



## AGENDA

### Greenwood City Council Meeting

Wednesday, January 7, 2015

20225 Cottagewood Road, Deephaven, MN 55331

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

- 7:00pm OATH OF OFFICE: Mayor Deb Kind, Councilman Tom Fletcher, Councilman Bob Quam
- 7:02pm 1. CALL TO ORDER | ROLL CALL | APPROVE AGENDA
- 7:02pm 2. CONSENT AGENDA  
*Council members may remove consent agenda items for discussion. Removed items will be put under Other Business.*
- A. Approve: 12-03-14 City Council Meeting Minutes
  - B. Approve: November Cash Summary Report
  - C. Approve: December Certificates of Deposit Report
  - D. Approve: December Verifieds, Check Register, Electronic Fund Transfers
  - E. Approve: January Payroll Register
- 7:05pm 3. MATTERS FROM THE FLOOR  
*This is an opportunity for the public to address the council regarding matters not on the agenda. The council will not engage in discussion or take action on items presented at this time. However, the council may ask for clarification and may include items on a future agenda. Comments are limited to 3 minutes.*
- 7:10pm 4. PRESENTATIONS, REPORTS, GUESTS & ANNOUNCEMENTS
- A. Announcement: Greenwood Night at the Old Log Theatre, Friday 01-16-15, 7:30pm, get discounted tickets at [www.oldlog.com](http://www.oldlog.com), code: Greenwood
- 7:10pm 5. PUBLIC HEARINGS
- A. None
- 7:10pm 6. UNFINISHED BUSINESS
- A. Discuss: Next Steps Regarding St. Alban's Bay Lake Improvement District
  - B. 1st Reading: Ordinance 241, Establishing Regulations for Recreational Fires
- 7:20pm 7. NEW BUSINESS
- A. Discuss: Excelsior's Letter Regarding the Southshore Center
  - B. Consider: League of MN Cities Insurance Coverage for Volunteers
  - C. Consider: Res 01-15, Appointments & Assignments for 2015
- 7:45pm 8. OTHER BUSINESS
- A. None
- 7:45pm 9. COUNCIL REPORTS
- A. Cook: Planning Commission, Sewer Study, Traffic Committee
  - B. Fletcher: Lake Minnetonka Communications Commission, Fire
  - C. Kind: Police, Administration, Mayors' Meetings, Website
  - D. Quam: Roads & Sewers, Mtka Comm Education, St. Alban's Bay Bridge, Traffic Committee
  - E. Roy: Lake Minnetonka Conservation District, Lake Improvement District
- 8:00pm 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.

# MINUTES

## Greenwood City Council Meeting

Wednesday, December 3, 2014  
20225 Cottagewood Road, Deephaven, MN 55331



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

Mayor Kind called the meeting to order at 7pm.

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

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

**Motion by Kind to approve the agenda with the addition of item 7J, Discuss Potential Volunteer Accident Coverage. Second by Quam. Motion passed 5-0.**

### 2. CONSENT AGENDA

A. Approve: 11-05-14 City Council Meeting Minutes

B. Approve: 11-10-14 Election Canvassing Minutes

C. Approve: October Cash Summary Report

D. Approve: November Certificates of Deposit Report

E. Approve: November Verifieds, Check Register, Electronic Fund Transfers

F. Approve: December Payroll Register

G. Approve: October Recycling Report

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

### 3. MATTERS FROM THE FLOOR

A. None

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

A. Announcement: Lights Out and Winter Rules. Christmas and yard lights must be turned off by 11pm. Parking is prohibited on city streets after a 2-inch snowfall until roads have been plowed edge to edge. Depositing of snow onto a city street is prohibited.

**No council action was taken.**

### 5. PUBLIC HEARINGS

A. None

### 6. UNFINISHED BUSINESS

A. Discuss: Next Steps Regarding St. Alban's Bay Lake Improvement District

**No council action was taken.**

### 7. NEW BUSINESS

A. Consider: Resolution 33-14 Variance Findings, Michael & Deborah Jonikas, 4930 Meadville St

**Motion by Fletcher to adopt resolution 33-14 laying out the findings of fact approving the variance application of Michael and Deborah Jonikas with language to fill in the blanks and correct language on the resolution. And further move that the council directs the city clerk to mail a copy of the findings to the applicant and the DNR, and place an Affidavit of Mailing for each of the mailings in the property file.**

**Second by Cook. Motion passed 5-0.**

- B. Consider: Resolution 34-14 Approving Final Tax Levy Certification and Resolution 37-14 Approving 2015 Budget (public comment opportunity)

**No one from the public was present to comment regarding the tax levy or budget.**

**Motion by Roy to adopt resolution 34-14 approving the 2014 tax levy in the amount of \$642,782 to be collected in 2015. Second by Quam. Motion passed 5-0.**

**Motion by Roy to adopt resolution 37-14 approving the 2015 general fund budget in the amount of \$764,819. Second by Cook. Motion passed 5-0.**

- C. Consider: 2014 Budget Adjustments to Line Items

**Motion by Fletcher to approve the following line item adjustments to the 2014 budget EXPENSES:**

General Fund Code Number	Line Item Title	Original 2014 Budget Amount	12-03-14 Adjustment	CHANGE
101-42400-308	Zoning Administration	3,327	0	
101-42400-309	Public Notices	850	2,500	1,650
101-42400-310	Building Inspections	22,080	45,000	22,920
TOTAL				24,570

**AND the following line item adjustments to the 2014 budget REVENUES:**

General Fund Code Number	Line Item Title	Original 2014 Budget Amount	12-03-14 Adjustment	CHANGE
101-32210	Building Permits	30,000	50,570	20,570
101-32211	Electric Permits	2,000	6,000	4,000
TOTAL				24,570

**Second by Quam. Motion passed 5-0.**

- D. Consider: 2014 Budget Fund Transfers and Year-End Contributions

**Motion by Cook to approve the following 2014 budgeted fund transfers:**

**\$3,346 from 605-49300-721 Marina Fund Transfer to 101-39200 General Fund for Administrative Expense Reimbursement**

**\$12,500 from 605-49300-720 Marina Fund Transfer to 101-39201 General Fund**

**\$10,866 from 602-43200-720 Sewer Fund Transfer to 101-39202 General Fund for Administrative Expense Reimbursement**

**\$1,625 from 502-43200-720 Stormwater Fund Transfer to 101-39203 General Fund for Administrative Expense Reimbursement**

**\$20,000 from 101-49000-500 General Fund Bridge Transfer to 403-39200 Bridge Fund**

**\$40,000 from General Fund 101-43200-500 Major Road Improvements Transfer to 404-36230 Road Improvement Fund**

**Second by Quam. Motion passed 5-0.**

E. Consider: 2015 License Applications

**Motion by Quam to approve 2015 licenses for the entities listed below contingent upon the city receiving applications and fees by 12-31-14:**

- a) **Commercial Marinas**      **Bean's Greenwood Marina  
Excelsior Bay Harbor  
Kreslin's Marina**
  
- b) **Liquor**                      **Excelsior Entertainment LLC (Old Log)**
  
- c) **Rental Permits**            **David Colwell, 21830 Byron Circle  
Terry & Jill Nagel, 21885 Byron Circle  
Jason Johnson, 21080 Excelsior Blvd  
Sunny Kim, 21380 Excelsior Blvd  
Lake Mtka Associates, 21650 Fairview Street  
Mark & Jean Lewry, 21690 Fairview Street  
David Rubenstein, 21885 Fairview Street  
Andrew Althsuser, 5200 Greenwood Circle  
John Klinkner, 5205 Greenwood Circle  
Mary Kellogg, 5050 Highview Place  
Jim Norman, 5370 Manor Road  
Juliann Schultz, 5470 Manor Road  
Scott & Lisa Christian, 5500 Maple Heights Road  
Patty Loftus, 5165 Meadville Street  
Thomas Hammer, 5260 Meadville Street  
Keith Wilcock, 21260 Minnetonka Blvd**
  
- d) **Tobacco**                      **Greenwood Market**
  
- e) **Trash**                          **Allied Waste  
Aspen Waste  
Blackowiak Disposal  
Randy's Sanitation  
Vintage Waste  
Waste Management**

**Second by Roy. Motion passed 5-0.**

F. Discuss: Potential Recreational Fire Ordinance

**Motion by Kind to direct staff to prepare an amendment to section 475 to regulate recreational fires and place on the 01-07-15 council agenda for a 1st reading. Second by Quam. Motion passed 5-0.**

G. Consider: Resolution 35-14 Meeting Dates for 2015

**Motion by Fletcher to approve resolution 35-14 to set key dates for 2015. Second by Cook. Motion passed 5-0.**

H. Consider: Resolution 36-14 Regarding League of MN Cities Sewer Back-Up Insurance

**Motion by Fletcher to approve resolution 36-14 regarding sewer back-up coverage through the League of MN Cities Insurance Trust. Second by Cook. Motion passed 5-0.**

I. Discuss: Deephaven's Letter Regarding Southshore Center

**No council action taken.**

J. Discuss: Potential Volunteer Accident Insurance Coverage

**The city council consensus was to discuss this further at the January meeting.**

8. OTHER BUSINESS

A. None

9. COUNCIL REPORTS

- A. Cook: Planning Commission, Greenwood Circle Xcel Projects, Sewer Study, Speed Committee
- B. Fletcher: Lake Minnetonka Communications Commission, Fire
- C. Kind: Police, Administration, Mayors' Meetings, Website
- D. Quam: Roads & Sewers, Minnetonka Community Education, St. Alban's Bay Bridge, Speed Committee
- E. Roy: Lake Minnetonka Conservation District, Lake Improvement District

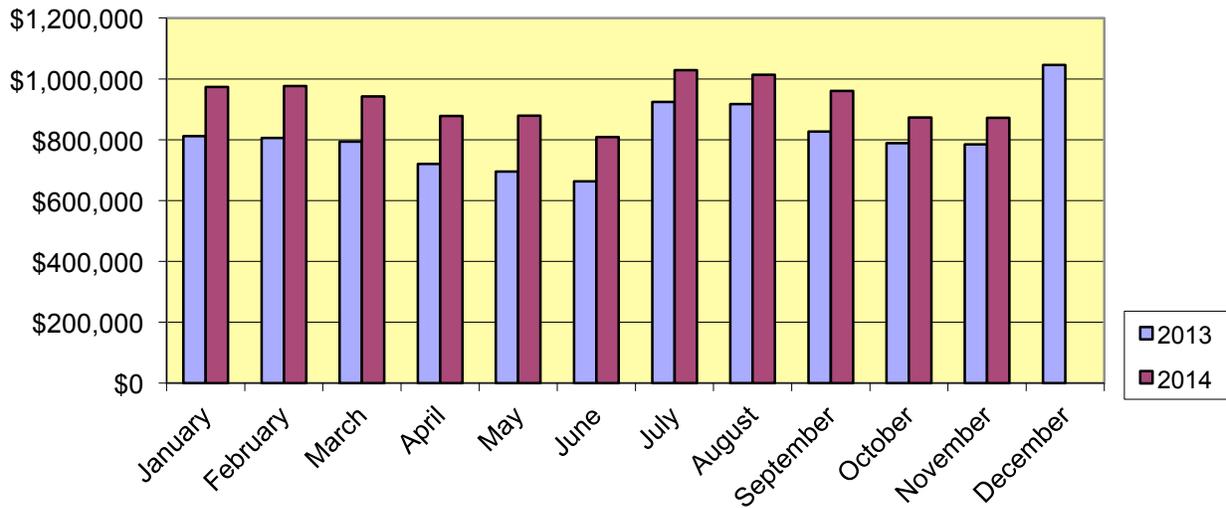
**No council action was taken regarding any of the council reports.**

10. ADJOURNMENT

**Motion by Cook to adjourn the meeting at 8:25pm. Second by Roy. Motion passed 5-0.**

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

**City of Greenwood**  
Monthly Cash Summary



Month	2013	2014	Variance with Prior Month	Variance with Prior Year
January	\$812,019	\$973,698	-\$72,277	\$161,679
February	\$805,692	\$976,134	\$2,436	\$170,442
March	\$793,435	\$942,468	-\$33,666	\$149,033
April	\$720,170	\$878,040	-\$64,428	\$157,870
May	\$694,987	\$879,272	\$1,232	\$184,285
June	\$663,171	\$808,884	-\$70,388	\$145,713
July	\$924,057	\$1,029,060	\$220,176	\$105,003
August	\$917,234	\$1,013,814	-\$15,246	\$96,580
September	\$826,755	\$960,083	-\$53,731	\$133,328
October	\$788,426	\$872,707	-\$87,376	\$84,281
November	\$784,533	\$871,871	-\$836	\$87,338
December	\$1,045,975	\$1,045,975	-\$871,871	-\$1,045,975

Bridgewater Bank Money Market	\$372,262
Bridgewater Bank Checking	\$6,965
Beacon Bank CD	\$404,804
Beacon Bank Money Market	\$84,280
Beacon Bank Checking	\$3,559
	<b>\$871,871</b>

**ALLOCATION BY FUND**

General Fund	\$235,347
Special Project Fund	\$0
General Fund Designated for Parks	\$27,055
Bridge Capital Project Fund	\$98,463
Road Improvement Fund	\$0
Stormwater Fund	\$5,065
Sewer Enterprise Fund	\$447,786
Marina Enterprise Fund	\$58,155
	<b>\$871,871</b>



Check Issue Date(s): 12/01/2014 - 12/31/2014

Per	Date	Check No	Vendor No	Payee	Check GL Acct	Amount
12/14	12/01/2014	12421	822	ECM PUBLISHERS INC	101-20100	37.24
12/14	12/01/2014	12422	841	LAW OFFICE GREGORY E KELLER PA	101-20100	529.00
12/14	12/01/2014	12423	38	SO LAKE MINNETONKA POLICE DEPT	101-20100	15,184.58
12/14	12/01/2014	12424	745	Vintage Waste Systems	101-20100	1,628.25
12/14	12/01/2014	12425	145	XCEL ENERGY	602-20100	174.80
12/14	12/22/2014	12426	738	AVENET WEB SOLUTIONS	101-20100	375.00
12/14	12/22/2014	12427	51	BOLTON & MENK, INC.	602-20100	2,530.50
12/14	12/22/2014	12428	625	BONNIE LANE	101-20100	341.00
12/14	12/22/2014	12429	774	CINDY PAEPER	101-20100	162.00
12/14	12/22/2014	12430	9	CITY OF DEEPHAVEN	101-20100	9,777.96
12/14	12/22/2014	12431	792	CORNERSTONE INDUSTRIES INC	101-20100	713.30
12/14	12/22/2014	12432	846	CYNTHIA REEDER	101-20100	135.00
12/14	12/22/2014	12433	847	DIANE SHELGREN	101-20100	148.50
12/14	12/22/2014	12434	68	GOPHER STATE ONE CALL	602-20100	26.20
12/14	12/22/2014	12435	75	HENNEPIN COUNTY TREASURER	101-20100	70.27
12/14	12/22/2014	12436	601	HENNEPIN COUNTY TREASURER	101-20100	8,500.00
12/14	12/22/2014	12437	766	HENNEPIN COUNTY TREASURER	101-20100	719.07
12/14	12/22/2014	12438	626	HENRY WUDLICK	101-20100	162.00
12/14	12/22/2014	12439	629	JAN GRAY	101-20100	110.00
12/14	12/22/2014	12440	845	JENNIFER GALLAGHER	101-20100	76.50
12/14	12/22/2014	12441	776	JUDY SPIEGEL	101-20100	135.00
12/14	12/22/2014	12442	3	KELLY LAW OFFICES	101-20100	690.00
12/14	12/22/2014	12443	841	LAW OFFICE GREGORY E KELLER PA	101-20100	667.00
12/14	12/22/2014	12444	26	LEAGUE OF MN CITIES	101-20100	798.00
12/14	12/22/2014	12445	844	MARY BETH DARUSMONT	101-20100	216.00
12/14	12/22/2014	12446	747	MARY JO NEWMAN	101-20100	162.00
12/14	12/22/2014	12447	105	METRO COUNCIL ENVIRO SERVICES	602-20100	1,912.42
12/14	12/22/2014	12448	712	PAMELA CANNING	101-20100	90.00
12/14	12/22/2014	12449	772	PAT MCGOWAN	101-20100	162.00
12/14	12/22/2014	12450	145	XCEL ENERGY	101-20100	413.36
Totals:						<u>46,646.95</u>

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

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

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

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

Vendor No	Invoice No	Description	Inv Date	Invoice Amt	Disc Amt	Check Amt	Check No	Chk Date
3	KELLY LAW OFFICES 6302	GENERAL LEGAL	12/05/2014	690.00	.00	690.00	12442	12/22/2014
Total 3				690.00	.00	690.00		
9	CITY OF DEEPHAVEN DEC 2014	Postage	12/01/2014	9,777.96	.00	9,777.96	12430	12/22/2014
Total 9				9,777.96	.00	9,777.96		
26	LEAGUE OF MN CITIES 201989	Membership Dues 2014-2015	12/01/2014	798.00	.00	798.00	12444	12/22/2014
Total 26				798.00	.00	798.00		
38	SO LAKE MINNETONKA POLICE DEPT DEC 2014	OPERATING BUDGET	12/01/2014	15,184.58	.00	15,184.58	12423	12/01/2014
Total 38				15,184.58	.00	15,184.58		
51	BOLTON & MENK, INC. 0172874	2014 MISC ENGINEERING	11/30/2014	209.50	.00	209.50	12427	12/22/2014
	0172875	2014 DEVELOPMENT REVIEW	11/30/2014	353.00	.00	353.00	12427	12/22/2014
	0172876	2014 STREET IMPROVEMENTS	11/30/2014	916.50	.00	916.50	12427	12/22/2014
	0172877	2014 MS4 ADMN	11/30/2014	644.00	.00	644.00	12427	12/22/2014
	0172878	2014 I/I REDUCTION GRANT APP	11/30/2014	407.50	.00	407.50	12427	12/22/2014
Total 51				2,530.50	.00	2,530.50		
68	GOPHER STATE ONE CALL 127375	Gopher State calls	11/30/2014	26.20	.00	26.20	12434	12/22/2014
Total 68				26.20	.00	26.20		
75	HENNEPIN COUNTY TREASURER 120214	TRUTH IN TAX NOTICES	12/02/2014	70.27	.00	70.27	12435	12/22/2014
Total 75				70.27	.00	70.27		
105	METRO COUNCIL ENVIRO SERVICES 0001039193	Monthly wastewater Charge	12/02/2014	1,912.42	.00	1,912.42	12447	12/22/2014
Total 105				1,912.42	.00	1,912.42		
145	XCEL ENERGY 112014	LIFT STATION #4	11/20/2014	174.80	.00	174.80	12425	12/01/2014
	112814	Sleepy Hollow Road *	11/28/2014	413.36	.00	413.36	12450	12/22/2014
Total 145				588.16	.00	588.16		

Vendor No	Invoice No	Description	Inv Date	Invoice Amt	Disc Amt	Check Amt	Check No	Chk Date
601	HENNEPIN COUNTY TREASURER 1000052061	1ST 1/2 2015 ASSMTS	11/26/2014	8,500.00	.00	8,500.00	12436	12/22/2014
Total 601				8,500.00	.00	8,500.00		
625	BONNIE LANE 110414	HEAD ELECTION JUDGE	11/04/2014	341.00	.00	341.00	12428	12/22/2014
Total 625				341.00	.00	341.00		
626	HENRY WUDLICK 110414	ELECTION JUDGE	11/04/2014	162.00	.00	162.00	12438	12/22/2014
Total 626				162.00	.00	162.00		
629	JAN GRAY 110414	HEAD ELECTION JUDGE	11/04/2014	110.00	.00	110.00	12439	12/22/2014
Total 629				110.00	.00	110.00		
712	PAMELA CANNING 110414	Election Judge	11/04/2014	90.00	.00	90.00	12448	12/22/2014
Total 712				90.00	.00	90.00		
738	AVENET WEB SOLUTIONS 35918	GOV OFFICE ANNUAL SVC PKG	12/02/2014	375.00	.00	375.00	12426	12/22/2014
Total 738				375.00	.00	375.00		
745	Vintage Waste Systems 112514	City Recycling Contract	11/25/2014	1,628.25	.00	1,628.25	12424	12/01/2014
Total 745				1,628.25	.00	1,628.25		
747	MARY JO NEWMAN 110414	Election Judge	11/04/2014	162.00	.00	162.00	12446	12/22/2014
Total 747				162.00	.00	162.00		
766	HENNEPIN COUNTY TREASURER 1214-1	M100 MNTNCE	12/03/2014	141.73	.00	141.73	12437	12/22/2014
	1214-2	ELECTION SUPPLIES	12/03/2014	42.94	.00	42.94	12437	12/22/2014
	1214-3	AUTOMARK/M100 MNTNCE	12/03/2014	534.40	.00	534.40	12437	12/22/2014
Total 766				719.07	.00	719.07		
772	PAT MCGOWAN 110414	ELECTION JUDGE	11/04/2014	162.00	.00	162.00	12449	12/22/2014

Vendor No	Invoice No	Description	Inv Date	Invoice Amt	Disc Amt	Check Amt	Check No	Chk Date
Total 772				162.00	.00	162.00		
774	CINDY PAEPER							
	110414	ELECTION JUDGE	11/04/2014	162.00	.00	162.00	12429	12/22/2014
Total 774				162.00	.00	162.00		
776	JUDY SPIEGEL							
	110414	ELECTION JUDGE	11/04/2014	135.00	.00	135.00	12441	12/22/2014
Total 776				135.00	.00	135.00		
792	CORNERSTONE INDUSTRIES INC							
	1345	SIGN/POST MNTNCE	12/15/2014	713.30	.00	713.30	12431	12/22/2014
Total 792				713.30	.00	713.30		
822	ECM PUBLISHERS INC							
	163501	LEGAL NOTICE	11/20/2014	37.24	.00	37.24	12421	12/01/2014
Total 822				37.24	.00	37.24		
841	LAW OFFICE GREGORY E KELLER PA							
	111414	PROSECUTION BILL	11/14/2014	529.00	.00	529.00	12422	12/01/2014
	121614	PROSECUTION BILL	12/16/2014	667.00	.00	667.00	12443	12/22/2014
Total 841				1,196.00	.00	1,196.00		
844	MARY BETH DARUSMONT							
	110414	ELECTION JUDGE	11/04/2014	216.00	.00	216.00	12445	12/22/2014
Total 844				216.00	.00	216.00		
845	JENNIFER GALLAGHER							
	110414	ELECTION JUDGE	11/04/2014	76.50	.00	76.50	12440	12/22/2014
Total 845				76.50	.00	76.50		
846	CYNTHIA REEDER							
	110414	ELECTION JUDGE	11/04/2014	135.00	.00	135.00	12432	12/22/2014
Total 846				135.00	.00	135.00		
847	DIANE SHELGREN							
	110414	ELECTION JUDGE	11/04/2014	148.50	.00	148.50	12433	12/22/2014
Total 847				148.50	.00	148.50		

<u>Vendor No</u>	<u>Invoice No</u>	<u>Description</u>	<u>Inv Date</u>	<u>Invoice Amt</u>	<u>Disc Amt</u>	<u>Check Amt</u>	<u>Check No</u>	<u>Chk Date</u>
Grand Totals:				<u>46,646.95</u>	<u>.00</u>	<u>46,646.95</u>		

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Pay Per Date	Jrnl	Check Date	Check Number	Payee	Emp No	Description	GL Account	Amount
01/01/15	PC	01/01/15	1011501	COOK, WILLIAM B.	37		001-10100	184.70
01/01/15	PC	01/01/15	1011502	Fletcher, Thomas M	33		001-10100	84.70
01/01/15	PC	01/01/15	1011503	Kind, Debra J.	34		001-10100	277.05
01/01/15	PC	01/01/15	1011504	Quam, Robert	32		001-10100	184.70
01/01/15	PC	01/01/15	1011505	ROY, ROBERT J.	38		001-10100	184.70
Grand Totals:								<u>915.85</u>



Agenda Number: **6A**

Agenda Date: **01-07-15**

Prepared by *Deb Kind*

**Agenda Item:** Discuss Next Steps Regarding St. Alban's Bay Lake Improvement District

**Summary:** St. Alban's Bay Captain Rob Roy has been leading the effort to establish a St. Alban's Bay Lake Improvement District (SABLID). The next steps in the process are listed on the timeline below. The latest draft (10-06-14) of the St. Alban's Bay Lake Improvement District Cooperative Agreement and exhibits were included in the November and December city council packets available for viewing at [www.greenwoodmn.com](http://www.greenwoodmn.com).

