

Greenwood City Council Meeting

Tuesday, April 7, 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-Approve 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 minutes of 3-3-09
 - B. Recommendation: Approve council minutes of 3-3-09
 - C. Recommendation: Approve special meeting minutes of 3-10-09
 - D. Recommendation: Approve February Treasurer's Report
 - E. Recommendation: Approve March payables \$61,388.57
 - F. Withdraw application for interest-free loan from Met Council
- 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 for clarification and may include items on a future agenda. Comments are limited to three minutes. (see the back for Public Comments Guidelines)
- 7:10 PM 4. Announcements, Presentations and Staff Reports
- A. Engineer, Dave Martini: Storm water plan, inflow & infiltration (I & I), roads
 - B. Mayor Kind: New City website address: www.greenwoodmn.com
New City email address: administrator@greenwoodmn.com
 - C. City Attorney, Mark Kelly: Update on letter to Clear Channel
Update on Dangerous Dog Appeal
- NONE 5. Public Hearings
- 7:30 PM 6. Unfinished Business
- A. Second Reading of Ordinance #163 Establishment of Stormwater Mgmt. Utility Fund
 - B. Second Reading of Ordinance #164 amendment to section 520 Sewer Rates
- 7:40 PM 7. New Business
- A. First reading of Ordinance #165 Establishing Uses of Fire Lanes
 - B. Consider setting a date for "Painting with the Council" to repaint Greenwood signs
 - C. Consider our response to Shorewood's notice to exercise its option to retain the SouthShore Center
- NONE 8. Other Business
- 8:00 PM 9. Council Reports
- A. Fletcher: Planning Commission Report
 - B. Fletcher: Milfoil Report
 - C. Page: Lake Minnetonka Conservation District
- 8:15 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.

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

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

Members present: Mayor Kind, Councilmembers Page, Rose, Fletcher (arrived at 6:05 p.m.) and Quam

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

Mayor Kind called the worksession to order. Councilmember Rose moved to approve the agenda. Councilmember Page seconded the motion. Motion carried.

2. DISCUSS GREENWOOD FEES

Councilmembers discussed various fees, which included the following: dog impound fees, sailboat permit fees, duplicating fees, dock fees, fire/police alarm permit and non-compliance fees, garbage and refuse collector license, gasoline service license, liquor licenses, load limit fee, peddler fees, recycling collection, rental property licenses, sewer rates, sewer lateral connection fee, and sewer cap fee. The Council continued the fee discussion to another worksession in April.

3. ADJOURNMENT

Councilmember Quam moved to adjourn the meeting at 6:50 p.m. Councilmember Fletcher seconded the motion. Motion carried.

Respectfully submitted,

Clare T. Link
Recording Secretary

GREENWOOD CITY COUNCIL MEETING
Tuesday, March 3, 2009 7:00 p.m.
Council Chambers 20225 Cottagewood Road Deephaven MN 55331

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 and Councilmembers Page, Rose, Fletcher and Quam

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

Councilmember Quam moved to approved the meeting agenda. Councilmember Rose seconded the motion. Motion carried.

2. APPROVE CONSENT AGENDA

Councilmember Page moved to approve the Consent Agenda with the exception of Item 2B, which will be moved to Other Business, 8 A. Councilmember Fletcher seconded the motion. Motion carried. Items so approved include the following:

- A. Recommendation: Approve worksession and regular council minutes of 2-3-09.
- 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

3. MATTERS FROM THE FLOOR

Ernie Pivec, 5060 Meadville Street thanked the Council for their hard work resolving the fire lane issue near his house.

4. ANNOUNCEMENTS, PRESENTATIONS & STAFF REPORTS

- A. Virchow Krause 2008 Audit Report
Jim Murray, Virchow Krause was present to review the City's 2008 audit. Highlights included the need to store backup data off-site or in a fireproof safe, review sewer rates, and discussion of adjustments made to journal entries. He reviewed the income statement, net assets, equity, and fund balances. We are currently at 18%; he recommended 25% to 50%. He encouraged keeping an eye on the fund balances.

Councilmember Fletcher asked if pension liabilities are becoming a big issue. Murray stated it is a big issue, but more so with schools.

- B. Minnehaha Creek Watershed District Presentation
Julie Westerlund, Education and Communications Manager, MCWD was present to talk about the impact of land decisions on the health of our lakes and rivers. When land uses change, the flow of water is impacted. She discussed what happens to shorelines and how the city can help to correct the situation. She noted the MCWD performs water quality monitoring. Councilmember Quam asked if the lake cleans the water as it moves. It appears the western side of the lake is more polluted. Westerlund stated the pollutants do seem to settle out as they move from the west to the east.

5. PUBLIC HEARINGS

- A. Stormwater Pollution Prevention Program
Kind stated the metro area is required to submit a stormwater pollution prevention program and have an annual review. Councilmember Rose moved opened the public hearing. Councilmember Fletcher seconded the motion. There were no public comments. Councilmember Rose moved to close the public hearing. Councilmember Fletcher seconded the motion. Motion carried.

6. UNFINISHED BUSINESS

- A. Authorize City Administrator to use credit card (\$5,000 card limit)
Whipple stated the credit limit on the city's credit card has been reduced to a \$5,000 limit. Councilmember Page moved to authorize the City Administrator permission to use the city's credit card up to a \$5000 limit. Councilmember Rose seconded the motion. Motion carried.
- B. Consider options regarding billboards at 20900 Excelsior Blvd.
Kind stated this item was tabled from the February meeting. The billboards are on the eastern side of town and are an eyesore. Our current ordinance states it can be considered abandoned if they are not used for a one year period. Kelly stated his recommendation is to perhaps contact the sign company to voluntarily remove the signs or at least turn the lights off. Page supported contacting the sign company. Councilmember Page moved to direct staff to send the sign company a copy of the ordinance and ask them to remove the sign. Councilmember Quam seconded the motion. Fletcher stated the current ordinance is very clear. Motion carried.

7. NEW BUSINESS

- A. Planning Commission Appointments (Lucking B-1, Mark Spiers B-2)
Kind recommended Lucking and Spiers be reappointed to the Planning Commission. Councilmember Page moved to reappoint Lucking and Spiers

to the Planning Commission. Quam seconded the motion. Motion carried.

- B. Consider Having the Planning Commission Review Lighting Ordinance
Kind read a request from the city's zoning administrator to ask that the Planning Commission review the lighting ordinance. Joan and Tom Moser, 21670 Fairview Street, thanked the City Council for their fast response to their lighting issue. Councilmember Quam moved to request the Planning Commission review the lighting ordinance. Councilmember Rose seconded the motion. Rose suggested the Planning Commission drive around at night to see existing problems. He also suggested they develop a complaint procedure. Motion carried.
- C. Consider Petition from Lakeshore Market for an Amendment to Section 1130 to Permit the On-Site Preparation of Hot Food - Resolution #08-09
Mohamed Kwara, discussed his request to add hot food at his market. Quam asked the applicant what he plans to sell. Mr. Kwara explained what grilled foods he would like to add. Rose believed what is proposed can be done without a grill. Mr. Kwara stated he will use a very small area. The smell would not be a problem. Ernie Pivec, 5060 Meadville discussed health department requirements. Mr. Kwara stated he has contacted the health department. Rob Roy, 21270 Excelsior Boulevard asked the City Council to work with Mr. Kwara and help him accomplish this. He supported the request. Kelly stated there is a draft resolution which outlines the Planning Commission recommendations and addresses specific guidelines and limitations. Page stated he was opposed to amending the code to allow this as a conditional use. Councilmember Page moved to adopt Resolution #08-09 to deny the request. Councilmember Fletcher seconded the motion. Councilmember Quam and Mayor Kind were also against the request. Motion carried 4-1. Rose voted against the motion.
- D. Consider Proposal for Seasonal Barrier on Fire Lane between 5050 & 5060 Meadville Street
Councilmember Fletcher reviewed the cost to install a seasonal barrier on the fire lane between 5050 & 5060 Meadville Street. He suggested it would make sense to review the ordinances further. Councilmember Fletcher moved to request Mark Kelly to draft a proposed amendment to limit the use of fire lanes in Greenwood for motorized vehicle access in the winter and have the first reading at the April meeting. Kind opened the floor for public comments. Motion carried 4-1. Page voted against the motion.
- E. First Reading of Ordinance #163 Establishment of Stormwater Management

Utility Fund

Kelly stated the city engineer requested a stormwater management utility fund be established. Fees would be set based on hardcover percentages at 30% for residential and 9% for commercial. Councilmember Fletcher discussed the stormwater runoff of a larger piece of land vs. a smaller one. Councilmember Quam moved to approve the first reading of Ordinance #163. Councilmember Fletcher seconded the motion. Motion carried.

- F. First Reading of Ordinance #164 - Amendment to Section 520 Sewer Rates
Kelly stated it became apparent these ordinances should all be together. He explained how the rates would be calculated. Councilmember Quam moved to approve the first reading of Ordinance #164. Councilmember Rose seconded the motion. Motion carried.
- G. Discuss Dangerous Dog Appeal
Kelly stated a case has arisen where there were a couple events involving the same dog. He discussed the procedure the police department follows when there is such an event. There is also the right to appeal. He stated he believed there is a need for the same ordinance for all the cities served by SLMPD. There may be an opportunity to hold a hearing at some point in the future. The Council can act as a quasi-judicial board or refer the appeal to an administrative hearing judge. Kelly stated it would be a better use of time to refer the appeal to a judge. Councilmember Fletcher moved to refer any appeal to an administrative hearing judge. Councilmember Rose seconded the motion. Motion carried.
- H. Consider Proposal for Greenwood Beautiful Boulevards Award
Kind stated she would like permission to advertise the lovely landscape award in the quarterly newsletter rather than just the boulevards. She will post pictures on the website. Councilmember Fletcher moved to approve the plan for beautiful boulevards award. Councilmember Page seconded the motion. Motion carried.
- I. Consider Having the Planning Commission Review the Structure Height Limit in the Massing Ordinance
Councilmember Fletcher stated when the massing ordinance was adopted, the suggestion was made that the Planning Commission review the structure height limit. This was not done at that time. Councilmember Fletcher moved to request the Planning Commission review the structure height limit in the massing ordinance. Councilmember Page seconded the motion. Motion carried.

8. OTHER BUSINESS

A. January Treasurer's Report

Councilmember Fletcher suggested more of the city's money be moved into savings accounts. Councilmember Page stated we should also consider the insurance we have on our funds. Whipple noted we are well covered and it is something that was reviewed during the audit. Councilmember Quam will review insurance.

