

AGENDA

Greenwood City Council Meeting

Wednesday, July 9, 2014
20225 Cottagewood Road, Deephaven, MN 55331



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

- 7:00pm 1. CALL TO ORDER ~ ROLL CALL ~ APPROVE AGENDA
- 7:00pm 2. CONSENT AGENDA
Council members may remove consent agenda items for discussion. Removed items will be put under Other Business.
- A. Approve: 05-21-14 City Council / Planning Commission Joint Worksession Minutes
 - B. Approve: 06-04-14 City Council Meeting Minutes
 - C. Approve: 06-18-14 City Council Special Meeting Minutes
 - D. Approve: May Cash Summary Report
 - E. Approve: June Verifieds, Check Register, Electronic Fund Transfers
 - F. Approve: July Payroll Register
 - G. Approve 2nd Reading: Ordinance 233 Amending Sections 1150 and 1155 Determination Relating to Planning Commission Role
 - H. Approve: Resolution 15-14 Summary of Ordinance 233 for Publication
- 7:05pm 3. MATTERS FROM THE FLOOR
This is an opportunity for the public to address the council regarding matters not on the agenda. The council will not engage in discussion or take action on items presented at this time. However, the council may ask for clarification and may include items on a future agenda. Comments are limited to 3 minutes.
- 7:10pm 4. PRESENTATIONS, REPORTS, GUESTS & ANNOUNCEMENTS
- A. Guest: Dave Osmek, State Senator
 - B. Guest: Rick Sundberg, Planning Commission Applicant
 - I. Consider: Res 16-14, Update of City Appointments & Assignments
 - C. Reports: City Engineer Dave Martini
 - I. Discuss: County Aid to Municipalities Application
 - II. Discuss: Minnetonka Blvd Drainage (by Green Woods on the Lake and by barrier posts)
 - III. Discuss: St. Alban's Bay Bridge
 - D. Announcement: Night to Unite, Tuesday 08-05-14
 - E. Announcement: Budget Worksession, 6pm Wednesday 08-06-14 (before council meeting)
- 7:45pm 5. PUBLIC HEARINGS
- A. None
- 7:45pm 6. UNFINISHED BUSINESS
- A. Discuss: Participation with Southshore Center
 - B. Discuss: Request for Day Dock Along LRT Trail Lakefront (near Green Woods on the Lake)
 - C. Consider: Resolution 17-14, Contract with Hennepin County for 2015-2016 Assessments
 - D. Discuss: Potential Special Event Ordinance
 - E. 1st Reading: Ordinance 237, Amending Section 110 Regarding Elections (changing mayor's term from 2 years to 4 years beginning in 2016)
- 8:15pm 7. NEW BUSINESS
- A. Consider: Resolution 18-14, Variance Findings, David Steingas, 21500 Fairview Street
 - B. Discuss: Procedure for Establishing a Lake Improvement District for St. Alban's Bay
 - C. 1st Reading: Ordinance 235, Amending Grading Ordinance
 - D. Discuss: Hardcover Mitigation Ordinance
 - E. Consider: Resolution 19-14, Community Development Block Grant Agreement
 - F. Discuss: Indemnification Relating to the Repeal of Fire Code Appendix D
- 9:30pm 8. OTHER BUSINESS
- A. None
- 9:30pm 9. COUNCIL REPORTS
- A. Cook: Planning Commission, Greenwood Circle Xcel Projects
 - B. Fletcher: Lake Minnetonka Communications Commission, Fire
 - C. Kind: Police, Administration, Mayors' Meetings, Website
 - D. Quam: Roads & Sewer, Minnetonka Community Education, St. Alban's Bay Bridge
 - E. Roy: Lake Minnetonka Conservation District, Lake Improvement District
- 9:45pm 10. ADJOURNMENT



Agenda Item: Consent Agenda

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

Council Action: Required. Possible motion ...

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

Greenwood City Council and Planning Commission Joint Worksession
Wednesday, May 16, 2012
8:00 P.M.

1. Call to Order/Roll Call/Approval Agenda

Mayor Kind called the meeting to order at 8:25 pm.

Council members present: Deb Kind, Bill Cook, Tom Fletcher, Bob Quam and Rob Roy

Planning Commission members present: Lake Bechtell, Kristi Conrad, Pat Lucking, David Paeper and Douglas Reeder

Council members absent: None

Planning Commission members absent: None

Others present: City Attorney Kelly, City Clerk/Zoning Administrator Karpas

2. Introductions

Each person introduced themselves to the group.

3. Open Discussion

The group discussed a number of issues of interest.

A. Discussion on proposed Ordinance 233

Zoning Coordinator Karpas summarized the discussion held at the Planning Commission regarding Ordinance 233, noting they recommended the Council adopt the ordinance as presented. The Commission was supportive of language that would permit the Council to take action on a request without Planning Commission action in the absence of a quorum. They felt this was better language than the previous ordinance which would essentially disband the Planning Commission after a period of lack of membership. Mayor Kind explained this ordinance would supplement that language and the intent was never to disband the Planning Commission. The language discussing disbandment of the Planning Commission was taken from State Statute and not developed by the Council. The Council will consider the first reading of the ordinance at their June 4th meeting.

B. Appendix D of Fire Code

Zoning Coordinator Karpas said the Planning Commission held a public hearing and approved a request for a variance to exceed the maximum permitted impervious surface area at 5140 St. Alban's Bay Road. The variance was necessary to comply with the requirements contained in Appendix D of the Fire Code which states the home either needs to have a fire suppression system or fire access road with a minimum width of twenty feet. The applicant had an approved building permit that complied with the city's zoning requirements, but prior to the issuance of a building permit, the Excelsior Fire District informed them they were not in compliance with the fire code. Appendix D was discussed before the Council and there was no action taken. The property owners met with Chief Gerber and came up with a compromise on the fire access road, which still required a variance of the impervious surface area.

Commissioner Paeper and Councilmember Cook both expressed concern about using the variance process as a means to circumvent a provision of the fire code the city may not like. Cook said he would rather remove Appendix D than set a precedence of issuing variances. Paeper felt the applicant could amend the plan, regardless of Appendix D, to comply with the ordinance.

After more discussion it was decided the Council would consider a Resolution rescinding Appendix D.

Greenwood City Council and Planning Commission Joint Worksession
Wednesday, May 16, 2012
8:00 P.M.

C. Discussion on Proposed Grading Ordinance

The group discussed the proposal to amend the ordinance as it pertained to grading. Zoning Administrator Karpas felt the current standard of a maximum one foot alteration was too restrictive and the city should consider amending the regulations to allow for more flexibility.

Planning Commission Chair Lucking expressed concern about the current enforcement of the ordinance as its written and feels if the amount of alteration is increased, the impact on adjoining properties would be magnified.

The group discussed proposed language changes, agreeing to increase the standard from 1 foot in a 100 sq. ft. area to 1-3 feet in a 300 sq. ft. area, remove an exception for grade alteration around the foundation, and allowing the only exception to be for engineer approved drainage. All other excess alterations would require a variance.

4. Adjournment

Quam moved to adjourn. Second by Roy. The meeting was adjourned at 9:36.

Respectfully submitted
Gus Karpas
City Clerk

MINUTES

Greenwood City Council Meeting

Wednesday, June 4, 2014

20225 Cottagewood Road, Deephaven, MN 55331



1. CALL TO ORDER ~ ROLL CALL ~ APPROVE AGENDA

Mayor Kind called the meeting to order at 7pm.

Members Present: Mayor Kind; Councilmembers Bill Cook, Tom Fletcher, and Rob Roy (arrived at 7:15pm)

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

City Engineer Dave Martini

Members Absent: Councilmember Quam

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

2. CONSENT AGENDA

A. Approve: 05-07-14 City Council Meeting Minutes

B. Approve: April Cash Summary Report

C. Approve: May Verifields, Check Register, Electronic Fund Transfers

D. Approve: June Payroll Register

E. 2nd Reading: Ordinance 229, Amending 1179 Shoreland Management District Ordinance Relating to Impervious Surfaces in Residential Districts

F. 2nd Reading: Ordinance 232, Amending Section 1140.40 Regarding Signs in Residential Areas

Motion by Kind to approve the consent agenda items as presented. Second by Fletcher. Motion passed 3-0.

3. MATTERS FROM THE FLOOR

A. None

4. PRESENTATIONS, REPORTS, GUESTS & ANNOUNCEMENTS

A. Reports: City Engineer Dave Martini

I. Discuss: Road Project Bids & County Aid to Municipalities Application

Motion by Fletcher to approve the \$36,597 bid from Barber Construction and the \$27,061.50 bid from Pearson Bros. for 2014 road projects. Second by Cook. Motion passed 3-0.

II. Discuss: Green Woods on the Lake Drainage Pond Issue

A few residents from the Green Woods on the Lake neighborhood spoke regarding the issues with the pond. View the video for a verbatim account of the comments.

The council directed the city engineer to work with Councilman Quam and come back to the city council in July with a recommendation.

III. Discuss: Potential Removal of Minnetonka Blvd Barrier Posts

Many residents spoke in favor of keeping the barrier posts at the council meeting. No residents spoke in favor of removing the barrier posts. View the video for a verbatim account of the comments.

The city council also received a petition signed by 80+ residents in support of keeping the barrier posts. A copy of the petition is attached to these minutes for the public record.

Motion by Fletcher to direct the city engineer to make a recommendation to resolve the drainage issue, and direct public works to estimate the cost to replace missing posts, repair broken posts, and add reflectors. Second by Cook. Motion passed 4-0.

IV. Discuss: New St. Alban's Bay Bridge Rating (41)

No council action. Councilman Quam will touch base with Excelsior and report back at the July council meeting.

B. Announcement: July 4th Parade, Meet at Greenwood Park (Meadville & Fairview) at 9:45am

No council action taken.

5. PUBLIC HEARINGS

A. Public Hearing: Ordinance 233 Amending Sections 1150 and 1155 Determination Relating to Planning Commission Role

Motion by Cook to open the public hearing. Second by Roy. Motion passed 4-0.

No one spoke during the public hearing opportunity.

Motion by Roy to close the public hearing. Second by Cook. Motion passed 4-0.

6. UNFINISHED BUSINESS

A. Consider: Proposal for Day Dock Along LRT (by Green Woods on the Lake)

A couple residents from the Green Woods on the Lake neighborhood spoke in support of their proposal. View the video for a verbatim account of the comments.

No council action taken. The city attorney is waiting for a written response from the Hennepin County Regional Railroad Authority.

7. NEW BUSINESS

A. 1st Reading: Ordinance 234 Repealing Fire Code Section 315 Appendix D

Motion by Roy to approve the 1st reading of ordinance 234 as presented. Second by Cook. Motion passed 3-1 with Fletcher voting nay.

Motion by Cook to set a special meeting on June 16, 2014 at 5pm for a 2nd reading of ordinance 234. Second by Roy. Motion passed 4-0. Note: The special meeting date changed to June 18, 2014 due to a council chambers conflict.

B. Consider: Res 14-14, Variance Findings, Steve & Heather Pint, 5140 St. Alban's Bay Road

Motion by Cook directing the city attorney to draft findings for denial. Second by Fletcher. Motion failed 2-2.

Motion by Kind directing the city attorney to draft findings for denial for the council's consideration at the June 16, 2014 special meeting. And further directing the city clerk to provide written notice to the applicant to extend the 60-day time limit to July 9, 2014, so the council may consider findings approving and denying the request. Second by Cook. Motion passed 4-0. Note: The special meeting date changed to June 18, 2014 due to a council chambers conflict.

C. 1st Reading: Ordinance 233 Amending Sections 1150 and 1155 Determination Relating to Planning Commission Role

Motion by Roy to approve the 1st reading of ordinance 231 as presented. Second by Cook. Motion passed 4-0.

D. Consider: Assessor Contract

Motion by Fletcher authorizing the mayor to contract the county assessor Jim Atchison regarding the drafting of a new 2-year contract with Hennepin County for consideration at the July 9, 2014 council meeting. Second by Cook. Motion passed 4-0.

- E. Consider: Excelsior Park & Dock Patrol Proposal

Motion by Fletcher to approve the plan for the South Lake Minnetonka Police Department to provide Park and Dock Patrol Services for the City of Excelsior in 2014 as mutually agreed upon by both parties. Second by Roy. Motion passed 4-0.

- F. Consider: Potential Special Event Ordinance

Motion by Kind to continue the discussion regarding the special event ordinance to the July 9, 2014 council meeting. Second by Cook. Motion passed 4-0.

- G. Consider: Election Resolutions

- I. Resolution 12-14 Appointing Election Judges and Absentee Ballot Board

Motion by Cook to approve resolution 12-14 as presented. Second by Roy. Motion passed 4-0.

- II. Resolution 13-14 Absentee Ballot Counting Location

Motion by Kind to approve resolution 13-14 as presented. Second by Cook. Motion passed 4-0.

- H. Discuss: Potential 4-Year Term for Mayor

Motion by Fletcher directing that a draft of an ordinance to change the mayor's term to 4 years beginning with the 2016 election be included on July 9, 2014 council agenda for a 1st reading. Second by Cook. Motion passed 4-0.

- I. Discuss: Lake Minnetonka Scenic Byway

Motion by Kind to authorize the proposed memo to be sent to the Lake Minnetonka Scenic Byway Committee with one revision: strike the sentence regarding Highway 7. Second by Roy. Motion passed 4-0.

8. OTHER BUSINESS

- A. None

9. COUNCIL REPORTS

- A. Cook: Planning Commission

No council action was taken.

- B. Fletcher: Lake Minnetonka Communications Commission, Fire

No council action was taken.

- C. Kind: Police, Administration, Mayors' Meetings, Website, Southshore Center Committee

Motion by Fletcher authorizing the city treasurer to disburse checks to the Greenwood Circle neighbors in the amounts originally received, plus interest for the delayed Xcel undergrounding and street light projects. And further authorize the city clerk to mail the checks along with the proposed memo to the Greenwood Circle neighbors. Second by Cook. Motion passed 4-0.

The council also asked the city clerk to set up a meeting with the Xcel engineer, Xcel representative Traci Carlson, Councilmember Bill Cook, and the city clerk to discuss the looping system.

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

Councilman Quam was not present at the meeting to give a report.

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

**Motion by Kind to approve the Lake Minnetonka Conservation District Budget as presented.
Second by Fletcher. Motion passed 4-0.**

10. ADJOURNMENT

Motion by Fletcher to adjourn the meeting at 10:35pm. Second by Roy. Motion passed 4-0.

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

May 23, 2014

To: Greenwood City Council for Council meeting June 4, 2014

Cc: Gus Karpas

Public safety should be the highest priority of the City Council. We understand that the City Council is entertaining the idea of removing the wooden posts from Minnetonka Blvd. The removal of these posts is very concerning to us due to the fact that we use this path frequently. Having the posts there provide a "safety net" and guidance as we walk down the trail. We understand that the posts are not strong enough to stop a car, but they are strong enough to stop a motorcycle, or bicycle. In addition the posts keep walkers, young children on tricycles and Mom's with baby strollers on the path....and not on the street.

We also know there are concerns about drainage. We also believe the drainage problem can be solved by simple grading maintenance.

Thank you for keeping public safety your highest priority.

* Those posts provide a visual barrier which cause us to feel a little safer as we walk along that path.

Name *Keryn Riley*
Keryn Riley

Address 4970 Sleepy Hollow Rd.
Greenwood, MN 55331

Sue Walsh
Dave

21630 Fairview St.
Excelsior, MN 55331

Jim & Tom Rosen

21670 Fairview St.

Pat

21770 FAIRVIEW ST.
" " "

Elijah M. De

Beth Bechtell

21685 Mntka Blvd.

Ed Cole

5195 Greenwood Circle

Mar E 5145 GREENWOOD CIR.

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Name

Address

Nancy + Rick Wyatt
Steve + Jan Peterson
Pete + Hal Holt

5120 Meadville St.
21895 Fairview St.
21885 Fairview St.

Mike + Ragne Gustafson
~~Mike + Ragne Gustafson~~
K. Davis

5125 Greenwood Circle

~~21600 FAIRVIEW ST~~
21600 FAIRVIEW ST

Paul + Penny Roberts

21600 Powerview CT

Jack M. Bern

21685 UTKA BLVD. ^{LEVEL}

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Name

Address

Madonna, T White

5290 Meadville St

Richard Johnson

5270 Meadville St.

Robert Holz

21900 MTKA Blvd.

~~Ann~~

21965 MTKA BLVD.

Julio Kreshi

"

"

5230 Meadville St.

Bob Newman

Margo Newman

5230 Meadville St

5210 MEADVILLE ST.

Tom Ritchie

5135 Meadville St.

John Ekelund

5135 Meadville St.

Grace Ekelund

Garnie M Gray

5170 Meadville St.

John P Gray

5170 Meadville St

Maana Zandian

5140

"

"

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Name	Address
Val & Keith Stuessi	5000 Meadville
Jane Kessio	4990 Meadville
Sue & Tom Rathke	5060 Covington St
Jim & Matt Gallagher	21775 Fairview St.
Cindy Bradshaw	4960 Meadville St
Tex & Hanna	4960 Meadville St
Laurie Larson	5220 Meadville St.
Kristi Conrad	21780 Fairview St.
Lynn Allar	5070 Covington St.
Michelle Erickson	5100 Covington Street
Mare & Bruce Stuehn	5250 Meadville St

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Cc: Gus Karpas

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Name

Address

James Odden 21497 MATKA BLVD

Matthew Nolan 5040 HIGHVIEW PLACE

Tim Norman 5095 HIGHVIEW PL.

Chris Field 5075 highview place

Chris Blanchard 5055 Highview Place

Vas Leckas 21520 Pineview Ct.

John A. 21540 PINEVIEW CT

Alvin J. 21540 Pineview CT

21580 pineview Ct.

Garrett Anderson
Casey

21620 minnetonka Blvd.

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Thank you for keeping public safety your highest priority.

Name	Address
Rob Goltz Robert DeSoto	16650 Hillside Terrace, Mtka, MN
Brian Meade	5070 Greenwood Circle
H. Theresa Page	5055 Kings Court, Greenwood, MN.
Thomas Smith	5135 West St Greenwood MN
Gail Guam	5120 West St. Greenwood, MN
Jim Wick	5165 Greenwood Greenwood MN
Angie Lindberg	5160 Greenwood Cir. Greenwood
Katie + Chip Fisher	5185 GREENWOODCIRCLE " MN.
Becky Robinson	5190 GREENWOOD CIR " "
Bonnie Bogen	5175 Queens Cir. Greenwood MN
Mike Bogen	5175 " " " "

May 23, 2014

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Cc: Gus Karpas

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Name

Address

Ellen Bragg

5180 Greenwood Circle

Dr. Kill

5170 Greenwood Circle

Deb Schultzy

5140 Greenwood Circle

Will & Abby

5140 Greenwood Circle

B. D. Myr
Vanda & Can

5130 Greenwood Circle

5135 Greenwood Circle

Dennis Regier

5115 Greenwood Cir

Gady Regier

" " "

J. J. Lupone

5105 ~~GREENWOOD~~ CIRCLE

Mary Wiseman

5165 Queens Cir

Joy Lechner
GAA STOKES

5160 Queens Circle

5160 Queens Cir

May 23, 2014

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Cc: Gus Karpas

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Thank you for keeping public safety your highest priority.

Name Paul Larkin
Suzanne Larkin
Madison Larkin

Address 21793 Minnetonka Blvd
Greenwood, MN. 55331

greenwood/city

From: **donald white** (reddypower2@hotmail.com)

Sent: Fri 5/30/14 2:53 PM

To: **donald white** (reddypower2@hotmail.com)

I understand that the city is considering removing the posts along mtka blvd. If that is so I believe it would be a serious mistake and the reason is very clear.

The people on the st. albans side use that side walk to get to the bike trail, if you walk along that side walk there is no shoulder and parts of the rd. are 3ft from the side walk.

Many people walk their dogs, and at night use the road to get home from the bars at Excelsior. It is a busy walk way and after 30 years of living in Greenwood I know the trail and sidewalk better than anyone else in Greenwood.

I walk, bike every day morning and night for my health. I have seen many close calls. What many don't realize is Mtka. blvd is becoming a speedway, at night the increased traffic from Excelsior bars has increased due to the fact the town is turning into a entertainment center for the surrounding area. If you take down the posts, then you better put up signs saying....Walk this trail and it may be hazards to your health.

I realize the police cant be everywhere but at night it is a speed way and surprisingly even in the after noon it is very difficult to cross mtka blvd. Excelsior is exploding with over 11 eating and drinking establishments[est] and more to come.

There are only 19, 7 and mtka blvd . to leave the area

Thank you for your time...T.White

5290 Meadville st.

952-922-4897

A SIDEBAR TO MY LETTER TO THE CITY

I RECENTLY SAW PHOTOS FROM
POLICE CHIEF AND COMMENTS FROM
OTHERS THAT THE POSTS ARE NOT
EFFECTIVE AS REGARDS TO SAFETY.

A PICTURE OF A UPSIDE DOWN PICKUP
TRUCK WHICH CRASHED THREW A
DOZEN POSTS AS SOME KIND OF
PROOF.

I FEEL THEY MISS THE POINT. A DRIVER
SEEKING THE POSTS IS A LITTLE MORE
CAUTIOUS. IT GIVES THEM A VISUAL,
AND THE POST MAY REFLECT, A BUFFER...
JUST ENOUGH TIME FOR A WALKER TO
MOVE.

MTLA BLVD IS A MAJOR PROBLEM AND
IT IS GROWING WORSE.

T. WHITE

MINUTES

Greenwood City Council Special Meeting

Wednesday, June 18, 2014
20225 Cottagewood Road, Deephaven, MN 55331



1. CALL TO ORDER ~ ROLL CALL ~ APPROVE AGENDA

Mayor Kind called the meeting to order at 5pm.

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

Others Present: City Zoning Administrator / City Clerk Gus Karpas, City Attorney Mark Kelly, Fire Chief Scott Gerber

Members Absent: Councilmember Fletcher

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

2. 2ND READING: Ordinance 234 Repealing Fire Code Section 315 Appendix D

Councilman Quam stated that he is reluctant to go against the Fire Chief's recommendation and asked Chief Gerber to share highlights from his 06-13-14 memo.

Gerber stated that the enforcement of Appendix D's requirement for an access road or sprinkling system for single-family homes 150 ft. or more from the public street predates his arrival as the Fire Chief in 2006. He explained that the rules have been applied in several instances in the five Excelsior Fire District (EFD) cities. He believes Appendix D provides an element of fire prevention for the community and safety for firefighters.

Mayor Kind stated: (1) There have been zero residential fire deaths in newly-built homes in Minnesota since interconnected smoke alarms were required a decade ago. (2) No firefighters have died in a residential fire since detailed records have been tallied from 1989 to date. Gerber agreed that these facts are correct.

Councilman Cook stated: (1) That he also is reluctant to go against the Fire Chief's recommendation, but believes that the city's adoption of Appendix D should be repealed because he believes it is a national fire code and that is not a good fit for Greenwood. (2) Appendix D should not be applied to single-family homes. (3) That the requirement to install wide access roads will lead to variance approvals, which will affect the character of Greenwood, and ultimately dilute the need to comply with any zoning code requirements.

Councilman Roy stated that he believed that the decision to build a fire access road or sprinkle a home should be up to the individual property owner and should not be a mandate of government. He liked the compromise agreement reached by the EFD and the property owner in the case of the Pint's variance request and would like to find a way for the EFD to inform new property owners on what is "advised" for the best fire prevention.

City Attorney Kelly stated that the city's adoption of Appendix D is optional and that Deephaven never did adopt Appendix D. Mayor Kind noted that Deephaven provided an indemnification letter to the EFD and understood from Chief Gerber's memo that the same would be expected from Greenwood if the city council decides to repeal Appendix D. Gerber agreed. Kelly stated that such a letter would be symbolic because each government body has sovereign immunity and is fully insured.

Chief Gerber stated that the EFD does attach a flyer with fire suppression recommendations to Deephaven's building permit applications and they would do likewise if Greenwood appeals Appendix D.

After discussion was completed, Mayor Kind called for a motion.

Motion by Cook to approve the 2nd reading of ordinance 234 repealing fire code section 315, appendix D as presented. Second by Roy. Motion passed 3-1 with Quam voting nay.

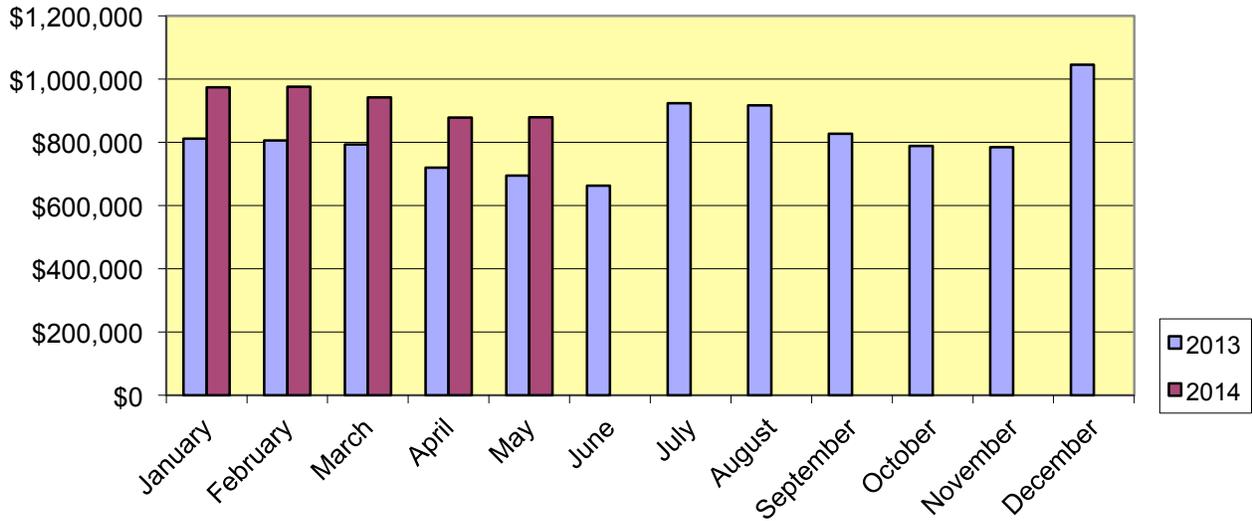
3. CONSIDER: Res 14-14, Variance Findings, Steve & Heather Pint, 5140 St. Alban's Bay Road

The variance request was withdrawn in writing via an email to the city clerk / zoning administrator.

4. ADJOURNMENT

Motion by Quam to adjourn the meeting at 5:28pm. Second by Roy. Motion passed 4-0.