Per the attached letter and resolution from the city of Excelsior, they are moving forward with the process and they have set February 2, 2015 as the date for their public hearing.

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

- ~~07-11-14 SABLID petitions submitted to the Greenwood and Excelsior city councils.~~
- ~~07-21-14 The Excelsior city council formally received the Excelsior SABLID petition.~~
- ~~07-23-14 The Lake Minnetonka Conservation District approved a resolution in support of the SABLID. 14 ayes, 0 nays.~~
- ~~08-06-14 The Greenwood city council formally received the Greenwood SABLID petition, ordered a public hearing, reviewed the first draft of a Joint Cooperative Agreement, and authorized Councilmembers Roy and Fletcher to work with Excelsior to incorporate Excelsior's comments into the Joint Cooperative Agreement.~~
- ~~08-07-14 Public hearing notice submitted to Sun-Sailor.~~
- ~~08-14-14 Public hearing notice published in Sun-Sailor.~~
- ~~08-21-14 Public hearing notice mailed to affected property owners.~~
- ~~09-03-14 The Greenwood city council holds 1st public hearing, reviews draft of Joint Cooperative Agreement, considers approval of Resolution of Intent.~~
- ~~09-08-14 Submission of Resolution of Intent, public hearing notice, and related documents to DNR, MCWD, and LMCD.  
Note: 40 days notice of the public hearing is required for the DNR to review the documents.~~
- ~~10-01-14 The Greenwood city council reviews draft Joint Cooperative Agreement and sends to Excelsior for their review.~~
- ~~10-02-14 2nd public hearing notice submitted to Sun-Sailor.~~
- ~~10-09-14 2nd public hearing notice published in Sun-Sailor.~~
- ~~10-09-14 2nd public hearing notice mailed to affected property owners.~~
- ~~11-05-14 The Greenwood city council holds the 2nd public hearing~~
- ~~\_\_-\_\_-15 The Excelsior city council considers approval of the Joint Cooperative Agreement.~~
- ~~\_\_-\_\_-15 The Greenwood city council considers approval of the Joint Cooperative Agreement.~~
- ~~\_\_-\_\_-15 The final Joint Cooperative Agreement is sent to the DNR for their records.~~

**Council Action:** No action is needed at this time. Once the Excelsior city council approves the cooperative agreement, the following motion may be considered ...

1. I move the city council approves the Joint Cooperative Agreement dated \_\_\_\_\_, 2015 and authorizes the mayor and city clerk to sign 3 copies of the agreement. (1) To be filed at the city of Greenwood. (2) To be sent to the city of Excelsior for their files. (3) To be sent to the DNR.
2. Do nothing or other motion???



# CITY OF EXCELSIOR

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339 THIRD STREET  
EXCELSIOR, MINNESOTA 55331  
TEL: 952-474-5233  
FAX: 952-474-6300

December 18, 2014

Kathleen Metzker  
Minnesota Department of Natural Resources  
500 Lafayette Road  
St. Paul, MN 55155-4040

Dear Ms. Metzker:

Enclosed please find a certified copy of Resolution No. 2014-69 adopted by the Excelsior City Council on December 1, 2014. The resolution expresses the City's intent to establish a Lake Improvement District in collaboration with the City of Greenwood covering the St. Alban's Bay peroration of Lake Minnetonka. The resolution sets February 2, 2015 as a date for a public hearing to be held at Excelsior City Hall, 339 Third Street, Excelsior, MN 55331 on the issue.

This letter is intended to provide you with the notice required by Minn. R. pt. 6115.0970, subp. 2B. Please feel free to contact me at 952-653-3672 or at [kluger@ci.excelsior.mn.us](mailto:kluger@ci.excelsior.mn.us) with any comments or questions.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Kristi Luger', with a stylized flourish at the end.

Kristi Luger  
City Manager

Attachment

C: Jeff Spartz, Minnehaha Creek Watershed District  
Greg Nybeck, Lake Minnetonka Conservation District

City of Excelsior

Resolution No. 2014-69

A Resolution of Intent Regarding  
The Establishment of a St. Alban's Bay  
Lake Improvement District

---

WHEREAS, pursuant to authority granted by Minn. Stat. § 459.20, Cities have the authority to establish Lake Improvement Districts as authorized by Minnesota Statute § 103B.515; and

WHEREAS, such authority extends to bodies of water wholly within a City's boundaries and permits two or more Cities with bodies of water wholly within their contiguous boundaries to jointly exercise the authority to create a Lake Improvement District pursuant to the authority granted by Minnesota Statute § 103B.515; and

WHEREAS, St. Alban's Bay is a body of water wholly within the contiguous boundaries of the cities of Greenwood and Excelsior; and

WHEREAS, the City of Greenwood has proposed that it and the City of Excelsior jointly exercise their authority to create a St. Alban's Bay Lake Improvement District (SBLID); and

WHEREAS, Minnesota Statutes §§ 103B.515 and 459.20 require that Cities hold Public Hearings before creating such Lake Improvement Districts and adopt resolutions expressing their intent to do so at least 40 days before such hearings are held; and

WHEREAS, the resolution expressing intent to create a Lake Improvement District must:

1. Specify the boundaries of the district, which shall be encouraged to be as consistent as practical with natural hydrological boundaries;
2. Prescribe the water and related land resource management programs to be undertaken in the district;
3. State how the programs will be financed;
4. Designate the officer or agency that will be responsible for supervising the programs; and
5. Set a date for the Public Hearing.

NOW THEREFORE, BE IT RESOLVED, that the Council of the City of Excelsior, Minnesota, hereby intends to establish a St. Alban's Bay Lake Improvement District (SBLID) and that:

1. The boundaries of the SBLID shall be as shown on the map attached hereto as Exhibit A. Said boundaries are consistent with the natural hydrologic boundary of St. Alban's Bay and includes all properties with lake rights to the bay.

2. The water and related land resource management programs to be undertaken in the SBLID include prevention and management of aquatic invasive species, as described on the attached Exhibit B.
3. The prevention and management programs will be financed by a levy on the property owners in the district and grants and gifts such as those provided in the past by the Cities of Greenwood and Excelsior, as well as the Minnesota Department of Natural Resources (DNR). The actual levy and its distribution are anticipated to be approved by the SBLID property owners each year. The estimated cost to treat St. Alban's Bay is \$32,000 every other year, plus lake monitoring, administrative costs, and spot treatments in non-treatment years. The following is considered to be a realistic estimate of the potential annual levy:

Lakeshore Property Owners	114 @ \$150 each	\$17,100
Assn and Channel Properties	23 @ \$75 each	\$1,725
Marinas	3 @ \$500 each	<u>\$1,500</u>
	Total	\$20,325

4. The Cities of Excelsior and Greenwood shall oversee the operations of the SBLID, pursuant to a Joint Cooperative Agreement substantially similar to that attached hereto as Exhibit C.
5. A Public Hearing regarding the potential establishment of the SBLID shall be held at the Excelsior City Council's regularly scheduled meeting on February 2, 2015 at Excelsior City hall, 339 Third Street, Excelsior, Minnesota 55331.
6. The City Manager is authorized to send a copy of this resolution to the Commissioner of the DNR, the Minnehaha Creek Watershed District Board of Managers, and the Lake Minnetonka Conservation District Board.

Adopted by the City Council of the City of Excelsior, Minnesota, this 1<sup>st</sup> day of December, 2014.

ATTEST:

  
Shirley Johnson, City Clerk

  
Mark W. Gaylord, Mayor

  
Kristi Luger, City Manager

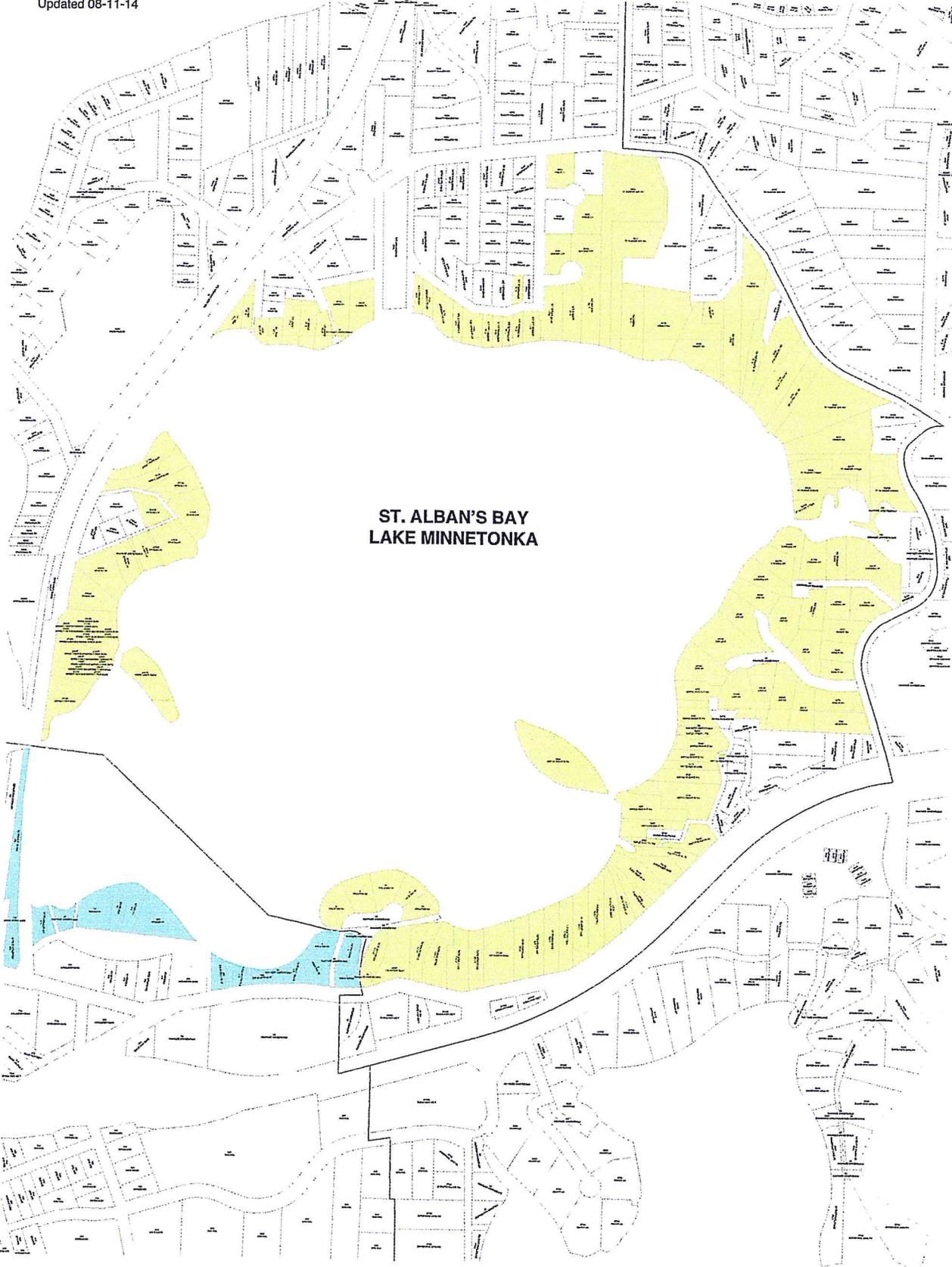
Attachments:  
Exhibit A  
Exhibit B  
Exhibit C

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

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



Updated 08-11-14



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

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

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

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

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

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

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

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

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

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

Land management projects are not planned.

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

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

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

EX.C.



EXCELSIOR



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

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

**RECITALS**

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

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

**I. PURPOSE**

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

**II. NAME**

The organization established by this agreement shall be known as the "St. Alban's Bay Lake Improvement District."

**III. DEFINITIONS**

As used herein, these terms shall mean as follows:

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

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

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

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

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

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

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

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

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

#### IV. MEMBERS

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

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

#### V. DIRECTORS

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

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

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

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

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

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

## VI. OFFICERS

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

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

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

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

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

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

## VII. MEETINGS

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

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

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

## VIII. POWERS, RIGHTS AND DUTIES OF LID

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

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

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

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

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

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

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

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

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

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

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

## IX.

### FINANCIAL MATTERS

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

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

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

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

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

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

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

## X.

### WITHDRAWAL AND DISSOLUTION

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

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

## XI.

### MEDIATION OF DISPUTES

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

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

## XII.

### LIABILITY

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

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

## XIII.

### MISCELANEOUS

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

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

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

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

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

EXECUTED as of \_\_\_\_\_, 2014.

CITY OF GREENWOOD, MINNESOTA

By \_\_\_\_\_  
Name \_\_\_\_\_, Mayor  
Attest \_\_\_\_\_  
Name \_\_\_\_\_, City Clerk

EXECUTED as of \_\_\_\_\_, 2014.

CITY OF EXCELSIOR, MINNESOTA

By \_\_\_\_\_  
Name \_\_\_\_\_, Mayor  
Attest \_\_\_\_\_  
Name \_\_\_\_\_, Manager Clerk

APPROVED AS TO FORM:  
MINNESOTA DEPARTMENT  
OF NATURAL RESOURCES

By \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_  
Date \_\_\_\_\_



Agenda Number: **6B**

Agenda Date: 01-07-15

Prepared by Deb Kind

**Agenda Item:** 1st Reading: Ordinance 241 Establishing Regulations for Recreational Fire Ordinance

**Summary:** Currently Excelsior, Shorewood, and Tonka Bay require an annual recreational fire permit through the Excelsior Fire District (EFD). Deephaven and Greenwood do not require an annual recreational fire permit. However, Deephaven does have rules regarding recreational fires. They just do not require a permit. Chief Gerber said that the EFD does not charge a fee for the permit and would like Greenwood to consider amending our ordinance to require a recreational fire permit. The city council discussed this topic at the 12-03-14 meeting and decided to move forward with an ordinance that establishes regulations for recreational fires, but does not require a permit (what Deephaven does).

For the council's reference, chapter 12 of the city code book includes the following definition:

Recreational Fires means wood-burning fireplaces and open fires used for outdoor food preparation or other recreational uses.

For the council's reference, section 475.05 of the city code book says:

**Section 475.05. Open Burning Prohibited.**

From and after the effective date of this ordinance, except as herein otherwise provided, open burning shall be prohibited within the corporate limits of this municipality.

Attached is the draft of the new recreational fire ordinance for the council's consideration. Strikeout text indicates text that is to be removed. Underlined text indicates text that is to be added. The draft ordinance is based on Deephaven's recreational fire ordinance. The draft ordinance was sent to the city attorney and Chief Gerber for their review.

**Ordinance Timeline:**

- 01-07-15 City council considers the 1st reading of the ordinance.
- 02-04-15 City council considers the 2nd reading of the ordinance.
- 02-05-15 Ordinance submitted to Sun-Sailor (if approved).
- 02-12-15 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 241 that amends section 475.10 to establish regulations for recreational fires.
2. Do nothing or other motion ???

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

**AN ORDINANCE OF THE CITY OF GREENWOOD, MINNESOTA  
AMENDING GREENWOOD ORDINANCE CODE SECTION 475.10  
TO ESTABLISH REGULATIONS FOR RECREATIONAL FIRES**

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

SECTION 1.

Greenwood ordinance code section 475.10 is amended to read as follows:

**“Section 475.10. Exemptions from Open Burning Prohibitions.**

Subd. 1. Open burning of the types and subject to the conditions set forth in ~~the subdivision that follows~~ subdivisions 2 and 3 below, shall be exempt from the prohibition of section 475.05 of this ordinance.

Subd. 2. Recreational fires shall only be permitted under the below conditions. Any violations of the recreational fire conditions listed shall be a misdemeanor.

1. A recreational fire fuel area (logs, branches, etc) shall have a total area of 3 feet or less in diameter and 3 feet or less in height.
2. Recreational fires shall be contained within a fire ring, pit, container, or device designed for such use.
3. The area within a 5-foot radius of the recreational fire shall be reasonably clear of all combustibles.
4. Recreational fires shall not be conducted within 25 feet of a neighboring dwelling or garage.
5. The fire shall be under the immediate supervision of the resident or his / her authorized adult representative.
6. Buckets, shovels, garden hose, or a fire extinguisher shall be readily available for use at recreational fires.
7. The prevailing wind at the time of the recreational fire shall be away from nearby residences and must be less than 15mph.
8. No flammable or combustible liquids shall be used to kindle or rekindle a recreational fire.
9. Only clean material can be burned as part of a recreational fire. Demolition debris, industrial solid waste, hazardous materials, oil, rubber, plastic, railroad ties, shingles, tarpaper, insulation, composition boards, sheetrock, wiring, painted materials, paint filters, garbage, chemically-treated wood, or other materials that would give off a toxic smoke irritant to nearby residents are prohibited material.
10. The hours that recreational fires shall be extinguished are between 12midnight to 8am.
11. Fires must be fully extinguished when unattended.
12. Recreational fires can be cancelled or terminated at the discretion of the police or fire department if a complaint has been received from a nearby resident concerning the smoke, irritants, or a medical condition that is aggravated by the residential fire.
13. No brush, tree limbs under 2 inches in diameter, leaves, grass, compost, or other yard waste shall be burned. No rubbish can be burned at any time.
14. Recreational fires are prohibited when the fire danger level is at or above VERY HIGH. Current fire danger levels can be found at the Minnesota Department of Natural Resources website at [www.dnr.state.mn.us](http://www.dnr.state.mn.us).

Subd. 3. Fires under managed supervision, for which a burning permit has been obtained from the city, and, where required by state law from the Pollution Control Agency, but limited to the following:

- a) Fires purposely set for the instruction and training of public and industrial fire-fighting personnel.
- b) Fires set for the elimination of a fire hazard that cannot be abated by any other practicable means.
- c) Fires purposely set for forest or game management and in accordance with the practices recommended by the Minnesota Department of Conservation, the Minnesota Department of Agriculture and the United States Forest Service.
- d) The burning of trees, brush, grass and other vegetable matter in the clearing of land, the maintenance of street, road and highway right-of-way, and in accepted agricultural land management practices.

Subd. 4. Exemption to conduct fires under this section does not excuse the person from the consequences and damages or injuries which may result therefrom; nor does it exempt any person from regulations promulgated by the Minnesota Pollution Control Agency or any other governmental unit exercising jurisdiction in matters of pollution or fire hazard regulation.

Subd. 5. The fee for a burning permit shall be determined by the council from time to time and set forth in chapter 5 of this code book.”

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 \_\_\_\_\_, 2015.

