

**Greenwood City Council Work Session**  
Tuesday, March 3, 2009  
Council Chambers 20225 Cottagewood Road Deephaven, MN 952.474.6633

**AGENDA**

*Welcome to the Work Session of the Greenwood City Council. We are glad you are here! In accordance with open meeting laws, members of the public are welcome to view this meeting, but there will be no opportunity for the public to participate.*

- |         |   |
|---------|---|
| 6:00 PM | 1. Call to Order – Roll Call – Approval of Agenda |
| 6:00 PM | 2. Discuss Greenwood Fees                         |
| 6:50 PM | 3. Adjournment                                    |



Type of License or Permit	Section	Subd.	Conditions & Terms	Current Fee	Notes	Excel. 11/08	Deep.	SW	TB 12/08	Mtka.	Chan.	Avg.	Max.
Sewer: Cap Fee		1	Per instance	\$50.50					\$60			\$60	\$60
Sewer: Re-Connection Fee		1	Per instance	\$50.50					\$60			\$60	\$60
Sewer/Recycling: Delinquent Accounts	310:20 & 475:30		Certified to county annually	\$20, plus 20%	Amend code to delete amounts.								
Street Excavation Permit	640:30		Per site	\$75	Fee duly set by the council from time to time.				\$55			\$55	\$55
Tobacco License	415:04		Annual	\$50	Fee shall be set forth in Section 510, Sub. 7.	\$300	\$50	\$250	\$65	\$235		\$180	\$300
Tree Trimming Permit					Coming with updated Tree Ordinance.		\$35	\$30				\$33	\$35
Zoning: Code Amendment Fee	1160:05				Code says fee determined by city council.			\$600			\$500	\$550	\$600
Zoning: Conditional Use Permit, Non-Res	1150:15	1		\$300 to \$1500	Fee published in fee schedule, determined by city council.			\$400	\$150	\$500	\$425	\$369	\$500
Zoning: Conditional Use Permit, Residential	1150:15	1		\$300 to \$1500	Fee published in fee schedule, determined by city council.			\$200	\$150	\$200	\$325	\$219	\$325
Zoning: Shoreland Compliance Review Fee	1176:03	2		\$150	Code has fee of \$150. Delete amount from code.								
Zoning: Simple Suidivision Fee	600:07		Plus publication cost	\$150	Set by resolution, recorded Chapter 5.				\$150	\$100		\$125	\$150
Zoning: Variance Fee	1155:20	2		\$300 to \$1500	Time to time by resolution.		\$300	\$300	\$150	\$300	\$200	\$250	\$300

Type of License or Permit	Section	Subd.	Conditions & Terms	Current Fee	Notes	Excel. 11/08	Deep.	SW	TB 12/08	Mtka.	Chan.	Avg.	Max.
<b>Create clean-up ordinance to AMEND the following ...</b>													
Animal: Dog At Large	445:15	1			Amend code to say that any dog found "at large" shall be subject to amount on Fee Schedule in addition to impound fees.								
Building Violations & Penalties	300:40				\$700 (MN statutes 609.033 and 609.034) is listed in code. Delete amount in code.								
Fees, Business Licenses and Permits	510:00				Amend code to delete listing of fees and instead say that a Fee Schedule is available at the city office.								
Fire/Police Alarm Non-Compliance Fees	1050.35 & 1051:07	1, 2, 3			Code lists fee of \$700. Delete amount from ord.								
Fire/Police Alarm Permit (False Alarm Fee)	1050.10 & 1051:03				Code says "permit." Change language to "fee."								
Garbage/Refuse Collector License	475:20				Amend Sec 475:20, Subd 4 to delete \$1000 bond.								
Liquor License: Off-Sale Non-Intoxicating, Investigation Fee	800:30				\$150 is listed in code. Amend to delete amount.								
Liquor License: On-Sale Intoxicating, Delimited (Reduced Hours)	820:40				Amend code to delete the variance amount AND to decrease the number of hours?								
Liquor License: On-Sale Intoxicating, Investigation Fee	820:35				Amend code to delete amounts listed.								
Liquor License: On-Sale Surety Bond	820:45				\$1000 listed in code. Amend code to delete amt OR delete para?								
Plumber License	410:10				Obsolete. The state licenses plumbers. Amend code to delete requirement to get license from city.								
Recycling: Delinquent Accounts	475:30	3			Amend to delete amounts from code.								
Sewer: Misc. Connections	310:00	2			Current code says amount charged shall be fixed by the City Clerk. Amend code to say time to time by COUNCIL resolution, recorded on Fee Schedule.								
Sewer: Delinquent Accounts	310:20				Amend code to delete amounts.								
Tobacco	415:04				Amend code to delete reference to Subd 7 in Section 510 and change to time to time ... fee schedule.								
Zoning: Shoreland Compliance Review Fee	1176:03	2			Code lists fee of \$150. Delete amount from code.								
<b>Create clean-up ordinance to DELETE the following ...</b>													
Animal: Dog License	445:10			Not Done	Determined by council resolution. Delete section because no one does it, difficult to enforce, and tags are expensive.								
Liquor License: Private Bottle Clubs	810:20		Annual	Not Done	Time to time, recorded Chapter 5. Obsolete. Delete?			\$250	\$300	\$300		\$283	\$300
Mobile Home 15-Day License	405:40			Not Done	Delete section of code. Obsolete.								
Mobile Home Park Permit	405:40		Annual	Not Done	Delete section of code. Obsolete.								
Mobile Home Temporary Residential Construction License	405:40			Not Done	Delete section of code. Obsolete.								
Sewer Availability Charge	310:15	9	Per month	Not Done	\$10 / mo. amount also listed in ord. Amend code to delete amount. Or delete section?								
Sewer Rates	520:00				Delete section of code. Redundant with section 310.								
Taxicab License	485:25		Annual	Not Done	Delete. Obsolete.								
Vending Machines & Mech. Devices Permit	480:30		Annual per machine	Not Done	Delete. Obsolete.	\$30			\$15	\$15		\$20	\$30

# Greenwood City Council Meeting

Tuesday, March 3, 2009

Council Chambers, 20225 Cottagewood Road, Deephaven, MN 55331, Phone 952.474.6633

## AGENDA

*Welcome to the Greenwood City Council Meeting. We are glad you are here! Members of the public are invited to address the Council regarding any item on the agenda. If your topic is not on the agenda, you may speak during Matters from the Floor.*

*See the back of this page for Public Comment Guidelines. And, as a friendly reminder, please turn off your cell phones.*

- 7:00 PM 1. Call to Order-Roll Call-Agenda
- 7:00 PM 2. Approve Consent Agenda  
*Council members may request removal of consent agenda items. Removed items will be placed under Other Business for discussion.*
- A. Recommendation: Approve work session and regular council minutes of 2-3-09
  - B. Recommendation: Approve January Treasurer's Report
  - C. Recommendation: Approve February payables **\$50,381.21**
  - D. Recommendation: Approve Stormwater Management Plan Revisions by Bolton & Menk
  - E. Recommendation: Approve updated Comprehensive Plan by Gus Karpas
  - F. Recommendation: Set Saturday, May 2, 2009 as date for city-wide spring clean up
- 7:05 PM 3. Matters from the Floor:  
*This is an opportunity for the public to address the Council regarding matters not on the agenda. The Council will not engage in discussion or take action on items presented at this time. However, the Council may ask questions for clarification and may include items on a future agenda. Comments are limited to three minutes (see the back for Public Comment Guidelines).*
- 7:10 PM 4. Announcements, Presentations & Staff Reports
- A. Virchow Krause 2008 audit report
  - B. Minnehaha Creek Watershed District Presentation
- 7:30 PM 5. Public Hearings
- A. Stormwater Pollution Prevention Program
- 7:30 PM 6. Unfinished Business
- A. Authorize City Administrator to use credit card (\$5,000 card limit)
  - B. Consider options regarding billboards at 20900 Excelsior Blvd.
- 7:45 PM 7. New Business
- A. Planning Commission Appointments (Lucking B-1, Mark Spiers B-2)
  - B. Consider having the Planning Commission review lighting ordinance
  - C. Consider petition from Lakeshore Market for an amendment to Section 1130 to permit the on-site preparation of hot food Resolution #08-09
  - D. Consider proposal for seasonal barrier on fire lane between 5050 & 5060 Meadville Street
  - E. First Reading of Ordinance #163 Establishment of Stormwater Management Utility Fund
  - F. First Reading of Ordinance #164 amendment to section 520 Sewer Rates
  - G. Discuss Dangerous Dog Appeal
  - H. Consider proposal for Greenwood Beautiful Boulevards Award
  - I. Consider having the Planning Commission review the structure height limit in the Massing Ordinance
- NONE 8. Other Business
- 8:50 PM 9. Council Reports
- A. Kind: South Lake Minnetonka Police
  - B. Rose: Southshore Center
  - C. Page: Lake Minnetonka Conservation District
- 9:00 PM 10. Adjournment

*Agenda times are approximate. Please be ready 10 minutes prior to your agenda topic. Every effort will be made to keep the agenda on schedule.*

**NOTE:** *The City Council packet (agenda, staff reports, and supporting documentation) is available online at [www.cityofgreenwoodmn.com](http://www.cityofgreenwoodmn.com). Packets are typically posted online the Friday evening prior to Council meetings. A hard copy is available for viewing the following Monday and Tuesday at the Greenwood City Office.*

GREENWOOD CITY COUNCIL WORKSESSION  
Tuesday, February 3, 2009 6:00 p.m.  
Council Chambers 20225 Cottagewood Road Deephaven MN 55331

City of Greenwood  
City Council Worksession  
February 3, 2009

1. CALL TO ORDER- ROLL CALL - APPROVAL OF AGENDA

Mayor Kind called the worksession to order at 6:00 p.m.

Members present: Mayor Kind, Councilmembers Fletcher, Rose and Page

Members absent: Councilmember Quam

Others present: City Administrator Whipple, City Attorney Kelly, and Recording Secretary Link

Councilmember Fletcher moved to approve the worksession agenda. Motion carried unanimously.

2. PREPARATION FOR ASSESSOR PRE-BOARD MEETING

Kind stated Councilmember Fletcher had suggested the Council discuss what they want to cover with the assessor at the Pre-Board meeting. She distributed a spreadsheet showing information on home sales in Greenwood that are part of a sales study which includes regular residential and lakeshore residential sales. She noted the assessor's valuation is at 96.4% of what the homes sold for. It is the County's goal to have all cities at 95% or slightly higher. The study period is October 1 through September 30 of a calendar year. Six sales are needed to have a meaningful study and the number of sales in Greenwood exceeded that requirement. Fletcher stated it is important to know ahead of time what will happen at the Board of Review meeting. It was noted the Board of Review will be held on April 16. Whipple stated tax notices will be sent out in early March. Residents are given instructions on what they need to do if they do not agree with their valuation. Those who attend the Board of Review meeting are given an opportunity to explain why. Rose explained how the County reviews all comments, performs any necessary appraisals, and brings their recommendations to the reconvened meeting.

3. ADMINISTRATOR OVERSIGHT SUB-COMMITTEE REPORT

Kind and Fletcher have met with the City Administrator and touched on the \$8,500 to use at her discretion. The goal is to not use it all. The first priority was to hire a recording secretary. E-mailing the utility bills and newsletters was also discussed. Whipple will make efforts to attend police and fire board meetings. Work hours and summer pay were also discussed. Ordinances are in the process of being published. Quarterly meetings are scheduled to review financials.

Fletcher stated a sign and bell will be placed in the window for anyone needing Whipple's help.

4. DISCUSS GREENWOOD FEES

Kind stated this item was on last month's agenda, and she volunteered to get information on what other cities are charging. She stated the last time the code book was cleaned up was in 1996. Kelly stated most of the fees are set by resolution, and Section 510 should say the same thing. We will review the fees one-by-one and vote on them at the City Council meeting. Kind stated it is up to the Councilmembers to recuse themselves when discussing the fees.

The first fee discussed was the dog at large fee which Greenwood doesn't currently charge. Fletcher didn't know if it was an issue for Greenwood. Rose believed it could help. Page stated we need to know what the police are charging. Council concurred there shouldn't be an additional fee if the police are charging adequately. Council discussed the \$500 fee for potentially dangerous animal licenses. Kelly recommended it stay as it currently is. Kennel licenses are set at \$50. Whipple noted she has never issued any kennel licenses. Wild animal permits are \$10. Kelly suggested an ordinance be adopted not allowing wild animals. It was also recommended the building moving permit and building permit remain as is. Marina license fees were reviewed. Kelly stated the fee should be in line with expenses related with administration. Rose believed the current fee might be too low. Whipple estimated the time spent on the marina license renewals is around four hours. Rose stated the per slip fee should go up as well as the base fee. Kind suggested the base fee would be increased to \$120 with \$6 per slip. Page didn't think they should be raised at all. Kelly stated all license fees should be equal to the cost of administration. It was determined the fees would be increased nominally. Municipal dock fees were discussed. Fletcher was in favor of a nominal increase. He suggested \$825, a 10% increase. Kelly stated this is an enterprise fund, so the fee is not limited. Page stated he didn't think the fee should be raised. He believed Excelsior and Tonka Bay's fees are out of line. He suggested more docks be added if possible. Kind suggested \$900. She suggested another worksession be held at the March 3 meeting at 6:00 p.m.

5. ADJOURNMENT

There being no further business, it was moved by Page to adjourn the meeting at 5:56 p.m. Motion carried unanimously.

Respectfully submitted,

Clare T. Link  
Recording Secretary

**GREENWOOD CITY COUNCIL MEETING**  
**Tuesday, February 3, 2009 6:00 p.m.**  
**Council Chambers 20225 Cottagewood Road Deephaven MN 55331**

City of Greenwood  
 City Council Meeting  
 February 3, 2009

Page 2 of 6

**1. CALL TO ORDER- ROLL CALL - APPROVAL OF AGENDA**

Mayor Kind called the meeting to order at 7:00 p.m.

Members present: Mayor Kind, Councilmembers Page, Rose and Fletcher

Member absent: Councilmember Quam

Others attending: City Administrator Whipple, City Attorney Kelly and Recording Secretary Link

Councilmember Page moved to approve the meeting agenda. Motion carried 4-0.

**2. APPROVE CONSENT AGENDA**

Councilmember Page moved to approve the consent agenda. Motion carried 4-0.

Items so approved include the following:

- A. Approve minutes of 1-6-09 Former Council
- Approve minutes of 1-6-09 New Council
- B. Approve December Treasurer's Report
- C. Approve January payables \$88,371.09

**3. MATTERS FROM THE FLOOR**

Tom Moser, 21670 Fairview Street distributed lighting information. Joan Moser requested the Council look at the current ordinance and consider amending it. She suggested a lighting commissioner be appointed to address issues throughout the city. She cited examples of areas in the city that are on until after midnight. Tom Moser noted their neighbor has holiday lights on from 6 p.m. until 1:50 a.m. Joan Moser stated there has to be something coming from the city to address this issue through an ordinance amendment. She believed everyone has the right to light their property, but something needs to be done about them shining on other residents' property.

**4. ANNOUNCEMENTS, PRESENTATIONS & STAFF REPORTS**

- A. Mayor: 5560 Maple Heights Road update on Wirth property  
 Kind stated construction on the property has resumed. Rob Roy, 202?? Summit Oaks stated there is nothing in the code for completion dates for properties. He suggested the code be changed. Kelly stated our building permits, once issued, are valid forever. That can be problematic. He stated he will discuss this with Gus Karpas.
- B. Administrator: Audit/Authorize Administrator with credit card use  
 Whipple stated the city had its audit last week. One of the things to arise is

the auditor suggested she be authorized to use the city's credit card. She asked the auditor if there should be a limit on how much she can spend, and he didn't think it would be necessary. Councilmember Fletcher moved to authorize Roberta Whipple to use the city's credit card. Page asked what the credit limit is on the card. Whipple stated she did not know. Motion was withdrawn. Councilmember Rose moved to table this item. Motion carried 4-0.

**C. Administrator: Utility bills in homeowner's name**

Whipple stated this item was discussed at the January meeting. The city attorney stated it is an administrative matter to keep the bills in the homeowner's name rather than the renters. She would like authorization to do this effective in July. Councilmember Page moved to authorize that all utility bills in Greenwood be sent to the property owners effective July 1. Whipple noted this is not unusual, and several cities have this policy. Motion carried 4-0.

**5. PUBLIC HEARINGS**

None

**6. UNFINISHED BUSINESS**

None

**7. NEW BUSINESS**

**A. Appoint Lake Bechtell as Lake Minnetonka Communications Commission Representative**

Kind stated Lake Bechtell has submitted an application to be considered as Lake Minnetonka Communications Commission representative. Councilmember Fletcher moved to appoint Lake Bechtell as Lake Minnetonka Communications Commission representative. Motion carried 4-0.

**B. MILFOIL PROJECT (FLETCHER)**

Rob Roy, 21270 Excelsior Boulevard discussed his efforts to raise money to have the milfoil treated in St. Alban's Bay at a cost of \$6500. A letter will be drafted to be sent to Greenwood residents, and he is looking for an Excelsior resident to represent that community. Mr. Roy stated that the test treatment in Gray's Bay was a success.

Rose asked what the fee for treating the milfoil would be once the survey is completed. Roy stated the amount is unknown. Roy stated he is looking for Greenwood's wholehearted participation. Kind stated the LMCD indicated the Gray's Bay survey was done at no charge by the Army Corps of Engineers. Kind asked if it would be premature to do the study now when the LMCD has not indicated the treatment would be done in 2010. Roy stated he believed in being proactive. Bob Schmidt, 9555 Excelsior Blvd. asked if residents should stop their individual milfoil treatment. Roy stated the inventory determines how much of the bay should be treated. Once the treatment plan is in place, it is a 5-year program. Every year the cost is reduced until it is a maintenance cost only. Councilmember Fletcher moved to support the milfoil inventory efforts by donating \$1000 from the lake fund. Fletcher stated St. Alban's Bay has a good likelihood of a successful treatment. The city docks will benefit from this treatment. He noted the inventory is good for seven years. Rose was unsure why an inventory is necessary when we know a problem exists. Kind noted it is a requirement from the LMCD. Page stated the LMCD and Army Corps of Engineers have reported the treatment of Gray's Bay was marginally successful which was partially attributed to the slow growth. In order to get the Army Corps of Engineers involved, the inventory has to be done. He stated he would be following up on whether any donations can be considered tax deductions. He noted the majority of the funding comes from property owners. Kind was concerned about St. Alban's Bay not being on the LMCD's radar. She believed the inventory should be "wait and see" at this point. Page was concerned about the bay not being susceptible to a chemical treatment. Kind asked how much of the marina fund should be allocated toward this. Page didn't think \$1000 would be a problem. It won't be paid until we know the \$5500 is available from the residents. Fletcher stated the city will not pay \$1000 until the inventory has been completed. Roy noted the funds from the lakeshore owners will go through the Lake Minnetonka Association, so they will be tax deductible. Rose asked if we could get an idea what percentage everyone will be giving (LMCD, Army Corps of Engineers, and property owners). Kind stated she didn't want to waste money on something that isn't going to happen and believed the inventory is premature. It would be wasted if the treatment isn't done within four years. Roy stated the residents may decide to do their own thing. Page stated it is worth seed money of \$1000 if it generates the \$5500 and is good for a number of years. We need to make a stand here. Deephaven is treating on their own, but only 1/2 is allowed to be treated. Mayor Kind moved to amend the motion to authorize the expenditure of \$500 for the milfoil inventory of St. Alban's Bay. Motion carried 4-0.

**C. SET BOARD OF REVIEW RECONVENE DATE**

Whipple stated the reconvene date needs to be established within twenty days of the original Board of Review on April 16. Kind suggested April 30. Councilmembers concurred. Councilmember Fletcher moved to set April 30, 2009 at 6:30 p.m. as the Board of Review reconvene date. Motion carried 4-0.

**D. BILLBOARDS AT 20900 EXCELSIOR BLVD.**

Kind noted there are two billboards at that address that are unused and are an eyesore. Neighbors would like them removed. Kelly stated there is a question whether they have been abandoned. The company should be put on notice, and whether that should be done should be discussed. Kelly stated if a letter is sent, they may be motivated to use the billboards or shut off the lights. He noted they are grandfathered in. John Biel, 5470 Maple Heights Road stated the Planning Commission discussed this issue in December of 2007. At that time, there wasn't any signage in use. He noted the language in the current ordinance addresses this issue by stating a year without a message would be an abandoned sign. He believed something needs to be done. Kelly stated he would like to have the strength of the new sign ordinance for an entire year before anything is done. Councilmember Rose moved to continue this item to the March 3, 2009 City Council meeting. Page stated he would like to visit the site and talk with the City Attorney more about this issue. Motion carried 4-0.

**E. RESOLUTION #7-09 REGARDING MAINTENANCE OF LOCAL TITLE AND REGISTRATION SERVICES - ROBERT SCHMITT**

Kind asked Mr. Schmitt if he had any more comments to make. Robert Schmitt, 20550 Highway 7 stated he was appointed deputy registrar by the State of Minnesota. He was present to ask the City Council to support his request for credit card use at the title and registration services office, increased handling fee, and to be able to share in revenues collected by the state. Councilmember Page moved to adopt Resolution #7-09. Fletcher stated he would most likely abstain from this resolution. Motion carried 3-0-1. Fletcher abstained from voting.

F. **ANNUAL MILFOIL TREATMENT**

Kind stated Gus Karpas has recommended to the DNR that 178' of milfoil be treated at the city docks. Councilmember Page moved to accept Gus Karpas' indication to continue the annual milfoil treatment. Motion carried 4-0.

8. **OTHER BUSINESS**

None

9. **COUNCIL REPORTS**

A. **Fletcher: Update on fire lane between 5050 and 5060 Meadville Street**

Fletcher reported the chain and appropriate reflector is up. It does have a fire/police lock on for emergency access. Kind stated residents are appreciative of the temporary solution.

B. **Fletcher: Greenwood website & e-mail address**

Councilmember Fletcher moved to change the city's web address. Fletcher noted either address would work. Motion carried 3-1. Page voted against the motion.

Councilmember Fletcher moved to authorize Kind and Fletcher to change the city's e-mail address. He stated the current web provider provides two e-mail addresses at no cost. Motion carried 4-0.

C. **Kind: Police**

Kind attended the SLMPD Coordinating Committee on January 28. She is the chair this year. The union negotiations with police officers are still in progress. The committee is considering a social host ordinance. She reviewed the purpose of such an ordinance. Seventeen ordinances in Minnesota have adopted the ordinance. A model ordinance will be brought to cities in the future.

D. **Rose: Southshore Center**

Rose stated he attended the Southshore Center meeting to review the cooperative agreement. It is still in the rough stages, but they have come up with a proposal. It states if you leave the agreement, you will only get the money you put in when the building was built. If you sign the

agreement, then everything is equal. If you want to quit in the future, you would get your original investment and a portion of any profit from the sale of the building. Excelsior wants to stay with their official participation rate. Page stated there was a plan in the original agreement whereby you would get your original investment back but also a percentage of the sale should you opt out. Page stated some more analysis needs to be done of what expenses will be in the future. He stated he needed convincing this agreement is good for Greenwood. Fletcher stated his big concern is the length of the agreement. Page stated he would not take any action until he knows what kind of funds the Friends currently have.

