONKA	49,734	8,228,641,888	103,533,501	42.2%	\$51,069	\$14,200	<b>\$65,269</b>	\$61,373	\$3,896	6.3%
MTKA BEACH	539	292,418,268	3,416,139	1.4%	\$4,920	\$1,368	<b>\$6,288</b>	\$5,969	\$319	5.3%
MINNETRISTA	6,384	1,315,210,248	13,979,097	5.7%	\$20,133	\$5,598	<b>\$25,731</b>	\$25,063	\$668	2.7%
MOUND	9,052	1,025,501,450	10,894,400	4.4%	\$15,690	\$4,363	<b>\$20,053</b>	\$19,560	\$493	2.5%
ORONO	7,437	2,531,423,498	28,749,183	11.7%	\$41,404	\$11,513	<b>\$52,917</b>	\$50,553	\$2,364	4.7%
SHOREWOOD	7,307	1,517,977,665	16,691,552	6.8%	\$24,039	\$6,684	<b>\$30,723</b>	\$29,207	\$1,516	5.2%
SPRING PARK	1,669	227,113,200	2,711,561	1.1%	\$3,905	\$1,086	<b>\$4,991</b>	\$4,728	\$263	5.6%
TONKA BAY	1,475	519,003,290	5,899,254	2.4%	\$8,496	\$2,362	<b>\$10,858</b>	\$10,665	\$193	1.8%
VICTORIA	7,345	1,253,840,400	13,235,787	5.4%	\$19,062	\$5,300	<b>\$24,362</b>	\$22,430	\$1,932	8.6%
WAYZATA	3,688	1,643,114,630	21,501,877	8.8%	\$30,967	\$8,611	<b>\$39,577</b>	\$35,954	\$3,623	10.1%
WOODLAND	437	283,977,780	3,330,587	1.4%	\$4,797	\$1,334	<b>\$6,130</b>	\$5,623	\$507	9.0%
	101,585	20,687,191,368	245,371,427	100.0%	\$255,343	\$71,000	<b>\$326,343</b>	\$306,865	\$19,478	6.3%

Maximum Levy Per MN statute 103B.635 (Total Taxable Market Value \* .00242%):

\$500,630

(Note 1) Per MN statute 103B.631, no city may pay more than 20% of the total levy. The City of Minnetonka would pay a constant 20% of any amounts to be levied.

Remaining cities factor for determining levy amounts is computed as: (City Net Tax Capacity / ( Total Net Tax Capacity - Minnetonka Net Tax Capacity ) ) \* 80%

Total Net Tax Capacity	245,371,427
less Minnetonka Net Tax Capacity	(103,533,501)
Net Tax Capacity for remaining 13 cities	141,837,926

**2017 BUDGET DETAIL (Preliminary Approved)**

	2014 Actual	2015 Budget	2015 Actual	2016 Budget	2016 Actual Projected	Note	2017 Budget	Footnote # See Appendix A
<b>REVENUES</b>								
<b>1. Administration</b>								
a) LMCD Communities Levy	245,990	247,992	247,992	235,866	235,866		255,343	
b) Use from Administration Reserve	0	0	0	17,500	64,567	K	8,525	17
c) Court Fines	62,156	55,000	33,974	55,000	47,400		47,400	
d) Licenses	114,586	115,000	107,510	115,000	112,000		112,000	
e) Other Public Agencies	696	500	696	500	500		500	
f) Interest	1,358	2,000	1,352	1,500	1,500		1,500	
g) Other Income	1,043	2,000	1,533	2,000	2,000		1,500	
<b>SUB-TOTAL ADMINISTRATION</b>	<b>425,829</b>	<b>422,492</b>	<b>393,057</b>	<b>427,366</b>	<b>463,833</b>		<b>426,768</b>	
<b>2. Aquatic Invasive Species</b>								
a) LMCD Communities Levy	94,625	94,500	94,500	71,000	71,000		71,000	
b) Other Public Agencies	51,841	30,000	53,304	54,000	18,781	A	18,781	1
c) Use from AIS & Administration Reserves	0	0	0	0	7,343	B	7,343	17
d) Interest	0	500	492	500	500		500	
<b>SUB-TOTAL AQUATIC INVASIVE SPECIES</b>	<b>146,466</b>	<b>125,000</b>	<b>148,296</b>	<b>125,500</b>	<b>97,624</b>		<b>97,624</b>	
<b>3. Equipment Replacement</b>								
a) Transfers from Administration and AIS Reserves	25,000	35,000	35,000	17,500	0		15,000	17
b) Use from Equipment Replacement Reserve	0	0	0	0	0		0	
<b>SUB-TOTAL EQUIPMENT REPLACEMENT</b>	<b>25,000</b>	<b>35,000</b>	<b>35,000</b>	<b>17,500</b>	<b>0</b>		<b>15,000</b>	
<b>TOTAL REVENUES</b>	<b>597,295</b>	<b>582,492</b>	<b>576,353</b>	<b>570,366</b>	<b>561,457</b>		<b>539,392</b>	
<b>Total Levy</b>	<b>340,615</b>	<b>342,492</b>	<b>342,492</b>	<b>306,866</b>	<b>306,866</b>		<b>326,343</b>	
<b>DISBURSEMENTS</b>								
<b>ADMINISTRATION</b>								
<b>1. Personnel Services:</b>								
a) Salaries	203,829	204,488	203,296	205,100	166,873	C	149,893	2
b) FICA & Medicare	15,502	15,643	15,538	15,690	12,766	D	11,467	3
c) Employer Benefit Contributions	32,397	34,085	31,562	33,948	26,749	E	25,580	4
d) ED Vacation/Sick Payout (2016 only)	0	0	0	0	14,289	F	0	
<b>SUB-TOTAL PERSONNEL SERVICES</b>	<b>251,728</b>	<b>254,216</b>	<b>250,396</b>	<b>254,738</b>	<b>220,677</b>		<b>186,940</b>	
<b>2. Contractual Services:</b>								
a) Office Lease & Storage	16,760	17,180	17,180	17,609	17,609		18,049	5
b) Professional Services	2,054	2,500	18,587	2,500	2,500		2,500	6
<b>SUB-TOTAL CONTRACTUAL SERVICES</b>	<b>18,814</b>	<b>19,680</b>	<b>35,767</b>	<b>20,109</b>	<b>20,109</b>		<b>20,549</b>	

**2017 BUDGET DETAIL (Preliminary Approved)**

	<b>2014 Actual</b>	<b>2015 Budget</b>	<b>2015 Actual</b>	<b>2016 Budget</b>	<b>2016 Actual Projected</b>	<b>Note</b>	<b>2017 Budget</b>	<b>Footnote # See Appendix A</b>
<b>3. Office &amp; Administration:</b>								
a) Office, General Supplies	4,077	4,500	3,720	4,500	4,500		4,500	
b) Telephone	2,621	2,460	2,627	2,640	2,640		2,640	
c) Website, Internet, & E-mail	228	300	421	300	421		450	
d) Postage	4,968	5,000	4,249	5,000	5,000		5,000	
e) Printing, Publications, Advertising	11,575	11,000	6,076	12,000	8,800		9,000	<b>6</b>
f) Maintenance, Office Equipment	917	1,100	786	1,100	1,100		1,100	
g) Subscriptions, Memberships (primarily League of MN Cities)	1,677	1,700	1,775	1,768	1,825		1,900	
h) Insurance, Bonds	6,591	7,250	7,489	7,250	7,250		7,500	<b>8</b>
i) Public Information, Legal Notices	1,435	1,000	1,183	1,000	1,250		1,250	
j) Meeting Expenses	5,786	4,260	4,432	4,500	4,500		4,750	
k) Media (Cable & Internet)	0	3,300	2,780	3,600	2,400		2,400	<b>9</b>
l) Mileage	1,514	2000	1206	2000	2000		2000	
m) Employee Training	50	400	279	400	400		400	
<b>SUB-TOTAL OFFICE &amp; ADMINISTRATION</b>	<b>41,439</b>	<b>44,270</b>	<b>37,023</b>	<b>46,058</b>	<b>42,086</b>		<b>42,890</b>	
<b>4. Capital Outlay:</b>								
a) Furniture & Equipment	478	1,500	204	1,500	1,500		1,500	
b) Computer Software & Hardware	1,583	2,000	1,004	2,000	2,000		2,000	<b>10</b>
<b>SUB-TOTAL CAPITAL OUTLAY</b>	<b>2,061</b>	<b>3,500</b>	<b>1,208</b>	<b>3,500</b>	<b>3,500</b>		<b>3,500</b>	
<b>5. Legal:</b>								
a) Legal Services	40,744	32,000	46,582	32,000	53,000	<b>G</b>	54,000	<b>11</b>
b) Prosecution Services	29,738	45,000	42,337	45,000	45,000		45,000	<b>12</b>
c) Hennepin County Room & Board	812	1,000	279	1,000	1,000		1,000	
<b>SUB-TOTAL LEGAL</b>	<b>71,294</b>	<b>78,000</b>	<b>89,198</b>	<b>78,000</b>	<b>99,000</b>		<b>100,000</b>	
<b>6. Contract Services/Studies:</b>								
a) Audit	7,250	7,486	7,450	7,711	7,711		7,950	
b) Information Technology	303	750	0	750	750		750	
<b>SUB-TOTAL CONTRACT SERVICES/STUDIES</b>	<b>7,553</b>	<b>8,236</b>	<b>7,450</b>	<b>8,461</b>	<b>8,461</b>		<b>8,700</b>	
<b>7. Code Enforcement Program</b>	<b>11,940</b>	<b>4,590</b>	<b>2,239</b>	<b>4,500</b>	<b>0</b>	<b>H</b>	<b>0</b>	
<b>8. Administration Reserve Fund</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>		<b>0</b>	
<b>9. Equipment Replacement Fund</b>	<b>25,000</b>	<b>0</b>	<b>0</b>	<b>2,500</b>	<b>0</b>		<b>0</b>	
<b>10. Contingency</b>	<b>3,073</b>	<b>10,000</b>	<b>3,487</b>	<b>12,000</b>	<b>70,000</b>	<b>J</b>	<b>64,189</b>	<b>13</b>
<b><u>TOTAL ADMINISTRATION</u></b>	<b><u>432,902</u></b>	<b><u>422,492</u></b>	<b><u>426,768</u></b>	<b><u>429,866</u></b>	<b><u>463,833</u></b>		<b><u>426,768</u></b>	