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

CITY OF GREENWOOD

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

Attest: \_\_\_\_\_  
Gus E. Karpas, City Clerk

First reading: \_\_\_\_\_, 2015  
Second reading: \_\_\_\_\_, 2015  
Publication: \_\_\_\_\_, 2015



**Agenda Number: 7A**

**Agenda Date: 01-07-15**

*Prepared by Deb Kind*

**Agenda Item:** Discuss Excelsior's Letter Regarding the Southshore Center

**Summary:** The Southshore Center (SSC) is a community center located near Shorewood City Hall that was built in 1996 with funds from the cities of Excelsior, Deephaven, Greenwood, Tonka Bay, and Shorewood (the owner cities), in addition to funds from the Friends of the SSC. The Friends 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 operations. Greenwood has made annual voluntary contributions to the SSC since 2009.

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.

On 01-23-14, the Vantage team presented their research and recommendations.

In February 2014, SSC Advisory Committee members Tonka Bay Councilmember Elli Ansari and Greenwood Mayor Deb Kind developed The Cove 3-year pilot project, which partners with Minnetonka Community Education to see if it is possible to operate the facility at close to break-even. The Cove concept was based on the Vantage students' recommendations.

On 03-05-14, the city of Deephaven sent a letter stating they "would no longer be participating in any efforts relating to the Southshore Center."

In March and April 2014, Elli and Deb presented The Cove concept to the Excelsior, Greenwood, Shorewood, and Tonka Bay city councils. The Excelsior, Greenwood, and Tonka Bay city councils were receptive to The Cove concept.

On 06-03-14, the city of Shorewood sent a letter to the owner cities stating they did not think The Cove concept was viable, that it was 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. The Greenwood council discussed Shorewood's letter at the July 2014 council meeting and decided to send the attached 07-14-14 letter to "withdraw from participation."

On 10-20-14, the city of Shorewood sent another letter asking the owner cities to approve a draft "notice of termination" and sign a "quit-claim deed relinquishing real property interests in the Southshore Center" to the city of Shorewood. The Greenwood council discussed Shorewood's second letter at the 11-05-14 council meeting and decided to resend the 07-14-14 letter along with Greenwood's 2014 voluntary contribution check in the amount of \$1200.

On 12-16-14, the city of Excelsior sent the attached letter suggesting that the "Shorewood Option" listed in paragraph 6(a) of the 1996 agreement is the best way forward and also suggesting that the mayors of the 5 owner cities meet to discuss the issue with the goal of bringing back a recommendation to their respective city councils. For the council's reference, a copy of the 1996 cooperative agreement is attached. The city council will discuss Excelsior's letter at the 01-07-15 council meeting.

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

1. I move the city council authorizes Mayor Kind to participate in discussions with the other Southshore Center owner city mayors with the goal to bring back a recommendation to the owner city councils.
2. Do nothing or other motion ???

COOPERATIVE AGREEMENT  
FOR THE  
SOUTHSHORE SENIOR/COMMUNITY CENTER

THIS COOPERATIVE AGREEMENT FOR THE SOUTHSHORE SENIOR/COMMUNITY CENTER is made on this 4 day of March, 1996, by and among the City of Deephaven, a Minnesota municipal corporation (Deephaven), the City of Excelsior, a Minnesota municipal corporation (Excelsior), the City of Greenwood, a Minnesota municipal corporation (Greenwood), the City of Shorewood, a Minnesota municipal corporation (Shorewood), and the City of Tonka Bay, a Minnesota municipal corporation (Tonka Bay), (hereinafter collectively referred to as "Cities").

RECITALS:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CITY OF DEEPAVEN

Dated: 3/4/96

By: (Andrea) Q. Langley  
Its: City Clerk Treasurer

By: [Signature]  
Its: Mayor

CITY OF EXCELSIOR

Dated: 2/28/96

By: Carl Fieser  
Its: City Manager

By: [Signature]  
Its: Mayor

CITY OF GREENWOOD

Dated: 2/28/96

By: Sandra L. Langley  
Its: City (Clerk) Administrator

By: [Signature]  
Its: Mayor

CITY OF SHOREWOOD

Dated: 2/28/96

By: James C. Hurm  
Its: City (Clerk) Administrator

By: Robert B. Bede  
Its: Mayor

CITY OF TONKA BAY

Dated: 2/28/96

By: [Signature]  
Its: City (Clerk) Administrator

By: [Signature]  
Its: Mayor

## EXHIBIT A

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

**COOPERATIVE AGREEMENT  
EXHIBIT B**

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

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

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

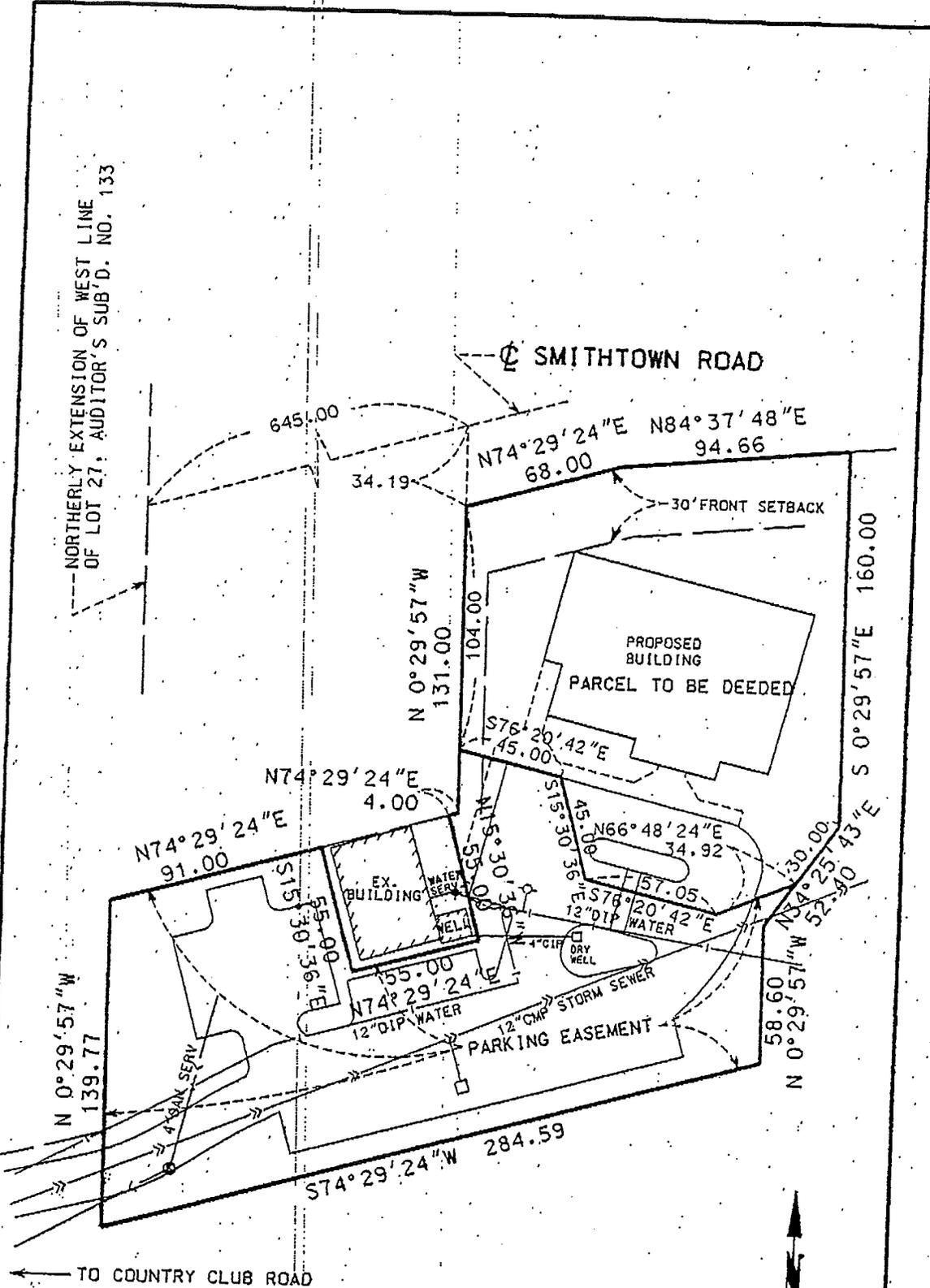
Said parcel contains 26,000 square feet more or less.

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

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

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

Contains 31,452 square feet more or less.



NORTHERLY EXTENSION OF WEST LINE OF LOT 27; AUDITOR'S SUB'D. NO. 133

SMITHTOWN ROAD

PROPOSED BUILDING  
PARCEL TO BE DEEDED

EX. BUILDING

TO COUNTRY CLUB ROAD

I HEREBY CERTIFY THAT THIS SURVEY, PLAN, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A FULLY REGISTERED LAND SURVEYOR UNDER THE LAWS OF THE STATE OF MINNESOTA.  
*Edward Ames* 9/22/95  
Dr. EDWARD AMES REG. NO. 11264 DATE

SCALE: 1" = 50 FEET

Drawn By:  
K.J.M.  
Date:  
REV.  
09/22/95  
09/21/95

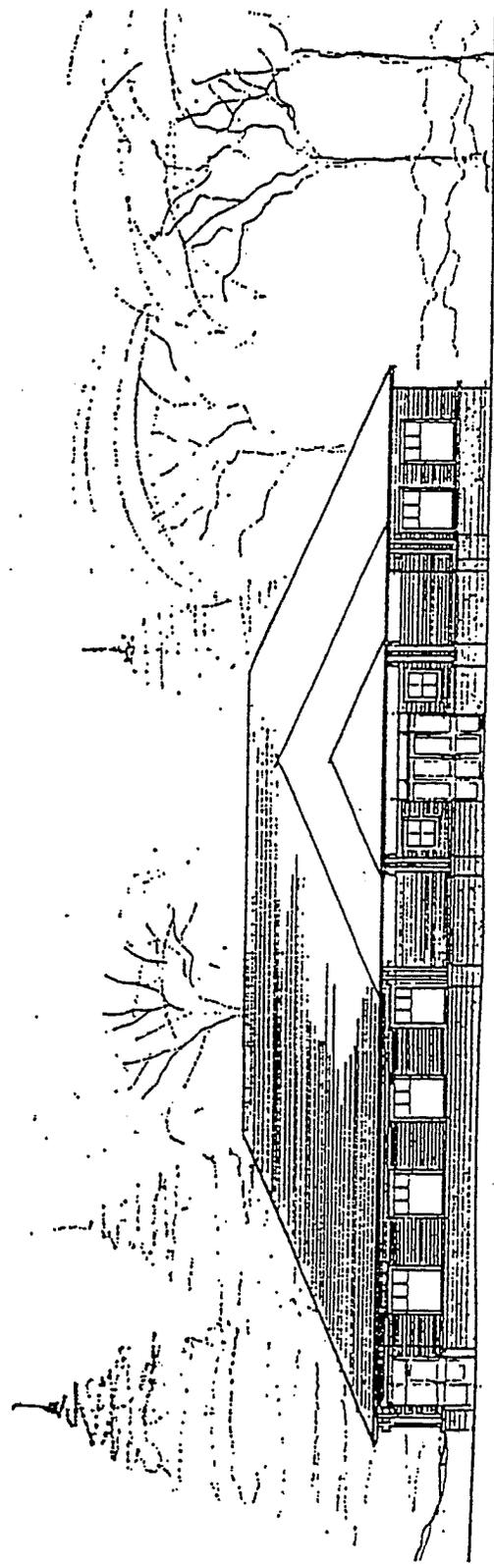
**OSM** Orr Schelen Mayerson & Associates, Inc.  
Engineers • Architects • Planners • Surveyors  
300 Park Place East • 5775 Vauxhall Boulevard  
Minneapolis, MN 55416-1228 • 812-593-5775

Drawing Title  
**EXHIBIT**  
**SHOREWOOD, MINNESOTA**

Comm. No.  
5572.00  
Sheet No.

**Thank You for your support!**

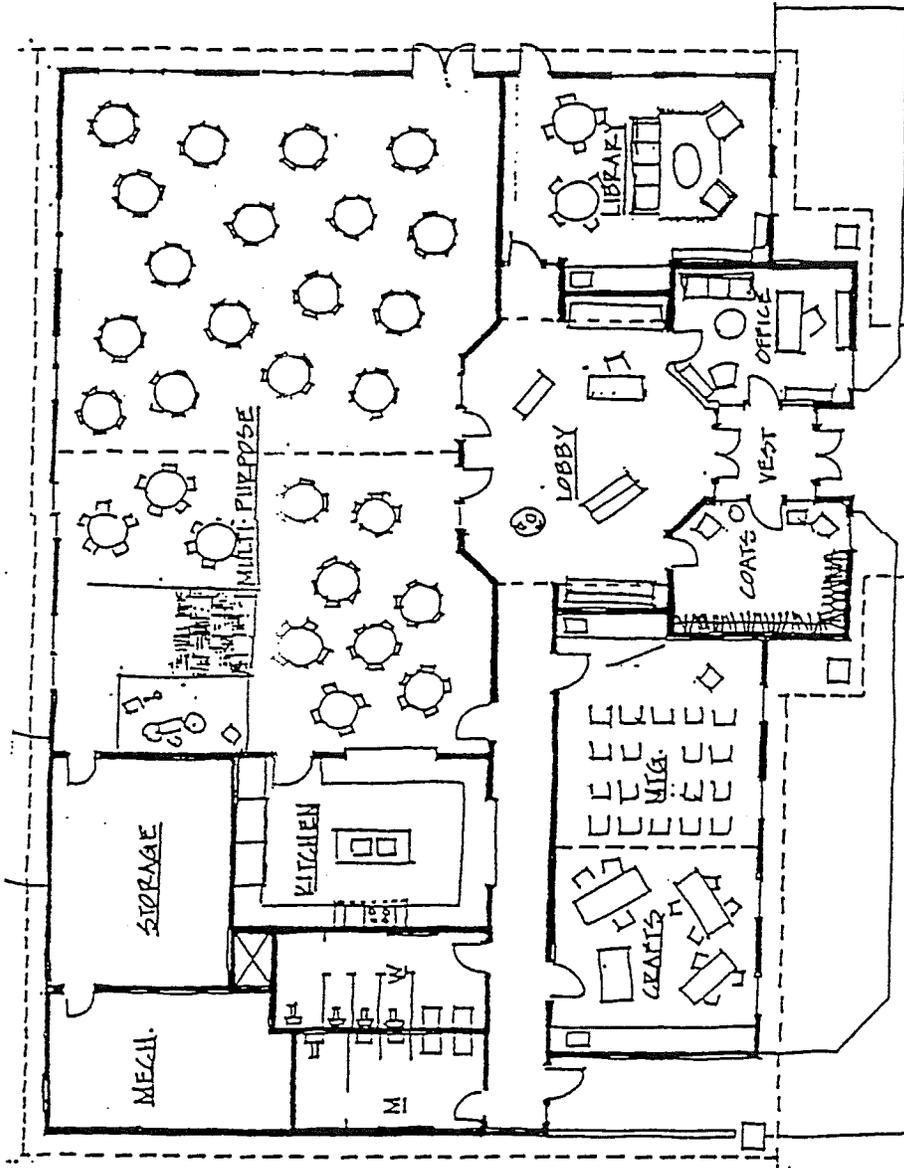
EXHIBIT C



PROPOSED SOUTHSHORE SENIOR COMMUNITY CENTER



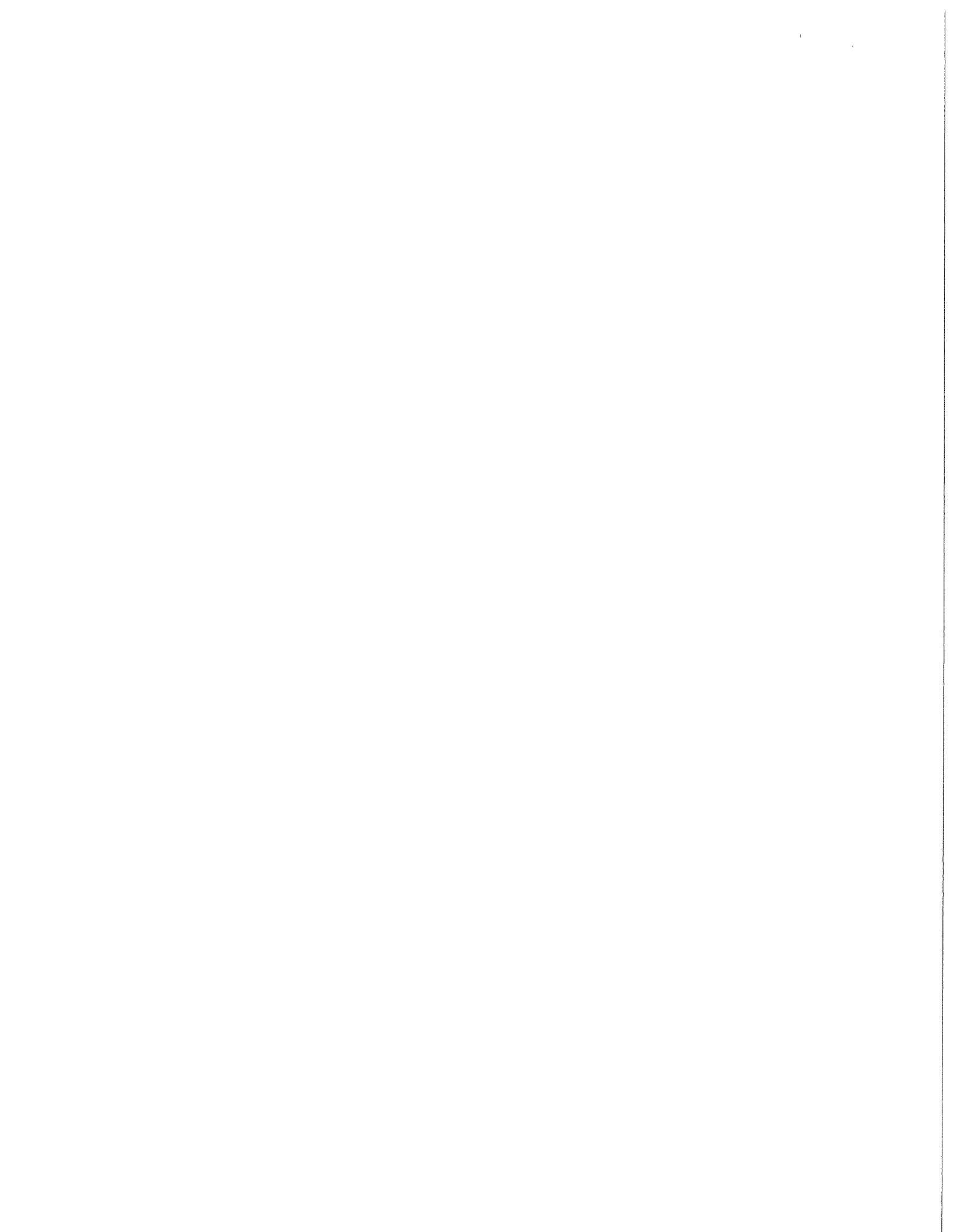
# **Southshore Senior Center Task Force**



PROPOSED SOUTHSHORE SENIOR COMMUNITY CENTER



EOS  
ARCHITECTURE





Date: July 14, 2014

To: Southshore Center Founding City Councils of Excelsior, Deephaven, Shorewood, Tonka Bay

From: Greenwood City Council

RE: RESPONSE TO JUNE 3, 2014 SHOREWOOD LETTER

The city of Greenwood received the June 3, 2014 letter from the city of Shorewood requesting the Southshore Center (SSC) Founding Cities respond regarding interest to "continue in an ownership position."

We are disappointed that Shorewood is not interested in either pursuing or further discussing The Cove concept for the SSC. However, since the SSC is located in and supported by Shorewood, we believe it is important for Shorewood to take a leadership role with any new direction for the SSC. Since we disagree on the best direction for the SSC, we believe the best course is for Greenwood to withdraw from participation.

In accordance with paragraph 6 of the 1996 Cooperative Agreement for the Southshore Senior / Community Center, the city of Greenwood:

- Will no longer participate in sharing costs for operations, capital improvements, and decisions relating to the Southshore Center effective August 13, 2014.
- Will continue to have undivided ownership interest in the Southshore Center.

The city of Greenwood would be open to discussing an amendment to the Cooperative Agreement in which Greenwood may give up its ownership interest in the SSC while maintaining access for Greenwood residents. However, before entering into such an agreement we would need information regarding the intended plans for the future of the SSC.

We recognize the desire by Shorewood to move in their own direction, but we also believe that it is important to protect the interests of Greenwood residents in the facility that Greenwood helped establish and has consistently supported with time, money, and energy.

If you have any questions, please contact Mayor Deb Kind 952.401.9181, [dkind100@gmail.com](mailto:dkind100@gmail.com).



# CITY OF EXCELSIOR

339 THIRD STREET  
EXCELSIOR, MINNESOTA 55331  
TEL: 952-474-5233  
FAX: 952-474-6300

December 16, 2014

Mayor Scott Zerby  
City of Shorewood  
5755 Country Club Rd  
Shorewood, MN 55331

Dear Mayor Zerby:

I am writing on behalf of the Excelsior City Council in response to your letters of June 3, and October 20, 2014, regarding the future of the Southshore Center. The Excelsior City Council appreciates your efforts to clarify the commitment of each of the member cities to continuing operations of the Southshore Center. Although Excelsior has been supportive of the Center over the years, we have concluded that the continuing financial commitment necessary to sustain the Center is too great.