E. **Page: LMCD Report**

Page stated there have been two meetings since the Council last met. They discussed the Excel Marine (Tonka Bay Sales) dock configuration. They want to put 84 slips in the main spear and six on the easterly. Tentative approval was given. LMCD staff was asked to mark on the ice where the proposed dock ends would be located. The item was approved at the second meeting. A new accountant for LMCD was hired which will save \$1500 per year. He discussed how the Save the Lake funds were allocated. They discussed a de-icing problem at Sailors' World. The Save the Lake banquet is Thursday night at the Bayview Event Center.

10. **ADJOURNMENT**

Councilmember Rose moved to adjourn the meeting at 8:44 p.m. Motion carried 4-0.

Respectfully submitted,

Clare T. Link  
Recording Secretary

CITY OF GREENWOOD TREASURER REPORT				
JANUARY 2009				
FUND	ASSETS	LIABILITIES	TOTAL FUND BALANCE	
101 GENERAL	\$ 83,156.12	\$ 26,380.69	\$	56,775.43
401 PARK IMPROVEMENT	\$ 26,906.92	\$ -	\$	26,906.92
402 ROAD IMPROVEMENT	\$ 17,649.15	\$ -	\$	17,649.15
602 SEWER	\$ 786,416.18	\$ 431,986.13	\$	354,430.05
605 MARINA	\$ 42,024.38	\$ -	\$	42,024.38
	<b>\$ 956,152.75</b>	<b>\$ 458,366.82</b>	<b>\$</b>	<b>497,785.93</b>
BEACON BANK - CKG	\$ 325,845.66			
BEACON BANK - MM	\$ 158,856.46			
	<b>\$ 484,702.12</b>			

CITY OF GREENWOOD

Check Register - Summary

Page: 1  
Feb 26, 2009 08:59am

Check Issue Date(s): 02/01/2009 - 02/28/2009

Per	Date	Check No	Vendor No	Payee	Amount
02/09	02/11/2009	9537	51	BOLTON & MENK, INC.	4,332.50
02/09	02/11/2009	9538	615	Cardmember Services	161.39
02/09	02/11/2009	9539	660	CLARE T. LINK	200.00
02/09	02/11/2009	9540	25	LAKE MANAGEMENT, INC.	809.30
02/09	02/11/2009	9541	26	LEAGUE OF MN CITIES	285.00
02/09	02/11/2009	9542	255	LMC INSURANCE TRUST	26.00
02/09	02/11/2009	9543	105	METROPOLITAN COUNCIL ENV SERV	3,113.87
02/09	02/11/2009	9544	68	ONE CALL CONCEPTS	117.40
02/09	02/11/2009	9545	701	Popp Telecom	117.37
02/09	02/11/2009	9546	38	SOUTH LAKE MINNETONKA POLICE	12,519.00
02/09	02/11/2009	9547	136	Sun Newspapers	1,301.31
02/09	02/11/2009	9548	646	VIRCHOW KRAUSE & COMPANY	8,047.30
02/09	02/11/2009	9549	145	XCEL	755.03
02/09	02/24/2009	9551	75	HENNEPIN COUNTY TREASURER	136.00
02/09	02/26/2009	9552	10	AMERICAN SOLUTIONS / BUSINESS	16.89
02/09	02/26/2009	9553	51	BOLTON & MENK, INC.	267.50
02/09	02/26/2009	9554	9	CITY OF DEEPHAVEN	2,942.37
02/09	02/26/2009	9555	75	HENNEPIN COUNTY TREASURER	25.00
02/09	02/26/2009	9556	3	KELLY LAW OFFICES	2,921.00
02/09	02/26/2009	9557	742	Marco, Inc.	225.00
02/09	02/26/2009	9558	578	Minnesota Life	5.55
02/09	02/26/2009	9559	38	SOUTH LAKE MINNETONKA POLICE	11,912.00
02/09	02/26/2009	9560	136	Sun Newspapers	32.18
02/09	02/26/2009	9561	600	Union Security Insurance Compa	112.25
Totals:					<u>50,381.21</u>

GL Acct No	Vendor	Vendor Name	Description	Invoice No	PO No	Inv Date	Amount
101-41100-371	GENERAL FUND - COUNCIL - COUNCIL - TRAINING/CONF-REGISTRATIO						
	26	LEAGUE OF MN CITIES	New Elect Training - Rose	126574		01/29/2009	285.00
101-41200-319	GENERAL FUND - COUNCIL - ELECTIONS - EQUIPMENT MAINTENANCE-OTH						
	75	HENNEPIN COUNTY TREASURE	M100 Maintenance Fee-2009	0209		02/12/2009	136.00
	75	HENNEPIN COUNTY TREASURE	Automark Programming	20209		02/12/2009	25.00
							161.00 *
101-41400-139	GENERAL FUND - COUNCIL - ADMINISTRATION - CLERKS INSURANCE						
	578	Minnesota Life	Clerk's Life Insurance	0209		02/13/2009	5.55
	600	Union Security Insurance Compa	Long Term Disability	0309		02/13/2009	98.75
	600	Union Security Insurance Compa	Clerk's short-term disability	0309		02/13/2009	13.50
							117.80 *
101-41400-201	GENERAL FUND - COUNCIL - ADMINISTRATION - OFFICE SUPPLIES						
	615	Cardmember Services	Credit Card - office supplies	0109		02/11/2009	61.39
101-41400-202	GENERAL FUND - COUNCIL - ADMINISTRATION - DUPLICATING						
	9	CITY OF DEEPHAVEN	COPIES	0209		02/26/2009	66.50
101-41400-214	GENERAL FUND - COUNCIL - ADMINISTRATION - FORMS/PRINTING						
	10	AMERICAN SOLUTIONS / BUSINE	W-2 & 1099 FORMS	00160356		02/11/2009	16.89
101-41400-310	GENERAL FUND - COUNCIL - ADMINISTRATION - CLERKS CONTRACTURAL						
	9	CITY OF DEEPHAVEN	DEPUTY CLERK	0209		02/26/2009	68.14
	660	CLARE T. LINK	Council Minutes	0209		02/03/2009	200.00
							268.14 *
101-41400-311	GENERAL FUND - COUNCIL - ADMINISTRATION - OFFICE-RENT						
	9	CITY OF DEEPHAVEN	RENT & EQUIPMENT	0209		02/26/2009	942.68
101-41400-321	GENERAL FUND - COUNCIL - ADMINISTRATION - COMMUNICATIONS-TELEPHONE						
	701	Popp Telecom	Local, Long dist. & DSL	1756918		01/31/2009	117.37
101-41400-322	GENERAL FUND - COUNCIL - ADMINISTRATION - POSTAGE						
	9	CITY OF DEEPHAVEN	Postage	0209		02/26/2009	40.86
101-41400-351	GENERAL FUND - COUNCIL - ADMINISTRATION - PRINTING-LEGAL NOTICES						
	136	Sun Newspapers	Ordinance #155	1158065		01/29/2009	414.70
	136	Sun Newspapers	Ordinance #156	1158066		01/29/2009	157.30
	136	Sun Newspapers	Ord #154	1158067		01/29/2009	78.65
	136	Sun Newspapers	Lake Shore Market-zoning amendme	1159665		02/05/2009	35.75
	136	Sun Newspapers	Ordinance #150	1159666		02/05/2009	382.53
	136	Sun Newspapers	Ordinance #151	1159667		02/05/2009	171.60
	136	Sun Newspapers	Ordinance #153	1159668		02/05/2009	60.78
	136	Sun Newspapers	Stormwater hearing	1162223		02/19/2009	32.18
							1,333.49 *
101-41400-411	GENERAL FUND - COUNCIL - ADMINISTRATION - RENTALS-OFFICE EQUIPMENT						
	742	Marco, Inc.	Copier lease	117820803		02/11/2009	225.00
101-41600-304	GENERAL FUND - COUNCIL - LEGAL SERVICES - LEGAL SERVICES-GENERAL						
	3	KELLY LAW OFFICES	GENERAL LEGAL	5536		02/20/2009	2,564.50
101-41700-301	GENERAL FUND - COUNCIL - AUDITING - AUDITING						
	646	VIRCHOW KRAUSE & COMPANY	2008 Audit-partial	VK363641		01/30/2009	8,047.30
							14,247.92
101-42100-304	GENERAL FUND - LAW ENFORCEMENT - LAW ENFORCEMENT - LEGAL SERVICES-PROSECUTIO						

3	KELLY LAW OFFICES	LAW ENFORCE PROSECUTION	5537	02/20/2009	356.50
101-42100-310	GENERAL FUND - LAW ENFORCEMENT - LAW ENFORCEMENT - LAW ENFORCEMENT-CONTRACT				
38	SOUTH LAKE MINNETONKA POL	March Operating Budget	0309	02/02/2009	12,519.00
101-42100-311	GENERAL FUND - LAW ENFORCEMENT - LAW ENFORCEMENT - POLICE SIDE LEASE				
38	SOUTH LAKE MINNETONKA POL	First Quarter Lease	1-09	02/18/2009	11,912.00
101-42500-381	GENERAL FUND - LAW ENFORCEMENT - CIVIL DEFENSE - UTILITY SERVICES-ELECTRIC				
145	XCEL	SIREN	257196041	01/24/2009	3.54
101-42600-303	GENERAL FUND - LAW ENFORCEMENT - ENGINEERING - ENGINEERING FEES				
51	BOLTON & MENK, INC.	ENGINEER FEES - Stormwater Mgn	0109	01/28/2009	4,181.00
51	BOLTON & MENK, INC.	ENGINEER FEES-Comp Plan Maps	0109	01/28/2009	151.50
51	BOLTON & MENK, INC.	Road Engineering	0122249	12/31/2008	267.50
					4,600.00 *
Total LAW ENFORCEMENT					29,391.04
101-43100-381	GENERAL FUND - CONTRACT UTILITY AND ROADS - CONTRACT UTILITY AND ROADS - S&R-UTILITY SERVICES-ELE				
145	XCEL	Street Light -Meadville	257196033	01/24/2009	9.40
145	XCEL	Street Light - Sleepy Hollow	257597415	01/27/2009	9.46
145	XCEL	Street Lights	258365192	02/02/2009	392.31
					411.17 *
101-43900-311	GENERAL FUND - CONTRACT UTILITY AND ROADS - PUBLIC WORKS - STORM SEWER-CONTRACTURAL				
9	CITY OF DEEPHAVEN	STORM SEWERS	0209	02/26/2009	228.17
101-43900-312	GENERAL FUND - CONTRACT UTILITY AND ROADS - PUBLIC WORKS - SNOW PLOWING-CONTRACUTRAL				
9	CITY OF DEEPHAVEN	101-43900-312	0209	02/26/2009	873.50
101-43900-313	GENERAL FUND - CONTRACT UTILITY AND ROADS - PUBLIC WORKS - TREE/WEED-CONTRACT				
9	CITY OF DEEPHAVEN	101-43900-313	0209	02/26/2009	722.52
Total CONTRACT UTILITY AND ROADS					2,235.36
101-49000-369	GENERAL FUND - MISCELLANEOUS - MISCELLANEOUS - MISCELLANEOUS-INSURANCE				
255	LMC INSURANCE TRUST	Work Comp. - Final Audit	14842	02/03/2009	26.00
101-49000-439	GENERAL FUND - MISCELLANEOUS - MISCELLANEOUS - OTHER-3% Contingency				
615	Cardmember Services	Fire Pad Lock at Meadville	0109	02/11/2009	100.00
Total MISCELLANEOUS					126.00
Total GENERAL FUND					46,000.32
602-43200-309	SEWER FUND - SEWER FUND EXPENSES - SEWER FUND EXPENSES - PROFESSIONAL SVCS-METRO W				
105	METROPOLITAN COUNCIL ENV	Monthly wastewater Charge	0000891373	02/03/2009	3,113.87
602-43200-381	SEWER FUND - SEWER FUND EXPENSES - SEWER FUND EXPENSES - UTILITY SERVICES-ELECTRIC				
145	XCEL	LIFT STATION #2	257459973	01/26/2009	32.45
145	XCEL	LIFT STATION #4	257463665	01/26/2009	27.13
145	XCEL	LIFT STATION #1	257470981	01/26/2009	199.39
145	XCEL	LIFT STATION #3	257483996	01/26/2009	18.28

GL Acct No	Vendor	Vendor Name	Description	Invoice No	PO No	Inv Date	Amount	
	145	XCEL	LIFT STATION #6	257497247		01/26/2009	63.07	
							340.32 *	
602-43200-439	SEWER FUND - SEWER FUND EXPENSES - SEWER FUND EXPENSES - MISCELLANEOUS							
	68	ONE CALL CONCEPTS	Gopher State One Call	9010530		01/31/2009	117.40	
Total SEWER FUND EXPENSES							3,571.59	
Total SEWER FUND							3,571.59	
605-45100-309	MARINA FUND - MARINA FUND EXPENSES - MARINA FUND EXPENSES - PROFESSIONAL SERVICES-OTH							
	25	LAKE MANAGEMENT, INC.	Vegetation treatment-St. Albans Bay	2009		02/03/2009	809.30	
Total MARINA FUND EXPENSES							809.30	
Total MARINA FUND							809.30	
Grand Total:							50,381.21	

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

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

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

City Treasurer: \_\_\_\_\_

Payroll  
2 C  
FYI

CITY OF GREENWOOD

Check Register

Check Issue Date(s): 02/01/2009 to 02/28/2009

Feb 24, 2009

Pay Per Date	Jrnl	Check Date	Check Number	Payee	Emp No	Amount
02/01/09	PC	02/02/09	9531	Debra J. Kind	34	277.05
02/01/09	PC	02/02/09	9532	Fletcher, Thomas M	33	84.70
02/01/09	PC	02/02/09	9533	H. Kelsey Page	35	184.70
02/01/09	PC	02/02/09	9534	Quam, Robert	32	184.70
02/01/09	PC	02/02/09	9535	WHIPPLE, ROBERTA L.	21	1,605.76
02/01/09	PC	02/02/09	9536	William Rose	36	184.70
02/15/09	PC	02/16/09	9550	WHIPPLE, ROBERTA L.	21	1,605.76
Grand Totals:						<u>4,127.37</u>



# BOLTON & MENK, INC. <sup>2D</sup>

Consulting Engineers & Surveyors

2638 Shadow Lane, Suite 200 • Chaska, MN 55318-1172  
Phone (952) 448-8838 • Fax (952) 448-8805  
www.bolton-menk.com

## Letter of Transmittal

Date: February 25, 2009

Project No.: C13.100587

TO: Roberta Whipple, City Clerk  
City of Greenwood  
20225 Cottagewood Road  
Deephaven, MN 55331

- Click here to select UPS option
- Click here to select Fedex option
- Regular Mail
- Client Pick-up
- Hand Carry
- Fax
- Fax/Send

RE: Surface Water Management Plan (Revised)

WE ARE ENCLOSING: 7 Copies

FOR YOUR:  Review  Records  Approval  Distribution  Information

REMARKS: We have revised the Plan per the MCWD review letter and the meeting held between the City and the District. The revisions have been left shaded for efficient review and "draft" has been added to the cover. Note that some of the revisions include commitment from the city; specifically, regarding the proposed phosphorus reduction requirement and associated ordinance revision as mentioned in Section 6.1. We are looking for council approval of the plan in its current form, or direction on how to adjust the shaded areas to their satisfaction. We will then remove "draft" from the cover and submit the revised plan the the Watershed District for their approval, after which City Council will have to officially adopt the plan. Please contact myself or Dave Martini with any questions. Thanks!

Cc:

By: Dave Poggi, P.E.

THE SURFACE  
WATER  
MANAGEMENT  
PLAN IS  
AVAILABLE  
AT THE CITY  
OFFICE

**Greenwood City Council Agenda Item  
March 3, 2009**

**Agenda Item:        Approve Final Draft of 2020 Comprehensive Plan for  
                                 Submittal to Metropolitan Council**

**Summary:**

The Comprehensive Plan is an official statement used to guide development, redevelopment, and preservation of the City by setting forth community-wide goals, policies, plans and programs governing land use and transportation.

Greenwood, along with all cities in the seven-county metropolitan area are required to update, as necessary, language regarding transportation, water resources, wastewater and parks. Staff has met with the representative from the Metropolitan Council and they are aware that Greenwood has had little or no changes since the last plan was adopted.

Council approved the first draft of changes made to the Comprehensive Plan in December 2007. As required, the plan was submitted to surrounding communities, the Minnehaha Creek Watershed District, Minnetonka School District and the Metropolitan Council for their comment.

The Met Council responded to the Draft with some additional changes that were necessary for incorporation into the Comprehensive Plan to meet the minimum requirements and compliance with their system statement.

These changes have been made and must now be approved by motion so the plan can be sent for final review by the Metropolitan Council.

**ACTION:        Review the FINAL DRAFT of the Comprehensive Plan.  
Motion to approve submittal of the final revision of the Comprehensive  
Plan to the Metropolitan Council**

THE COMP  
PLAN IS  
POSTED ON  
THIS  
WEBSITE

**2 F**

Spring Clean-up

Date: 3-3-09

From: Roberta Whipple, City Administrator *RW*

RE: 2009 Spring Clean-up Day

The City has budgeted \$4,500 for the annual spring clean-up day. The tentative date is Saturday, May 2, 2009, from 7:00 a.m. – 2:00 p.m. Vintage Waste will begin picking up on Minnetonka Blvd./Byron Circle and finish at Excelsior Blvd./MacLynn Road.

All items will need to be placed on the curblin BY 7:00 a.m. Saturday, May 2.

**ACCEPTED Items:**

Grass and leaves: bagged under 50 pounds

Branches: no longer than 4' in length and bound with twine

(you may put loose sticks in a garbage can if it weighs under 50 pounds)

Couches, beds, chairs, desks, cabinets, tables, mattresses and box springs, carpet in 5' sections if it is rolled and tied, plywood and wood boards (no nails in wood) if cut to 5' sections.

Small (accepted) debris piles as long as it is in a sturdy box or bag and under 50 pounds.

Lawn mowers, weed whips, snow blowers will be accepted but they **MUST** be drained of gas and oil.

Grills (no propane tanks), bikes, and swing sets that are broken down into 5' pieces.

Water softener/conditioners, dehumidifiers

**NOT ACCEPTED:**

Concrete, sheetrock, shingles, windows, appliances, electronics (TV's, computers, stereos, air conditioners) fluorescent bulbs, tires, tire rims, batteries, fertilizers, herbicides, paint, oil, aerosol cans.

Residents are limited to one pick-up truck bed worth of waste, only, so please watch your load. If something is not picked up, it's because it's not an acceptable waste item and you will need to find a way to dispose of it yourself.

**Greenwood City Council Agenda Item**  
**March 3, 2009**

5A

**Agenda Item:       Annual Public Hearing on Stormwater Pollution Prevention Plan**

In 2003, all cities in the metropolitan area were required to submit a Stormwater Pollution Prevention Plan (SWPPP) outlining the steps they would take to limit runoff into protected water bodies. This is done through the adoption of Best Management Practices (BMP's) in six categories; Public Education and Outreach on Stormwater Impacts, Public Participation/Involvement, Illicit Discharge Detection and Elimination, Construction Site Stormwater Runoff Control, Post-construction Stormwater Management in New Development and Redevelopment and Pollution Prevention/Good Housekeeping for Municipal Operations.

Some of these BMP's were put into place immediately and others are to be phased in over a period of five years. For example, the City of Greenwood has had brochures on stormwater management available for the general public since the initial adoption of the SWPPP, while the required storm water map is in its final year of development. The next major step in compliance with the program would be the adoption of a Stormwater Management Ordinance, which falls under the category of Construction Site Stormwater Runoff Control. The City has begun the process of tailoring a model ordinance sent by the Minnesota Pollution Control Agency to meet the needs of the city and the BMP requirements.

As part of the program, the city must hold an annual public hearing to collect public input on the program and to document suggestions. Previous hearings have yielded no public comment. I have attached a copy of the implementation schedule used by staff to comply with the MPCA requirements and a list of tasks yet to be completed.

**Storm Water Pollution Prevention Program  
Implementation Schedule  
01-09**

**1. PUBLIC INFORMATION & OUTREACH**

**Distribute Education Materials**

Assignment	Status
<ul style="list-style-type: none"> <li>• <b>Develop handout material:</b> <i>Gus will obtain materials from Watershed District</i></li> </ul>	<b>Completed</b> 10-05-07
<ul style="list-style-type: none"> <li>• <b>Develop newsletter &amp; articles:</b> <i>Dana will develop newsletter &amp; articles from the material provided by Gus</i></li> </ul>	<b>Completed</b> 12-31-07
<ul style="list-style-type: none"> <li>• <b>Hold public hearing meeting on SW issues</b></li> </ul>	<b>Completed</b> 03-03-08

**Implement an Education Program**

Assignment	Status
<ul style="list-style-type: none"> <li>• <b>Coordinate with outside agencies:</b> <i>Gus will coordinate with Watershed District to provide education meeting at our annual public meeting</i></li> </ul>	<b>Completed</b> 03-03-08
<ul style="list-style-type: none"> <li>• <b>Develop presentation format:</b> <i>Dana &amp; Gus will coordinate the presentation material with the Watershed District</i></li> </ul>	<b>Completed</b> 03-03-08

**Education program: Education & Outreach**

Assignment	Status
<ul style="list-style-type: none"> <li>• <b>Develop plan for sponsoring volunteer participation in events:</b> <i>We intend for the Watershed District to volunteer to participate in the annual educational seminar</i></li> </ul>	<b>Completed</b> 01-04-08
<ul style="list-style-type: none"> <li>• <b>Establish contact person for SW issues:</b> <i>Dana Young &amp; Gus Karpas</i></li> </ul>	<b>Completed</b> 03-09-07
<ul style="list-style-type: none"> <li>• <b>Publish SW articles in Newsletter &amp; on website:</b> <i>Dana will review the provided material to evaluate which items to publish in the newsletter &amp; website</i></li> </ul>	<b>Completed</b> 01-04-08
<ul style="list-style-type: none"> <li>• <b>Hold one combined public information meeting annually</b></li> </ul>	<b>Completed</b> 03-05-07

**Education Program: Construction Site Run-off Control**

Assignment	Status
<ul style="list-style-type: none"> <li>Require contractors to provide verification that their project complies with local watershed district ordinances: <i>We currently require contractors to comply with watershed district ordinances.</i></li> </ul>	<p><b>Completed</b> 03-09-07</p>
<ul style="list-style-type: none"> <li>Annual notification in City Newsletter: <i>Gus will write an article notifying contractors of compliance with watershed district ordinances.</i></li> </ul>	<p><b>Completed</b> 01-16-08</p>
<ul style="list-style-type: none"> <li>Coordinate efforts to develop &amp; distribute appropriate informational material with local watershed district: <i>We currently distribute watershed district information with all building permit material</i></li> </ul>	<p><b>Completed</b> 10-05-07</p>

**Education Program: Post-Construction SW Management in New Development & Redevelopment**

Assignment	Status
<ul style="list-style-type: none"> <li>Publish articles on SW management and the SWPPP in Newsletter: <i>Dana will develop Newsletter articles</i></li> </ul>	<p><b>Completed</b> 01-04-08</p>
<ul style="list-style-type: none"> <li>Place relevant information on City website: <i>We will include a link to the watershed district on our website</i></li> </ul>	<p><b>January 2008</b> <b>Ongoing</b></p>
<ul style="list-style-type: none"> <li>Hold one combined public information meeting annually</li> </ul>	<p><b>Completed</b> 03-09-07</p>