9. COUNCIL REPORTS

A. Kind: South Lake Minnetonka Police

Mayor Kind stated a new union contract has been negotiated.

B. Rose: Southshore Center

Councilmember Rose stated a meeting was held following receipt of a letter from the Friends informing us they would be disbanding.

The Council recessed at 9:00 p.m. and reconvened at 9:05 p.m.

Councilmember Rose stated the five cities discussed the termination and where to go from here. Four out of five city representatives, in a poll, voted to sell the building, should that be an option. He noted the LMCC might be interested in purchasing the building.

Tom Anderson, 4640 Old Camp Road, Friends Board member distributed a packet of information including a history of the building and press releases. He discussed the history and organization of the center. Over the years, block grant money and United Way money went away. They also lost a contract with Met Council for transportation services. Anderson and the Council discussed the cooperative agreement and lease agreement in detail.

He asked the Council to move forward with them and allow them to stay in the building.

Sally Koennecke, LMCC discussed her organization's search for a new building location and might be interested in purchasing the Southshore building.

Kind stated the question before the Council is whether we should move ahead with the Center, sell the building or walk away. Councilmember Page

stated we need to move forward with the joint meeting on March 11. Councilmember Page suggested a special meeting be scheduled to discuss the new information.

- C. Page: Lake Minnetonka Conservation District
Councilmember Page reported on the February 26 meeting which was an expanded version of the MCWD presentation earlier in the meeting. There will be code enforcement of dockage of boats on residential lots in the near future. There are fifty non-compliant sites on the lake.
- D. Fletcher: Planning/Technology Report
Councilmember Fletcher stated the Planning Commission is working on a revised tree ordinance which should be before the City Council soon.

10. ADJOURNMENT

There being no further business, it was moved by Councilmember Quam to adjourn the meeting at 10:26 p.m. Councilmember Rose seconded the motion. Motion carried.

Respectfully submitted,

Clare T. Link
Recording Secretary

City of Greenwood – Special Council Meeting
Greenwood City Council Chambers
20225 Cottagewood Road Deephaven, MN 55331 952-474-6633
Monday, March 9, 2009 10:00 a.m.

Minutes

1. Call to Order/Roll Call

Mayor Kind called the meeting to order at 10:00 a.m.

Council present: Page, Fletcher, Kind and Quam

Council absent: Rose

Staff present: Attorney Kelly, Clerk Whipple

Staff absent: none

Mayor Kind summarized the Southshore Center situation leading to this meeting. The dissolution of the Friends terminates the lease and upon that termination, the building may be sold. The first purchase option goes to Shorewood and the second option is to sell to a third party at a fair market value. There is no provision in the 1996 cooperative agreement for the cities to share operational and capital expenses. If the building is not sold, Greenwood has taken the position that they will be responsible for their share, 3.95% of the bills; not 20% as proposed. Deephaven has voted 5-0 to sell the Center, Tonka Bay is on the fence but leaning towards selling, Excelsior would like to see the Center continue, Shorewood is suggesting a 'dual track' which will be considered at their City Council meeting tonight. The four options for Greenwood to consider are: 1) agree to a new cooperative agreement, 2) sell for fair market value, 3) terminate our participation, or 4) do nothing. Mayor Kind read a letter from a Greenwood resident, Marietta Jacobson, urging the Council not to sell the building.

Greenwood does not recognize the lease between Friends and the newly-formed SouthShore Senior partners (SSSP).

Councilmember Page noted that it appeared the Board of the Friends has done very little fundraising over the last 12-24 months.

The five cities need to find someone or some organization that will manage the building. Councilmember Quam had contacted Dr. Dennis Peterson, Minnetonka Superintendent of Schools, to see if the school district had an interest in purchasing the Southshore Center. A purchase is not an option for them, but they may be interested in a long-term lease.

The Council hopes that if the building is sold, the same type of programming be available to the public. Councilmember Quam suggested a city survey be conducted to find out what the issues or needs of Greenwood residents are. Also, a fair market value for the building needs to be determined.

Chris Lizee, Mayor of Shorewood, asked to speak. She felt the Cities would need to put roughly \$5,000 a year in a capital improvements fund. She wanted the Councils to look forward and consider how this building will be used by future generations.

The Council agreed that:

*They may support a new cooperative agreement if they could stay at the 3.95% share

*They may consider selling after a fair market value has been determined

*The last option would be to terminate participation in the 1996 coop agreement

*Doing nothing was not a good option

Recess at 11:00 a.m. Reconvene at 11:05 a.m.

Councilmember Fletcher read a motion, which was approved then amended by Councilmember Page, to be sent as a letter from Mayor Kind to the other four cities in the cooperative agreement. The amended motion read as follows:

"The City of Greenwood's strong preference is to maintain the use of the building as a Community and Senior Center. The City is not comfortable with the stability or financial wherewithal of the former leaseholder for the Center and would like to have a new manager/leaseholder for the Center if the Cities decide to continue its mission. We agree with the City of Shorewood's position in its letter to Mr. To Anderson dated February 25, 2009, that the Lease Agreement with the Friends has been terminated by the dissolution of the Friends and are asking our City Administrator to send a letter to that effect to Mr. Anderson.

The City of Greenwood does not wish to become involved in managing the Center. The City of Greenwood urges the fair market value of the building to be determined.

If there does not appear to be a viable option for maintaining the building as a Community and Senior Center, the City of Greenwood would be open to considering the outright sale of the building. However, we are strongly concerned that once the building is sold, there may be no realistic option for recreating a community and senior center that serves the five cities. Thus, our preference would not be to rush into this option, but we would not stand in the way of this option if a majority of the other Cities feel that this is the way to proceed or are uninterested in working together jointly to make the Center viable again."

Second by Councilmember Quam Motion carried 4-0

Councilmember Page questioned how valuable an asset the building is to Seniors as only \$10 was listed for donations in 2008. The Council has set a tentative six month timeline to settle the Southshore issue.

Councilmember Page moved to adjourn with a second by Councilmember Fletcher at 11:26 a.m.

Respectfully submitted,

Roberta Whipple
City Administrator

City of Greenwood Treasurer's Report
February, 2009

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FUND	ASSETS	LIABILITIES	TOTAL FUND BALANCE
101 General	45,130.11	\$26,115.66	\$19,014.45
401 Park Improvement	27,054.92	0	\$27,054.92
402 Road Improvement	17,649.15	0	\$17,649.15
602 Sewer	855,835.85	\$520,235.83	\$335,600.02
605 Marina	38,801.79	0	\$38,801.76
	984,471.82	\$546,351.49	\$438,120.30
Bridgewater Bank - Ckg.	\$278,265.29		
Bridgewater Bank - MM	\$159,068.50		
	\$437,333.79		
2008 Ending Reserve Fund Balance	\$130,336.00		
2007 Ending Reserve Fund Balance	\$90,125.00		
2006 Ending Reserve Fund Balance	-\$1,787.00		
2005 Ending Reserve Fund Balance	-\$55,378.00		
2004 Ending Reserve Fund Balance	-\$61,445.00		

Report Criteria:
 Account.Acct No = All
 Account Detail

Acct No	Account Description	01/08-03/08		01/09-03/09	
		Pri YTD Actual	2008 Total Budget	Cur YTD Actual	2009 Total Budget
GENERAL FUND					
TAXES					
101-31010	CURRENT AD VALOREM	2,634	641,896	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	11	34	4	25
101-31910	PENALTIES	0	200	0	100
TAXES Totals:		2,920	646,430	8,824	690,382

LICENSES & PERMITS					
101-32110	3.2 BEER, LIQ & CIGARETTE LICE	7,735	7,302	3,250	2,965
101-32180	OTHER BUSINESS LICENSES/P	1,364	1,500	1,884	1,600
101-32210	BUILDING PERMITS-PUBLIC W	9,336	68,500	3,246	28,000
101-32211	ELEC PERMIT	700	3,000	410	2,000
101-32215	MANAGEMENT REVIEW-BLDG	0	1,000	0	200
101-32240	ANIMAL LICENSE	40	0	0	0
LICENSES & PERMITS Totals:		19,195	81,302	8,790	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	825	3,500	0	3,500
101-34409	RECYCLING FEES	2,728	12,094	3,461	13,478
101-34960	REFUNDS	504	0	0	0

Acct No	Account Description	01/08-03/08		01/09-03/09	
		Pri YTD Actual	2008 Total Budget	Cur YTD Actual	2009 Total Budget

GENERAL FUND					
PUBLIC CHARGES FOR SERVICE (Cont.)					
PUBLIC CHARGES FOR SERVICE Totals:		4,057	20,644	3,511	18,528

FINES & FORFEITURES					
101-35101	COURT FINES	2,045	5,300	1,381	5,300
FINES & FORFEITURES Totals:		2,045	5,300	1,381	5,300

SPECIAL ASSESSMENTS					
101-36100	SPECIAL ASSESSMENTS	0	0	0	1,500
101-36101	SA - PRINCIPAL	0	0	0	0
101-36102	INTEREST	1,861	7,000	439	7,000
101-36201	COPIES	34	50	0	50
101-36220	OTHER INCOME	0	19,500	0	20,100
101-36230	DONATIONS	0	0	0	0
SPECIAL ASSESSMENTS Totals:		1,895	26,550	439	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	4,400	13,200	3,300	13,200
101-41100-122	FICA CONTRIBUTIONS	273	975	205	975
101-41100-123	MEDICARE CONTRIBUTIONS	64	220	48	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	MISCELLANEOUS-OTHER	0	0	0	0
COUNCIL Totals:		4,737	14,905	4,408	16,030

Acct No	Account Description	01/08-03/08	2008 Total	01/09-03/09	2009 Total
		Pri YTD Actual	Budget	Cur YTD Actual	Budget
GENERAL FUND					
ELECTIONS					
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