We understand that Shorewood is committed to moving forward as the operator of the Center and needs to know which of the member cities shares that commitment. You have suggested that those cities not willing to commit to future financial support of the Center formally withdraw from the Joint Powers Agreement (JPA). I have spoken with the Mayors of Deephaven, Greenwood, and Tonka Bay and understand that each of those cities, like Excelsior, has concluded that continuing financial support of the Center is not sustainable. Each is also willing to let Shorewood continue to operate the Center as it sees fit, provided the equity investment they have made is protected. We all think, however, that the Shorewood option described in paragraph 6 of the JPA is a better way to accomplish that objective than withdrawing from the JPA.

I suggest the Mayors of the five member cities meet to discuss this issue with the goal of developing a strategy for moving forward that each Mayor could recommend to his or her Council. Please contact me at your convenience to discuss this issue further.

Sincerely,

A handwritten signature in cursive script that reads "Mark Gaylord".

Mark Gaylord  
Mayor, City of Excelsior

cc: Mayors of Deephaven, Greenwood, and Tonka Bay



**Agenda Number: 7B**

**Agenda Date: 01-07-15**

*Prepared by Deb Kind*

**Agenda Item:** Consider League of MN Cities Insurance Coverage for Volunteers

**Summary:** At the December 2014 council meeting, Councilman Fletcher suggested the council consider purchasing insurance coverage for volunteers. Attached are related documents. The council will discuss this topic further at the 01-07-15 city council meeting.

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

1. I move the city council authorizes city staff to purchase League of Minnesota Cities Insurance Trust volunteer coverage to be effective as soon as possible.
2. Do nothing or other motion ???

**From:** Carl Bennetsen [carl@northerncapital-mn.com](mailto:carl@northerncapital-mn.com)   
**Subject:** Greenwood: Volunteer Accident Plan quote  
**Date:** December 1, 2014 at 3:02 PM  
**To:** [dkind100@gmail.com](mailto:dkind100@gmail.com), [tfletcher@aexcom.com](mailto:tfletcher@aexcom.com)  
**Cc:** Ron Youngdahl (REMOTE) [rly@ronyoungdahl.com](mailto:rly@ronyoungdahl.com), Kristy Hagner [kristyhagner@northerncapital-mn.com](mailto:kristyhagner@northerncapital-mn.com)

---

Deb and Tom,

See the attached Volunteer Accident Coverage quote per your request. Also attached is an article LMCIT Workers' Compensation Coverage Guide with a section "(2) Optional volunteer accident coverage".

The quote is from 12/01/2014 to 6/16/2015 with Basic Coverage (No Medical) Premium \$46.00 and an additional Optional Medical Premium \$21.00. The Volunteer Accident coverage if chosen would then be renewed for 6/16/2015 to 6/16/2016 for an annual premium of \$75.00 for the Basic Coverage (No Medical) and an additional \$34.00 for the Optional Medical coverage.

The reason the initial coverage will be renewed 6/16/2015 is to correspond to the renewal date of your City's Workers' Compensation coverage.

Please let me know whether or not the Council passes a resolution to purchase this coverage.

Do you need anything else?

Thanks,  
Carl Bennetsen  
Public Entity Accounts Manager  
Northern Capital Insurance  
Tel: 952-996-8864  
[carlbennetsen@northerncapital-mn.com](mailto:carlbennetsen@northerncapital-mn.com)

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**From:** Meyer, Barb [<mailto:bmeyer@lmc.org>]  
**Sent:** Monday, December 01, 2014 2:27 PM  
**To:** Carl Bennetsen  
**Subject:** Volunteer Accident Plan quote

Carl,

Here is a quote for the volunteer accident plan. I pro-rated the quote using December 1<sup>st</sup> as the effective date. The 2015 premium for a full year will be \$75.00 for the Basic and an additional \$34.00 for the Optional Medical Benefit.

The city had this coverage back in 2007.

Let me know if you have any questions.

Thanks,  
Barb

**Barb Meyer** | Underwriting Technician  
Tel: (651) 215-4173 | Fax: (651) 281-1298  
[bmeyer@lmc.org](mailto:bmeyer@lmc.org) | [www.lmc.org](http://www.lmc.org)  
League of Minnesota Cities  
145 University Ave. West | St. Paul, MN 55103

**League of Minnesota Cities Insurance Trust**  
**Group Self-Insured Accident Plan for Volunteers**  
**145 University Avenue West**  
**St. Paul, MN 55103-2044**

**ACCIDENT PLAN FOR CITY VOLUNTEERS RENEWAL QUOTE**

The "City"  
 GREENWOOD, CITY OF  
 20225 COTTAGEWOOD ROAD  
 EXCELSIOR MN 55331-6700

Agreement No.: VL00098004  
 Agreement Period From: 12/01/2014  
 To: 6/16/2015

This is the renewal quotation for the Group Self-Insured Accident Plan for City Volunteers. The renewal quote is based on your expiring coverage; please note that the current accident plan is expanded to include coverage for members of advisory boards and committees. If you desire to continue coverage; please sign and date and return to LMCIT.

Accident Plan For City Volunteers (includes coverage for members of advisory boards and committees)

<input checked="" type="checkbox"/> <b>Basic Coverage (No Medical)</b>	<b>Premium</b>	\$ 46.00
<input checked="" type="checkbox"/> <b>Optional Medical</b>	<b>Premium</b>	\$ 21.00
	<b>Total</b>	\$ 67.00

Accident Plan For All Members of Advisory Boards and Committees Only (no coverage for other city volunteers)

<input type="checkbox"/> <b>Basic Coverage (No Medical)</b>	<b>Premium</b>	\$ _____
<input type="checkbox"/> <b>Optional Medical</b>	<b>Premium</b>	\$ _____
	<b>Total</b>	\$ _____

If you have any questions, please review the Risk Management Memo on the LMCIT website entitled Accident Coverage for City Volunteers or contact Barb Meyer at 651-215-4173 or Liam Biever at 651-281-1212. If you need to make a change, see the List of Coverage Options for Accident Coverage for City Volunteers located on the next page.

---

Signature \_\_\_\_\_ Title \_\_\_\_\_

---

Date \_\_\_\_\_

Agent: 00790 - 411938086  
 NCI-BIB LLC  
 NORTHERN CAPITAL INSURANCE GRP  
 8200 HIGHWOOD DR  
 PO BOX 9396  
 MINNEAPOLIS MN 55440-9396

## List of Coverage Options for Accident Coverage for City Volunteers

We'd like to change from the Accident Plan for All City Volunteers (includes coverage for members of city advisory boards and committees ) to the Accident Plan for Members of Advisory Boards and Committees Only( no coverage for other city volunteers .Please indicate how many members there are.

---

We'd like to change from the Accident Plan for Members of Advisory Boards and Committees Only ( no coverage for other city volunteers) to the Accident Plan for All City Volunteers (includes coverage for members of city advisory boards and committees)..

---

We'd like to add the additional medical benefit.

We'd like to discontinue the additional medical benefit

No Changes

No Coverage Desired



## INFORMATION MEMO

# LMCIT Workers' Compensation Coverage Guide

*Learn about the workers' compensation statute and the unique coverage features offered by the League of Minnesota Cities Insurance Trust. Understand premium and deductible options. Includes information on filing a workers' compensation claim.*

### RELEVANT LINKS:

For more information contact the LMCIT underwriting department  
651.281.1200  
800.925.1122.

[Minn. Stat. § 176.181.](#)

[Handbook, Chapter 10, Working Conditions for Public Employees.](#)

## I. About the League of Minnesota Cities Insurance Trust (LMCIT)

LMCIT is a cooperative joint-powers organization formed by Minnesota Cities in 1980 as one of the first municipal self-insurance pools in the country. It exists solely to meet the risk management and coverage needs of Minnesota cities and other types of entities. It provides coverage for members' property, liability, workers' compensation, and auto risks.

This Coverage Guide provides a summary of workers' compensation coverage available through the Trust. LMCIT urges members to examine the coverage document for actual wording. In all cases, the coverage document determines coverage, exclusions, and limitations.

## II. Workers' Compensation Coverage

With certain exceptions, all cities must pay workers' compensation benefits to its employees for all injuries from accidents arising out of, and in the course of, city employment. The law is designed to ensure the quick and efficient delivery of benefits to injured workers. The law doesn't require cities to purchase coverage for this purpose, but they should do so, unless the council feels the city is financially able to pay compensation benefits from the city treasury.

In the right circumstance, self-insuring can be an effective way for a city to handle its workers' compensation exposure. For this reason, LMCIT is more than willing to work with a city that is interested in self-insuring and for whom self-insurance is feasible and makes sense.

This material is provided as general information and is not a substitute for legal advice. Consult your attorney for advice concerning specific situations.

## RELEVANT LINKS:

[Minn. Stat. § 176.021, subd. 1.](#)

[Minn. Stat. § 176.011, subd. 16.](#)

[Minn. Stat. § 176.011, subd. 16.](#)

[Minn. Stat. § 176.021, subd. 9.](#)

But a decision to self-insure shouldn't be made lightly. Self-insuring has long-term consequences and carries significant risk with it. A permanently disabling injury could require the city to make weekly benefit payments for as much as 20, 30, or even 40 years. For example, LMCIT is presently making payments on an injury that occurred in 1980. Best current projections is that those payments will continue until about 2015. Because liabilities for workers' compensation injuries can affect the city's finances for many years in the future, it is very important to understand and evaluate carefully the nature and the potential extent of the risks the city is retaining when it decides to self-insure.

### A. Injury definition

Workers' compensation is a "no-fault system." In other words, regardless of who is at fault, an injured employee is covered under the workers' compensation statute. However, not all injuries that occur at work or during work hours are compensable. An injury defined by statute as compensable must have the following three elements:

- The employee must sustain a personal injury or occupational disease.
- The personal injury or occupational disease must arise out of the employment.
- The personal injury or occupational disease must occur in the course of employment.

Non-work related injuries include:

- Idiopathic injuries, which are injuries caused by a personal condition or where there is no known cause for the injury. An example is an employee who has sudden knee pain when getting up from a chair.
- Injuries that occur while participating in voluntary recreational programs such as a city-sponsored picnic. An employee who injures his or her back while playing volleyball is an example of this type of injury. This does not apply if an employee was ordered or assigned to attend.
- Injuries that occur during unpaid lunch breaks where the employer has no supervision or control during breaks. An example is an employee who injures his or her arm while playing flag football.
- Injuries that do not arise out of the employee's employment. An example is an employee who breaks his or her tooth while eating an apple at lunch.

## RELEVANT LINKS:

[Minn. Stat. § 176.135.](#)

[Minn. Stat. § 176.011, subd. 18.](#)

[Minn. Stat. § 176.101.](#)

[Minn. Stat. § 176.111.](#)

[Minn. Stat. § 176.102.](#)

LMC information memo, [Comparing Workers' Compensation Coverage Quotes.](#)

Workers' Compensation and Employer's Liability Coverage Document, Part 3.

[29 C.F.R. § 1910.1030\(f\)\(1\)\(i\).](#)

## B. Benefits

The goal of the workers' compensation statute is to assist an injured employee in quickly obtaining appropriate medical care to help the employee return as close as possible to his or her pre-injury condition. If an employee has sustained an injury covered by workers' compensation, he or she may be entitled to:

- *Medical benefits* come with no cap under the workers' compensation statute, but medical providers are subject to a maximum fee.
- *Indemnity benefits*, or more commonly known as lost time benefits or wage replacement, are based on the individual's actual earning from all employment.
- *Temporary total disability* is paid when an employee is completely disabled from work for a temporary period of time.
- *Temporary partial disability* is paid when an employee receives less than his or her pre-injury wage.
- *Permanent partial disability* is paid when a disability rating is provided by a treating physician.
- *Permanent total disability* is paid when an employee is permanently restricted from employment.
- *Death benefits.*
- *Rehabilitation benefits* may be granted if the employee requests and the employer is in agreement that consultation services of a qualified rehabilitation consultant (QRC) be obtained. If the employee qualifies, rehabilitation services may be provided. Generally, a QRC is required if the employee is not back to work at 90 days from the date of injury.

## C. Unique features of LMCIT's workers' compensation coverage

LMCIT provides the same workers' compensation coverage and benefits as set out by statute. However, it also picks up some risks that statutory workers' compensation coverage doesn't cover.

### 1. Exposure testing

According to Federal and State Occupational Safety and Health Administration (OSHA) requirements, as well as Minnesota statutes, employers are responsible to pay for exposure testing for certain employees if they are exposed to some bloodborne pathogens or infectious diseases.

## RELEVANT LINKS:

LMC information memo,  
[Vaccinations and Infectious  
Disease Testing Coverage.](#)

Workers' Compensation  
and Employer's Liability  
Coverage Document, Part  
2.

[Minn. Stat. § 3.736, subd.  
3.](#)

[Minn. Stat. § 466.04, subd.  
1.](#)

Workers' Compensation  
and Employer's Liability  
Coverage Document,  
General, Section E.

[Longshore and Harbor  
Workers' Compensation  
Act, ch. 18, 33 U.S.C. §§  
901-950 \(2014\).](#)

[Jones Act, 46 U.S.C.A. §  
30104 \(2014\).](#)

[Federal Employers'  
Liability Act, 45 U.S.C.A.  
§§ 51-60 \(2014\).](#)

An employee who is exposed to an infectious disease such as AIDS, hepatitis, tuberculosis, or anthrax but hasn't actually contracted the disease may not have an "injury" for purposes of workers' compensation. Because there is no injury or occupational disease, a standard workers' compensation insurance policy won't pay for diagnostic testing if an individual has been exposed, even though OSHA requires the city to provide that testing.

LMCIT automatically covers this employer responsibility at no additional premium charge. In fact, LMCIT coverage for exposure testing is broader than OSHA or statutory mandates. LMCIT covers the cost to test any city employee who is exposed in the course of his or her employment, not just public safety workers as required by law. The list of bloodborne pathogens and diseases covered by LMCIT is broader than required, and includes exposure testing for meningitis and anthrax exposures.

When an employee has been exposed to an infectious disease, LMCIT also covers the diagnostic testing of the person or persons who were the source of the disease.

## 2. Employer's liability

The workers' compensation statute precludes most tort claims against an employer for injuries to an employee, but there are a few ways such claims can occur. For example, if an employee is injured while operating a piece of equipment, the employee may collect workers' compensation benefits from the city and also decide to sue the equipment manufacturer for injuries that may have been caused by poor product design. The manufacturer in turn sues the employee's supervisor for negligent supervision.

LMCIT covers, under Coverage B, the city's potential tort liability for injuries to an employee. City officers, employees, and volunteers are named as insureds and the limits under Coverage B match the \$1.5 million statutory limit on municipal tort liability.

## 3. Federal laws

LMCIT coverage automatically provides coverage for any liability the city may have under the Longshoremen's and Harborworkers' Act, the Jones Act, or the Federal Employers' Liability Act.

These are federal laws governing an employer's liability for injuries to certain employees. Under some circumstances, a city employee might be entitled to benefits under one of these laws instead of, or in addition to, Minnesota workers' compensation statute.

## RELEVANT LINKS:

Workers' Compensation and Employer's Liability Coverage Document, Part 2.D.

[Minn. Stat. § 176.82.](#)

Workers' Compensation and Employer's Liability Coverage Document, General, Section B.

[Minn. Stat. § 176.011, subd. 9 \(6\).](#)

### **4. Obstructing an employee from seeking benefits**

State law allows an injured employee to sue the city and/or a city officer or employee for damages for coercing or obstructing the employee from seeking workers' compensation benefits. A city with 16 or more employees can also be sued for failing to offer continued "light duty" employment to an injured employee if such employment is available.

LMCIT does not provide coverage for actual damages, but it does pay for defending the city or a city officer or employee on a claim seeking damages under this statute.

### **5. Elected and appointed officials**

Elected and appointed officials are not automatically covered by the workers' compensation statute. However, municipal officers elected or appointed for a regular term of office are considered to be employees for workers' compensation purposes only if the city has passed an ordinance or resolution to that effect.

The statutory provision clearly allows a city to provide workers' compensation benefits for:

- Mayors
- Councilmembers
- Elected clerks
- Elected treasurers

Appointed members of other administrative boards the city creates pursuant to statute also fall under this provision, including boards or committees that exercise some level of independent decision-making authority. Some common examples include:

- Planning commissions
- Utilities commissions
- Park boards
- Hospital or nursing home boards

Some cities may provide specific terms for certain appointed positions such as the assessor, engineer, police chief, and so on. Under a strict reading of the statute, these individuals wouldn't be covered by workers' compensation unless the city passed an ordinance or resolution to add coverage, assuming these individuals are considered "officers" rather than "employees."

**RELEVANT LINKS:**

[Minn. Stat. § 176.011, subd. 9 \(6\).](#)

See [Handbook, Chapter 7](#), Meetings, Motions, Resolutions, and Ordinances, Section IV-C1, Form, content and adoption of ordinances.

[Minn. Stat. § 176.011, subd. 9 \(6\).](#)

**a. Adopting an ordinance or resolution to provide workers' compensation coverage to elected and appointed officials**

The statute requires passing “an ordinance or resolution” to include elected and appointed officials in workers' compensation coverage. Passing an ordinance is likely a better option than passing a resolution. An ordinance is easier to track because it is recorded in the city's ordinance books and council minutes. It is permanent. A resolution is acceptable under the statute, but could pose administrative problems. Resolutions often are recorded only in council minutes, so tracking down a resolution years later can be difficult and time-consuming.

The ordinance (or resolution) should list officers the city intends to cover. Appointed positions with a specific term, such as an assessor or engineer, should be listed as well if the city intends to cover them under workers' compensation. If the city wishes to extend coverage only to the mayor and council, the ordinance or resolution should refer specifically and only to those elected officials. Sample ordinance language for this key provision is:

*Pursuant to Minn. Stat. § 176.011, subd. 9, clause 6—the Minnesota Workers' Compensation Statute—members of the following boards, commissions, and committees are included in the city's workers' compensation coverage:*

- *[Members of the city council]*
- *[Members of the planning commission]*
- *[Other]*
- *[Other]*

Once an ordinance or resolution is adopted, these officers qualify as any other employee for workers' compensation benefits. That means—as with any employee—those officers can receive medical benefits and indemnity benefits. Indemnity, or lost time, benefits are based on the individual's actual earnings from all employment. In other words, benefits are based on the total earnings from the individual's regular employment plus the salary (if any) he or she receives from the city. The annual imputed salary is used only to calculate premiums and doesn't figure into the benefit calculation.

## RELEVANT LINKS:

Barb Meyer  
LMCIT Underwriter  
651.215.4173  
800.925.1122  
[bmeyer@lmc.org](mailto:bmeyer@lmc.org)

[Minn. Stat. § 176.011, subd. 9 \(6\).](#)

Workers' Compensation  
and Employer's Liability  
Coverage Document,  
General, Section B.

It's important to note that workers' compensation benefits are paid only when the individual's injury is the result of his or her city-related activity. There can be many borderline situations in which it is debatable whether elected or appointed officers are conducting official council business on behalf of and at the request of the city. For example, a mayor might be individually asked to attend a meeting of the Chamber of Commerce to discuss and explain city policies or proposals the council is considering. Cities might want to consider adopting an ordinance or resolution that specifies whether the city considers such activities to be within the scope of duties its elected officials are expected to perform.

After the city council passes an ordinance or resolution to cover city officers under workers' compensation, please send a copy of the ordinance or resolution to the LMCIT underwriting department. LMCIT assumes that city officers are not covered unless specifically identified and communicated to LMCIT.

### **b. Adopting an ordinance or resolution to *not* provide workers' compensation coverage to elected and appointed officials**

A city should also pass an ordinance if it chooses not to cover city council members or other board members for workers' compensation.

This step serves as a security measure to ensure the city's intent and decision are clear, since there could be an existing resolution to cover city officers dating back as far as 1967 when the law was first amended to permit this coverage. Adopting an ordinance will make certain the city's intent is clear, and will supersede any resolution that might have been passed. The following sample language is a good starting point:

*The officers of the City of \_\_\_\_\_ elected or appointed for a regular term of office shall not be included in the coverage of the Minnesota Workers' Compensation Statute, pursuant to Minn. Stat. § 176.011, subd. 9, clause 6.*

### **6. Separate boards and commissions**

Agencies that are legally separate from the city, such as the following types of boards and commissions, are not automatically covered by the city's LMCIT workers' compensation coverage:

## RELEVANT LINKS:

Barb Meyer  
LMCIT Underwriter  
651.215.4173  
800.925.1122  
[bmeyer@lmc.org](mailto:bmeyer@lmc.org)

See also Section II.C.7, *City volunteers*.

LMCIT information memo, *Experience Rating in LMCIT's Liability and Workers' Compensation Premiums*.

- Housing and redevelopment authorities
- Economic development authorities
- Port authorities
- Utilities commissions
- Hospital or nursing home boards
- Joint powers boards

Cities should consider whether these agencies will have their own workers' compensation coverage or whether these agencies will be part of the city's workers' compensation coverage. If the city wishes to extend workers' compensation under its own coverage, the city needs to contact its LMCIT underwriter and the agency will be specifically listed as included (for a joint powers board, at least one party must be an LMCIT member in order to extend coverage).

LMCIT's workers' compensation coverage is not available for volunteer members of purely advisory city boards or committees (i.e., those that do not have legal decision-making authority); however, volunteer members of a city advisory board or committee can be covered under LMCIT's volunteer accident coverage, which is an optional coverage available to members.