City of Greenwood
Monthly Cash Summary



Month	2013	2014	Variance with Prior Month	Variance with Prior Year
January	\$812,019	\$973,698	-\$72,277	\$161,679
February	\$805,692	\$976,134	\$2,436	\$170,442
March	\$793,435	\$942,468	-\$33,666	\$149,033
April	\$720,170	\$878,040	-\$64,428	\$157,870
May	\$694,987	\$879,272	\$1,232	\$184,285
June	\$663,171		-\$879,272	-\$663,171
July	\$924,057		\$0	-\$924,057
August	\$917,234		\$0	-\$917,234
September	\$826,755		\$0	-\$826,755
October	\$788,426		\$0	-\$788,426
November	\$784,533		\$0	-\$784,533
December	\$1,045,975		\$0	-\$1,045,975

Bridgewater Bank Money Market	\$438,943
Bridgewater Bank Checking	\$3,547
Beacon Bank CD	\$244,074
Beacon Bank Money Market	\$187,975
Beacon Bank Checking	\$4,733
	\$879,272

ALLOCATION BY FUND

General Fund	\$218,191
Special Project Fund	\$36,900
General Fund Designated for Parks	\$27,055
Bridge Capital Project Fund	\$98,583
Road Improvement Fund	\$0
Stormwater Fund	\$16,709
Sewer Enterprise Fund	\$422,531
Marina Enterprise Fund	\$59,303
	\$879,272

Check Issue Date(s): 06/01/2014 - 06/30/2014

Per	Date	Check No	Vendor No	Payee	Check GL Acct	Amount
06/14	06/02/2014	12271	9	CITY OF DEEPHAVEN	502-20100	7,131.92
06/14	06/02/2014	12272	761	DEBRA KIND	101-20100	83.55
06/14	06/02/2014	12273	822	ECM PUBLISHERS INC	101-20100	345.80
06/14	06/02/2014	12274	3	KELLY LAW OFFICES	602-20100	1,587.00
06/14	06/02/2014	12275	38	SO LAKE MINNETONKA POLICE DEPT	101-20100	15,184.58
06/14	06/02/2014	12276	745	Vintage Waste Systems	101-20100	1,628.25
06/14	06/02/2014	12277	145	XCEL ENERGY	602-20100	258.97
06/14	06/10/2014	12278	835	ANGELA OR MATTHEW LINDBERG	101-20100	2,006.91
06/14	06/10/2014	12279	830	BROOKS MYHRAN	101-20100	5,018.05
06/14	06/10/2014	12280	837	DAVID KICKHAFFER	101-20100	100.33
06/14	06/10/2014	12281	839	HENRY OR CHRIS BIBLE	101-20100	5,018.05
06/14	06/10/2014	12282	836	JAMES OR MARCY WICKA	101-20100	5,017.30
06/14	06/10/2014	12283	826	JAMES T. PASTOR	101-20100	2,007.21
06/14	06/10/2014	12284	827	JEFFREY OR COLLEEN RUEGEMER	101-20100	2,007.21
06/14	06/10/2014	12285	834	KAREN CHAPMAN	101-20100	2,007.21
06/14	06/10/2014	12286	833	MARK ELIAS	101-20100	1,605.77
06/14	06/10/2014	12287	829	MICHAEL OR DAGNE GUSTAFSON	101-20100	2,007.21
06/14	06/10/2014	12288	838	ORVILLE E FISHER JR	101-20100	2,509.01
06/14	06/10/2014	12289	828	PATRICIA REGNIER	101-20100	1,505.21
06/14	06/10/2014	12290	831	SANDRA CARR	101-20100	200.73
06/14	06/10/2014	12291	840	WILLIAM OR LATICIA COOK	101-20100	1,003.61
06/14	06/10/2014	12292	832	WILLIAM SCHULTZ	101-20100	5,018.05
06/14	06/10/2014	12293	835	VOID - ANGELA OR MATTHEW LINDBE	101-20100	.00
06/14	06/10/2014	12294	830	VOID - BROOKS MYHRAN	101-20100	.00
06/14	06/10/2014	12295	837	VOID - DAVID KICKHAFFER	101-20100	.00
06/14	06/10/2014	12296	839	VOID - HENRY OR CHRIS BIBLE	101-20100	.00 M
06/14	06/10/2014	12297	836	VOID - JAMES OR MARCY WICKA	101-20100	.00
06/14	06/10/2014	12298	826	VOID - JAMES T. PASTOR	101-20100	.00
06/14	06/10/2014	12299	827	VOID - JEFFREY OR COLLEEN RUEGE	101-20100	.00
06/14	06/10/2014	12300	834	VOID - KAREN CHAPMAN	101-20100	.00
06/14	06/10/2014	12301	833	VOID - MARK ELIAS	101-20100	.00 M
06/14	06/10/2014	12302	829	VOID - MICHAEL OR DAGNE GUSTAFS	101-20100	.00
06/14	06/10/2014	12303	838	VOID - ORVILLE E FISHER JR	101-20100	.00 M
06/14	06/10/2014	12304	828	VOID - PATRICIA REGNIER	101-20100	.00
06/14	06/10/2014	12305	831	VOID - SANDRA CARR	101-20100	.00 M
06/14	06/10/2014	12306	840	VOID - WILLIAM OR LATICIA COOK	101-20100	.00 M
06/14	06/10/2014	12307	832	VOID - WILLIAM SCHULTZ	101-20100	.00
06/14	06/16/2014	12308	808	ADVANTAGE SIGNS & GRAPHICS INC	605-20100	474.00
06/14	06/16/2014	12309	51	BOLTON & MENK, INC.	602-20100	3,819.50
06/14	06/16/2014	12310	822	ECM PUBLISHERS INC	101-20100	74.48
06/14	06/16/2014	12311	581	EMERY'S TREE SERVICE, INC.	101-20100	2,300.00
06/14	06/16/2014	12312	68	GOPHER STATE ONE CALL	602-20100	113.20
06/14	06/16/2014	12313	841	LAW OFFICE GREGORY E KELLER PA	101-20100	345.00
06/14	06/16/2014	12314	255	LMC INSURANCE TRUST	101-20100	138.00
06/14	06/16/2014	12315	105	METRO COUNCIL ENVIRO SERVICES	602-20100	2,318.22
06/14	06/16/2014	12316	145	XCEL ENERGY	101-20100	399.04
Totals:						<u>73,233.37</u>

Check Issue Date(s): 06/01/2014 - 06/30/2014

Per	Date	Check No	Vendor No	Payee	Check GL Acct	Amount
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Dated: _____

Mayor: _____

City Council: _____

City Recorder: _____

Vendor No	Invoice No	Description	Inv Date	Invoice Amt	Disc Amt	Check Amt	Check No	Chk Date
3	KELLY LAW OFFICES							
	6245	GENERAL LEGAL	05/29/2014	1,587.00	.00	1,587.00	12274	06/02/2014
Total 3				1,587.00	.00	1,587.00		
9	CITY OF DEEPHAVEN							
	JUNE 2014	SEWER	06/01/2014	7,131.92	.00	7,131.92	12271	06/02/2014
Total 9				7,131.92	.00	7,131.92		
38	SO LAKE MINNETONKA POLICE DEPT							
	JUNE 2014	2014 OPERATING BUDGET EXP	06/01/2014	15,184.58	.00	15,184.58	12275	06/02/2014
Total 38				15,184.58	.00	15,184.58		
51	BOLTON & MENK, INC.							
	0166787	2013 I & I PROJECT	05/31/2014	662.00	.00	662.00	12309	06/16/2014
	0166789	2014 MISC ENGINEERING	05/31/2014	150.00	.00	150.00	12309	06/16/2014
	0166790	2014 STREET IMPROVEMENTS	05/31/2014	3,007.50	.00	3,007.50	12309	06/16/2014
Total 51				3,819.50	.00	3,819.50		
68	GOPHER STATE ONE CALL							
	109472	Gopher State calls	05/31/2014	113.20	.00	113.20	12312	06/16/2014
Total 68				113.20	.00	113.20		
105	METRO COUNCIL ENVIRO SERVICES							
	0001035157	Monthly wastewater Charge	06/04/2014	2,318.22	.00	2,318.22	12315	06/16/2014
Total 105				2,318.22	.00	2,318.22		
145	XCEL ENERGY							
	052314	LIFT STATION #1	05/23/2014	258.97	.00	258.97	12277	06/02/2014
	060314	4925 MEADVILLE STREET *	06/03/2014	399.04	.00	399.04	12316	06/16/2014
Total 145				658.01	.00	658.01		
255	LMC INSURANCE TRUST							
	27642	Worker's Comp. Ins.	05/31/2014	138.00	.00	138.00	12314	06/16/2014
Total 255				138.00	.00	138.00		
581	EMERY'S TREE SERVICE, INC.							
	19254	TREE MAINTENANCE	06/05/2014	1,110.00	.00	1,110.00	12311	06/16/2014
	19270	TREE MAINTENANCE	06/05/2014	1,190.00	.00	1,190.00	12311	06/16/2014
Total 581				2,300.00	.00	2,300.00		
745	Vintage Waste Systems							

052214	City Recycling Contract	05/22/2014	1,628.25	.00	1,628.25	12276	06/02/2014
Total 745			1,628.25	.00	1,628.25		
761 DEBRA KIND							
052214	JOINT WK SESSION FOOD	05/22/2014	83.55	.00	83.55	12272	06/02/2014
Total 761			83.55	.00	83.55		
808 ADVANTAGE SIGNS & GRAPHICS INC							
00022416	"GRWD CITY DOCKS" SIGN	06/04/2014	474.00	.00	474.00	12308	06/16/2014
Total 808			474.00	.00	474.00		
822 ECM PUBLISHERS INC							
104586	LEGAL NOTICE	05/22/2014	42.56	.00	42.56	12273	06/02/2014
104587	LEGAL NOTICE	05/22/2014	207.48	.00	207.48	12273	06/02/2014
104588	LEGAL NOTICE	05/22/2014	95.76	.00	95.76	12273	06/02/2014
108894	LEGAL NOTICE	06/05/2014	69.16	.00	69.16	12310	06/16/2014
108895	LEGAL NOTICE	06/05/2014	47.88	.00	47.88	12310	06/16/2014
1107 CREDIT	LEGAL NOTICE	05/22/2014	42.56 -	.00	42.56 -	12310	06/16/2014
Total 822			420.28	.00	420.28		
826 JAMES T. PASTOR							
061014	XCEL PROJECT REFUND	06/10/2014	.00	.00	.00	12298	06/10/2014
61014	XCEL PROJECT REFUND	06/10/2014	2,007.21	.00	2,007.21	12283	06/10/2014
Total 826			2,007.21	.00	2,007.21		
827 JEFFREY OR COLLEEN RUEGEMER							
061014	XCEL PROJECT REFUND	06/10/2014	.00	.00	.00	12299	06/10/2014
61014	XCEL PROJECT REFUND	06/10/2014	2,007.21	.00	2,007.21	12284	06/10/2014
Total 827			2,007.21	.00	2,007.21		
828 PATRICIA REGNIER							
061014	XCEL PROJECT REFUND	06/10/2014	.00	.00	.00	12304	06/10/2014
61014	XCEL PROJECT REFUND	06/10/2014	1,505.21	.00	1,505.21	12289	06/10/2014
Total 828			1,505.21	.00	1,505.21		
829 MICHAEL OR DAGNE GUSTAFSON							
061014	XCEL PROJECT REFUND	06/10/2014	.00	.00	.00	12302	06/10/2014
61014	XCEL PROJECT REFUND	06/10/2014	2,007.21	.00	2,007.21	12287	06/10/2014
Total 829			2,007.21	.00	2,007.21		
830 BROOKS MYHRAN							
061014	XCEL PROJECT REFUND	06/10/2014	.00	.00	.00	12294	06/10/2014
61014	XCEL PROJECT REFUND	06/10/2014	5,018.05	.00	5,018.05	12279	06/10/2014

Vendor No	Invoice No	Description	Inv Date	Invoice Amt	Disc Amt	Check Amt	Check No	Chk Date
Total 830				5,018.05	.00	5,018.05		
831	SANDRA CARR							
	061014	XCEL PROJECT REFUND	06/10/2014	.00	.00	.00	12305	06/10/2014
	61014	XCEL PROJECT REFUND	06/10/2014	200.73	.00	200.73	12290	06/10/2014
Total 831				200.73	.00	200.73		
832	WILLIAM SCHULTZ							
	061014	XCEL PROJECT REFUND	06/10/2014	.00	.00	.00	12307	06/10/2014
	61014	XCEL PROJECT REFUND	06/10/2014	5,018.05	.00	5,018.05	12292	06/10/2014
Total 832				5,018.05	.00	5,018.05		
833	MARK ELIAS							
	061014	XCEL PROJECT REFUND	06/10/2014	.00	.00	.00	12301	06/10/2014
	61014	XCEL PROJECT REFUND	06/10/2014	1,605.77	.00	1,605.77	12286	06/10/2014
Total 833				1,605.77	.00	1,605.77		
834	KAREN CHAPMAN							
	061014	XCEL PROJECT REFUND	06/10/2014	.00	.00	.00	12300	06/10/2014
	61014	XCEL PROJECT REFUND	06/10/2014	2,007.21	.00	2,007.21	12285	06/10/2014
Total 834				2,007.21	.00	2,007.21		
835	ANGELA OR MATTHEW LINDBERG							
	061014	XCEL PROJECT REFUND	06/10/2014	.00	.00	.00	12293	06/10/2014
	61014	XCEL PROJECT REFUND	06/10/2014	2,006.91	.00	2,006.91	12278	06/10/2014
Total 835				2,006.91	.00	2,006.91		
836	JAMES OR MARCY WICKA							
	061014	XCEL PROJECT REFUND	06/10/2014	.00	.00	.00	12297	06/10/2014
	61014	XCEL PROJECT REFUND	06/10/2014	5,017.30	.00	5,017.30	12282	06/10/2014
Total 836				5,017.30	.00	5,017.30		
837	DAVID KICKHAFFER							
	061014	XCEL PROJECT REFUND	06/10/2014	.00	.00	.00	12295	06/10/2014
	61014	XCEL PROJECT REFUND	06/10/2014	100.33	.00	100.33	12280	06/10/2014
Total 837				100.33	.00	100.33		
838	ORVILLE E FISHER JR							
	061014	XCEL PROJECT REFUND	06/10/2014	.00	.00	.00	12303	06/10/2014
	61014	XCEL PROJECT REFUND	06/10/2014	2,509.01	.00	2,509.01	12288	06/10/2014

Vendor No	Invoice No	Description	Inv Date	Invoice Amt	Disc Amt	Check Amt	Check No	Chk Date
Total 838				2,509.01	.00	2,509.01		
839 HENRY OR CHRIS BIBLE								
	061014	XCEL PROJECT REFUND	06/10/2014	.00	.00	.00	12296	06/10/2014
	61014	XCEL PROJECT REFUND	06/10/2014	5,018.05	.00	5,018.05	12281	06/10/2014
Total 839				5,018.05	.00	5,018.05		
840 WILLIAM OR LATICIA COOK								
	061014	XCEL PROJECT REFUND	06/10/2014	.00	.00	.00	12306	06/10/2014
	61014	XCEL PROJECT REFUND	06/10/2014	1,003.61	.00	1,003.61	12291	06/10/2014
Total 840				1,003.61	.00	1,003.61		
841 LAW OFFICE GREGORY E KELLER PA								
	060914	PROSECUTION BILL	06/09/2014	345.00	.00	345.00	12313	06/16/2014
Total 841				345.00	.00	345.00		
Grand Totals:				73,233.37	.00	73,233.37		

Pay Per Date	Jrnl	Check Date	Check Number	Payee	Emp No	Description	GL Account	Amount
07/01/14	PC	07/01/14	7011401	COOK, WILLIAM B.	37		001-10101	184.70
07/01/14	PC	07/01/14	7011402	Fletcher, Thomas M	33		001-10101	84.70
07/01/14	PC	07/01/14	7011403	Kind, Debra J.	34		001-10101	277.05
07/01/14	PC	07/01/14	7011404	Quam, Robert	32		001-10101	184.70
07/01/14	PC	07/01/14	7011405	ROY, ROBERT J.	38		001-10101	184.70
Grand Totals:								<u>915.85</u>

ORDINANCE NO. 233

**AN ORDINANCE OF THE CITY OF GREENWOOD, MINNESOTA
AMENDING SECTIONS 1150.20, 1155.05 AND 1155.15 DETERMINATION, RELATING TO PLANNING
COMMISSION ROLE**

SECTION 1.

Greenwood Ordinance Code Section 1150.20 Determination Subdivision 2 is hereby renumbered to "Section 1150.20, Subdivision 3."

SECTION 2.

Greenwood Ordinance Code Section 1150.20, Determination, is hereby amended by the addition of the following subdivision:

"Subd. 2. If no recommendation is transmitted by the planning commission within 45 days after referral of the application for conditional use to the commission, the council may take action without further awaiting such recommendation."

SECTION 3.

Greenwood Ordinance Code Section 1155.05 Appeals from Alleged Error in Administration of Zoning Ordinance, Subdivision 5 Processing of Appeals; Planning Commission is hereby amended to add the following paragraph:

"3. If no recommendation is transmitted by the planning commission within 45 days after referral of the application for variance to the commission, the council may take action without further awaiting such recommendation."

SECTION 4.

Greenwood Ordinance Code Section 1155.15 Variance Application Procedure, Subdivision 3 Planning Commission Review of Variance Request is hereby amended to add the following paragraph:

"3. If no recommendation is transmitted by the planning commission within 45 days after referral of the application for variance to the commission, the council may take action without further awaiting such recommendation."

SECTION 5.

This ordinance shall take effect on publication in accordance with law.

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

___ AYES, ___ NAYS

CITY OF GREENWOOD

By: _____
Debra J. Kind, Mayor

Attest: _____
Gus E. Karpas, City Clerk

First reading: June 4, 2014

Second reading: _____

Published: _____

RESOLUTION 15-14

**A RESOLUTION APPROVING PUBLICATION
OF ORDINANCE NUMBER 233 BY TITLE AND SUMMARY**

WHEREAS, on July 9, 2014 the city council of the city of Greenwood adopted "Ordinance 233 Amending Greenwood Ordinance Code Sections 1150 and 1155 Determination, Relating to Planning Commission Role."

WHEREAS, the city has prepared a summary of ordinance 233 as follows:

1. The purpose of this ordinance is to ensure compliance with the 60-day deadline for cities to take action regarding variance and conditional use permit requests.
2. The ordinance gives the city council the authority to take action if the planning commission does not transmit a recommendation within 45 days after referral of a variance or conditional use permit application to the planning commission.

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

1. The city council finds that the above title and summary of ordinance 233 clearly informs the public of intent and effect of the ordinance.
2. The city clerk is directed to publish ordinance 233 by title and summary, pursuant to Minnesota statutes, section 412.191, subdivision 4.
3. A full copy of the ordinance is available at the Greenwood city office, 20225 Cottagewood Road, Deephaven, MN 55331.

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

___ AYES ___ NAYS

CITY OF GREENWOOD

Debra J. Kind, Mayor

Attest: Gus E. Karpas, City Clerk

First reading: June 4, 2014

Second reading: _____, 2014

Publication: _____, 2014



Agenda Number: 4A

Agenda Date: 07-09-14

Prepared by Deb Kind

Agenda Item: Senator Dave Osmek

Summary: Minnesota State Senator Dave Osmek will attend the 07-09-14 council meeting to give the council a legislative update. This also will be an opportunity for the council to ask questions.

Council Action: None required.



Agenda Number: 4B

Agenda Date: 07-09-14

Prepared by Deb Kind

Agenda Item: Meet Planning Commission Applicant Rick Sundberg

Summary: Each year four planning commission terms expire. Terms are for two years and there is no limit to the number of terms that may be served. Planning commission members are appointed by the city council at the March council meeting and as needed to fill a vacancy. Greenwood residents interested in serving on the planning commission are asked to complete an application available at city hall and on the city website. New applicants also are asked to attend a council meeting, so the council can conduct a casual "interview."

The city received the attached application from Rick Sundberg on 06-11-14. Rick will attend the 07-09-14 city council meeting, so the council can meet him and conduct a casual "interview."

Currently the Alt-1 and Alt-2 seats are open on the planning commission. Past protocol has been to appoint new applicants to fill the highest available seat on the commission. The attach resolution has been updated accordingly.

Council Action: Optional. Potential motions ...

1. I move the city council approves resolution 16-14 updating the city appointments and assignments for 2014 as presented.
2. I move the city council approves resolution 16-14 updating the city appointments and assignments for 2014 with the following revision(s): _____.
3. Do nothing or other motion ???

Planning Commission Application



Please complete the below form and return to 20225 Cottagewood Road, Deephaven, MN 55331. You also may submit the application by email to administrator@greenwoodmn.com, or by fax to 952.474.1274. The submission of this application does not obligate you to volunteer for any city service. New applicants will be invited to a city council meeting for an informal interview. We enjoy meeting you.

Name	Rick Sundberg
Address	5125 West St
Phone	612-298-1173
Email	Sundberg.rick@gmail.com
Job Title	President - Craftsman Revival Lakehomes; Agent - ReMax Results
How many years have you lived in the Lake Minnetonka area?	17 years
How many years have you lived in Greenwood?	1+
Are you able to attend meetings on the 3rd Wednesday of each month?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Would you be willing to attend a city-paid training class?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Why do you want to serve on the planning commission?	As a relatively new resident, I would like to become involved with the community and City of Greenwood. I also am interested in becoming part of the planning process with my involvement in real estate.
Do you have any special qualifications or capabilities that would serve Greenwood well on the planning commission?	20+ years experience in real estate with 600+ transactions. I have built 2 new construction, architect designed custom homes and have remodeled 5 homes. Former City of Maple Plain Economic Development Authority member.
What would be your main goal as a member of the planning commission?	Fair but thorough review of all proposed development projects and variance requests.
Office Use Only	Date Received: 6/11/14

Resolution 16-14
City of Greenwood Appointments & Assignments for 2014

Be it resolved that the city council of Greenwood, Minnesota approves the following appointments for 07-09-14 through 12-31-14.

OFFICE & DESIGNATIONS	2013 HOLDER	2014 HOLDER
Mayor Pro-Tem	Bob Quam	Bob Quam
Administrative Committee	Tom Fletcher, Deb Kind	Tom Fletcher, Deb Kind
Animal Enforcement Officer	South Lake Police Department	South Lake Police Department
Assessor	Hennepin County	Hennepin County
Attorney	Mark Kelly	Mark Kelly
Auditor	CliftonLarsonAllen	CliftonLarsonAllen
Bank Signatures	Kind, Quam, Courtney	Kind, Quam, Courtney
Building Official	Bob Manor	Bob Manor
Clerk	Gus Karpas	Gus Karpas
Depositories	Bridgewater Bank, Beacon Bank	Bridgewater Bank, Beacon Bank
Engineer	Bolton & Menk (Dave Martini)	Bolton & Menk (Dave Martini)
Fire Board Representative – 4th Wed (Jan, Mar, May, Jul, Sep, Nov)	Tom Fletcher, Bob Quam (alt.)	Tom Fletcher, Bob Quam (alt.), Bill Cook (2nd alt.)
Forester / Tree Inspector	Manuel Jordan	Manuel Jordan
Lake Minnetonka Communications Commission (LMCC) Representative 2 representatives, 1 must be elected official, meets 3rd Tues (Feb, May, Aug, Nov)	Tom Fletcher, Deb Kind, Rob Roy (alternate)	Tom Fletcher, Deb Kind, Rob Roy (alternate)
Lake Minnetonka Conservation District (LMCD) Rep – 2nd and 4th Wed	Rob Roy (1/31/14)	Rob Roy (1/31/17)
Marina Clerk	Deborah Hicks	Gus Karpas
Minnetonka Community Education (MCE) Representative – 4th Mon	Bob Quam	Bob Quam
Newspapers	Sun-Sailor, Star Tribune (alternate)	Sun-Sailor, Star Tribune (alternate)
Planning Commissioners – 3rd Wed	A-1 Douglas Reeder (8/11-3/14)	A-1 Douglas Reeder (8/11-3/16)
	A-2 John Beal (1/04-3/14)	A-2 Lake Bechtell (5/14-3/16)
	A-3 Dave Paeper (3/07-3/14)	A-3 Dave Paeper (3/07-3/16)
	B-1 Pat Lucking (2/01-3/15)	B-1 Pat Lucking (2/01-3/15)
	B-2 Kristi Conrad (10/11-3/15)	B-2 Kristi Conrad (10/11-3/15)
	Alt-1 Vacant (3/14)	Alt-1 Rick Sundberg (7/14-3/16)
	Alt-2 Vacant (3/15)	Alt-2 Vacant (___-3/15)
Alt-3 Vacant (3/15)	Alt-3 Bill Cook (5/14-3/15)	
Planning Commission Liaison – 3rd Wed	Bill Cook	Bill Cook
Public Safety City Administrator Committee Representative (police & fire)		Dana Young
Prosecutor	Greg Keller	Greg Keller
Responsible Authority (Govt. Data Practices Act)	Gus Karpas	Gus Karpas
Road and Sewer Liaison	Bob Quam	Bob Quam
South Lake Minnetonka Police Department (SLMPD) Coordinating Committee Representative (Must be mayor, meets quarterly)	Deb Kind, Bob Quam (alternate)	Deb Kind, Bob Quam (alternate)
Treasurer	Mary Courtney	Mary Courtney
Utility Billing Clerk	Deborah Hicks	Deborah Hicks
Weed Inspector (Must be mayor), Assistant Weed Inspector	Deb Kind, Assistant Gus Karpas	Deb Kind, Assistant Gus Karpas
Zoning Administrator	Gus Karpas	Gus Karpas

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

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

There were ___ AYES and ___ NAYS

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

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



Agenda Number: **04C**

Agenda Date: **07-09-14**

Prepared by Deb Kind

Agenda Item: City Engineer Item

Summary: There are 3 items on the agenda to discuss with the city engineer ...

1. County Aid to Municipalities Application – In 1957 the county established a County Aid to Municipalities program to provide financial assistance for roadways and bridges to cities with populations under 5,000. Typically the funding is between \$1,000 and \$3,000 per year. The city must submit a project approval form to receive the funds. A recommended motion is below.
2. Minnetonka Blvd Drainage – The city council directed the city engineer to make recommendations to improve Minnetonka Blvd drainage in two areas: (1) By the Green Woods on the Lake pond. (2) By the barrier posts. The city engineer will give a verbal report of his recommendations at the 07-09-14 council meeting.
3. St. Alban's Bay Bridge – The city council will discuss the next steps regarding the bridge at the 07-09-14 council meeting.

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

1. I move the council directs the city clerk to work with the city engineer to complete the project approval form to receive CAM funds for the city's 2014 road projects.
2. I move the council directs the city engineer to secure bids for improving Minnetonka Blvd drainage by the Green Woods on the Lake pond.
3. I move the council directs the city engineer to secure bids for improving Minnetonka Blvd drainage by the barrier posts.
4. Other motions ???



Agenda Number: 6A

Agenda Date: 07-09-14

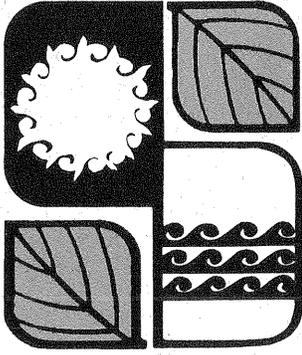
Prepared by Deb Kind

Agenda Item: Discuss Participation with the Southshore Center

Summary: The Southshore Center (SSC) is a community center located near Shorewood City Hall that was built in 1996 by the cities of Excelsior, Deephaven, Greenwood, Tonka Bay, and Shorewood (the owner cities). The Friends of the SSC operated the facility with funds from grants and their membership until 2008 when grant money dried up. From 2009 to present, the city of Shorewood has managed the SSC. Greenwood has made annual contributions to the SSC since 2009. In 2012, Shorewood contributed \$60,000 to subsidize SSC operations. In August 2013, Shorewood initiated discussions with the 5 owner cities to determine the future of the SSC. A SSC Advisory Committee was formed and engaged students from Minnetonka High School's Vantage program to conduct research and make recommendations. Based on the Vantage students' recommendations, SSC Advisory Committee members Tonka Bay Councilmember Elli Ansari and Greenwood Mayor Deb Kind developed The Cove 3-year pilot project. On 06-03-14 the city of Shorewood sent the attached letter stating it is their intention to continue to operate the SSC and asked the other owner cities to participate in the costs or give up their ownership interest. As of the council packet deadline, none of the SSC owner cities have taken action regarding Shorewood's letter. The Greenwood council will discuss this issue at the 07-09-14 council meeting. If the council desires to withdraw from participation, attached is a draft of a memo for the council's consideration.