**2017 BUDGET DETAIL (Preliminary Approved)**

	2014 Actual	2015 Budget	2015 Actual	2016 Budget	2016 Actual Projected	Note	2017 Budget	Footnote # See Appendix A
<b>AQUATIC INVASIVE SPECIES (AIS)</b>								
1. Eurasian Watermilfoil (EWM) Harvesting Program	97,496	95,000	80,718	85,500	60,062		60,062	14
2. Equipment Replacement Fund	0	35,000	35,000	15,000	0		15,000	15
3. AIS Reserve Fund	0	0	0	0	0		0	
4. Herbicide Treatment Program	0	0	0	0	0		0	
5. AIS Prevention & Management Programs	35,492	30,000	37,571	40,000	37,562		37,562	16
<b>EQUIPMENT REPLACEMENT FUND</b>								
1. Purchase of New Mechanical Harvester	0	0	0	0	0		0	
<b><u>TOTAL AQUATIC INVASIVE SPECIES</u></b>	<b><u>132,988</u></b>	<b><u>160,000</u></b>	<b><u>153,289</u></b>	<b><u>140,500</u></b>	<b><u>97,624</u></b>		<b><u>112,624</u></b>	
<b><u>TOTAL DISBURSEMENTS</u></b>	<b><u>565,890</u></b>	<b><u>582,492</u></b>	<b><u>580,057</u></b>	<b><u>570,366</u></b>	<b><u>561,457</u></b>		<b><u>539,392</u></b>	

**Lake Minnetonka Conservation District (LMCD)  
2016 Actual Projected Notes**

**Other Public Agencies (Note A)**

The LMCD projects that it will receive a \$18,781 grant from the Minnehaha Creek Watershed District for watercraft inspections. The two grants anticipated from the Minnesota Department of Natural Resources (\$30,000 for mechanical harvesting and \$4,000 for watercraft inspections) will not be funded.

**Use from AIS & Administration Reserves (Note B)**

The \$17,500 planned for the Equipment Replacement Fund had been proposed to be reallocated for harvesting and watercraft inspections (\$2,500 from General Reserve Fund and \$15,000 from AIS Reserve Fund) and has been reduced to \$7,343 (from AIS Reserves only) in order to balance the AIS program budget\*

**Salaries (Note C)**

	<b>2016 actual projected</b>	
Current Executive Director	\$67,675.49	(January through October)
Replacement Executive Director	\$27,070.20	(September through December)
Administrative Technician (vacant)	\$0.00	
Administrative Assistant	\$55,382.60	(includes 100 hours of overtime)
Administrative Clerk (part-time)	\$16,744.95	(assumes that 1,143 hours to be worked in 2016)
Seasonal Code Enforcement (part-time)	\$0.00	
	<b><u>\$166,873.24</u></b>	

**F.I.C.A. & Medicare (D)**

	<b>2016 actual projected</b>
Total Salaries (7.65%)	\$12,765.80
	<b><u>\$12,765.80</u></b>

**Employer Benefit Contributions (Note E)**

	<b>2016 actual projected</b>
P.E.R.A. (7.50%)	\$12,515.49
NCPERS Life Insurance	\$416.00
Medical & Dental Insurance	\$13,817.96
	<b><u>\$26,749.45</u></b>

	<b><u>P.E.R.A.</u></b>	<b><u>NCPERS Life Insurance</u></b>	<b><u>Medical &amp; Dental Insurance (*)</u></b>	<b><u>Totals</u></b>
Current Executive Director	\$5,075.66	\$160.00	\$5,314.60	<b>\$10,550.26</b>
Replacement Executive Director	\$2,030.27	\$64.00	\$2,125.84	<b>\$4,220.11</b>
Administrative Technician (vacant)	\$0.00	\$0.00	\$0.00	<b>\$0.00</b>
Administrative Assistant	\$4,153.70	\$192.00	\$6,377.52	<b>\$10,723.22</b>
Administrative Clerk (part-time)	\$1,255.87	\$0.00	\$0.00	<b>\$1,255.87</b>
	<b><u>\$12,515.49</u></b>	<b><u>\$416.00</u></b>	<b><u>\$13,817.96</u></b>	<b><u>\$26,749.45</u></b>

(\*) Monthly premiums for medical & dental insurance was \$531.46 (\$478 for Blue Cross Blue Shield & \$53.46 for Health Partners)

**ED Vacation/Sick Payout (Note F)**

Estimated at \$14,289

**Legal Services (Note G)**

Includes additional \$10,000 as we anticipate more need in 2016.  
Also includes \$11,000 to cover bill from LMC for EOF appeal

**Code Enforcement Program (Note H)**

The LMCD Board has suspended this program for the 2016 boating season (enforcement to be done through complaints)

**Contingency (Note J)**

Interim Executive Director  
Professional Search Firm  
Temporary Staffing  
Unanticipated Expenses

**2016 actual projected**

\$40,500.00  
\$20,000.00  
\$6,000.00  
\$3,500.00

(18 weeks, 30 hours per week, \$75 per hour)  
(Replacement of Executive Director position)  
(Temporary agency staff, where needed)

**\$70,000.00**

**Reserves (Note K)**

LMC Invoice  
ED Vac/Sick Payout  
Increased Legal Services  
Search Firm  
Shortage (Fines and Fees)

Reserve needed to balance budget (need better explanation)

\$11,000.00  
\$14,289.00  
\$12,000.00  
\$20,000.00  
\$7,278.00

**\$64,567.00**

**Lake Minnetonka Conservation District (LMCD)  
Preliminary Approved 2017 LMCD Budget  
Appendix A**

**Other Public Agencies (Footnote #1)**

It is anticipated that the Minnehaha Creek Watershed District (MCWD) will fund the LMCD a \$18,781 grant for watercraft inspections. Based solely on 2016 projected program costs.

**Salaries (Footnote #2)**

	<b>estimated 2017 baseline</b>
Executive Director	\$81,210.59 (*)
Administrative Technician	\$0.00
Administrative Assistant/Code Enforcement	\$51,937.60 (*)
Administrative Clerk (part-time)	\$16,744.95
Seasonal Code Enforcement (part-time)	\$0.00
	<b>\$149,893.14 (**)</b>

(\*) Salaries will be grossed up to pay for long-term disability insurance for full-time LMCD employees

(\*\*) Salary adjustments & limited overtime (including F.I.C.A., medicare, & P.E.R.A.) are included in Contingency (line-item 10)

**F.I.C.A. & Medicare (Footnote #3)**

	<b>2016 actual projected</b>
Total Salaries (7.65%)	\$11,466.83
	<b>\$11,466.83</b>

**Employer Benefit**

**Contributions (Footnote #4)**

P.E.R.A. (7.50%)	\$11,241.99
NCPERS Life Insurance	\$384.00
Medical & Dental Insurance (*)	\$13,953.56
	<b>\$25,579.55</b>

(\*) Medical & dental insurance provided for Executive Director & Administrative Assistant positions- assumes a 10% increase for medical insurance & 4% increase for dental insurance.