### **a. Deciding whether boards and commissions should have stand-alone coverage**

In some cases, the city may prefer agencies managed by a separate administrative board or commission have workers' compensation coverage separate from the city for a couple reasons:

- It may be easier to allocate costs between the two budgets.
- Each operation will stand on its own for purposes of LMCIT's experience modification calculation. For example, with separate coverage, losses experienced by employees of the utilities commission won't affect the city's experience modification, and vice versa.

Whether to separate coverage is a decision to be made by the city. A downside to separate coverage is the city may lose some benefit of the volume discount on premiums. A premium discount applies when the total standard premium equals \$5,000 or more.

### **b. Extending coverage to officers of boards and commissions**

In addition to the city determining whether these agencies should be covered under the city's coverage or separately, each individual agency also needs to determine whether the officers that are elected or appointed to a board or commission will be covered under workers' compensation.

## RELEVANT LINKS:

[Minn. Stat. § 176.011, subd. 9 \(6\).](#)

See also Section II.C.5, *Elected and appointed officials*.

Workers' Compensation and Employer's Liability Coverage Document, General, Section B.

See also Section II.C.5, *Elected and appointed officials*.

[Minn. Stat. § 176.011, subd. 9.](#)

See also Section II.C.8, *City firefighters*.

[Minn. Stat. § 12.22, subd 2a.](#)

[Minn. Stat. § 176.011, subd. 9.](#)

Elected and appointed officials are not automatically covered by the workers' compensation statute. However, Minnesota statutes allow the extension of workers' compensation coverage to these officials, but only if the agency has passed an ordinance or resolution to that effect. Because these types of agencies are separate legal entities, the decision about covering officers rests with the agency, even if the agency is included under the city's workers' compensation coverage.

## 7. City volunteers

City volunteers deliver a range of city services, providing a valuable benefit to cities. It's worthwhile to consider what happens when a volunteer is injured. There are various statutory coverages for certain volunteers and optional protection through LMCIT that cities can elect to protect volunteers.

### a. Emergency volunteers

The following types of volunteers are defined by statute as "employees" for purposes of workers' compensation. LMCIT automatically includes these volunteers under the city's workers' compensation coverage:

- Volunteer firefighters
- Volunteer ambulance attendants
- Volunteer first responders
- Law enforcement assistance volunteers
- Emergency management volunteers
- Disaster assistance volunteers
- Civil defense volunteers

These volunteers are entitled to receive workers' compensation benefits if they are injured while performing volunteer services for the city, as long as they are registered with and work at the direction and control of the city. (If they are organized independently of a city and aren't an employee for purposes of workers' compensation, they would not be entitled to benefits.) If an emergency volunteer sustains an injury that disables them from working, in most cases workers' compensation benefits will be based on the wage of paid employees performing similar services.

## RELEVANT LINKS:

[Minn. Stat. § 3.739, subd. 3.](#)

[Minn. Stat. § 176.041, subd. 1.](#)

See also Section II.C.5, *Elected and appointed officials.*

See also Section II.C.6, *Separate boards and commissions.*

See also Section II.C.7.a, *Emergency volunteers.*

See also Section II.C.7.b, *Inmates on work release.*

### **b. Inmates on work release**

Inmates of state, regional, or local correctional facilities or county jails may be conditionally released and ordered to perform compensated or uncompensated work for various types of agencies. If an inmate is injured or causes damage in the course of his or her work, cities are precluded from being sued. Claims of \$500 or less are submitted to the State Department of Corrections. Claims over \$500 are submitted to the Legislature.

### **c. Other types of volunteers**

Volunteers—other than elected and appointed officials, board and commission members with some level of independent decision-making authority, emergency volunteers, and inmates on work release—are not deemed “employees” and therefore not covered by workers’ compensation. LMCIT offers premises medical coverage and volunteer accident coverage to cities that wish to protect other types of volunteers performing volunteer work in the city.

#### **(1) Optional premises medical coverage**

Cities have the option to purchase premises medical coverage as part of their municipal liability coverage. It provides \$1,000 in coverage for medical expenses resulting from an injury caused by a condition on city owned property. This is no-fault coverage, which means the injured person receives the benefit without having to show the injury resulted from the city’s negligence.

In some circumstances, the premises medical coverage might apply to an injured volunteer’s medical costs. Exclusions in the premises medical coverage, however, will rule out many cases of coverage. For example, commonly excluded are injuries that occur while a person is involved in maintenance or alteration of property or while participating in athletics.

#### **(2) Optional volunteer accident coverage**

Cities also have the option to purchase accident coverage for other types of volunteers. This coverage automatically covers on a blanket basis almost all city volunteers who work under the city’s direction and control. Volunteers that can be covered include:

## RELEVANT LINKS:

See also Section II.C.2,  
*Employer's liability.*

[Minn. Stat. § 176.165.](#)

- Coaches and instructors in recreation programs.
- Volunteers working on a city sponsored festival or celebration.
- Volunteers working on city construction and demolition projects.
- “Clean-up day” volunteers.
- Volunteer members of advisory boards or committees that do not exercise independent decision-making authority.

Coverage protects city volunteers on a no-fault basis. Benefits automatically are payable if the injury occurs while the volunteer is performing services for the city, regardless of fault. In addition to protecting volunteers with injuries not caused by the city’s negligence, these benefits can help avoid litigation in cases where the city, a city officer, employee, or other volunteer, is or may be at fault. The injured volunteer can receive these benefits without getting into an adversarial situation against the city.

### **(a) Benefits**

Accident coverage for volunteers provides protection for people donating their time and effort to city projects. If the volunteer’s injuries exceeds the benefits paid under this coverage and the injury was due to city negligence, the volunteer would still be able to make a tort claim against the city for those excess damages.

### **(i) Disability benefit**

Coverage includes short-term disability protection. A volunteer who is unable to engage in the activities of his or her normal occupation because of an injury suffered while performing volunteer services for the city receives a disability benefit of \$400 per week for up to 26 weeks.

### **(ii) Impairment benefit**

Coverage includes a lump sum “impairment” benefit for any total or partial permanent disability. If a volunteer suffers a permanent impairment or disability as a result of an injury suffered while performing volunteer services for the city, the volunteer will receive a lump sum payment as compensation for that impairment. Payments are based on the percentage of disability, which is determined in the same manner used for impairment compensation under the workers’ compensation statute.

### **(iii) Death benefit**

If a volunteer dies as a result of an injury suffered while performing volunteer services for the city, a death benefit of \$100,000 is paid to the volunteer’s survivors or estate.

**RELEVANT LINKS:**

[Accident Plan for City Volunteers Application for Coverage.](#)

Workers' Compensation and Employer's Liability Coverage Document, General, Section B.

See also Section II.C.7.a, *Emergency volunteers.*

[Minn. Stat. § 176.011, subd. 9 \(3\).](#)

**(iv) Optional benefit**

The city can add optional coverage of as much as \$1,000 for medical costs. This limited medical coverage is intended to pick up relatively minor first aid costs. On more serious injuries, it could also be applied to the costs that the individual would otherwise have to bear under their own health coverage's deductible or co-pay provisions.

**(b) Costs for volunteer accident coverage**

Premiums for volunteer accident coverage are based upon the city's population, which is subject to a minimum and maximum premium. The additional cost to add optional medical coverage is a percentage of the city's basic premium. Cities have the option to cover only volunteer board and committee members, and not all other city volunteers. There is a per volunteer board or committee member charge for this option.

**(c) Application for volunteer accident coverage**

To obtain a quote, complete the application at left and return to LMCIT.

**8. Firefighters**

In general, workers' compensation for firefighters is the same as workers' compensation for other employees. However, there are some special provisions concerning how lost wage benefits are calculated for volunteer firefighters, and there are also provisions specifying that certain diseases are presumed to be job-related for all firefighters. There are also some special issues that arise with regard to when a firefighter is considered to be on duty for workers' compensation purposes when responding to a fire or other emergency call. Finally, LMCIT's workers' compensation premium rating system has some unique features that reflect the unique aspects of workers' compensation for firefighters.

**a. Firefighter definition**

Firefighters in Minnesota may be employees or volunteers for a city. Volunteer firefighters are defined by statute as "employees" for purposes of workers' compensation and are entitled to receive workers' compensation benefits if they are injured while performing volunteer services for the city as long as they are registered with and work at the direction and control of the city. LMCIT automatically includes volunteer firefighters, as well as fire relief associations, under the city's workers' compensation coverage and does not charge an additional premium for this exposure.

## RELEVANT LINKS:

See also Section II.A,  
*Injury definition.*

[Minn. Stat. § 176.021,  
subd. 9](#)

[Minn. Stat. § 176.011,  
subd. 9 \(9\).](#)

### **b. When coverage applies**

Injuries sustained while a firefighter is engaged in firefighter activities is covered by workers' compensation. A firefighter is also covered from the time they respond to a fire alarm, a pager, or other device until the time they return home. Travel from home to the fire hall and directly home again is covered in a fire call or other emergency situation. In contrast, travel from home to a firefighter meeting, fire drill, or other type of training is not covered.

If a firefighter does not go straight home from the fire hall after responding to a fire call or other emergency, the scope of employment ends at the fire hall. For example, if the firefighter went to a bar instead of going home, it would be considered a "detour and frolic." Injuries sustained during a "detour and frolic" are not covered by workers' compensation. A "detour and frolic" is not within the scope of employment.

It's also important to note that Minnesota statute excludes workers' compensation coverage for injuries sustained while an employee is participating in voluntary recreational programs sponsored by an employer such as health promotion programs, athletic events, parties, and picnics. This rule applies to all employees, not just firefighters. The courts have denied workers' compensation coverage of injuries that firefighters sustained while playing employer-sponsored softball games or while voluntarily attending employer-sponsored picnics or dinners. The exception to this rule is if an employer requires its firefighters to attend these activities—a compensable injury would be covered.

### **c. Indemnity benefits for volunteer firefighters**

A volunteer firefighter who is unable to engage in the activities of his or her normal occupation because of an injury suffered while performing volunteer services for the city may be entitled to indemnity benefits, more commonly known as lost time benefits or wage replacement. Following is a summary of how indemnity benefits are calculated for a volunteer firefighter:

- For volunteer firefighters who receive only an "expense reimbursement" payment from the city, lost wage benefits are based on the greater of either their normal earnings from regular employment, or an imputed full-time firefighter wage.
- For volunteer firefighters who receive a "wage" payment from the city, benefits are based on the total of that wage plus the firefighter's regular employment earnings. The firefighter may also have the right to choose instead to base benefits on an imputed full-time firefighter wage if that would result in a higher benefit.

**RELEVANT LINKS:**

[Minn. Stat. § 176.011, subd. 15.](#)

[Minn. Stat. § 176.021, subd. 1.](#)

[Minn. Stat. § 176.011, subd. 15\(b\).](#)

**d. Benefits for heart and lung diseases**

The workers' compensation statute establishes statutory presumptions for certain heart and lung diseases such as the following. If a firefighter contracts one of these diseases, the disease is presumed job-related if certain conditions are met:

- Myocarditis
- Coronary sclerosis
- Pneumonia
- Many types of cancer
- Infectious diseases (e.g., AIDS or hepatitis)

It is important to understand this does not mean a firefighter is automatically entitled to workers' compensation benefits if they contract one of these diseases.

First, under normal circumstances, a person who claims a disease is job-related has the burden of proving that his or her job caused the disease in order to qualify for workers' compensation benefits. Under the statutory presumption for firefighters that contract heart and/or lung diseases, the employer must bear the burden of proof to show the disease was *not* work-related. In other words, the diseases will be treated as job-related unless the employer can show they resulted from other causes. For example, in the case of a heart attack, the employer might try to show the employee was overweight, a heavy smoker, had high blood pressure and cholesterol and that these conditions, rather than the work of a firefighter, were the cause of the heart attack.

Second, certain conditions, as outlined below, must be met before these presumptions come into play.

**(1) Heart and lung disease**

In order for a heart or lung disease to be presumed job-related, the employee must have had a physical examination at the time he or she was first employed, and a written report of that examination showing that the employee was free of the disease. This report must have been filed with the fire department. (Police officers also qualify for this presumption.)

## RELEVANT LINKS:

[Minn. Stat. § 176.011, subd. 15\(c\).](#)

[Minn. Stat. § 176.011, subd. 15\(b\).](#)

See also Section II.C.8.d, *Benefits for heart and lung diseases.*

### **(2) Cancer**

For firefighters who entered service before Aug. 1, 1988, a prior examination is not required to be entitled to the cancer presumption. However, if the firefighter entered service before Aug. 1, 1988, and was examined prior to employment, and the exam showed evidence of cancer, that cancer is not presumed to be job-related. The law isn't clear on whether a firefighter who entered service on or after Aug. 1, 1988, must have had a physical exam in order to receive the presumption.

### **(3) Infectious diseases**

The presumption that an infectious disease is job-related applies only if the firefighter was exposed to the disease in the course of performing his or her duties. In other words, in order for the firefighter to be entitled to the presumption, there would need to be some evidence the firefighter actually came into contact with a carrier of the disease and that the nature of the contact was such that the disease could have been transmitted. Ordinary diseases of life, to which the general public is equally exposed outside of employment, such as colds and flu, are generally not covered by workers' compensation. Police officers, EMT's, ambulance attendants, and any other employee whose job involves providing emergency medical care outside of a hospital are also covered by this presumption.

### **e. Non-smoker credit for peace officers and firefighters**

If a firefighter or peace officer contracts certain heart and lung diseases, the statute says these diseases are presumed to be job-related if certain conditions are met. Several of the diseases can be related to smoking. If a firefighter or peace officer is a smoker, he or she is more likely than a non-smoker to contract one of these diseases; and if one of these diseases is contracted, there is a good chance it will turn into a workers' compensation claim. The diseases are treated as job-related unless the employer can show they resulted from other causes. If the individual was a smoker, his or her smoking might be one of the pieces of evidence used to rebut the presumption that the disease was job-related, so that workers' compensation benefits would not be payable. But even so, there would likely be substantial legal costs involved to litigate the claim.

In short, a fire department with very few smokers represents a smaller risk of a workers' compensation claim for heart disease, lung disease, or cancer. Any city that can certify that no more than 10 percent of the members of its fire or police department are smokers qualifies for a rate that is 10 percent lower than LMCIT's standard rate for firefighters and peace officers.

## RELEVANT LINKS:

[Instructions and certification of non-smoking status form.](#)

Workers' Compensation and Employer's Liability Coverage Document, Part 6.

LMCIT information memo, *Experience Rating in LMCIT's Liability and Workers' Compensation Premiums.*

To qualify for the credit, the city must obtain written statements from at least 90 percent of the members of each department. The statement must be signed and dated, and must state that the individual does not smoke and has not smoked within the previous six months. These statements, along with a roster of current department members, must be submitted to LMCIT in order to qualify for the credit.

### III. Premium options

Cities can tailor their premium options and deductibles in LMCIT's workers' compensation program.

#### A. Regular premium option

If a city chooses the regular premium option, premium payments are the city's only responsibility or liability. The regular premium option is a "fully insured" option.

The regular premium option first calculates a member city's rates based upon the city's payroll, according to payroll class (rates for volunteer firefighters are based on the population of the area which the fire department serves rather than payroll). The rate is then adjusted by an experience modification factor that reflects the city's previous loss experience to set its premium.

The city's experience modification factor looks at a city's claims from the oldest three years during a four-year period. The most recent year isn't part of the modification because those claims often are not yet mature. Using an experience modification factor is one way LMCIT seeks to maintain fairness in setting premiums.

#### B. Retrospective rating option

Cities can choose a retrospective rating option, which is an alternate method of determining the premium charge for a city. The city's final premium under this option reflects the city's own actual loss experience for the year. With good experience, this option can save the city significant money during the long run. Of course, the city is also subject to possible premium increases if it experiences a lot of injuries or a single big loss. Cities that use retrospective rating—or would like to—should recognize that a strong safety program is an important component of developing good loss experience.

## RELEVANT LINKS:

[Minn. Stat. § 176.129.](#)

### **1. Eligibility**

There are three retrospective rating options available to any city whose standard premiums are \$25,000 or more. The election form is automatically sent with the regular premium quotation to qualifying members. A city can select only one premium option. If a city selects a deductible option or the standard premium option, it cannot select a retrospective rating option.

### **2. How the retrospective rating option works**

The city pays a deposit premium (net of discounts) to LMCIT at the beginning of the agreement period. The timing and amount of this payment are the same whether or not a retrospective rating option is selected. At the end of the agreement year, an audit determines the actual payroll for the period and the resulting net actual premium. If a retrospective rating option is not selected, this becomes the city's final premium.

When a retrospective rating option is selected, the final premium is not known until all claim activity from that agreement period ceases permanently. The final premium reflects the city's own losses and is subject to minimum and maximum limits. The premium amounts are estimated at the beginning of the agreement period, and provided to the city prior to the election of an option. The minimum and maximum premiums are adjusted after the payroll audit is complete, and reflect the net actual premium for the period.

The final premium equals the minimum premium plus actual incurred losses and loss-related expenses, including assessments due to the state Special Compensation Fund. Unlike typical retrospective plans offered by private insurers, LMCIT's retrospective rating formula doesn't use a "loss conversion factor."

The city is billed or refunded the difference between the net deposit premium and the final premium. This is accomplished by annual adjustments.

#### **a. Annual adjustments**

Under the retrospective rating option, final premium amounts are determined based on a city's own losses, which are adjusted throughout the coverage term. The first adjustment is made approximately six months after the expiration of the agreement period, based on the total incurred cost of losses known at that time. Further adjustments are made annually thereafter until all claim activity ceases permanently. This includes activity on claims that reopen and claims for injuries that are filed later for an accident occurring within the retrospective year.

**RELEVANT LINKS:**

These adjustments continue as long as any claims remain open or until the retrospective year is closed. If a closed claim reopens, or if a new claim is filed for an injury from that year, the annual retrospective rating adjustments for that coverage year resume unless the retrospective year has been closed by the city.

**b. Closing past retrospective years**

LMCIT automatically closes retrospective years after 16 years, unless the city specifies that it wants to hold the old retrospective year open. LMCIT does this for ease of administration and to help cities avoid surprises for old claims that reopen. Cities are notified of the automatic closure and the option to hold retrospective years open longer.

Cities also have the option to close out retrospective years sooner. Beginning five years after the first adjustment is made on a retrospective year, cities can close out coverage from previous years. If a city selects this option, no further adjustments are made to the city's premium for the selected year(s), regardless of future changes that may occur in the city's paid or incurred losses.

There is an additional charge to close a retrospective rated year, which varies by age—the longer it is after the coverage year, the lower the charge to close it. Cities may elect to close older years by sending a written request to LMCIT. The request must be made within 60 days following its annual workers' compensation retrospective adjustment invoice letter. A city can choose to close all, some, or none of its retrospective rated policies that are five years old or more.

[Minn. Stat. § 176.129.](#)

Close-Out Charges			
Years*	Charge**	Years*	Charge**
5	29%	11	14%
6	27%	12	10%
7	25%	13	9%
8	22%	14	7%
9	20%	15	5%
10	17%	16	0

\*This is the number of years after the first retrospective adjustment is made for the retro year.

\*\*This is the percentage applied to the city's incurred losses for that year to determine the cost of closing out that year. Special compensation fund assessments are included when calculating incurred losses.

## RELEVANT LINKS:

Barb Meyer  
LMCIT Underwriter  
651.215.4173  
800.925.1122  
[bmeyer@lmc.org](mailto:bmeyer@lmc.org)

LMCIT information memo,  
*Experience Rating in  
LMCIT's Liability and  
Workers' Compensation  
Premiums.*

LMC information memo,  
*Conducting a Job Hazard  
Analysis: A Proactive  
Approach to Safety.*

LMC information memo,  
*Employee Safety Training:  
Building on a Firm  
Foundation.*

To close out a retrospective rating or to learn what your city's close-out charges would be, please contact LMCIT.

### **(1) Advantages of closing past retrospective years**

There are a couple reasons why a city might want to close past retrospective years. First, it eliminates some uncertainty by eliminating the risk the city could incur additional charges because a claim from an old injury has reopened or has turned out to be much more serious than previously expected. Second, it eliminates some accounting and record keeping for the city, since the city will no longer receive annual adjustments on each of those old years.

### **(2) Disadvantages of closing past retrospective years**

One obvious disadvantage is there is a cost to the city to close past retrospective years, at least up until 16 years out. Another potential disadvantage is that closing an old year also eliminates the possibility of receiving money back in a future adjustment in situations where a claim from that year closes for less than the amount for which it was reserved. In addition, if a city already hit the maximum premium on an old retrospective rated year, there's no advantage to the city to close that year out since there's no longer any risk that costs for that year will increase.

### **3. Effect on experience modification factor**

Retrospective rating options do not replace the experience modification factor. The experience modification factor is separate from, and in addition to, any retrospective rating adjustments. Whether or not the city is on a retrospective does not affect the experience modification calculation.

The experience modification factor does adjust the premium to reflect a city's loss experience, but it is done in a calculation using several years' worth of data. Not only is the retrospective rating adjustment a more immediate reaction to loss experience, but it also can potentially offer larger reductions or additions to the premium.

### **4. Loss control**

For cities that choose the retrospective rating option, it is always in the best interest of the city to use LMCIT's safety and loss control services. Reducing losses and creating a safer working environment not only decreases the city's experience modification factor, but it also helps lower the overall rates for all cities. Under the retrospective rating option, this becomes even more important. There's no additional charge to the city for most loss control services.