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

1. I move the city council directs the letter withdrawing from participation in the Southshore Center be sent to the city administrators of the owner cities for distribution to their respective city councils.
2. I move the city council directs the following:
 - a. The letter withdrawing from participation in the Southshore Center be revised to include the following changes: _____
 - b. The city clerk to send the letter to the city administrators of the owner cities for distribution to their respective city councils.
3. Do nothing or other motion ???



CITY OF SHOREWOOD

5755 COUNTRY CLUB ROAD • SHOREWOOD, MINNESOTA 55331-8927 • (952) 960-7900
FAX (952) 474-0128 • www.ci.shorewood.mn.us • cityhall@ci.shorewood.mn.us

June 3, 2014

via email and US Mail

To: Southshore Center Advisory Committee
City Administrators of the Cities of Deephaven, Excelsior, Greenwood and Tonka Bay

The City of Shorewood would like to thank the founding cities to the Southshore Center (SSC) for their work over the last many months to come to resolution on the future of the SSC. Many innovative ideas have been advanced, and a great deal of thought and discussion has occurred jointly and in each of our respective cities.

During the last three years of operation, the City of Shorewood has experienced continuing annual deficits that have been consistently in the \$60-70,000 range. The Cove Proposal, drafted by Mayor Kind and Councilmember Ansari, attempted to create a scenario where the deficit would be eliminated and operations could continue. The assumptions behind that idea included revenue from the Minnetonka School's Vantage Program, additional resources from MCES programming and a continued revenue stream from the Southshore Senior Partners. At this point all of those revenue sources are either not possible or in doubt.

During all of this last year's deliberations, the Cities of Tonka Bay, Greenwood and Excelsior (Deephaven having withdrawn) participating in this exploration with Shorewood, have indicated their willingness to help fund some of the immediate capital improvements listed in the Cove Report, but have all stated they are not interested in assuming any of a possible future operating deficits and further, are not interested in committing to the costs of any long term capital infrastructure needs.

As has been demonstrated by the data and the ongoing scheduling of the facility, the SSC continues to be a well-utilized space and a gathering place for numerous elements in our South Lake Community. The City of Shorewood intends to continue to operate the SSC as a community center and will do that as a single entity or in concert with any of the founding partners.

However, if collaboration and joint ownership is to continue, the remaining cities must commit to operational costs and capital maintenance of the improvements over the long term. If cities are unwilling or unable to commit to this level of funding, it is the intention of the City of Shorewood to operate the facility with sole ownership. We would expect cities not willing to

June 3, 2014
Page Two

join in future costs and maintenance to relinquish their ownership position in the building, as Deephaven has advised is their intention. By cities making such a determination, it would be our suggestion that they not be liable for any past operational deficits or any future capital obligations.

While it would be Shorewood's preference to proceed with a financially committed group of the founding cities, it is clear that is not currently possible. Some of you may decide you wish to continue in an ownership position and we are more than willing to explore a new structure. Shorewood requests all of the cities make a determination on how they wish to proceed not later than June 30, 2014, so that budget impacts can be calculated.

The investment of each individual city has been appreciated by the South Lake Community for the last 18 years. As the needs of the community continue to change, and the building begins to require significant care, we understand your city may no longer want to support these financial requirements. We appreciate the heartfelt effort of the Advisory Committee and especially the extra work of Mayor Kind and Councilmember Ansari. As we all agreed at the start of this process, it is time to make decisions and move forward.

Sincerely,

Mayor Scott Zerby and
the Shorewood City Council

cc: Tim Keane, Shorewood City Attorney
Theresa Zerby, Southshore Senior Partners



DRAFT

Date: _____, 2014
To: Southshore Center Founding City Councils of Excelsior, Deephaven, Shorewood, Tonka Bay
From: Greenwood City Council
Re: Withdrawal from Participation in the Southshore Center

The City of Greenwood received the 06-03-14 letter from the City of Shorewood requesting the Southshore Center (SSC) Founding Cities respond regarding interest to “continue in an ownership position.”

First, we would like to thank our fellow Founding Cities for participating in this latest round of discussions regarding the future of the SSC. And we especially thank Tonka Bay Councilmember Elli Ansari, Greenwood Mayor Deb Kind, Minnetonka Community Education Director Tim Litfin, and Architect Tammy Magney for their efforts in developing The Cove 3-year pilot project for the SSC. We respectfully disagree with Shorewood’s assertion that The Cove’s “revenue sources are either not possible or are in doubt.” In fact, we continue to support The Cove concept and believe it is the best chance for the SSC to come close to breaking even to ensure its long-term viability.

That being said, we acknowledge that Shorewood is not interested in either pursuing or further discussing The Cove concept. Since the SSC is located in Shorewood, it is clearly important for Shorewood to be on board with any new direction for the SSC. Since we disagree on the best direction for the SSC, it seems the best course is for us to gracefully bow out.

Per paragraph 6 of the 1996 Cooperative Agreement for the Southshore Senior / Community Center (still in effect), “Any City may terminate its participation in the Agreement at any time for any reason upon thirty (30) days written notice to the remaining Cities. The remaining Cities shall not have the right to object to any City’s withdrawal from this Agreement. A withdrawing City will not have the right to participate in decisions relating to this Agreement. Withdrawal from this Agreement will not result in the forfeiture of the withdrawing City’s undivided ownership interest in the Center, but the withdrawing City’s share of the costs incurred by the Cities pursuant to this Agreement, if any, shall be recovered out of the withdrawing City’s share of any proceeds resulting from the sale or liquidation of the Center.”

In other words, a City can withdrawal from participation, but a City cannot give up their ownership interest unless the Cooperative Agreement is amended.

Therefore, per paragraph 6 of the Cooperative Agreement, the City of Greenwood hereby withdraws from participation in the Southshore Center effective _____, 2014. Such “withdrawal from participation” means the City of Greenwood will no longer participate in sharing costs for operations, capital improvements, and decisions relating to the Southshore Center. However, per paragraph 6 of the Agreement, the City of Greenwood will continue to have undivided ownership interest in the Center.

Note: The City of Greenwood would be open to discussing an amendment to the Cooperative Agreement in which Greenwood would give up its ownership interest in the SSC while maintaining access for Greenwood residents. We recognize the desire by Shorewood to move in their own direction, but also believe that it is important to protect the interests of Greenwood residents in the facility that Greenwood helped establish and has consistently contributed to.

We wish the remaining SSC Participating Cities the very best.



Agenda Number: 6A

Agenda Date: 06-04-14

Prepared by Deb Kind

Agenda Item: Request for Day Dock Along LRT Trail Lakefront (near Green Woods on the Lake)

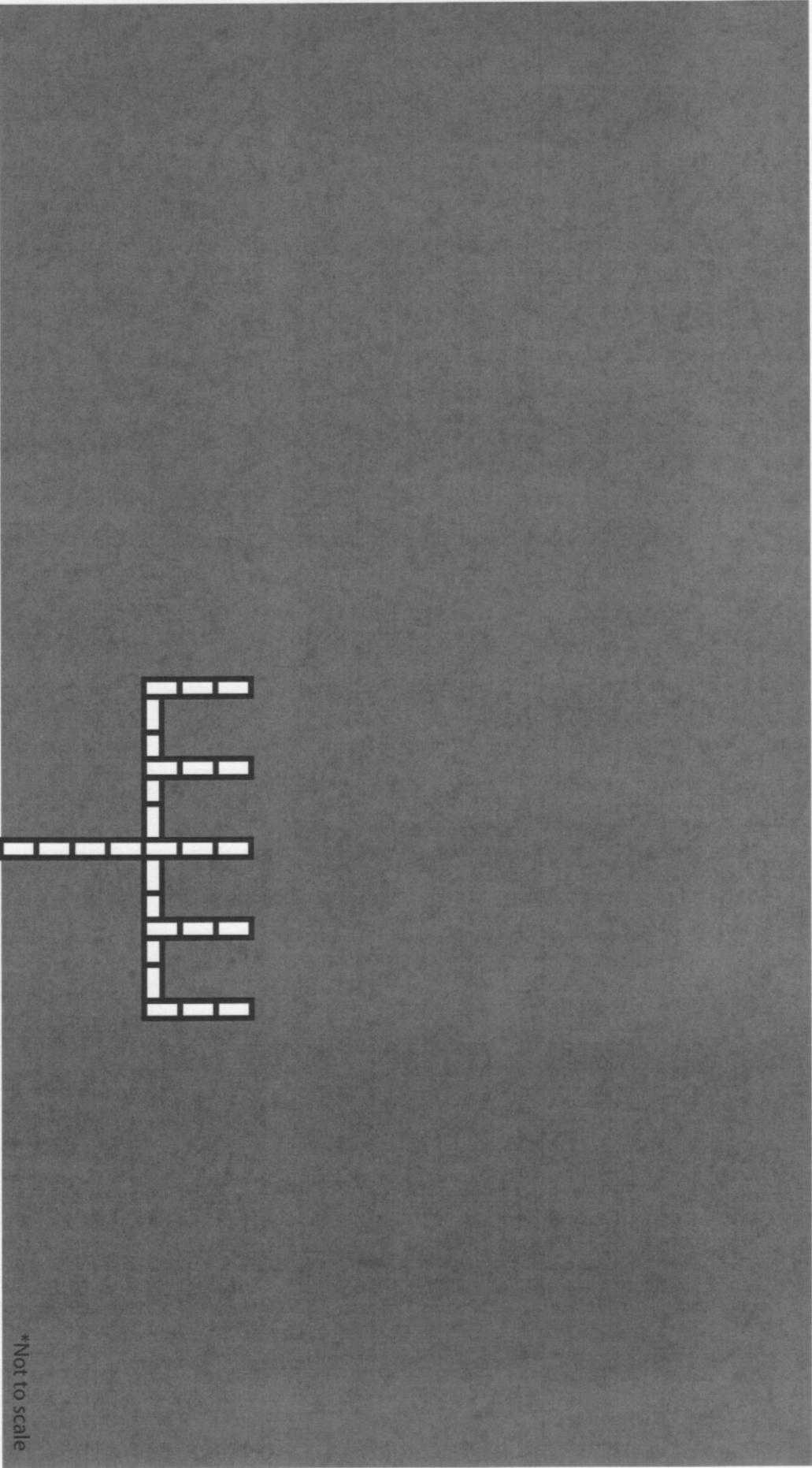
Summary: At the 05-07-14 city council meeting residents from the Green Woods on the Lake neighborhood presented the attached proposal for a day dock to be located across from the neighborhood trail (north of the LRT overlook). Also attached is an aerial photo of the area. At the 05-07-14 meeting the city council discussed whether or not the city has jurisdiction for the proposed location and directed the city attorney to research the city's authority.

The city attorney met with a representative from the Hennepin County Regional Railroad Authority but has not received a written opinion from the county as of the city council packet deadline.

Hennepin County Commissioner Jan Callison's office provided the attached lease agreement. Also attached are related documents.

The city council will discuss next steps at the 07-09-14 council meeting.

Council Action: None required.



*Not to scale

Public Path



Greenwoods on the Lake: Dock Proposal

The Greenwoods on the Lake Association, Inc., propose the following:

1. The Association requests permission to construct a day dock, with secure access for Association members, across the path from our 10 foot wide access path, between lots 2 and 3, (See attached diagram.). Historically, dock access was granted to a property owner adjacent to the path, example the YWCA. Said dock will be a temporary structure; the construction, maintenance, storage, and liability insurance would be the responsibility of The Greenwoods on the Lake Association.
2. This dock will conform to Lake Minnetonka Conservation Department requirements.
3. Location: The dock will be placed across from the existing easement between lots 2 and 3 (See diagram.)
4. Security: The Association will install and maintain a security gate.
5. Storage: The dock will be stored offside, at the expense of The Association.
6. Proposed dock usage policy: loading and unloading with no overnight docking.

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

Lease No. 89002

LEASE AGREEMENT

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

The City of Greenwood

20225 Cottagewood Road, Excelsior, 55331, LESSEE;

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

I.

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

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

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

Swimming beach and beautification.

II.

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

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

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

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

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

III.

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

IV.

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

V.

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

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

VI.

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

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

VII.

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

VIII.

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

IX.

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

X.

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

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

HENNEPIN COUNTY REGIONAL
RAILROAD AUTHORITY

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

By: [Signature]
Chairman, Board of Commissioners

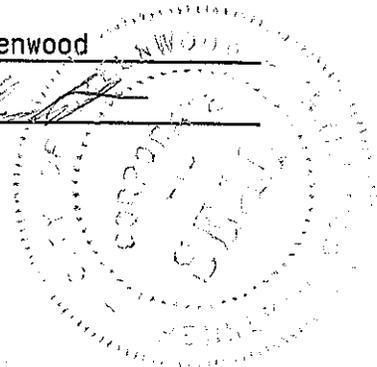
[Signature]
Assistant County Attorney
Date: 3-9-88

And: [Signature]
Deputy Executive Director

APPROVED AS TO EXECUTION:

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

The City of Greenwood
LESSEE
[Signature]
By its
Mayor



RESOLUTION NO. 6-89

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

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

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

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

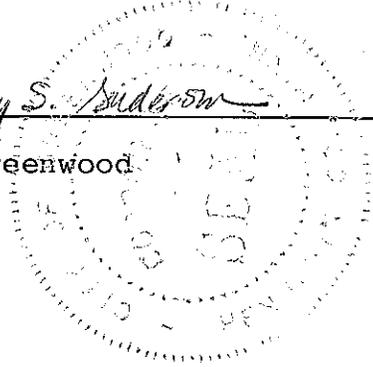
Upon vote being taken there were 5 yeas and 0 nays.

CERTIFICATION

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

Wendy S. Anderson
City Clerk
City of Greenwood

Dated: March 8, 1989



RESOLUTION NO. 6-89

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Wendy S. Anderson
City Clerk
City of Greenwood

Dated: March 8, 1989

KELLY LAW OFFICES

351 SECOND STREET
EXCELSIOR, MINNESOTA 55331
(612) 474-5977

WILLIAM F. KELLY
MARK W. KELLY

March 8, 1989

HAND DELIVERED

Mr. Donald A. Lawrence
Senior Right of Way Agent
Hennepin County Regional Railway Authority
A2307 Government Center
Minneapolis, MN 55487-0237

Re: City of Greenwood & HCRRA Property Lease

Dear Mr. Lawrence:

The City of Greenwood has held its first council meeting since receipt of the above lease. The lease was approved at the March 7th meeting and the mayor authorized to execute the same.

Enclosed are two executed copies of the lease and two certified copies of the resolution authorizing its execution by Greenwood. We await receipt of the completed executed lease. I will forward a draft in the amount of \$1.00.

Sincerely,

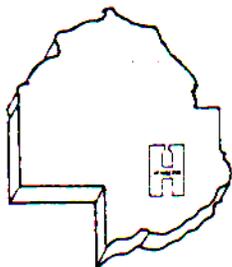

William F. Kelly

WFK/al
Enclosure

cc: Clerk, City of Greenwood

73-3-345

HENNEPIN COUNTY REGIONAL RAILROAD AUTHORITY



Southwest Street Level Government Center
Minneapolis, MN 55487-0016
Phone: (612) 348-9260
FAX: (612) 348-9710

May 14, 1993

Mr. Mark W. Kelly
Kelly Law Offices
351 Second Street
Excelsior, MN 55331

Re: *HCRRA Right of Way/City of Greenwood*

Dear Mr. Kelly:

The Hennepin County Regional Railroad Authority (HCRRA) has entered into a lease agreement with the Suburban Hennepin Park Reserve District. The intent is to enable the Hennepin Parks to provide a uniform trail over the length of the corridor until such time as the property is needed for Light Rail Transit or some other transportation use. We hope the City of Greenwood will support the Park's efforts. It clearly is more efficient and practical for the Park group to manage a trail operation than either the HCRRA or the many separate municipalities.

As you are aware, the HCRRA has a current lease with the City of Greenwood for public use of 700 feet of the rail corridor adjacent to the old Lyman Lodge and Lake Minnetonka. Although there have been several recent requests for access to the lake and to establish boat docks on the property, it is our intent to maintain the City's lease. You may know that the current lease extends to both edges of the right of way.

It is important for the HCRRA to retain control of remaining right of way outside the 30-foot park trail and outside the boundaries of the above-mentioned City lease. The HCRRA will consider requests for specific uses for specific parcels, but we must retain general responsibility for the corridor. We share a common concern for preserving vegetation and preventing or eliminating encroachments. We welcome any information you or City staff

BOARD OF COMMISSIONERS

Sandra Hilary Peter McLaughlin Mike Opat Randy Johnson Mark Andrew John Keefe Emily Anne Staples
Chair Vice Chair Treasurer Secretary

Mr. Mark W. Kelly
Page 2
May 14, 1993

can provide regarding either issue. We stand ready to cooperate with Greenwood and any other city on the corridor to preserve the integrity of this public property and provide the maximum public benefit consistent with long-range plans for the property.

Sincerely,

A handwritten signature in cursive script that reads "Kenneth Stevens". The signature is written in dark ink and is positioned above the typed name.

Kenneth E. Stevens, Director
Light Rail Transit

KES/sw

cc: Commissioner Emily Anne Staples
Vern T. Genzlinger, Executive Director, HCRRA

RECEIVED

HENNEPIN COUNTY ATTORNEY'S OFFICE
Civil Division
M E M O R A N D U M

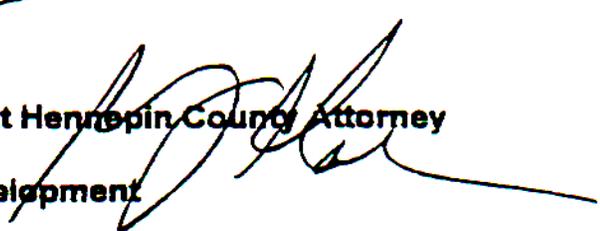
JUN 14 1999

HENNEPIN COUNTY
TRANSIT AND COMMUNITY WORKS

TO: Gary Erickson, HCRRA ✓
Marcia Wilda, HCRRA

FROM: Marilyn J. Maloney, Assistant Hennepin County Attorney

RE: HCRRA – Green Woods Development
C.A. File No. 99-0276



**City of Greenwood Lease of HCRRA Property
Lease No. 89002**

DATE: June 14, 1999

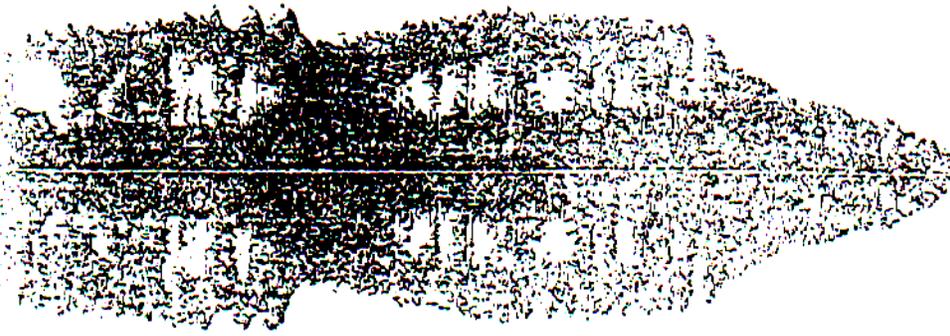
I have examined the above-referenced lease of HCRRA property to the City of Greenwood for a swimming beach and beautification. Green Woods on the Lake Association proposes that HCRRA grant them an easement across the same property for the purpose of creating a private dock facility to its benefit on Lake Minnetonka.

The lease to the City renews automatically unless terminated by either party on 30 days' written notice pursuant to paragraph II. It is my understanding that neither HCRRA nor lessee City of Greenwood has served written notice of termination of the lease.

Granting an easement for a private docking facility over property currently under lease for a public swimming beach creates a conflict in use. Accordingly, HCRRA should be certain that the City's rights to the property under the lease are extinguished prior to proceeding with any easement to the Association.

It is my recommendation: Prior to granting any rights to the Association, HCRRA terminate the lease to the City with 30 days written notice, unless the City provides such termination releasing its rights under the lease before that time. (The board resolution authorizing termination of the lease may be presented at the same time as the resolution authorizing the easement with the understanding that the easement may not be granted until 30 days expires, unless HCRRA receives an earlier release from the City.)

MJM/ljb



On Lake Minnetonka

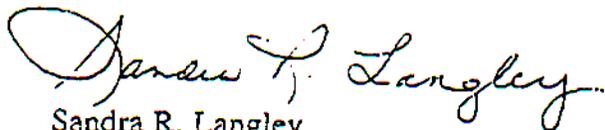
October 6, 1999

Vern T. Genzlinger
Deputy Executive Director
Hennepin County Regional Railroad Authority
417 North Fifth Street, Suite 320
Minneapolis, MN 55401-1362

Dear Mr. Genzlinger,

The City of Greenwood discussed at their Council meeting the desire to continue Lease No. 89002 for use as a swimming beach and beautification. Attached is a check in the amount of \$100 to cover the lease period from 1997 through 2097. If you would have any further questions I can be reached at 474-4755.

Sincerely,



Sandra R. Langley
City Clerk

ANCHOR  BANK NATIONAL ASSOCIATION

1086 Wayzata Boulevard East WAYZATA, MN 55391 612-473-4000
548 Prairie Center Drive EDEN PRairie, MN 56244 612-842-7822
3888 Viewwood Lane North PLYMOUTH, MN 55441 612-848-8338

0204

REMITTER: CITY OF GREENWOOD ***** DATE 10/05/99

75-1426/910

PAY TO THE ORDER OF HENNEPIN COUNTY REGIONAL RAILROAD AUTHORITY *****

EXACTLY **100 AND 00/100 DOLLARS

\$ 100.00

CASHIER'S CHECK

THE PURCHASE OF AN INDEMNITY BOND WILL BE REQUIRED BEFORE ANY CASHIER'S CHECK OF THIS BANK WILL BE REPLACED OR REFUNDED IN THE EVENT IT IS LOST, MISPLACED OR STOLEN.

ANCHOR BANK

AUTHORIZED SIGNATURE

Deborah A. Hayes

⑈020420⑈ ⑆091014267⑆ 4100160⑈

ANCHOR  BANK NATIONAL ASSOCIATION

1086 Wayzata Boulevard East WAYZATA, MN 55391 612-473-4000
548 Prairie Center Drive EDEN PRairie, MN 56244 612-842-7822
3888 Viewwood Lane North PLYMOUTH, MN 55441 612-848-8338

0204

REMITTER: CITY OF GREENWOOD ***** DATE 10/05/99

75-1426/910

HENNEPIN COUNTY REGIONAL RAILROAD AUTHORITY *****

EXACTLY **100 AND 00/100 DOLLARS

\$ 100.00

CUSTOMER - FILE COPY

CASHIER'S CHECK

ANCHOR BANK

AUTHORIZED SIGNATURE

NOT NEGOTIABLE

Hennepin County Regional Railroad Authority
Accounts Receivable Information for Billing

Account Name: CITY OF GREENWOOD

Project No.: 73-34085 New Current
(OLD HCRA # 89002)

Billing amount should be changed to \$ \$1.00 / yr. (ONE DOLLAR / yr.)

Begin billing new amount for this period 4/1/2097 to 3/31/2098

Reason for change RECEIVED 100 YEAR PAYMENT

Billing Address: CITY OF GREENWOOD
ATTN: CITY CLERK (ph. #612-474-4755)
2025 COTTAGEWOOD ROAD
EXCELSIOR, MN. 55331

Date HCRA Board approved lease: _____

Discussion of extenuating circumstances:

LEASE RATE = \$100 / yr.
LEASE RENEWS AUTOMATICALLY EACH YEAR
DEPOSIT PAYMENT IN AMOUNT OF \$100.00.
ADD TO LIST OF LONG TERM AGREEMENTS

Date billing can begin on this account: 4/1/2097

Bill separately for deposit in the amount of \$ 0

Deposit has been collected in the amount of \$ 0

The first billing will include the period 4/1/2097 to _____
3/31/2098

Total amount of first billing should be: \$ \$100

Billing will be: Monthly Semi-annually Annually Other _____

Approval Signature: [Signature]
Date: 10/12/99



Agenda Number: 6C

Agenda Date: 07-09-14

Prepared by Deb Kind

Agenda Item: Consider Resolution 17-14 Assessor Contract

Summary: The current agreement with Hennepin County to provide assessor services for the city expires on 07-31-14. The city council authorized the city clerk to advertise a Request for Proposals (RFPs) to provide assessor services for the city and the city received no proposals. Therefore the default is for the city to contract with the county assessor. Attached is the resolution for the council's consideration

Council Action: Council action is required. Potential motions ...

1. I move the city council approves resolution 17-14 regarding a 2-year contract with the Hennepin County Assessor to provide assessment services for the city, and further directs the city clerk to mail 3 original copies to the Hennepin County Assessor, one for the clerk of the Hennepin County Board, one for the Assessor's files, and one copy to be signed and returned to the city.
2. Other motion ???

AGREEMENT

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

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

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

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

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

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

1. The COUNTY shall perform the 2015 and 2016 property assessment for the CITY OF GREENWOOD in accordance with property assessment procedures and practices established and observed by the COUNTY, the validity and reasonableness of which are hereby acknowledged and approved by the CITY. Any such practices and procedures may be changed from time to time, by the COUNTY in its sole judgment, when good and efficient assessment procedures so require. The property assessment

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

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

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

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

5. It shall be the responsibility of the CITY to have available at the CITY's

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

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

7. It is agreed that nothing herein contained is intended or should be construed in any manner as creating or establishing the relationship of joint venturers or co-partners between the parties hereto or as constituting the CITY as the agent, representative or employee of the COUNTY for any purpose or in any manner whatsoever. Any and all personnel of CITY or other persons, while engaged in the performance of any activity under this Agreement, shall have no contractual relationship with the COUNTY and shall not be considered employees of the COUNTY and any and all claims that may or might arise under the Workers' Compensation Act of the State of Minnesota on behalf of said personnel or other persons while so engaged, and any and all claims whatsoever on behalf of any such person or personnel arising out of employment or alleged employment including, without limitation, claims of

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

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

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

10. Neither party hereto shall be deemed to be in default of any provision of

this Agreement, or for delay or failure in performance, resulting from causes beyond the reasonable control of such party, which causes shall include, but are not limited to, acts of God, labor disputes, acts of civil or military authority, fire, civil disturbance, changes in laws, ordinances or regulations which materially affect the provisions hereof, or any other causes beyond the parties' reasonable control.

11. This Agreement shall commence on August 1, 2014, and shall terminate on July 31, 2016. Either party may initiate an extension of this Agreement for a term of two (2) years by giving the other written notice of its intent to so extend no less than 150 days prior to the termination of this Agreement. If the party who receives said notice of intent to extend gives written notice to the other party of its desire not to extend within 110 days prior to termination of this Agreement, this Agreement shall terminate on July 31, 2016.

Nothing herein shall preclude the parties, prior to the end of this Agreement, from agreeing to extend this contract for a term of two (2) years. Any extended term hereof shall be on the same terms and conditions set forth herein and shall commence on August 1, 2016. Either party may terminate this Agreement for "just cause" as determined by the Commissioner of Revenue after hearing for such a determination is held by the Commissioner of Revenue and which has been attended by representatives of COUNTY and CITY or which said representatives had a reasonable opportunity to attend, provided that after such determination, any party desiring to cancel this Agreement may do so by giving the other party no less than 120 days' written notice. If the CITY should cancel this Agreement, as above provided, before the completion of the then current property assessment by the COUNTY, the CITY agrees to defend and hold the COUNTY, its officials, officers, agents, employees and

duly authorized volunteers harmless from any liability that might ensue as a result of the non-completion of a property tax assessment.