**Office Lease & Storage (Footnote #5)**

	<b>Monthly Rate</b>	<b>Months</b>	
	\$1,494.78	9	\$13,453.02
	\$1,532.15	3	\$4,596.45
			<b>\$18,049.47</b>

**Professional Services (Footnote #6)**

Contracted Payroll & Taxes	\$2,000.00
Contracted Bookkeeping Consulting	\$500.00
	<b>\$2,500.00</b>

**Printing, Publications, & Advertising (Footnote #7)**

\$9,000 has been budgeted for one LMCD Newsletter, the re-printing of the Summer and Winter Rules brochures, and other LMCD literature.

**Insurance, Bonds (Footnote #8)**

\$7,500 has been budgeted with the League of Minnesota Cities for insurance for the LMCD.

<b>Media (Cable &amp; Internet)</b> <b>(Footnote #9)</b>	\$2,400 has been budgeted to contract with a producer and on-line viewing of LMCD Board Meetings (one per month).
<b>Computer Software &amp; Hardware</b> <b>(Footnote #10)</b>	\$2,000 has been budgeted for information technology, hardware, and software updates.
<b>Legal Services (Footnote #11)</b>	\$54,000 has been budgeted for legal services (taking into consideration changes to the civil attorney and Executive Director positions in 2016). (\$12,000 of this was added to begin recodification efforts)
<b>Prosecution Services (Footnote #12)</b>	\$45,000 has been budgeted for prosecution services. These expenses will be offset by projected \$45,000 of court fines.
<b>EWM Harvesting Program (Footnote #13)</b>	A mechanical harvesting program is planned from mid June through mid August to manage EWM on Lake Minnetonka. Harvesting priorities will be based on impediments to public navigation to the open water due to EWM growth (in particular matted areas). All areas that dictate the need for harvesting will be done at least once, with high growth areas being harvested twice (time permitting). Further details of the proposed project (including a more detailed budget) will be provided in the spring of 2017.
<b>Equipment Replacement Fund</b> <b>(Footnote #14)</b>	\$15,000 has been budgeted for replacement of depreciated EWM Harvesting Program (transfer from the AIS Reserve Fund).
<b>AIS Prevention &amp; Management</b> <b>Programs (Footnote #15)</b>	\$37,562 has been budgeted for unspecified AIS management and prevention programs (most likely watercraft inspections). Similar to past years, the LMCD will seek partnerships for the implementation of these projects (in particular the MCWD as a funding partner and the Three Rivers Park District for professional services).
<b>Contingency (Footnote #16)</b>	
Projected salary actions/fica/pera	\$9,500.00
Contracted Temporary Staffing (as needed)	\$54,689.00
	<hr/>
	<b>\$64,189.00</b>
<b>Reserves (Footnote #17)</b>	
Admin Reserve	\$8,525.00
AIS Reserve	\$7,343.00
	<hr/>
	<b>\$15,868.00</b>

**RESERVE FUND ANALYSIS:**

	<b>Administration</b>	<b>AIS</b>	<b>Equipment Replacement Fund</b>
<b>2016</b>			
12/31/15 Balance	\$160,925	\$139,346	\$102,800
Reserve Fund Contribution	\$0	\$0	\$0
Transfer from Reserve Fund	(\$64,567)	(\$7,343)	\$0
Transfer to Equip. Repl. Fund	\$0	\$0	\$0
Projected 12/31/15 Balance	<u>\$96,358</u>	<u>\$132,003</u>	<u>\$102,800</u>
<b>2017</b>			
Projected 12/31/16 Balance	\$96,358	\$132,003	\$102,800
Reserve Fund Contribution	\$0	\$0	\$0
Transfer from Reserve Fund	(\$8,525)	(\$7,343)	\$0
Transfer to Equip. Repl. Fund	\$0	(\$15,000)	\$15,000
Projected 12/31/17 Balance	<u>\$87,833</u>	<u>\$109,660</u>	<u>\$117,800</u>
<b>Projected % of 2016 Annual Budget</b>	<b>20.4%</b>	<b>78.0%</b>	



**Agenda Number: 8G**

**Agenda Date: 06-01-16**

*Prepared by Deb Kind*

**Agenda Item:** Consider Res 26-16, 2017-2020 Deephaven-Greenwood Service Contract

**Summary:** Greenwood's current contract with Deephaven expires at the end of 2016. The contract includes city hall / equipment rental, clerk services, zoning coordinator services, public works services, and building permit processing. The administrative committee (Councilman Fletcher and Mayor Kind) had two meetings with Deephaven City Administrator Dana Young to discuss the new contract. Mayor Kind also met with Mayor Skrede and Dana in a follow-up meeting.

Copies of the May 10, 2016 cover letter from Dana, the 2017-2020 contract, and resolution 26-26 are included in the hard copy of the full council packet and in the electronic packet available at [www.greenwoodmn.com](http://www.greenwoodmn.com).

The 2017-2020 contract content is the same as in the previous contract, except for the following changes:

1. Changed from a 3-year contract to a 4-year contract to correspond with the new mayoral term.
2. Changed the clerk fees from a set dollar amount with a 3% annual increases to "actual" to match the other hourly fees on the schedule.
3. Changed the number of clerk hours from 20 to 18 hours per week to acknowledge the "clerk" work done by Mayor Kind. The contract includes language stating that the contract will need to be revisited if Mayor Kind is not re-elected.

**Council Action:** Action required. Possible motions ...

1. I move the council approves the Deephaven-Greenwood 2017-2020 Service Contract Agreement as presented and authorizes the mayor and city clerk to sign the agreement.
2. Other motion ???



May 10, 2016

To: Honorable Mayor Deb Kind & Greenwood City Council  
From: Dana H. Young, Deephaven City Administrator  
Re: Proposed 2017 - 2020 Contract for Services

I have provided this summary of the proposed 2017 - 2020 Contract for Services between the City of Deephaven and the City of Greenwood for your review. The 2017 - 2020 contract proposes to provide services in the following five areas:

- Clerical Services.
- Zoning Coordinator Services
- Public Works Services
- Building Inspection Services
- Equipment & Building Rent.

**Clerical Services** - Deephaven would propose to provide clerical services from 2017 – 2020 according to the scope of clerical services outlined in Exhibit B. Clerical service fees would be determined by averaging the actual hourly wage and benefits of the three key personnel most involved in providing Greenwood Clerical Services – the City Clerk (Dana Young), Finance Clerk (Mary Courtney) & Utility Clerk (Deborah Hicks). The average weekly hours of clerical service has been calculated at 18 hours per week, which is a reduction in the current total of 20 hours per week that had been used in the 2014 – 2016 contract, to determine the weekly clerical service fee. The primary reason for using actual hourly wage & benefits is that the hourly fee gets increasing inaccurate over the life of the contract due to the difficulty in estimating future wage and benefit increases.

**Zoning Coordinator Services** – Deephaven would propose to provide zoning coordinator services from 2017 – 2020 according to the scope of services outlined in Exhibit C. As with clerical services, the hourly fee for Zoning Coordinator Services from 2017 – 2020 would be based on the actual annual wage and benefits for the Zoning Coordinator.

**Public Works Services** - Deephaven would propose to provide public work services from 2017 – 2020 according to the scope of services outlined in Exhibit D. The hourly fee for public works would be determined by averaging the actual hourly wage and benefits of our four public works employees. The hourly fee for vehicle usage would be based on a 3% annual increase.

### **Building Inspection Services -**

Deephaven proposes to pay all costs relating to Building Inspection Services including Deephaven's staff time and the cost of Minnetonka's plan review & inspections. The following building permit formula is proposed to remain unchanged for 2017 - 2020:

- 69% of Greenwood Building Permit Fees is kept by the City of Deephaven and 31% is kept by the City of Greenwood.