LMCIT information memo,  
*Experience Rating in  
LMCIT's Liability and  
Workers' Compensation  
Premiums.*

## 5. Deciding whether to choose a retrospective rating option

To decide if a retrospective plan makes sense, one good way is to look at the city's losses from the past few years to see how it would have done under the plan. There are some important points to keep in mind, though, including the following:

- Workers' compensation losses can develop adversely. Loss experience that initially looks good can become more expensive by the time those losses are finally closed in the future.
- Cities should consider whether they are comfortable trading off cost certainty for potential savings. In addition, in light of the city's loss history and safety programs, cities should consider whether they are confident that employee injuries will be kept down enough to save money in the coming year.
- In any one year, a city's losses could turn out to be very different from—and possibly much greater than—the pattern for past years.
- A single large loss during the year could be enough to push the city to the maximum premium. Claims from prior years sometimes reopen or increase in cost, which means the city can owe additional amounts for prior years. When retaining risk through the retrospective option, a city should have a plan for where funds will come from to cover the city's potential obligations according to the retrospective.
- Unlike the way the experience modification formula works, large losses are not discounted for purposes of the retrospective rating formula.

Cities that use a retrospective should review their decision on an annual basis to ensure it makes sense. A prime opportunity to review a retrospective is when the city receives the annual adjustment bill or refund. This typically occurs about six months after the city's expiration date on its coverage.

The adjustment mailing includes supporting loss and premium data members will need in order to decide how to go forward with the upcoming coverage renewal. It's especially important during the first year of using a retrospective to look at the city's current-year losses after 10 months to see how the city is doing, and whether to continue with the retrospective at renewal.

### C. Deductible option

LMCIT offers several deductible options to member cities of the workers' compensation program.

**RELEVANT LINKS:**

See also Section III.B,  
*Retrospective rating  
options.*

**1. Eligibility**

All cities who participate in the LMCIT workers’ compensation program are eligible. The deductible options give smaller cities—those whose standard premiums are less than \$25,000 and who are not eligible for a retrospective rated option—a way to reduce their premium costs by retaining some risk. The deductible approach may also be an attractive alternative for larger cities who feel the retrospective rated premium option is too risky for their situation. A city can select only one premium option. If a city selects a retrospective rated option or the standard premium option, it cannot also select a deductible.

**2. How the deductible options work**

Under a deductible option, the city pays a lower premium in return for agreeing to reimburse LMCIT for paid medical losses up to the deductible. If the city selects a deductible option, the deductible applies per occurrence to medical costs only.

The deductible options and the premium credits for each option are:

<b>Deductible</b>	<b>Premium Credit</b>
\$250	1.2%
\$500	2.1%
\$1,000	3.5%
\$2,500	6.0%
\$5,000	9.0%
\$10,000	13.5%
\$25,000	20.5%
\$50,000	27.0%

The city pays a deposit premium (net of discounts) to LMCIT. If the city chooses a deductible option, the standard premium is reduced by the percentage shown above. This does not affect the premium volume discount (premium discounts are applied when a city’s total standard premium equals \$5,000 or more), which is also based upon standard premium.

As claims are submitted and medical costs incurred, LMCIT will pay the medical vendors directly. A city that chooses a deductible option is billed for medical costs paid up to its per occurrence deductible. Each occurrence has its own deductible.

## RELEVANT LINKS:

Barb Meyer  
LMCIT Underwriter  
651.215.4173  
800.925.1122  
[bmeyer@lmc.org](mailto:bmeyer@lmc.org)

LMCIT information memo,  
*Experience Rating in  
LMCIT's Liability and  
Workers' Compensation  
Premiums.*

LMC information memo,  
*Conducting a Job Hazard  
Analysis: A Proactive  
Approach to Safety.*

LMC information memo,  
*Employee Safety Training:  
Building on a Firm  
Foundation.*

If you have questions regarding the payment or timing of deductible billings, receiving the deductible quote, where to send it, whether it has been received, or the payroll audit, please contact LMCIT.

### 3. Effect on the experience modification factor

The selection of a deductible option does not affect the experience modification factor. The total amount of the claim will be used for calculating the experience modification factor. The experience modification factor would be the same regardless of choice of a deductible option.

The potential savings of the deductible option would be the percentage discount shown in the quote compared to actual medical deductibles for which the city must reimburse LMCIT.

### 4. Loss control

It is always in the city's interest to use LMCIT's safety and loss control services. Reducing losses saves the city money by lowering its experience modification factor; it creates a safer working environment for employees; and it helps lower overall rates for all member cities. Under a deductible option, the city stands to benefit even more by successfully avoiding and controlling losses. There's no additional charge to the city for most loss control services.

### 5. Deciding whether to choose a deductible option

It is the city's decision whether or not to select a deductible option. In making this decision, it can be helpful to look at the city's loss history to see how it would have done in past years under a deductible plan. There are some points to keep in mind, though, including the following:

- A city's loss experience will vary from year to year. Any one year's losses could turn out to be very different from—and perhaps much greater than—the pattern of past years.
- There's no theoretical “worst case maximum cost” under a deductible plan. Since the deductible applies to each occurrence, the maximum cost to the city depends on how many occurrences it has that year.

A deductible option can be a good way for the city to save money, but a deductible means that the city is retaining risk. Cities that use a deductible option need to consider how they will fund that risk. The deductibles apply per occurrence, and cities need to be prepared for the possibility they may have multiple occurrences during a year. So, depending on what losses happen to occur, it can also turn out to be more expensive for the city.

## RELEVANT LINKS:

[Minn. Stat. § 176.141.](#)

[Minn. Stat. § 176.231, subd. 1.](#)

[Minn. Stat. § 176.231, subd. 1.](#)

[Minn. Stat. § 176.231, subd. 10.](#)

[Minn. Stat. § 176.231, subd. 2.](#)

[Minnesota Workers' Compensation System Employee Information Sheet.](#)

[See LMC website-Submit a claim online.](#)

[See LMC website-Claim Forms.](#)  
Email: [claims@lmc.org](mailto:claims@lmc.org)

Fax: 651.281.1297 or 888.234.7839

Mail: 145 University Ave  
W, St. Paul MN 55103-2044

Phone: 651.281.1200 or 800.925.1122

## IV. Filing a workers' compensation claim

A workers' compensation claim begins with the reporting process. To initiate the reporting process, employees report a workers' compensation claim to the employer. Under the workers' compensation statute, the employee has 180 days to report his or her claim.

Once the employer is notified of the employee's injury, the employer must complete and file the state-required First Report of Injury (FROI) form to LMCIT within 10 days after knowledge of the injury. Do not wait for medical reports, the Employee Incident Report, or the Supervisor's Report of Accident to submit the claim if waiting would take more than one day.

Given a death or serious injury, the information must be received by LMCIT within 24 hours so that it can be submitted to the Department of Labor and Industry within its 48-hour deadline.

Failure to submit a claim within these timeframes may result in a late penalty assessment by the Department of Labor and Industry. Directions for completing the FROI are noted on the back of the form. LMCIT is available to assist in completing it.

State Law requires the employee be given a copy of the FROI and the Minnesota Workers' Compensation System Employee Information Sheet.

Claims can be submitted to LMCIT using any of the following methods.

- Online: Members with a username and password can submit claims online. To obtain a username and password, contact LMCIT.
- Email: Submit the FROI form by email.
- Fax: Submit the FROI form by fax.
- Mail: Submit the FROI by mail.
- Phone: Call LMCIT to file a claim.



**Agenda Number: 7C**

**Agenda Date: 01-07-15**

*Prepared by Deb Kind*

**Agenda Item:** Resolution 01-15 Appointments and Assignments for 2015

**Summary:** This is a routine resolution that the council approves in January each year. No changes have been made to the assignments. The Planning Commissioner term dates on the resolution will be updated when new appointments are made in March.

**Council Action:** Required. Potential motions ...

1. I move the council approves resolution 01-15 designating appointments and assignments for 2015.
2. I move the council approves resolution 01-15 designating appointments and assignments for 2015, with the following revision(s): \_\_\_\_\_.
3. Other motion ???



# BOLTON & MENK, INC.<sup>®</sup>

Consulting Engineers & Surveyors

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

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

www.bolton-menk.com

December 11, 2014

City of Greenwood  
Attn: Ms. Deb Kind  
20225 Cottagewood Road  
Deephaven, MN 55331

RE: 2015 Professional Engineering Services

Dear Ms. Kind:

We are pleased to once again offer professional engineering services to the City of Greenwood for 2015 in accordance with the attached Fee Schedule. We look back with great satisfaction on the important projects we have been able to complete with you and your staff at the direction of the City Council. I have every confidence that our long-term knowledge of the Community and understanding of the City's needs coupled with cooperation and hard work will result in the successful completion of the projects identified by the City for 2015.

For 2015, we are anticipating the need for a construction season maximum of 45 employees to fully serve your needs and those of our Chaska office client base. Overall, we are pleased to inform you that despite many rapidly increasing business expenses, and a zero rate increase in two of the last 6-years we are proposing an overall aggregate rate increase of only 3.1% for 2015. **In fact, over the past 5-years, the aggregate rate increase for our services has been only 2.3% per year!** This highlights our ongoing intentional goal of providing the wide array of services the City needs as cost effectively as possible. **Moreover, it is my pleasure to inform you that we will continue offering the "municipal discount" for key staff members serving your City at the same hourly rate. This rate has remained unchanged for over 5-years.** This discount applies to day-to-day general engineering items and tasks not related to specific City projects or private development projects. As these fees are usually paid out of the City's General Fund, it is our intent that this municipal discount will help to minimize the engineering impact on the General Fund budget. Further, we have not changed our fee for City Council and Planning Commission meeting attendance. **Finally, please note our project design fees for 2015 City projects will also remain unchanged as they have for in excess of 5-years.**

The fee structure items identified above reflect our continued commitment to provide you high quality and full service municipal engineering services with increasing value and efficiency.

Please review the attached information and contact me with any questions you may have. **We are committed to providing you with the superior service you expect and require!**

Respectfully Submitted,  
BOLTON & MENK, INC.

Kreg J. Schmidt, P.E.  
Vice President

KJS/kjs

## 2015 CITY OF GREENWOOD FEE SCHEDULE

*January 1, 2015*

Staff Position	Experience (Years)	2015 Hourly Rates (\$ / hr unless otherwise noted)*
Sr. Principal Engineer / Surveyor		\$120-\$210
Sr. Project Manager - Principal Engineer / Surveyor		\$100-\$160
<i>David Martini:</i>	21	<i>**First 10 hrs/month @ \$60/hr</i>
Senior Transportation / Aviation Planner		\$110-180
Project Manager (Inc. Landscape Architect)		\$100-\$155
Project / Design Engineer / Planner / Landscape Architect		\$60-\$135
Licensed Surveyor		\$70-\$135
Project Surveyor		\$60-\$110
Specialist (Nat. Resources; GIS; Traffic; Graphics; Other)		\$70-\$120
Senior Technician (Inc. Survey)	10+	\$70-\$145
Technician (Inc. Survey)		\$50-\$98
Administrative Support & Clerical		\$35-\$80
City Council Meeting / Planning Commission Attendance		\$60 / Meeting
Municipal Project Design Fee - Final Plans and Specifications (Well Defined Scope)		6%
Municipal Project Design Fee - Final Plans and Specifications (State Aid & Federally Funded Projects)		8%
<b>Additional Items:</b>		
GPS / Robotic Survey Equipment		No Charge
CAD / Computer Usage		No Charge
Routine Office Supplies		No Charge
Routine Photo Copying / Reproduction		No Charge
Field Supplies / Survey Stakes & Equipment		No Charge
Mileage		No Charge

**Notes:**

*\*City Hourly Rates Apply to Hourly Services Completed on Behalf of The City for Municipal Projects.*

*\*\*Applies to Non-Project Specific, General Day-To-Day City Engineer Related Work Items & Tasks.*



**Resolution 01-15**  
City of Greenwood Appointments & Assignments for 2015

Be it resolved that the city council of Greenwood, Minnesota approves the following appointments for 01-07-15 through 01-05-16.

OFFICE & DESIGNATIONS	2014 HOLDER	2015 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.), Bill Cook (2nd 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 Thurs (F, M, A, M, Jun, A, O, N)	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 (1/31/17)	Rob Roy (1/31/17)
Marina Clerk	Gus Karpas	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 (8/11-3/16)	A-1 Douglas Reeder (8/11-3/16)
	A-2 Lake Bechtell (5/14-3/16)	A-2 Lake Bechtell (5/14-3/16)
	A-3 Dave Paeper (3/07-3/16)	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 Rick Sundberg (7/14-3/16)	Alt-1 Rick Sundberg (7/14-3/16)
	Alt-2 Fiona Sayer (8/14-3/15)	Alt-2 Fiona Sayer (8/14-3/15)
	Alt-3 Bill Cook (5/14-3/15)	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	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 7th day of January 2015.

There were \_\_\_ AYES and \_\_\_ NAYS

By: \_\_\_\_\_  
Debra J. Kind, Mayor, City of Greenwood

Attest: \_\_\_\_\_  
Gus E. Karpas, City Clerk, City of Greenwood



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.

**Place Currently Not Set  
Traffic Survey Summary**

Location: Saint Albans Bay Road  
 Start Date: 10-31-14  
 End Date: 11-07-14

Zone: Residential  
 Start Time: 18:12:30  
 End Time: 22:09:15  
 Travel Direction: SE

Speed	1 - 19	20 - 21	22 - 23	24 - 25	26 - 27	28 - 29	30 - 31	32 - 33	34 - 35	36 - 37	38 - 39	40 - 999
Volume	1205	382	495	569	607	354	159	50	18	5	4	8
% of Total	31.25%	9.9%	12.83%	14.75%	15.74%	9.18%	4.12%	1.29%	0.46%	0.12%	0.1%	0.2%
									Total Vehicles: 3856			

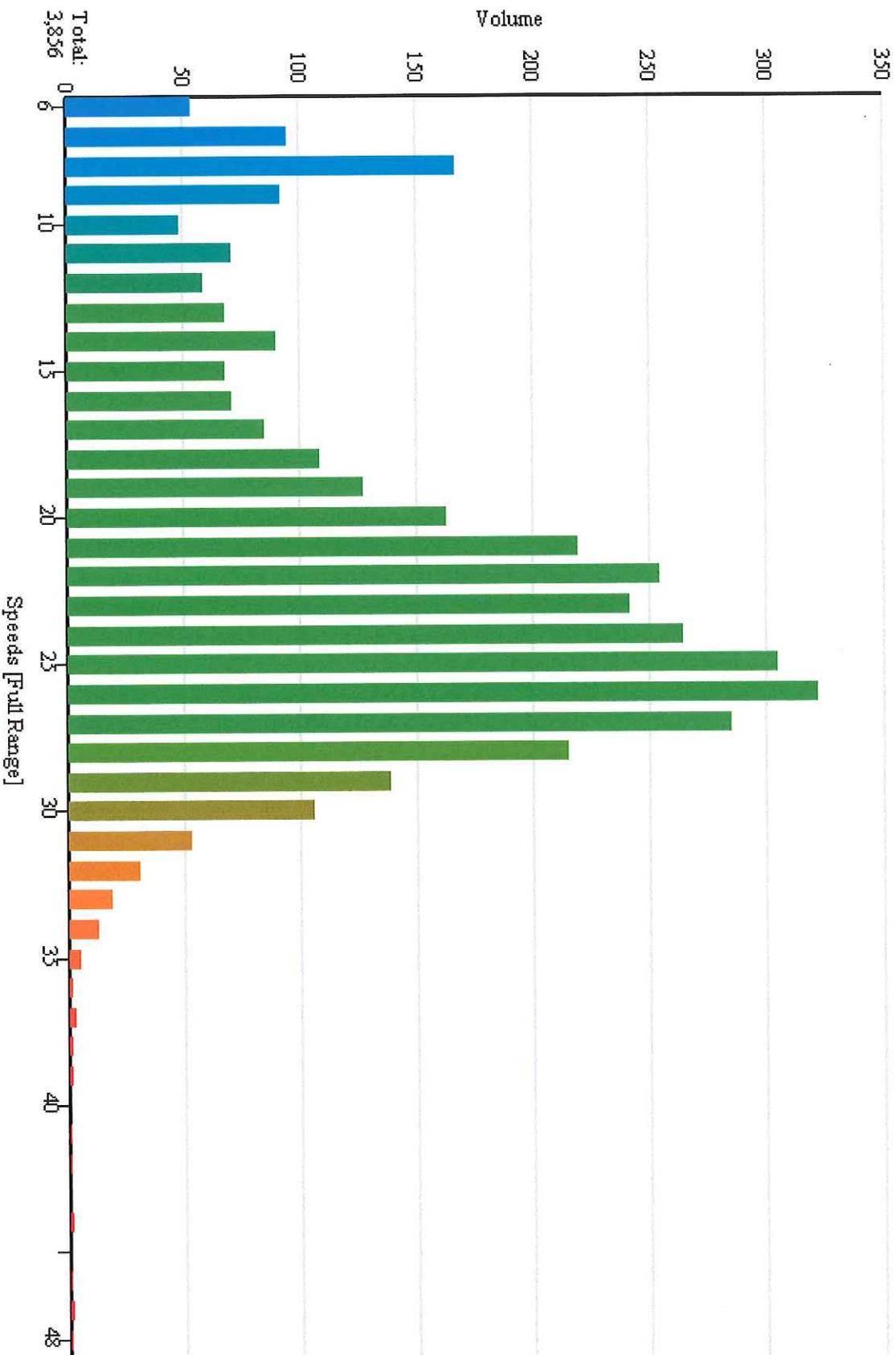
Speed Statistics		10 MPH Pace		Number Exceeding Limit				
Posted	25	Pace Speed	20 to 29	Speed	25+	35+	45+	Total
#At/Under Limit	2651	# in Pace	2407	Number	1188	13	4	1205
# Over Limit	1205	% in Pace	62.42%	Percent	30.8%	0.33%	0.1%	31.25%
Average Speed	21.28	85% Percentile	28					

Place Currently Not Set  
Speed/Volume Graph

Location: Saint Albans Bay Road  
Dates: 10-31-14 to 11-07-14

Zone: Residential  
Speed Limit: 25 MPH

Travel Direction: SE



December 4, 2014

Gus Karpas  
Clerk Treasurer  
City of Greenwood  
20225 Cottagewood Road  
Deephaven, MN 55331-6700

RE: City Response to 2015 I/I Preliminary Surcharge Notice

Dear Mr. Karpas:

The Metropolitan Council Environmental Services (MCES) has received the City's response to our August 18, 2014 letter outlining a preliminary Inflow and Infiltration (I/I) surcharge for the City to begin in 2015. As you know, the City's surcharge was calculated at \$116,200 (or \$29,050 annualized).

Many communities experienced significant peak flow increases as a result of 2013 and 2014 storm events. For some communities, it was the first time that they had experienced an exceedance since the program's inception in 2004.

MCES finds the City's I/I work plan as outlined in your October 17, 2014 Community Response Form takes an appropriate approach for I/I mitigation and is acceptable. An I/I surcharge will not be placed on the City's Municipal Wastewater Charge in 2015. In order to complete the documentation process, please submit copies of invoices or other pertinent information for I/I mitigation work completed in 2015 by March 31, 2016.

MCES appreciates the City's commitment and continued work in mitigating I/I. If you have questions or need additional information, please contact Rebecca Fabunmi at (651) 602-1517 or at [rebecca.fabunmi@metc.state.mn.us](mailto:rebecca.fabunmi@metc.state.mn.us).

Sincerely,



Bryce Pickart  
Assistant General Manager, Technical Services

cc: Jennifer Munt, Metropolitan Council Member, District 3  
Kyle Colvin, Assistant Manager, MCES Planning & Programs  
Jeannine Clancy, Principal Contract Administrator  
Rebecca Fabunmi, Principal Engineer, MCES Planning and Programs  
City Finance Officer



METROPOLITAN  
C O U N C I L

**From:** Teresa Pendleton [tmpendleton@mediacombb.net](mailto:tmpendleton@mediacombb.net)   
**Subject:** FW: Metropolitan Council Meter Station M416 Project Information  
**Date:** December 9, 2014 at 8:26 AM  
**To:** Debra Kind [dkind100@gmail.com](mailto:dkind100@gmail.com)  
**Cc:** Gus Karpas [guskarpas@mchsi.com](mailto:guskarpas@mchsi.com)

---

Good Morning Deb and Gus – This is from the Met Council. Did you know about this already?

Teresa

**Teresa Pendleton**

City of Deephaven  
20225 Cottagewood Road  
Deephaven, MN 55331

**Direct phone** 952.358.9935  
**Fax** 952.474.1274  
**City Hall** 952.474.4755

[tpendleton@mediacombb.net](mailto:tpendleton@mediacombb.net)

---

**From:** Kaitlin Peterson [<mailto:kapeterson@sehinc.com>]  
**Sent:** Monday, December 08, 2014 4:13 PM  
**To:** [tmpendleton@mediacombb.net](mailto:tpendleton@mediacombb.net)  
**Cc:** [Jeny.Shah@metc.state.mn.us](mailto:Jeny.Shah@metc.state.mn.us)  
**Subject:** Metropolitan Council Meter Station M416 Project Information

Dear Ms. Teresa Pendleton:

MetCoucil (MCES) is in the process of design for rehabilitation of the existing meter structure M416 located at 5290 Manor Rd., northeast of the intersection of Channel Dr. and Manor Road. I am writing to discuss the proposed rehabilitation project and its impacts on the site.