ADMINISTRATION					
101-41400-101	CLERKS SALARIES-FULL TIME	16,363	63,000	15,072	71,000
101-41400-121	PERA CONTRIBUTIONS	1,064	4,095	1,011	4,795
101-41400-122	FICA CONTRIBUTIONS	1,015	3,906	934	4,410
101-41400-123	MEDICARE CONTRIBUTIONS	237	914	219	1,030
101-41400-125	OTHER RETIREMENT	0	0	0	0
101-41400-139	CLERKS INSURANCE	467	1,430	353	1,440
101-41400-149	UNEMPLOYMENT COMPENSATION	0	0	0	0
101-41400-201	OFFICE SUPPLIES	92	800	61	800
101-41400-202	DUPLICATING	496	5,000	123	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	54	200	17	150
101-41400-249	MINOR EQUIPMENT-OTHER	70	100	0	400
101-41400-309	PROFESSIONAL SERVICES-OTH	1,334	820	75	3,500
101-41400-310	CLERKS CONTRACTURAL	397	800	570	8,500
101-41400-311	OFFICE-RENT	2,768	11,100	2,828	11,500
101-41400-313	PROFESSIONAL SERVICES-COM	1,833	3,710	1,880	3,900
101-41400-321	COMMUNICATIONS-TELEPHONE	346	1,550	382	1,500
101-41400-322	POSTAGE	214	1,300	231	1,400
101-41400-331	TRANSPORTATION-TRAVEL EXP	0	275	40	300
101-41400-334	FREIGHT & EXPRESS	0	0	0	0
101-41400-339	OTHER	10	0	0	25
101-41400-349	ADVERTISING-OTHER	0	0	0	0
101-41400-351	PRINTING-LEGAL NOTICES	640	2,200	3,629	2,000
101-41400-352	GENERAL NOTICES & PUBLIC	0	0	0	0

Acct No	Account Description	01/08-03/08	2008 Total	01/09-03/09	2009 Total
		Pri YTD Actual	Budget	Cur YTD Actual	Budget
GENERAL FUND					
ADMINISTRATION (Cont.)					
101-41400-353	ORDINANCE PUBLICATIONS	0	0	0	0
101-41400-359	OTHER	0	0	0	0
101-41400-371	TRAINING	200	300	0	0
101-41400-372	MEALS/LODGING	0	450	0	50
101-41400-411	RENTALS-OFFICE EQUIPMENT	0	0	603	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	1,335	2,200	65	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:		28,970	104,900	28,093	120,630

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	3,832	25,000	7,935	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:		3,832	25,000	7,935	20,000

AUDITING					
101-41700-301	AUDITING	9,875	10,000	11,797	13,000
AUDITING Totals:		9,875	10,000	11,797	13,000

Acct No	Account Description	01/08-03/08		01/09-03/09	
		Pri YTD Actual	2008 Total Budget	Cur YTD Actual	2009 Total Budget
GENERAL FUND					
LAW ENFORCEMENT					
101-42100-304	LEGAL SERVICES-PROSECUTIO	1,077	6,000	1,852	6,000
101-42100-310	LAW ENFORCEMENT-CONTRACT	47,252	139,500	50,076	150,232
101-42100-311	POLICE SIDE LEASE	11,849	46,000	11,912	47,649
101-42100-439	PUBLIC SAFETY-OTHER	825	700	0	0
LAW ENFORCEMENT Totals:		61,003	192,200	63,840	203,881
FIRE					
101-42200-309	FIRE PROTECTION	25,993	51,986	29,199	58,314
101-42200-311	FIRE SIDE LEASE	26,821	53,642	27,152	55,825
FIRE Totals:		52,814	105,628	56,351	114,139
ZONING					
101-42400-308	ZONING CONTRACT	687	2,400	432	4,000
101-42400-309	PUBLIC NOTICES	0	0	0	0
101-42400-310	BLDG. INSPECTIONS-CONTRAC	13,361	57,000	5,067	30,000
101-42400-438	MISCELLANEOUS-SALES TAX	0	400	0	400
ZONING Totals:		14,048	59,800	5,499	34,400
CIVIL DEFENSE					
101-42500-310	CIVIL DEFENSE	0	25,000	0	0
101-42500-381	UTILITY SERVICES-ELECTRIC	7	350	7	100
CIVIL DEFENSE Totals:		7	25,350	7	100
ENGINEERING					
101-42600-303	ENGINEERING FEES	0	6,000	5,501	8,000
ENGINEERING Totals:		0	6,000	5,501	8,000

Acct No	Account Description	01/08-03/08		01/09-03/09	
		Pri YTD Actual	2008 Total Budget	Cur YTD Actual	2009 Total Budget
GENERAL FUND					
ANIMAL CONTROL					
101-42700-309	ANIMAL CONTROL	0	3,600	0	0
ANIMAL CONTROL Totals:		0	3,600	0	0
CONTRACT UTILITY AND ROADS					
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	691	4,400	827	4,600
101-43100-409	R&M CONTRACTURAL-OTHER(IRE	0	75,000	0	75,000
CONTRACT UTILITY AND ROADS Totals:		691	79,900	827	80,100
PUBLIC WORKS					
101-43900-219	OPERATIONAL SUPPLIES-OTHE	0	0	0	0
101-43900-226	SIGNS	746	1,025	0	1,000
101-43900-309	PROFESSIONAL SERVICES-OTH	0	2,000	0	2,000
101-43900-310	STREETS-CONTRACTURAL	73	8,000	76	8,350
101-43900-311	STORM SEWER-CONTRACTURAL	1,469	2,750	380	2,750
101-43900-312	SNOW PLOWING-CONTRACUTRAL	5,775	12,875	9,679	12,500
101-43900-313	TREE/WEEED-CONTRACT	0	7,500	875	12,000
101-43900-314	TENNIS COURTS-CONTRACTURA	0	200	0	200
101-43900-315	TAR BIKE PATH-CONTRACT.	73	1,000	190	1,000
101-43900-438	MAINTENANCE CONTRACTURAL	0	0	0	0
PUBLIC WORKS Totals:		8,138	35,350	11,200	39,800
OUTSIDE CONTRACTORS					
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	TREE/WEEED/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

Acct No	Account Description	01/08-03/08		01/09-03/09	
		Pri YTD Actual	2008 Total Budget	Cur YTD Actual	2009 Total Budget
<u>GENERAL FUND</u>					
<u>DEPARTMENT 101-49000</u>					
101-49000-000	MISCELLANEOUS	0	200	0	0
101-49000-310	RECYCLING CONTRACT	1,342	8,400	3,386	13,185
101-49000-311	GARBAGE-CLEAN UP	0	4,500	0	4,500
101-49000-369	MISCELLANEOUS-INSURANCE	0	6,800	280	7,000
101-49000-433	MISC.-DUES & SUBSCRIPTION	3,092	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:		4,434	108,500	5,294	116,155
GENERAL FUND Totals: (158,448)	0 (177,968)	0

Acct No	Account Description	01/08-03/08		01/09-03/09	
		Pri YTD Actual	2008 Total Budget	Cur YTD Actual	2009 Total Budget
<u>DEBT SERVICE FUND</u>					
<u>SPECIAL ASSESSMENTS</u>					
301-36101	SA - PRINCIPAL	0	0	0	0
301-36102	SA - INTEREST	0	0	0	0
301-36210	INTEREST EARNINGS	0	0	0	0
SPECIAL ASSESSMENTS Totals:		0	0	0	0
<u>OTHER FINANCING SOURCES</u>					
301-39200	INTERFUND OPERATING TRANS	0	0	0	0
OTHER FINANCING SOURCES Totals:		0	0	0	0
<u>DEPARTMENT 301-47000</u>					
301-47000-602	IMPROVEMENT BOND-PRINCIP	0	0	0	0
301-47000-612	IMPROVEMENT BOND-INTEREST	0	0	0	0
301-47000-620	FISCAL AGENTS' FEE	0	0	0	0
DEPARTMENT 301-47000 Totals:		0	0	0	0
<u>OTHER FINANCING SOURCES</u>					
301-49300-720	OPERATING TRANSFERS	0	0	0	0
OTHER FINANCING SOURCES Totals:		0	0	0	0
DEBT SERVICE FUND Totals:		0	0	0	0

Check Issue Date(s): 03/01/2009 - 03/31/2009

Per	Date	Check No	Vendor No	Payee	Amount
03/09	03/20/2009	9400	685	VOID - WHIPPLE, ROBERTA	69.19 -M
03/09	03/12/2009	9568	10	AMERICAN SOLUTIONS / BUSINESS	81.67
03/09	03/12/2009	9569	51	BOLTON & MENK, INC.	900.69
03/09	03/12/2009	9570	615	Cardmember Services	64.13
03/09	03/12/2009	9571	660	CLARE T. LINK	200.00
03/09	03/12/2009	9572	105	METROPOLITAN COUNCIL ENV SERV	3,113.87
03/09	03/12/2009	9573	68	ONE CALL CONCEPTS	13.05
03/09	03/12/2009	9574	701	Popp Telecom	117.19
03/09	03/12/2009	9575	38	SOUTH LAKE MINNETONKA POLICE	12,519.00
03/09	03/12/2009	9576	745	Vintage Waste Systems	1,128.75
03/09	03/12/2009	9577	646	VIRCHOW KRAUSE & COMPANY	3,750.00
03/09	03/12/2009	9578	717	VISI	30.58
03/09	03/12/2009	9579	145	XCEL	717.74
03/09	03/20/2009	9581	685	WHIPPLE, ROBERTA	69.19
03/09	03/30/2009	9587	738	AVENET, LLC	75.00
03/09	03/30/2009	9588		Information Only Check	.00 V
03/09	03/30/2009	9589	9	CITY OF DEEPHAVEN	4,422.33
03/09	03/30/2009	9590	52	EXCELSIOR FIRE DISTRICT	28,175.70
03/09	03/30/2009	9591	3	KELLY LAW OFFICES	4,278.00
03/09	03/30/2009	9592	126	LEAGUE OF MN CITIES INS TRUST	254.00
03/09	03/30/2009	9593	742	Marco, Inc.	189.22
03/09	03/30/2009	9594	578	Minnesota Life	5.55
03/09	03/30/2009	9595	136	Sun Newspapers	71.50
03/09	03/30/2009	9596	600	Union Security Insurance Compa	112.25
03/09	03/30/2009	9597	745	Vintage Waste Systems	1,128.75
03/09	03/30/2009	9598	685	WHIPPLE, ROBERTA	39.60
Totals:					<u>61,388.57</u>