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

12.A. In consideration of said assessment services, the CITY agrees to pay the COUNTY the sum of Seventeen Thousand Dollars (\$17,000) for each assessment, provided that any payment for the current year's assessment may be increased or decreased by that amount which exceeds or is less than the COUNTY's estimated cost of appraising new construction and new parcels for the current year's assessment. The amount of any increase or decrease shall be specified in the billing for the current year's assessment.

12.B. Regarding each assessment, in addition to being subject to adjustment in the above manner, said assessment cost of \$17,000.00 may also be increased by the COUNTY if:

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

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

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

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

Payment for each assessment shall be made in the following manner:
Approximately one-half (1/2) of the cost of an assessment (the amount payable being set forth in a bill sent by the COUNTY to the CITY) shall be paid by the CITY no later than the fifteenth (15th) day of the December which precedes the pertinent assessment

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

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

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

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

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

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

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

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

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

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

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by its duly authorized officers and delivered on its behalf, this _____ day of _____, 2014.

COUNTY OF HENNEPIN
STATE OF MINNESOTA

Reviewed by
County Attorney's Office:

By: _____
Chair of the County Board

Assistant County Attorney
Date: _____

And: _____
Assistant/Deputy/County Administrator

ATTEST: _____
Deputy/Clerk of the County Board

CITY OF GREENWOOD

By: _____

Its _____

And: _____

Its _____

City organized under:

_____ Statutory _____ Option A _____ Option B _____ Charter

EXHIBIT A
CITY OF GREENWOOD

During the contract term, the County shall:

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



Agenda Number: 6D

Agenda Date: 07-09-14

Prepared by Deb Kind

Agenda Item: Potential Special Event Permit Ordinance

Summary: It is common for cities to require permits for special events. Below are examples of special events that take place in Greenwood. Currently the below events coordinate with the South Lake Minnetonka Police Department, but the city receives no notification for these special events -- they just "happen."

- Luck O' the Lake
- July 4th Firecracker Run
- Tour de Tonka
- Lake Minnetonka Triathlon
- ALARC Legends 10K Run

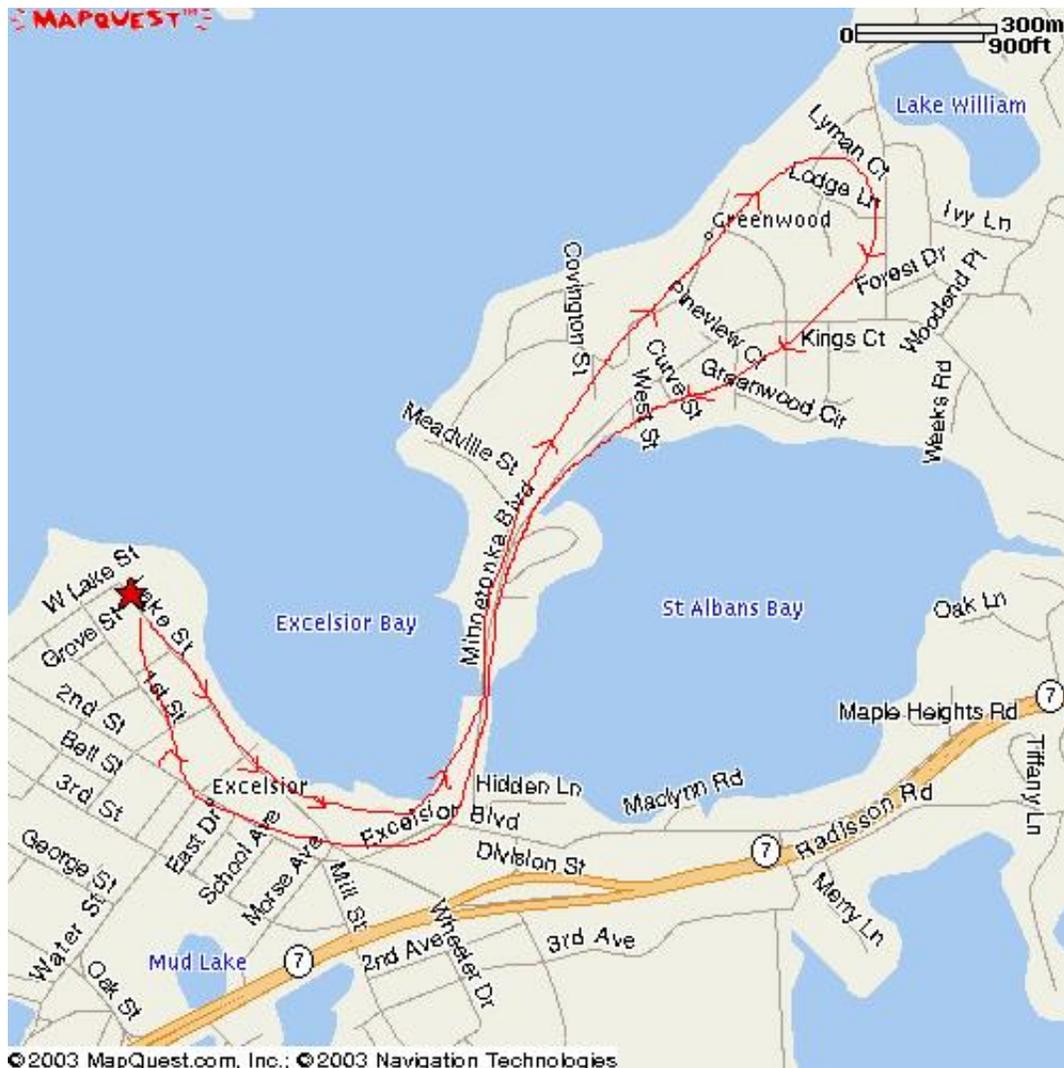
To get a "handle" on special events, the city council may wish to consider drafting a special event ordinance, so the city has the authority to issue permits for special events. The purpose of a special event ordinance would be to regulate the time, place, and manner of conduct of special events in order that the health, safety, and welfare of all people in the city, residents and visitors alike, may be protected.

For the council's reference, attached are the following ...

1. Maps of the special event routes.
2. Excelsior's special event ordinance.
3. Spring Park's special event ordinance.

Council Action: None required. Potential motions ...

1. I move the council directs that a draft of a special event ordinance be placed on the _____, 2014 agenda for a 1st reading.
2. Other motion ???



2014 Lake Minnetonka
Triathlon Map
(running portion)

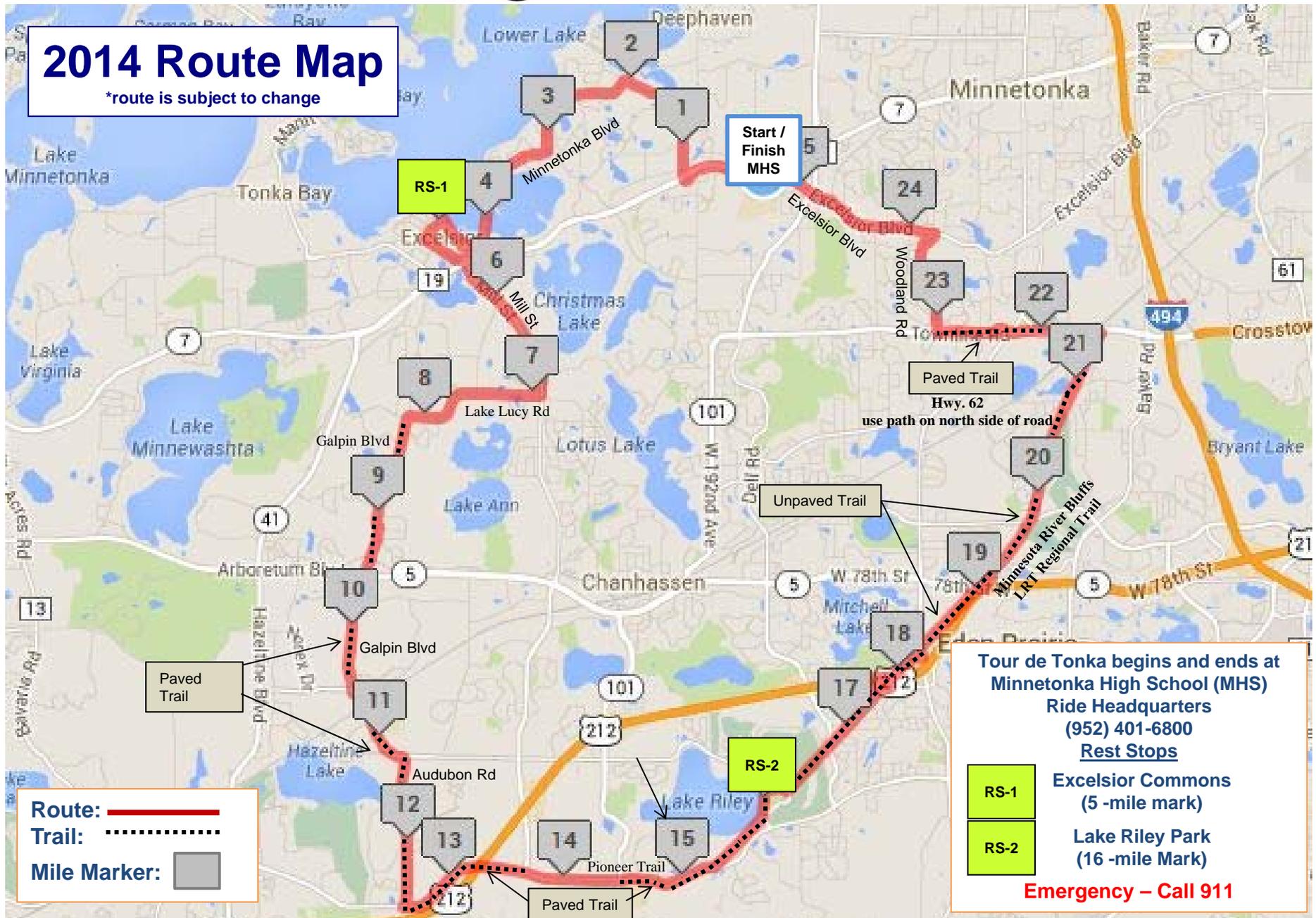
Tour de Tonka



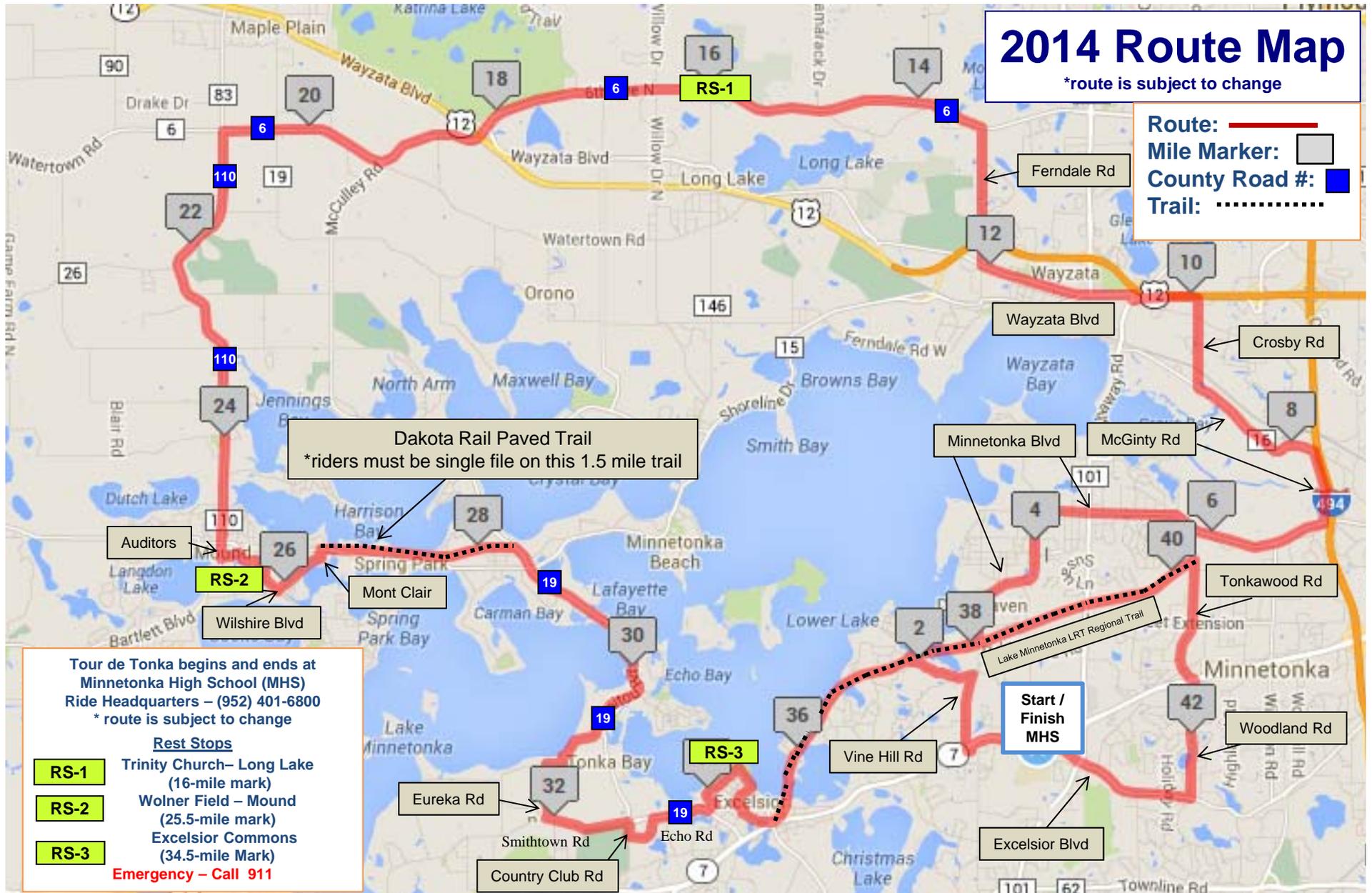
26 Mile Map

2014 Route Map

*route is subject to change



Tour de Tonka 44 Mile Map



Friday, June 20, 2014

2014 LEGENDS 10K RUN | 5K RUN/WALK

NOT AN ALARC MEMBER? [Register Now](#)



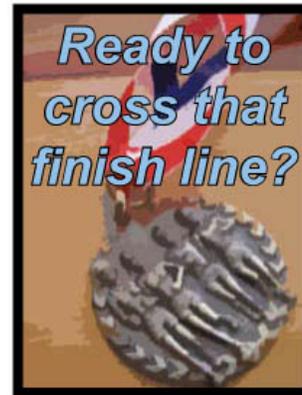
VISIT ALARC ON FACEBOOK



FOLLOW @ALARCFitness ON TWITTER

**ALARC Legends 10K Run | 5K Run/Walk
September 27th 2014**

Deephaven Elementary School, 4452 Vine Hill Road, Deephaven, MN 55331



**Sign up for ALARC's
Distance class today**

OUR 2014 LEGENDS:

To Be Announced

COURSE:

USATF Sanctioned Event and Certified Courses! Both the 10K and 5K course begin and finish at the Deephaven Elementary School, The course is mostly flat and fast with some areas wooded, but it will be primarily on a portion of the Minnetonka Trail System which has a smooth, gravel surface over a former rail line.

10K - MN07020RR

5K - MN07019RR

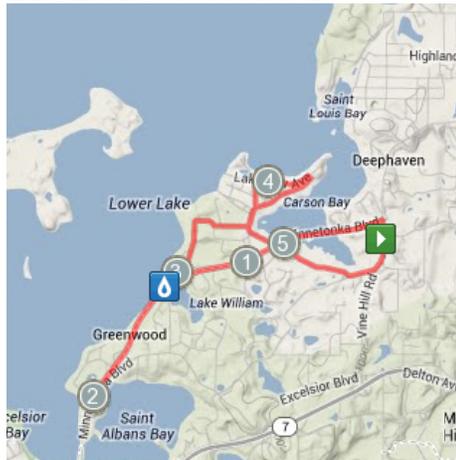
powered by

mapmyrun

[/us/excelsior-mn/legends-10k-race-route-32296102](http://us/excelsior-mn/legends-10k-race-route-32296102)

32296102)

LEGENDS 10K RACE



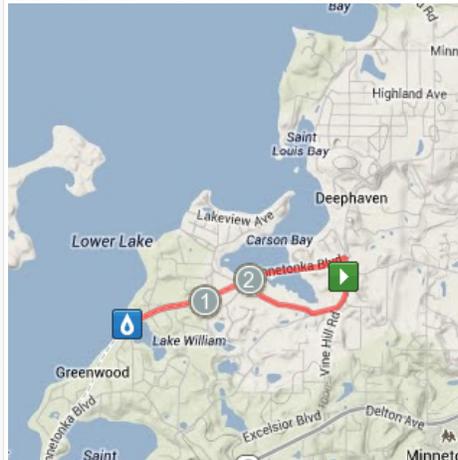
powered by

mapmyrun

[/us/deephaven-mn/legends-5k-run-walk-route-32298162](http://us/deephaven-mn/legends-5k-run-walk-route-32298162)

32298162)

LEGENDS 5K RUN/WALK





2014 Firecracker 10K

www.excelsiorfirecrackerrun.com

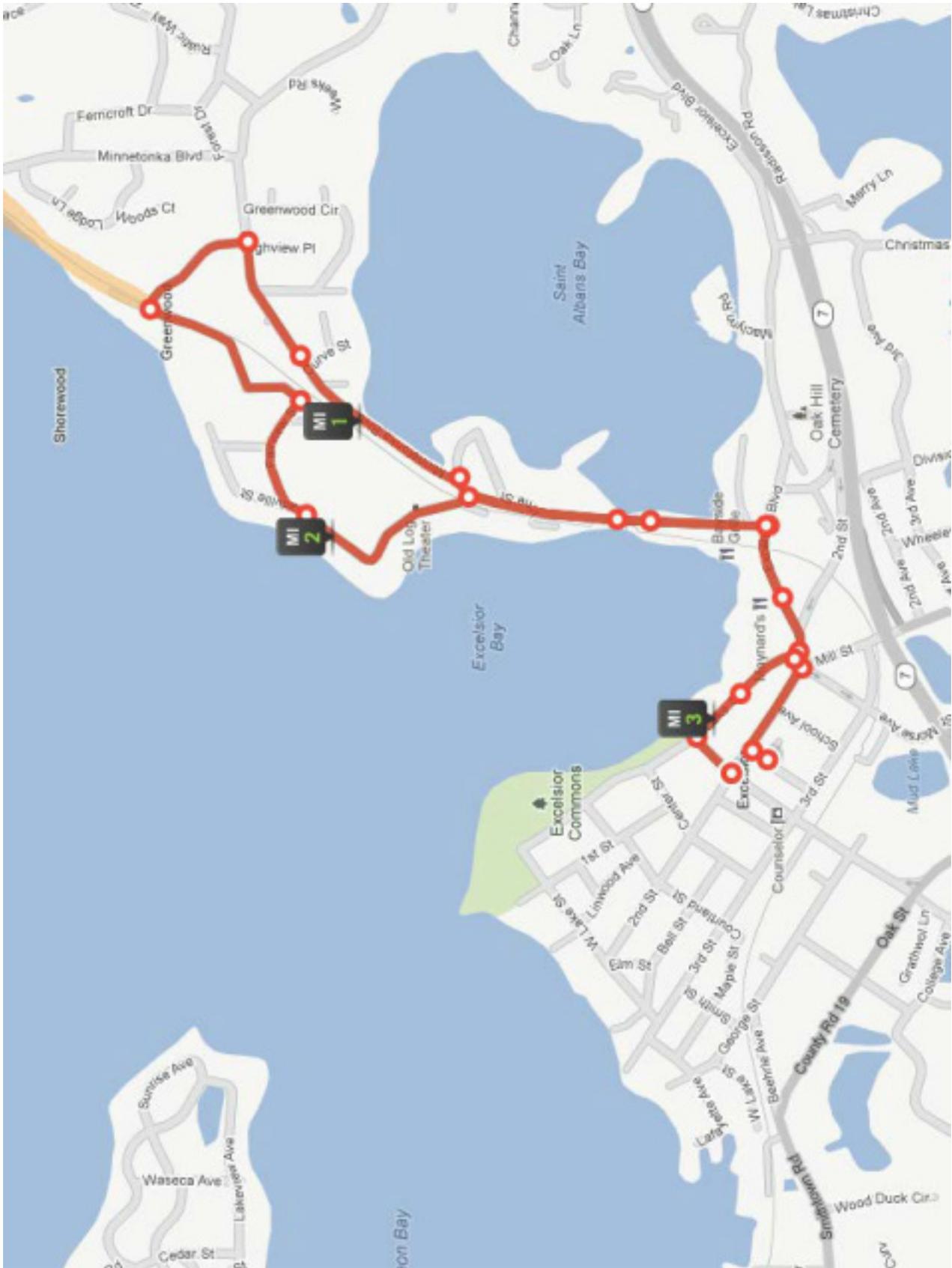
Start
Schedule

8:10
1 Mile

8:30
5K & 10K



Luck O' the Lake Route



DIVISION 1. GENERALLY 

[Sec. 6-180. Policy.](#)

[Sec. 6-181. Definitions.](#)

[Secs. 6-182—6-189. Reserved.](#)

Sec. 6-180. Policy. 

It is the intent and purpose of this article to establish regulatory requirements and procedures for purposes of protecting the health, safety and welfare of the public during the conduct of special events within the City of Spring Park.

(Ord. No. 12-01, 4-2-2012)

Sec. 6-181. Definitions. 

For purposes of this article, the following words shall have the definitions given to them in this section unless the context clearly indicates or requires a different meaning.

Person. A natural person, group of natural persons, association, organization, club, partnership, limited partnership, limited liability company, corporation or any other legal entity.

Special event. The following constitute a special event:

- (1) Any outdoor gathering of more than 35 individuals persons on public property assembled for a common purpose for a period of one hour or longer;
- (2) Any event or gathering (whether on public or private property) which generates on-street parking needs for more than 20 vehicles;
- (3) Any event or gathering which impedes, obstructs or blocks the free flow of pedestrian or vehicle traffic on public streets, sidewalks or any other public way at any time;
- (4) Any event or gathering on public property using (a) a tent or membrane structure having an area in excess of 400 square feet or (b) a canopy covering an area in excess of 600 square feet or (c) when heat sources, cooking equipment, spark/ember producing processes or open flame are used near or contained within a tent, membrane structure or canopy of any size.

Examples of special events include, but are not limited to: block parties, fundraisers, estate sales, marathons, walkathons, runs/walks/races, bicycles rides or races, skiing events or races, parades, circuses, arts or crafts fairs, flea markets, exhibits, carnivals, fishing contests, and any other gatherings or events of a similar nature.

(Ord. No. 12-01, 4-2-2012)

Secs. 6-182—6-189. Reserved. 

DIVISION II. PERMIT; PENALTY; ENFORCEMENT

[Sec. 6-190. Permit required.](#)

[Sec. 6-191. Exceptions.](#)

[Sec. 6-192. Application.](#)

[Sec. 6-193. Investigation and review.](#)

[Sec. 6-194. Council action; imposition of conditions.](#)

[Sec. 6-195. Denial of permit application.](#)

[Sec. 6-196. Payment of expenses.](#)

[Sec. 6-197. Issuance of permit.](#)

[Sec. 6-198. Indemnification.](#)

[Sec. 6-199. Penalty; enforcement.](#)

Sec. 6-190. Permit required.

No person shall hold, host, conduct, present or participate in a special event within the city unless a permit has been issued for such event as provided in this article.

(Ord. No. 12-01, 4-2-2012)

Sec. 6-191. Exceptions.

The following events are not required to apply for permits under this division:

- (1) Funeral processions;
- (2) Occasional, private, social parties held in private residences or private lots which do not require public services (such as utility, police, fire or security services) which exceed the normal levels of services provided in the ordinary course of business and which do not require special services from any other city department or city staff;
- (3) Occasional estate or garage sales held at a private residence which do not generate on-street parking needs for more than 20 vehicles, do not require extra or special public services and which do not otherwise meet the definition of a special event pursuant to section 6-181
- (4) Events sponsored or managed by the City of Spring Park;
- (5) Events held in or on the grounds of any school, place of worship, athletic field, arena, auditorium or other place of assembly used for regularly established assembly purposes.

(Ord. No. 12-01, 4-2-2012)

Sec. 6-192. Application.

Written application for a special event permit on a form prescribed by the city council must be delivered to city hall at least 45 days in advance of the proposed date on which the event is to occur unless the time requirement is reduced or waived by the city council in its sole discretion. The application must include the name and address of the person holding or sponsoring the event and, if different, the name and address of the owner of the property where the event will be held; the event location or route; the time of

commencement and termination of the event; a general description of the event and a description of any extraordinary public services or special services requested or needed for the event. The application will be considered complete only when the form is fully completed, signed by the applicant, and the application fee paid to the city. The application fee will be as prescribed by the city council and set forth in the schedule of fees in [the] City Code and on file in city hall. The application fee is nonrefundable.

(Ord. No. 12-01, 4-2-2012)

Sec. 6-193. Investigation and review.

Upon receipt of a complete application, the city administrator will deliver a copy of the application to the police chief and the fire marshal for investigation and review. Within ten days of receipt of the application, the police chief and fire marshal will deliver to the city administrator a written recommendation for approval or disapproval of the permit based on findings regarding the effect of the proposed special event on public health, safety and welfare, including, but not limited to, the ability of the city to direct and control traffic and parking and the event's compliance with the city fire code. If the event involves the use of state trunk highways, the police chief will make necessary arrangements with the Minnesota Department of Public Safety for alternate routes or other necessary changes to the event.

(Ord. No. 12-01, 4-2-2012)

Sec. 6-194. Council action; imposition of conditions.

The city administrator shall refer the complete application and the recommendations of the police chief, fire marshal and city administrator to the city council for action at its next regular meeting following receipt of the recommendations. The city council may deny the permit, approve the permit, or approve the permit subject to reasonable conditions deemed necessary to protect the health, safety and welfare of city residents and the public. Such conditions may relate to any of the following:

- (1) Location and hours of the event;
- (2) Sanitation and/or availability of potable water;
- (3) Security and/or crowd control;
- (4) Parking;
- (5) Traffic direction and control;
- (6) Emergency and medical services;
- (7) Clean-up and trash disposal;
- (8) Insurance;
- (9) Lighting;
- (10) Fire safety, including meeting the provisions of the city and state fire codes;
- (11) Temporary barricades and/or fencing;
- (12) Size, location and removal of advertising or promotional materials;
- (13) Noise levels and methods for compliance with city noise ordinances;
- (14) Alcohol consumption;
- (15) Notification of neighboring residents and businesses;
- (16) Any other conditions which the city council deems reasonable or necessary to protect the health, safety and welfare of city residents and the public.

(Ord. No. 12-01, 4-2-2012)

Sec. 6-195. Denial of permit application.

The city council may deny a special event permit application based upon a finding or determination that:

- (1) The event would endanger public health, safety or welfare;
- (2) The event would unreasonably inconvenience city residents or the general public;
- (3) The event would unreasonably infringe on the rights of abutting or neighboring properties;
- (4) The event would conflict with another event or interfere with construction or maintenance work;
- (5) There are not sufficient public safety personnel or event staff available to safely and successfully operate the event; or
- (6) The event would violate any law, rule, regulation or ordinance of the City of Spring Park, State of Minnesota, Hennepin County, Minnehaha Creek Watershed District, Lake Minnetonka Conservation District or any agency or other governmental body having jurisdiction.