The existing MCES Meter Station M416 is to be rehabilitated due to the age of the meter. The construction footprint for rehabilitation is approximately 1,396 square feet (0.03 acres) and will include some excavation, laying temporary conveyance piping, adding a drain pipe and restoration of landscaping, turf and pavement after the completion of the project. The drain pipe is proposed to be placed from Meter M416 to the city sewer manhole MH501 and the excavation depth required for the drain pipe is approximately 10-feet. The existing wood fence to the northeast of Meter M416 will be removed during construction and put back into place once construction is complete. The construction limits at the site are within the city right-of-way (ROW) and a portion of the lift station and power controls area. The existing site layout, restoration, plan and profile and traffic control sheets are attached for your reference. Please review the attached sheets and let me know if you have any comments.

Below are some questions regarding the City of Greenwood requirements for construction at the meter station site:

1. Are any city permits necessary for the project?
  - a. The City of Greenwood sewer permit may be applicable.
  
2. Coordination

- a. Would the city like MCES to coordinate neighborhood meetings, mailings, etc. to inform residents of the project?
- b. Should project information be included on the city website?
- c. Who should be listed as the city contact for the site?
- d. Are there specific city approved hours for construction at the site?
- i. This could include approved working hours for the week, weekend and holidays.
- e. Are any city projects near the area of the project site scheduled for construction during the meter station anticipated construction schedule?

Construction for the rehabilitation of the meter station is anticipated to start in the summer of 2015. Since this is a multiple meter site project, a more detailed construction schedule will be provided once the project has been awarded to the Contractor.

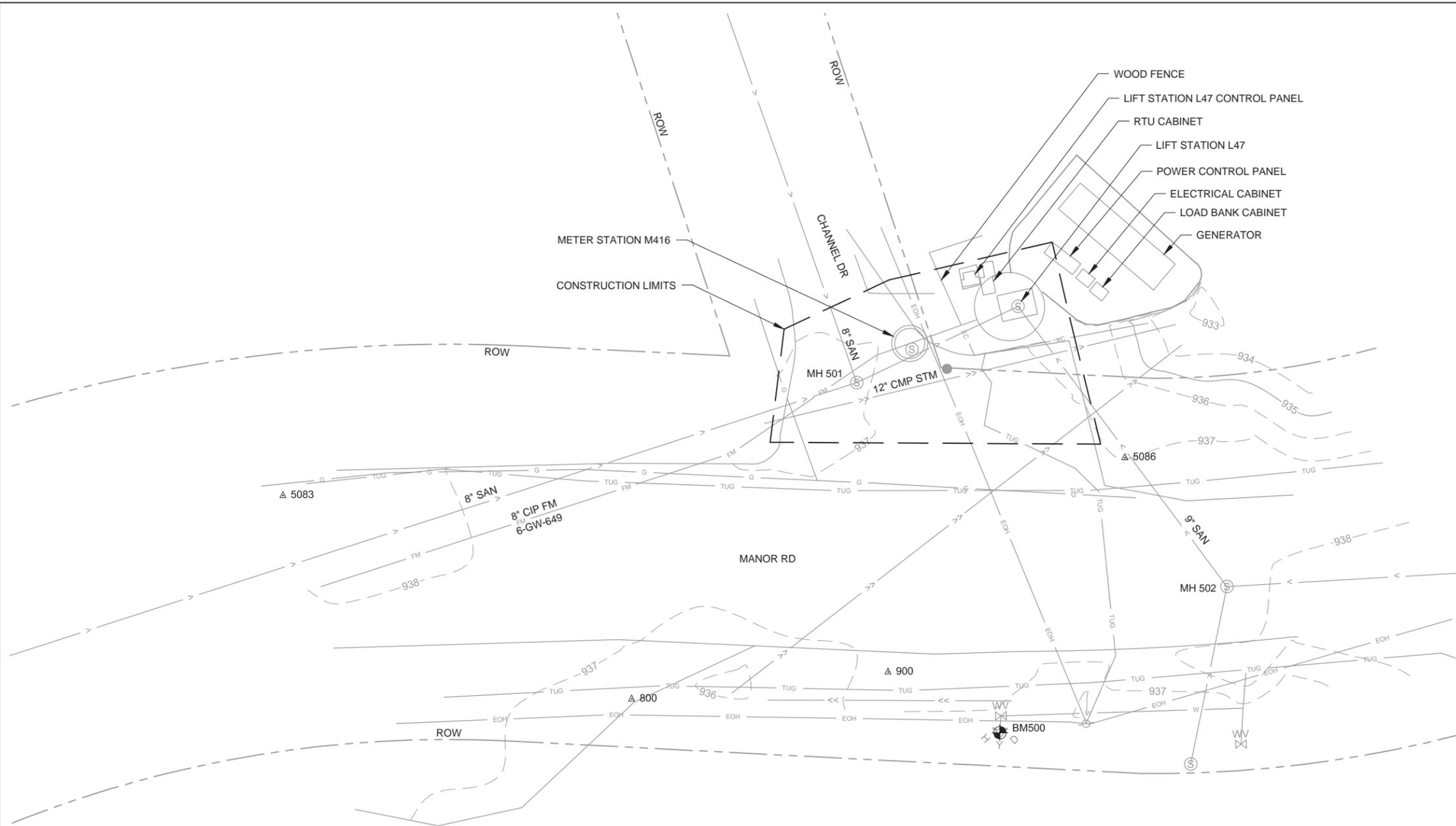
Please let me know if you have any questions or concerns regarding this project and would like to meet in person to discuss them in detail. Jeny Shah with MCES is the project manager and will be carbon copied on the e-mail as well.

Thank you for your time,

Kaitlin Peterson | Project Engineer  
SEH | 3535 Vadnais Center Drive | St. Paul, MN 55110  
651.765.2938 direct | 888.908.8166 fax  
[www.sehinc.com](http://www.sehinc.com)  
SEH - Building a Better World for All of Us™



S:\K0MMCES1280906-FINAL-DSG\N51-CONST-DWGS-CAD\85-HEAVY\CIVIL\806632-METER STATION IMPROVEMENTS - PHASE 3\SHEETS\CS050001.DWG  
 PLOTTED: 11/5/2014 12:22:41 PM  
 MODIFIED: 10/30/2014 8:00:18 AM



**GENERAL NOTES:**

1. TOPOGRAPHIC BASE MAP PREPARED FROM CERTIFIED LAND SURVEY BY STONEBROOKE ENGINEERING INC OF BURNSVILLE, MINNESOTA IN 2014.
2. HORIZONTAL CONTROL DATUM IS ENGLISH BASED ON HENNEPIN COUNTY COORDINATE SYSTEM WHICH IS RELATED TO THE MINNESOTA STATE PLANE COORDINATE SYSTEM NAD 1983 (HARN 2011) ADJUSTMENT.
3. VERTICAL DATUM IS ENGLISH BASED ON NAVD 1988.

**LEGEND**

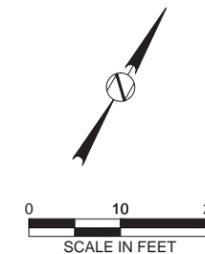
- VERTICAL BENCHMARK
- BENCHMARK #
- HORIZONTAL CONTROL POINT
- CONTROL POINT #

**KEYNOTES:**

1. CONTROL POINT 5078 IS LOCATED 160.80' NORTH AND 62.36' WEST OF CONTROL POINT 5083.

VERTICAL BENCHMARK TABLE		
BM #	ELEVATION	DESCRIPTION
BM500	939.98	HYD-TNH

HORIZONTAL CONTROL POINT TABLE			
POINT #	NORTHING	EASTING	DESCRIPTION
800	142460.68	458470.14	METAL SPIKE IN GROUND
900	142486.05	458505.06	METAL SPIKE IN GROUND
5078	142621.71	458340.19	1/2" IP WITH RLS CAP
5083	142460.91	458402.54	METAL SPIKE IN GROUND
5086	142536.91	458521.51	METAL SPIKE IN GROUND



NO	DATE	BY	REMARKS	NO	DATE	BY	REMARKS

DESIGNED: KJP  
 DRAWN: DJS  
 CHECKED: MHO  
 I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.  
 SIGNATURE: \_\_\_\_\_  
 TYPED OR PRINTED NAME: MICHAEL H OSTENDORF  
 DATE: MM/DD/YY REG NO: 50022

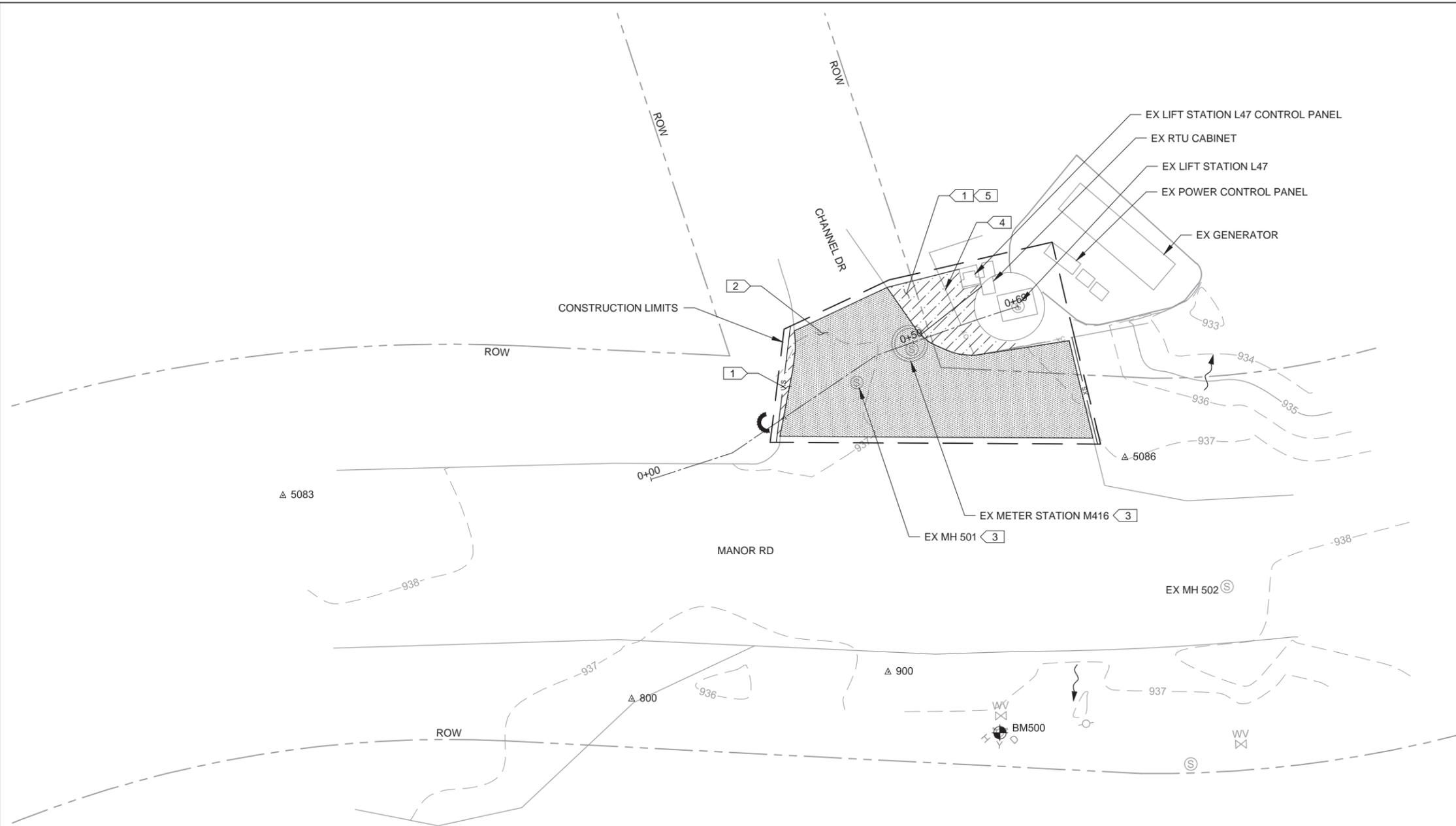


PROJECT: 805632  
 FILE NAME: CS050001

METER STATION IMPROVEMENTS - PHASE 3  
 EXISTING CONDITIONS & EASEMENTS - M416

CS5.1

S:\K01MCMCES1280906-FINAL-DSGN51-CONST-DWGS-CAD\85-HEAVY\CIVIL\806632-METER STATION IMPROVEMENTS - PHASE 3\SHEETS\CS050002.DWG  
 PLOTTED: 11/5/2014 12:22:54 PM  
 MODIFIED: 11/3/2014 10:38:14 AM



**GENERAL NOTES:**

1. CONTRACTOR SHALL ROUGH GRADE SITE TO MATCH EXISTING GRADES PRIOR TO PLACEMENT OF TOPSOIL AND SOD.
2. OBTAIN APPROVAL BY CAR OF ROUGH GRADING PRIOR TO PLACEMENT OF TOPSOIL.
3. CONTRACTOR SHALL INSPECT AND MAINTAIN EROSION CONTROL MEASURES DAILY.

**KEYNOTES:**

1. CONTRACTOR SHALL RESTORE ALL DISTURBED TURF WITHIN CONSTRUCTION LIMITS WITH SOD (MNDOT SPEC 3878.2A). ALL DISTURBED AREAS OUTSIDE OF CONSTRUCTION LIMITS SHALL BE RESTORED BY CONTRACTOR AT NO COST TO THE OWNER USING SPECIFIED TURF SECTION (UNO).
2. PROVIDE PAVEMENT TO CLEAN SAWCUT. USE INSET A. 2  
CS2
3. ADJUST CASTING.
4. INSTALL SALVAGED WOOD FENCE.
5. RESTORE EDGING, ROCKS AND TURF.

**LEGEND**

- SURFACE WATER FLOW DIRECTION
- BIOROLL DITCH CHECK 4  
CS1
- SILT FENCE (MNDOT SPEC 3886) (STANDARD MACHINE SLICED WITHIN ROW) 2  
CS1
- RESTORE LANDSCAPING AND TURF
- RESTORE BITUMINOUS PAVEMENT

NO	DATE	BY	REMARKS	NO	DATE	BY	REMARKS

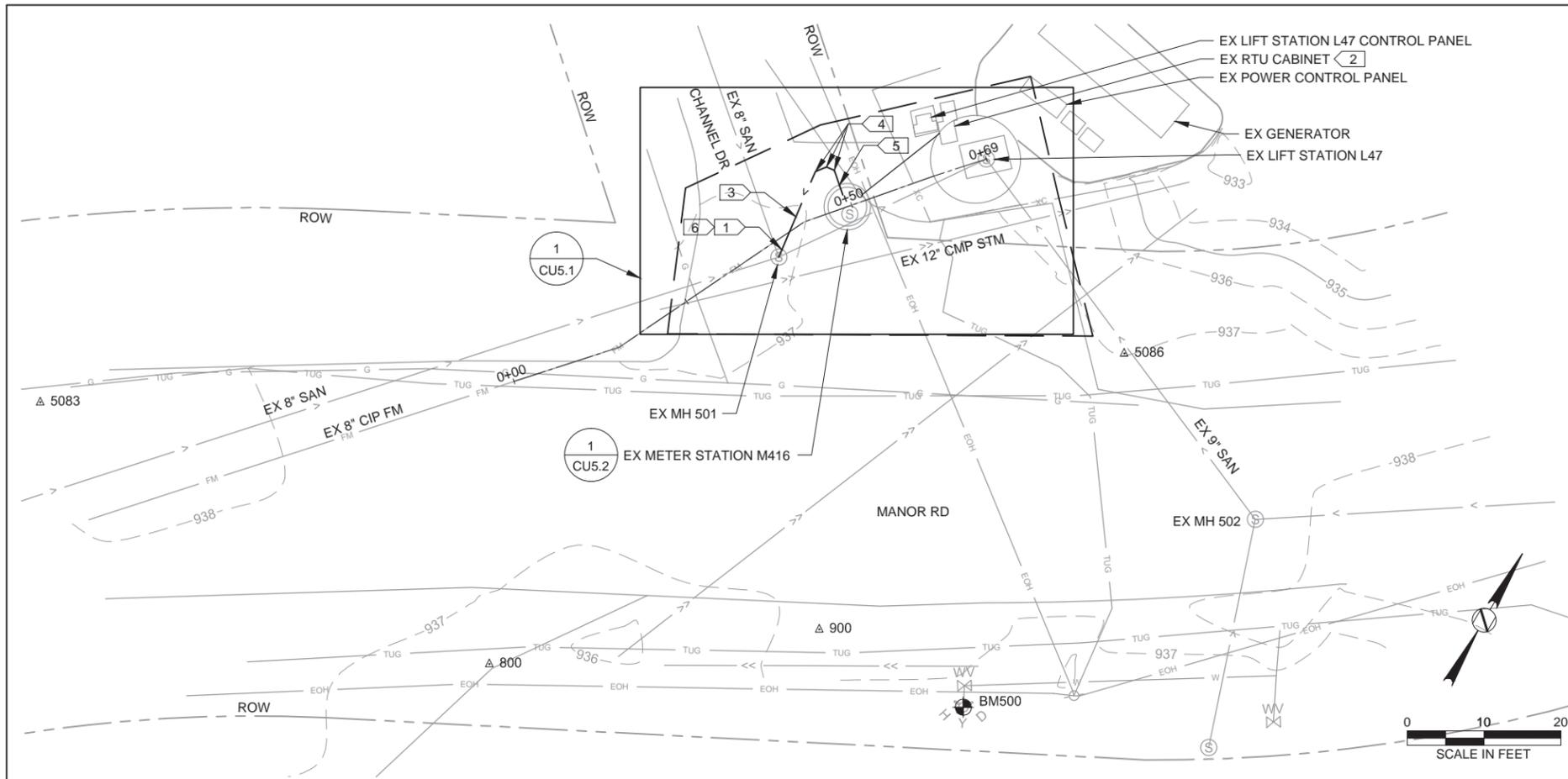
DESIGNED KJP	I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.
DRAWN DJS	
CHECKED MHO	
DATE MM/DD/YY	
SIGNATURE: _____ TYPED OR PRINTED NAME: MICHAEL H OSTENDORF DATE: _____ REG NO: 50022	

3535 VADNAIS CENTER DRIVE  
 ST. PAUL, MINNESOTA 55110

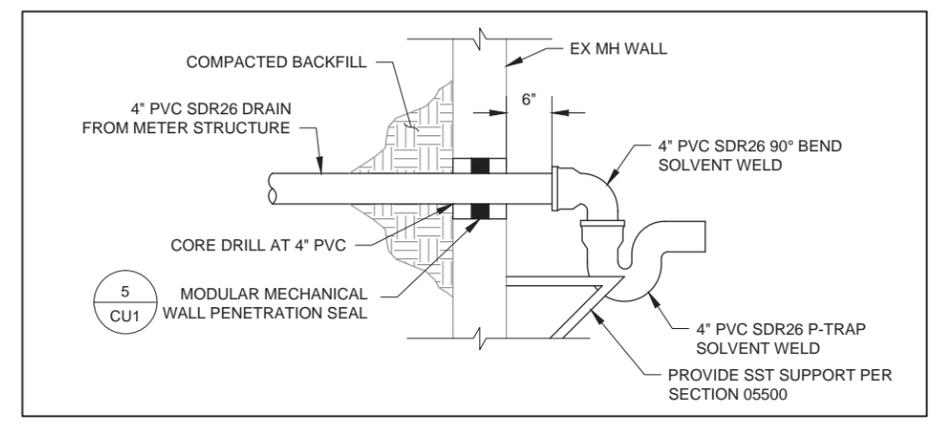
PROJECT 805632	FILE NAME CS050002
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METER STATION IMPROVEMENTS - PHASE 3  
**EROSION CONTROL & RESTORATION - M416**