The purpose and design of the building permit formula is to enable Deephaven to recover two costs relating to the administration of building permits. The costs include:

1. The cost of Minnetonka's plan review & inspection services provided on behalf of the City of Greenwood, which has averaged \$13,546 per year over the last five years.
2. Greenwood Building Permit fees also reimburse Deephaven for additional staff and operational costs required to administer and process the permits.

**Equipment & Building Rent** - Deephaven proposes a 0% annual increase in the monthly fee for the rent of storage space and office space at City Hall, for the use of equipment provided by the City of Deephaven, and for the monthly meeting charge.

### **Summary**

On behalf of the City of Deephaven, I would like to thank the Greenwood City Council for the many years of cooperative service between our two communities and look forward to continuing to provide Greenwood and its residents with exceptional service from 2017 - 2020.

### **Attached Exhibits**

- City of Deephaven and City of Greenwood Service Contract
- Exhibit A: 2017 – 2020 Schedule of Fees
- Exhibit B: Greenwood Clerical Services
- Exhibit C: Zoning Coordinator Services
- Exhibit D: Public Works Services
- Exhibit E: Office Equipment Usage

**CITY OF DEEPHAVEN**

**AND**

**CITY OF GREENWOOD**

**SERVICE CONTRACT**

**2017 – 2020**

## AGREEMENT

THIS AGREEMENT, made and entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, 2016, by and between the CITY OF GREENWOOD, a municipal corporation under the laws of the State of Minnesota (hereinafter called "Greenwood") and the CITY OF DEEPHAVEN, a municipal corporation under the laws of the State of Minnesota (hereinafter called "Deephaven").

WITNESSETH THAT:

WHEREAS, Greenwood and Deephaven, hereinafter sometimes collectively referred to as "Cities", each have certain powers common to both Cities, including the power and authority to (a) perform certain clerical tasks, functions and services in connection with the operation of their city; (b) maintain and repair public streets and roads within their city; (c) provide for snow removal and ice control on public streets and roads; and (d) operate and maintain a sanitary sewer system servicing their city; and

WHEREAS, Greenwood and Deephaven are each of such a size that certain economies of scale could be achieved if the Cities jointly and cooperatively exercised the above-described powers with respect to both Cities rather than exercising them independently; and

WHEREAS, Minnesota Statutes, Section 471.59 provides that two cities, by agreement entered into through action of their city councils, may jointly or cooperatively exercise any power common to the Cities, including those which are the same except for the territorial limits within which they may be exercised; and

WHEREAS, Minnesota Statutes, Section 471.59 further provides that an agreement for such joint exercise of powers may provide for the exercise of such powers by one of the Cities on behalf of both Cities; and

WHEREAS, it is the desire and intention of the parties hereto to set forth in writing their agreements and understandings relative to the joint and cooperative exercise of the above-described powers and to set forth the methods by which such powers shall be exercised and the costs thereof share; and

WHEREAS, the city councils of Greenwood and Deephaven have each determined that it will be in the best interests of their respective Cities to jointly and cooperatively exercise such powers in the manner provided for therein, and that the same shall be for a mutual benefit of both Cities; and

WHEREAS, it is the desire and intention of the Cities to appoint a joint board to: (a) administer this agreement and the powers and services to be provided hereunder; (b) attempt to resolve any dispute between the Cities in relation to this agreement; (c) represent both of the Cities for the joint and cooperative exercise of such powers and for the mutual benefit of both Cities; and (d) administer the disposition of any property acquired as a result of such joint or cooperative exercise of powers in accordance with Minnesota Statutes, Section 471.59, Subdivision 5;

NOW THEREFORE in consideration of the mutual covenants herein contained, Greenwood and Deephaven agree as follows:

1. **Administrative Committee.** An Administrative Committee consisting of the mayor of each municipality shall administer this Agreement. The Committee shall be responsible for reviewing all matters pertaining to this Agreement, and making recommendations for any changes or modifications of the Agreement to their respective city councils.
2. **City Clerk and Clerical Services.** Deephaven shall provide Greenwood with City Clerk – Treasurer Services and clerical personnel working under the direction of the City Clerk at a weekly fee described in Exhibit A and within the scope of Clerical services defined in Exhibit B.
3. **Zoning Coordinator Services.** Deephaven shall provide Greenwood with Zoning Coordinator Services to administer all zoning matters, shoreland ordinance compliance issues, building permit applications, and nuisance complaints unrelated to building permit applications at an hourly rate described in Exhibit A and with the scope of Zoning Coordinator Services defined in Exhibit C.
4. **Building Permit Inspections.** Deephaven shall contract with the City of Minnetonka to provide plan review and inspection services for Greenwood. Deephaven shall pay Minnetonka for the costs attributable for providing plan review and inspection services for Greenwood and will administer and process all Greenwood building permit applications. Greenwood shall reimburse Deephaven at the rate described in Exhibit A for this service.
5. **Office and Storage Space.** Deephaven shall lease to Greenwood the appropriate office and storage space within Deephaven City Hall. Greenwood shall reimburse Deephaven at the rate described in Exhibit A for this service.
6. **Monthly Equipment Usage Charge.** Deephaven shall provide Greenwood with office equipment to store files and to conduct business. Greenwood will pay Deephaven an Equipment Usage Charge at a monthly cost described in Exhibit A for the usage of equipment shown in Exhibit E. Greenwood may elect to purchase such office equipment as it deems necessary to own outright. The appropriate adjustments will be made to the Monthly Equipment Usage Charge for each piece of equipment that Greenwood decides to purchase.

7. **Street Maintenance.** The Cities hereby agree that Deephaven and its public works and street maintenance personnel shall exercise the powers and perform the street maintenance services set forth in Exhibit D attached hereto and made a part hereof on behalf of both Cities. The parties hereto further agree that Greenwood shall share in the cost of such services and in the cost of exercising such powers, and that Greenwood's share of such costs are described in Exhibit A.

8. **Snow Removal and Ice Control.** The Cities hereby agree that Deephaven and its public works and street maintenance personnel shall exercise the powers and perform the snow removal and ice control services set forth in Exhibit D attached hereto and made a part hereof on behalf of both Cities. The parties hereto further agree that Greenwood shall share in the cost of such services and in the cost of exercising such powers, and that Greenwood's share of such costs are described in Exhibit A.

9. **Sewer Maintenance.** The Cities hereby agree that Deephaven and its public works and street maintenance personnel shall exercise the powers and perform the sewer maintenance services set forth in Exhibit D attached hereto and made a part hereof on behalf of both Cities. The parties hereto further agree that Greenwood shall share in the cost of such services and in the cost of exercising such powers, and that Greenwood's share of such costs are described in Exhibit A.

10. **Cost Sharing in Conjunction with Public Works.** The methods of sharing and allocating the costs for the services to be performed by Deephaven for the joint and cooperative exercise of powers for the mutual benefit of both Cities is set forth in Appendix A. It is hereby agreed that the manner of accounting for and determining Greenwood's share of such costs, as set forth in Exhibit A, has been determined by the City Council of each City to be a fair and reasonable method of sharing such costs. Deephaven shall keep accurate records of the time spent and the materials used in providing those services within or without the territorial limits of the City of Greenwood on behalf of the City of Greenwood for which Greenwood's share of the cost is based on actual time spent and materials used, and will provide the Greenwood City Council with a complete and accurate invoice detailing costs and materials on a monthly basis.

11. **Performance of Services.** The services to be performed under this agreement shall be performed in substantially the same manner in which they are presently performed in and for Deephaven, and shall be performed with the existing Deephaven personnel and equipment, except Deephaven may choose to employ additional personnel and acquire additional equipment. It is not expected that any such services, except snow removal, ice control, and emergency sewer and lift station repairs, shall require the payment of overtime wages. If it is necessary for Deephaven to pay overtime wages for the performance of emergency services other than snow plowing and ice control, each City shall pay the additional overtime cost for such services as are performed for its benefit. The exercise by Deephaven of the powers herein described on behalf of Greenwood, and the municipal services to be provided by Deephaven to Greenwood in accordance with this agreement, may be inspected by Greenwood to determine

whether the same are being exercised and performed satisfactorily. If Greenwood determines that Deephaven or any of its employees are not performing such services satisfactorily, then Greenwood may, after 30 days' prior written notice to Deephaven and the Joint Municipal Services Board specifying the alleged deficiencies noted, request authorization from the Board to terminate this agreement upon 180 days' prior written notice from the Board to the Cities, which shall be Greenwood's sole remedy.