Vendor	Vendor Name	Invoice No	Description	Inv Date	Net Inv Amt
AMERICAN SOLUTIONS / BUSINESS					
10	AMERICAN SOLUTIONS / BUSIN	00101932	Utility Billing Paper	02/25/2009	81.67
Total AMERICAN SOLUTIONS / BUSINESS					81.67
AVENET, LLC					
738	AVENET, LLC	19204	Domain Name Set-up Charge	03/17/2009	75.00
Total AVENET, LLC					75.00
BOLTON & MENK, INC.					
51	BOLTON & MENK, INC.	0123343	ENGINEER FEES - Surfact Water Mgmt.	02/23/2009	686.19
		0123344	ENGINEER FEES	02/23/2009	214.50
Total BOLTON & MENK, INC.					900.69
Cardmember Services					
615	Cardmember Services	0309	Computer Hardware/Software	03/03/2009	64.13
Total Cardmember Services					64.13
CITY OF DEEPHAVEN					
9	CITY OF DEEPHAVEN	0309	February-Zoning	03/30/2009	193.34
			RENT & EQUIPMENT		942.68
			DEPUTY CLERK		68.14
			Postage		157.97
			COPIES		12.60
			SEWER		228.17
			SNOW PLOWING		2,249.00
			BIKE PATH		190.14
			STREET		76.06
			WEED & TREE		76.06
			PARK MAINTENANCE		76.06
			STORM SEWERS		152.11
Total CITY OF DEEPHAVEN					4,422.33
CLARE T. LINK					
660	CLARE T. LINK	0309	Council Minutes	03/03/2009	200.00
Total CLARE T. LINK					200.00
EXCELSIOR FIRE DISTRICT					
52	EXCELSIOR FIRE DISTRICT	41509	2nd quarter operations	03/18/2009	14,599.63
			2nd quarter facilities		13,576.07
Total EXCELSIOR FIRE DISTRICT					28,175.70
KELLY LAW OFFICES					
3	KELLY LAW OFFICES	5556	GENERAL LEGAL	03/24/2009	3,588.00
		5557	Prosecution	03/24/2009	690.00
Total KELLY LAW OFFICES					4,278.00
LEAGUE OF MN CITIES INS TRUST					
126	LEAGUE OF MN CITIES INS TRU	30686	Municipality Insurance	03/11/2009	254.00

Vendor	Vendor Name	Invoice No	Description	Inv Date	Net Inv Amt
	Total LEAGUE OF MN CITIES INS TRUST				254.00
Marco, Inc.					
742	Marco, Inc.	120107370	Copier lease	03/14/2009	189.22
	Total Marco, Inc.				189.22
METROPOLITAN COUNCIL ENV SERV					
105	METROPOLITAN COUNCIL ENV	0000893870	Monthly wastewater Charge	03/03/2009	3,113.87
	Total METROPOLITAN COUNCIL ENV SERV				3,113.87
Minnesota Life					
578	Minnesota Life	0409	Clerk's Life Insurance	03/13/2009	5.55
	Total Minnesota Life				5.55
ONE CALL CONCEPTS					
68	ONE CALL CONCEPTS	9020534	Gopher State One Call	02/28/2009	13.05
	Total ONE CALL CONCEPTS				13.05
Popp Telecom					
701	Popp Telecom	1764637	Local, Long dist. & DSL	02/28/2009	117.19
	Total Popp Telecom				117.19
SOUTH LAKE MINNETONKA POLICE					
38	SOUTH LAKE MINNETONKA POL	0409	April operating budget	04/01/2009	12,519.00
	Total SOUTH LAKE MINNETONKA POLICE				12,519.00
Sun Newspapers					
136	Sun Newspapers	1166227	Ord #160	03/12/2009	71.50
	Total Sun Newspapers				71.50
Union Security Insurance Compa					
600	Union Security Insurance Compa	0409	Clerk's short-term disability Clerk's long-term disability	03/17/2009	13.50 98.75
	Total Union Security Insurance Compa				112.25
Vintage Waste Systems					
745	Vintage Waste Systems	0209	City Recycling Contract	02/27/2009	1,128.75
		0309	City Recycling Contract	03/26/2009	1,128.75
	Total Vintage Waste Systems				2,257.50
VIRCHOW KRAUSE & COMPANY					
646	VIRCHOW KRAUSE & COMPANY	VK370564	2008 Audit-partial	02/28/2009	3,750.00
	Total VIRCHOW KRAUSE & COMPANY				3,750.00
VISI					
717	VISI	1688549	Annual Domain Name Regis. Fee	02/23/2009	30.58

Vendor	Vendor Name	Invoice No	Description	Inv Date	Net Inv Amt
Total VISI					30.58
WHIPPLE, ROBERTA					
685	WHIPPLE, ROBERTA	0309	Jan. Feb. March mileage @.55	03/27/2009	39.60
Total WHIPPLE, ROBERTA					39.60
XCEL					
145	XCEL	216479275	SIREN	02/24/2009	3.92
		261479274	Street Light -Meadville	02/24/2009	9.50
		261561425	LIFT STATION #1	02/24/2009	177.18
		261567213	LIFT STATION #2	02/24/2009	30.08
		261567520	LIFT STATION #4	02/24/2009	25.42
		261582753	LIFT STATION #3	02/24/2009	17.39
		261596077	LIFT STATION #6	02/24/2009	56.71
		262075439	Street Light - Sleepy Hollow	02/27/2009	9.51
		262295301	Street Lights	03/03/2009	388.03
Total XCEL					717.74
Total Paid: 61,388.57					
Total Unpaid: -					
Grand Total: 61,388.57					

Pay Per Date	Jrnl	Check Date	Check Number	Payee	Emp No	Amount
03/01/09	PC	03/02/09	9562	Debra J. Kind	34	277.05
03/01/09	PC	03/02/09	9563	Fletcher, Thomas M	33	84.70
03/01/09	PC	03/02/09	9564	H. Kelsey Page	35	184.70
03/01/09	PC	03/02/09	9565	Quam, Robert	32	184.70
03/01/09	PC	03/02/09	9566	WHIPPLE, ROBERTA L.	21	1,605.76
03/01/09	PC	03/02/09	9567	William Rose	36	184.70
03/15/09	PC	03/16/09	9580	WHIPPLE, ROBERTA L.	21	1,626.26
Grand Totals:						<u>4,147.87</u>

Recipient:	City of Greenwood	Loan No.:	L-2009-01
Loan Amount:	\$ 6,412.00	End Date:	February 28, 2011

**METROPOLITAN COUNCIL
LOCAL PLANNING ASSISTANCE PROGRAM**

LOAN AGREEMENT

THIS LOAN AGREEMENT is made and entered into by the Metropolitan Council ("Council") and the metropolitan-area governmental unit identified above as the loan "Recipient."

WHEREAS, Minnesota Statutes section 473.867 requires the Council to establish a planning assistance fund for the purpose of making grants and loans to local governmental units to assist local governmental units in the seven-county metropolitan area conduct and implement comprehensive planning activities, including the review and amendment of local comprehensive plans and fiscal devices and official controls as required by section 473.864, subdivision 2; and

WHEREAS, in March 2005 the Council adopted guidelines and implementation criteria for the planning assistance fund and subsequently published *Metropolitan Council Local Planning Assistance Loan Guidelines*; and

WHEREAS, pursuant to *Metropolitan Council Local Planning Assistance Loan Guidelines*, planning assistance loan funds shall not exceed seventy-five percent of the total costs and expenses of the work plan, service or activity for which the loan is awarded; and

WHEREAS, the Recipient is a city, county or town in the metropolitan area as defined in Minnesota Statutes section 473.121, or is a metropolitan-area city, town or county acting in partnership with cities or towns which was authorized to submit a joint application and execute this Agreement on behalf of the partnership; and

WHEREAS, the Recipient submitted an application for local planning assistance loan funds and was awarded a loan to fund eligible comprehensive planning activities identified in the application.

NOW THEREFORE, in reliance on the representations and statements above and in consideration of the mutual promises and covenants contained in this Agreement, the Recipient and the Council agree as follows:

I. DEFINITIONS

1.01 Definition of Terms. For the purposes of this Agreement, the terms defined in this paragraph have the meanings given them in this paragraph unless otherwise provided or indicated by the context.

- (a) "**Comprehensive Development Guide**" means the comprehensive development guide for the seven-county metropolitan area adopted by the Council pursuant to Minnesota Statutes section 473.145, and the policy plans and other components of the development guide adopted by the Council pursuant to Minnesota Statutes Chapter 473, including the *2030 Regional Development Framework* adopted by the Council pursuant to Minnesota Statutes section 473.145.

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- (b) "**Comprehensive Plan**" means a comprehensive plan which complies with Minnesota Statutes sections 473.858 through 473.865, including those provisions in section 473.859 which require housing elements and housing implementation programs.

- (c) "**Metropolitan Land Planning Act**" means the land use planning provisions of Minnesota Statutes Chapter 473, including Minnesota Statutes section 473.175 and sections 473.851 through 473.871, as amended.

II. LOAN FUNDS

2.01 Loan Amount. The Council will provide to the Recipient the "Loan Amount" identified at Page 1 of this Agreement which the Recipient shall use for authorized purposes and eligible activities. Any reduction or termination of the match amount required under Paragraph 2.02 may result in a like reduction in the Loan Amount.

2.02 Seventy-Five Percent Limit. The Loan Amount provided to the Recipient under this Agreement may be used to pay up to seventy-five (75) percent of the total costs and expenses of the work plan, services and activities described in the Recipient's work plan and budget. The Recipient shall match the Loan Amount received from the Council on at least a one-for-three basis. The matching funds may include in-kind work or cash and shall be identified in the work plan budget and in the progress reports required under Paragraph 3.01.

2.03 Authorized Use of Funds. The Loan Amount provided to the Recipient under this Agreement shall be used only for the purposes and eligible activities described in the Recipient's work plan and budget as approved by the Council. A copy of the Recipient's approved work plan and budget is attached to and incorporated into this Agreement as Attachment A. Eligible activities include, but are not limited to, staff pay, consultant and professional services, printing and publishing. Loan funds may not be used for per diem payments to appointed or elected board or commission members. Loan funds also may not be used to purchase or acquire equipment or other tangible, non-expendable personal property or for activities inconsistent with the Council's Comprehensive Development Guide, the Metropolitan Land Planning Act, Minnesota's Critical Areas Act or other applicable state laws. The Recipient agrees to promptly remit to the Council any unspent loan funds and any loan funds which are not used for the authorized purposes specified in this paragraph.

2.04 Disbursement Schedule. The Council will disburse the Loan Amount to the Recipient within thirty (30) days after final execution of this Agreement.

2.05 Interest Earnings. If the Recipient earns any interest or other income from the Loan Amount received from the Council under this Agreement, the Recipient will use the interest earnings or income only for the purposes of implementing the work plan activities described in Attachment A.