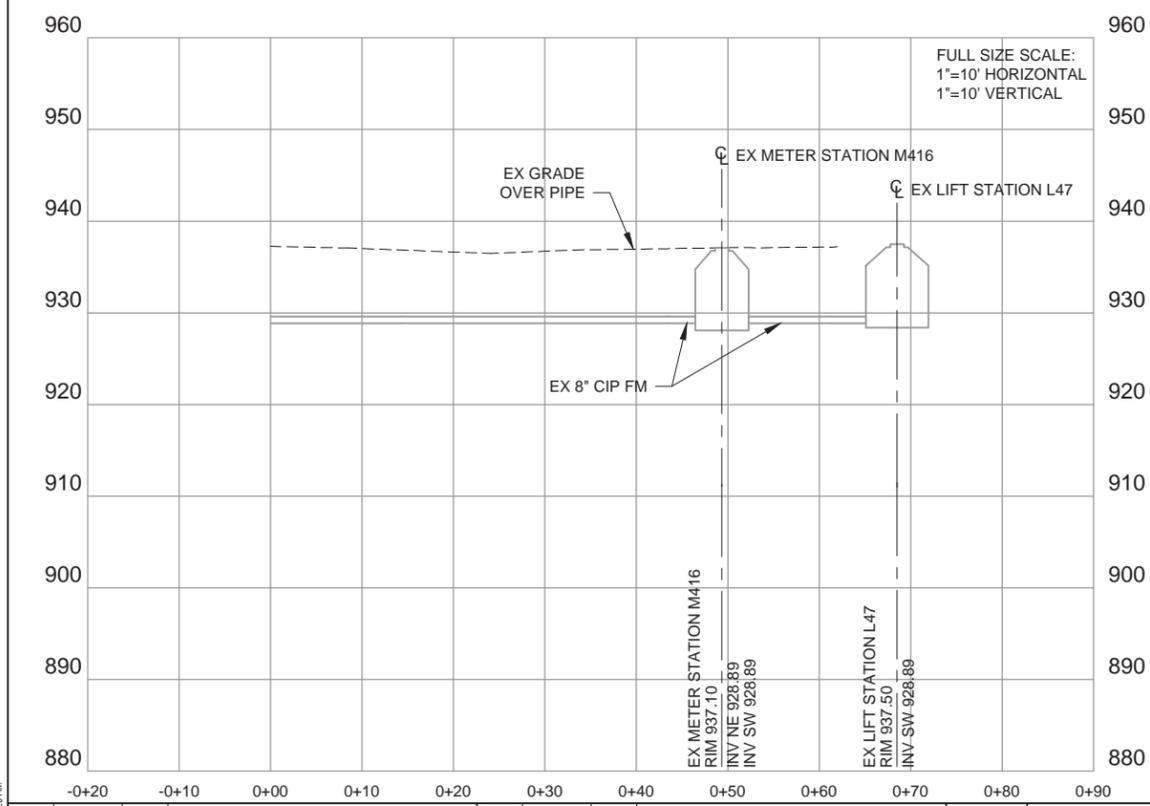
CS5.2



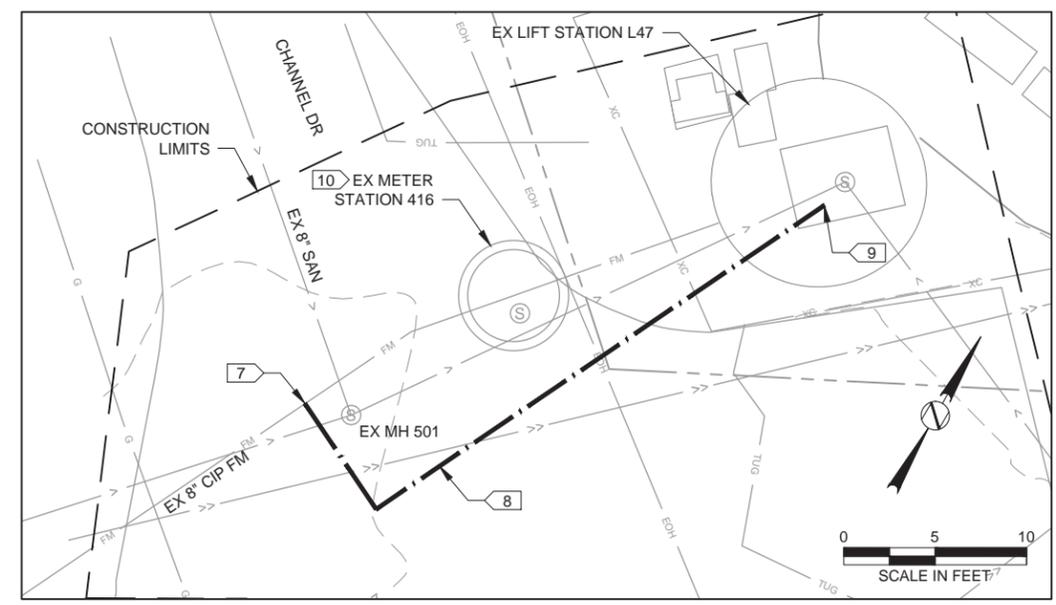
- GENERAL NOTES:**
1. WORK TO BE PERFORMED WHILE TEMPORARY CONVEYANCE IS ACTIVE.
  2. CONTRACTOR SHALL PROVIDE TEMPORARY CONVEYANCE FOR ALL CONNECTIONS TO EX PIPING.
  3. CONTRACTOR TO PROVIDE GROUND SUPPORT SYSTEM. GROUND SUPPORT SYSTEM SHALL BE ±9' IN DEPTH. SEE SECTION 02315.
  4. SEE SECTION 01569 FOR TEMPORARY CONVEYANCE REQUIREMENTS.



2 P-TRAP  
CU5.1



- KEYNOTES:**
1. CORE DRILL AND SEAL AT 4" PVC INV EL 919.15.
  2. SEE SHEET EP5.1 FOR ELECTRICAL DETAILS.
  3. PROVIDE 4" PVC SDR26 DRAIN FROM METER STRUCTURE TO EX MH 501. 1% MINIMUM PIPE SLOPE. CONTRACTOR SHALL USE CLEAR ROCK BEDDING WRAPPED IN TYPE 4 GEOTEXTILE MNDOT 3733. BEDDING SHALL EXTEND TO TRENCH LIMITS 18" BELOW AND 12" ABOVE PIPE.
  4. PROVIDE 4" PVC SDR26 45° BEND.
  5. CORE DRILL AND SEAL AT 4" PVC INV EL 919.40.
  6. PROVIDE P-TRAP AND MODULAR WALL PENETRATION SEAL IN EX MH 501.
  7. WET TAP AND LINE STOP 8" CIP FM.
  8. PROVIDE DIP TEMPORARY CONVEYANCE PIPES (2). PIPES SHALL BE BURIED UNDER ROADWAY AND PLACED ON GROUND WHILE NOT IN ROADWAY. PROVIDE 4" THICK BITUMINOUS PATCH. REMOVE PIPES AND PROVIDE PERMANENT BITUMINOUS PAVEMENT PER SHEET CS5.2.
  9. CONTRACTOR SHALL PROVIDE TEMPORARY SUBMERSIBLE PUMPS TO CONVEY FLOW FROM EX LIFT STATION L47 WET WELL TO WET TAP.
  10. ENSURE THAT EX METER STATION M416 IS FREE OF WATER DURING MAGNETIC FLOW METER INSTALLATION.



1 TEMPORARY CONVEYANCE PLAN  
CU5.1

S:\K01MCMCES1280906-FINAL-DSG\N51-CONST-DWGS-CAD\85-HEAVY\CIVIL\06632-METER STATION IMPROVEMENTS - PHASE 3\SHEETS\CU050001.DWG  
 PLOTTED: 11/20/14 12:23:32 PM  
 MODIFIED: 11/20/14 10:43:26 AM

NO	DATE	BY	REVISIONS	REMARKS
				ISSUED FOR BIDDING

DESIGNED: KJP  
 DRAWN: DJS  
 CHECKED: MHO  
 DATE: MM/DD/YY  
 REG NO: 50022



PROJECT: 805632  
 FILE NAME: CU050001

METER STATION IMPROVEMENTS - PHASE 3  
 PLAN & PROFILE - M416

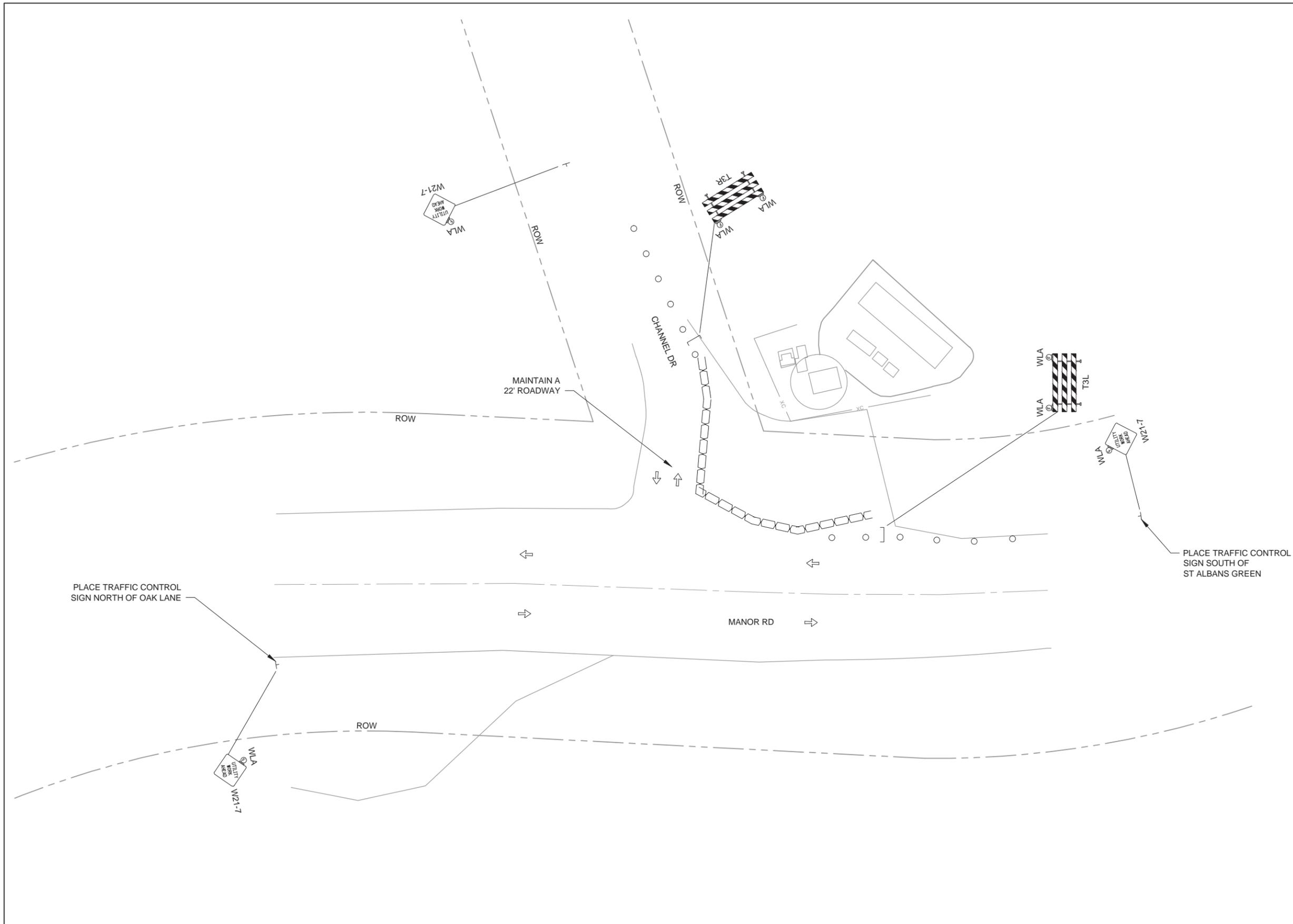
CU5.1

**GENERAL NOTES:**

- ACCESS TO ALL DRIVEWAY ENTRANCES ALONG CHANNEL DR AND MANOR RD SHALL BE MAINTAINED AT ALL TIMES.
- THE PLACEMENT OF PORTABLE CONCRETE BARRIER SHALL FOLLOW THE GUIDELINES OF FIGURE 6F-9 OF THE CURRENT MN MUTCD.
- PROVIDE TRAFFIC CONTROL IN ACCORDANCE WITH SECTION 01500.

**LEGEND**

- DIRECTION OF TRAFFIC
- TYPE III BARRICADE =
- DRUM-LIKE CHANNELIZER =
- PORTABLE CONCRETE BARRIER
- TRAFFIC CONTROL SIGN (SHOWN FACING LEFT)



S:\K01\MMCES1280906-FINAL-DSGN51-CONST-DWGS-CAD\85-HEAVY\CIVIL\806632-METER STATION IMPROVEMENTS - PHASE 3\SHEET\CT050001.DWG  
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 MODIFIED: 11/4/2014 7:00:02 AM

NO	DATE	BY	REMARKS	NO	DATE	BY	REMARKS
			ISSUED FOR BIDDING				
REVISIONS				REVISIONS			

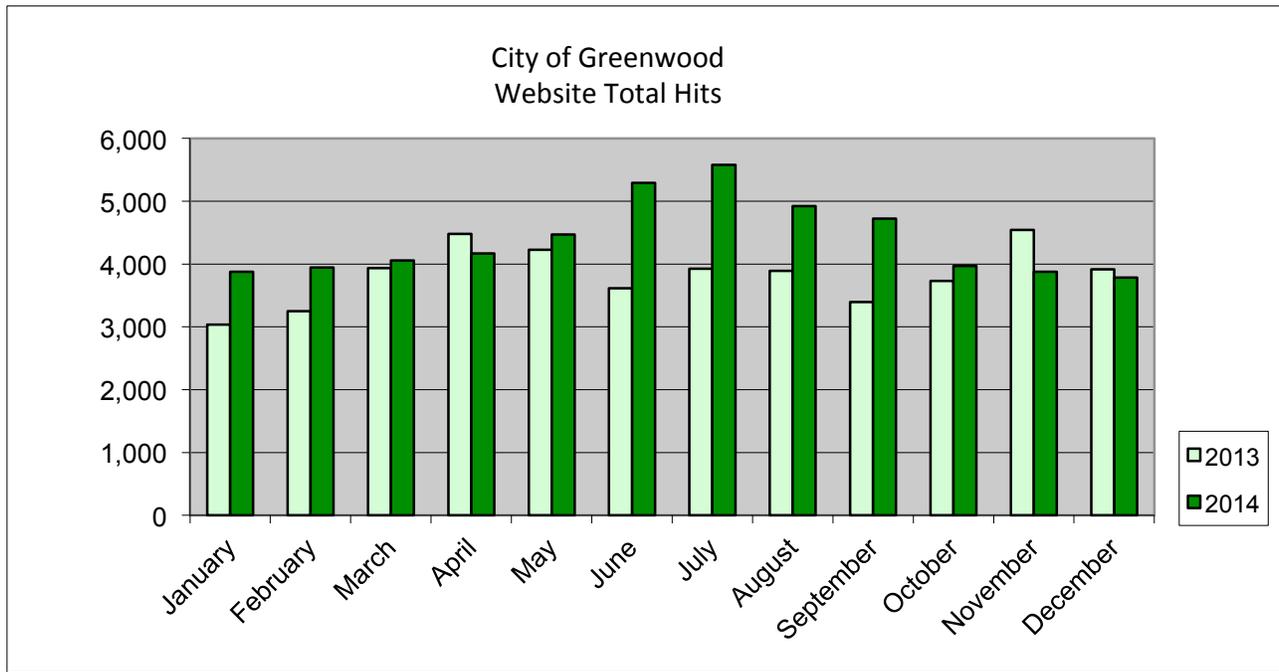
DESIGNED: LEW  
 DRAWN: JRD  
 CHECKED: CJS  
 I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.  
 SIGNATURE: \_\_\_\_\_  
 TYPED OR PRINTED NAME: CHAD J SEAMAN  
 DATE: MM/DD/YY REG NO: 44961

**Stonebrooke**  
Engineering Responsible Solutions

PROJECT: 805632  
 FILE NAME: CT050001

METER STATION IMPROVEMENTS - PHASE 3  
**TRAFFIC CONTROL & MANAGEMENT PLAN - M416**

**CT5.1**



<b>Month</b>	<b>2013</b>	<b>2014</b>	<b>Variance with Prior Month</b>	<b>Variance with Prior Year</b>	<b>Bulk Email List</b>
January	3,038	3,876	-39	838	143
February	3,252	3,943	67	691	147
March	3,936	4,057	114	121	147
April	4,478	4,170	114	-308	151
May	4,229	4,468	298	239	152
June	3,613	5,291	823	1,678	153
July	3,924	5,579	288	1,655	159
August	3,894	4,922	-657	1,028	162
September	3,395	4,723	-199	1,328	164
October	3,731	3,969	-754	238	164
November	4,543	3,878	-92	-666	164
December	3,915	3,786	-92	-129	165
<b>AVERAGE</b>	<b>3,829</b>	<b>4,388</b>			

Mar & Dec numbes are estimates

**POPULATION: 693**  
**EMAIL ADDRESSES % OF POPULATION: 23.81%**

## 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.

<b>Begin Date</b>	<input type="text" value="11/15/2014"/>
<b>End Date</b>	<input type="text" value="12/15/2014"/>
<b>Report Name</b>	<input type="text" value="Page Views (Default)"/>
<input type="button" value="Get Report"/>	

### Page Views by Section

Section	Page Views	Percent of Total
<a href="#">Default Home Page</a>	2122	56.05%
<a href="#">Agendas, Etc.</a>	190	5.02%
<a href="#">City Departments</a>	145	3.83%
<a href="#">Planning Commission</a>	137	3.62%
<a href="#">Garbage &amp; Recycling</a>	102	2.69%
<a href="#">Mayor &amp; City Council</a>	94	2.48%
<a href="#">Forms &amp; Permits</a>	78	2.06%
<a href="#">RFPs &amp; Bids</a>	62	1.64%
<a href="#">Welcome to Greenwood</a>	60	1.58%
<a href="#">Comp Plan &amp; Maps</a>	53	1.4%
<a href="#">Assessments &amp; Taxes</a>	52	1.37%
<a href="#">St. Alban's Bay AIS Project</a>	49	1.29%
<a href="#">Code Book</a>	46	1.22%
<a href="#">What's New?</a>	41	1.08%
<a href="#">Photo Gallery</a>	36	0.95%
<a href="#">Crime Alerts</a>	36	0.95%
<a href="#">Lake Minnetonka</a>	35	0.92%
<a href="#">Email List</a>	34	0.9%
<a href="#">Budget &amp; Finances</a>	34	0.9%
<a href="#">Watercraft Spaces</a>	31	0.82%
<a href="#">Links</a>	30	0.79%
<a href="#">Swiffers NOT Flushable</a>	29	0.77%
<a href="#">Well Water</a>	28	0.74%
<a href="#">Elections</a>	27	0.71%

### Quick Tips

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

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

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

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

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

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

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

<a href="#">Spring Clean-up Day</a>	26	0.69%
<a href="#">Public Safety</a>	22	0.58%
<a href="#">Met Council Project</a>	22	0.58%
<a href="#">Stormwater</a>	21	0.55%
<a href="#">Animal Services</a>	19	0.5%
<a href="#">Meetings</a>	18	0.48%
<a href="#">Old Log Events</a>	17	0.45%
<a href="#">Southshore Center</a>	16	0.42%
<a href="#">Search Results</a>	16	0.42%
<a href="#">Parks &amp; Trails</a>	16	0.42%
<a href="#">Meetings on TV</a>	13	0.34%
<a href="#">Community Surveys</a>	13	0.34%
<a href="#">Sewer Pipe Help</a>	11	0.29%
---	5	0.13%
<b>TOTAL</b>	<b>3786</b>	<b>100%</b>

## Unique IPs by Section

Section	Unique IPs	Percent of Total IPs
Default Home Page	628	39.95%
Agendas, Etc.	87	5.53%
City Departments	85	5.41%
Mayor & City Council	58	3.69%
Planning Commission	48	3.05%
Forms & Permits	38	2.42%
Garbage & Recycling	38	2.42%
Welcome to Greenwood	37	2.35%
St. Alban's Bay AIS Project	36	2.29%
What's New?	32	2.04%
Code Book	32	2.04%
Assessments & Taxes	28	1.78%
Crime Alerts	25	1.59%
Photo Gallery	24	1.53%
Comp Plan & Maps	23	1.46%
Email List	23	1.46%
Links	22	1.4%
Lake Minnetonka	21	1.34%
Swiffers NOT Flushable	21	1.34%
RFPs & Bids	21	1.34%
Watercraft Spaces	19	1.21%
Well Water	19	1.21%
Public Safety	18	1.15%
Elections	18	1.15%
Budget & Finances	16	1.02%
Animal Services	16	1.02%
Meetings	16	1.02%
Old Log Events	15	0.95%
Stormwater	14	0.89%
Spring Clean-Up Day	14	0.89%
Southshore Center	14	0.89%
Parks & Trails	12	0.76%
Met Council Project	12	0.76%
Community Surveys	11	0.7%
Meetings on TV	10	0.64%
Sewer Pipe Help	9	0.57%
Search Results	8	0.51%
---	4	0.25%
<b>TOTAL</b>	<b>1572</b>	<b>100%</b>

**From:** Debra Kind dkind100@gmail.com  
**Subject:** Re: An over due Thank You  
**Date:** December 23, 2014 at 9:08 AM  
**To:** Kari Rusing karirusing@comcast.net  
**Cc:** Mike G Brown gmikebrown@mchsi.com, Shawn E. Rusing ShawnRusing@comcast.net

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Kari & Shawn —

Thank you for the thank-you note :-) People often say that being Mayor is a thankless job. But that is not true. Fine people like you thank me all of the time and it is very much appreciated. I am glad there was a solution to the runoff problem by the Greenwoods on the Lake pond. I will share your note with the city engineer and the rest of the city council. Note: Councilman Bob Quam deserves a lot of credit for working with the city engineer to come up with a solution.

Have a Happy Christmas and Merry 2015!

Deb

**DEBRA J. KIND**  
**Mayor, City of Greenwood**  
20225 Cottagewood Road  
Deephaven, MN 55331  
[www.greenwoodmn.com](http://www.greenwoodmn.com)  
Main: 952.474.6633  
Direct: 612.718.6753

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On Dec 23, 2014, at 8:31 AM, Kari Rusing <[karirusing@comcast.net](mailto:karirusing@comcast.net)> wrote:

Dear Mayor Deb -

Thank you to you, the Greenwood City Council and City Engineer, Dave Martini, for the quick response and construction of the run-off water project for Greenwood on the Lake. The result fits in beautifully with the boulevard and hopefully, this will change the water flow for the coming spring and summer. It looks like it will work.....as long as Shorewood addresses the flow from their side!

Many of the residents of our community have commented on the positive changes.

My apologies to you for the delay in writing you this note.....however, our thanks is certainly is not forgotten.

Wishing you all a wonderful Holiday.

Kind regards-

Kari & Shawn Rusing  
4725 Lodge Lane