12. **Indemnification.** Deephaven agrees to indemnify and defend Greenwood, its Councilmember's, officers and employees and to save and keep them harmless from all claims, losses and expenses incurred or alleged as a result of any claim, demand, action or cause of action arising out of Deephaven's performance or failure to perform the work covered by this agreement and to be performed within Greenwood or for its benefit by Deephaven or its employees, or otherwise arising in connection with this agreement, including reasonable attorneys' fees, subject to the limits of liability under Minnesota Statutes, Chapter 466. Deephaven shall not be required to pay on behalf of itself and other parties any amounts in excess of the limits on liability established in Minnesota Statutes, Chapter 466 applicable to any one party. This Section shall survive termination of this agreement.

13. **Employees.** No employee or official of Greenwood or Deephaven shall at any time or in any manner be deemed to be an employee or official of the other municipality by reason of the performance of work or the providing of services within the territorial limits of the other municipality or on behalf of the other municipality in accordance with this agreement.

14. **Insurance.** During the entire term of this agreement, Greenwood shall maintain comprehensive general liability insurance in reasonable amounts and in no event less than that maintained by Deephaven for its own benefit, protecting Greenwood and Deephaven from liability with respect to risk or losses occurring within the territorial limits of Greenwood or arising directly or indirectly out of the performance by Deephaven of any services on behalf of Greenwood, and for injuries or deaths or claims arising out of any risks or losses related to said services.

15. **Disbursement of Funds.** Greenwood agrees that public funds may be disbursed to Deephaven in the manner provided in this agreement to carry out the purposes hereof. Any contract let or purchase made in connection with the matters covered by this agreement shall conform to the requirements applicable to contracts and purchases of each of the Cities independently. Deephaven shall strictly account for all funds disbursed with respect to matters covered by this agreement for which Greenwood's share of the cost is based on actual time spent and materials used, and shall include all receipts and disbursements relating to such matters within its monthly invoice for services.

16. **Assignment.** This agreement may not be assigned by either party hereto without the other's prior written consent; provided, however, that Deephaven may contract with other parties and may employ individuals to perform the services to be performed by it hereunder.

17. **Modification.** This agreement embodies the entire agreement between the Cities with respect to the subject matter hereof, and all prior discussions, negotiations and agreements are merged herein. This agreement may be amended or modified only by an agreement in writing by the City Councils of both Cities and executed on behalf of both Cities.

18. **Payment for Services.** Deephaven shall provide a monthly invoice to the Greenwood City Council detailing actual time spent and materials used to provide service to the City of Greenwood. All payments for services will be paid monthly to the City of Deephaven.

19. **Terms of Agreement.** The term of the agreement shall be four years commencing January 1, 2017 and expiring on December 31, 2020.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

**CITY OF GREENWOOD**

By \_\_\_\_\_  
Debra J. Kind, Mayor

And \_\_\_\_\_  
Dana H. Young, City Clerk

**CITY OF DEEPHAVEN**

By \_\_\_\_\_  
Paul A. Skrede, Mayor

And \_\_\_\_\_  
Dana H. Young, City Administrator

**EXHIBIT A**

City of Greenwood  
2017 - 2020 Schedule of Fees

Services	2011 Actual Rates	2012 Actual Rates	2013 Actual Rates	2014 Actual Rates	2015 Actual Rates	2016 Actual Rates	Annual % Increase 2017-2020	2017 Actual Rates	2018 Actual Rates	2019 Actual Rates	2020 Actual Rates
<b>Public Works</b>											
Labor Cost per Hour	\$31.46	\$32.40	\$33.37	\$34.96	\$35.72	\$39.03	Actual 3.0%	Actual \$57.19	Actual \$58.90	Actual \$60.67	Actual \$62.49
Vehicle Cost per Hour	\$46.98	\$48.86	\$50.81	\$52.33	\$53.90	\$55.52					
<b>Zoning Coordinator</b>											
Labor Cost per Hour	\$33.85	\$34.87	\$35.91	\$39.82	\$41.23	\$36.50	Actual	Actual	Actual	Actual	Actual
<b>City Hall Rental Fee</b>											
Monthly Cost	\$425.00	\$425.00	\$425.00	\$425.00	\$425.00	\$425.00	0.00%	\$425.00	\$425.00	\$425.00	\$425.00
<b>Equipment Rental Charge</b>											
Monthly Cost	\$88.44	\$88.44	\$67.95	\$62.45	\$62.45	\$62.45	0.00%	\$62.45	\$62.45	\$62.45	\$62.45
<b>Building Permit Fees</b>											
Deephaven %	69.00%	69.00%	69.00%	69.00%	69.00%	69.00%	0.00%	69.00%	69.00%	69.00%	69.00%
Greenwood %	31.00%	31.00%	31.00%	31.00%	31.00%	31.00%					
<b>Clerical Service Fees</b>											
Labor Hourly Rate	\$30.52	\$31.43	\$32.37	\$33.34	\$34.34	\$35.37	Actual	Actual 18	Actual 18	Actual 18	Actual 18
Weekly Hours	20	20	20	20	20	20					
Total Weekly Fee	\$610.40	\$628.60	\$647.40	\$666.80	\$686.80	\$707.40					

Actual = Actual hourly wage & benefits (PERA, FICA, Medicare & Health Insurance)

Public Works = Actual averaged hourly wage & benefits (PERA, FICA, Medicare & Health Insurance) for four public works employees

Zoning Coordinator = Actual hourly wage & benefits (PERA, FICA, Medicare & Health Insurance) for Zoning Coordinator

Clerical = Actual averaged hourly wage & benefits (PERA, FICA, Medicare & Health Insurance) for Clerk, Utility Clerk & Finance Clerk

## EXHIBIT B

### GREENWOOD CLERICAL SERVICES

- A. **Services to be performed.** The City of Deephaven will perform the following services on behalf of the City of Greenwood.
1. Deephaven will provide the appropriate clerical staff to work, on average, 18 hours per week in performing the services described in this Exhibit.
  2. Deephaven will maintain a physical City office to which residents of Greenwood may come for assistance and to obtain all the necessary licenses, applications, homestead exemptions, utility billing payments and building permits required by the City of Greenwood.
  3. Provide personal and telephone assistance during normal business hours for the citizens of Greenwood.
  4. Keep available forms for applications for permits and licenses to be issued by the City of Greenwood, including applications for building permits, and provide routine clerical assistance to individuals in completing such applications.
  5. Perform the utility billing based upon the individual charges for utility service, including the preparation and mailing of statements and receipt of an accounting for payments from Greenwood residents.
  6. Perform routine bookkeeping services for the City of Greenwood, including bank deposits, preparation of payables, the General Ledger, and monthly and annual financial reports.
  7. Assist the designated City Auditor in preparing the annual audit of City financial statements.
  8. Administration of City marina waiting lists, marina revenue and marina leases.
  9. Administrate local, state and federal elections for the City of Greenwood.
  10. Provide the appropriate meeting space in which to conduct monthly meetings of the Greenwood City Council and other meetings when appropriate.
  11. Printing and assembly of Council packets.
  12. Administration of liquor licenses.

13. Represent Greenwood at fire / police board meetings.
14. Development and administration of administrative policies, resolutions and ordinances.
15. Represent the City of Greenwood as their City Clerk on matters pertaining to the state and federal governments and other governmental units or agencies, but not as their legal representative.
16. Perform any additional duties, tasks or responsibilities as directed by the Mayor or City Council, subject to the approval of the Deephaven City Administrator and Mayor of the City of Deephaven.
17. Maintain all records of the City of Greenwood as recommended by the Record Retention Program provided by the Minnesota Department of Administration.

**B. Services performed by Mayor Kind.** The City of Deephaven is able to provide Clerical Services for 18 hours per week with the understanding that Mayor Kind provides the following list of services that are routinely performed by a City Clerk. If this following list of services is no longer provided by Greenwood, the Clerical Services contract will have to be revisited by both cities.

- Prepares monthly city council agendas
- Prepares content for monthly city council meeting packets
- Drafts ordinances and resolutions
- Updates city code book with approved ordinances
- Maintains city website
- Manages city email system
- Writes and formats the city newsletter
- Drafts city council meeting minutes

## EXHIBIT C

### ZONING COORDINATOR SERVICES

#### **Primary Objective of Position**

This position will provide services to the cities of Deephaven, Greenwood and Woodland. The objective is to ensure practical application of the zoning, subdivision, shoreland, wetland, nuisance and sign ordinances.