(Ord. No. 12-01, 4-2-2012)

Sec. 6-196. Payment of expenses.

The applicant for a special event permit must pay all expenses incurred by the city with respect to the event, including, without limitation, the expenses related to the provision of additional police or fire department services or city staff time required for the event and the enforcement of the permit, including enforcement of any permit conditions. The city may, as a condition of permit approval, require the applicant to deposit with the city an amount up to 125 percent of the estimated amount of such expenses as determined by the city; provided, however, the applicant's obligation to pay all expenses as provided in this section is not limited to the amount of the deposit. In the event that the actual expenses of the city related to the event are less than the amount of the deposit, the city will refund the excess funds to the applicant.

(Ord. No. 12-01, 4-2-2012)

Sec. 6-197. Issuance of permit.

A special event permit will be issued to the applicant by the city administrator upon approval of the city council and receipt by the city of full payment of the application fee and any deposit required to cover estimated costs to be incurred by the city for the event.

(Ord. No. 12-01, 4-2-2012)

Sec. 6-198. Indemnification.

The permit holder must agree to defend, indemnify, and hold harmless the city, its council members, employees, officers, contractors and agents from and against any and all liability, claims, damages, costs, judgments or expenses, including attorneys fees, resulting directly or indirectly from any act or omission arising out of, caused by, or related to the conduct of the activities authorized by the permit and such agreement will be part of the permit.

(Ord. No. 12-01, 4-2-2012)

Sec. 6-199. Penalty; enforcement.

- (a) Any person who violates any condition of a special event permit or any provision of this article shall be guilty of a misdemeanor punishable as provided in [section 1-13](#) of the City Code.
- (b) The city may enforce this article using any of the following methods:
 - (1) Citation by police officer or any other city official;

- (2) Administrative fine pursuant to [section 1-14](#) of the City Code;
- (3) Criminal misdemeanor prosecution; or
- (4) Permit revocation; including immediate termination of the event and/or disbursement of persons gathered.

(Ord. No. 12-01, 4-2-2012)

DIVISION 1. GENERALLY



[Sec. 10-511. Intent of article.](#)

[Sec. 10-512. Definitions.](#)

[Sec. 10-513. Applicability of article provisions.](#)

[Sec. 10-514. Enforcement of article provisions.](#)

[Sec. 10-515. Variances.](#)

[Secs. 10-516—10-540. Reserved.](#)

Sec. 10-511. Intent of article.



It is the purpose of the city council to regulate the assemblage of large numbers of people in excess of those normally needing the health, sanitary, fire, police, transportation, and utility services regularly provided in the city; and to regulate the time, place, and manner of conduct of assemblies and parades in order that the health, safety, and welfare of all people in the city, residents and visitors alike, may be protected.

(Code 1982, § 406:10, subd. 1)

Sec. 10-512. Definitions.



The following words, terms, and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Assembly means a company of persons gathered together at any location at any single time for any purpose, whether in conjunction with an established bona fide business or not, but not including the actual normal activities of the business itself.

Parade means any parade, march, ceremony, show, exhibition, pageant, or procession of any kind, or any similar display, in or upon any street, park, or other public place in the city.

Person means any individual natural human being, partnership, corporation, firm, company, association, society, or group.

(Code 1982, § 406:20, subd. 2)

Cross reference— Definitions generally, § 1-2.

Sec. 10-513. Applicability of article provisions.



- (a) This article shall not apply to any licensed liquor establishment to the extent that any assemblies are held within the confines of areas wherein it conducts its normal business activities and within its normal seating capacity and layout or to any regularly established permanent place of worship, school activity, stadium, athletic field, arena, auditorium, coliseum, or other similar permanently established place of assembly for assemblies which do not exceed the maximum capacity of the structure where the show or exhibition is held.
- (b) This article shall not apply to activities conducted upon city ground or public property, except for parades conducted on city street with the prior approval of the city council; provided, however, that

the city shall establish appropriate conditions on the use of the park and public property to ensure compliance with the intent of this article.

(Code 1982, § 406:20, subds. 8, 9)

Sec. 10-514. Enforcement of article provisions.

- (a) The provisions of this article may be enforced by injunction in any court of competent jurisdiction.
- (b) The holding of an assembly or parade in violation of any provision or condition contained in this article shall be deemed a public nuisance and may be abated as such.
- (c) Any violation of this article within the city shall be a misdemeanor and the violation shall be punished in accordance with [section 1-13](#)

(Code 1982, § 406:70)

Sec. 10-515. Variances.

In cases deemed appropriate by resolution of the full city council, variances by a majority vote of the council from any section of this article may be granted where such variances do not deter from the basic intent and purpose of this article.

(Code 1982, § 406:80)

Secs. 10-516—10-540. Reserved.

DIVISION 2. PERMIT

[Sec. 10-541. Required.](#)

[Sec. 10-542. Fee.](#)

[Sec. 10-543. Scope of permit.](#)

[Sec. 10-544. Conditions for issuing.](#)

[Sec. 10-545. Application.](#)

[Sec. 10-546. Revocation.](#)

[Secs. 10-547—10-580. Reserved.](#)

Sec. 10-541. Required.

No person shall permit, maintain, promote, conduct, advertise, act as entrepreneur, undertake, organize, manage, sell, or give tickets to an actual or reasonably anticipated assembly of more than 100 people, which continues or can reasonably be expected to continue for three or more consecutive hours, whether on public or private property, unless a permit to hold the assembly has first been issued. No person shall engage in, participate in, aid, form, or start any parade, with the exception of funeral processions or any government agency action within the scope of its function, unless a parade permit has first been issued. The city manager may issue permits for assemblies anticipating 100 to 500 people and the city council shall issue permits for assemblies anticipating 501 or more people, and for all parades. Notwithstanding the forgoing, any permit seeking to close a city street, multiple day events, or outdoor music on public properties, shall require approval of the city council. When applying for an assembly or parade permit, the sponsor must submit certified copies of other necessary state licenses and/or permits to support his application. A permit to hold an assembly or parade issued to one person shall permit any person to engage in any lawful activity in connection with the holding of the permitted assembly or parade.

(Code 1982, § 406:20, subd. 1; Ord. No. 479, § 1, 11-21-2011)

Sec. 10-542. Fee.

The fee for each permit shall be as established by resolution of the city council from time to time and may be waived by the council, provided that an application has been submitted with the fee and a waiver of the fee has been requested by the applicant.

(Code 1982, § 406:20, subd. 3)

Sec. 10-543. Scope of permit.

A permit shall permit the assembly of only the maximum number of people stated in the permit. The permittee shall not sell tickets to nor permit to assemble at the permitted location more than the maximum permissible number of people. The permittee shall not permit sound generated by the assembly to carry unreasonably beyond the property boundaries of the location of the assembly. The permittee shall not permit the patrons to remain upon the permitted location later than the time set in the permit. If any boundary of the permitted premises is within 500 feet of any residential dwelling, the permitted activity shall not be carried on between the hours of 10:00 p.m. and 8:00 a.m.

Sec. 10-544. Conditions for issuing.

Before a permit may be issued, the applicant shall be required to:

- (1) Determine the maximum number of people which will be assembled or admitted to the location of the assembly. The maximum number shall not exceed the maximum number which can reasonably assemble at the location of the assembly in consideration of the nature of the assembly.
- (2) Provide a plan for the operation and conduct of the assembly which shall meet the following minimum requirements:
 - a. Sufficient parking shall be provided for the estimated number of people to be assembled.
 - b. Reasonable necessary precautions shall be taken to ensure that the sound of the assembly will not carry unreasonably beyond the property boundaries of the location of the assembly. The city hereby adopts and incorporates by reference the regulations of the Minnesota Pollution Control Agency, Noise Pollution Control Section, dated November 27, 1974, and amendments thereafter. Sound from the licensed activity which exceeds the standard set for the protection of household or residential units is prohibited.

(Code 1982, § 406:30)

Sec. 10-545. Application.

- (a) Application for a permit as stated in this division shall be in writing to the city council at least 30 days in advance of such assembly or parade.
- (b) The application shall contain a statement made upon oath or affirmation that the statements contained therein are true and correct to the best knowledge of the applicant and shall be signed and sworn to or affirmed by the individual making application in the case of a corporation, by all partners in the case of a society, or group, or, if there are no officers, by all members of such association, society or group.
- (c) The application shall contain and disclose the following information, unless the information is already on file with the city:
 - (1) The name, residence, and mailing address of all persons required to sign the application as provided in subsection (b) of this section.
 - (2) The address and legal description of all property upon which the assembly is to be held, together with the name, residence, and mailing address of the record owners of all such property.
 - (3) Proof of ownership of all property upon which the assembly is to be held or a statement made upon oath or affirmation by the record owners of all such property that the applicant has permission to use such property.
 - (4) The nature or purpose of the assembly or parade.
 - (5) The total number of days and/or hours during which the assembly or parade is to last.
 - (6) The maximum number of persons which the applicant shall permit to assemble at any time, not to exceed the maximum number which can reasonably assemble at the location of the assembly, in consideration of the nature of the assembly.
 - (7) The maximum number of tickets to be sold, if any.
 - (8) The plans of the applicant to limit the maximum number of people permitted to assemble.
 - (9) The plans for fencing the location of the assembly, if necessary, and the location of gates

contained in such fence.

- (10) The plans for parking vehicles including size and location of lots, points of highway access, and interior roads, including routes between highway access and parking lots.
 - (11) The plans for security, if necessary, including the number of guards, their deployment, and their names, addresses, credentials, and hours of availability.
 - (12) The plans for sound control and sound amplification, if any, including number, location, and power of amplifiers and speakers.
 - (13) The plans for food concessions and concessionaires who will be allowed to operate on the grounds including the names and addresses of all concessionaires and their license or permit numbers.
 - (14) The plans for the direction and control of pedestrians and vehicle traffic for safety and to prevent trespass on adjoining properties.
 - (15) The plans for area traffic control for egress from and exit onto public roads or highways.
 - (16) The plans for the prevention and cleanup of litter and waste.
 - (17) The date, time of day, and exact route of the parade.
- (d) The application shall include the nonrefundable permit fee.

(Code 1982, § 406:40)

Sec. 10-546. Revocation.

The permit may be revoked by the city council at any time if any of the conditions necessary for the issuing of or contained in the license are not complied with, or if any condition previously met ceases to be complied with.

(Code 1982, § 406:60)

Secs. 10-547—10-580. Reserved.

DRAFT OF EXCELSIOR'S FEE SCHEDULE CONCEPT (THEY HAVE NOT SET THE FEES YET)

SPECIAL EVENTS ON CITY PROPERTY	Application Deadline	Authorization Required			Local Fee	Non Local Fee
		City Council	EFD	SLMPD		
Permit Level and Description Level 1 <ul style="list-style-type: none"> • 25-50 people • Event is for a couple of hours • Minimum disruption • No road closures • No City services needed 	Two business days	No	No	No		
Level 2 <ul style="list-style-type: none"> • 51-100 people • Event is for a couple of hours • Requires advance scheduling • May gain exclusive use of bandshell, ball field, concession stand or picnic shelter 	Four business days	No	No	No		
Level 3 <ul style="list-style-type: none"> • Under 500 people • One day event • No road closures • Limited City services needed 	30 days	No	No	No, but forward a copy of the permit		
Level 4 <ul style="list-style-type: none"> • Over 501 people • Two day event including set-up time • Road closures/traffic control required • City services required • Pre event meeting required 	120 days	Yes	Yes	Yes		
Level 5 <ul style="list-style-type: none"> • Over 501 people • Multiple day event including set-up time • Road closures/traffic control required • City services required • Pre event meeting required 	120 days	Yes	Yes	Yes		
Add On - Serving Alcohol <ul style="list-style-type: none"> • Requires applicable liquor licenses (separate fee) • Requires two police officers from SLMPD (separate fee) 	120 days	Yes	No	Yes	\$1 per glass	\$1 per glass
Add On - Ticketed Event	120 days	Yes	No	No	\$1 per ticket	\$1 per ticket

SPECIAL EVENTS ON CITY STREETS	Application Deadline	Authorization Required			Local Fee	Non Local Fee
		City Council	EFD	SLMPD		
Permit Level and Description						
Parade	30 days	No, unless it's new	No	No, but forward a copy of the permit	\$30	\$60
Race - Distance of 5k & Under • 25-500 people • Road closures/traffic control required for a limited period of time	120 days	Yes	No	Yes		
Race - Distance of 5k & Over • Over 501 people • Road closures/traffic control required for a longer period of time	120 days	Yes	No	Yes		
Race - Distance Over 5k • Road closures/traffic control required for long periods of time • Pre event meeting required	120 days	Yes	No	Yes		
Water Street Closure - One Day • Requires the closure of Water Street for an event that is not affiliated with a special or bundled event	120 days	Yes	Yes	Yes		
Water Street Closure - Bundled • Up to 20 events that are similar in nature that require the closure of Water Street on the same day of the week in the same calendar year	120 days	Yes	Yes	Yes		

Loose Ends

- Toilets
- Ordinance change will be required (current application deadline is 30 days)
- Add animals to the application form
- Insurance requirements



Agenda Number: 6E

Agenda Date: 07-09-14

Prepared by Deb Kind

Agenda Item: Ordinance 237, Amending Section 110 Regarding Elections

Summary: At the 06-04-14 city council meeting the council discussed the concept of changing the mayor's term from 2 to 4 years and directed that a draft of an ordinance be included on the 07-09-14 agenda for a 1st reading. The ordinance is attached. The ordinance states that the new 4-year mayor's term will begin with the 2016 election.

Timeline:

07-09-14 First reading

08-06-14 Second reading

08-07-14 Ordinance submitted to Sun-Sailor

08-14-14 Ordinance published in Sun-Sailor (effective date).

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

1. I move that the city council approves the 1st reading of ordinance 237 amending section 110 regarding elections
2. Do nothing or other motion ???

**AN ORDINANCE OF THE CITY OF GREENWOOD, MINNESOTA
AMENDING GREENWOOD ORDINANCE CODE SECTION 110 REGARDING ELECTIONS**

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

SECTION 1.

Greenwood ordinance code section 110 is amended to read as follows:

“SECTION 110. ELECTIONS.

Section 110.00. Date of Election.

Pursuant to Minnesota statutes, the city shall hold the regular city election biennially on the first Tuesday after the first Monday in November of each even numbered year.

Section 110.05. Election of Mayor and Councilmembers.

The city council is comprised of a mayor and 4 councilmembers. All councilmembers shall be elected at-large. Two councilmembers shall be elected for 4-year terms at each biennial election. The mayor shall be elected for a 4-year term beginning with the 2016 biennial election. The terms of elective officers shall commence on the first business day of January following the election at which the officer was elected.

Section 110.10. Adoption of Minnesota Election Statutes and Rules by Reference.

The provisions of Minnesota statutes chapters 200-212 and Minnesota rules chapters 8200-8255, as they may be amended from time to time, are hereby adopted by reference and made part of this section as if set out in full.”

SECTION 2.

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

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

___ AYES ___ NAYS

CITY OF GREENWOOD

By: _____
Debra J. Kind, Mayor

Attest: _____
Gus E. Karpas, City Clerk

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



Agenda Number: **7A**

Agenda Date: **07-09-14**

Prepared by *Gus Karpas*

Agenda Item: David Steingas, 21500 Fairview Street, Resolution 18-14, Variance Findings

Summary: David Steingas is requesting to construct an addition which would encroach into the required front yard setback and exceed the maximum permitted impervious surface. The proposed encroachment would maintain the existing encroachment of the principle structure and the project would reduce the overall impervious surface area on the property

The property currently contains a small principal structure with no garage. The proposal would create a three-stall garage with living space above it. The proposal complies with the required side and lake yard setbacks, structure height and permitted volume calculations.

The previous owner of the property applied for variances of the required front yard setback and impervious surface area to construct a detached garage on the property in 2007. The applicant later withdrew the application because he was in disagreement with the Council on a suggested relocation of the structure.

Section 1120:15 requires a minimum front yard setback of thirty feet. The applicant proposes a front yard setback of seventeen feet for the proposed addition. The proposal requires a variance of thirteen feet of the required front yard setback.

Section 1176.04(3)(3) permits a maximum permitted impervious surface area of 30%. The applicants are proposing an impervious surface area of 32.33% and are seeking a variance to exceed the maximum permitted impervious surface area by 2.33%.

Planning Commission Action: Motion by Commissioner Paeper to recommend the city council approve the application for a variance of Section 1120:15 to encroach thirteen feet into the required thirty foot front yard setback and the variance of Section 1176.04(3)(3) to exceed the maximum permitted impervious surface area of 30% by 2.33% The motion is based on the following findings: (a) the proposal maintains the spirit and intent of the zoning ordinance by maintaining the low density nature of the R-1A single-family district; (b) the proposal is consistent with the Comprehensive Plan in that it seeks to maintain the character of the city through the maintenance of the existing housing stock; (c) the proposed manner of use is reasonable since it seeks to continue the single family use of the property through the rehabilitation and expansion of the existing structure; (d) the plight of the homeowner is due to the lot dimensions, the placement of the existing home and the need for a garage on a property which currently does not have one; and (e) the proposal maintains the essential character of the neighborhood. Commissioner Bechtell seconded the motion. Motion carried 4-0.

Key Dates:

05-21-14	Application complete
06-05-14	Notice of the public hearing published in Sun-Sailor
06-18-14	Public hearing held by the planning commission
07-09-14	City council consideration
07-19-14	60-day deadline

Council Action: The city council must take action by 06-15-14. Suggested motions ...

1. I move the city council approves resolution __-14 **approving** the variance application of Dave Steingas as presented (or with the following revisions: _____). I further move the council directs the city clerk to mail a copy of the findings to the applicant and the DNR, and place an Affidavit of Mailing for the mailing in the property file.
2. I move the city council directs the city attorney to draft "findings for **denial**" for the council's consideration at the 08-06-14 city council meeting. I further move the council directs the city clerk to provide written notice to the applicant to extend the 60-day time limit by 30 days, so the council may consider findings **approving and denying** the request.

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

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

Variance Application

Applicant is (circle one) Owner Developer Contractor Architect Other _____

Property address for which variance is requested 21500 FAIRVIEW ST

Applicant (individual or company name): DAVID STEINGAS

Contact for Business: STEINER KOPPELMAN Title: OWNER

Address: 18340 MINNESOTA BLVD City: DEEPAVEN State: MN Zip: 55391

Wk Phone: 952-473-5435 Hm Phone: 612-414-5124

Email address: DAVID@STEINERKOPPELMAN.COM Fax: 952-473-5208

Present use of property: RESIDENTIAL

Property acreage: .22

Existing Variances: Yes _____ No X

If yes, please explain _____

Describe Request: Build New _____ Add On X Remodel _____ Replace _____

What is the Variance being requested for: _____

GARAGE ADDITION

Variance for:

	Required	Proposed
Side Yard	_____ feet	_____ feet
<u>X</u> Front Yard	<u>30</u> feet	<u>17</u> feet
Rear Yard	_____ feet	_____ feet
Lake setback	_____ feet	_____ feet
Building height	_____ feet	_____ feet
Structure height	_____ Feet	_____ feet
Wetland	_____ feet	_____ feet
<u>X</u> Impervious Cover	<u>2794</u> sq ft	<u>3009</u> Sq ft
Shoreland	_____ feet	_____ feet
Massing	_____ volume	_____ volume
Other	_____ feet	_____ feet
If other, please explain		

MAKING YOUR CASE FOR THE GRANT OF A VARIANCE

STATE LAW: Minnesota Statutes 462.357 controls the grant of variances to established zoning codes. Before a variance can be granted the Applicant must establish to the satisfaction of the City that: A) Strict enforcement of the applicable code would cause a practical difficulty because of circumstances unique to the individual property under consideration, *and*, B) the grant of the requested variance will be in keeping with the spirit and intent of the ordinance.

"Practical Difficulty" as used in connection with the granting of a variance means: 1) the property in question cannot be put to a reasonable use if used under conditions allowed by the official controls; 2) the plight of the landowner is due to circumstances unique to the property not created by the landowner, *and* 3) the variance, if granted, will not alter the essential character of the locality.

NOTICE: Simple inconvenience of a landowner or occupant, including self-created situations, are not considered a practical difficulty under Minnesota case law.

Economic considerations alone shall not constitute a practical difficulty if reasonable use of the property exists under the ordinance. (MN Statutes 462.357)

If you have difficulty in establishing a practical difficulty please consider alternatives to your construction plans that may remove the need for a variance.

The Applicant must respond fully and in detail to each of the following questions and data requests or the Application may be rejected as incomplete.

Establishing that the requested variance will be in keeping with the spirit and intent of the Zoning Code:

The requested variance, if granted, will be in keeping with the spirit and intent of the City Zoning because:

THERE CURRENTLY IS NO GARAGE

Establishing Practical Difficulty:

1. The landowner's (Applicant's) property cannot be put to a reasonable use if used under conditions allowed by the official controls because:

NEEDING A GARAGE

2. The plight of the landowner (Applicant) is due to circumstances unique to the property not created by the landowner property because:

AREA OF PROPERTY

3. The variance, if granted, will not alter the essential character of the locality because:

NEIGHBORING HOUSES HAVE GARAGES

Establishing the variance, if granted, will not adversely impact the rights of others:

Describe the effect of the variance, if granted, on neighboring properties and on the neighborhood in general:

NONE

Describe the effect of the variance, if granted, on supply of light and air to adjacent properties.

NONE

Describe the effect of the variance, if granted, on traffic congestion in the public street.

NONE

Describe the effect of the variance, if granted, on the danger of fire.

NONE

Describe the effect of the variance, if granted, on the danger to public safety.

NONE

Describe the effect of the variance, if granted, on established property values in the surrounding area.

POSITIVE IMPACT

Describe the effect of the variance, if granted, on the impairment of the public health, safety or welfare.

NONE

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

_____ LMCD # 952-745-0789

_____ Watershed District # 952-471-0590

Applicant's Acknowledgement & Signature(s)

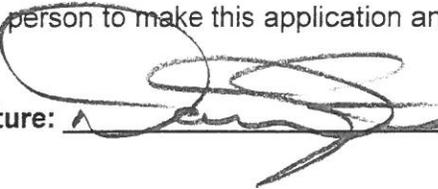
This is to certify that I am making application for the described action by the City and that I am responsible for complying with all City requirements with regard to this request. This application should be processed in my name, and I am the party whom the City should contact about this application.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

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

An incomplete application will delay processing and may necessitate a re-scheduling of the review time frame. The application time line commences once an application is considered complete when all required information and fees are submitted to the City. The applicant recognizes that he/she is solely responsible for submitting a complete application being aware that upon failure to do so, the staff has no alternative but to reject it until it is complete or to recommend the request for denial regardless of its potential merit.

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

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

Applicant's Signature:  _____ **Date:** 5-20-14

Signature: _____ **Date:** _____

Owner's Acknowledgement & Signature(s)

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

Owner's Signature:  _____ **Date:** 5-20-14

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

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

Tree Removal Permit



This application is for a permit to **Exceed the Permitted Tree Harvest** (more than 2 significant* trees per year, maximum of 5 significant* trees over a 5-year period). Fee: **\$100**

This application is for a **Construction-Related Tree Removal Permit**. Home addition: remove up to 10% of trees. New construction: remove up to 20% of trees. Tree preservation plan required for both. Fee: **\$250**

This application is for a **Conditional Use Permit to Remove Trees in Shore or Bluff Impact Zone** (significant* trees within 25 feet of shore or within 20 feet of the top of a bluff). This permit must be reviewed by the planning commission and approved by the city council. The process can take up to 60 days. Fee: **\$100**

* Significant trees are trees with the following minimum circumferences (inches): hardwoods 31, softwoods 44, conifers 38

DAVID STEINWAS 612-414-5124
 Name Phone

21500 FAIRVIEW ST
 Address, City, State, Zip

GREENWOOD, MN 55331

Describe the type, size, approximate location, and number of trees to be removed.

REMOVE ONE LOCUST TREE WHERE GARAGE
 IS TO BE LOCATED

The undersigned hereby makes application for a tree removal permit and acknowledges receiving a copy of the tree preservation ordinance, code section 1140.80 (available the city office or at www.greenwoodmn.com).

 5-20-14
 Signature Date

OFFICE USE: Date Approved	By	Amount \$
---------------------------	----	-----------

Return this form and check or cash to the address below. If mailed, please include a self-addressed stamped envelope. An approved permit must be available for inspection at the site.

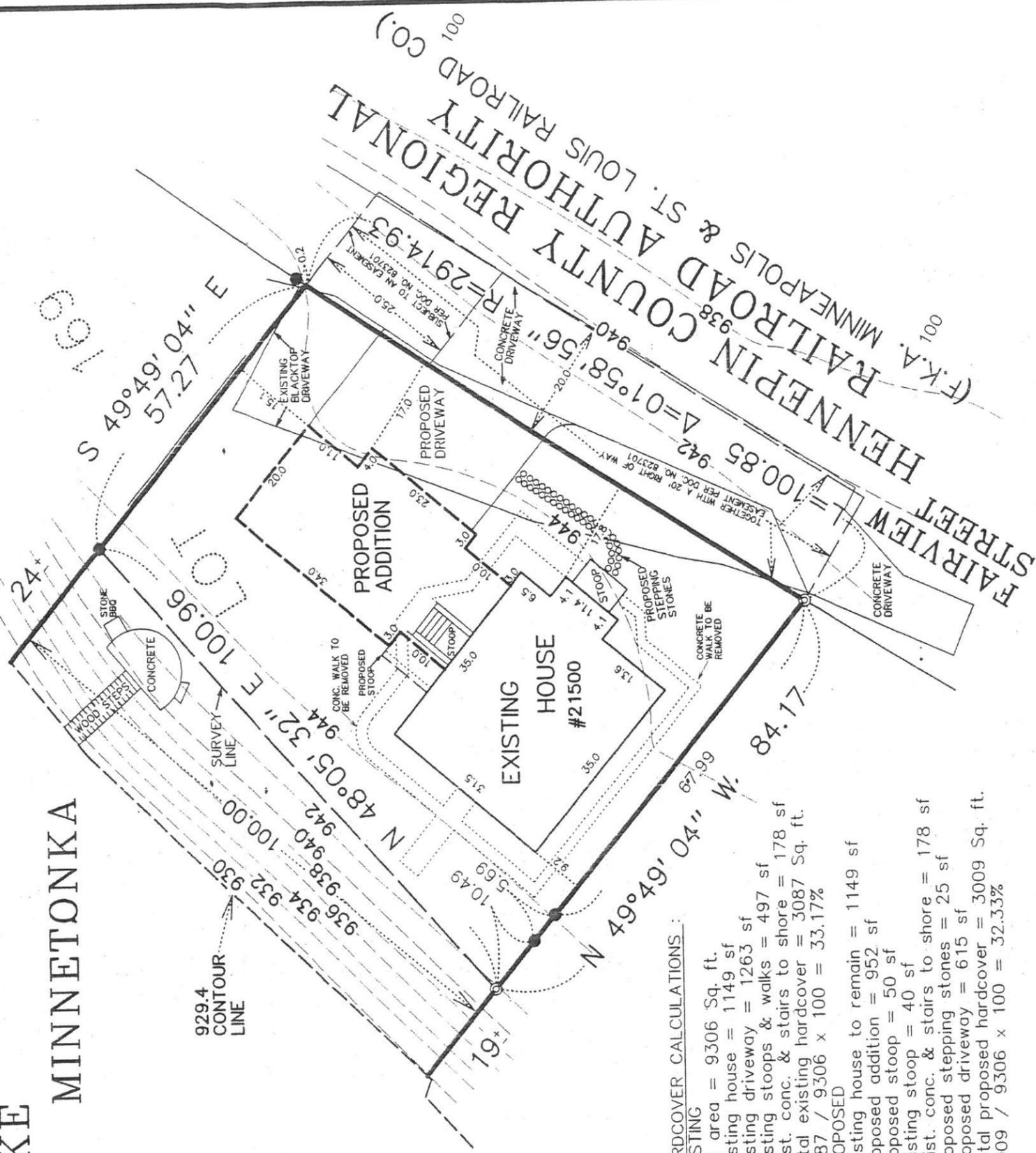
Volumn Calculations 21500 Fairview St.