**Education Program: Pollution Prevention / Good Housekeeping for Municipal Operations**

Assignment	Status
<ul style="list-style-type: none"> <li>Map existing infrastructure: <i>Dennis Sauri stated that mapping is complete.</i></li> </ul>	<p><b>Completed</b> 03-09-07</p>
<ul style="list-style-type: none"> <li>Educate staff on existing infrastructure &amp; tie in new annual maintenance policies</li> </ul>	<p><b>Completed</b> 03-09-07</p>
<ul style="list-style-type: none"> <li>Designate a numeric system to identify individual components of the infrastructure: <i>Dana will designate a numeric system to the stormwater maps that ties in with maintenance inspections.</i></li> </ul>	<p><b>April 2009</b></p>
<ul style="list-style-type: none"> <li>Begin annual maintenance &amp; inspection program</li> </ul>	<p><b>Completed</b> 03-09-07</p>
<ul style="list-style-type: none"> <li>Discuss innovations with staff as they arise</li> </ul>	<p><b>Annual</b></p>

**Coordination of Education Program**

Assignment	Status
<ul style="list-style-type: none"><li>• Coordinate outside agencies and gather relevant information: <i>Review annual information from watershed district &amp; PCA</i></li></ul>	Annual
<ul style="list-style-type: none"><li>• Develop presentation format: <i>Will be developed with the assistance of the watershed district</i></li></ul>	Completed 02-08-08
<ul style="list-style-type: none"><li>• Update information as needed for presentation</li></ul>	Annual

**Annual Public Meeting**

Assignment	Status
<ul style="list-style-type: none"><li>• Public comment would be taken on an annual basis at the 1<sup>st</sup> Council meeting in March</li></ul>	Completed 03-05-07

2. PUBLIC PARTICIPATION / INVOLVEMENT

**Comply with Public Notice Requirements**

<b>Assignment</b>	<b>Status</b>
<ul style="list-style-type: none"><li>• Action would be carried out every February prior to the first City Council meeting in March</li></ul>	<b>Completed</b> 03-05-07

**Solicit Public Input and Opinion on the Adequacy of the SWPPP**

<b>Assignment</b>	<b>Status</b>
<ul style="list-style-type: none"><li>• Public comments would be taken on an annual basis at the first City Council meeting in March</li></ul>	<b>Completed</b> 03-05-07
<ul style="list-style-type: none"><li>• Distribute survey on a bi-annual basis beginning in October 2007: <i>Gus will provide a copy of the 2003 survey for distribution.</i></li></ul>	<b>Completed</b> 03-05-07

**Consider Public Input**

<b>Assignment</b>	<b>Status</b>
<ul style="list-style-type: none"><li>• Public comment will be analyzed after the first City Council meeting in March</li></ul>	<b>Completed</b> 03-05-07

**Storm Sewer System Map**

Assignment	Status
<ul style="list-style-type: none"> <li>Work has been commenced and nearly completed on all existing maps and plans, and identifying/adding new information</li> </ul>	<p>Completed 03-09-07</p>

**Regulatory Control Program**

Assignment	Status
<ul style="list-style-type: none"> <li>Currently in progress and to be continued until BMP requirements are met</li> </ul>	

**Illicit Discharge Detection and Elimination Plan**

Assignment	Status
<ul style="list-style-type: none"> <li>Assignment to begin immediately and continue on an annual basis: <i>Staff will gather material on illicit discharge detection and elimination.</i></li> </ul>	<p>February 2009 Ongoing</p>

**Public and Employee Illicit Discharge Information Program**

Assignment	Status
<ul style="list-style-type: none"> <li>Solicit educational material on illicit discharge from agencies</li> </ul>	10-05-07
<ul style="list-style-type: none"> <li>Integrate educational material so it is relevant to our City</li> </ul>	May 2009
<ul style="list-style-type: none"> <li>Provide educational program to municipal employees</li> </ul>	May 2009
<ul style="list-style-type: none"> <li>Refine educational program based on responses from municipal employees</li> </ul>	May 2009
<ul style="list-style-type: none"> <li>Provide educational material and program to public at Town Hall meeting</li> </ul>	2009

**Identification of Non Stormwater Discharges and Flows**

Assignment	Status
<ul style="list-style-type: none"> <li>Program currently in place and includes annual manhole inspections, sewer rodding &amp; televising (three years out of five) and sump pump inspections</li> </ul>	<p>Completed 10-05-07</p>

4 CONSTRUCTION SITE STORMWATER RUNOFF CONTROL

**Ordinance or other Regulatory Mechanism**

Assignment	Status
<ul style="list-style-type: none"> <li>Review existing ordinance for controls currently in place: <i>Adoption of Storm Water Management Ordinance expected in November 2007</i></li> </ul>	Completed 10-05-07
<ul style="list-style-type: none"> <li>Redesign ordinance and hold a public hearing for comments</li> </ul>	Completed 08-04-08
<ul style="list-style-type: none"> <li>Adoption of an ordinance</li> </ul>	Completed 08-18-08

**Construction Site Implementation of Erosion and Sediment Control BMP's**

Assignment	Status
<ul style="list-style-type: none"> <li>Compile list of existing structural BMP's</li> </ul>	Completed 03-09-07
<ul style="list-style-type: none"> <li>Amend BMP's as necessary</li> </ul>	Annual
<ul style="list-style-type: none"> <li>Adopt ordinance establishing erosion and sediment controls: <i>Adoption of Storm Water Management Ordinance</i></li> </ul>	Completed 08-18-08

**Waste Controls for Construction Site Operators**

Assignment	Status
<ul style="list-style-type: none"> <li>Review current ordinances for existing controls</li> </ul>	Completed 03-09-07
<ul style="list-style-type: none"> <li>Ordinance design or redesign</li> </ul>	Completed 06-30-08
<ul style="list-style-type: none"> <li>Publish public hearing notice</li> </ul>	Completed 07-22-08
<ul style="list-style-type: none"> <li>Adopt ordinance</li> </ul>	Completed 08-18-08
<ul style="list-style-type: none"> <li>Begin Inspection program</li> </ul>	Completed 10-01-08

**Procedure for Site Plan Review**

Assignment	Status
• Develop site plan review process	Completed 07-07-08
• Adopt construction site ordinance	Completed 08-18-08
• Enforce provisions of review process	Completed 09-01-08

**Establish Procedures for Receipt & Consideration of Stormwater Noncompliance Reports**

Assignment	Status
• Creation of written policies including a policy for record retention	April 2009
• Implementation of an inspection program to address stormwater noncompliance	July 2009
• Educate Police Department on enforcement procedures	July 2009

**Establishment of Procedures for Site Inspections and Enforcement**

Assignment	Status
• Compile stormwater control ordinance	Completed 06-01-08
• Present draft ordinance for Planning Commission review	Completed 06-17-08
• Modify ordinance as needed	Completed 07-15-08
• Adopt stormwater control ordinance	Completed 08-18-08

5 **POST CONSTRUCTION STORMWATER MANAGEMENT  
IN NEW DEVELOPMENT AND REDEVELOPMENT**

**Development and Implementation of Structural and/or Non-structural BMP's**

<b>Assignment</b>	<b>Status</b>
• Inventory existing structural and non-structural BMP's – verify that they are in working order	Annual
• Design new structural and non-structural BMP's to address outstanding issues	Annual
• Implement new BMP's	Annual

**Regulatory Mechanism to Address Post Construction Runoff  
from New Development & Redevelopment**

<b>Assignment</b>	<b>Status</b>
• Development of regulatory procedures	Completed 06-01-08
• Development of a site plan review process	Completed 07-01-08
• Adoption of ordinance to address post construction runoff from new development and redevelopment	Completed 08-18-08
• Conduct on site inspections	Completed 09-01-08
• Enforce ordinance	Completed 09-01-08

**Long-term Operation and Maintenance of BMP's**

<b>Assignment</b>	<b>Status</b>
• Development of maintenance procedures	August 2009
• Implementation of inspection and maintenance schedule	August 2009
• Creation of record retention program	August 2009

**Municipal Operation and Maintenance Program**

Assignment	Status
<ul style="list-style-type: none"> <li>Programs currently in place and will be ongoing</li> </ul>	

**Street Sweeping**

Assignment	Status
<ul style="list-style-type: none"> <li>Program currently in place and will continue on an annual basis. Examine benefits of using chemically treated salt during snow clearing operations to lessen use of sand on icy roads.</li> </ul>	Completed May, 2007

**Annual Inspection of All Structural Pollution Control Devices**

Assignment	Status
<ul style="list-style-type: none"> <li>Identify all outfalls, sediment basins &amp; ponds</li> </ul>	Completed 03-09-07
<ul style="list-style-type: none"> <li>Identify those controls in need of immediate attention</li> </ul>	Completed 03-09-07
<ul style="list-style-type: none"> <li>Establish routine inspection &amp; maintenance program</li> </ul>	Completed 03-09-07
<ul style="list-style-type: none"> <li>Establish record retention process to ensure up to date and accurate information</li> </ul>	April 2009

**Inspection of a Minimum of 20% of the MS4 Outfalls, Sediment Basins and Ponds each year on a Rotating Basis**

Assignment	Status
<ul style="list-style-type: none"> <li>Identify all outfalls, basins and ponds with a unique identifier</li> </ul>	March 2009
<ul style="list-style-type: none"> <li>Begin inspection process of all existing outfalls, basins &amp; ponds</li> </ul>	Completed 03-09-07
<ul style="list-style-type: none"> <li>Establish record retention program to ensure up to date and accurate information</li> </ul>	April 2009
<ul style="list-style-type: none"> <li>Continue inspection process</li> </ul>	Annual

**Annual Inspection of All Exposed Stockpile, Storage and Material Handling Areas**

<b>Assignment</b>	<b>Status</b>
<ul style="list-style-type: none"><li>• <b>Begin inspection process</b></li></ul>	<b>Completed</b> 03-09-07
<ul style="list-style-type: none"><li>• <b>Create a record retention program</b></li></ul>	<b>April 2009</b>

**Inspection Follow-up Including the Determination of Whether Repair, Replacement, or Maintenance Measures are Necessary and the Implementation of the Corrective Measures**

<b>Assignment</b>	<b>Status</b>
<ul style="list-style-type: none"><li>• <b>Establishment of record keeping system</b></li></ul>	<b>April 2009</b>
<ul style="list-style-type: none"><li>• <b>Establish maintenance/replacement criteria to be followed</b></li></ul>	<b>August 2009</b>
<ul style="list-style-type: none"><li>• <b>Annual inspection of BMP's</b></li></ul>	<b>Annual</b>

**Record Reporting and Retention of all Inspections and Responses to the Inspections**

<b>Assignment</b>	<b>Status</b>
<ul style="list-style-type: none"><li>• <b>Establish annual report format</b></li></ul>	<b>August 2009</b>
<ul style="list-style-type: none"><li>• <b>Presentation of annual report to the City Council</b></li></ul>	<b>Annual</b>

**Evaluation of Inspection Frequency**

<b>Assignment</b>	<b>Status</b>
<ul style="list-style-type: none"><li>• <b>Ongoing – meet with City Engineer to discuss inspections and to address reoccurring issues</b></li></ul>	<b>Annual</b>

# Cardmember Service

P.O. Box 6353  
Fargo, ND 58125-6353

20004

**6 A**

February 5, 2009



000000068 1 AT 0.346 106481074796470 P

CITY OF GREENWOOD  
ROBERTA L WHIPPLE  
20225 COTTAGEWOOD RD  
GREENWOOD MN 55331-6700

Important information about your Visa® Business Card  
Account number ending with: 3124

Dear Cardmember:

Your credit limit has been reduced to \$5,000 as you requested. This change will take effect immediately and will be reflected on your next monthly statement.

If you have any questions concerning your account, please contact us at 1-866-552-8855, fax:1-866-807-9053. Cardmember Service Representatives are available 24-hours a day, 7 days a week.

Sincerely,

Cardmember Service



specifically set forth herein, it to:

10. Allow a wide variety of signs types in commercial zones, and a more limited variety of signs in other zones, subject to the standards set forth in this sign ordinance.
11. Allow certain small, unobtrusive signs incidental to the principal use of a site in all zones when in compliance with the requirements of this sign ordinance.
12. Prohibits signs whose location, size, type, illumination or other physical characteristics negatively affect the environment and where the communication can be accomplished by means having lessen impact on the environment and the public health, safety and welfare.
13. Provide for the enforcement of the provision of this sign ordinance.

#### 1140:40:02 Severability.

If any section, subsection, sentence, clause or phrase of this Sign Ordinance is for any reason held to be invalid, such decision shall not affect the validity of the remaining portions of this Sign Ordinance. The City Council hereby declares that it would have adopted the Sign Ordinance in each section, subsection, sentence, or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses or phrases be declared invalid.

#### 1140:40:03 Definitions.

The following words and terms, when used in this Sign Ordinance, shall have the following meanings, unless the context clearly indicates otherwise:

- Subd. 1. Abandoned sign. Any sign and/or supporting sign structure which remains without a message or whose display surface remains blank for a period of one (1) year or more, or any sign which pertains to a time, event or purpose which no longer applies, shall be deemed to have been abandoned. Signs applicable to a business temporarily suspended because of a change in ownership or management of such business shall not be deemed abandoned unless the property remains vacant for a period of one (1) year or more. Any sign remaining after demolition of a principal structure shall be deemed to be abandoned. Signs which are present because of being legally established nonconforming signs or signs which have required a conditional use permit or a variance shall also be subject to the definition of abandoned sign.
- Subd. 2. Animated Sign. A sign which includes action or motion.
- Subd. 3. Awning. A roof-like cover, often of fabric, plastic, metal or glass designed and intended for protection from the weather or as a decorative embellishment, and which projects from a wall or roof of a structure primarily over a window, walk or the like. Any part of an awning that also projects over a door shall be counted as awning.
- Subd. 4. Awning sign. A building sign or graphic printed on or in some fashion attached directly to the awning material.
- Subd. 5. Balloon sign. A sign consisting of a bag made of lightweight material supported by helium, hot or pressurized air which is greater than twenty-four (24) inches in diameter.
- Subd. 6. Billboard. A sign erected for the purpose of advertising a product, event, person, or subject not

CITY OF GREENWOOD  
PLANNING COMMISSION MEMBERS

Revised 2/09
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	<u>Term Expiration</u>
Pat Lucking 5180 Greenwood Circle Greenwood MN 55331 H #952-474-3984 <a href="mailto:plucking@idimn.com">plucking@idimn.com</a>	March, 2011 (B-1)
Mark Spiers 5045 Kings Court Greenwood MN 55331 H #952-380-9875 W #612-805-2357 <a href="mailto:sspiers@usfamily.net">sspiers@usfamily.net</a>	March, 2011 (B-2)
John Beal 5470 Maple Heights Road Greenwood MN 55331 H #952-474-0767 <a href="mailto:johnbeal@usinternet.com">johnbeal@usinternet.com</a>	March, 2010 (A-2)
Todd Palmberg 21320 Excelsior Blvd. Greenwood MN 55331 H #612-670-4214 <a href="mailto:tpalmberg@yahoo.com">tpalmberg@yahoo.com</a>	March, 2010 (A-1)
David Paeper 5525 Crestside Avenue Greenwood MN 55331 H #952-474-2231 <a href="mailto:David.paeper@att.net">David.paeper@att.net</a>	March, 2010 (A-3)

ALTERNATES

VACANT	March, 2010 (Alt-1)
VACANT	March, 2009 (Alt-2)

7B

**Greenwood City Council Agenda Item  
March 3, 2009**

**Agenda Item: Regulation of Outdoor Lighting**

**Summary:**

The City Council was approached by some citizens concerned the lighting on an adjacent property negatively impacted their property. They have asked that the City consider an amendment to its ordinance to further restrict outdoor lighting.

Staff was asked to research ordinances from adjacent communities to gauge how they regulated outdoor lighting on residential properties. With the exception of the City of Excelsior, most communities have brief and vague ordinances like the City of Greenwood's. I have attached them for your review.

The City of Excelsior has a rather comprehensive ordinance that deals with outdoor lighting based on the use of the property and clearly defines what is conforming and how to verify conformance.

Staff supports a change in the ordinance which clarifies the issues related to outdoor lighting provided it is written in a manner that takes into the account the development pattern in some of our neighborhoods, more specifically the fact that we have very densely developed area along Fairview Street and Greenwood Circle.

Staff will place this item on the March 17<sup>th</sup> Planning Commission agenda if the City Council directs such action.

Gus Karpas  
Zoning Coordinator

D) Security Deposit Forfeitures.

In the event an owner/applicant fails to timely complete the required landscaping within twelve (12) months of the date of the security deposit, such security deposit shall become forfeit to the City of Greenwood and the City may take such other enforcement action as it deems appropriate."

Subd. 3. Lighting. Within all zoning districts, sources of artificial light shall be so fixed, directed, designed or sized that the sum total of their illumination will not increase the level of illumination on any nearby residential property by more than 0.1 foot candle in or within twenty-five (25) feet of a dwelling nor more than 0.5 foot candle on any other part of the property. The source of light shall not be visible beyond the property from which it originates.

Subd. 4. Storage -- Displays. All materials, supplies, merchandise or other similar matter not on display for a direct sale, rental or lease to the ultimate consumer or user shall be stores within a completely enclosed building within the C-1 and C-2 Districts, or within the confines of a one hundred (100) percent opaque wall or fence nor less than five (5) feet high. Merchandise which is offered for sale as described above may be displayed beyond the confines of a building in the C-1 and C-2 Districts, but the area occupied by such outdoor display shall not constitute a greater number of square feet than ten (10) percent of the ground floor area of the building housing the principle use, unless such merchandise is of a type customarily displayed outdoors such as garden supplies. No storage of any type shall be permitted within the one-half of the required front or side street setback nearest the street. Merchandise shall not be displayed for sale in the rear yard.

Section 1140:70. Requirements for Vehicular and Pedestrian Circulation.

Subd. 1. Traffic and Circulation. All commercial buildings or structures and their accessory uses shall be accessible to and from nearby public streets and sidewalks by driveways and walkways surfaces with a hard, all-weather, durable, dust-free material which is properly drained. Vehicular traffic generated by a commercial use shall be channeled and controlled in a manner that will avoid congestion on the public street, traffic hazards, and excessive traffic through residential areas, particularly truck traffic. The adequacy of any proposed traffic circulation system to accomplish these objectives shall be determined by the City engineer who may require such additional measures for traffic control as he may deem necessary, including but not limited to the following: directional signalization, channelization, stand-by turn lanes, illumination, and storage area and distribution facilities within the commercial site to prevent back-up of vehicles on public streets.

Subd. 2. No area used by motor vehicles other than driveways serving as ingress and egress to the commercial site shall be located within the public street right-of-way. The following design standards shall apply:

## CITY OF DEEPHAVEN

with shielding sufficient to prevent heat from being transmitted beyond the property lines of the site on which the use is located in amounts which are detrimental to the public health, safety, comfort or welfare.

Subd. 7. Waste Material. Waste material will not be permitted to enter the public sewer systems without an appropriate permit from the City. Waste may not be collected, stored or disposed of contrary to solid waste control standards of the Minnesota Pollution Control Agency adopted pursuant to Minnesota statutes.

Subd. 8. Lighting. Sources of artificial light located in a parcel of property may not increase illumination on property owned by another to an extent which is detrimental to the public health, safety, comfort or welfare.

Subd. 9. Refuse and Litter. All uses of property in a commercial district must be conducted so as to prevent refuse or litter from being visible on the property. Refuse containers must be kept and maintained in a neat and clean condition in and about the premises. The exterior areas of the premises must be cleaned with sufficient frequency to avoid any accumulation of refuse or litter except in closed containers maintained for such purpose. No person may place any refuse or litter in any street, alley or other public place, or upon any private property, whether owned by such person or not, except in containers maintained for such purpose.

### 1306 HOME OCCUPATIONS

**1306.01 Purpose.** The purpose of this Section is to maintain the character and integrity of residential areas and to provide a means through the establishment of specific standards and procedures by which home occupations can be conducted in residential neighborhoods, without jeopardizing the health, safety and general welfare of the surrounding neighborhood. In addition, this Section is intended to provide a mechanism enabling the distinction between permitted home occupations and special or non-conforming home occupation.

**1306.02 Permitted Home Occupation.** Any permitted home occupation as defined in the Ordinance, and subject to the performance standards of this Section, may be conducted solely within a single family detached dwelling (excluding attached garage space and/or any accessory structure) without permit or special approval of the City.

#### **1306.03 Special Home Occupation.**

Subd. 1. Permit Required. Any home occupation which does not meet the specific requirements for a permitted home occupation as defined in this Section shall require a "special home occupation permit" which shall be applied for reviewed and disposed of in accordance with the procedural provisions of special use permit pursuant to Section 1320 of this Ordinance.

Subd. 2. Declaration of Conditions. The Planning Commission and City Council may impose such conditions on the granting of a special use permit as may be

## CITY OF EXCELSIOR

- B. Except by conditional use permit as provided for in Article 4 of this Ordinance, not more than one principal building shall be located on a lot. No conditional use permit shall be issued for multiple principal buildings on a single lot in the R, Residential Districts unless a conditional use permit is also issued pursuant to Sections 41-4.D, 42-4.D, 43-4.D, 44-4.D, 45-4.C, or 46-4.C of this Ordinance. The words "principal building" shall be given their common, ordinary meaning as defined in Article 2 of this Ordinance. In case of doubt or on any questions or interpretation the decision of the Zoning Administrator shall be final, subject to the right to appeal to the Board of Adjustment and Appeals.
- C. No home on a through lot or corner lot in any residential zone shall be allowed direct access to any major collector or arterial street designated as such by the Comprehensive Plan, except as may be permitted by the City Engineer.
- D. Outlots are deemed unbuildable and no building permit shall be issued for such properties, except in the case of public park facilities and essential services.
- E. Each lot shall have frontage and access directly onto an abutting, improved and City accepted public street in compliance with this Ordinance and the Subdivision Ordinance.

**16-4: TRAFFIC SIGHT VISIBILITY TRIANGLE:** Except as may be approved by the Zoning Administrator, and except for a governmental agency for the purpose of screening, no wall, fence, structure, tree, shrub, vegetation or other obstruction shall be placed on or extend into a yard or right-of-way area so as to pose a danger to traffic by obscuring the view of approaching vehicular traffic or pedestrians from any street or driveway. Visibility from any street or driveway shall be unobstructed above a height of three (3) feet, measured from where both street or driveway center lines intersect within the triangle described as beginning at the intersection of the projected curb line of two (2) intersecting streets or drives, thence thirty (30) feet along one curb line, thence diagonally to a point thirty (30) feet from the point of beginning along the other curb line. The exception to this requirement shall be where there is a tree, planting or landscape arrangement within such area that will not create a total obstruction wider than three (3) feet.

### **16-5: OUTDOOR LIGHTING:**

- A. Purpose. It is the purpose of this section to encourage the use of lighting systems that will reduce light pollution and promote energy conservation while increasing night time safety, utility, security and productivity.
- B. Exemptions. The provisions of this section shall not apply to the following:
  - 1. This section does not prohibit the use of temporary outdoor lighting used during customary holiday seasons.