#### **Major Areas of Accountability - Planning & Zoning Administration:**

- Assist persons to comply with the zoning ordinances, special use permits, variances, wetland development regulations, shoreland management regulations and subdivision regulations.
- Review permit applications and conduct plan reviews
- Investigate inquiries regarding ordinance requirements
- Interpret and explain zoning ordinances
- Review all building & site plans to determine compliance with the Zoning Code
- Research complaints of violations and enforce zoning related issues
- Issue written reports and orders as necessary
- Maintain complete and accurate records
- Develop written policies on ordinance interpretation
- Present reports to Planning Commissions and City Councils as necessary
- Attend monthly Deephaven & Greenwood Planning Commission meetings and monthly Deephaven, Greenwood & Woodland City Council meetings as needed.
- Meet with property owners, contractors, residents and other interested parties to explain requirements, investigate complaints and determine appropriate action for issue resolution
- Investigate and enforce nuisance complaints and issue orders or citations as necessary.
- Review sign permit application, issue permits and conduct inspections, ensure compliance with sign ordinances.
- Coordinate activities with Public Works Department, Police Department, and other staff as needed
- Keep staff, Planning Commissions and City Councils informed on problems and issues related to this position.
- Recommend ordinance, fee and policy changes as necessary.
- Maintains and drafts resolutions, ordinances and Council minutes.
- Publishes notices of meetings and hearings in accordance with legal requirements.
- Provides personal and telephone assistance during normal business hours for the citizens of Deephaven, Greenwood and Woodland.
- Keeps and updates applications for permits and licenses to be issued, including applications for building permits and provide routine clerical assistance to individuals in completing such applications.
- Assists in the administration of local, state and federal elections.

- Performs any additional duties, tasks, responsibilities or correspondence as authorized by the City Administrator.
- Periodically survey communities to determine compliance and take appropriate action
- Recommend ordinance, fee and policy changes as necessary.
- Keep cities informed and up to date on problems and issues related to this position.
- Perform other duties as apparent or assigned.

## EXHIBIT D

### PUBLIC WORKS SERVICES

A. **Street Maintenance.** Deephaven shall perform the following street maintenance service on behalf of Greenwood:

1. Repairing of potholes and broken portions of the existing roadways.
2. Cleaning of obstructions, debris and trash from ditches and culverts on public property only.
3. Repairing of holes, cuts, washouts and other damage to roadway shoulders.
4. Painting, repair and installation of existing or new dead-end barriers.
5. Repairing and/or replacing street signs.
6. Grass cutting along the public road right-of-way and tree trimming on an emergency basis due to hazardous conditions.

B. **Snow Removal and Ice Control.** Deephaven shall perform the following snow removal and ice control service on behalf of Greenwood:

1. Provide all labor, material, supplies, tools and equipment necessary for snow removal and ice control with respect to public streets and roads located with Greenwood, including trucks, plows, sanders, gasoline, oil and repairs in connection with snow removal and the spreading of sand and salt.
2. Provide supervisory personnel necessary for the supervision, direction and control of the above described work.

C. **Sewer Maintenance.** Deephaven shall perform the following routine sanitary sewer maintenance services on behalf of Greenwood.

1. Check lift stations daily except weekends and holidays, and performing minor day-to-day maintenance such as removing foreign objects from pumps, replacing light bulbs, fuses changing malfunctioning check valves and reading and recording meter readings.
2. Annual station maintenance:
  - a. Checking rotation of pumps.
  - b. Checking mechanical seals.
  - c. Inspecting wear ring.

- d. Inspecting impeller.
  - e. Checking oil.
  - f. Checking cable entry.
  - g. Examining cables for cracks, cuts or wear.
  - h. Checking cables with meter for breakdown.
  - i. Examining station walls for infiltration.
  - j. Checking liquid level sensors.
  - k. Tightening all electrical connections.
3. Inspecting sewer lines and manholes, one per year, and flush as needed.
  4. Furnishing vehicles, equipment and tools for the foregoing items.
  5. Answering questions which residents of Greenwood may have regarding their public sewer system.
  6. Making sewer connection inspections.
  7. Investigating and responding to notification of sanitary sewer problems and emergencies.
  8. Contracting at the bequest of the Greenwood City Council for sanitary sewer repair or maintenance other than that described above.

**D. Other Services.** Deephaven shall perform the following other services on behalf of Greenwood.

1. Provide all labor, materials, supplies, tools and equipment necessary to maintain signs, storm sewers, parks, tennis courts, bike paths, and the City's marina.
2. Provide supervisory personnel necessary for the supervision, direction and control of the above described work.

EXHIBIT E

City of Greenwood

Office Equipment List  
2017 - 2020

Equipment	Replacement Cost	Replacement Schedule	Annual Rental Fee	Monthly Rental Charge
Copier Usage (\$0.10 per copy)				\$0.10 per copy
Postage Meter Machine Lease Payment (1/3 of Postage Meter Lease of \$1,283.44)	427.81	Annual	427.81	35.65
Audio Equipment (1/2 Audio Equipment Cost of \$5,068)	2,534.00	10 years	253.40	21.12
Subtotal			681.21	56.77
10% Overhead			68.12	5.68
Total Charges			749.33	62.45

**CITY OF GREENWOOD & CITY OF DEEPHAVEN  
LETTER OF UNDERSTANDING  
FOR YEARS 2017 - 2020**

**RESOLUTION NO. 26-16**

**1. Public Works Services**

- a) The City of Deephaven will provide public works services to the City of Greenwood that includes street, sign, park, bike trail, tennis court and dock maintenance; snow removal and ice control; storm sewer maintenance; and sewer maintenance.
- b) All public works services provided to Greenwood will be charged at an hourly labor and vehicle rate as described in Exhibit A.
- c) Greenwood's share of the costs of parts, equipment, materials and supplies shall be billed at 110% of the cost to Deephaven for all material and supplies purchased by Deephaven to perform the above described services within Greenwood or for its benefit.
- d) All payments for public works services will be paid monthly to the City of Deephaven.

**2. Building Inspection Services**

- a) Building Permit Fees, plan check fees and other fees collected in connection with the issuance of building permits will be divided between the parties 69%-31%, with 69% payable to Deephaven and 31% payable to Greenwood.
- b) All applicable building permit fees will be paid monthly to the City of Deephaven.

**3. Zoning Coordinator**

- a) The Zoning Coordinator will be a full-service provider for zoning matters and shoreline ordinance compliance as described in Exhibit C and will be billed to Greenwood at an hourly rate described in Exhibit A.
- b) All payments for Zoning Coordinator Services will be paid monthly to the City of Deephaven.

**4. Monthly Rental Charge**

- a) The City of Deephaven shall lease to the City of Greenwood the appropriate office and storage space within Deephaven City Hall at a monthly rate described in Exhibit A.
- b) In addition to the Monthly Rental Charge, the City of Greenwood shall pay a Monthly Meeting Charge at a cost described in Exhibit A for providing space to conduct two public meetings per month for the Greenwood City Council and the Greenwood Planning Commission. There will be no fee charged for any additional Greenwood meetings.

**5. Monthly Equipment Rental Charge**

- a) The City of Deephaven shall provide the City of Greenwood with the use of office equipment to conduct business. The City of Greenwood will pay to the City of Deephaven an Equipment Rental Charge at a monthly cost described in Exhibit A and detailed in Exhibit E.
- b) The City of Greenwood may elect to purchase such office equipment as it deems necessary to own outright. The appropriate adjustments will be made to the Monthly Equipment Usage Charge for each piece of equipment that Greenwood decides to purchase rather than rent.

**6. Clerical Services**

The City of Deephaven shall provide clerical services to the City of Greenwood according to the Clerical Services described in Exhibit B. All clerical services provided to Greenwood will be based on an 18 hour work week charged at the hourly rate described in Exhibit A. All payments for clerical will be paid monthly to the City of Deephaven.

7. **Joint Board**

The Joint Board will consist of the Mayors from each City. The Joint Board will meet as needed to clarify the scope of services provided by the City of Deephaven.

8. **Terms of Agreement**

The term of this agreement is four years effective on January 1, 2017 and expiring on December 31, 2020. Either party may terminate or re-negotiate the terms of this agreement upon giving the other party a 180-day notice.

9. **Deeplehaven/Greenwood Contract**

The Mayor and City Clerk of the Cities of Deeplehaven and Greenwood are hereby authorized to enter into a mutually agreeable contract that more specifically describes the terms and conditions of this agreement upon the adoption of the Joint Resolutions.