	Sq Ft/Height	
House		
	$1085 \times 21' =$	22785
House/foyer		
	$46.75 \times 8' =$	374
Roof		
	$1085 \times 10\frac{1}{2} =$	5425
	$8 \times 8 \times 4.1\frac{1}{2} =$	128
	$5 \times 5 \times 4.1\frac{1}{2} =$	51.25
	Existing Volumn	28763.25
Garage/Mudroom		
	$952 \times 11 =$	10472
Roof		
	$14 \times 14 \times 26 =$	5096
	$12 \times 12 \times 11 =$	1584
	$12.5 \times 12.5 \times 7 =$	1093.75
Dormers		
	$16 \times 6 \times 2 =$	192
Roof on Dormers		
	$4 \times 4 \times 8 \times 2 =$	256
	Total	18693.75
Total Volumn		47457

CERTIFICATE OF SURVEY FOR
DAVID F. STEINGAS
 IN LOT 169, AUDITOR'S SUBDIVISION NO. 141
 HENNEPIN COUNTY, MINNESOTA

LAKE

MINNETONKA



HARDCOVER CALCULATIONS:

EXISTING
 Lot area = 9306 Sq. ft.
 Existing house = 1149 sf
 Existing driveway = 1263 sf
 Existing stoops & walks = 497 sf
 Exist. conc. & stairs to shore = 178 sf
 Total existing hardcover = 3087 Sq. ft.
 3087 / 9306 x 100 = 33.17%

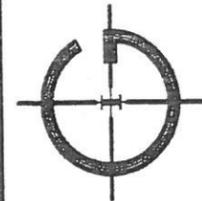
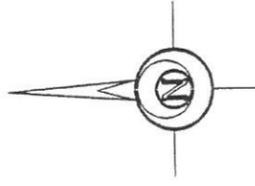
PROPOSED
 Existing house to remain = 1149 sf
 Proposed addition = 952 sf
 Proposed stoop = 50 sf
 Existing stoop = 40 sf
 Exist. conc. & stairs to shore = 178 sf
 Proposed stepping stones = 25 sf
 Proposed driveway = 615 sf
 Total proposed hardcover = 3009 Sq. ft.
 3009 / 9306 x 100 = 32.33%

LEGAL DESCRIPTION OF PREMISES : (per Certificate of Title No. 1194770)

The Southwesterly 100 feet of Lot 169, Auditor's Subdivision No. 141, Hennepin County, Minn., Hennepin County, Minnesota, together with an easement for right-of-way over the Southwesterly 100 feet of the following described premises, to-wit: That part of government Lot 2, in Section 26, Township 117, Range 23, described as follows: Beginning at the point of intersection of the Southwesterly line of the right-of-way of the Minneapolis and St. Louis Railroad Co. with the Southwesterly line of Lot No. 169, Auditor's Subdivision Number 141, said point of intersection being marked by a judicial Monument; thence Northeasterly along said right-of-way line parallel with and distant Northwesterly 50 feet; measured at right angles thereto from the center line of the main track of the Minneapolis and St. Louis Railroad Co. for a distance of 450 feet; thence Southwesterly at right angles to said center line 20 feet to a point distant Northwesterly 30 feet from said center line of main track; thence Southwesterly parallel with said center line of main track 450 feet; thence Northwesterly at right angles 20 feet to the place of beginning, as shown in deed Doc. No. 823701; Subject to easement for right-of-way over the Southeasterly 20 feet of the Northeasterly 25 feet of above land as shown in deed Doc. No. 823701.

- : denotes iron marker found
 - ⊙ : denotes Judicial Landmark found
 - 917--- : denotes existing contour line, per county maps
- Bearings shown are based upon an assumed datum.

This survey intends to show the boundaries of the above described property, the location of an existing house and driveway, existing topography, and the proposed location of a proposed addition, stoop, grades, and driveway thereon. It does not purport to show any other improvements or encroachments.



GRONBERG AND ASSOCIATES, INC.
 CONSULTING ENGINEERS, LAND SURVEYORS, & SITE PLANNERS
 445 NORTH WILLOW DRIVE LONG LAKE, MN. 55356
 952-473-4141

I hereby certify that this survey, plan, or report was prepared by me, or under my direct supervision, and that I am a duly Licensed Land Surveyor under the laws of the State of Minnesota.

Mark S. Gronberg
 Mark S. Gronberg Minnesota License Number 12755

SCALE
1"=20'
 3-25-14-ADDITION
 DATE
 7-12-13

JOB NO.
14-102A



NEW



21500

9x8

9x8

9x8

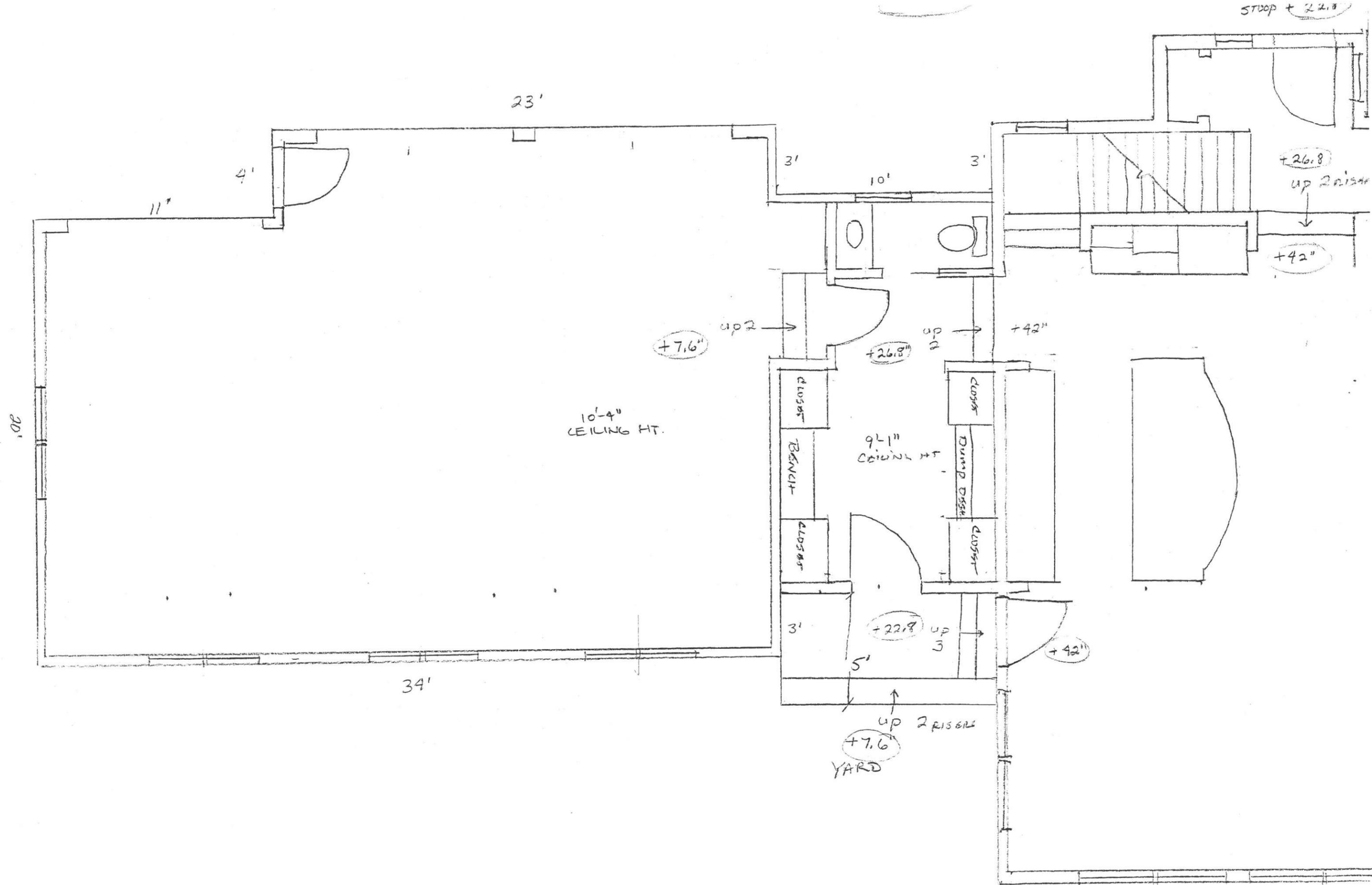
NEW

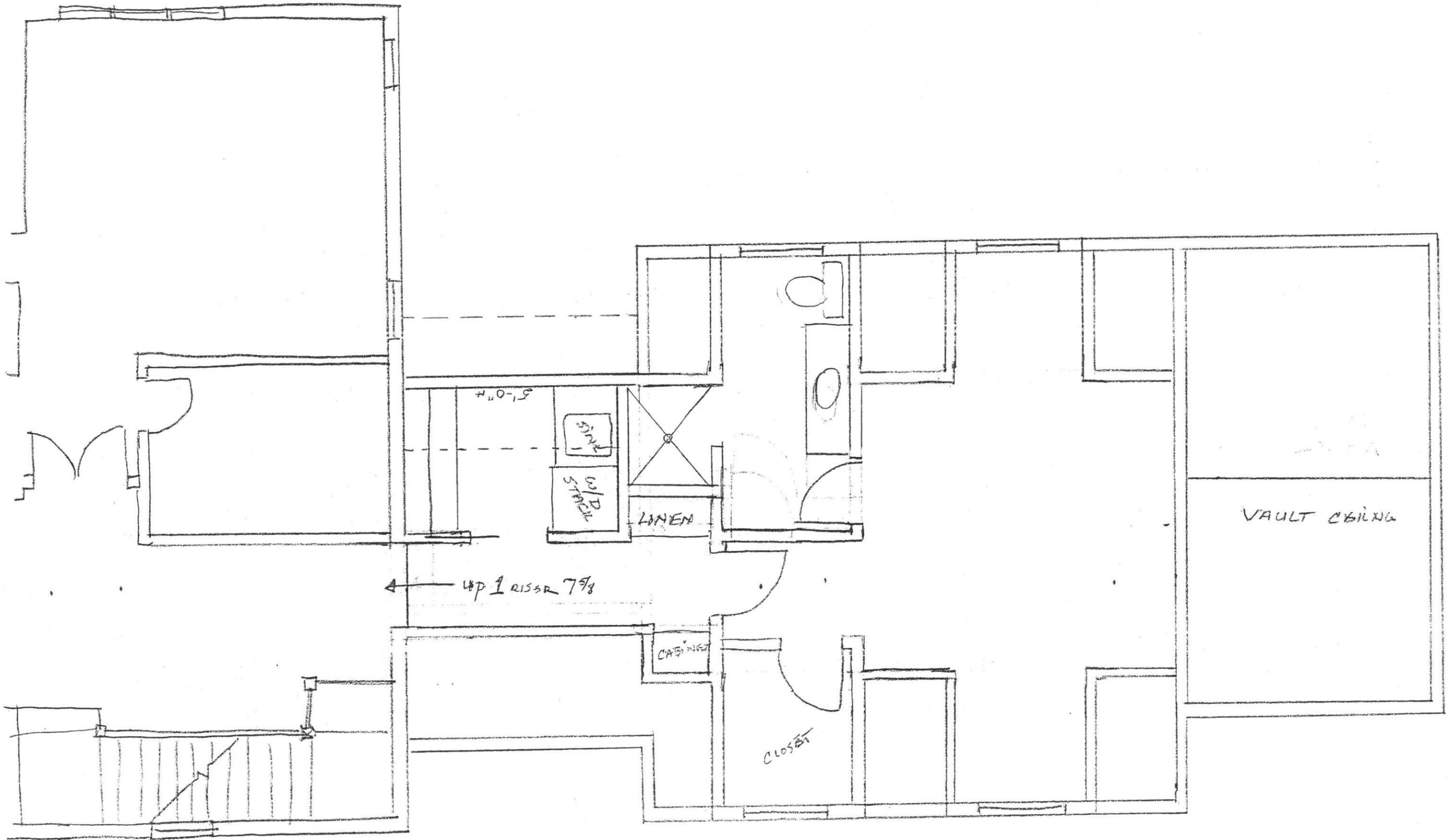


NEW END ELEVATION

FUTURE MUD ROOM AND GARAGE ADDITION STARTS FALL-WINTER 2014-15

PR 3616
3666 TEMPERED





5'-0"

SINK

STOVE

LINEN

CLOSET

CLOSET

VAULT CEILING

← up 1 riser 7/8



5' CLEAR

PR 3616
3666

2436 OVAL
WINDOW

2848

EXISTING

4'0"



ATTIC

2w
3/4

3-2860

3-2860 TEMPERED

ROOF

2nd

F140 #

F140 #

main fl

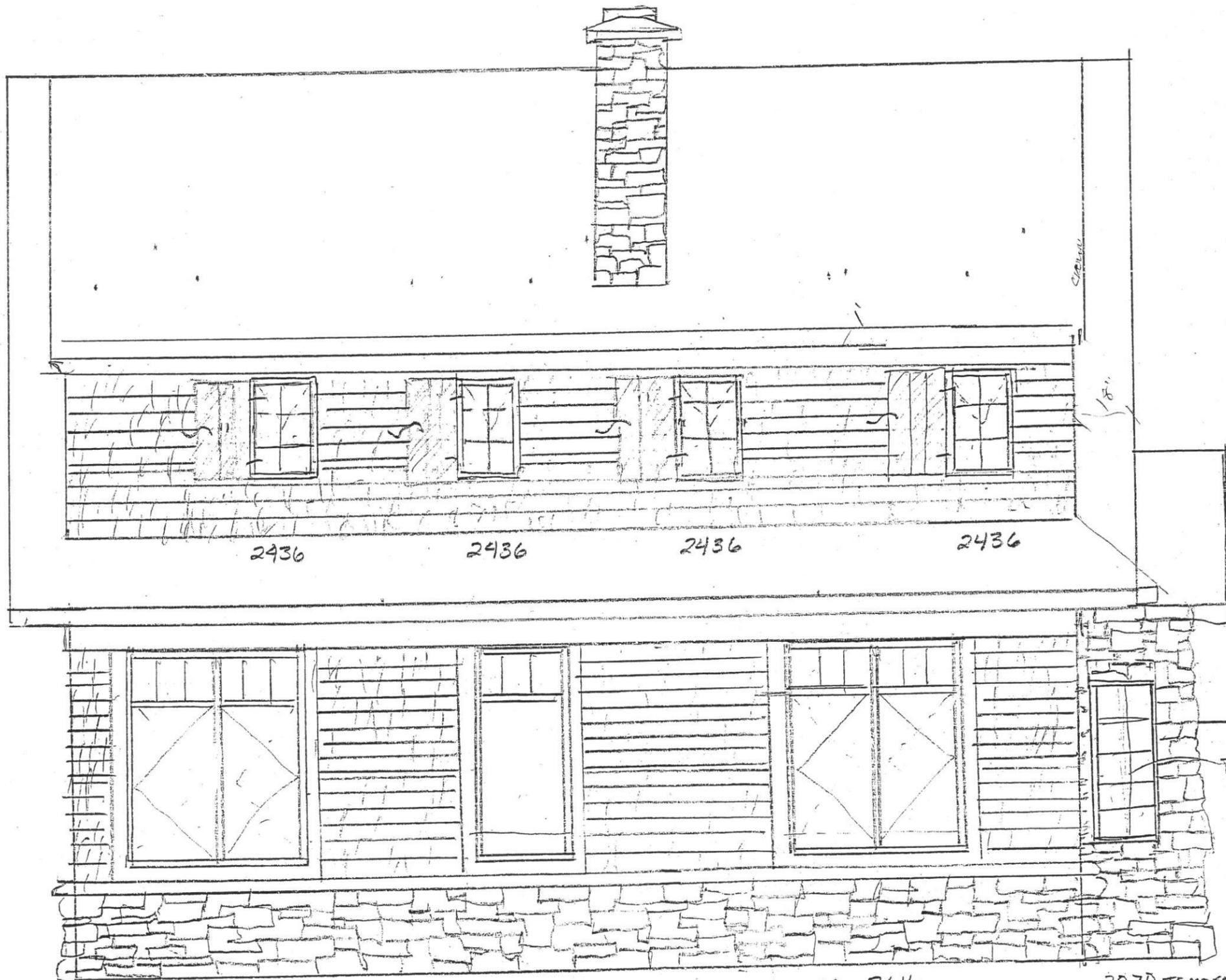
FOYER

EXISTING

PR 4016
4066 TEMPERED

PR 4016
4066 TEMPERED

PR 4016
4066 TEMPERED



15 3/4
71 1/2

TEMPERED

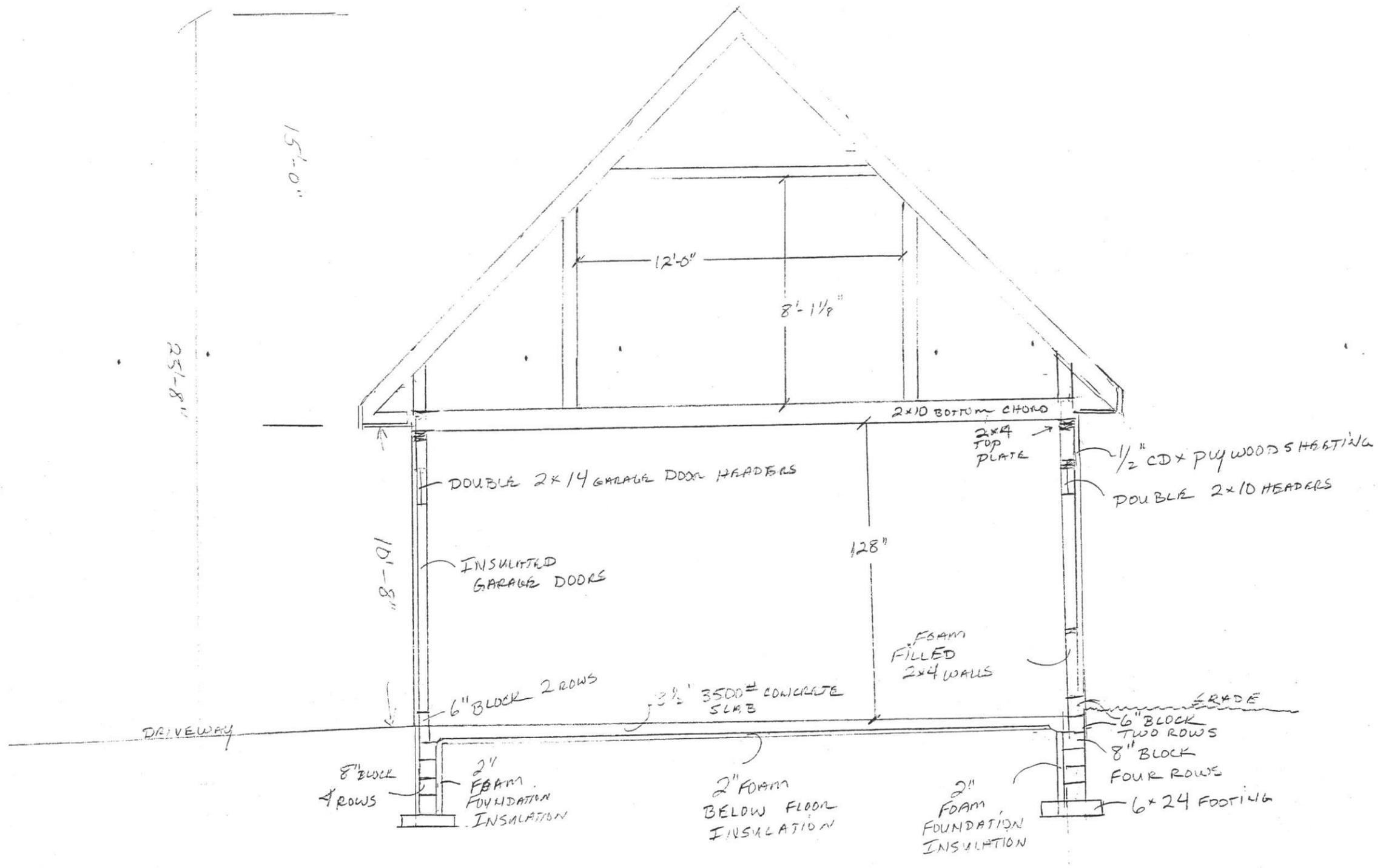
EXISTING SOUTH
ELEVATION

PR 3616
3666 TEMPERED

3616
3666 TEMPERED

PR 3616
3666 TEMPERED

2070 TEMPERED



NEW CROSS SECTION

RESOLUTION NO. 18-14

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

IN RE: The Application of David Steingas, 21500 Fairview Street, Greenwood, Minnesota for variances to permit an addition (living and garage space) to an existing non-conforming house.

WHEREAS, David Steingas is the owner of real property at 21500 Fairview Street, Greenwood, Minnesota 55331 (PID No. 26-117-23-13-0005); and

WHEREAS, the applicant proposes an addition to an existing house of a 3-car garage and living space above. The addition requires a front yard setback variance of 13 feet. The property has existing hard cover of 33.17%; applicant is proposing 32.33%, and requires a variance to do so; and

WHEREAS, notice of public hearing was published, notice given to neighboring property owners, and a public hearing held before the Planning Commission on June 21, 2014 to consider the application; and

WHEREAS, public comment was taken at the public hearing and the Planning Commission has considered the matter and recommended approval of a variance to permit the addition of an unenclosed front porch.

NOW, THEREFORE, the City Council of the City of Greenwood, Minnesota acting as the Board of Appeals and Adjustments does hereby make the following:

FINDINGS OF FACT

1. That the applicant's property is located at 21500 Fairview Street, Greenwood, Minnesota 55331 within the R-1A Single Family Residential District.
2. The property is host to an existing house on a 9,306 square foot lot. The applicant desires to add a two-story addition to an existing house. The addition requires a variance to permit encroachment on the required 30-foot front yard setback. The property has existing hard cover of 3,087 square feet (33.17% of 9,306 square feet). The applicant proposes to reduce the existing hardcover from 33.17% to 32.33%. This requires a variance to Section 1176.04 (3) (3).
3. Section 1120:15 requires a minimum front yard setback of 30 feet. Section 1176.04.3.3 allows a maximum permitted hard cover of 30%.

4. The applicant advised the planned addition is zoning compliant for side and lakeside yard setbacks and that proposed addition does not encroach more than the existing house. The variance is needed due to the 50-foot lakeside setback reduces available lot depth.
5. The planning commission observed that the property is an undersized lot, and the applicant plans to reduce hard cover.
6. The Planning Commission, recognizing these facts, recommended approval of the application for a front yard setback variance of 13 feet to permit the planned two-story addition, and a variance to section 1176.04 (3) (3) of 3.2% allowing no increase in existing hardcover, upon the following findings: the proposal (a) maintains the spirit and intent of the zoning ordinance by maintaining the low density nature of the R-1A single family district; (b) is consistent with the Comprehensive Plan in that it seeks to maintain the character of the city through the maintenance of the existing housing stock; (c) manner of use is reasonable since the proposal seeks to maintain the existing use of the property by updating a home while maintaining the character of the structure; (d) the plight of the owner is due to the size and depth of the lot; and (e) will maintain the essential character of the neighborhood.

7. Section 1155.10, Subd. 4, 5 & 6 provide:

“Subd. 4. Practical Difficulties Standard. “Practical difficulties,” as used in connection with the granting of a variance, means: (a) that the property owner proposes to use the property in a reasonable manner not permitted by the zoning ordinance; (b) the plight of the landowner is due to circumstances unique to the property and not created by the landowner; (c) and the variance, if granted, will not alter the essential character of the locality Economic considerations alone shall not constitute practical difficulties.

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

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

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

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

8. Based on the foregoing, the City Council finds that the variance to permit a garage addition with living space above, if granted, would (1) be in harmony and keeping with the spirit and intent of the Zoning Code because it will maintain the character of the neighborhood, and (2) will be consistent with the Comprehensive Plan’s guiding use for

the subject property in the applicable zone because the character of the proposed use is consistent with the zoning.

9. The City Council further finds, that the property owner's proposed manner of use of the Property - addition of a two-story addition - is reasonable because the encroachment of the proposed second story addition on the front yard does not increase the existing encroachment, and there is no possibility of an addition without the requested variance due to lot depth; that the plight of the applicant is due to circumstances unique to the property - that being a short lot depth - and was not created by the applicant; and the variance, if granted, will not alter the essential character of the locality, it will not impair the supply of light and air, or create congestion on the public street or endanger public health, safety, and welfare.
10. That the following conditions should be imposed on any such variance grant for a porch:
 - A. Project must be completed according to the specifications and submitted plan;
 - B. That the total permitted hard cover on the lot shall be kept at 3,009 square feet (32.33% of 9,306 square feet) and no more and shall be verified by survey prior to final inspection.
 - C. A certified copy of this resolution shall be filed by the applicants with Hennepin County Registrar of Titles and proof of filing provided to the Clerk of the City before any permits shall be issued.

CONCLUSIONS OF LAW

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

1. That the applicant has made an adequate demonstration of facts meeting the standards of Section 1155:10; and that a variance to Greenwood Ordinance Code Section 1120:15, of 13 feet to the required front yard setback of 30 feet, is necessary to allow a two-story addition to an existing house, subject to conditions as stated at paragraph 11, **should** be granted.
2. That the applicant's grandfathered right to a maximum permitted hard cover upon the property of 9,306 square feet is acknowledged and a variance to Greenwood Ordinance Code Section 1176.04 (3)(3) to permit an continued total permitted hard cover in excess of 30% at 3,009 square feet (32.33%) **should** be granted .

NOW, THEREFORE, be it resolved by the City Council of the City of Greenwood, Minnesota acting as the Board of Appeals and Adjustments.

1. That the application of David Steingas for a variance of thirteen (13 feet) to the required

front yard setback under Greenwood Ordinance Code Section 1120:15 to allow a two-story addition to an existing house and a variance of 2.33% to the required 30% impervious surface maximum under Section 1176.04(3)(3), is **granted** subject to the following conditions:

- A. The project must be completed according to the specifications and submitted plans.
- B. The total permitted hard cover on the lot shall be kept at 3,009 square feet (32.33% of 9,306 square feet) and no more and shall be verified by survey prior to final inspection.
- C. A certified copy of this resolution shall be filed by the applicants with Hennepin County Registrar of Titles and proof of filing provided to the Clerk of the City before any permits shall be issued.

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

_____ Ayes, _____ Nays

ATTEST:

CITY OF GREENWOOD

By _____
Debra J. Kind, Mayor

Gus Karpas, City Clerk/Administrator

1\RESOLU. Steingas Approving



Agenda Number: 7B

Agenda Date: 07-09-14

Prepared by Deb Kind

Agenda Item: Procedure for Establishing a Lake Improvement District for St. Alban's Bay

Summary: For the past several months Councilmembers Rob Roy and Tom Fletcher have been looking into the concept of establishing a Lake Improvement District (LID) for St. Alban's Bay. A LID is a taxing authority charged with the specific duty to manage aquatic invasive species. The city attorney has researched the procedure for establishing a LID and will present the results of his research at the 07-09-14 council meeting.