2. This section does not prohibit the use of temporary outdoor lighting used for civic celebrations and promotions.
  - c. Lighting required by a government agency for the safe operation of airplanes, or security lighting required on government buildings or structures.
  - d. Emergency lighting by police, fire and rescue authorities.
- C. Non-Conforming Uses.
1. Existing Fixtures. All outdoor lighting fixtures existing and legally installed prior to February 9, 2003 are exempt from regulations of this section but shall comply with the Ordinance requirements for glare as follows:
    - a. Any lighting used to illuminate an off-street parking area, sign or other structure, shall be arranged as to deflect light away from any adjoining residential zone or from the public streets. Direct or sky-reflected glare, where from flood lights or from high temperature processes such as combustion or welding shall not be directed into any adjoining property. The source of lights shall be hooded or controlled in some manner so as not to light adjacent property. Bare incandescent light bulbs shall not be permitted in view of adjacent property or public right-of-way. Any light or combination of lights which cast light on a public street shall not exceed one (1) foot candle (meter reading) as measured from the right-of-way line of said street. Any light or combination of lights which cast light on residential property shall not exceed four-tenths (.4) foot candles (meter reading) as measured from said property.
  2. New Fixtures. Whenever a light fixture that was existing on February 9, 2003 is replaced by a new outdoor light fixture, the provisions of this section shall be complied with.
- D. Intensity. No light source or combination thereof which cast light on a public street shall exceed one (1) foot candle (meter reading) as measured from the right-of-way line of said street nor shall any light source or combination thereof which cast light on adjacent property exceed four-tenths (0.4) foot candles (meter reading) as measured at the property line, per the method outlined in Article 16-5.E.
- E. Method of Measuring Light Intensity. The foot candle level of a light source shall be taken after dark with the light meter held six (6) inches above the ground with the meter facing the light source. A reading shall be taken with the light source on, then with the light source off. The difference between the two readings will be identified as the light intensity.

F. Performance Standards.

1. Residential/Public Park District Standards. In all residential and public districts, any lighting used to illuminate an off-street parking area, structure, or area shall be arranged as to deflect light away from any adjoining residential property or from any public right-of-way. Historic style fixtures, as approved by the City Council, shall be used in all heritage preservation sites and districts as regulated in Chapter 20 of the Excelsior Code of Ordinances. All lighting shall be installed in accordance with the following provisions:
  - a. The light source shall be hooded or controlled so as not to light adjacent property in excess of the maximum intensity defined in Article 16-5.D.
  - b. Bare light bulbs shall not be permitted in view of adjacent property or public right-of-way, unless part of a permanent or decorative fixture.
2. Business District Standards. Any lighting used to illuminate an off-street parking area, structure, or area shall be arranged so as to deflect light away from any adjoining property or from any public right-of-way. Historic style fixtures, as approved by the City, shall be used in all heritage preservation sites and districts as regulated in Chapter 20 of the Excelsior Code of Ordinances, as well as throughout the City where deemed appropriate. All lighting shall be installed in accordance with the following provisions:
  - a. The luminaire shall contain a cutoff which directs and cuts off the light at an angle of ninety (90) degrees or less.
  - b. Light sources shall not be permitted so as to light adjacent property in excess of the maximum intensity defined in Article 16-5.D.
  - c. Architectural/historical light fixtures that feature globes that are not shielded, or lighting of entire facades or architectural features of a building shall be approved by the City Council in compliance with requirements of the Design Standards. In no case shall the light affect adjacent property in excess of the maximum intensity defined in Article 16-5.D.
  - d. The maximum height of the fixture and pole above the ground grade permitted for light sources is eighteen (18) feet. A light source mounted on a building shall not exceed the height of the building. In no case shall the height of a light source mounted on a pole or on a building exceed the height limits of the zoning district in which the use is located, or the eighteen (18) feet height limitation specified above, except as otherwise provided in this Ordinance.

- e. Location.
    - (1) The light source of an outdoor light fixture shall be setback a minimum of five (5) feet from a street right-of-way and three (3) feet from an interior side or rear lot line.
    - (2) No light sources shall be located on the roof unless said light enhances signage or the architectural features of the building and is approved by administrative permit.
  - f. Hours.
    - (1) The use of outdoor lighting for parking lots serving commercial and industrial businesses shall be turned off one (1) hour after closing, except for approved security lighting.
    - (2) All illuminated on-premise and off-premise signs for advertising purposes shall be turned off between 11:00 PM and sunrise except that said signs may be illuminated while the business facility on the premise is open for service.
  - g. Direct or reflected glare from high temperature processes such as combustion or welding shall not be visible from any adjoining property.
3. Outdoor Recreation. Outdoor recreational uses such as, but not limited to, baseball fields, football fields, skating rinks, docks, and tennis courts have special requirements for night time lighting. Due to these unique circumstances, a conditional use permit shall be required for outdoor lighting systems which do not comply with the regulations of this section.
- a. No outdoor recreation facility whether public or private shall be illuminated after 11:00 PM, except for required security lighting.
  - b. Off-street parking areas for outdoor recreation uses which are illuminated shall meet the requirements stated for business applications as found in Article 16-5.F.2.
  - c. The provisions for a conditional use permit, Article 4 of this Ordinance, are considered and satisfactorily met.
4. Outdoor Signs. Signs not exclusively illuminated internally may only utilize illuminating devices mounted on top and facing downward of the display structure or lighting directed up toward the sign provided the light source is positioned to prevent glare directed toward any adjoining property or any right-of-way. Outdoor sign lighting shall comply with all provisions of this Section, Article 24 of this Ordinance, and the Design Standards.

G. Prohibitions. The following outdoor lights are prohibited within the City of Excelsior:

1. The use of search lights for any business shall be limited to not more than four (4) events per calendar year. During any one event, the use of search lights shall be limited to five (5) days consecutively and shall not be used between the hours of 10:30 PM and sunrise.
2. Flashing lights.

H. Submission of Plans. All applications, except single family residential, that include outdoor lighting must include evidence the proposed outdoor lighting will comply with this section. The application shall contain the following information, in addition to other required information:

1. Site plans indicating the location on the premises of all illuminating devices, fixtures, lamps, supports, reflectors and other lighting devices.
2. Description of the type of illuminating devices, fixtures, lamps, supports, reflectors, and other lighting devices. The description may include, but is not limited to, catalog cuts by manufacturers and drawings (including sections where required).
3. Photometric plans illustrating the angle of the cutoff or light emissions, and illumination field of the proposed site lighting.

**16-6: SMOKE:** Any use established or enlarged after February 9, 2003 shall be so operated as to control the emission of smoke or particulate matter to the degree that it is not detrimental to and shall not endanger the public health, safety, comfort, or general welfare of the public. For purposes of determining when the degree of smoke is unsatisfactory, the *Ringlemann Chart*, published and used by the United States Bureau of Mines, shall be employed. The emission of smoke shall not be of a density greater than No. 2 in the *Ringlemann Chart*, or such other standards as may be adopted by the Minnesota Pollution Control Agency.

**16-7: DUST AND OTHER PARTICULATE MATTER:** The emission of dust, fly ash or other particulate matter by any use shall be in compliance with and regulated by the State of Minnesota Pollution Control Standards, Minnesota Regulation APC 7011.

**16-8: AIR POLLUTION:** The emission of air pollution, including potentially hazardous emissions, by any use shall be in compliance with and regulated by Minnesota Statutes 116, as may be amended.

**SECTION 845. PUBLIC NUISANCES.**

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**845.005. Public Nuisances Affecting Health.**

The following are declared to be nuisances affecting public health:

1. a pond or pool of stagnant water;
2. decayed or unwholesome food offered for sale to the public;
3. a privy vault and garbage can that is not fly-tight;
4. the effluence from any cesspool, septic tank, drain field or sewage disposal system discharging upon the surface of the ground;
5. an accumulation of manure, rubbish, tin cans or other debris;
6. noxious weeds and other rank growths of vegetation on public or private property;
7. dense smoke, noxious fumes, gas and soot, or cinders in quantities sufficient to make the occupancy of property uncomfortable to a person of ordinary sensibilities; and
8. breeding sites of the *aedes triseriatus* (tree hole mosquito), including unused tires (not mounted on wheels), pots, pans, cans, pails, bottles and other containers left outdoors in which water or debris may accumulate.

**845.010. Public Nuisances Affecting Peace, Safety and General Welfare.**

The following are declared to be nuisances affecting public peace, safety and general welfare:

1. interfering with, obstructing or rendering dangerous for passage, a public highway or right-of-way, or waters used by the public;
2. leaving or displaying anything for sale on public or private property, except that an owner of an item for sale may display it on property that the person owns or otherwise controls;
3. trees, hedges, billboards or other obstructions that prevent persons from having a clear view of traffic approaching an intersection;
4. piling, storing or keeping of old machinery, junk, furniture, household furnishings or appliances or component parts of them or other debris;
5. placing or throwing on any street, sidewalk, or other public property of any glass, tacks, nails, bottles or other substances that may injure a person or animal or damage any pneumatic tire;
6. depositing of, permitting or failing to remove, garbage, trash, rubbish, bottles, cans and other refuse

on any property, including large quantities of organic debris and materials that accumulated by other than natural means, except neatly maintained compost piles;

7. property that has been disturbed by construction, grading, or other activity and is not seeded, sodded, or otherwise planted with a ground cover within 240 days, unless the 240 days expires between November 1 and May 15, in which case the ground cover must be established by the following July 15, unless the city approves a time extension;

8. the accumulation of any piles of wood that are not:

- a. neatly stacked; or
- b. stacked or secured in a stable manner to avoid collapse.

9. a structure, or a portion of a structure, located in a residential zoning district, if the exterior is not completed in accordance with city-approved construction plans within 180 days after the date that the city building permit was issued;

10. construction materials, including piles of dirt, sand, and sod, left in the open on property more than 60 days after construction has been completed or a certificate of occupancy has been issued, whichever occurred first;

11. a truck or other vehicle whose wheels or tires deposit mud, dirt, sticky substances, litter or other material on any street or highway;

12. discarded construction material or other litter at a construction site that is not placed in an adequate waste container or that is allowed to blow around or off the site;

13. reflected glare or light from private exterior lighting exceeding five-tenth footcandles as measured on the property line of the property where the lighting is located when abutting any residential parcel and one footcandle when abutting any commercial or industrial parcel;

14. the placement of mailboxes and other delivery receptacles on public right of way, except those that comply with the following:

- a. must be in compliance with united states postal service requirements for location and type;
- b. must be installed as far back from the street pavement as reasonably practical to avoid snow plowing damage;
- c. must be located within four feet of the intersection of a side property line with the street, or located in front of, and on the same side of the street as, the building it serves; and
- d. must be located as a group in one place within four feet of a side property line and as close to the beginning of a cul-de-sac bulb as possible if the mailboxes and delivery receptacles serve buildings fronting and on the circular portion of a cul-de-sac endpoint, also known as a bulb.

15. any violation of section 300.28, subdivisions 15 through 18;

16. erosion or stockpiling of any material onto a public street that is not part of a public improvement;

## CITY OF TONKA BAY

- b. In the case of all residential and commercial development activity, the grading and drainage plans shall be submitted to the City Engineer for review and the final drainage plan shall be subject to the Engineer's written approval. In the case of such uses, no modification in grade and drainage flow through fill, erection of retaining walls or other such actions shall be allowed until such plans have been reviewed and received written approval from the City Engineer.
- c. Except for written authorization of the City Engineer, the top of the foundation and garage floor of all structures shall be one (1) foot above the grade of the crown of the abutting street upon which the property fronts.
- d. Modifications which serve to alter the average and typical natural grade of an individual lot more than two (2) feet shall require the review of the City Engineer and approval of the City Council.
- e. The City Council, at its sole discretion, may determine the necessity of a performance bond for grading and drainage projects. Issuance of a performance bond shall comply with the provisions found in Section 1003.03.6 of this Ordinance.

Subd. 6. Traffic Sight Visibility Triangle. Except for a governmental agency for the purpose of screening, no wall, fence, structure, tree, shrub, vegetation or other obstruction shall be placed on or extend into any yard or right-of-way so as to pose a danger to traffic by obscuring the view of approaching vehicular traffic or pedestrians from any street or driveway. Visibility from any street or driveway shall be unobstructed between the height of three (3) feet and six (6) feet, measured from where both street, driveway or railway center lines intersect within the triangle describes as beginning at the intersection of the projected curb lines of two intersecting streets or drives, thence thirty (30) feet along one curb line, thence diagonally to a point thirty (30) feet from the point of beginning along the other curb line (see attached drawing). The exception to this requirement shall be where there is a street, planting or landscape arrangement within such area that will not create a total obstruction wider than two (2) feet. These requirements shall not apply to conditions that legally exist prior to the effective date of this Ordinance unless such conditions are determined to constitute a safety hazard by the Zoning Administrator.

Subd. 6. Glare. Any lighting used to illuminate an off-street parking area, sign or other structure, shall be arranged as to deflect light away from any adjoining residential property, over public water or from the public streets. Direct or sky-reflected glare, where from flood lights or from high temperature processes such as combustion or welding shall not be directed into any adjoining property or over public water. The source of lights shall be hooded or controlled in some manner so as not to light adjacent property or over public water. Bare incandescent light bulbs shall not be permitted in

view of adjacent property, over public water, or public right-of-way. Any light or combination of lights which cast light on a public street shall not exceed one (1) foot-candle (meter reading) as measured from the centerline of said street. Any light or combination of lights which cast light on residential property or over public water shall not exceed four (4) foot-candles (meter reading) as measured from said property.

Subd. 7. Smoke. The emission of smoke by any use shall be in compliance with and regulated by the State of Minnesota Pollution Control Standards, Minnesota Regulation APC 7005, as amended.

Subd. 8. Dust and Other Particulated Matter. The emission of dust, fly ash or other particulated matter by any use shall be in compliance with and regulated by the State of Minnesota Pollution Control Standards, Minnesota Regulation APC 7005, as amended.

Subd. 9. Odors. The emission of odor by any use shall be in compliance with and regulated by the State of Minnesota Pollution Control Standards, Minnesota Regulation APC 7005, as amended.

Subd. 10. Noise. Noises emanating from any use shall be in compliance with and regulated by the State of Minnesota Pollution Control Standards, Minnesota Regulation APC 7010, as amended.

Subd. 11. Refuse.

- a. Passenger automobiles and trucks not currently licensed by the State, or which are because of mechanical deficiency incapable of movement under their own power, parked or stored outside for a period in excess of seventy-two (72) hours, and all materials stored outside in violation of the City Ordinances are considered refuse or junk and shall be disposed of.
- b. Any accumulation of refuse on any premises not stored in containers which comply with City Code, or any accumulation of refuse including car parts on any premises which has remained thereon for more than one (1) week is hereby declared to be a nuisance and may be abated by order of the City Administrator, as provided by Minnesota Statutes and the cost of abatement may be assessed on the property where the nuisance was found, as provided by law.

Subd. 12. Exterior Storage Display. In all zoning districts, all materials and equipment except as specifically noted and as provided for in Sections 1017-1026 of this Ordinance shall be stored within a building or fully screened so as not to be visible from adjoining properties and the public right-of-way, except for the following:

- a. Clothes line pole and wires.

## CITY OF WAYZATA

### **801.16.5: TRAFFIC SIGHT VISIBILITY TRIANGLE:**

Except for a governmental agency for the purpose of screening, no wall, fence, structure, tree, shrub, vegetation or other obstruction shall be placed on or extend into any yard or right-of-way area so as to pose a danger to traffic by obscuring the view of approaching vehicular traffic or pedestrians from any street or driveway. Visibility from any street or driveway shall be unobstructed between the height of three (3) feet and six (6) feet, measured from where both street, driveway or railway center lines intersect within the triangle described as beginning at the intersection of the projected curb line of two intersecting streets or drives, thence thirty (30) feet along one curb line, thence diagonally to a point thirty (30) feet from the point of beginning along the other curb line (see attached drawing). The exception to this requirement shall be where there is a tree, planting or landscape arrangement within such area that will not create a total obstruction wider than two (2) feet. These requirements shall not apply to conditions that legally exist prior to the effective date of this Ordinance unless such conditions are determined to constitute a safety hazard by the Zoning Administrator.

### **801.16.6: GLARE:**

Any lighting used to illuminate an off-street parking area, sign or other structure, shall be arranged as to deflect light away from any adjoining residential property, over public water or from the public streets. Direct or sky-reflected glare, where from floodlights or from high temperature processes such as combustion or welding shall not be directed into any adjoining property or over public water. The source of lights shall be hooded or controlled in some manner so as not to light adjacent property or over public water. Bare incandescent light bulbs shall not be permitted in view of adjacent property, over public water, or public right-of-way. Any light or combination of lights which cast light on a public street shall not exceed one (1) foot candle (meter reading) as measured from the center line of said street. Any light or combination of lights which cast light on residential property or over public water shall not exceed four (4) foot candles (meter reading) as measured from said property.

### **801.16.7: SMOKE:**

The emission of smoke by any use shall be in compliance with and regulated by the State of Minnesota Pollution Control Standards, Minnesota Regulation APC 7005, as amended.

### **801.16.8: DUST AND OTHER PARTICULATED MATTER:**

The emission of dust, fly ash or other particulated matter by any use shall be in compliance with and regulated by the State of Minnesota Pollution Control Standards, Minnesota Regulation APC 7005, as amended.

### **801.16.9: ODORS:**

The emission of odor by any use shall be in compliance with and regulated by the State of Minnesota Pollution Control Standards, Minnesota Regulation APC 7005, as amended.

### **801.16.10: NOISE:**

Noises emanating from any use shall be in compliance with and regulated by the State of Minnesota Pollution Control Standards, Minnesota Regulations NCP 7010, as amended.

**Greenwood City Council Agenda Item  
March 3, 2009**

**Agenda Item: Request to amend Zoning Ordinance.**

**Summary:**

Mohamid Kwara is the owner of the Lakeshore Market located at 21380 State Highway Seven. He is requesting that the Planning Commission consider an amendment to Section 1130 of the Zoning Ordinance to permit on-site preparation and sale of food.

The proposal would require the installation of a permanent grill and venting system. The intent is not to create a sit down type of scenario, rather to allow patrons to place an order to go off a short order menu.

The current ordinance does not permit such a use as a permitted, accessory or conditional use at this time. Staff would recommend that any proposed amendment to the ordinance to allow this type of use be done as a conditional use to permit the attachment of acceptable conditions.

**Planning Commission Action:**

*Motion by Commissioner Lucking to recommend the Council not amend the ordinance to permit by Conditional Use the on-site preparation and sale of hot food. The proposal is not in the public's best interest due to increase traffic and parking issues in conjunction with the proposed use and the concern there may be undesirable odors that would negatively impact the surrounding residential neighborhood. Commissioner Spiers seconded the motion. The motion carried 5-0.*

January 13, 2009

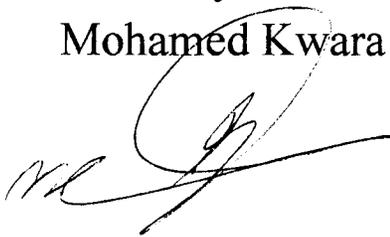
The city of Greenwood

Dear Gus Karpas

Thank you for giving me the opportunity to discuss my request in front of the committee. I received your letter and the section 1160 of the Zoning Ordinance. I am not planning to turn the whole place to a restaurant or adding any additional to the building I am only turning small section in my place to serve some hot simple sandwiches to my costumers. Most the food I will buy 50% or more will be prepared; on the other hand I have a preparation area it will be made according to the health department code. My very simple hot sandwiches will be cooked on some grills served on bread adding to it some tomato, pepper, lettuce and onion according to the costumer's request. There will be no seating in the area and it will be very fast service. In order to start our hot sandwiches we need your permission to install a hood with a grease tap and a ventilation system.

Sincerely,

Mohamed Kwara

A handwritten signature in black ink, appearing to be 'MK' followed by a stylized name, positioned below the typed name 'Mohamed Kwara'.

Section 1130 - C-1 Office and Institutional District

Section 1130:00. Purpose. The C-1 District is intended to provide a district which is related to and may reasonably adjoin other residential districts for the location and development of administrative office buildings and related office uses which are subject to more restrictive controls. The office uses allowed in this district are those in which there is limited contact with the public and no manufacture, exterior display or selling of merchandise to the general public.

Section 1130:05. Permitted Uses. No building or land shall be used, altered or converted in any manner except as provided in Section 1130 et seq, permitted uses shall, be:

Subd 1. Principal Use:

- a. Professional offices.
- b. Business offices.
- c. Medical offices and clinics.
- d. Banks and financial institutions, including drive-up facilities.
- e. Offices for administrative, executive, professional, research or similar organizations and laboratories having only limited contact with the general public, provided that no merchandise or merchandising services are sold on the premises, except such as are incidental or accessory to the principal use.
- f. Cemeteries.

Subd. 2. Accessory Uses:

- a. Accessory uses customarily incidental to the principal uses.
- b. Off-street parking and loading.
- c. Signs as regulated by Section 1140 et seq.

Subd. 3. Conditional Uses:

- a. Food and dry goods retail sales and service.
- b. Hotel, motel, or apartment hotel.
- c. Mortuaries.
- d. Music studios.
- e. Photographic studios.
- f. Interior decorating studios.
- g. Day nurseries or centers provided that they meet the requirements of the State of Minnesota Department of Public Welfare Standards Rule #3 for Group Day Care of Pre-School and School age children.

Section 1130:10. Lot Dimensions. The following required lot area, lot coverage and floor area regulations shall be considered as minimum standards for buildings:

Subd. 1. Height Regulations. No building shall hereafter be erected or structurally altered to exceed three stories or thirty-five (35) feet in height, whichever is greater.

Subd. 2. Front Yard Regulations:

- a. There shall be a front yard setback of not less than fifty (50) feet from the right-of-way line of all highways and roads adjacent to a C-1 Office and Institutional District.
- b. Where a lot is located at the intersection of two or more roads or highways, there shall be a front yard setback on each road or highway side of the lot.
- c. There shall be a setback from the lakeshore or not less than fifty (50) feet.

Subd. 3. Side Yard Regulations:

- a. There shall be a side yard having a width of not less than fifteen (15) feet on each side of a building, except as modified below.
- b. No building shall be located within thirty (30) feet of any side lot line abutting a lot in any residence district.
- c. For any conditional use allowed in Subdivision 2 of this section, there shall be a side yard having a width of not less than thirty (30) feet on each side of a building.

Subd. 4. Rear Yard Regulations. There shall be a rear yard having a depth of not less than fifty (50) feet.

Subd. 5. Floor Area Regulations: Maximum floor area ratio (F.A.R.) shall be 0.4.

Subd. 6. Lot Width Regulations: Every lot or tract shall have a width of not less than seventy-five (75) feet abutting a public right-of-way.

Subd. 7. Lot Coverage Regulations: Not more than thirty (30) percent of the lot or plot area shall be occupied by buildings.

Subd. 8. Lot Area Regulations: Minimum required lot area shall be 20,000 square feet.

Section 1130:15. Building Design and Construction. In addition to other restrictions of this Ordinance and any other Ordinance of the City of Greenwood, any building or structure within the C-1 Districts shall meet the following standards. All exterior wall finishes on any building shall be any single one or combination of the following:

1. Face brick.
2. Natural stone.
3. Specially designed precast concrete units if the surfaces have been integrally treated with an applied decorative material or texture.
4. Factory fabricated and finished metal framed panel construction, if the panel materials be any of those named above or glass, plastic, or lap strait aluminum siding material.
5. Other materials recommended by the Planning Commission and approved by the City Council.

Section 1130:00

All additions and outbuildings constructed after the erection of any original building or buildings shall be constructed of the same materials as the original construction and shall be designed in a manner conforming with the original architectural design and general appearance.

Any other exterior wall finishes, or any changes in architectural design must be submitted to the Planning Commission and approved by the Council.