III. REPORTING, ACCOUNTING AND AUDIT REQUIREMENTS

3.01 Progress Reports. The Recipient will provide to the Council's authorized agent a written midpoint progress report and a written final progress report describing the status of the work plan activities described in Attachment A. These reports ensure the Loan Amount made available under this Agreement is appropriately expended as described in the work plan and budget. The reports shall be subject to the following content and schedule requirements.

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(a) **Midpoint Progress Report.** At approximately the midpoint of the Recipient's work plan activities, the Recipient must submit to the Council a written midpoint progress report which includes: a summary of the work plan activities undertaken and completed to date; a summary of work plan activities to be accomplished during the remaining months of the work plan; and a summary of unanticipated issues and opportunities that affect the work plan, time schedule for project completion, or budget. The midpoint progress report also must include a summary of project costs and sources of funds for those expenditures, and a list of itemized expenditures of funds received from the Council and matching funds by category in the budget.

(b) **Final Progress Report.** Upon completion of the work plan activities described in Attachment A, the Recipient must submit to the Council a written final progress report which includes: a summary of the work plan activities undertaken and completed since the submission of the midpoint progress report; a summary of project outcomes, costs and sources of funds for those expenditures; and a list of itemized expenditures of the Loan Amount received from the Council and matching funds by category in the budget.

3.02 Accounting and Records. The Recipient agrees to establish and maintain accurate and complete accounts, financial records and supporting documents relating to the receipt and expenditure of the Loan Amount received from the Council. Notwithstanding the expiration and termination provisions of Paragraphs 4.01 and 4.02, such accounts and records shall be kept and maintained by the Recipient for a period of three (3) years following the completion of the work plan activities described in Attachment A. If any litigation, claim or audit is started before the expiration of the three-year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved or until the end of the regular three-year period, whichever is later. The Recipient will keep proper financial records and other appropriate documents sufficient to evidence the nature and expenditure of the match funds required under Paragraph 2.02.

3.03 Audits. The above accounts and records of the Recipient shall be audited in the same manner as all other accounts and records of the Recipient and accounting shall be in accordance with generally accepted government auditing standards covering financial and compliance audits. The accounts and records may be audited or inspected on the Recipient's premises, or otherwise, at any time by individuals or organizations designated and authorized by the Council or by appropriate state or federal agencies, following reasonable notification to the Recipient, for a period of three (3) years following the completion of the work plan activities described in Attachment A.

3.04 Authorized Agent. The Council's authorized agent for purposes of administering this Agreement is Thomas Caswell, or another designated Council employee. Written reports submitted to the Council should be directed to the attention of the authorized agent at the following address:

Metropolitan Council
Community Development Division
390 North Robert Street
Saint Paul, Minnesota 55101-1805

IV. LOAN AGREEMENT TERM

4.01 Term and End Date. This Agreement is effective upon execution of the Agreement by the Council. Unless terminated pursuant to Paragraph 4.02 or extended by written agreement pursuant to Paragraph 4.03, this Agreement will expire on the "End Date" identified at Page 1 of this Agree-

ment. The term of this Agreement may be extended by written agreement of the Council and the Recipient but, pursuant to Minnesota Statutes section 473.867, subdivision 5, the term of this Agreement shall not exceed five (5) years. Notwithstanding the End Date of this Agreement, the Recipient must complete and submit its comprehensive plan update by the statutory deadline for submitting decennial updates or the Council-authorized extension of the update submission deadline, whichever date is later.

4.02 Termination. This Agreement may be terminated by the Council for cause at any time upon fourteen (14) calendar days' written notice to the Recipient. Cause shall mean a material breach of this Agreement and any amendments of this Agreement. Termination of this Agreement does not alter the Council's authority to recover funds on the basis of a later audit or other review, and does not alter the Recipient's obligation to return any funds due to the Council as a result of later audits or corrections. If the Council determines the Recipient has failed to comply with the terms and conditions of this Agreement, the Council may take any action to protect its interests and may require the Recipient to return all or part of the funds.

4.03 Amendment. The Council and the Recipient may amend this Agreement by written mutual consent. Amendments, changes or modifications to the Recipient's approved work plan and budget shall be effective only on the execution of written amendments signed by authorized representatives of the Council and the Recipient.

V. INTEREST AND REPAYMENT

5.01 Interest. The Loan Amount made available under this Agreement shall carry no interest rate.

5.02 Repayment Schedule. The entire Loan Amount is due and payable on or before the End Date identified at Page 1 of this Agreement. At the Recipient's option, the Recipient may repay the entire Loan Amount any time prior to the End Date or make partial repayments prior to the End Date.

VI. GENERAL PROVISIONS

6.01 Equal Opportunity. The Recipient agrees it will not discriminate against any employee or applicant for employment because of race, color, creed, religion, national origin, sex, marital status, status with regard to public assistance, membership or activity in a local civil rights commission, disability, sexual orientation or age and will take affirmative action to insure applicants and employees are treated equally with respect to all aspects of employment, rates of pay and other forms of compensation and selection for training. The Recipient and its contractors are encouraged to take affirmative action to use women/minority/disadvantaged businesses in its assisted planning activities.

6.02 Conflict of Interest. The members, officers and employees of the Recipient shall comply with all applicable federal and state statutory and regulatory conflict of interest laws and provisions.

6.03 Liability. To the fullest extent permitted by law, the Recipient shall defend, indemnify and hold harmless the Council and its members, employees and agents from and against all claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from the conduct or implementation of the funded work plan activities. This obligation shall not be construed to negate, abridge or otherwise reduce any other right or obligation of indemnity which otherwise would exist between the Council and the Recipient. The provisions of this paragraph

shall survive the expiration or termination of this Agreement. This indemnification shall not be construed as a waiver on the part of either the Recipient or the Council of any immunities or limits on liability provided by Minnesota Statutes Chapter 466, or other applicable state or federal law.

6.04 Compliance with Law. The Recipient agrees to conduct the work plan activities in compliance with all applicable provisions of federal, state and local laws.

6.05 Acknowledgment. The Recipient shall appropriately acknowledge the funding assistance provided by the Council in promotional materials, reports, publications and notices relating to the project activities funded under this Agreement.

6.06 Warranty of Legal Capacity. The individual signing this Agreement on behalf of the Recipient represents and warrants that the individual is duly authorized to execute this Agreement and that this Agreement constitutes the Recipient's valid, binding and enforceable agreements.

IN WITNESS WHEREOF, the Recipient and the Council have caused this Agreement to be executed by their duly authorized representatives. This Agreement is effective on the date of final execution by the Council.

Approved as to form:

METROPOLITAN COUNCIL

Associate General Counsel

By: _____
Guy Peterson, Director
Community Development Division

Date: _____

RECIPIENT

By: _____
(Signature of Authorized Representative)

Name: _____

Title: _____

Date: _____

By: _____
(Signature of Authorized Representative)

Name: _____

Title: _____

Date: _____





BOLTON & MENK, INC. 4A

Consulting Engineers & Surveyors

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

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

www.bolton-menk.com

March 23, 2009

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

RE: 2009 Sanitary Sewer Evaluation

Dear Mr. Quam:

In order to evaluate the need for sanitary sewer improvements in 2009 I have reviewed the City's Sanitary Sewer Evaluation report that was prepared in 2007. As you will recall, the 2007 report indicates that the City's sanitary sewer system is in generally good condition. However, the report did identify the following deficiencies at various locations throughout the system:

- Roots in joints and lateral connections
- Mineral deposits around lateral connections
- Debris in lateral connections
- Cracked pipe
- Mineral deposits around joints
- Offset joints
- Deformed pipe
- Sags

As you will recall, to spread the cost of needed improvements over several years, the sanitary sewer system was divided into eight sewer districts. In 2008, needed sewer improvements were identified and completed in Districts 1 and 2. This work included cleaning portions of the system to remove roots and mineral deposits, and sealing lateral connections and pipe joints. In addition, all of the manholes in Districts 1 and 2 were inspected to determine the extent of work that was needed to reduce or eliminate infiltration. As a result, work was completed on several manholes to seal covers, adjusting rings, joints, and cracks. Manhole improvements accounted for the majority of the construction costs, which totaled approximately \$36,000.

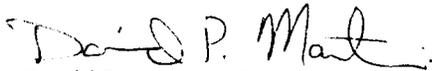
In 2009, I recommended that the City consider making the sewer improvements that have been identified for Districts 3 and 4. The recommended improvements are as follows:

Location	MH to MH	Correction
Covington Street	61 to 62	Clean pipe to remove debris.
Fairview Street	64 to 65	Clean pipe to remove heavy debris.
Fairview Street	67 to 68	Clean pipe to remove debris. Seal pipe around joint.
Fairview Street Easement	71A to 72	Clean pipe to remove mineral deposits. Seal pipe around joint

The estimated construction cost to clean these segments of sewer and seal leaking joints is \$7,600. However, as with last years project, I also recommend that the sanitary sewer manholes in Districts 3 and 4 be inspected to identify additional sources of infiltration. To improve the efficiency of the repairs, manhole improvements should be combined into one project with the pipe improvements identified above.

For your reference, maps showing the overall sanitary sewer system and sewer districts 3 and 4 are attached. I will be at the City Council meeting on April 7 to answer questions you may have regarding this information, however, please give me a call if you have any questions or need additional information before the meeting.

Sincerely,
BOLTON & MENK, INC.



David P. Martini, P.E.
Project Manager



BOLTON & MENK, INC. 4A

Consulting Engineers & Surveyors

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

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

www.bolton-menk.com

March 24, 2009

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

RE: 2009 Street Improvements

Dear Mr. Quam:

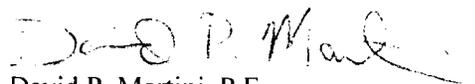
As requested, I have updated the attached maps that indicate the construction history and relative condition of the public streets in Greenwood. Based on our street tour earlier this month, the following street segments have been determined to be in the poorest condition:

- **Greenwood Circle**, from Minnetonka Boulevard to Minnetonka Boulevard (Estimated Cost = \$173,880)
- **Highview Place**, from Minnetonka Boulevard to the cul-de-sac (Estimated Cost = \$39,650)
- **Maple Heights Road**, from Excelsior Boulevard to 150-feet north (Estimated Cost = \$13,250)
- **Meadville Street**, from Fairview Street to 200-feet south (Estimated Cost = \$22,998)
- **Fairview Street**, Patching between Sleepy Hollow Road and Covington Street (Estimated Cost = \$19,340)

The planning level cost estimates that have been provided are based on a project scope of removing the pavement, re-compacting the aggregate base, and placing 3-inches of new bituminous surface. Additional costs have been added to the Greenwood Circle and Meadville cost estimates for drainage improvements. All cost estimates include a 10% contingency and 20% for soft costs. Once a proposed project is identified by the City, a more detailed scope of work will be prepared and the cost estimates will be revised as necessary.