For the council's reference, attached is MN statutes 459.20.

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

1. I move the city council directs _____.
2. Do nothing or other motion ???

459.20 AUTHORITY OVER PUBLIC WATERS.

The governing body of any home rule charter or statutory city or town in the state has, with respect to any body of water situated wholly within its boundaries, all the powers to improve and regulate the use of such body of water subject to section 86B.205, subdivision 6, as are conferred on county boards by sections 86B.205 and 103F.801, and to establish and administer lake improvement districts under sections 103B.501 to 103B.581. With respect to any body of water situated wholly within the contiguous boundaries of two or more home rule charter or statutory cities or towns or any combination thereof, the city councils and town boards may, under the provisions of section 471.59, jointly exercise such powers to improve and regulate the use of the body of water subject to section 103F.751, as are conferred on county boards by sections 86B.205 and 103F.801, and to establish and administer lake improvement districts as provided under sections 103B.501 to 103B.581, provided that no home rule charter or statutory city or town may establish and administer a lake improvement district or exercise any of the powers granted in this section if a lake improvement district covering the same territory has been created by a county board under sections 103B.501 to 103B.581. References in sections 86B.205, 103B.501 to 103B.581, and 103F.801 to the county board shall be construed to refer to the governing body of a home rule charter or statutory city or the board of supervisors of a town.

History: 1973 c 123 art 5 s 7; 1973 c 702 s 24; 1975 c 311 s 1; 1978 c 726 s 17; 1986 c 439 s 5; 1986 c 443 s 16,17; 1990 c 391 art 8 s 46



Agenda Number: **7C**

Agenda Date: **07-09-14**

Prepared by *Gus Karpas*

Agenda Item: 1st Reading of Ordinance 235, Regarding Permitted Grade Alterations

Summary: After observing past difficulties with the city's current grading ordinance, City Zoning Administrator Gus Karpas asked the city to consider an ordinance change that would be consistent with recently-approved grading ordinances in Deephaven and Woodland which allows greater flexibility. Attached is a lined version showing proposed changes.

The initial proposal was to amend the ordinance to permit an alteration of up to three feet with staff approval. The Planning Commission felt this would be too large of an alteration in a small area and agreed to start with permitting a two foot alteration.

Since the proposed changes are contained in the zoning ordinance, the Planning Commission held a public hearing at their June meeting and made the below recommendation to the city council.

Planning Commission Action: Motion by Commissioner Lucking to recommend the Council approve Ordinance 235 with the amendment that the maximum permitted grade alteration be limited to two feet. Conrad seconded the motion. Motion carried 5-0.

Ordinance Timeline:

- ~~05-29-14~~ — ~~Deadline to submit public hearing notice to Sun-Sailor.~~
- ~~06-05-14~~ — ~~Public hearing notice published in Sun-Sailor (at least 10 days prior to the public hearing).~~
- ~~06-18-14~~ — ~~Planning commission holds public hearing and makes a recommendation to the city council.~~
- 07-09-14 City council considers the 1st reading of the ordinance.
- 08-06-14 City council considers the 2nd reading of the ordinance.
- 08-07-14 Ordinance submitted to Sun-Sailor (if approved).
- 08-21-14 Ordinance published in Sun-Sailor (the ordinance goes into effect the date it is published).

Council Action: None required. Potential motions ...

1. I move the city council approves the 1st reading of ordinance 235 as presented.
2. I move the city council approves the 1st reading of ordinance 235 with the following revisions: _____.
3. Other motion ???

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

EXISTING ORDINANCE

Section 1140.19, Subd. 5. Lot Grade Alteration. With the exception of that portion of a lot host to the foundation of a permitted structure and/or driveways and necessary stormwater management, the pre-grading permit topography of a lot shall not be altered by the addition of fill or the removal of fill or by grading so as to increase or decrease the elevation of the land within any 100 square foot area of the lot by more than 1 vertical foot. An exception to this standard may not be granted by conditional use permit. If any portion of the grade of an existing lot or the building perimeter grade of an existing or rebuilt house is to be increased or decreased by more than 1 vertical foot a variance must be first obtained.

ORDINANCE NO. 235

**AN ORDINANCE OF THE CITY OF GREENWOOD, MINNESOTA
AMENDING GREENWOOD ORDINANCE CODE SECTION 1140.19
REGARDING PERMITTED GRADE ALTERATIONS**

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

SECTION 1.

Greenwood ordinance code section 1140.19, subd. 5 is amended to read as follows:

“Subd. 5. Grade Alteration. With the exception of stormwater management controls approved by the city engineer, the existing grade of a lot shall not be altered by the addition or removal of fill or by grading so as to increase or decrease the average elevation of the land by more than 2 feet in an area greater than 300 square feet as it exists on the date of the building permit application. Any elevation increase or decrease of more than 2 feet in an area greater than 300 square feet requires a variance. The measurement shall be calculated by averaging the lowest point of elevation and highest point of elevation in a 300 square foot area on the existing survey compared to the proposed survey.”

SECTION 2.

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

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

Ayes __, Nays __

CITY OF GREENWOOD

By: _____
Debra J. Kind, Mayor

Attest: _____
Gus E. Karpas, City Clerk

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



Agenda Number: 7D

Agenda Date: 07-09-14

Prepared by Deb Kind

Agenda Item: Discuss Hardcover Mitigation Ordinance

Summary: At the 06-04-14 city council meeting, the council directed that the planning commission should discuss the concept of a Hardcover Mitigation Ordinance. City zoning administrator Gus Karpas will present a verbal report of the planning commission's discussion at the 07-09-14 council meeting.

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

1. I move the city council directs _____.
2. Do nothing or other motion ???



Agenda Number: 07E

Agenda Date: 07-09-14

Prepared by Gus Karpas

Agenda Item: Resolution 19-14, Community Development Block Grant Agreement

Summary: The city of Greenwood has approved the Joint Cooperation Agreement for participation in the Community Development Block Grant (CDBG) Program in the past and routinely applied for CDBG funding, along with the other South Lake communities, to obtain funding for the Southshore Community Center.

Hennepin County serves as the Entitlement Community for CDBG for suburban Hennepin County cities with the exception of Bloomington, Eden Prairie, Minnetonka, and Plymouth. These four Entitlement Jurisdictions have the population to request their own allocations. The remaining cities, including Greenwood, are part of what is called the "Consolidated Pool" since these smaller cities don't meet HUD's formula threshold to be a direct allocation city. Representatives from the Consolidated Pool vote on how CDBG funds should be used each year.

The Joint Cooperation Agreement is the agreement between the cities and the county regarding the use of Community Development Block Grant (CDBG), Emergency Solutions Grants (ESG) Program, and HOME Investment Partnerships (HOME) Programs. In order for "Consolidated Pool" cities to be eligible to receive funding for these programs through the county, each city is required to sign the 2014-2017 Joint Cooperation Agreement Community Development Block Grant Program and adopt the attached resolution authorizing the execution of the Joint Cooperation Agreement for Participation in the Urban Hennepin County Community Development Block Grant Program in 2015-2017. Hennepin County intends to submit all the required documentation to HUD by late July.

Activities that are eligible for CDBG funding include a Public Service and Non Public Service component. Non Public Service activities are those typically associated with HUD such as low and moderate income housing, housing rehabilitation, homeowner assistance, neighborhood revitalization, transportation services, and fair housing activities. Most, if not all, of these activities are to benefit low and moderate income families. This funding is typically done directly between the county and homeowner.

Council Action: Required. Potential motions ...

1. I move the council approves resolution 19-14, authorizing the execution of a joint cooperation agreement between the city of Greenwood and Hennepin County for participation in the Urban Hennepin County Community Development Block Grant Program for fiscal years 2015- 2017.
2. I move the council approves resolution 19-14, authorizing the execution of a joint cooperation agreement between the city of Greenwood and Hennepin County for participation in the Urban Hennepin County Community Development Block Grant Program for fiscal years 2015- 2017, with the following revision(s): _____.
3. Other motion ???

June 4, 2014

Subject: Fiscal Year 2015 – 2017 Joint Cooperation Agreement/Community Development Block Grant (CDBG) Program – *Action Needed*

Dear:

On April 1, 2014, we sent a letter regarding your participation in the Urban Hennepin County Community Development Block Grant (CDBG) Program (Urban County CDBG Program). Since then, HUD released Notice CPD-13-04 dated April 25, 2014 which requires certain changes to the Joint Cooperation Agreement (JCA) for 2015-2017.

The attached revised 2015-2017 JCA reflects the following changes:

- 1) The addition of language stating that the agreement covers not only the CDBG Entitlement program and the HOME Investment Partnership (HOME), but also the **Emergency Solutions Grants (ESG) Programs**.
- 2) The addition of a provision that a unit of general local government may not sell, trade, or otherwise transfer all or any portion of such funds to another such metropolitan city, urban county, unit of general local government, or Indian tribe, or insular area that directly or indirectly receives CDBG funds in exchange for any other funds, credits or non-Federal considerations, but must use such funds for activities eligible under title I of the Act. This new requirement is contained in the FY2014 HUD appropriation bill.
- 3) Clarification of Fair Housing language.

In addition, we are taking this opportunity to move contract term language specific to the CDBG contract year from the JCA Section D to the annual CDBG subrecipient contracts for awards starting in FY 2015.

Finally, Planning and Administrative cost language has been expanded to reflect the County's growing costs associated with compliance and timeliness monitoring and the potential need for future increases (the County has retained 13% since 2002; the maximum allowed by HUD is 20%) within the term of the JCA.

These changes require a certified City resolution approving the new/amended JCA. Attached is a sample resolution for your use. **Please return three signed copies of page 9 of the 2015-2017 JCA and two certified resolutions by July 18, 2014 to:**

Margo Geffen
Manager, Housing Development and Finance
Hennepin County Housing, Community Works and Transit
701 Fourth Avenue South, Suite 400
Minneapolis, MN 55415

Copies of these materials, including a red-lined version of the revised 2015-2017 JCA, were also sent to you via email. Please don't hesitate to call me at 612-543-1965 or Abby Shafer at 612-348-2205 with any questions.

Thank you for your patience with respect to the timing of this request.

Sincerely,

Margo Geffen
Manager, Housing Development and Finance

Enclosures

cc: Abby Shafer, Hennepin County

**JOINT COOPERATION AGREEMENT
URBAN HENNEPIN COUNTY
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM**

THIS AGREEMENT made and entered into by and between the COUNTY OF HENNEPIN, State of Minnesota, hereinafter referred to as "COUNTY," A-2400 Government Center, Minneapolis, Minnesota, 55487, and the cities executing this Master Agreement, each hereinafter respectively referred to as "COOPERATING UNIT," said parties to this Agreement each being governmental units of the State of Minnesota, and made pursuant to Minnesota Statutes, Section 471.59.

WITNESSETH:

COOPERATING UNIT and COUNTY agree that it is desirable and in the interests of their citizens that COOPERATING UNIT shares its authority to carry out essential community development and housing activities with COUNTY in order to permit COUNTY to secure and administer Community Development Block Grant and HOME Investment Partnership funds as an Urban County within the provisions of the Act as herein defined and, therefore, in consideration of the mutual covenants and promises contained in this Agreement, the parties mutually agree to the following terms and conditions.

COOPERATING UNIT acknowledges that by the execution of this Agreement that it understands that it:

1. May not also apply for grants under the State CDBG Program from appropriations for fiscal years during which it is participating in the Urban County Program; and
2. May not participate in a HOME Consortium except through the Urban County.
3. May not receive a formula allocation under the Emergency Solutions Grants (ESG) Program except through the Urban County.

I. DEFINITIONS

The definitions contained in 42 U.S.C. 5302 of the Act and 24 CFR §570.3 of the Regulations are incorporated herein by reference and made a part hereof, and the terms defined in this section have the meanings given them:

- A. "Act" means Title I of the Housing and Community Development Act of 1974, as amended, (42 U.S.C. 5301 et seq.).
- B. "Activity" means a CDBG-funded activity eligible under Title I of the Housing and Community Development Act of 1974, as amended. Example: single family rehab activity.
- C. "Annual Program" means those combined activities submitted by cooperating units to COUNTY for CDBG funding as part of the Consolidated Plan.
- D. "Consolidated Plan" means the document bearing that title or similarly required statements or documents submitted to HUD for authorization to expend the annual grant amount and which is

developed by the COUNTY in conjunction with COOPERATING UNITS as part of the Community Development Block Grant Program.

- E. "Cooperating Unit(s)" means any city or town in Hennepin County that has entered into a cooperation agreement that is identical to this Agreement, as well as Hennepin County, which is a party to each Agreement.
- F. "HUD" means the United States Department of Housing and Urban Development.
- G. "Metropolitan City" means any city located in whole or in part in Hennepin County which is certified by HUD to have a population of 50,000 or more people.
- H. "Program" means the HUD Community Development Block Grant Program as defined under Title I of the Housing and Community Development Act of 1974, as amended.
- I. "Program Income" means gross income received by the recipient or a subrecipient directly generated from the use of CDBG.
- J. "Regulations" means the rules and regulations promulgated pursuant to the Act, including but not limited to 24 CFR Part 570.
- K. "Urban County" means the entitlement jurisdiction within the provisions of the Act and includes the suburban Hennepin County municipalities which are signatories to this Agreement.

II. PURPOSE

The purpose of this Agreement is to authorize COUNTY and COOPERATING UNIT to cooperate to undertake, or assist in undertaking, community renewal and lower income housing assistance activities and authorizes COUNTY to carry out these and other eligible activities for the benefit of eligible recipients who reside within the corporate limits of the COOPERATING UNIT which will be funded from annual Community Development Block Grant, Emergency Solutions Grants (ESG) Programs and HOME appropriations for the Federal Fiscal Years 2015, 2016 and 2017 and from any program income generated from the expenditure of such funds.

III. AGREEMENT

The initial term of this Agreement is for a period commencing on October 1, 2014 and terminating no sooner than the end of the program year covered by the Consolidated Plan for the basic grant amount for the Fiscal Year 2017, as authorized by HUD, and for such additional time as may be required for the expenditure of funds granted to the County for such period. Prior to the end of the initial term and the end of each subsequent qualification period, the COUNTY, as the lead agency of the URBAN HENNEPIN COUNTY COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM, shall provide a written notice to the COOPERATING UNIT of their right not to participate in a subsequent qualification period. The written notice will provide the COOPERATING UNIT a minimum thirty (30) day period to submit a written withdrawal. If the COOPERATING UNIT does not submit to the COUNTY a written withdrawal during the notice period, this Agreement shall be automatically extended for a subsequent three-year qualifying period.

This Agreement must be amended by written agreement of all parties to incorporate any future changes necessary to meet the requirements for cooperation agreements set forth in the Urban County Qualification Notice applicable for the year in which the next qualification of the County is scheduled. Failure by either party to adopt

such an amendment to the Agreement shall automatically terminate the Agreement following the expenditure of all CDBG and HOME funds allocated for use in the COOPERATING UNIT's jurisdiction.

This Agreement shall remain in effect until the CDBG, HOME and ESG funds and program income received (with respect to activities carried out during the three-year qualification period, and any successive qualification periods under agreements that provide for automatic renewals) are expended and the funded activities completed. COUNTY and COOPERATING UNIT cannot terminate or withdraw from this Agreement while it remains in effect.

Notwithstanding any other provision of this Agreement, this Agreement may be terminated at the end of the program period during which HUD withdraws its designation of the COUNTY as an Urban County under the Act.

This Agreement shall be executed by the appropriate officers of COOPERATING UNIT and COUNTY pursuant to authority granted them by their respective governing bodies, and a copy of the authorizing resolution and executed Agreement shall be filed promptly by the COOPERATING UNIT in the Hennepin County Department of Housing, Community Works and Transit so that the Agreement can be submitted to HUD by July 25, 2014.

COOPERATING UNIT and COUNTY shall take all actions necessary to assure compliance with the urban county's certifications required by Section 104(b) of the Title I of the Housing and Community Development Act of 1974, as amended, including Title VI of the Civil Rights Act of 1964; the Fair Housing Act, and affirmatively furthering fair housing. COOPERATING UNIT and COUNTY shall also take all actions necessary to assure compliance with Section 109 of Title I of the Housing and Community Development Act of 1974 (which incorporates Section 504 of the Rehabilitation Act of 1973 and the Age Discrimination Act of 1975), and other applicable laws.

IV. ACTIVITIES

COOPERATING UNIT agrees that awarded grant funds will be used to undertake and carry out, within the terms of this Agreement, certain activities eligible for funding under the Act. The COUNTY agrees and will assist COOPERATING UNIT in the undertaking of such essential activities by providing the services specified in this Agreement. The parties mutually agree to comply with all applicable requirements of the Act and the Regulations and other relevant Federal and/or Minnesota statutes or regulations in the use of basic grant amounts. Nothing in this Article shall be construed to lessen or abrogate the COUNTY's responsibility to assume all obligations of an applicant under the Act, including the development of the Consolidated Plan, pursuant to 24 CFR Part 91.

COOPERATING UNIT further specifically agrees as follows:

- A. COOPERATING UNIT will, in accord with a COUNTY-established schedule, prepare and provide to the COUNTY, in a prescribed form, requests for the use of Community Development Block Grant Funds consistent with this Agreement, program regulations and the Urban Hennepin County Consolidated Plan.
- B. COOPERATING UNIT acknowledges that, pursuant to 24 CFR §570.501 (b), it is subject to the same requirements applicable to subrecipients, including the requirement for a written Subrecipient Agreement set forth in 24 CFR §570.503. The Subrecipient Agreement will cover the implementation requirements for each activity funded pursuant to this Agreement and shall be duly executed with and in a form prescribed by the COUNTY.
- C. COOPERATING UNIT acknowledges that it is subject to the same subrecipient requirements stated in paragraph B above in instances where an agency other than itself is undertaking an activity pursuant to

this Agreement on behalf of COOPERATING UNIT. In such instances, a written Third Party Agreement shall be duly executed between the agency and COOPERATING UNIT in a form prescribed by COUNTY.

- D. COOPERATING UNITS shall expend all funds annually allocated to activities pursuant to the Subrecipient Agreement.
 - 1. All funds not expended pursuant to the terms of the Subrecipient Agreement will be relinquished to the COUNTY and will be transferred to a separate account for reallocation on a competitive request for proposal basis at the discretion of the COUNTY where total of such funds is \$100,000 or greater. Amounts less than \$100,000 shall be allocated by COUNTY to other existing activities consistent with timeliness requirements and Consolidated Plan goals.
- E. COUNTY and COOPERATING UNITS shall expend all program income pursuant to this Agreement as provided below:
 - 1. Program income from housing rehabilitation activities administered by the COUNTY will be incorporated into a pool at the discretion of the COUNTY. The pool will be administered by COUNTY and will be used for housing rehabilitation projects located throughout the entire Urban County. When possible, COUNTY will give priority to funding housing rehabilitation projects within the COOPERATING UNIT where the program income was generated. Funds expended in this manner would be secured by a Repayment Agreement/Mortgage running in favor of the COUNTY. Program income generated by certain COOPERATING UNITS that administer their own housing rehabilitation activities may be retained by the COOPERATING UNIT at its discretion; however, such COOPERATING UNITS will be bound by the conditions of D.2., above. Only COOPERATING UNITS that were administering their own activities pursuant to the Joint Cooperation Agreement pertaining to the HUD fiscal years 2012-2014 will be eligible to retain their program income.
 - 2. COUNTY reserves the option to recapture program income generated by non-housing rehabilitation activities if said funds have not been expended within twelve (12) months of being generated. These funds shall be transferred to a separate account for reallocation on a competitive request for proposal basis administered by COUNTY or, where the total of such funds does not exceed \$100,000, shall be reallocated by COUNTY to other existing activities consistent with timeliness requirements and Consolidated Plan goals.
- F. COOPERATING UNITS are encouraged to undertake joint activities involving the sharing of funding when such action furthers the goals of the Consolidated Plan and meets the expenditure goals.
- G. If COUNTY is notified by HUD that it has not met the performance standard for the timely expenditure of funds at 24 CFR 570.902(a) and the COUNTY entitlement grant is reduced by HUD according to its policy on corrective actions, then the basic grant amount to any COOPERATING UNIT that has not met its expenditure goal shall be reduced accordingly.
- H. COOPERATING UNIT will take actions necessary to assist in accomplishing the community development program and housing goals, as contained in the Urban Hennepin County Consolidated Plan.
- I. COOPERATING UNIT shall ensure that all activities funded, in part or in full by grant funds received pursuant to this Agreement, shall be undertaken affirmatively with regard to fair housing, employment and business opportunities for minorities and women. It shall, in implementing all programs and/or

activities funded by the basic grant amount, comply with all applicable Federal and Minnesota Laws, statutes, rules and regulations with regard to civil rights, affirmative action and equal employment opportunities and Administrative Rule issued by the COUNTY.

- J. COOPERATING UNIT that does not affirmatively further fair housing within its own jurisdiction or that impedes action by COUNTY to comply with its fair housing certification shall be prohibited from receiving CDBG funding for any activities.
- K. COOPERATING UNIT shall participate in the citizen participation process, as established by COUNTY, in compliance with the requirements of the Housing and Community Development Act of 1974, as amended.
- L. COOPERATING UNIT shall reimburse COUNTY for any expenditure determined by HUD or COUNTY to be ineligible.
- M. COOPERATING UNIT shall prepare, execute, and cause to be filed all documents protecting the interests of the parties hereto or any other party of interest as may be designated by the COUNTY.
- N. COOPERATING UNIT has adopted and is enforcing:
 - 1. A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in nonviolent civil rights demonstrations; and
 - 2. A policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such nonviolent civil rights demonstrations within its jurisdiction.
- O. COOPERATING UNIT shall not sell, trade, or otherwise transfer all or any portion of grant funds to another metropolitan city, urban county, unit of general local government, or Indian tribe, or insular area that directly or indirectly receives CDBG funds in exchange for any other funds, credits or non-Federal considerations, but must use such funds for activities eligible under Title I of the Act.

COUNTY further specifically agrees as follows:

- A. COUNTY shall prepare and submit to HUD and appropriate reviewing agencies, on an annual basis, all plans, statements and program documents necessary for receipt of a basic grant amount under the Act.
- B. COUNTY shall provide, to the maximum extent feasible, technical assistance and coordinating services to COOPERATING UNIT in the preparation and submission of a request for funding.
- C. COUNTY shall provide ongoing technical assistance to COOPERATING UNIT to aid COUNTY in fulfilling its responsibility to HUD for accomplishment of the community development program and housing goals.
- D. COUNTY shall, upon official request by COOPERATING UNIT, agree to administer local housing rehabilitation activities funded pursuant to the Agreement, provided that COUNTY shall receive Twelve percent (12%) of the allocation by COOPERATING UNIT to the activity as reimbursement for costs associated with the administration of COOPERATING UNIT activity.

- E. COUNTY may, at its discretion and upon official request by COOPERATING UNIT, agree to administer, for a possible fee, other activities funded pursuant to this Agreement on behalf of COOPERATING UNIT.
- F. COUNTY may, as necessary for clarification and coordination of program administration, develop and implement Administrative Rules consistent with the Act, Regulations, HUD administrative directives, and administrative requirements of COUNTY.

V. ALLOCATION OF BASIC GRANT AMOUNTS

Basic grant amounts received by the COUNTY under Section 106 of the Act shall be allocated as follows:

- A. Planning and administration costs are capped to 20 percent of the sum of grant plus program income that is received during the program year. During the term of this Agreement the COUNTY anticipates planning and administrative retainage of thirteen to fifteen percent (13-15%); included in this administrative amount is funding for annual county-wide Fair Housing activities.
- B. The balance of the basic grant amount shall be made available by COUNTY to COOPERATING UNITS in accordance with the formula stated in part C and the procedure stated in part D of this section utilizing U.S. Census Bureau data. The allocation is for planning purposes only and is not a guarantee of funding.
- C. Allocation of funding will be based upon a formula using U.S. Census Bureau data that bears the same ratio to the balance of the basic grant amount as the average of the ratios between:
 - 1. The population of COOPERATING UNIT and the population of all COOPERATING UNITS.
 - 2. The extent of poverty in COOPERATING UNIT and the extent of poverty in all COOPERATING UNITS.
 - 3. The extent of overcrowded housing by units in COOPERATING UNIT and the extent of overcrowded housing by units in all COOPERATING UNITS.
 - 4. In determining the average of the above ratios, the ratio involving the extent of poverty shall be counted twice.
- D. Funds will be made available to communities utilizing the formula specified in C of this Section in the following manner:
 - 1. All COOPERATING UNITS with aggregate formula percentages of greater than three and one half percent (3.5%) of the total using the procedure in part C. of this section will receive funding allocations in accordance with the COUNTY formula allocations.
 - 2. COOPERATING UNITS with aggregate formula percentages of three and one half percent (3.5%) or less of the total using the procedure in part C. of this section will have their funds consolidated into a pool for award in a manner determined by COUNTY on a competitive request for proposal basis. Only the COUNTY and COOPERATING UNITS whose funding has been pooled will be eligible to compete for these funds.

- E. The COUNTY shall develop these ratios based upon data to be furnished by HUD. The COUNTY assumes no duty to gather such data independently and assumes no liability for any errors in the data furnished by HUD.
- F. In the event COOPERATING UNIT does not request a funding allocation, or a portion thereof, the amount not requested shall be made available to other participating communities, in a manner determined by COUNTY.

VI. METROPOLITAN CITIES

Any metropolitan city executing this Agreement shall defer their entitlement status and become part of Urban Hennepin County.

This agreement can be voided if the COOPERATING UNIT is advised by HUD, prior to the completion of the re-qualification process for fiscal years 2015-2017, that it is eligible to become a metropolitan city and the COOPERATING UNIT elects to take its entitlement status. If the agreement is not voided on the basis of the COOPERATING UNIT's eligibility as a metropolitan city prior to June 20, 2014, the COOPERATING UNIT must remain a part of the COUNTY program for the entire three-year period of the COUNTY qualification.

VII. OPINION OF COUNSEL

The undersigned, on behalf of the Hennepin County Attorney, having reviewed this Agreement, hereby opines that the terms and provisions of the Agreement are fully authorized under State and local law and that the COOPERATING UNIT has full legal authority to undertake or assist in undertaking essential community development and housing assistance activities, specifically urban renewal and publicly-assisted housing.

Assistant County Attorney

VIII. HENNEPIN COUNTY EXECUTION

The Hennepin County Board of Commissioners having duly approved this Agreement on _____, 2014, and pursuant to such approval and the proper County official having signed this Agreement, the COUNTY agrees to be bound by the provisions herein set forth.

APPROVED AS TO FORM:

Assistant County Attorney

Date: _____

COUNTY OF HENNEPIN, STATE OF MINNESOTA

By: _____
Chair of its County Board

And: _____
Assistant/Deputy/County Administrator

Attest: _____
Deputy/Clerk of the County Board

RECOMMENDED FOR APPROVAL

Assistant County Administrator - Public Works

Date: _____

Department, Housing, Community Works and Transit

Date: _____

IX. COOPERATING UNIT EXECUTION

COOPERATING UNIT, having signed this Agreement, and the COOPERATING UNIT'S governing body having duly approved this Agreement on _____, 2014, and pursuant to such approval and the proper city official having signed this Agreement, COOPERATING UNIT agrees to be bound by the provisions of this Joint Cooperation Agreement.