Section 1130:20. General Regulations. Additional requirements for signs, parking and other regulations in the C-1 District are set forth in Section 1140 et seq.

7c

7c

RESOLUTION NO. 08-09

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

DENYING

**IN RE: Petition Pursuant to Greenwood Ordinance Code Section 1160 to Amend Greenwood Ordinance Code Section 1130 by the addition of On-Site Food Preparation and Sale as a Permitted Use**

**WHEREAS**, the owner/operator of real property commonly known as Lakeshore Market located at 21380 State Highway 7, Greenwood, Minnesota, located in the C-1 Commercial Zone, Mohamed Kwara has submitted a Petition under Greenwood Ordinance Code Section 1160 for the Amendment of Greenwood Ordinance Code Section 1130 (C-1 Commercial Zone) to add on-site food preparation and sale as a permitted use; and

**WHEREAS**, notice of public hearing was published, notice given to neighboring property owners, and a public hearing held before the Planning Commission February 18, 2009 to consider the Petition; and

**WHEREAS**, public comment was requested at the public hearing before the Planning Commission; and

**WHEREAS**, the City Council has received and considered the petition, the staff report, the report of the Planning Commission, and the comments of the petitioner and the public.

**NOW, THEREFORE**, the City Council of the City of Greenwood, Minnesota does hereby make the following:

FINDINGS OF FACT

1. That Petitioner Mohamed Kwara acting pursuant to Greenwood Ordinance Code Section 1160 has submitted a Petition for Amendment of the Zoning Code.

2. That the Petition seeks affirmative action by the City Council to amend the Greenwood Zoning Code Section 1130 by the addition of on-site food preparation and sale as permitted use in C-1 Zoning District.
3. The City Council, on receipt of the Planning Commission Report, shall either approve or disapprove the amendment or may refer it back to the Planning Commission for further consideration. Such an amendment of the Code shall not be effective except on a vote of three-fifths (3/5) of all members of the City Council concurring in its passage.
4. The petitioner seeks the requested Amendment to make food preparation and food service a permitted use at his business located in the C-1 District. Petitioner states that his planned food service would not turn the Lakeshore Market into a restaurant. Petitioner advises only a small section would be used for hot sandwiches and that no seating is planned.
5. In considering a Petition for an Amendment of the Zoning Code Section 1160 requires that the City consider the existing conditions, conservation of property values, the direction of building development to the best advantage of the entire City and the uses to which property affected is being devoted at the time of the Petition.
6. The City of Greenwood presently permits food and dry good retail by Conditional Use Permit. This Code provision does not, however, permit food preparation or a restaurant within the C-1 zone. Any Amendment adding food preparation and sales as a permitted use in the C-1 Zone would permit any and all properties in the C-1 Zone to adopt a similar use. If such a use were permitted, it would be legally impossible to distinguish simple food preparation such as sandwiches, as the Petitioner would offer from that offered by a fast food chain.
7. The C-1 District is a narrow strip of five (5) commercial properties butting Highway 7 on the south and the R-1A Residential Zone on the north. Many of the C-1 lots are substandard in size. Restaurants thereat would change the existing conditions significantly, damage neighboring resident's property values and change the character of the C-1 District from uses compatible with residential uses, such as office, to high traffic fast food restaurants. The existing C-1 parcels do not have adequate square footage for parking necessary for restaurant use. The quiet enjoyment of the Residential District would be impaired by the traffic and smells of restaurants. The layout of streets and circulation patterns in the C-1 Zone are inadequate to handle the additional traffic associated with restaurants, especially fast food restaurants to which these properties might most likely be put by potential owner/operators, or beneficiaries of the petitioned Zoning Code.
8. That it is not in the interest of the general public health, safety and welfare to amend the Zoning Code as requested so as to permit on-site food preparation and sale within the C-1 Zone.

**CONCLUSIONS OF LAW**

- 1. The Petition to amend the Zoning Code of Section 1130 so as to permit on-site food preparation and sale as a general permitted use is not in the best interest of the City of Greenwood, its residents and the public in general.
- 2. The Petition of Mohamed Kwara to amend the Greenwood Ordinance Code Section 1130 should be denied.

NOW, THEREFORE, be it resolved by the City Council of the City of Greenwood, Minnesota:

- 1. That the petition of Mohamed Kwara, January 13, 2009, brought under Greenwood Ordinance Code Section 1160 to amend Greenwood Ordinance Code Section 1130 by adding on-site food preparation and sale as a permitted use in the C-1 Commercial Zone should be *denied* and the Code shall not be amended in conformance with the Petition.

PASSED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2009 BY THE CITY COUNCIL OF THE CITY OF GREENWOOD, MINNESOTA.

\_\_\_\_ Ayes, \_\_\_\_ Nays

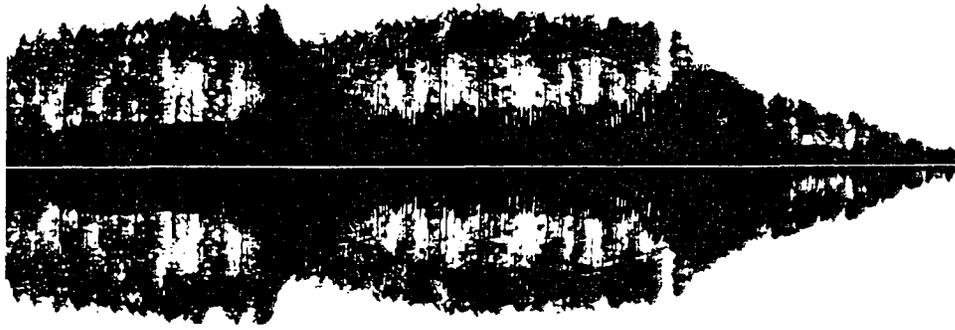
**CITY OF GREENWOOD**

ATTEST:

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

\_\_\_\_\_  
Roberta L. Whipple,  
City Clerk/Administrator

1\RESOLUTION Kwara Amend Code



On Lake Minnetonka

7c  
FYI

January 8, 2009

Mohamid Kwara  
C/o Lakeshore Market  
21380 Highway 7  
Greenwood, MN 55331

**Re: Lakeshore Market, 21380 Highway 7**

Dear Mr. Kwara,

Thank you for taking the time to discuss your request to amend the Zoning Ordinance. I have attached Section 1160 of the Zoning Ordinance pertaining to the process required for such a request.

In order to have your request considered, you must submit a letter indicating what change you would like to see in the ordinance and provide specific information on what the proposed use of your property would be. For example, instead of just stating that you would like to serve hot food, you must also include how the food would be prepared.

I must have this letter no later than January 14<sup>th</sup> in order to meet the submittal requirements for public notice for the February 20<sup>th</sup> Planning Commission meeting. Let me know if you have any questions.

Sincerely,

Gus Karpas  
Zoning Coordinator

Cc: File  
City Councilmembers

AN ORDINANCE OF THE CITY OF GREENWOOD, MINNESOTA ESTABLISHING A STORMWATER MANAGEMENT UTILITY FUND

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

SECTION 1

The Greenwood Ordinance Code is amended by the addition of the following code section:

“Section 525 - Stormwater Management Utility Fund Established.

525:00 Authority and Purpose.

Minnesota Statute Section 444.075 permits a municipality to build, construct, reconstruct, repair, enlarge, improve, or in any other manner obtain storm sewer facilities, and maintain and operate the necessary storm sewer facilities inside or outside its corporate limits, and acquire by gift, purchase, lease, condemnation, or otherwise any and all land and easements required for that purpose. For purposes of this ordinance "Storm sewer" means storm sewer systems, including mains, holding areas and ponds, and other appurtenances and related facilities for the collection and disposal of stormwater as may be established by the city from time to time (herein after "stormwater management").

525:01 Stormwater Management Utility. A Stormwater Management Utility is hereby established. The Stormwater Management Utility shall be operated as a public utility pursuant to Minnesota Statute Section 444.075. Pursuant to said authority the City shall charge residential, commercial, and industrial customers a quarterly charge to offset stormwater management expenses of the City including local watershed, state, and federally mandated procedures relating to stormwater management and related facilities and utilities.

525:05 General Provisions.

Subd. 1 Stormwater Management Utility Fund.

The City shall retain all Stormwater Management Utility fees within a Stormwater Management Utility Fund approved by the Greenwood City Council for stormwater management expenses including: Planning, engineering, monitoring, capital expenditures, personnel expenses, equipment, and operation of the utility in accordance with the established City policy.

Subd. 2 Exceptions.

The following land uses are exempt from Stormwater Management Utility fees:

- A. Public rights of way.
B. Unimproved real estate tax parcels employed for agricultural purposes only.
C. That portion of real estate tax parcels subject to a conservation easement.

- D. Tax parcels that do not have a residential or commercial building or accessory use.
E. Lakes.
F. Wetlands.
G. Municipal owned property, municipal parks.

525:10 Stormwater Management Utility Fees, Rates and Charges. Stormwater Management Utility fees shall be a charge against the owner of the real property benefited/charged, computed for quarterly payments, and invoiced with the Stormwater/sewer/recycling bills.

Subd. 1. Fixing Stormwater Management Charges. Stormwater Management Utility fees shall be fixed by reference to a reasonable classification of the types of premises to which service is furnished such as residential or commercial. The City of Greenwood finds Stormwater run off is typically directly related to total impervious surfacing or hardcover of a given property, that the typical hardcover of existing single family residential properties is approximately 30%, and that the typical hardcover of existing commercial and multiple dwelling residential buildings or apartments is approximately 90% or greater.

Subd. 2. Single and Duplex Family Residential Dwellings Stormwater Management Utility fees. For the purpose of Stormwater Management Utility fees charged against single or duplex family residential use properties, each single family residential or duplex dwelling, shall constitute one "Residential Stormwater Management Service Unit." Stormwater Management Utility fees shall be set by the City Council on a per "Residential Stormwater Management Service Unit" basis.

Subd. 3. Commercial Properties and Multiple Dwelling Residential Buildings Stormwater Management Utility fees. Stormwater Management Utility fees charged against (a) commercial use properties and (b) multiple dwelling residential buildings or apartments shall be on a per "Commercial Stormwater Management Service Unit" basis. The Stormwater Management Utility fees for one "Commercial Stormwater Management Service Unit" shall be equal to three times the Stormwater Management Utility fees set and payable by one "Residential Stormwater Management Service Unit."

Subd. 4. Factors in Determining Fees. In determining Stormwater Management Utility fees, the City Council may give consideration to all costs of the establishment, operation, maintenance, depreciation, and necessary replacements of the system, and of improvements, enlargements, and extensions necessary to serve adequately the territory of the City, including the principal and interest to become due on obligations issued or to be issued and the costs of obtaining and complying with permits required by law.

525:15 Delinquent Accounts. All charges for sewer shall be due on the date specified by the Stormwater Management Utility for the respective account, and shall be delinquent fifteen days thereafter. It shall be the duty of the Stormwater Management Utility to endeavor to promptly collect delinquent accounts, and in all cases where satisfactory arrangements for payment have not then been made, instructions may be given to discontinue service by

shutting off the water at the stop box, if city water is in use. Any Stormwater Management Utility fees sixty (60) or more days past due as of September 30, of any year, may be certified to the County Auditor for collection with real estate taxes of the real property in the following year pursuant to Minnesota Statute Section 444.075, Subdivision 3. In addition, the City also may assess and collect unpaid fees and delinquency charges related thereto. To each such delinquent account so assessed shall be added a \$20.00 late penalty. Such action may be optional or subsequent to taking legal action to collect delinquent accounts.

525:20 Late Penalty. Any charge for Stormwater Management Utility fees not paid in full within 30 days of mailing of the statement of charges shall have added to said unpaid charge a penalty of 20% of the unpaid charge with a maximum penalty of \$300.00; and after 30 days, there shall be added to said charge and penalty interest on said unpaid charge only at the rate of eight per cent per annum accruing from the day after said penalty attaches to date of payment.

525:25 Adjustment of Fees. The City Council may, by resolution, increase, diminish, or change the amount and basis of Stormwater Management Utility fees from time to time. Fees so adopted shall be memorialized by ordinance in Greenwood Ordinance Code Section 510.”

SECTION 2.

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

ENACTED BY THE CITY COUNCIL OF THE CITY OF GREENWOOD, MINNESOTA, THIS  
\_\_\_\_ DAY OF \_\_\_\_\_, 2009.

Ayes \_\_\_\_\_, Nays \_\_\_\_\_.

CITY OF GREENWOOD

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

Attest:

\_\_\_\_\_  
Roberta L. Whipple  
City Administrator

Ordinance #164

AN ORDINANCE OF THE CITY OF GREENWOOD, MINNESOTA ESTABLISHING A SANITARY SEWER UTILITY FUND

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

SECTION 1.

The Greenwood Ordinance Code Section 520 is hereby amended to read as follows:

“Section 520 – Sanitary Sewer Utility Established.

520:00 Authority and Purpose.

Minnesota Statute Section 444.075 permits a municipality to build, construct, reconstruct, repair, enlarge, improve, or in any other manner obtain sanitary sewer facilities, and maintain and operate the necessary sanitary sewer facilities inside or outside its corporate limits, and acquire by gift, purchase, lease, condemnation, or otherwise any and all land and easements required for that purpose. For purposes of this ordinance “sanitary sewer” means sanitary sewer systems, including sewage treatment works, disposal systems, and other facilities for disposing of sewage, industrial waste, or other wastes as may be established by the city from time to time.

520:01 Sanitary Sewer Utility. A Sanitary Sewer Utility is hereby established. The Sanitary Sewer Utility shall be operated as a public utility pursuant to Minnesota Statute Section 444.075. Pursuant to said authority the City shall charge residential, commercial, and industrial customers a quarterly charge to offset sanitary sewer expenses of the City including Metropolitan Council, state, and federally mandated procedures, testing, and servicing costs relating to sanitary sewer and related facilities and utilities.

520:05 General Provisions.

Subd. 1 Sanitary Sewer Utility Fund.

The City shall retain all Sanitary Sewer Utility fees within a Sanitary Sewer Utility Fund approved by the Greenwood City Council for sanitary sewer expenses including: planning, engineering, monitoring, capital expenditures, personnel expenses, equipment, and operation of the utility in accordance with the established City policy.

Subd. 2 Exceptions.

The following land uses are exempt from Sanitary Sewer Utility fees:

- A. Public rights of way.
- B. Unimproved real estate tax parcels employed for agricultural purposes only.
- C. Lakes.

- D. Wetlands.
- E. Municipal owned property, municipal parks.

520:10 Sanitary Sewer Utility Fees, Rates, and Charges. Sanitary Sewer Utility fees shall be a charge against the owner of the real property benefited/charged, computed for quarterly payments, and invoiced with the stormwater/sewer/recycling bills.

Subd. 1. Fixing Sanitary Sewer Charges. Sanitary Sewer Utility fees may be fixed at the election of the City Council (a) on the basis of water consumed, if municipal water service is provided by the City, or (b) by reference to a reasonable classification of the types of premises to which service is furnished or (c) by reference to the quantity, pollution qualities, and difficulty of disposal of sewage produced, without limit.

Subd. 2. Residential Sanitary Sewer Utility fees. For the purpose of Sanitary Sewer Charges against residential use properties, each single family residential dwelling, and each separate residential dwelling unit within a multiple dwelling residential building or apartment, shall constitute one “Residential Sanitary Sewer Service Unit.” Sanitary Sewer Utility fees shall be set by the City Council on a per “Residential Sanitary Sewer Service Unit” basis.

Subd. 3. Commercial Sanitary Sewer Utility fees. Sanitary Sewer Charges against commercial use properties shall be on a per “Commercial Sanitary Sewer Service Unit” basis. Commercial properties may have multiple Commercial Sanitary Sewer Service Units within the boundaries of any given tax parcel and shall be subject to Sanitary Sewer Charges equal to the total number or fraction of Commercial Sanitary Sewer Service Units contained therein. “Commercial Sanitary Sewer Service Unit” means: (a) each 2000 square feet or fraction thereof of a single occupant office or retail building, (b) an individual rentable commercial office or retail space of 2000 square feet or fraction thereof, located within a commercial office or retail use building with multiple tenant or occupants, (c) each Twenty (20) authorized diner seats or fraction thereof within a County Health Department licensed restaurant, or (d) each twenty (20) authorized boat slips or fraction thereof within in a City licensed marina. The Sanitary Sewer Utility fees for one “Commercial Sanitary Sewer Service Unit” shall be equal to three times the Sanitary Sewer Utility fees set and payable by one “Residential Sanitary Sewer Service Unit.”

Subd. 4. Sanitary Sewer Availability Minimum charges. A minimum charge for the availability of water or sewer service may be imposed for all premises abutting on streets or other places where municipal or county water mains or sewers are located, whether or not connected to them. Minimum charges or user charges collected for sanitary sewers must be used only to pay for items for which charges are authorized by Minnesota Statute Section 444.075, Subdivision 3, as amended.

Subd. 5. Sanitary Sewer Facilities’ Connection Charges. Charges for connections to the Sanitary Sewer facilities may in the discretion of the City Council be fixed by reference to the portion of the cost of connection which has been paid by assessment of the

premises to be connected, in comparison with other premises, as well as the cost of making or supervising the connection.

Subd. 6. Factors in Determining Fees. In determining Sanitary Sewer Utility fees, the City Council may give consideration to all costs of the establishment, operation, maintenance, depreciation, and necessary replacements of the system, and of improvements, enlargements, and extensions necessary to serve adequately the territory of the City, including the principal and interest to become due on obligations issued or to be issued and the costs of obtaining and complying with permits required by law.

520:15. Delinquent Accounts. All charges for sewer shall be due on the date specified by the Sanitary Sewer Utility for the respective account, and shall be delinquent fifteen days thereafter. It shall be the duty of the Sanitary Sewer Utility to endeavor to promptly collect delinquent accounts, and in all cases where satisfactory arrangements for payment have not then been made, instructions may be given to discontinue service by shutting off the water at the stop box, if city water is in use. Any Sanitary Sewer Utility fees sixty (60) or more days past due as of September 30, of any year, may be certified to the County Auditor for collection with real estate taxes of the real property in the following year pursuant to Minnesota Statute Section 444.075, Subdivision 3. In addition, the City also may assess and collect unpaid fees and delinquency charges related thereto. To each such delinquent account so assessed shall be added a \$20.00 late penalty. Such action may be optional or subsequent to taking legal action to collect delinquent accounts.

520:20. Late Penalty. Any charge for sewerage or water service not paid in full within 30 days of mailing of the statement of charges shall have added to said unpaid charge a penalty of 20% of the unpaid charge with a maximum penalty of \$300.00; and after 30 days, there shall be added to said charge and penalty interest on said unpaid charge only at the rate of eight per cent per annum accruing from the day after said penalty attaches to date of payment.

520:25 Adjustment of Fees. The City Council may, by resolution, increase, diminish, or change the amount and basis of Sanitary Sewer Utility fees from time to time. Fees so adopted shall be memorialized by ordinance in Greenwood Ordinance Code Section 510."

SECTION 2.

The Greenwood Ordinance Code Section 310 - Sewers, Connections, Permits and Fees is hereby amended as follows:

Sections 310:15, 310:20, and 310:25 are hereby repealed and amended to read as follows:  
"SECTION 310:15. "Repealed".", "SECTION 310:20. "Repealed".", and "SECTION 310:25. "Repealed"."

SECTION 3.

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

ENACTED BY THE CITY COUNCIL OF THE CITY OF GREENWOOD, MINNESOTA, THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2009.

Ayes \_\_\_\_\_, Nays \_\_\_\_\_.

CITY OF GREENWOOD

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

Attest:

\_\_\_\_\_  
Roberta L. Whipple  
City Administrator

Greenwood/Ordinance 164 Sanitary Sewer feeDraft.2.24.09.

3/3/09

## INTRODUCING GREENWOOD'S BEAUTIFUL BOULEVARDS AWARD

Do you have a neighbor who has a beautiful front yard? Do you drive by a Greenwood business that always looks sharp? Or perhaps you are a person who takes pride in your own home's curb appeal.

This summer the City of Greenwood would like to recognize and encourage the upkeep of Greenwood's streetscape by presenting awards for "Beautiful Boulevards."

It is easy to participate. Simply email a photo to Mayor Deb Kind at d.kind@mchsi.com. Include the name/phone/address of the property and your name/phone if you are not the property owner. If you do not have email, feel free to call Mayor Kind at 952-401-9181. Submissions will be accepted May through September.

Award recipients will receive:

- Beautiful Boulevards Award certificate
- Photo, name, and address\* on the city website
- Feature in Greenwood Quarterly newsletter
- The appreciation and admiration from all your neighbors!

Thank you for helping keep Greenwood beautiful!

*\* Award recipients will be contacted regarding permission to publish photos, addresses, and names.*

---

### GOAL:

To recognize and encourage the upkeep of Greenwood's streetscape.

### PLAN:

Publish the above in the Greenwood Quarterly newsletter.

Property owners will email photos to Deb.

Deb will follow-up to get permission for publishing.

Deb will post photos, addresses, and names on the city website.

Deb will create custom certificates and mail to award recipients.

Deb will send information to Roberta for inclusion in newsletter.

### COST:

No cost to city in time or money.

### PROPOSED MOTION:

I move that the City Council approve the plan to implement the Greenwood Beautiful Boulevards Award program.

Planning Commission Request

**Review the 42 foot Structure Height limit in the recent Massing Ordinance.**

REPORT: Now is an appropriate time for the Planning Commission to revisit the Structure Height limit of 42 feet, which it's representatives stated to the City Council in 2008 was probably set too high.

RECOMMENDED MOTION: I move that the Greenwood City Council ask the Planning Commission review the current 42 foot Structure Height limit and report back to the City Council with any recommended zoning code changes.

Respectfully submitted,

Tom Fletcher

February 11<sup>th</sup>, 2009

Cities of Greenwood, Shorewood, Deephaven, Excelsior, and Tonka Bay

To whom it may concern:

Due to financial pressure brought on by the Senior Community Services increased fees as well as the inability of the cities to ratify a lease amendment proposal, it is with regret that the "Friends of the South Shore Center" will terminate operations effective March 1<sup>st</sup>, 2009. State and Federal law and our charter require that the assets of the "Friends" be given to a like 501(c) 3 organizations. So in keeping with our regulatory responsibility our assets have been given to the South Shore Senior Partners who have been managing the programs and the operations of the Center since the demise of relationship between Senior Community Services. This should not be a financial issue for the cities as the South Shore Senior Partners (SSSP) and other renters have long term rental agreements in place that will enable the EDA enough revenue to maintain the building without additional unbudgeted funds. Minnetonka Community Education will continue to provide most of the programming for the seniors through an agreement with the South Shore Senior Partners. The rental income from SSSP as well as additional rental income from other sources should provide the cities with gross annual revenue of about \$36,000 per year. We suggest that the EDA (Shorewood) identify a manager for the purpose of processing invoices and maintenance of the building. "Friends" has established an excellent relationship with a rental agent who would continue to provide services...also; there are numerous support personnel that are available to take care of issues in the building as they arise. "Friends" of course will provide the contact info to the new manager and work closely with the cities during this transition period. The South Shore Senior Partners can open and close the building daily and will keep the new manager informed of any issues as they arise. The new owners of the physical assets of the building, i.e. the furnishings and the kitchen will be the South Shore Senior Partners. They will maintain proper insurance and will maintain them....likewise; they will maintain the proper coverage for their volunteers and guests according to the terms of a rental agreement that is used for all renters.