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

Sincerely,
BOLTON & MENK, INC.


David P. Martini, P.E.
Senior Project Manager

**STREET IMPROVEMENTS
CITY OF GREENWOOD**

MARCH 2009

GREENWOOD CIRCLE (MINNETONKA BLVD. TO MINNETONKA BLVD.)

DESCRIPTION	APPROX. QUANT.	UNITS	UNIT PRICE	TOTAL
BITUMINOUS MILLING	4,000	SY	\$5.00	\$20,000.00
COMMON EXCAVATION	100	CY	\$12.00	\$1,200.00
SUBGRADE PREPARATION	4,000	SY	\$2.00	\$8,000.00
CLASS 5 AGGREGATE BASE	670	TON	\$20.00	\$13,400.00
MACHINE EXTRUDED BIT CURB	400	LF	\$6.00	\$2,400.00
BITUMINOUS BERM AT DRIVEWAYS	100	LF	\$5.00	\$500.00
MANHOLE CASTING	4	EACH	\$500.00	\$2,000.00
CATCH BASIN	4	EACH	\$1,500.00	\$6,000.00
3" BITUMINOUS WEARING COURSE	4,000	SY	\$17.50	\$70,000.00
TOPSOIL / SOD	500	SY	\$5.00	\$2,500.00
			SUBTOTAL	\$126,000.00
			MOBILIZATION (5%)	\$6,300.00
			CONTINGENCY (10%)	\$12,600.00
			TOTAL ESTIMATED CONSTRUCTION COST	\$144,900.00
			SOFT COST (20%)	\$28,980.00
			TOTAL ESTIMATED PROJECT COSTS	\$173,880.00

HIGHVIEW PLACE

DESCRIPTION	APPROX. QUANT.	UNITS	UNIT PRICE	TOTAL
BITUMINOUS MILLING	1,030	SY	\$5.00	\$5,150.00
SUBGRADE PREPARATION	1,030	SY	\$2.00	\$2,060.00
CLASS 5 AGGREGATE BASE	100	TON	\$20.00	\$2,000.00
3" BITUMINOUS WEARING COURSE	1,030	SY	\$17.50	\$18,025.00
TOPSOIL / SOD	300	SY	\$5.00	\$1,500.00
			SUBTOTAL	\$28,735.00
			MOBILIZATION (5%)	\$1,436.75
			CONTINGENCY (10%)	\$2,873.50
			TOTAL ESTIMATED CONSTRUCTION COST	\$33,045.25
			SOFT COST (20%)	\$6,609.05
			TOTAL ESTIMATED PROJECT COSTS	\$39,654.30

MAPLE HEIGHTS ROAD (EXCELSIOR TO 150' NORTH)

DESCRIPTION	APPROX. QUANT.	UNITS	UNIT PRICE	TOTAL
BITUMINOUS MILLING	300	SY	\$5.00	\$1,500.00
SUBGRADE PREPARATION	300	SY	\$2.00	\$600.00
CLASS 5 AGGREGATE BASE	100	TON	\$20.00	\$2,000.00
3" BITUMINOUS WEARING COURSE	300	SY	\$17.50	\$5,250.00
TOPSOIL / SOD	50	SY	\$5.00	\$250.00
			SUBTOTAL	\$9,600.00
			MOBILIZATION (5%)	\$480.00
			CONTINGENCY (10%)	\$960.00
			TOTAL ESTIMATED CONSTRUCTION COST	\$11,040.00
			SOFT COST (20%)	\$2,208.00
			TOTAL ESTIMATED PROJECT COSTS	\$13,248.00

MEADVILLE STREET (FAIRVIEW STREET TO 200' SOUTH)

DESCRIPTION	APPROX. QUANT.	UNITS	UNIT PRICE	TOTAL
BITUMINOUS MILLING	470	SY	\$5.00	\$2,350.00
SUBGRADE PREPARATION	470	SY	\$2.00	\$940.00
CLASS 5 AGGREGATE BASE	150	TON	\$20.00	\$3,000.00
3" BITUMINOUS WEARING COURSE	470	SY	\$17.50	\$8,225.00
12" CMP CULVERT	30	LF	\$35.00	\$1,050.00
TOPSOIL / SOD	75	SY	\$5.00	\$375.00
			SUBTOTAL	\$15,940.00
			MOBILIZATION (5%)	\$797.00
			CONTINGENCY (10%)	\$1,594.00
			TOTAL ESTIMATED CONSTRUCTION COST	\$18,331.00
			SOFT COST (20%)	\$3,666.20
			TOTAL ESTIMATED PROJECT COSTS	\$21,997.20

FAIRVIEW (PATCHING BETWEEN SLEEPY HOLLOW ROAD AND COVINGTON)

DESCRIPTION	APPROX. QUANT.	UNITS	UNIT PRICE	TOTAL
BITUMINOUS MILLING	470	SY	\$5.00	\$2,350.00
SUBGRADE PREPARATION	470	SY	\$2.00	\$940.00
CLASS 5 AGGREGATE BASE	75	TON	\$20.00	\$1,500.00
3" BITUMINOUS WEARING COURSE	470	SY	\$17.50	\$8,225.00
TOPSOIL / SOD	200	SY	\$5.00	\$1,000.00
			SUBTOTAL	\$14,015.00
			MOBILIZATION (5%)	\$700.75
			CONTINGENCY (10%)	\$1,401.50
			TOTAL ESTIMATED CONSTRUCTION COST	\$16,117.25
			SOFT COST (20%)	\$3,223.45
			TOTAL ESTIMATED PROJECT COSTS	\$19,340.70

4c

KELLY LAW OFFICES

Established 1948

351 SECOND STREET
EXCELSIOR, MINNESOTA 55331

MARK W. KELLY
WILLIAM F. KELLY (1922-1995)

(952) 474-5977
FAX 474-9575

March 17, 2009

Clear Channel Outdoor
3225 Spring Street NE
Minneapolis, MN 55413

**Re: Clear Channel Outdoor Billboards Nos. 43190 and 43220
Excelsior Boulevard, Greenwood, Minnesota**

Dear Clear Channel Communications:

I represent the City of Greenwood, Minnesota. The above-described billboards stand unused but illuminated nightly. Most likely the billboards are not used because of lack of visibility associated with the trees along Highway 7.

The City is concerned that the billboards continue to be illuminated for no purpose. Please review the situation and advise whether or not agreement can be reached to turn off the lights.

Sincerely,

Mark W. Kelly
Attorney for the City of Greenwood

MWK/tas

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 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.

Subd. 3 Fees, Rates and Charges

Stormwater Management Utility fees shall be computed for quarterly payments and invoiced with the sewer/recycling bills. 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. 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.

Stormwater Management Utility fees shall be a charge against the owner of the real property charged.

Subd. 4 Certification of Delinquent Fees

Any Stormwater Management Utility fees thirty (30) or more days past due as of November 1, 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.

Subd. 5 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

AN ORDINANCE OF THE CITY OF GREENWOOD, MINNESOTA PERMITTING REGULATION OF FIRE LANE USE

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

SECTION 1.

The Greenwood Ordinance Code Section 710 – Parking and Driving Regulation is hereby amended by the addition of the following Section:

“Section 710:25 – Regulation of Fire Lane Use.

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

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

DRAFT**MEMORANDUM OF UNDERSTANDING
REGARDING THE INTERIM OPERATION OF THE
SOUTHSHORE COMMUNITY CENTER**

This AGREEMENT is made and entered into this _____ day of _____ 2009, by and between the Cities of **SHOREWOOD, DEEPHAVEN, EXCELSIOR, GREENWOOD** and **TONKA BAY**, (“Cities”) all municipal corporations under the laws of the state of Minnesota.

RECITALS

- A. The Cities entered into a Cooperative Agreement in 1996 for the purpose of jointly constructing a community center (the “Center”) to serve the south lake Minnetonka area;
- B. Pursuant to the Cooperative Agreement, the Cities own the Center as tenants-in-common, with the ownership interest of each city proportionate to each city’s financial investment in the Center;
- C. Under the Cooperative Agreement, the Cities entered into a 25-year Lease with The Friends of the South Lake Minnetonka Senior Community Center (the “Friends”), a non-profit corporation, whereby the Friends had full responsibility for the cost of operating and maintaining the Center;
- D. Due to changes in the funding sources and the resulting financial difficulties, the Friends approached the Cities for assistance in 2007 and again in 2008. The Cities provided assistance with the condition that a long-term solution to funding of the Center be developed before the end of 2008.
- E. No agreement was reached between the Friends and the Cities with respect to funding.
- F. The Cities’ Lease Agreement with the Friends provides that the Lease terminates upon the dissolution of the Tenant and on February 11, 2009, the Friends notified the Cities of its dissolution and the transfer of its assets to SouthShore Senior Partners (“SSSP”), a Minnesota non-profit 501(c)3 organization
- F. The Cities are in the process of developing a short-term agreement with SSSP for operation of the Center and desire to allocate the remaining costs and responsibilities amongst themselves until a permanent solution or sale of the Center is finalized.