**Adopted by the Council of the City of Greenwood this 1<sup>st</sup> day of June, 2016 and by the Council of the City of Deeplehaven this 20<sup>th</sup> day of June, 2016.**

**CITY OF GREENWOOD**

\_\_\_\_\_  
**Debra J. Kind, Mayor**

**Attest:**

\_\_\_\_\_  
**Dana Young, City Clerk**

**CITY OF DEEPLHAVEN**

\_\_\_\_\_  
**Paul A. Skrede, Mayor**

**Attest:**

\_\_\_\_\_  
**Dana Young, City Administrator**



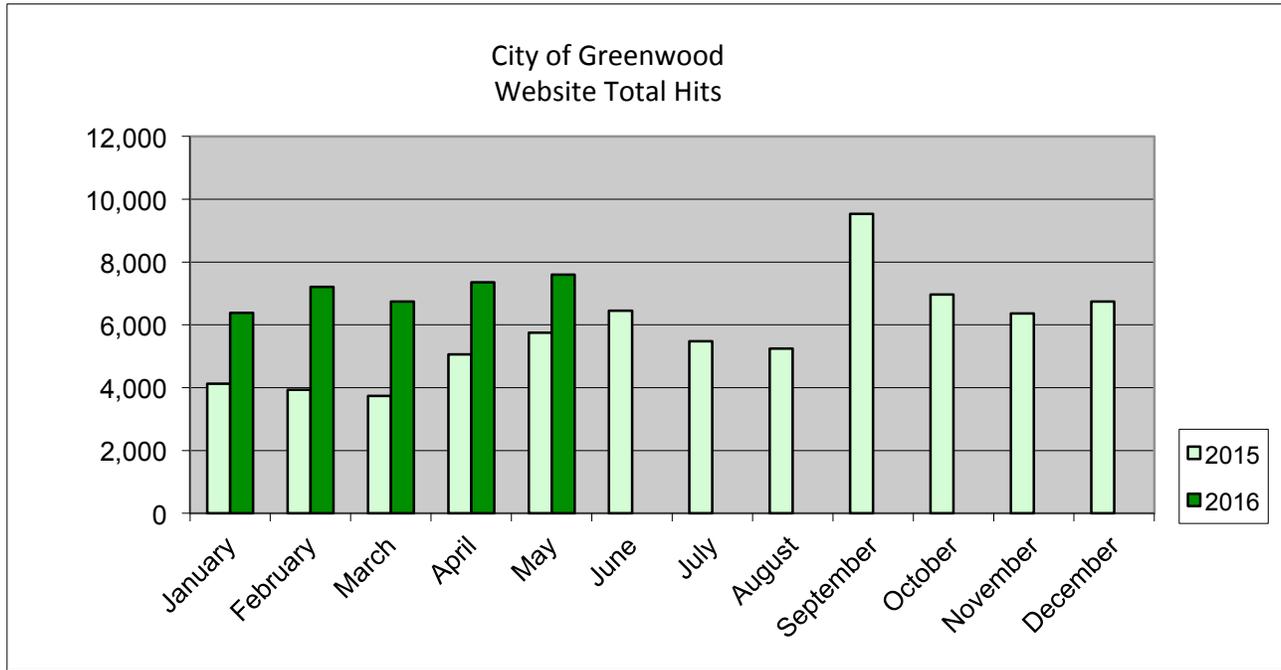
Agenda Number: **10A-E**

**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 are included in the hard copy of the full council packet and in the electronic version of the packet available at [www.greenwoodmn.com](http://www.greenwoodmn.com).

**Council Action:** None required.



Month	2015	2016	Variance with Prior Month	Variance with Prior Year	Bulk Email List
January	4,123	6,382	-360	2,259	156
February	3,928	7,209	827	3,282	156
March	3,732	6,741	-468	3,009	156
April	5,058	7,351	610	2,293	156
May	5,753	7,603	252	1,850	158
June	6,448		-7,603	-6,448	
July	5,481		0	-5,481	
August	5,249		0	-5,249	
September	9,532		0	-9,532	
October	6,969		0	-6,969	
November	6,362		0	-6,362	
December	6,742		0	-6,742	
<b>AVERAGE</b>	<b>5,781</b>	<b>7,057</b>			

Gray indicates estimated numbers (average of month prior and month after)

**POPULATION:** 693  
**EMAIL ADDRESSES % OF POPULATION:** 22.93%

Population source: [www.metrocouncil.org](http://www.metrocouncil.org), Data & Maps, Download Data, Population and Household Estimates  
 Population figure updated: 05-20-16

## 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
<a href="#">Default Home Page</a>	2454	32.28%
<a href="#">Agendas, Minutes &amp; Meeting Packets</a>	760	10%
<a href="#">RFPs &amp; Bids</a>	408	5.37%
<a href="#">Planning Commission</a>	381	5.01%
<a href="#">Assessments &amp; Taxes</a>	311	4.09%
<a href="#">City Departments</a>	262	3.45%
<a href="#">Budget &amp; Finances</a>	249	3.28%
<a href="#">Mayor &amp; City Council</a>	192	2.53%
<a href="#">Spring Clean-Up Day</a>	181	2.38%
<a href="#">Code Book</a>	171	2.25%
<a href="#">Garbage &amp; Recycling</a>	170	2.24%
<a href="#">Photo Gallery</a>	154	2.03%
<a href="#">Welcome to Greenwood</a>	153	2.01%
<a href="#">Forms, Permits &amp; Licenses</a>	148	1.95%
<a href="#">City Newsletters</a>	108	1.42%
<a href="#">Watercraft Spaces</a>	104	1.37%
<a href="#">Lake Minnetonka</a>	93	1.22%
<a href="#">Comp Plan &amp; Maps</a>	92	1.21%
<a href="#">Crime Alerts</a>	83	1.09%
<a href="#">St. Alban's Bay Lake Improvement District</a>	73	0.96%
<a href="#">Links</a>	70	0.92%
<a href="#">Emergency Preparedness</a>	69	0.91%
<a href="#">Email Sign-Up</a>	69	0.91%
<a href="#">Meetings</a>	68	0.89%
<a href="#">Elections &amp; Voting</a>	68	0.89%

### Quick Tips

The reports offered in your Site Statistics tool only track activity on the public side of your site.

In each report, a section named "Default" and a section named "Home" may appear.

A page view gets attributed to "Default" when a visitor to your site types your URL into his or her Web browser. In most cases, the "Default" section is your Home Page.

A page view gets attributed to "Home" each time a visitor clicks the "Home" button on your Web site.

In the Page View (Default) report, only sections with Web traffic are reported and they are listed in page view order.

In the Page View by Section report, sections are listed in the order they appear in the navigation menu and are reported regardless of their traffic level.

In the Referrers report, it is important to remember that your own site acts like a referrer. So, don't be surprised if you see your own Web address(es) listed -- this tracks the number of times people went from one part of your site to another.

<a href="#">Parks, Trails &amp; Watercraft Amenities</a>	67	0.88%
<a href="#">Old Log Events</a>	61	0.8%
<a href="#">Animal Services</a>	60	0.79%
<a href="#">Meetings on TV</a>	59	0.78%
<a href="#">Tree Ordinance</a>	59	0.78%
<a href="#">Swiffers NOT Flushable</a>	59	0.78%
<a href="#">Community Surveys</a>	54	0.71%
<a href="#">Tour de Tonka</a>	53	0.7%
<a href="#">Search Results</a>	52	0.68%
<a href="#">Well Water</a>	52	0.68%
<a href="#">Southshore Center</a>	45	0.59%
<a href="#">Smoke Testing</a>	34	0.45%
<a href="#">---</a>	10	0.13%
<a href="#">News &amp; Events</a>	7	0.09%
<a href="#">Ordinances &amp; Comprehensive Plan</a>	6	0.08%
<a href="#">Recreation &amp; Amenities</a>	6	0.08%
<a href="#">Utilities, Garbage &amp; Recycling</a>	5	0.07%
<a href="#">Finances, RFPs, Taxes &amp; Assessments</a>	5	0.07%
<a href="#">Public Safety</a>	4	0.05%
<a href="#">Agendas, Minutes &amp; Meetings</a>	4	0.05%
<a href="#">Misc</a>	4	0.05%
<a href="#">Luck O' the Lake</a>	3	0.04%
<a href="#">Unsubscribe</a>	2	0.03%
<a href="#">July 4th</a>	1	0.01%
<b>TOTAL</b>	<b>7603</b>	<b>100%</b>