CITY OF

By: _____
Its Mayor

And: _____
Its City Manager

ATTEST: _____

CITY MUST CHECK ONE:

The City is organized pursuant to:

____ Plan A ____ Plan B ____ Charter

**City of Greenwood
Resolution No. 19-14**

A RESOLUTION AUTHORIZING THE EXECUTION OF A JOINT COOPERATION AGREEMENT BETWEEN THE CITY OF GREENWOOD AND HENNEPIN COUNTY FOR PARTICIPATION IN THE URBAN HENNEPIN COUNTY COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM FOR FISCAL YEARS 2015-2017

WHEREAS, the City of Greenwood, Minnesota and the County of Hennepin have in effect a Joint Cooperation Agreement for purposes of qualifying as an Urban County under the United States Department of Housing and Urban Development Community Development Block Grant (CDGB), Emergency Solutions Grant (ESG) Program, and HOME Investment Partnerships (HOME) Programs; and,

WHEREAS, the City and County wish to execute a new Joint Cooperation Agreement in order to continue to qualify as an Urban County for purposes of the Community Development Block Grant, ESG and HOME Programs.

NOW, THEREFORE BE IT RESOLVED A new Joint Cooperation Agreement between the City and the County be executed effective October 1, 2014 and that the Mayor and the City Clerk be authorized and directed to sign the Agreement on behalf of the City.

Adopted by the Council of the City of Greenwood this 9th day of July, 2014.

__ Ayes, __ Nays

CITY OF GREENWOOD

By _____
Debra J. Kind, Mayor

Attest _____
Gus E. Karpas, City Clerk



Agenda Number: 7F

Agenda Date: 07-09-14

Prepared by Deb Kind

Agenda Item: Indemnification Relating to the Repeal of Fire Code Appendix D

Summary: The city received the attached request from Chief Gerber asking the city to approve a resolution that indemnifies the Excelsior Fire District as a follow up to the city's action to repeal Appendix D from the city's code. Also attached is a copy of Deephaven's resolution provided by Chief Gerber.

The city attorney advises:

1. The Fire Department suggestion that the city indemnify the Fire Department in light of the election to repeal of Fire Code Appendix D is not required as a matter of law.
2. There is no obligation mandating adoption of Appendix D, which by its own terms is an optional regulation. As such, the city can opt out without obligation, actual or implied, to anyone including the other joint power member cities. Thus, as Deephaven chose not to adopt it, we may elect to repeal it.
3. The Fire Department is a government agency of which the city is a co-owner / operator. City council actions do not require the permission or approval of our own Fire Department.
4. Limits of Fire Department legal authority do not imply a duty forsaken or negligently omitted, so there is no additional liability imposed on the department by repeal.
5. As our government agency, the Fire Department needs no special letter of indemnification and the city has no obligation to specifically indemnify it. The Department already has sovereign immunity and LMCIT municipal insurance, which is sufficient.

Council Action: None required.

From: Scott Gerber [<mailto:sgerber@excelsiorfire.org>]
Sent: Monday, June 23, 2014 12:02 PM
To: Gus Karpas
Subject: City of Greenwood

In follow-up to the action to repeal the Appendix D in Greenwood, I would like to ask for the resolution from the city indemnifying the Fire District.

I attached the language that Deepahven used for reference.

Much thanks!

Scott

Scott Gerber, Fire Chief
Excelsior Fire District
24100 Smithtown Road
Shorewood, MN. 55331
Phone: 952-960-1650
Fax: 952-960-1690
E-mail: sgerber@excelsiorfire.org

"The unauthorized disclosure or interception of e-mail is a federal crime. See 18 U.S.C SEC. 2517(4). This e-mail is intended only for the use of those whom it is addressed and may contain information which is privileged, confidential and exempt from disclosure under the law. If you have received this e-mail in error, do not distribute or copy it. Return it immediately to the sender with attachments, if any, and notify the sender by telephone."

RESOLUTION NO. 22-08

A RESOLUTION RELATING TO THE ADOPTION OF CHAPTER 1306 OF THE STATE BUILDING CODE

WHEREAS, the Excelsior Fire District Board has requested that all member cities, including the City of Deephaven, adopt an amendment to the Joint Powers Agreement that, in part, proposes to update Section 6.1 of the Joint Powers Agreement by removing the reference to Appendix E of the State Building Code in favor of a reference to Chapter 1306 in the Minnesota State Building Code; and,

WHEREAS, the Deephaven City Council considered this request at Council meetings held on January 7, 2008, April 21, 2008 and June 2, 2008; and,

WHEREAS, the Deephaven City Council has determined that the adoption of Chapter 1306 of the Minnesota State Building Code is not in the best interest of the city of Deephaven for a variety of reasons, the more significant of which are provided below:

- The adoption of Chapter 1306 requires the retrofitting of older commercial buildings with approved fire suppression systems that are difficult, costly and impractical due to the lack of a municipal water system.
- The lack of a municipal water system results in difficult compliance issues due to the need to install wells, pressure systems and water storage facilities that meet the requirements of the Uniform Fire Code. Excelsior Fire Station No. 2 is an example of a structure that could not comply with these requirements.
- Chapter 1306 provides that municipalities must either adopt Subpart 2 or Subpart 3, both of which require automatic sprinkler systems but only Subpart 3 requires that portion of an enlarged building to be brought into compliance with fire suppression requirements. It is uncertain whether all member cities are consistent with the adoption of either Subpart 2 or Subpart 3.
- Irrespective of the adoption of Chapter 1306, certain occupancies or uses such as churches, restaurants, retail stores, storage facilities, schools and high density residential uses can be exempted from fire suppression requirements outlined in the Uniform Fire Code, with authorization from the Fire Chief.
- Appendix E and Chapter 1306 have always been an optional provision of the State Building Code due to the State's recognition that cities might not have a public water system to support the adoption of these provisions.
- The City of Deephaven has historically declined to adopt Appendix E or Chapter 1306 of the State Building Code.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF DEEPAVEN, THAT:

The Deephaven City Council has therefore concluded that it is not in the best interest of the city of Deephaven to approve the amendment to the Excelsior Fire District Joint Power Agreement pertaining to the adoption of Chapter 1306 of the Minnesota State Building Code.

In addition, the Deephaven City Council agrees that the City will indemnify and hold all other cities and the District harmless with regard to any possible circumstance or consequence of the decision to not adopt Chapter 1306 of the Minnesota State Building Code.

Adopted by the Council of the City of Deephaven this 16th day of June, 2008.

Paul A. Skrede, Mayor

Attest: _____
Dana H. Young, City Administrator



Agenda Number: **9A-E**

Agenda Item: Council Reports

Summary: This is an opportunity for each council member to present updates and get input regarding various council assignments and projects. Related documents may be attached to this cover sheet.

Council Action: None required.



Agenda Number: **FYI**

Agenda Item: FYI Items in Council Packet

Summary: The attached items are included in the council packet for your information (FYI) only. FYI items typically include planning commission minutes, ViBES (Violations Bureau Electronic System) report of traffic citations processed by Hennepin County District Court, monthly report of activity on the Greenwood website, and other items of interest to the council.

Council Action: No council action is needed for FYI items.



LAKE MINNETONKA CONSERVATION DISTRICT

5341 MAYWOOD ROAD, SUITE 200 • MOUND, MINNESOTA 55364 • TELEPHONE 952/745-0789 • FAX 952/745-9085

Gregory S. Nybeck, EXECUTIVE DIRECTOR

June 13, 2014

LMCD NEWS- FOR IMMEDIATE RELEASE

Contact: Greg Nybeck, Executive Director
(952) 745-0789 or gnybeck@lmcd.org

RE: "Emergency High Water" Declaration Remains in Effect on Lake Minnetonka

On June 5th, the Lake Minnetonka Conservation District (LMCD) implemented an "Emergency High Water" Declaration for Lake Minnetonka (Lake). During this declaration, it is unlawful for a person to operate a watercraft on Lake Minnetonka (the entire Lake) at a speed that results in more than a minimum wake. "Minimum wake" means the wake moving out from a watercraft and trailing behind in a widening "V" is of insufficient size to affect other watercraft or to be detrimental to the shoreline.

The "Emergency High Water" Declaration will remain in effect until the Lake level falls below 930.30 feet for three consecutive days. On June 13th the Lake level reading, reported by the Minnehaha Creek Watershed District (MCWD), was 930.53 feet (down approximately 1.5 inches from the June 5th reading of 930.65 feet). In order to drop below 930.30 feet, the Lake level must drop an additional three inches. The LMCD has produced a graph of the 2014 Lake level readings (herein). Additionally, all of the MCWD's Lake level readings are posted on their website at www.minnehahacreek.org.

To report a minimum wake violation, please contact the Hennepin County Sheriff's Dispatch Office at (763) 525-6210. For all other questions, please view the LMCD's website at www.lmcd.org, under "Hot Topics" or contact LMCD Executive Director Greg Nybeck (also herein).



BOLTON & MENK, INC.®

Consulting Engineers & Surveyors

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

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

www.bolton-menk.com

June 13, 2014

City of Greenwood
Attn: Gus Karpas
20225 Cottagewood Road
Deephaven, MN 55331

RE: 21580 Fairview Street
As-Built Grading Plan Review

Dear Gus:

As requested, I have reviewed the proposed grading plan for 21580 Fairview Street. My review is based on the survey prepared by Gronberg & Associates dated 11/18/14.

Based on my review, I offer the following observations, comments, and recommendations for your consideration:

1. In general, the proposed as-built grading plan appears to maintain the existing drainage patterns as compared to the original grading plan, which was prepared by Gronberg & Associates dated 9/26/12.
2. The grading on the north side of the proposed house appears to have more drainage directed to towards the lake than what is shown on the original grading plan.
3. On the south side of the house, a retaining wall that is not shown on the original grading plan has been constructed and the existing wall that was replaced has been extended towards the lake. The retaining walls flatten the grade between the house and the property line but do not change the direction of flow.
4. In the southwest corner of the property, the original grading plan shows a swale that is intended to direct some runoff towards the lake and away from the neighboring property. Based on the as-built grading plan, it does not appear that this swale was constructed. It is recommended that the swale be constructed as planned to direct runoff in this area towards the lake to the extent possible.

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

Sincerely,

BOLTON & MENK, INC.

David P. Martini, P.E.
Principal Engineer

SEWER CONSTRUCTION UPDATE – JUNE 13, 2014

EXCELSIOR AREA SEWER IMPROVEMENTS PROJECT

Communications:

- Walk-in sessions for property owners and project stakeholders to visit with **Tom Buchal, MCES's Construction Contract Administrator:**
 - Walk-in sessions are held the 2nd and 4th Wednesday of each month from 5:00 to 7:00 p.m.
 - Location: MCES Construction Field Office at 19285 Highway 7 (south side of Highway 7 at Vine Hill Rd.).
- To sign up for project e-mail updates, please send an e-mail to tim.odonnell@metc.state.mn.us stating that you would like to receive Excelsior Area Sewer Improvements e-mail updates.

Construction Activities:

- Underground utility installation is complete between Division St. and Minnetonka Blvd.
- Boulder wall installation is complete near the cemetery along Excelsior Blvd.
- Road building activities are ongoing between Christmas Lake Rd. and Minnetonka Blvd.
- Demolition will begin along Morse Ave. during the week of June 16, which will include tree removal and trimming, pavement reclaiming and miscellaneous demolition.

Project Timeline:

- Due to severe utility conflicts and unusually wet spring weather, work between Christmas Lake Rd. and Minnetonka Blvd. has taken longer than expected. MCES appreciates the community's patience while completing this difficult section of the project.
- Road grading between Christmas Lake Rd. and Minnetonka Blvd. is expected to be completed during the week of June 16. Concrete curb and gutter installation and asphalt paving will start the following week and be completed in time for the July 4th holiday celebration.
- Utility installation along Covington Rd. in Shorewood will begin the week of June 16 and take approximately 5 weeks to complete. Paving is anticipated to be complete by August 1.
- Underground utility installation along Morse Ave. between 2nd St. and 3rd St. will begin the week of June 23 and take approximately 6 weeks to complete. Paving is anticipated to be complete by August 31.
- Once all underground construction in Excelsior, Greenwood and Shorewood is complete MCES will be inspecting the existing force main pipe. This work will occur in 2015 and require access points to be dug in the roadway; however, no road closures will be required.

Traffic Control:

- Excelsior Blvd. between Division St. and Christmas Lake Rd. will be closed to thru traffic during road construction. Residents/businesses will be able to access their homes/businesses from either Division St. or Christmas Lake Rd.
- Business access signage and thru traffic detour signage will remain on the Lake Street ramp.
- Covington Rd. in Shorewood is closed to thru traffic. Residents will be able to access their homes from either the east or west depending on the location of utility installation.
- Morse Ave. will be closed to thru traffic starting June 16. Resident/business access will be from either 2nd St. or 3rd St. depending on utility installation location.

(OVER)

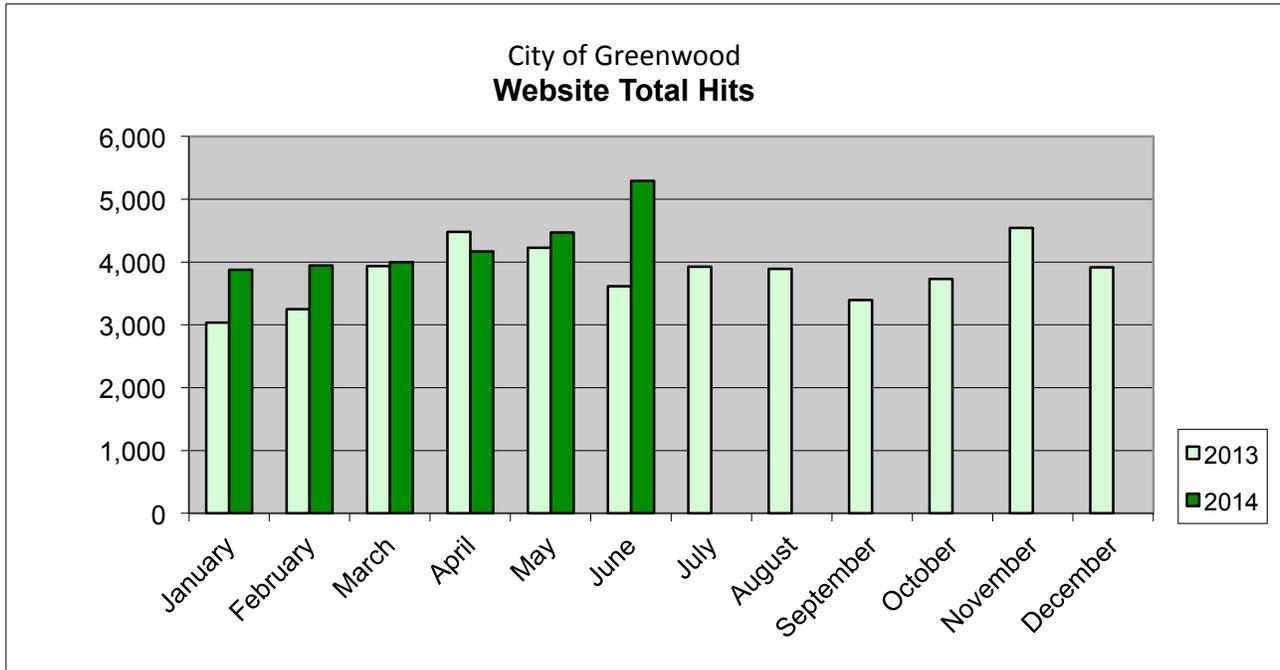
For More Information:

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

For questions or more information, contact:

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





Month	2013	2014	Variance with Prior Month	Variance with Prior Year	Bulk Email List
January	3,038	3,876	-39	838	143
February	3,252	3,943	67	691	147
March	3,936	4,000	57	64	147
April	4,478	4,170	170	-308	151
May	4,229	4,468	298	239	152
June	3,613	5,291	823	1,678	153
July	3,924		-5,291	-3,924	
August	3,894		0	-3,894	
September	3,395		0	-3,395	
October	3,731		0	-3,731	
November	4,543		0	-4,543	
December	3,915		0	-3,915	
AVERAGE	3,829	4,291			

March number is an estimate

POPULATION: 688
EMAIL ADDRESSES % OF POPULATION: 22.24%

Site Statistics

Use this reporting tool to see your site statistics for your public site for this month or the previous month. Statistics for the Administration (or "admin") side of your site are not included in this report. Additionally, visits you make to your own site while administering it are not included in these statistics. All data collected before the previous month has been purged from our system and is not available for use; therefore, we recommend printing this report each month for your records.

The first report - Page Views by Section - shows total page views for each section. The second report - Unique Visitors by Section - shows the total page views for each section without the return visitors (showing only views from unique IP addresses). For example, if you browse to a page today, and then browse to that same page tomorrow, your viewing of that page would only be counted once in the unique (second) report.

Each report lists sections in page view order (highest number of page views first) and only lists sections that have had traffic within the reporting period. It does not list those sections without traffic.

Begin Date

End Date

Report Name

Page Views by Section

Section	Page Views	Percent of Total
Default Home Page	2396	45.28%
Agendas, Etc.	466	8.81%
City Departments	178	3.36%
Planning Commission	157	2.97%
Assessments & Taxes	128	2.42%
Forms & Permits	117	2.21%
Mayor & City Council	113	2.14%
Code Book	109	2.06%
Lake Minnetonka	103	1.95%
Welcome to Greenwood	101	1.91%
Watercraft Spaces	96	1.81%
Photo Gallery	93	1.76%
RFPs & Bids	88	1.66%
Garbage & Recycling	88	1.66%
Search Results	87	1.64%
St. Alban's Bay AIS Project	84	1.59%
Budget & Finances	81	1.53%
What's New?	64	1.21%
Comp Plan & Maps	62	1.17%
Elections	49	0.93%
Meetings	48	0.91%
Crime Update	48	0.91%
Swiffers NOT Flushable	47	0.89%
Animal Services	45	0.85%
Public Safety	44	0.83%
Spring Clean-Up Day	42	0.79%
Well Water	40	0.76%
Links	39	0.74%
Old Log Events	35	0.66%
Parks & Trails	34	0.64%
Met Council Project	33	0.62%

Quick Tips

The reports offered in your Site Statistics tool only track activity on the public side of your site.

In each report, a section named "Default" and a section named "Home" may appear.

A page view gets attributed to "Default" when a visitor to your site types your URL into his or her Web browser. In most cases, the "Default" section is your Home Page.

A page view gets attributed to "Home" each time a visitor clicks the "Home" button on your Web site.

In the Page View (Default) report, only sections with Web traffic are reported and they are listed in page view order.

In the Page View by Section report, sections are listed in the order they appear in the navigation menu and are reported regardless of their traffic level.

In the Referrers report, it is important to remember that your own site acts like a referrer. So, don't be surprised if you see your own Web address(es) listed -- this tracks the number of times people went from one part of your site to another.

Stormwater	33	0.62%
Meetings on TV	30	0.57%
Email List	29	0.55%
Southshore Center	27	0.51%
Community Surveys	25	0.47%
Sewer Pipe Help	20	0.38%
Xcel Project	4	0.08%
Unsubscribe	3	0.06%
Events	3	0.06%
---	2	0.04%
TOTAL	5291	100%

Unique IPs by Section

Section	Unique IPs	Percent of Total IPs
Default Home Page	594	28.42%
Agendas, Etc.	151	7.22%
City Departments	111	5.31%
Lake Minnetonka	74	3.54%
Mayor & City Council	67	3.21%
Welcome to Greenwood	66	3.16%
Planning Commission	62	2.97%
Forms & Permits	55	2.63%
Code Book	51	2.44%
Photo Gallery	49	2.34%
Watercraft Spaces	46	2.2%
St. Alban's Bay AIS Project	45	2.15%
What's New?	43	2.06%
Garbage & Recycling	42	2.01%
Assessments & Taxes	39	1.87%
Comp Plan & Maps	39	1.87%
Crime Update	38	1.82%
RFPs & Bids	36	1.72%
Elections	34	1.63%
Meetings	34	1.63%
Links	30	1.44%
Well Water	30	1.44%
Search Results	30	1.44%
Public Safety	29	1.39%
Spring Clean-Up Day	28	1.34%
Animal Services	27	1.29%
Swiffers NOT Flushable	26	1.24%
Old Log Events	25	1.2%
Parks & Trails	23	1.1%
Met Council Project	22	1.05%
Stormwater	22	1.05%
Budget & Finances	22	1.05%
Meetings on TV	20	0.96%
Email List	20	0.96%
Community Surveys	19	0.91%
Southshore Center	19	0.91%
Sewer Pipe Help	13	0.62%
Xcel Project	3	0.14%
Events	3	0.14%
Unsubscribe	2	0.1%
---	1	0.05%
TOTAL	2090	100%

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

Done

**GREENWOOD PLANNING COMMISSION
WEDNESDAY, JUNE 18, 2014
7:00 P.M.**

1. CALL TO ORDER/ROLL CALL

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

Members Present: Chairman Pat Lucking and Commissioners Lake Bechtell, Kristi Conrad (7:04), David Paeper, and Douglas Reeder (7:23)

Absent: None

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

2. MINUTES – May 21, 2014

Commissioner Paeper moved to approve the minutes of May 21, 2014 as presented. Commissioner Bechtell seconded the motion. Motion carried 3-0.

3. PUBLIC HEARINGS

Variances, David Steingas, 21500 Fairview Street – Request for variances to encroach into the minimum required front yard setback and to exceed the maximum permitted impervious surface to construction an addition.

Section 1120:15 of the Zoning Ordinance requires a minimum front yard setback of thirty feet. The applicant proposes a front yard setback of seventeen feet for the proposed garage addition. The proposal requires a variance of thirteen feet of the required front yard setback.

Section 1176.04(3)(3) permits a maximum permitted impervious surface area of 30%. The applicant is proposing an impervious surface area of 32.33% and is seeking a variance to exceed the maximum permitted impervious surface area by 2.33%.

Summary: The applicant is requesting to construct an addition which would encroach into the required front yard setback and exceed the maximum permitted impervious surface. The proposed encroachment would maintain the existing encroachment of the principle structure and the project would reduce the overall impervious surface area on the property

The property currently contains a small principal structure with no garage. The proposal would create a three-stall garage with living space above it. The proposal complies with the required side and lake yard setbacks, structure height and permitted volume calculations.

The previous owner of the property applied for variances of the required front yard setback and impervious surface area to construct a detached garage on the property in 2007. The applicant later withdrew the application because he was in disagreement with the Council on a suggested relocation of the structure.

Mr. Steingas introduced himself and said he was available to answer any questions.

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

The Commission was supportive of the request though it was noted an additional tree may be lost during construction and though the reduction in impervious surface area was minimal the effort by the applicant was appreciated by the Commission.

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Motion by Commissioner Paeper to recommend the city council approve the application for a variance of Section 1120:15 to encroach thirteen feet into the required thirty foot front yard setback and the variance of Section 1176.04(3)(3) to exceed the maximum permitted impervious surface area of 30% by 2.33%.

The motion is based on the following findings: (a) the proposal maintains the spirit and intent of the zoning ordinance by maintaining the low density nature of the R-1A single-family district; (b) the proposal is consistent with the Comprehensive Plan in that it seeks to maintain the character of the city through the maintenance of the existing housing stock; (c) the proposed manner of use is reasonable since it seeks to continue the single family use of the property through the rehabilitation and expansion of the existing structure; (d) the plight of the homeowner is due to the lot dimensions, the placement of the existing home and the need for a garage on a property which currently does not have one; and (e) the proposal maintains the essential character of the neighborhood.

Commissioner Bechtell seconded the motion. Motion carried 4-0.

Ordinance 235 - An Ordinance of the City of Greenwood, Minnesota
Amending Greenwood Ordinance Code Section 1140.19 Regarding Permitted Grade Alterations

Summary: Zoning Administrator Karpas summarized the proposed ordinance amendment stating it would permit an alteration of up to three feet with city engineer approval. He said the previous ordinance held alterations to one foot which he felt was too restrictive. Also, the existing ordinance had exceptions that were confusing and could be manipulated. The proposed ordinance language would remove the current grading exceptions for foundation placements and driveways and limit them to only necessary stormwater management controls. Any alterations above three feet would require variance approval.

Chairman Lucking expressed concern that a three foot increase in a three hundred square foot area is a large rise in a small area. Zoning Administrator Karpas said the three feet is a starting point and the number could be whatever the city sets. He said the number was taken from Deephaven and Woodland which have larger lots.

The Commission discussed the idea of having grading in excess of the established amount become a Conditional Use Permit (CUP) as suggested by the City Attorney. Zoning Administrator Karpas gave examples in Deephaven and Woodland where that came back to haunt them since a CUP is essentially is a permitted use with conditions. He doesn't feel it's unreasonable to require someone to show a practical difficulty if they need to increase the grade over the established amount.

The Commission agreed that a more reasonable grade alteration for the character of Greenwood would be two feet with engineer approval and anything beyond that would require a variance.

Motion by Commissioner Lucking to recommend the Council approve Ordinance 235 - An Ordinance of the City Of Greenwood, Minnesota Amending Greenwood Ordinance Code Section 1140.19 Regarding Permitted Grade Alterations, with the amendment that the maximum permitted grade alteration be limited to two feet. Conrad seconded the motion. Motion carried 5-0.

4. NEW BUSINESS

Discuss – Impervious surface mitigation

Zoning Coordinator Karpas said the Council was interested in the Planning Commission's opinion on creating an ordinance which would permit options such as rain gardens and cisterns as a means for mitigating impervious surface on smaller lots.

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The Commission discussed the benefits and unintended consequences an ordinance could create.

Councilmember Cook said he was not interested in creating a means for people to increase their impervious surface area, especially if their lot is currently in compliance with the ordinance.

Commissioner Paeper feels that impervious surface area is one of the most abused portions of the ordinance. Even though he feels rain gardens are nice, they shouldn't be a trade-off for impervious surface area. As for cisterns, in order to be effective, they need to be maintained.

City Attorney Kelly suggested the city may want to forego an ordinance and opt to only provide applicants information on other options to mitigate impervious surface area. That way it is left up to the property owner to decide what they want to do. Councilmember Cook agreed stating once you put language in a code, someone will figure out a way to "game" the ordinance and get around it.

The recommendation of the Commission was to not draft an ordinance at this time.

5. OLD BUSINESS

Discuss – Park District and potential Shuman Woods Park Improvements

Councilmember Cook said the City Council would like to have a public meeting to take input on what should be done with Shuman Woods. He said the options are as follows; a) keep and maintain the property as a vacant lot; b) Develop as a park; or c) sell the property.

The Commission discussed the options and focused on whether the city had the right to sell the property if it wanted to. City Attorney Kelly said there would have to be further research to determine if that was even an option.

Commissioner Paeper asked what the motivation would be to sell the property since it costs the city nothing to keep it. Councilmember Cook said the city doesn't necessarily want to sell it, it's just one of the options it may have available.

Councilmember Cook said further research would be done and a public meeting scheduled for resident input.

6. LIAISON REPORT

Council Liaison Cook said the Council accepted the seal coating bids for the upcoming street projects, noted that the St. Alban's Bay Bridge is eligible for grant funds based on its most recent safety rating and said the Council rescinded enforcement of Appendix D of the Fire Code at a special meeting of the City Council earlier in the evening.

7. ADJOURN

Motion by Commissioner Paeper to adjourn the meeting. Commissioner Conrad seconded the motion. The meeting was adjourned at 8:07 pm.

Respectively Submitted,
Gus Karpas - Zoning Administrator