NOW, THEREFORE, the parties agree as follows:

AGREEMENT

1. Term. This Agreement is effective March 1, 2009, and will terminate on April 30, 2009, unless extended or renewed by written agreement of the Cities.
2. Effect on Cooperative Agreement. The Cities' Cooperative Agreement dated March 4, 1996, remains in effect except as otherwise expressly modified by this Agreement.
3. Costs of Operation. The Cities agree to share equally the operational costs for the Center for the term of this Agreement. Such costs include any item related to the maintenance and operation of the Center not covered by rental income received through April 30, 2009. The City of Shorewood will act as a fiscal agent for the Cities and will manage deposits and payment of claims associated with the operation and maintenance of the Center for the term of this Agreement. Attachment A to this Agreement illustrates the estimated costs and potential liability for each member community during the term of this Agreement. Attachment A provides estimated costs only and does not affect the Cities' agreement to share operational costs equally if they exceed the estimates in Attachment A. Any excess revenue over expenditures shall be retained by the City of Shorewood to cover attorney and staff time associated with coordinating this effort.
4. Method of Approval. In accordance with the existing Cooperative Agreement, this Agreement shall be binding on all of the Cities upon written approval of two-thirds of the Cities.
5. Appraisal of Center. The Cities agree to share equally the cost of a professional appraisal of the Center to determine its fair market value.
6. Indemnification. The Cities agree that each shall be responsible for its own acts and the results thereof.
7. No Assignment. No City may assign its duties under this Agreement without first obtaining the express written consent of the other Cities.
8. Entire Agreement; Amendments. This Agreement constitutes the entire Agreement between the parties, and no other agreement prior to or contemporaneous with this Agreement shall be effective, except as expressly set forth in paragraph 2 of this Agreement. Any purported amendment to this Agreement is not effective unless it is in writing and executed by all parties.
9. No Waiver By Cities. By entering into this Agreement, the Cities do not waive their entitlement to any immunities under statute or common law.
10. Execution in Counterparts. This Agreement may be executed in counterparts by the parties each of which will be deemed an original, but all of which shall constitute one and the same instrument.
11. Severability. Should any part or portion of this Agreement be deemed illegal or non-binding by a court of law, the remainder of the Agreement shall remain in effect.

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

AGREEMENT FOR THE OPERATION OF THE SOUTHSHORE CENTER

This AGREEMENT is made and entered into this _____ day of _____ 2009, by and between the Cities of **SHOREWOOD, DEEPHAVEN, EXCELSIOR, GREENWOOD** and **TONKA BAY**, all municipal corporations under the laws of the state of Minnesota (“Cities”) and the **SouthShore Senior Partners** (“SSSP”), a Minnesota non-profit 501(c)3 organization.

RECITALS

1. The Cities entered into a Cooperative Agreement in 1996 for the purpose of jointly constructing a community center (the “Center”) to serve the south lake Minnetonka area;
2. Pursuant to the Cooperative Agreement, the Cities own the Center as tenants-in-common, with the ownership interest of each city proportionate to each city’s financial investment in the Center;
3. Under the Cooperative Agreement, the Cities entered into a Lease with The Friends of the South Lake Minnetonka Senior Community Center (the “Friends”), a non-profit corporation, whereby the Friends would operate and maintain the Center;
4. The Cities’ Lease Agreement with the Friends provides that the Lease terminates upon the dissolution of the Tenant;
5. On February 11, 2009, the Friends notified the Cities of its dissolution and the transfer of its assets to SSSP;
6. The Cities desire to continue operation of the Center by temporarily engaging the services of SSSP;
7. The parties wish to define the scope of services and terms of their agreement.

NOW, THEREFORE, the parties agree as follows:

AGREEMENT

1. Term. This Agreement is effective beginning March 1, 2009, and will terminate on April 30, 2009, unless extended or renewed by written agreement of the parties.
2. Scope of Services. SSSP will perform the following services for the Cities:
 - a. In-kind services including opening the Center for activities and closing the building at the end of the day (4:00 – 4:30 p.m.);
 - b. Allow renters to use and access the Center’s kitchen, tables, and chairs consistent with past practice.

3. Use of Center by SSSP. The Cities grant to SSSP use of the SouthShore Center as follows:

- a. Mondays, Wednesdays, and Fridays – 8:15 a.m. Dining room area for Dance Fitness, and first and third Mondays 8:30 a.m. for Happy Feet.
- b. Tuesdays - activity room for Creative Cards at 9:00 a.m. and wood carving 9:30 a.m. Dining room 10:30 Belly Dancing and Dining room for lunch 11:45 to 1:00 and cards at 1:00 p.m.
- c. Wednesday – Activity room from 9-noon for painting.
- d. Thursday – Dining room for lunch from 11:45 – 1:00 p.m. and Bridge at 1:00 p.m.
- e. Friday – Activity room from 9-noon Crafts and dining room 1:00 p.m. Bingo.

The Cities may, at their discretion, grant SSSP additional use of the Center.

4. No Rental of Center by SSSP. SSSP shall not rent or sublease the Center without the express written consent of the Cities.

5. Payment to Cities. SSSP shall pay to the City of Shorewood (as agent for the Cities) the following: a) \$1,200.00 for use of the Center during the term of this Agreement; b) all amounts representing rentals and pre-paid rentals by third parties beginning March 1, 2009 through December 31, 2009.

6. Other Operational Expenses. The City of Shorewood will (as agent for the Cities) collect and pay all operational bills and expenses associated with the general upkeep of the Center including regular janitorial, utilities, and insurance, for the period March 1, 2009 through April 30, 2009.

7. Employees of SSSP. All persons employed by SSSP shall be sole and exclusive employees of SSSP and shall be compensated by SSSP. With respect to such employees, SSSP shall accept full and exclusive liability for all applicable social security, unemployment, workers' compensation or other applicable withholdings, employment taxes, contributions or employee benefits.

8. Indemnification. SSSP will hold harmless and indemnify the Cities, their officials, employees, and agents, from and against any and all claims, losses, liabilities, damages, costs and expenses (including defense, settlement, and reasonable attorney fees) arising out of the performance of SSSP, its employees or agents under this Agreement.

9. No Assignment. SSSP may not assign this Agreement or procure the services of another individual or company to provide services under this Agreement without first obtaining the express written consent of the Cities.

10. Entire Agreement; Amendments. This Agreement constitutes the entire Agreement between the parties, and no other agreement prior to or contemporaneous with this Agreement

shall be effective, except as expressly set forth or incorporated herein. Any purported amendment to this Agreement is not effective unless it is in writing and executed by all parties.

11. No Waiver By Cities. By entering into this Agreement, the Cities do not waive their entitlement to any immunities under statute or common law.

12. Execution in Counterparts. This Agreement may be executed in counterparts by the parties each of which will be deemed an original, but all of which shall constitute one and the same instrument.

13. Severability. Should any part or portion of this Agreement be deemed illegal or non-binding by a court of law, the remainder of the Agreement shall remain in effect.

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

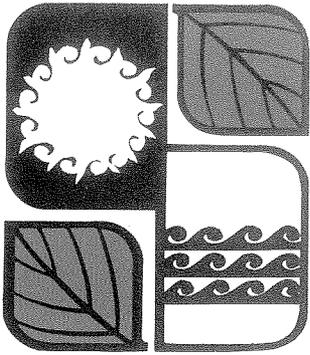
By: _____
Its: Mayor

CITY OF TONKA BAY

Dated: _____

By: _____
Its: City (Clerk) Administrator

By: _____
Its: Mayor



CITY OF SHOREWOOD

5755 COUNTRY CLUB ROAD • SHOREWOOD, MINNESOTA 55331-8927 • (952) 474-3236
FAX (952) 474-0128 • www.ci.shorewood.mn.us • cityhall@ci.shorewood.mn.us

Wednesday, March 25, 2009

Ms. Roberta Whipple
City Administrator
City of Greenwood
20225 Cottagewood Road
Deephaven, MN 55331

Dear Roberta:

This letter is to inform you of the decision of the City Council of the City of Shorewood to acquire the Southshore Community Center as provided for under Section 6, paragraph (a) of the Cooperative Agreement. This Section allows the City of Shorewood to retain the center following the termination of the lease term or termination by action and approval of the Cities. The Friends of the Southshore Senior Center dissolved their organization and this resulted in termination of the lease between the Cities and the Friends; an action which all five cities acknowledged.

The action by the Shorewood Council included direction to negotiate the sale of the Center to the Lake Minnetonka Communications Commission (LMCC). The LMCC stated their offer to purchase the center is only valid until March 25, 2009 and they stated they need an executed purchase agreement by April 15, 2009.

In accordance with the Cooperative Agreement, the City of Shorewood is required to compensate Greenwood \$24,569.00 which represents your city's original contribution. Shorewood has the option to make the payment as one lump-sum or make payments over a ten year period at 8% interest. The City Council has not decided how payments shall be made to each community and will make this determination at a future meeting.

Please inform your City Council of the action taken by the Shorewood Council. Contact me with any questions you have regarding this situation.

Sincerely,

A handwritten signature in black ink, appearing to read "Brian Heck", is written over a faint, illegible typed name.

Brian Heck
City Administrator
City of Shorewood

Cc: City Council



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

9 A
DRAFT

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 David Paeper and Todd Palmberg

Absent: Commissioners John Beal and Mark Spiers

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

2. APPROVE AGENDA

Commissioner Paeper moved to accept the agenda for tonight's meeting. Commissioner Palmberg seconded the motion. Motion carried 3-0.

3. MINUTES OF February 18, 2009.

Commissioner Paeper moved to approve the minutes of February 18, 2009. Chairman Lucking seconded the motion. Motion carried 3-0.

4. LIAISON REPORT

Council Liaison Fletcher updated the Commission on the issues surrounding the status of the Southshore Senior Center, dock and sewer fees and said the Council re-appointed Commissioner Mark Spiers and Chairman Pat Lucking. He said the Council reviewed the ordinance amendment request by the Lakeshore Market and determined it was not in the best interest of the community to amend the ordinance for the requested use, though they were willing to work with the applicant for some limited food service on the site.

He said the Council has directed the Commission to review the ordinance as it pertains to height.

The Council also discussed the issue of exterior lighting and the potential need to change to existing ordinance to address issues that may currently be overlooked. Council Liaison Fletcher said he has personally received comments regarding concerns about flood lighting, holiday lighting beyond the holiday season and lighting on the lakeside of properties. He's also heard that some lighting is necessary for security and others have said the current ordinance is adequate to regulate lighting.

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5. PUBLIC HEARINGS

None

6. OTHER BUSINESS

OUTDOOR LIGHTING ORDINANCE – Discuss potential amendment of the city ordinance to create comprehensive regulations for outdoor lighting.

Zoning Coordinator Karpas said the City Council was approached by residents concerned the lighting on their neighbor's property negatively impacted their property. They have asked that the City consider an amendment to its ordinance to further restrict outdoor lighting.

He said he researched ordinances from adjacent communities to gauge how they regulated outdoor lighting on residential properties and provided the information to the Council. Council discussed this issue at their March 3rd meeting and directed Staff to place this item on tonight's Planning Commission agenda.

He said he 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.

Chairman Lucking said he reviewed the ordinances and aside from the City of Excelsior's ordinance, the ordinances were very similar, including Greenwood's.

City Attorney Kelly said the General Regulations in Section 1140 applied to all zoning districts, but more regulatory language was created about nine years ago for the C-2 District.