The original lease agreement worked fine when there was sufficient sources of revenue, but as "block grants", "United way" and City funding disappeared, it made it almost impossible to raise enough money to support the building and at the same time provide the services the senior community needs so desperately. We wish the cities all of the best as they take on this new project.

Sincerely,

 President of the Board,

Board of the "Friends of the South Shore Community Center"

2-27-2009

Background information;

The LMCC has been renting their facility for the past 10 years. Over the past several months we have been exploring other options. Such as renting or purchasing another building and even purchasing the building we are currently in.

Facts about our ability to enter into a possible agreement.

- This is our 25th year serving our member communities
- We receive our funding through cable TV franchise and PEG fees.
- Our current fund balance is approximately \$400,000.00.
- 2008 Revenue was \$614,000.00

Per our Joint Powers Agreement, approval is needed from 2/3rds of our 17 member cities. We will not be asking them for money to aid us in making this purchase, only permission.

We feel we provide valuable community services, from our work with the local schools to our seniors.

We are advocates for cable customers who have not had satisfactory outcomes with our local cable provider.

We bring local government into the homes of our citizens, giving them the ability to become more informed, involved and active.

Our staff is proud of these and the many other things they do to enhance our citizens and communities.

Respectfully,  
Tom Scanlon  
Chairman

2-27-09

Term Sheet

Since our time frame is limited to the next few weeks. My goal here is to let you know what will work for us by being open and direct. Hopefully your expectations and ours will be close. We have been in the building numerous times and have found it to be a wonderful facility; however we will have to make some changes to allow our studio productions. We will have to raise the ceiling about 3 feet. Our builder gave us an estimate of about \$150,000.00.

The parking will be a wonderful improvement for us and we would hope to be allowed its continued use.

With the build out costs pressuring our finances, we would be limited to a 10 year length. Thus, a lease to purchase and not a contract for deed, according to our attorney. A slight twist might be that if the cities pay or participate in the build out, we would then be able to do a contract for deed at a 5 year length. The LMCC of course would add that build out cost into our payment plan.

We are proposing payments of \$36,000. Per year or \$3,000. Per month over 10 years with an option to buy of \$1. The LMCC of course would cover all maintenance, repairs and insurance.

A specific need we would have in the future would be to add on an attached garage. We have a van that allows us to do remote broadcasts and would need inside storage. So additional land would be required.

I appreciate your willingness to hear our proposals on such short notice and also look forward to getting your creative ideas on this matter.

Tom Scanlon  
Chairman LMCC

Monday, March 02, 2009

Mr. Tom Anderson  
Principal  
Gorman Health Group  
4640 Old Kent Rd.  
Deephaven, MN 55331

Dear Tom:

This letter is in response to the letter you delivered on Wednesday, February 11, 2009 regarding the dissolution of the Friends of the SouthShore Senior Community Center and the transfer of assets to the South Shore Senior Partners. The letter states the Friends will no longer be responsible for the day-to-day operations and care of the building as provided for under the Lease Agreement between the Friends and the five cities.

The City of Shorewood City Council met on Monday, February 23, 2009 and discussed the City's response to the letter and the resulting agreement Friends made with the South Shore Senior Partners for the long term rental of the facility.

Although your February 11 letter does not comply with the 30-day notice requirement in the Lease Agreement to terminate, the City Council acknowledges that dissolution of the Friends is one basis for termination of the Lease. (Para. 2 of the Lease). The City Council, by this letter, is also advising the Friends and the South Shore Senior Partners that it does not accept the "rental contract" between the Friends and the South Shore Senior Partners, signed on January 19 and 20, 2009. The cities' Lease Agreement with the Friends allows the Friends to arrange for the rental of the facility, however; any sublease is allowed only with the prior written consent of the cities. (Para. 13 of the Lease). Shorewood never received information on, nor did it grant prior written consent for, this long-term arrangement that grants exclusive rights to the facility. Shorewood also believes that none of the other cities gave prior written consent for the purported agreement between the Friends and the South Shore Senior Partners. In addition, the Lease Agreement provides that in the event of a sublease, the Friends remain liable on all its obligations under the Lease unless expressly released in a written notice from the cities. (Para 13 of the Lease).

Shorewood will be advising other member cities of their opinion regarding this action. Shorewood is open to discussing a rental agreement between the SSSP and the cities. We believe such an agreement needs to be worked out prior to the March 1 date.

Thank you for your time and effort put into this project.

Sincerely,

Brian Heck  
City Administrator  
City of Shorewood

Cc: Mayor and City Council  
Kristi Luger, Excelsior City Manager  
Jessica Loftus, Tonka Bay City Administrator  
Roberta Whipple, Greenwood City Administrator  
Dana Young, Deephaven City Administrator  
Mary Tietjen, City Attorney

-----Original Message-----

From: Brian Heck [mailto:bheck@ci.shorewood.mn.us]

Sent: Tuesday, March 03, 2009 2:20 PM

To: chrislizee@mchsi.com; Greg Miller; Gerry De La Vega; Paul Skrede; idarose@mchsi.com; Jessica Loftus; Kristi Luger; Dana Young City of Deephaven; Roberta Whipple

Subject: SouthShore Center

All,

Three of the five city councils have reviewed the proposal from the Lake Minnetonka Communications Commission for the purchase of the Center. It is my understanding that Greenwood will discuss the issue tonight and Shorewood will address the issue on Monday, March 9th.

At some point, cities need to make a decision as to what they are going to do, either move forward with selling, keeping the center operational, or walking away.

If the consensus is to sell the building, the cities need to vote terminate the arrangement, Shorewood needs to decide if they want to acquire the building or have it sold, and a fair market value needs to be established.

At this point, I believe only Excelsior has made a decision regarding the facility and that is to keep the center operational for at least the balance of this year. From what I understand, Tonka Bay is interested in the sale option however they have several questions and Deephaven is interested in pursuing the sale option.

It may be wise for the member communities to assemble to answer some of the outstanding questions and lay out a process on moving forward.

I suggest we attempt to meet March 11 or 12.

As a side note, if sale is the route the cities choose to go, Shorewood can not use its City Attorney as the LMCC is represented by the law firm Shorewood uses.

Brian W. Heck  
City Administrator  
City of Shorewood  
5755 Country Club Drive  
Shorewood, MN 55331

952-474-3236  
952-463-5836 - mobile

**COOPERATIVE AGREEMENT  
FOR THE  
SOUTHSHORE SENIOR/COMMUNITY CENTER**

THIS COOPERATIVE AGREEMENT FOR THE SOUTHSHORE SENIOR/COMMUNITY CENTER is made on this \_\_\_\_ day of \_\_\_\_\_, 1996, by and among the City of Deephaven, a Minnesota municipal corporation (Deephaven), the City of Excelsior, a Minnesota municipal corporation (Excelsior), the City of Greenwood, a Minnesota municipal corporation (Greenwood), the City of Shorewood, a Minnesota municipal corporation (Shorewood), and the City of Tonka Bay, a Minnesota municipal corporation (Tonka Bay), (hereinafter collectively referred to as "Cities").

RECITALS:

FIRST: Cities desire to develop a senior/community center (Center). The Center shall be used by senior citizens for educational and recreational activities, including, but not limited to, arts, crafts, music and other various programs of enrichment. In addition, the Center shall be used by citizens for banquets, receptions, reunions and other public and private events and other community-based activities such as those commonly provided at community centers throughout the area.

SECOND: Cities desire to combine resources pursuant to Minn. Stat. § 471.59 to develop and construct the Center.

NOW, THEREFORE, the parties covenant and agree as follows:

1. Purpose. The parties have determined that each City is more economically and efficiently served by constructing and operating the Center together rather than each City constructing and operating its own community center. The parties agree that the Center shall be used by senior citizens for educational and recreational activities, including, but not limited to, arts, crafts, music and other various programs of enrichment. The Center shall also be used by citizens for banquets, receptions, reunions and other public and private events and other community-based activities such as those commonly provided at community centers throughout the area. Such programs and activities shall be consistent with the use of the surrounding and adjoining facilities. The overall guiding principle embodied in this Agreement is the mutual desire of the parties to maximize the use of the Center by all members of the Cities' respective constituencies.

2. Ownership. The development and construction of the Center shall be financed through a pooling of resources from Cities and The Friends of the South Lake Minnetonka Senior Community Center, a Minnesota non-profit corporation with tax-exempt status pursuant to §§ 170(c)(2) and 501(c)(3) of the Internal Revenue Code of 1986 (Friends). Cities shall own the Center as tenants in common, with the ownership interest of each City proportionate to each City's investment in the Center. The amount of each City's investment and the proportionate ownership of each City is set forth in Exhibit A attached hereto which may be amended from time to time upon unanimous approval of the cities.

The Center shall be constructed on property conveyed by Shorewood to Cities for One and 00/100 Dollar (\$1.00), and other good and valuable consideration, and which is legally described on Exhibit B attached hereto. Shorewood shall be responsible for the design and construction of the Center in accordance with the preliminary site plan and building elevation as set forth on Exhibit C attached hereto.

3. Funding. All amounts due from Cities for the development and construction of the Center shall be remitted to Shorewood within sixty (60) days of the date of the execution of this Agreement by an authorized representative of each City. Shorewood shall be the finance manager and manager of the construction of the Center during the design and construction of the Center and shall establish separate books of account to monitor the payment of funds. The Cities shall be under no further obligation, pursuant to the terms of this Cooperative Agreement, to fund the maintenance, operation, programming or staffing of the Center or any other costs, expenses or capital investments relating to the Center.

4. Excess Funds. Upon completion of construction of the Center, excess funds shall be held in a restricted capital reserve account for the purpose of repairs and capital replacement of the Center. This account shall be controlled by the Friends, however, no expenditure in excess of Five Thousand and 00/100 Dollars (\$5,000) shall be made without the approval of a majority of the Cities. This reserve is not intended for day-to-day maintenance such as snow removal, routine building maintenance and cleaning or for any other operating costs.

5. Lease. Cities shall lease the Center to Friends (Friends' Lease). The term of the Friends' Lease shall be twenty-five (25) years and the rental rate shall be One and 00/100 Dollar (\$1.00) per year and other good and valuable consideration. The Friends' Lease shall provide for four (4) renewal periods of five (5) years each.

Friends shall operate and maintain the Center. Friends shall be required to pay for any and all forms of insurance to adequately insure the Center against any and all risks associated with operating and maintaining the Center, both known and unknown, including worker's compensation insurance for Center employees and general liability insurance up to the statutory limits of liability relating to the Center. Each policy shall name Cities as additional insureds.

By entering into this Agreement, Cities do not agree to assume any risk or responsibility for the acts or omissions relating to the operation and maintenance of the Center by Friends, or for the procurement, or failure to procure, by Friends of insurance against all insurable risks, both known and unknown, related to the Center, or for the acts or omissions of any other City.

6. Termination. Any City may terminate its participation in this Agreement at any time for any reason upon thirty (30) days written notice to the remaining Cities. The remaining Cities shall not have a right to object to any City's withdrawal from this Agreement. A withdrawing city will not have the right to participate in decisions relating to this Agreement. Withdrawal from this Agreement will not result in the forfeiture of the withdrawing City's undivided ownership interest in the Center but the withdrawing City's share of the costs incurred by the Cities pursuant to this Agreement, if any, shall be recovered out of the withdrawing City's share of any proceeds resulting from the sale or liquidation of the Center.

At the termination of the lease term or termination by action and approval of the Cities, the Center may be sold subject to the following:

(a) Shorewood Option. The City of Shorewood may retain the Center by repayment to each of the remaining Cities an amount equal to their original capital contribution. Shorewood may pay the remaining Cities in cash, or at its option, Shorewood may make installment payments to the Cities over a period not to exceed ten (10) years payable in equal annual installments of principal and interest at the rate of eight percent (8%) per annum from and after the date of Termination.

(b) Sale to Third Party. The Center may be sold to a third party for fair market value. In the event of sale to a third party, the City of Shorewood will assure adequate access to the Center. The proceeds of said sale shall be allocated and paid to each City proportionate to its original capital contribution as provided in the attached Exhibit A.

(c) Proceeds from Future Gain. Should Shorewood sell the Center to a third party within ten (10) years of exercising alternative (a), the net proceeds of said sale beyond the original capital contribution paid by each of the Cities shall be allocated and paid to each City proportionate to its original capital contribution as provided in the attached Exhibit A.

7. Dissolution, Amendment, Termination. The following may only be undertaken based on the written approval of two-thirds of the Cities: (a) Sale of the Center; (b) Amendment of this Agreement; or (c) Termination of the Lease with The Friends of South Lake Minnetonka Senior Community Center, or any renewal, extension, assignment or subleasing thereof or successor thereto. The following may be undertaken upon written approval of a majority of the Cities: (a) Capital improvements; or (b) City directed changes in the operation of the Center.

8. Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the State of Minnesota.

IN WITNESS WHEREOF, the Cities of Deephaven, Excelsior, Greenwood, Shorewood and Tonka Bay, in accordance with the authorizing resolution from their respective City Councils, have caused this Agreement to be duly executed.

CITY OF DEEPHAVEN

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

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

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

CITY OF EXCELSIOR

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

By: \_\_\_\_\_  
Its: City Manager

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

CITY OF GREENWOOD

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

By: \_\_\_\_\_  
Its: City (Clerk) Administrator

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

CITY OF SHOREWOOD

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

By: \_\_\_\_\_  
Its: City (Clerk) Administrator

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

CITY OF TONKA BAY

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

By: \_\_\_\_\_  
Its: City (Clerk) Administrator

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

## Exhibit A

<b>City</b>	<b>\$ Contribution</b>	<b>% Contribution</b>
Shorewood	\$ 311,000	50.00%
Excelsior	90,812	14.60%
Greenwood	24,569	3.95%
Deephaven	139,639	22.45%
Tonka Bay	55,980	9.00%
	<hr/>	
	\$ 622,000	100.00%

**COOPERATIVE AGREEMENT  
EXHIBIT B**

**DESCRIPTION OF PARCEL TO BE DEEDED TO THE SENIOR  
COMMUNITY CENTER**

That part of Lot 12, Block 2, ECHO HILLS 2ND ADDITION, and of Lot 27, Auditors Subdivision 133, according to the plats on file in the office of the County Recorder, Hennepin County, Minnesota, described as follows:

Commencing at a point in the centerline of Smithtown Road distant 645.00 feet easterly from an intersection of the northerly extension of the west line of said Lot 27 with said centerline; thence southerly parallel with the west line of said Lot 27 a distance of 34.19 feet to the point of beginning of the land to be described; thence South 00 degrees 29 minutes 57 seconds East, assumed bearing, along a line parallel with the west line of said Lot 27 and the west line of said Lot 12 a distance of 104.00 feet; thence South 76 degrees 20 minutes 42 seconds East 45.00 feet; thence South 15 degrees 30 minutes 36 seconds East 45.00 feet; thence South 76 degrees 20 minutes 42 seconds East 57.05 feet; thence North 66 degrees 48 minutes 24 seconds East 34.92 feet; thence North 34 degrees 25 minutes 43 seconds East 30.00 feet; thence North 00 degrees 29 minutes 57 seconds West, parallel with the west line of said Lots 12 and 27, a distance of 160.00 feet to a point in the north line of said Lot 12; thence South 84 degrees 37 minutes 48 seconds West 94.66 feet; thence South 74 degrees 29 minutes 24 seconds West 68.00 feet to the point of beginning.

Said parcel contains 26,000 square feet more or less.

Together with a permanent easement for parking purposes over, under and across that part of said Lots 12 and 27 described as follows:

Commencing at a point in the centerline of Smithtown Road distant 645.00 feet easterly from an intersection of the northerly extension of the west line of said Lot 27 with said centerline; thence South 00 degrees 29 minutes 57 seconds East 138.19 feet to the southwest corner of the above described parcel and to the point of beginning of the easement to be described; thence South 00 degrees 29 minutes 57 seconds East 27.00 feet; thence South 74 degrees 29 minutes 24 seconds West 4.00 feet; thence South 15 degrees 30 minutes 36 seconds East 55.00 feet; thence South 74 degrees 29 minutes 24 seconds West 55.00 feet; thence North 15 degrees 30 minutes 36 seconds West 55.00 feet; thence South 74 degrees 29 minutes 24 seconds West 91.00 feet; thence South 00 degrees 29 minutes 57 seconds East 139.77 feet; thence North 74 degrees 29 minutes 24 seconds East 284.59 feet; thence North 00 degrees 29 minutes 57 seconds West 58.60 feet; thence North 34 degrees 25 minutes 43 seconds East 22.40 feet to the southeasterly corner of the above described parcel; thence westerly and northwesterly along the southwesterly line of said above described parcel to the point of beginning.

Together with the right of ingress and egress to and from the Country Club Road.

Contains 31,452 square feet more or less.

**LEASE**

THIS LEASE, made this \_\_\_ day of \_\_\_\_\_, 1996, between the City of Deephaven, the City of Excelsior, the City of Greenwood, the City of Shorewood, and the City of Tonka Bay (the "Cities"), operating under that certain Cooperative Agreement for the Southshore Senior/Community Center dated March 4, 1996, hereinafter collectively referred to as "Landlord," and The Friends of South Lake Minnetonka Senior Community Center, a Minnesota nonprofit corporation with tax-exempt status pursuant to §§ 170(c)(2) and § 501(c)(3) of the Internal Revenue Code of 1986, hereinafter referred to as "Tenant."

**RECITALS**

WHEREAS, the Cities desire to provide a Center for use by senior citizens for education, cultural participation, socializing, recreation, arts, crafts, music and similar programs of enrichment; and

WHEREAS, the Cities desire that the Landlord undertake its best efforts to make the Center widely available to all citizens and residents; and

WHEREAS, the Cities desire to provide a congregate dining facility to serve the needs of senior citizens; and

WHEREAS, the Cities desire to provide a facility to be used by citizens for municipal use, community organizations, meetings, banquets, receptions, reunions and similar public and private activities; and

WHEREAS, the Cities desire to combine their resources to ensure the development, construction, and completion of the Center.

NOW, THEREFORE, the parties do hereby agree and covenant as set forth below:

IN CONSIDERATION OF the mutual covenants and promises as hereinafter set forth, the parties agree as follows:

1. Premises. Landlord hereby leases to Tenant and Tenant takes from Landlord, subject to the terms and conditions of this Lease, a building and land situated at 5735 Country Club Road, containing approximately 26,000 square feet of space and legally described on Exhibit A attached hereto ("Premises"), together with a permanent easement for the non-exclusive use of forty-seven (47) parking stalls, entrances, restrooms and exits adjacent to the Premises, all of which are located on a parcel of land hereinafter referred to as the "Property."

2. Term. The term of this Lease shall commence on the date of the issuance of the Certificate of Occupancy (\_\_\_\_\_, 1996) ("Commencement Date") and shall terminate on the earlier of (i) the twenty-fifth (25th) anniversary of the Commencement Date; or (ii) the mutual agreement of Landlord and Tenant that the useful life of the Premises has expired. The Term may be extended by the Tenant for up to four (4) successive periods of five (5) years each commencing upon the expiration of the Term. If Landlord and Tenant disagree as to

whether the useful life of the Premises has expired, the disagreement shall be determined by Dispute Resolution in accordance with Article 34 herein.

The Lease may be terminated upon the occurrence of any of the following: (1) insolvency or dissolution of Tenant; or (2) the decision to terminate approved in writing by two-thirds of the Cities. Written notice of termination shall be provided to each of the Cities and to the Tenant, thirty (30) days in advance of the effective date of such termination.

3. Nature of Occupancy. Tenant shall use the Premises for use by senior citizens for educational and recreational activities, including, but not limited to, arts, crafts, music and other various programs of enrichment. The Center shall also be used by citizens for banquets, receptions, reunions and other public and private events and other community-based activities such as those commonly provided at community centers throughout the area. The Premises are leased for the operation of a senior/community center or such other purpose as Landlord agrees to in writing and which shall be allowable under applicable zoning and use restrictions of the City of Shorewood, County of Hennepin, State of Minnesota. Tenant shall obtain prior approval from the City of Shorewood or its designee before scheduling events in which the occupancy of the Premises exceeds one hundred (100) persons.

4. Rent. Tenant agrees to pay to Landlord as rent for the Premises a yearly rental of One and 00/100 Dollars (\$1.00), which rental shall be payable in advance on the Commencement Date and each anniversary of the Commencement Date during the term of this Lease.

5. Taxes and Assessments. As additional rent, Tenant shall pay all of the real estate taxes and special assessments levied against the Property and any other taxes levied against the Property which shall become due and payable during the term of this Lease. In addition, Tenant shall pay any personal property taxes and all other taxes or charges levied or assessed against Tenant or the personal property or fixtures owned by Tenant.

6. Utilities. As additional rent, Tenant shall pay all the charges for all public utility services rendered or furnished to the Premises, including, but not limited to, heat, air conditioning, water, gas, electricity and sewer, garbage or waste removal, telephone and any other expenses arising out of or incidental to the use and occupancy of the Premises.

7. Insurance. As additional rent, Tenant agrees to provide and keep in force during the term of this Lease the following insurance coverage:

(a) Fire and all risk insurance in some insurance company or companies authorized to do business in the State of Minnesota in an amount not less than the full insurable value of the building and other improvements on the Premises, and in any event with an agreed value endorsement, and to keep such insurance in full force and effect for and during the time any buildings and improvements are located on the Premises during the term of this Lease. The coverage shall include all risks commonly insured against by prudent institutional investors for properties similar to the Premises in the Minneapolis area. For the purpose hereof "Full Insurable Value" shall mean the replacement cost of the

improvements without allowance for depreciation, but excluding footing, foundations, and other portions of improvements which are not insurable. Such policy or policies shall insure Landlord, Tenant, and any tenants and subtenants of any portions of the building not occupied by Tenant.

(b) Public liability and property damage insurance with limits of not less than \$1,000,000.00 for injury and death to any one person, and \$3,000,000.00 for injury or death in any one accident or occurrence including property damage, insuring Landlord and Tenant, and with a cross-liability endorsement covering claims by an insured against another insured.

All policies required by this paragraph shall be carried in such companies as reasonably approved by Landlord and Tenant.

All such policies shall not be subject to cancellation or material modification except after thirty (30) days written notice to Tenant, Landlord and Landlord's mortgagee, if any, and each policy shall so provide. All policies required hereunder shall be obtained by Tenant.

Tenant shall not carry any stock of goods or do anything in or about the Premises which will impair or invalidate the obligation of any policy of insurance on or in reference to the Premises or the building. Tenant agrees to pay upon demand, as additional rent, any increase in premiums for insurance that may be charged during the term of this Lease on the insurance to be carried by Tenant on the Premises or the building, resulting solely from any increased risk associated with the business carried on in the premises by Tenant or materials stored therein or uses made thereof.

As and if required due to failure of Tenant to act, Landlord shall purchase all insurance as set forth in this Lease. Tenant shall immediately reimburse Landlord for the cost of said insurance. Tenant shall make monthly payments in an amount which is sufficient to pay the next annual insurance premium when said premium is due. Landlord shall not be required to pay any interest on amounts escrowed pursuant to this provision.

8. Repairs, Maintenance and Alterations. Tenant agrees to maintain the Premises in good order, condition and repair during the term of this Lease, including plowing and maintenance of the parking area referred to in Paragraph 1 above. Tenant shall repair or replace at its own expense any improvement or part thereof on the Premises necessary to so maintain it, and to return the Premises at the end of the term of this Lease in the same condition as it was received, reasonable wear and tear, casualty losses and acts of God excepted. Any improvements, expansion or structural modifications made by the Tenant to the Premises shall become the property of the Landlord at the termination of the Lease.