### Unique IPs by Section

Section	Unique IPs	Percent of Total IPs
Default Home Page	891	24.93%
Agendas, Minutes & Meeting Packets	225	6.3%
City Departments	166	4.64%
Spring Clean-Up Day	126	3.53%
Planning Commission	124	3.47%
Assessments & Taxes	119	3.33%
Photo Gallery	108	3.02%
Welcome to Greenwood	102	2.85%
Mayor & City Council	102	2.85%
Garbage & Recycling	97	2.71%
Code Book	88	2.46%
Budget & Finances	83	2.32%
City Newsletters	82	2.29%
Watercraft Spaces	78	2.18%
Forms, Permits & Licenses	75	2.1%
Lake Minnetonka	66	1.85%
Comp Plan & Maps	63	1.76%
St. Alban's Bay Lake Improvement District	62	1.73%
Crime Alerts	60	1.68%
Parks, Trails & Watercraft Amenities	56	1.57%
Elections & Voting	56	1.57%
Emergency Preparedness	53	1.48%
Swiffers NOT Flushable	51	1.43%
Animal Services	50	1.4%
Tree Ordinance	49	1.37%
Links	49	1.37%
RFPs & Bids	46	1.29%
Email Sign-Up	46	1.29%
Meetings	45	1.26%
Well Water	45	1.26%

Old Log Events	45	1.26%
Tour de Tonka	44	1.23%
Meetings on TV	43	1.2%
Southshore Center	42	1.18%
Community Surveys	41	1.15%
Smoke Testing	30	0.84%
Search Results	28	0.78%
---	8	0.22%
Ordinances & Comprehensive Plan	4	0.11%
News & Events	4	0.11%
Utilities, Garbage & Recycling	4	0.11%
Luck O' the Lake	3	0.08%
Recreation & Amenities	3	0.08%
Misc	3	0.08%
Agendas, Minutes & Meetings	2	0.06%
Public Safety	2	0.06%
Finances, RFPs, Taxes & Assessments	2	0.06%
Unsubscribe	2	0.06%
July 4th	1	0.03%
<b>TOTAL</b>	<b>3574</b>	<b>100%</b>

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

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Agenda Number: **FYI**

**Agenda Item:** FYI Items in Council Packet

**Summary:** FYI items typically include planning commission minutes and other items of interest to the council. When the agenda is approved at the beginning of the meeting, any council member may request to move an FYI item to the regular agenda for further discussion. Moved items will be placed under Other Business on the agenda.

FYI documents are included in the hard copy of the full council packet and in the electronic version of the packet available at [www.greenwoodmn.com](http://www.greenwoodmn.com).

**Council Action:** No council action is needed for FYI items.

**Randy's Environmental Services  
2016 Single Sort Recycling Report**

	January	February	March	April	May	June	July	August	September	October	November	December	Total to Date	Average to Date	
<b>City of Greenwood</b>															
<b>Recycling</b>															
Recycling Participation %	85.48%	84.52%	85.81%	85.48%											4
Actual Stops Collected	1,060	1,048	1,330	1,060									4,498	1,125	4
Possible Stops for Collection 310 per pick up (weekly)	1,240	1,240	1,550	1,240									5,270	1,318	4
Pounds Per Set Out	17.2	17.0	16.7	18.3											
Aluminum	0.19	0.19	0.23	0.20									0.8	0.2	4
Corrugated	1.78	1.74	2.17	1.90									7.6	1.9	4
Glass	1.97	1.93	2.41	2.10									8.4	2.1	4
Mixed Paper	3.31	3.24	4.05	3.53									14.1	3.5	4
Plastics	0.76	0.74	0.92	0.80									3.2	0.8	4
Steel/Tin	0.19	0.19	0.24	0.21									0.8	0.2	4
<b>Total Recycling Tonnage</b>	8.20	8.03	10.02	8.74	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	35.0	2.9	12
Residue	0.90	0.86	1.09	0.94	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	3.8		
<b>Total Tonnage Picked Up</b>	9.10	8.89	11.11	9.68	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	38.8	2.9	12

**GREENWOOD PLANNING COMMISSION  
WEDNESDAY, MAY 18, 2016  
7:00 P.M.**

**1. CALL TO ORDER/ROLL CALL**

Chairman Lucking called the meeting to order at 7:03 p.m.

Members Present: Chairman Pat Lucking, Commissioners Lake Bechtell, Kristi Conrad, Douglas Reeder, and Fiona Sayer.

Others Present: Council Liaison Bill Cook, and Zoning Administrator Dale Cooney.

**2. MINUTES – April 20, 2016**

Commissioner Bechtell moved to approve the minutes of April 20, 2016 as presented. Commissioner Conrad seconded the motion. Motion carried 5-0.

**3. PUBLIC HEARINGS**

**3a. Consider the variance request of Damian and Jennifer Novak for a side yard setback in order to construct a house addition at 20870 St Albans Green**

Chairman Lucking introduced the agenda item. He said that the applicants are seeking a variance from the side yard setback requirements to build an addition onto their existing house. Lucking said that Section 1120:15 of the Zoning Ordinance requires a minimum side yard setback of 15 feet and that the applicants propose a side yard setback of 10 feet, 1 inch for the proposed home addition.

Chairman Lucking opened the public hearing and asked if the applicants wanted to make any comments.

Jennifer Novak, applicant, said that her husband works from home and that they have two young children. She said that the expansion will help her husband do his work from home by providing a sound proof room for his work. She said that the adjacent neighbors who would be impacted by this proposal have expressed their support.

Commissioner Bechtell asked where the utilities would be relocated. David Stockdale, architect for the applicants, said that the utilities would be relocated to near the utility door on the garage. He said they would still be below grade and not very visible.

Lucking asked about the location of the bedroom. Stockdale said that it was on the lower level and the office is on the main level. He said that the lower level is grade level since the property is slab-on-grade construction.

Stockdale said that the hardcover will actually be reduced since the retaining walls are going away. Lucking said that retaining walls are not actually counted as hardcover.

Chairman Lucking closed the public hearing.

Conrad said that, even though it is not structural, the space for the proposed addition is already being utilized as a porch, patio area.

Conrad asked if the variance could be negated if the house is torn town. Lucking said that typically a footprint is grandfathered in. Cook said that the footprint could be used for negotiating.

Cook asked if the Novak's were the original owners. Stockdale said that they were the third owners and had owned the house about 4 years. Cook said that this was important since if they

**GREENWOOD PLANNING COMMISSION**  
**WEDNESDAY, MAY 18, 2016**  
**7:00 P.M.**

had built the house and then requested a variance for a bigger house that would be a problematic scenario under which to grant a variance.

Cook said that the hardcover calculations would need to be cleaned up. He said that there are somethings that need to be excluded from the calculations including the landscaping, and possibly part of the patio area.

Lucking entertained a motion to approve.

Motion by Bechtell to approve the variance request as proposed with the condition that the hardcover calculations be revised to be more accurate. Motion was seconded by Reeder. Motion carried 5-0.

**4. NEW BUSINESS**

**5. LIAISON REPORT**

Cook said that he wanted to thank the planning commission for the work they do. He said that the outcome on the conversation on the future of the planning commission will lead to more training for the planning commissioners. He said that a lot of the past planning commissioners had to learn at the meetings and were not provided training. He said that he was never given any training on the planning commission.

Cook said that the city attorney and the zoning coordinator will be at the meetings at the discretion of Chairman Lucking. Lucking said that the zoning coordinator takes meeting minutes so would be expected to attend more regularly.

Lucking said that planning commission meetings would not be held unless there were planning applications that needed to be heard. He said that meeting would not be held to simply review an ordinance unless something else was already on the agenda.

Cook discussed his perspective on the variance request that came before the planning commission. He said that, at some level, all of these requests are “wants” and not “needs” and that the planning commission should continue to dialogue on these issues. He said that while it is important to review the applications on a case-by-case basis, the more variances that are approved, the more difficult it is to do something different in the future.

Cook said that he would not have supported tonight’s variance if the applicants had been the original owners of the home and had built the home. He said that a variance should be due to something unique to the property and not created by the landowner. Cook said that he felt that if the owners had built the home, they would have created the situation for which they were seeking relief.

**6. ADJOURN**

Motion by Commissioner Conrad to adjourn the meeting. Commissioner Bechtell seconded the motion. Motion carried 5-0. The meeting was adjourned at 7:42 p.m.

Respectively Submitted,  
Dale Cooney - Zoning Administrator