Chairman Lucking heard there were some issues related to Bean's Marina in the C-2 District. Zoning Coordinator Karpas said the concerns were currently being addressed under the existing ordinance.

Chairman Lucking felt Greenwood's ordinance was vague and read it out loud for the Commission. He asked about the use of a light meter. Council Liaison Fletcher said he owned a meter and recently used it to address a complaint brought to the Council. He said he took measurements throughout the property and found only one area near the boathouse that was out of compliance due to some holiday lights attached to the roof.

Chairman Lucking wanted to look at Excelsior's ordinance to if there were provisions that could be applied in Greenwood. He acknowledged that the language geared towards commercial uses may not be helpful. He feels a lot of

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the lighting issues in Greenwood are tied to holiday lighting. He said the city needs to define holiday lighting and set limitations on it. Commissioner Paeper didn't think it would be too difficult to define holiday lighting.

Commissioner Palmberg felt holiday lighting could fall under the existing ordinance and be measured by the foot candle standard.

Chairman Lucking noted the intensity measurement in Excelsior's ordinance was a lesser threshold.

Commissioner Palmberg asked what the core issues the city was trying to address with the ordinance amendment. Chairman Lucking said mostly holiday lighting and some miscellaneous other issues.

Chairman Lucking described an incident where realtors marking a house next to his left all the interior lights on over the weekend and the impact it had on his property. Commissioner Palmberg feels that provisions in Excelsior's ordinance would have addressed that issue.

City Attorney Kelly said he liked subdivision C-2, regulating new fixtures and subdivision E, method of measuring light intensity and felt they would be helpful in regulating lighting in the city. He agrees holiday lighting is an issue, but defining holiday may be more complex than the Commission thinks. He said the city can rely on a definition regulating "common" holidays or try and venture into a more complex definition which may not be enforceable. He said the city might want to regulate the number of day and hours of illumination of holiday lighting.

Chairman Lucking agreed that subdivisions C-2 and E would be helpful, but also would like to see some regulations against lights that are left illuminated around the clock for multiple days. He suggested a maximum of three days. Commissioner Palmberg asked why the city cared. He said it's not uncommon for people to leave lights on while they are out of town. He feels it is more important for the city to establish a method for measuring intensity and apply to year around regardless of the type of lighting.

City Attorney Kelly commented that some provisions in the enhanced ordinance applicable to the C-2 zone could be transferred so it applies to all zoning districts. He used the examples of the requirement for down cast and full cut off fixtures. He said a requirement that fixtures come into compliance as they are replaced would help, though there would still be some uses that would take some time, such as the Old Log Theatre.

Commissioner Paeper asked about regulating lake side lighting. City Attorney Kelly said for the most part the city could keep the basic measurement requirement but measuring intensity beyond the shoreline would be difficult. Council Liaison Fletcher said that even though the lighting may not violate the

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foot candle measurement doesn't lessen the impact on a neighboring property. Chairman Lucking said he wanted to be careful because he didn't want to unreasonably limit a person's use of their property.

Commissioner Paeper said he sees value in adding a clause to the ordinance requiring new fixtures to comply with the ordinance. This may lessen the issues over time.

Chairman Lucking felt aside from the language in subdivisions C-2 and E, there would be no other language from Excelsior's ordinance he would add. City Attorney Kelly suggested the addition of language contained in subdivision F-1A, requiring the light source to be hooded or controlled as not to light adjacent properties.

Chairman Lucking would like to give Commissioners Beal and Spiers an opportunity to make their feeling known regarding lighting before drafting an ordinance for public hearing.

Council Liaison Fletcher commented that the existing ordinance already limits the visibility of a light source onto an adjacent property, which, in essence, makes all holiday lighting illegal. He said the Commission needs to consider issues like this as they draft amendments to the ordinance. He said that a foot candle measurement of .5 foot candles is not a lot of light and the Commission may want to consider adopting a lesser standard.

City Attorney Kelly commented that the provisions regulating lighting in the C-2 District should also be moved to regulate lighting in the C-1 District.

The Commission will discuss this item at their April 15th meeting.

VARIANCE APPLICATION AND QUICK REFERENCE DOCUMENT - Review a new Variance application and new quick reference handout for zoning regulations.

Zoning Coordinator Karpas said the attached documents were hybrids from those currently being used by the cities of Deephaven and Woodland.

The proposed variance application includes references to the State Statutes in terms of the criteria that must be met and includes a checklist of required information.

City Attorney Kelly said he would like the opportunity to massage the language on the application to make the questions more direct, forcing applicants to address the specific criteria related to hardship.

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Chairman Lucking commented the quick reference guide was similar to what was previously used by the city and something he has been looking to be included with the building permit for a number of years. He discussed other documents such as general building code regulations and a zoning map that he would also like to see included with the building permit.

The Planning Commission discussed some discrepancies between the zoning map and the established zoning districts in the ordinance. City Attorney Kelly said the districts were established about twelve years ago, but the map was never amended to reflect the changes. Zoning Coordinator Karpas said he would discuss the issue with the City Engineer and try to get updated maps.

Council Liaison Fletcher asked if the Commission was opposed to using the variance application, as is, until the final version is drafted. Commissioner Paeper felt it would be better to wait until the final version is complete.

This item will be further discussed at the April 15th meeting.

MISCELLANEOUS

The Commission discussed various concerns about the use of the Lakeshore Market property, including the sale of vehicles, the signage and the addition of impervious surface above what is permitted.

City Attorney Kelly discussed the enforcement options available to the city and said that each violation must be documented. He will work with staff to address the violations on site. One way of addressing issues in the future would be to adopt a licensing process for convenience stores, requiring annual review.

7. PLANNING COMMISSION LIAISON

There will be no representative from the Planning Commission at the April 7th City Council meeting.

8. ADJOURN

Motion by Commissioner Palmberg to adjourn the meeting. Commissioner Paeper seconded the motion. The meeting was adjourned at 8:15 p.m.

Respectively Submitted
Gus Karpas - Zoning Coordinator

FYI



20225 Cottagewood Road
Deephaven, Minnesota 55331
(952) 474-6633
Fax (952) 401-7587

March 9, 2009

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

Dear Mr. Anderson:

The Greenwood City Council met in a special council meeting this morning to discuss options for the Southshore Community Center.

You had informed the member cities of the Southshore Community Center of the dissolution of the Friends of the Southshore Senior Community Center in a letter dated February 11, 2009. After much discussion and document review, the City of Greenwood agrees with the City of Shorewood's letter of February 25, 2009, and does not accept the newly-drafted rental contract between the Friends and the South Shore Senior Partners.

It is the hope of the Greenwood City Council, that the building can remain viable as a community and senior center.

Cordially,

A handwritten signature in cursive script that reads "Roberta Whipple".

Roberta Whipple
Greenwood City Administrator

- Cc: Greenwood Council
- Deephaven City Administrator
- Excelsior City Manager
- Shorewood City Administrator
- Tonka Bay City Administrator
- Greenwood Attorney

FYI

GREENWOOD PLANNING COMMISSION

Date: Wednesday, April 15, 2009
Location: Deephaven Council Chambers
20225 Cottagewood Road
Time: 7:00 PM

1. Call to order/roll call

OATH OF OFFICE – Administer Oath of Office to Commissioners Pat Lucking and David Paeper

2. Approve agenda

3. Minutes of March 18, 2009

4. Liaison Report

5. Public Hearings

6. New Business

OUTDOOR LIGHTING ORDINANCE – Discuss potential amendment of the city ordinance to create comprehensive regulations for outdoor lighting.

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

CONSTRUCTION MANAGEMENT ORDINANCE – Discuss re-recommending the ordinance to the City Council.

ZONING MAP – Discuss amendment of Zoning Map to reflect districts as described by the City Ordinances.

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.

HARDSHIP CRITERIA – Discuss Hardship and Reasonable Use Standards for Variances.

7. Next Planning Commission Liaison

8. Adjourn

Next Council Meeting – Tuesday, May 5, 2009

Next Planning Commission Meeting – Wednesday, May 20, 2009

FYI



20225 Cottagewood Road
Deephaven, Minnesota 55331
(952) 474-6633
Fax (952) 401-7587

March 26, 2009

Mr. Aaron Bean
P.O. Box 329
Excelsior, MN 55331

Dear Aaron,

This is to follow up the phone conversation we had yesterday about the lighting on your property. As I explained, the light poles located near the bridge and on the opposite side of the island contain light fixtures that do not comply with the City's Ordinances.

The discussed solutions were to replace the fixture on the pole near the bridge with a cobra head or full cut-off fixture and to wrap the fixture on the motion sensor light with sheet metal so it is downcast in nature.

I would suggest prior to installing the new fixture, you contact me so I can verify it is in compliance with the ordinance.

I understand the difficulties you face with bringing the fixtures into compliance due to the winter storage of boats on the property. You indicated to me that the boats would be removed five days after ice-out on the lake, which typically is the first or second week of April. For the purposes on this letter, I would like to see the lights brought into compliance no later than April 20th.

I appreciate your time and willingness to address the lighting issue and look forward to its resolution. Contact me if you have any questions.

Sincerely,

A handwritten signature in black ink, appearing to read "Gus Karpas". The signature is stylized with a large initial "G" and a long, sweeping tail.

Gus Karpas
Zoning Coordinator

Cc: Mayor and City Councilmembers
File

FYI

MEMO



DATE: 3/24/09
TO: Greenwood City Council and Planning Commission Members
FROM: Mayor Deb Kind
SUBJECT: Hardship and Reasonable Use Standards for Variances

At the February 2009 League of Minnesota Cities Leadership Conference, Minnetonka City Attorney Desyl Peterson said that case law over the years has been changing the definition of “hardship and reasonable use” towards a standard of “is the request reasonable.” “Reasonable use” also has been defined as a use made by the majority of property owners within the neighborhood or same zoning district.

Our City Attorney Mark Kelly’s comment: It is true that the courts are moving in that direction when matters are challenged for Cities being arbitrary and capricious. Our goal is to make rulings that are both defensible and reasonable on their face. Until the legislature restates the legal test, (as we set out in our application and must apply in our findings), I recommend that we keep the Court expectations in mind, but adhere to the statutory test.

I am writing this memo to let you know about this new information, so we all can “keep the Court expectations in mind.” In other words, when we review variance requests we can consider whether the request is reasonable and look at the use made by the majority of property owners within the neighborhood or same zoning district.