9. Compliance with Laws and Regulations. Tenant shall comply with all statutes, ordinances, rules, orders, regulations and requirements of all federal state, city and local governments and their agencies.

10. Signs. Tenant shall have the right to install and maintain signs advertising Tenant's business, provided the signs conform to law and to the requirements of all appropriate

governmental authorities and are located in areas designated by Landlord and the design, size and color of said signs are approved by Landlord in its reasonable judgment.

11. Eminent Domain. If the Premises, or so much of the Premises as to render the remainder unsuitable for Tenant's purposes, is taken by any public authority under its power of eminent domain, or by private purchase in lieu thereof, then this Lease shall terminate upon the date possession of the Premises is surrendered. All damages and awards shall be made to the Landlord. If less than the entire Premises is taken and Tenant's business is not interfered with thereby, Landlord shall restore or rebuild the remaining portion to render it reasonably suitable for Tenant's purposes, and this Lease shall continue for its full term. Nothing in this paragraph, however, shall be construed to permit the abatement in whole or in part of any charges or obligations of Tenant.

12. Destruction of Premises. Tenant shall give immediate notice to Landlord of any damage to or destruction of the Premises. If the Premises are either totally or partially destroyed by fire or other casualty, the Lease shall terminate unless otherwise agreed to in writing by Landlord.

13. Subleasing or Assignment. Landlord reserves the right to assign this Lease at any time. Tenant may sublease, sell, assign or transfer any part of its interest in this Lease or its term only with the prior written consent of Landlord. In any event, upon the making of a sublease or assignment of its interest, Tenant shall remain liable on all its obligations hereunder unless expressly released therefrom by written notice signed by Landlord.

14. Default. The following shall each be deemed to constitute a default by Tenant and a breach of this Lease:

(a) Failure to pay when due the rent or any part thereof, provided in Paragraphs 4 through 7.

(b) Failure to perform all other terms, covenants and conditions of this Lease required to be performed by Tenant, within ten (10) days after notice of breach and request for performance is given by Landlord.

(c) The abandonment of the Premises by Tenant, the adjudication of Tenant as a bankrupt, the making by Tenant of a general assignment for the benefit of creditors, the taking by Tenant of the benefit of any insolvency act or law, the appointment of a permanent receiver or trustee in bankruptcy for the property of Tenant, or the appointment of a temporary receiver which is not vacated or set aside within sixty (60) days from the date of such appointment.

(d) Failure of the Tenant to use the Premises as provided in Paragraph 3.

15. Termination for Default. In the event of default by Tenant, Landlord shall have the right to cancel and terminate this Lease without notice and to institute appropriate proceedings to recover possession of the Premises. This right is in addition to and cumulative of any other right or remedy Landlord may be given under this Lease or by applicable law. Landlord may recover possession of the Premises without terminating this Lease. Failure or

refusal of Landlord to terminate this Lease in the event of default shall not be deemed to be a waiver of its right to terminate this Lease at any time for said default or any subsequent default by Tenant.

16. Delinquent Rental and Other Charges. Notwithstanding any other remedy which Landlord may pursue, if Tenant defaults, in whole or in part, in the payment of rent, taxes, assessments, utilities, insurance, or any other charges, Landlord may obtain judgment for any unpaid rentals and other charges which have become payable, or which may thereafter become payable; Tenant agrees to reimburse Landlord for all costs and expenses, including reasonable attorney's fees, incurred by Landlord in collecting such rent and/or other charges.

17. Breach of Covenants. Notwithstanding the existence of any other remedy which Landlord may pursue, if Tenant defaults in any of its obligations arising out of this Lease, Landlord shall have the right to pay said obligation and Tenant hereby agrees to reimburse Landlord for all costs and expenses, including reasonable attorney's fees, incurred by it in protection of its interest hereunder, and Tenant agrees to pay interest at the rate of ten percent (10%) per annum to Landlord on all costs and expenses incurred, commencing with the date of notice to Tenant of Landlord's discharge of any of its obligations.

18. Indemnification. The Tenant agrees to indemnify and save harmless the Landlord from any and all claims by and on behalf of any persons, firms or corporations, arising from the conduct or management of, from any work or thing whatsoever done by or on behalf of the indemnifying party in or about, or its activities upon or occupancy of, the Premises during the term of this Lease, and will further indemnify and save the other party harmless against and from any and all claims arising from any breach or default on the part of the indemnifying party in the performance of any covenant or agreement on the part of such indemnifying party to be performed pursuant to the terms of this Lease, or from any violation or failure to comply with any law, ordinance or regulation, or from any act or negligence of such party, or any of its agents, contractors, servants, employees, licensees, or invitees or arising from any accident, injury or damage whatsoever caused to any person, firm or corporation, occurring during the term of this Lease, in or about the Premises, or upon or under the sidewalks and the land adjacent thereto, and from and against all costs, reasonable and necessary counsel fees, expenses and liabilities incurred in or about any such claim or action or proceeding brought thereon; and in case any action or proceeding be brought against the one party by reason of any such claim, the indemnifying party upon notice from the indemnified party covenants to contest or defend such action or proceeding by counsel reasonably satisfactory to the indemnified party.

19. Quiet Enjoyment. Landlord covenants that Tenant, upon payment of rent and all other sums due Landlord and upon performance by Tenant of the terms, conditions and covenants of this Lease, Tenant shall peaceably and quietly have, hold and enjoy the Premises for the entire term of this Lease; Landlord further covenants that it has good right to make this Lease for its entire term.

20. Right of Inspection. Landlord shall at all times have the right to enter upon the Premises to inspect its condition, and at its election, to make reasonable and necessary repairs thereon for the protection and preservation thereof, but nothing herein shall be construed to require Landlord to make such repairs, and Landlord shall not be liable to Tenant, or any other

person or persons, for failure or delay in making said repairs, or for damages or injury to person or property caused in or by the making of such repairs, or the doing of such work. Landlord shall have the right during the last sixty (60) days of the term of this Lease to advertise the Premises for rent and to place and maintain on the Premises the usual notices and to show the Premises to prospective tenants.

21. Notices. All written notices required shall be given by certified mail to the parties at the addresses stated below:

If to Landlord:

City Clerk  
City of Deephaven  
20225 Cottagewood Road  
Excelsior, MN 55331

City Clerk  
City of Excelsior  
339 Third Street  
Excelsior, MN 55331

City Clerk  
City of Greenwood  
20225 Cottagewood Road  
Excelsior, MN 55331

City Clerk  
City of Shorewood  
5755 Country Club Road  
Shorewood, MN 55331

City Clerk  
City of Tonka Bay  
4901 Manitou Road  
Tonka Bay, MN 55331

With a copy to:

LARKIN, HOFFMAN, DALY & LINDGREN, Ltd.  
1500 Norwest Financial Center  
7900 Xerxes Ave. S.  
Bloomington, MN 55431  
Attn: Timothy J. Keane, Esq.

If to Tenant:

The Friends of South Lake Minnetonka Senior  
Community Center  
% Ben Withhart  
10709 Wayzata Blvd, Suite 111  
Minnetonka, MN 55305

22. Subordination. Tenant hereby agrees that this Lease shall be subordinate to the lien of any mortgage hereinafter imposed upon the Premises by Landlord. Tenant also agrees to execute an estoppel certificate in reasonable form and substance if requested by Landlord or any mortgagee with respect to this Lease.

23. Holding Over. Upon termination of this Lease, Tenant shall vacate the Premises. If Tenant continues in possession of the Premises after termination, the tenancy of Tenant shall be from month to month only, and all other terms and conditions of this Lease shall remain in full force and effect.

24. Binding Effect. Except to the extent otherwise provided herein, this Lease and the terms, conditions and covenants contained herein shall be binding upon and inure to the benefit of Landlord and Tenant, and their respective successors, heirs and legal representatives and assigns.

25. Governing Law. This Lease shall be construed under and governed by the laws of the State of Minnesota.

26. Severability. In the event any provision of this Lease shall be found invalid or unenforceable, that provision shall be severed from this Lease, and the remaining portions hereof shall continue in full force and effect pursuant to their terms.

27. Entire Agreement. This Lease contains the entire agreement between the parties, and any amendment hereafter made shall be ineffective to alter, modify or discharge any provision hereof unless the amendment is in writing and signed by the party against whom enforcement is sought.

28. Attorneys' Fees. If Landlord has to enforce any term or provision of this Lease, including but not limited to any unlawful detainer proceeding, Landlord shall be paid its reasonable attorneys' fees, costs and disbursements by Tenant and said monies shall be deemed additional rent due under this Lease.

29. Rent. All monies due from Tenant under the terms and conditions of this Lease shall be deemed to be additional rent due under this Lease.

30. Tenant Improvements. Any improvements made by Tenant to the Premises, except trade fixtures, shall become the property of Landlord at Landlord's option at the termination of the Lease. If Landlord does not choose to own said improvements at the termination of the Lease, Tenant shall remove said improvements at Tenant's sole cost and expense.

31. Net Lease Intended. It is the intention of the parties that Landlord shall receive the cash rental specified herein as net rental, free from all taxes, charges, expenses, damages and deductions of every description, except as set forth herein. Under no condition shall the Landlord be required to make any payment of any kind whatsoever or be under any obligation or liability hereunder, except as herein expressly set forth.

32. Waste; No Liens. Tenant agrees not to do or suffer any waste to the Premises, or cause, suffer or permit any liens to attach to or to exist against the Premises by reason of any act or omission of Tenant or persons claiming through Tenant or by reason of its failure to perform any act required of it hereunder and Tenant shall not permit the Premises to be used for any illegal purpose. Provided, however, Tenant shall not be required to pay or discharge any lien against the Premises so long as Tenant has given Landlord notice of its intent to contest such lien and Tenant is in good faith contesting the validity or amount thereof and has given to Landlord such security as Landlord has reasonably requested to assure payment of such lien and to prevent the sale, foreclosure or forfeiture of the Premises by reason of non-payment. On final determination of the lien or claim of lien Tenant shall immediately pay any judgment rendered, and all costs and charges, and shall cause the lien to be released or satisfied. Tenant shall not use or permit the use of the Premises in any manner which would result or would with the passage of time result in the creation of any easement or prescriptive right. Tenant shall not use or occupy the Premises, or knowingly permit them to be used or occupied, contrary to any statute, rule, order, ordinance, requirement or regulation certificate of occupancy affecting the same, or which would make void or voidable any insurance then in force with respect thereto or which would make it impossible to obtain fire or other insurance thereon required to be furnished hereunder at Tenant's expense, or which would cause structural injury to the improvements or cause the value or usefulness of the Premises, or any portion thereof, substantially to diminish (reasonable wear and tear excepted), or which would constitute a public or private nuisance or waste, and Tenant agrees that it will promptly, upon discovery of any such use, take all necessary steps to compel the discontinuance of such use.

33. Headings. The headings used in this Lease are for convenience only and shall not have any bearing or meaning with respect to the content or context of this instrument.

34. Dispute Resolution. In the event the parties to this Agreement cannot agree on the proper method of conducting business or operation, improvement and maintenance of the Premises, the parties or outside parties may submit the issues for resolution in the following order:

First, as a grievance to Tenant with a recommended course of action or a grievance of Tenant to Landlord with a recommended course of action; and

Second, grievance submitted to a panel consisting of a representative of Tenant and a representative selected by each City comprising the Landlord; and

Third, grievance submitted to the same panel described above in mediation with a mediator from West Suburban Mediation Services or a mediator agreed on by the parties.

The cost of mediation services shall be shared equally by all parties.

35. Termination. Landlord shall have the right to terminate this Lease without cause upon thirty (30) days written notice to the Tenant.

36. Excess Funds. Upon completion of construction of the Center, excess funds shall be held in a restricted capital reserve account for the purpose of repairs and capital replacement of the Center. This account shall be controlled by the Friends, however, no expenditure in excess

of \$5,000 shall be made without the approval of a majority of the Cities. This reserve is not intended for day-to-day maintenance such as snow removal, routine building maintenance and cleaning or other operating costs.

37. Limitation on Right of Recovery Against Landlord. Tenant acknowledges and agrees that the liability of Landlord under this Lease shall be limited to its interest in the Premises and any judgments rendered against Landlord shall be satisfied solely out of the proceeds of sale of its interest in the Premises. No personal judgment shall lie against Landlord upon extinguishment of its rights in the Premises and any judgment so rendered shall not give rise to any right of execution or levy against Landlord's assets. The provisions hereof shall inure to Landlord's successors and assigns including any Mortgagee. The foregoing provisions are not intended to relieve Landlord from the performance of any of Landlord's obligations under this Lease, but only to limit the personal liability of Landlord in case of recovery of a judgment against Landlord; nor shall the foregoing be deemed to limit Tenant's rights to obtain injunctive relief or specific performance or to avail itself of any other right or remedy which may be awarded Tenant by law or under this Lease.

38. Permits. Tenant shall diligently seek and, upon issuance, maintain in force and effect all permits, licenses, and similar authorizations to use the Premises for the purposes set forth herein required by any governmental authority having jurisdiction over the use thereof. Landlord shall, at Tenant's request, join with Tenant in executing, acknowledging, and delivering any and all petitions, consents, applications, approvals, reviews, easements, or similar documents that may be required for the installation of any improvements, utilities, public improvements, roads, water lines, sewer lines, storm drainage facilities, subdivision, rezoning, special use, platting, or other similar development, construction and operation of the Premises.

IN WITNESS WHEREOF, Landlord and Tenant have respectively signed this Lease as of the date first above written.

CITY OF DEEPHAVEN

Dated: \_\_\_\_\_ By: \_\_\_\_\_  
Its: City (Clerk) Administrator

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

CITY OF EXCELSIOR

Dated: \_\_\_\_\_ By: \_\_\_\_\_  
Its: City Manager

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

Its: Mayor

CITY OF GREENWOOD

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

By: \_\_\_\_\_  
Its: City (Clerk) Administrator

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

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

CITY OF SHOREWOOD

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

By: \_\_\_\_\_  
Its: City (Clerk) Administrator

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

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

CITY OF TONKA BAY

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

By: \_\_\_\_\_  
Its: City (Clerk) Administrator

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

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

TENANT:  
THE FRIENDS OF SOUTH LAKE  
MINNETONKA SENIOR COMMUNITY  
CENTER

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

**LEASE AGREEMENT  
EXHIBIT A**

**DESCRIPTION OF PARCEL TO BE DEEDED TO THE SENIOR COMMUNITY  
CENTER**

That part of Lot 12, Block 2, ECHO HILLS 2ND ADDITION, and of Lot 27, Auditors Subdivision 133, according to the plats on file in the office of the County Recorder, Hennepin County, Minnesota, described as follows:

Commencing at a point in the centerline of Smithtown Road distant 645.00 feet easterly from an intersection of the northerly extension of the west line of said Lot 27 with said centerline; thence southerly parallel with the west line of said Lot 27 a distance of 34.19 feet to the point of beginning of the land to be described; thence South 00 degrees 29 minutes 57 seconds East, assumed bearing, along a line parallel with the west line of said Lot 27 and the west line of said Lot 12 a distance of 104.00 feet; thence South 76 degrees 20 minutes 42 seconds East 45.00 feet; thence South 15 degrees 30 minutes 36 seconds East 45.00 feet; thence South 76 degrees 20 minutes 42 seconds East 57.05 feet; thence North 66 degrees 48 minutes 24 seconds East 34.92 feet; thence North 34 degrees 25 minutes 43 seconds East 30.00 feet; thence North 00 degrees 29 minutes 57 seconds West, parallel with the west line of said Lots 12 and 27, a distance of 160.00 feet to a point in the north line of said Lot 12; thence South 84 degrees 37 minutes 48 seconds West 94.66 feet; thence South 74 degrees 29 minutes 24 seconds West 68.00 feet to the point of beginning.

Said parcel contains 26,000 square feet more or less.

Together with a permanent easement for parking purposes over, under and across that part of said Lots 12 and 27 described as follows:

Commencing at a point in the centerline of Smithtown Road distant 645.00 feet easterly from an intersection of the northerly extension of the west line of said Lot 27 with said centerline; thence South 00 degrees 29 minutes 57 seconds East 138.19 feet to the southwest corner of the above described parcel and to the point of beginning of the easement to be described; thence South 00 degrees 29 minutes 57 seconds East 27.00 feet; thence South 74 degrees 29 minutes 24 seconds West 4.00 feet; thence South 15 degrees 30 minutes 36 seconds East 55.00 feet; thence South 74 degrees 29 minutes 24 seconds West 55.00 feet; thence North 15 degrees 30 minutes 36 seconds West 55.00 feet; thence South 74 degrees 29 minutes 24 seconds West 91.00 feet; thence South 00 degrees 29 minutes 57 seconds East 139.77 feet; thence North 74 degrees 29 minutes 24 seconds East 284.59 feet; thence North 00 degrees 29 minutes 57 seconds West 58.60 feet; thence North 34 degrees 25 minutes 43 seconds East 22.40 feet to the southeasterly corner of the above described parcel; thence westerly and northwesterly along the southwesterly line of said above described parcel to the point of beginning.

Together with the right of ingress and egress to and from the Country Club Road.

Contains 31,452 square feet more or less.

**FIRST AMENDMENT TO LEASE**

THIS FIRST AMENDMENT TO LEASE by and between the City of Deephaven, the City of Excelsior, the City of Greenwood, the City of Shorewood and the City of Tonka Bay (the "Landlord") and the Friends of the South Lake Minnetonka Senior Community Center (the "Tenant") for the Southshore Senior/Community Center (the "Center") dated the \_\_\_\_ day of \_\_\_\_\_, 1996 (the "Lease") is made this \_\_\_\_ day of \_\_\_\_\_, 1996, as follows:

At least 60 days prior to commencement of construction of the Center, Tenant shall prepare proposed rules and procedures for the use and operation of the Center and shall submit them to Deephaven for review and approval. If Tenant and Deephaven are unable to agree upon the rules and procedures, the disagreements shall be addressed in the manner provided in Section 34 of this Lease. If Tenant wishes to amend or modify the rules and procedures it shall submit the changes to Deephaven for review and comment.

**LANDLORD:**

CITY OF DEEPHAVEN

CITY OF SHOREWOOD

By: \_\_\_\_\_  
Its: City (Clerk) Administrator

By: \_\_\_\_\_  
Its: City (Clerk) Administrator

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

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

CITY OF EXCELSIOR

CITY OF TONKA BAY

By: \_\_\_\_\_  
Its: City (Clerk) Administrator

By: \_\_\_\_\_  
Its: City (Clerk) Administrator

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

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

CITY OF GREENWOOD

**TENANT:**  
THE FRIENDS OF SOUTH LAKE  
MINNETONKA SENIOR COMMUNITY  
CENTER

By: \_\_\_\_\_  
Its: City (Clerk) Administrator

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

**SECOND AMENDMENT TO LEASE**

THIS SECOND AMENDMENT TO LEASE by and between the City of Deephaven, the City of Excelsior, the City of Greenwood, the City of Shorewood and the City of Tonka Bay (the "Landlord") and the Friends of the South Lake Minnetonka Senior Community Center (the "Tenant") for the Southshore Senior/Community Center (the "Center") dated the 4<sup>th</sup> day of March, 1996, as amended April 17, 1996, by First Amendment, (the "Lease") is made this \_\_\_ day of \_\_\_\_\_, 20\_\_ as follows:

1. The name of the Tenant shall be corrected to read: Friends of the Southshore Senior Community Center.

2. The first sentence of paragraph 7.) (b) of said Lease is amended in its entirety to read as follows:

"Public liability and property damage insurance with limits of not less than \$1,000,000.00 for injury and death to any one person, and \$1,000,000.00 for injury or death in any one accident or occurrence including property damage, insuring Landlord and Tenant, and with a cross-liability endorsement covering claims by an insured against another insured."

**LANDLORD:**

CITY OF DEEPHAVEN

CITY OF SHOREWOOD

By: \_\_\_\_\_  
Its: City (Clerk) Administrator

By: \_\_\_\_\_  
Its: City (Clerk) Administrator

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

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

CITY OF EXCELSIOR

CITY OF TONKA BAY

By: \_\_\_\_\_  
Its: City (Clerk) Administrator

By: \_\_\_\_\_  
Its: City (Clerk) Administrator

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

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

CITY OF GREENWOOD

**TENANT:**

THE FRIENDS OF SOUTH LAKE  
MINNETONKA SENIOR COMMUNITY  
CENTER

By: \_\_\_\_\_  
Its: City (Clerk) Administrator

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

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

**GREENWOOD PLANNING COMMISSION  
WEDNESDAY, FEBRUARY 18, 2009  
7:00 P.M.**

FYI

**1. CALL TO ORDER/ROLL CALL**

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

Members Present: Chairman Lucking and Commission members John Beal, David Paeper, Todd Palmberg and Mark Spiers

Absent: None

Others Present: Council Liaison Tom Fletcher, City Attorney Mark Kelly and Zoning Coordinator Gus Karpas.

**2. APPROVE AGENDA**

Commissioner Beal asked that a discussion be included on the agenda regarding the highlighting of the Massing Ordinance on the website. The Commission agreed to the amendment. Commissioner Beal moved to accept the amended agenda for tonight's meeting. Commissioner Lucking seconded the motion. Motion carried 5-0.

**3. MINUTES OF November 19, 2008.**

Commissioner Beal moved to approve the minutes of November 19, 2008. Commissioner Spiers seconded the motion. Motion carried 5-0.

**4. LIAISON REPORT**

Council Liaison Fletcher said the Council recently discussed a number of items which may interest the Commission. He said the Council discussed the need for a liaison from the Commission, agreeing that one would not be necessary unless the Commission wanted to send one. It was also decided that the Commission Liaison would sit at the table as to be able to participate more readily in conversation.

Liaison Fletcher said the Commission may be asked to review lighting regulations within the city, that there were conversations about the use of the Meadville fire lane, that the Council voted to spend five hundred dollars to inventory milfoil in St. Alban's Bay, discussed property taxes and the Wirth property.

Fletcher noted that a number of recently adopted ordinances had not been published, but now have been. One such ordinance was the Sign ordinance, which delays the regulation of the abandoned billboards along Highway 7.

**GREENWOOD PLANNING COMMISSION**  
**WEDNESDAY, FEBRUARY 18, 2009**  
**7:00 P.M.**

Fletcher said there were a number of issues that he wanted to discuss with the Commission to see if they wanted to address them in the future. He said the Commission may want to suggest changes in the city code as they relate to side yard setbacks, structure height, impervious surface area in the commercial area and revamping of the required parking for office uses. The Commission agreed to future discussions on structure height, impervious surface and parking requirements. The issue of side yard setbacks has been discussed numerous times over the past ten years or so and they did not feel they had anything substantive to add.

Chairman Lucking asked about the Meadville fire lane, noting that there has been a chain across the opening on and off over the last couple of years. Councilmember Fletcher said the Council will be looking at a more permanent solution to limit access by larger vehicles during the winter.

## **5. PUBLIC HEARINGS**

**ORDINANCE AMENDMENT** – Discuss request from Lakeshore Market for an amendment to Section 1130 to permit the on-site preparation and sale of hot food.

There was no one present representing the request.

Chairman Lucking opened the public hearing.

Chairman Lucking said his concern with the proposal is that it would open up the whole area to similar uses, which may not be what the city wanted for that area based on the fact the use was not mentioned in the ordinance.

Commissioner Beal said his concerns revolved around the issues of lack of on-site parking and smells emanating from the property. He feels that creates victims of the surrounding residential properties. He's also concerned if the ordinance is amended, the use would be allowed on the surrounding properties. Chairman Lucking agreed and reiterated that the city didn't include the proposed use in the ordinance, so it may not have been viewed as a favorable use.

Commissioner Beal asked about zoning regulations and how they relate to the sale of food at convenience stores. City Attorney Kelly said that most cities have a special designation for such uses, but the City of Greenwood does not. He said the County regulates varying levels of food sales through their licensing process. He said if the city were to change its ordinance, it should only allow the lowest licensing threshold.

Commissioner Palmberg clarified that hot food sales currently are not allowed. Mr. Kelly said they were not, but the city could amend its ordinance to create a

**GREENWOOD PLANNING COMMISSION**  
**WEDNESDAY, FEBRUARY 18, 2009**  
**7:00 P.M.**

convenience store designation in the most common sense. He said most of the current uses are grandfathered under the ordinance.

Commissioner Paeper asked about the use of the property as a bait shop and whether that is allowed. Mr. Kelly said not necessarily, but with such uses within the ordinance, it's hard to pick one item that is being sold to oppose. Chairman Lucking noted if the structure was somehow internally split, with the sale of bait being a separate entity, there would be a clear violation of the ordinance.

Commissioner Beal reiterated his concerns about parking and smells, noting they would be intensified if the restaurant use becomes popular.

Commissioner Palmberg expressed concern about the recent placement of rock over the only green area on the property and questioned what could be done to replace the grass. Mr. Kelly said the difficulty is in proving there's been a change in that area. Palmberg said he had recent photos of the area prior to the placement of the rock.

Motion by Commission Lucking to recommend the Council not amend the ordinance to permit by Conditional Use the on-site preparation and sale of hot food. The proposal is not in the public's best interest due to increase traffic and parking issues in conjunction with the proposed use and the concern there may be undesirable odors that would negatively impact the surrounding residential neighborhood. Commissioner Spiers seconded the motion. The motion carried 5-0.

(Mohamid Kwara, owner of the Lakeshore Market, arrived at the meeting at 7:30 p.m., after the action was taken by the Commission. Mr. Kwara was informed of the Commission's action and told he was permitted to present his request at the March 3<sup>rd</sup> City Council meeting.)

## **6. OTHER BUSINESS**

**OPEN MEETING LAW** - Discuss compliance with the open meeting law as it pertains to social gatherings of City Council and Planning Commission members in numbers which may constitute a quorum.

Chairman Lucking said it was brought to his attention that there was some concern about a potential violation of the open meeting law. He said he discussed this issue with Mayor Kind and was told that gathering after a meeting was not a violation of the law, provided it is stated at the end of a meeting that such a gathering would occur.

Commissioner Spiers asked if there was a specific incident that prompted this concern. Lucking said he just received an email from the Mayor and that no reference was made to a specific incident.

**GREENWOOD PLANNING COMMISSION**  
**WEDNESDAY, FEBRUARY 18, 2009**  
**7:00 P.M.**

**TREE PRESERVATION ORDINANCE** – Discuss potential amendment of the existing Tree Preservation Ordinance.

Chairman Lucking said the draft ordinance before the Commission reflected the previous discussions held by the Commission. He said there still a number of issues that need to be addressed, such as the definition of Heritage Tree.

Commissioner Spiers said it would be easiest to define it based on diameter. Chairman Lucking noted that he diameter would have to exceed the maximum diameter of a defined Significant Tree.

The Commission discussed appropriate dimensions, agreeing that the ordinance should be amended so the measurement of trees within the city be based on the circumference and not diameter since the measurement of diameter is more difficult. The Commission agreed that, much like Significant Trees, there would be different measurements based on the species of a tree.

The Commission discussed the removal of the height provision for the measurement of coniferous trees and agreed to base regulations on the circumference. The initial thought when the ordinance was originally drafted was it would be difficult measuring the diameter of a coniferous tree, but the switch to circumference removed the need to take height into account.

Commissioner Paeper suggested that a benchmark be established using a process in which a number of examples are reviewed to set an appropriate circumference.

Commissioner Spiers suggested setting a range in which a measurement could be taken, noting that in the case of some softwoods, there could be multiple trunks converging into one. Chairman Lucking asked about the importance of establishing four feet as the measuring point. City Attorney Kelly said a consistent standard for measurement had to be established.

Commissioner Beal said it is important to set an appropriate number for Heritage Trees, because the lower the number, the more trees that fall under the Heritage Tree definition, the greater argument from the public against the designation. He said the designation should reflect only those trees that are truly Heritage Trees, meaning their removal would not only impact the individual property in which they are located, it would impact the community as a whole.

Chairman Lucking said his concern has always been informing the public about the ordinance before trees have already been removed.

Commissioner Paeper suggested preliminary measurements of thirty inches for hardwoods and forty-two inches for deciduous softwoods. Chairman Lucking

**GREENWOOD PLANNING COMMISSION**  
**WEDNESDAY, FEBRUARY 18, 2009**  
**7:00 P.M.**

suggested twenty inches for conifer trees. The Commission agreed to these as a starting point.

The Commission discussed defining Licensed Tree Trimmers and what defined a certified arborist. Commission Beal read the City of Minnetonka's definition of certified arborist which states they must be certified by the International Society of Arboriculture. The Commission agreed to use this definition in the ordinance. They also agreed that a Licensed Tree Trimmer did not have to be a certified arborist.

Commissioners Paeper suggested the references to diameter in the replacement schedule include the phrase "or larger" and suggested that a site plan included with a request for the removal of a Heritage Tree show the location of other trees and structures in the vicinity.

Commissioner Spiers questioned the need for a variance in order to trim a Heritage Tree. City Attorney Kelly said it was to protect the tree from deliberate over trimming with the intent to kill it. Spiers felt that requiring a variance was too restrictive. Chairman Lucking suggested the phrase "including Heritage Trees" in the Tree Trimming provision contained in Subdivision 3B and removing the variance requirement in 4B. The Commission agreed.

Commissioner Beal asked about the fee for Conditional Use Permits and whether they would be reduced on requests for tree removal. City Attorney Kelly said a provision in the ordinance would allow staff approval for nominal jobs.

Commissioner Spiers would like to add Heritage Trees to the replacement schedule. City Attorney Kelly said that would be difficult because one may not be able to reasonable space enough smaller diameter trees to equal the diameter of the Heritage Tree.

The Commission will further discuss this item at their March meeting.

**ZONING HANDOUT** – Discuss Zoning handout created by Councilmember Fletcher and make recommendation to the City Council whether the handout should be included in material distributed to residents and their representative for information purposes.

Councilmember Fletcher said he and staff were working on some handouts that would be presented to the Commission at their next meeting.

**WEBSITE** – Discuss the format of the City's website as it pertains to the City Code.

Commissioner Beal said he was curious as to why the website singled out the Massing Ordinance from the rest of the City Code. He said further investigation

**GREENWOOD PLANNING COMMISSION**  
**WEDNESDAY, FEBRUARY 18, 2009**  
**7:00 P.M.**

showed that the Massing Ordinance was also within the City Code document and it was always his understanding that the City Attorney advised against presenting the same ordinance twice for fear that they may differ, either now or in the future.

Chairman Lucking said he suggested that the Massing Ordinance be highlighted on the website to draw resident's attention to the fact a new ordinance had been adopted. He said one of the problems the city has had is disseminating information to the public and he felt highlighting important ordinances on the website would help. He said it wouldn't be logical to highlight each section of the ordinance, rather certain sections that the city finds important.

City Attorney Kelly suggested a format where there is a link that would, once selected, bring you to that portion of the city code. This would eliminate duplicated documents. The Planning Commissioners agreed that would be a better format.

Chairman Lucking felt there are a number of other ordinances that could be highlighted, such as the tree ordinance and sign ordinance.

Council Liaison Fletcher noted that Mayor Kind has done a lot of work make the website more user friendly and informative.

**7. PLANNING COMMISSION LIAISON**

There will be no representative from the Planning Commission at the March 3<sup>rd</sup> City Council meeting.

**8. ADJOURN**

Motion by Commissioner Paeper to adjourn the meeting. Commissioner Beal seconded the motion. The meeting was adjourned at 8:45 p.m.

Respectively Submitted  
Gus Karpas - Zoning Coordinator

Report Criteria:

Account.Acct No = All  
Account Detail

Acct No	Account Description	01/08-02/08	01/08-02/08	01/09-02/09	01/09-02/09
		Pri YTD Actual	Pri YTD Budget	Cur YTD Actual	Cur YTD Budget
<b>GENERAL FUND</b>					
<b>TAXES</b>					
101-31010	CURRENT AD VALOREM	2,634	641,696	8,820	687,057
101-31020	DELINQUENT AD VALOREM	261	1,000	0	1,000
101-31040	FISCAL DISPARITIES	14	3,500	0	2,200
101-31800	SUR-CHARGE REVENUE	6	34	1	25
101-31910	PENALTIES	0	200	0	100
TAXES Totals:		2,915	646,430	8,821	690,382

*Revenue*

LICENSES & PERMITS

101-32110	3.2 BEER, LIQ & CIGARETTE LICE	7,735	7,302	3,250	2,965
101-32180	OTHER BUSINESS LICENSES/P	1,384	1,500	1,834	1,600
101-32210	BUILDING PERMITS-PUBLIC W	4,425	68,500	459	28,000
101-32211	ELEC PERMIT	268	3,000	281	2,000
101-32215	MANAGEMENT REVIEW-BLDG	0	1,000	0	200
101-32240	ANIMAL LICENSE	0	0	0	0
LICENSES & PERMITS Totals:		13,812	81,302	5,824	34,765

INTERGOVERNMENTAL AID

101-33402	HOMESTEAD CREDIT	0	0	0	0
101-33423	OTHER STATE GRANTS/AIDS	0	2,000	0	2,000
101-33610	HENNEPIN COUNTY ROAD AID	0	1,675	0	1,675
101-33630	AID FROM OTHER LOCAL GOV'	0	4,884	0	0
INTERGOVERNMENTAL AID Totals:		0	8,559	0	3,675

PUBLIC CHARGES FOR SERVICE

101-34103	ZONING & SUBDIVISIONS	0	5,000	0	1,500
101-34107	ASSESSMENT SEARCHES	0	0	0	0
101-34207	FALSE ALARM FEE	0	50	50	50
101-34304	LOAD LIMITS	45	3,500	0	3,500
101-34409	RECYCLING FEES	1,789	12,094	2,262	13,478
101-34960	REFUNDS	0	0	0	0

Acct No	Account Description	01/08-02/08 Pri YTD Actual	01/08-02/08 Pri YTD Budget	01/09-02/09 Cur YTD Actual	01/09-02/09 Cur YTD Budget
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GENERAL FUND

*Revenue*

PUBLIC CHARGES FOR SERVICE (Cont.)

PUBLIC CHARGES FOR SERVICE Totals:	1,834	20,644	2,312	18,528
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FINES & FORFEITURES

101-35101	COURT FINES	1,587	5,300	799	5,300
FINES & FORFEITURES Totals:		1,587	5,300	799	5,300

SPECIAL ASSESSMENTS

101-36100	SPECIAL ASSESSMENTS	0	0	0	1,500
101-36101	SA - PRINCIPAL	0	0	0	0
101-36102	INTEREST	794	7,000	227	7,000
101-36201	COPIES	0	50	0	50
101-36220	OTHER INCOME	0	19,500	0	20,100
101-36230	DONATIONS	0	0	0	0
SPECIAL ASSESSMENTS Totals:		794	26,550	227	28,650

OTHER FINANCING SOURCES

101-39200	INTERFUND OPERATING TRANS	0	0	0	0
OTHER FINANCING SOURCES Totals:		0	0	0	0

COUNCIL

101-41100-103	COUNCIL SALARIES	1,100	13,200	2,200	13,200
101-41100-122	FICA CONTRIBUTIONS	68	975	136	975
101-41100-123	MEDICARE CONTRIBUTIONS	16	220	32	220
101-41100-209	OFFICE SUPPLIES	0	50	0	150
101-41100-309	MISC PROFESSIONAL SERVICE	0	0	0	0
101-41100-371	TRAINING/CONF-REGISTRATIO	0	300	855	1,325
101-41100-372	MEALS/LODGING	0	110	0	110
101-41100-433	MISC-DUES & SUBSCRIPTIONS	0	50	0	50
101-41100-439	MISCELLANEDUS-OTHER	0	0	0	0
COUNCIL Totals:		1,184	14,905	3,223	16,030

*Expens*

Acct No	Account Description	01/08-02/08	01/08-02/08	01/09-02/09	01/09-02/09
		Pri YTD Actual	Pri YTD Budget	Cur YTD Actual	Cur YTD Budget
<u>GENERAL FUND</u>					
<u>ELECTIONS</u>					
101-41200-103	ELECTION SALARIES-PART TM	0	1,700	0	0
101-41200-122	FICA CONTRIBUTIONS	0	0	0	0
101-41200-123	MEDICARE CONTRIBUTIONS	0	0	0	0
101-41200-214	OPERATIONAL SUPP.-FORMS/P	0	500	0	0
101-41200-219	ELECTION OPERAT. SUPP.-OT	0	135	0	0
101-41200-249	MINOR EQUIPMENT-OTHER	0	80	0	0
101-41200-309	PROFESSIONAL SERVICES	0	0	0	0
101-41200-319	EQUIPMENT MAINTENANCE-OTH	0	292	161	400
101-41200-322	POSTAGE-ELECTION	0	360	0	40
101-41200-372	MEALS/LODGING	0	35	0	0
101-41200-438	MISCELLANEOUS-SALES TAX	0	0	0	0
101-41200-439	MISCELLANEOUS-OTHER	0	0	0	0
ELECTIONS Totals:		0	3,102	161	440

*Expense*ADMINISTRATION

101-41400-101	CLERKS SALARIES-FULL TIME	4,675	63,000	10,020	71,000
101-41400-121	PERA CONTRIBUTIONS	304	4,095	670	4,795
101-41400-122	FICA CONTRIBUTIONS	290	3,906	621	4,410
101-41400-123	MEDICARE CONTRIBUTIONS	68	914	145	1,030
101-41400-125	OTHER RETIREMENT	0	0	0	0
101-41400-139	CLERKS INSURANCE	231	1,430	236	1,440
101-41400-149	UNEMPLOYMENT COMPENSATION	0	0	0	0
101-41400-201	OFFICE SUPPLIES	92	800	61	800
101-41400-202	DUPLICATING	113	5,000	111	500
101-41400-203	OFFICE SUPPLIES-COMPUTER	0	0	0	0
101-41400-204	STATIONARY	0	300	0	400
101-41400-209	OFFICE SUPPLIES-OTHER	0	0	0	200
101-41400-214	FORMS/PRINTING	0	200	17	150
101-41400-249	MINOR EQUIPMENT-OTHER	70	100	0	400
101-41400-309	PROFESSIONAL SERVICES-OTH	811	820	0	3,500
101-41400-310	CLERKS CONTRACTURAL	99	800	302	8,500
101-41400-311	OFFICE-RENT	923	11,100	1,885	11,500
101-41400-313	PROFESSIONAL SERVICES-COM	1,833	3,710	1,880	3,900
101-41400-321	COMMUNICATIONS-TELEPHONE	115	1,550	235	1,500
101-41400-322	POSTAGE	51	1,300	73	1,400
101-41400-331	TRANSPORTATION-TRAVEL EXP	0	275	0	300
101-41400-334	FREIGHT & EXPRESS	0	0	0	0
101-41400-339	OTHER	0	0	0	25
101-41400-349	ADVERTISING-OTHER	0	0	0	0
101-41400-351	PRINTING-LEGAL NOTICES	572	2,200	3,557	2,000
101-41400-352	GENERAL NOTICES & PUBLIC	0	0	0	0

Acct No	Account Description	01/08-02/08	01/08-02/08	01/09-02/09	01/09-02/09
		Pri YTD Actual	Pri YTD Budget	Cur YTD Actual	Cur YTD Budget
<u>GENERAL FUND</u>					
<u>ADMINISTRATION (Cont.)</u>					
101-41400-353	ORDINANCE PUBLICATIONS	0	0	0	0
101-41400-359	OTHER	0	0	0	0
101-41400-371	TRAINING	0	300	0	0
101-41400-372	MEALS/LODGING	0	450	0	50
101-41400-411	RENTALS-OFFICE EQUIPMENT	0	0	414	2,280
101-41400-433	MISC-DUES & SUBSCRIPTIONS	35	100	0	100
101-41400-437	BANK SERVICES	0	50	0	50
101-41400-438	MISCELLANEOUS-SALES TAX	0	0	0	0
101-41400-439	MISCELLANEOUS-OTHER	0	2,200	1	400
101-41400-530	CAP OUTLAY-IMP OTHER THAN	0	0	0	0
101-41400-560	CAP OUTLAY-FURNITURE-FIXIT	0	0	0	0
101-41400-570	OFFICE EQUIP & FURNISHING	0	300	0	0
101-41400-590	CAPITAL OUTLAY-OTHER	0	0	0	0
ADMINISTRATION Totals:		10,282	104,900	20,228	120,630

*Expenses*ASSESSOR

101-41500-209	ASSESSORS SUPPLIES	0	100	0	100
101-41500-309	ASSESSORS-CONTRACT	0	13,400	0	13,500
101-41500-439	ASSESSORS-OTHER	0	50	0	25
ASSESSOR Totals:		0	13,550	0	13,625

LEGAL SERVICES

101-41600-304	LEGAL SERVICES-GENERAL	1,291	25,000	4,347	20,000
101-41600-308	LEGAL SERVICES-PROJECTS	0	0	0	0
101-41600-309	LEGAL SERVICES-SPECIAL	0	0	0	0
LEGAL SERVICES Totals:		1,291	25,000	4,347	20,000

AUDITING

101-41700-301	AUDITING	0	10,000	8,047	13,000
AUDITING Totals:		0	10,000	8,047	13,000

Acct No	Account Description	01/08-02/08	01/08-02/08	01/09-02/09	01/09-02/09
		Pri YTD Actual	Pri YTD Budget	Cur YTD Actual	Cur YTD Budget

*Expense:*

GENERAL FUND

LAW ENFORCEMENT

101-42100-304	LEGAL SERVICES-PROSECUTIO	329	6,000	1,162	6,000
101-42100-310	LAW ENFORCEMENT-CONTRACT	23,626	139,500	37,557	150,232
101-42100-311	POLICE SIDE LEASE	11,849	46,000	11,912	47,649
101-42100-439	PUBLIC SAFETY-OTHER	0	700	0	0
LAW ENFORCEMENT Totals:		35,804	192,200	50,631	203,881

FIRE

101-42200-309	FIRE PROTECTION	12,997	51,986	14,600	58,314
101-42200-311	FIRE SIDE LEASE	13,411	53,642	13,576	55,825
FIRE Totals:		26,408	105,628	28,176	114,139

ZONING

101-42400-308	ZONING CONTRACT	311	2,400	239	4,000
101-42400-309	PUBLIC NOTICES	0	0	0	0
101-42400-310	BLDG. INSPECTIONS-CONTRAC	11,915	57,000	5,067	30,000
101-42400-438	MISCELLANEOUS-SALES TAX	0	400	0	400
ZONING Totals:		12,226	59,800	5,306	34,400

CIVIL DEFENSE

101-42500-310	CIVIL DEFENSE	0	25,000	0	0
101-42500-381	UTILITY SERVICES-ELECTRIC	0	350	4	100
CIVIL DEFENSE Totals:		0	25,350	4	100

ENGINEERING

101-42600-303	ENGINEERING FEES	0	6,000	4,600	8,000
ENGINEERING Totals:		0	6,000	4,600	8,000

Acct No	Account Description	01/08-02/08	01/08-02/08	01/09-02/09	01/09-02/09
		Pri YTD Actual	Pri YTD Budget	Cur YTD Actual	Cur YTD Budget
<u>GENERAL FUND</u>					
<u>ANIMAL CONTROL</u>					
101-42700-309	ANIMAL CONTROL	0	3,600	0	0
	ANIMAL CONTROL Totals:	0	3,600	0	0
<u>CONTRACT UTILITY AND ROADS</u>					
101-43100-229	R&M SUPPLIES-OTHER	0	0	0	0
101-43100-309	PROFESSIONAL SVCS-OTHER	0	500	0	500
101-43100-381	S&R-UTILITY SERVICES-ELEC	9	4,400	420	4,600
101-43100-409	R&M CONTRACTURAL-OTHER(RE	0	75,000	0	75,000
	CONTRACT UTILITY AND ROADS Totals:	9	79,900	420	80,100
<u>PUBLIC WORKS</u>					
101-43900-219	OPERATIONAL SUPPLIES-OTHE	0	0	0	0
101-43900-226	SIGNS	675	1,025	0	1,000
101-43900-309	PROFESSIONAL SERVICES-OTH	0	2,000	0	2,000
101-43900-310	STREETS-CONTRACTURAL	0	8,000	0	8,350
101-43900-311	STORM SEWER-CONTRACTURAL	147	2,750	228	2,750
101-43900-312	SNOW PLOWING-CONTRACUTRAL	2,319	12,875	7,430	12,500
101-43900-313	TREEWEED-CONTRACT	0	7,500	723	12,000
101-43900-314	TENNIS COURTS-CONTRACTURA	0	200	0	200
101-43900-315	TAR BIKE PATH-CONTRACT.	0	1,000	0	1,000
101-43900-438	MAINTENANCE CONTRACTURAL	0	0	0	0
	PUBLIC WORKS Totals:	3,141	35,350	8,381	39,800
<u>OUTSIDE CONTRACTORS</u>					
101-45100-225	R&M SUPPLIES-LANDSCAPING	11	0	0	0
101-45100-309	PARKS-PROFESSIONAL SVCS-O	0	0	0	0
101-45100-310	TREEWEED/MOWING-CONTRACT	0	1,000	0	1,000
101-45100-311	TENNIS COURTS-CONTRACTURA	0	0	0	0
101-45100-312	TAR BIKE PATH-CONTRACT.	0	0	0	0
101-45100-313	PARKS-CONTRACTURAL	0	0	0	0
101-45100-438	MISCELLANEOUS-SALES TAX	0	0	0	0
	OUTSIDE CONTRACTORS Totals:	11	1,000	0	1,000

*Expenses*

Acct No	Account Description	01/08-02/08	01/08-02/08	01/09-02/09	01/09-02/09
		Pri YTD Actual	Pri YTD Budget	Cur YTD Actual	Cur YTD Budget
<u>GENERAL FUND</u>					
<u>DEPARTMENT 101-49000</u>					
101-49000-000	MISCELLANEOUS	0	200	0	0
101-49000-310	RECYCLING CONTRACT	0	8,400	1,129	13,185
101-49000-311	GARBAGE-CLEAN UP	0	4,500	0	4,500
101-49000-369	MISCELLANEOUS-INSURANCE	0	6,800	26	7,000
101-49000-433	MISC.-DUES & SUBSCRIPTION	1,683	8,100	1,528	11,213
101-49000-439	OTHER-3% Contingency	0	23,000	100	22,757
101-49000-440	RESERVE REPLENISHMENT	0	57,500	0	57,500
101-49000-720	OPERATING TRANSFER	0	0	0	0
DEPARTMENT 101-49000 Totals:		1,683	108,500	2,783	116,155
GENERAL FUND Totals: (		71,097 )	0 (	118,324 )	0

*Expense*