



# AGENDA

## Greenwood City Council Meeting

Wednesday, June 5, 2019

20225 Cottagewood Road, Deephaven, MN 55331

*Hearing devices are available from the recording technician.*

*The public is invited to speak when items come up on the agenda (comments are limited to 3 minutes).*

*The public may speak regarding other items during Matters from the Floor (see below).*

7:00pm 1. CALL TO ORDER | ROLL CALL | APPROVE MEETING AGENDA

7:01pm 2. CONSENT AGENDA

*Consent Agenda items are considered to be routine and are approved through one motion with no discussion by the city council. Council members may remove any Consent Agenda item for discussion and separate consideration under Other Business.*

- A. Approve: 04-11 to 04-25 Local Board of Appeal & Equalization Meeting Minutes
- B. Approve: 05-01-19 City Council Meeting Minutes
- C. Approve: Apr Cash Summary Report
- D. Approve: Apr Certificates of Deposit Report
- E. Approve: May Verifieds, Check Register, Electronic Fund Transfers
- F. Approve: Jun Payroll Register
- G. Approve: 2019 SLMPD Excelsior Dock & Park Patrol
- H. Approve: Motion Supporting 2019 Lake Minnetonka Conservation District Budget
- I. Approve: 1st & 2nd Readings, Ord 289, Franchise Agreement with Centerpoint Energy

7:05pm 3. MATTERS FROM THE FLOOR

*This is an opportunity for the public to address the council regarding matters not on the agenda. Comments are limited to 3 minutes. Typically, the council will not take action on items presented at this time, but will refer items to staff for review, action, and / or recommendation for future council action.*

7:10pm 4. PRESENTATIONS, REPORTS, GUESTS, AND ANNOUNCEMENTS

- A. Commissioner Jan Callison: Hennepin County Update
- B. City Engineer Dave Martini: 2019 Engineering Projects and County Aid to Municipalities Application
- C. Announcement: July 4th Firecracker Run (7:30-9:30am) and Greenwood July 4th Parade (meet at Greenwood Park, Covington & Fairview, 9:45am)

NONE 5. PUBLIC HEARINGS

NONE 6. ACTION RELATED TO PUBLIC HEARINGS

7:40pm 7. PLANNING, ZONING & SUBDIVISION ITEMS

- A. Review: Potential Revisions to Ordinance Section 1140.20, Regarding Window Wells
- B. Review: Potential Ordinance Adding White Poplars to Noxious Tree List

NONE 8. UNFINISHED BUSINESS

NONE 9. NEW BUSINESS

NONE 10. OTHER BUSINESS

8:00pm 11. COUNCIL REPORTS

- A. Conrad: Planning Commission
- B. Cook: LMCD, SABLID, Public Works Committee
- C. Fletcher: LMCC, Fire, Administrative Committee
- D. Kind: Police, Administrative Committee, Public Works Committee, Mayors' Meetings, Website
- E. Roy: Minnetonka Community Education

8:15pm 12. ADJOURNMENT



**Agenda Item:** Consent Agenda

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

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

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

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

# MINUTES

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



6pm, Thursday, April 11, 2019 and Reconvene at 6pm, Thursday, April 25, 2019  
20225 Cottagewood Road, Deephaven, MN 55331

CALL TO ORDER | ROLL CALL | APPROVE AGENDA

At 6pm on 04-11-19, Mayor Kind called the meeting to order.

Members Present: Mayor Deb Kind; Councilmembers Kristi Conrad, Bill Cook, Tom Fletcher, and Rob Roy  
Others Present: Assessors Michael Smerdon and Jeff Faust

Mayor Kind explained the meeting process:

- At the convening meeting, the LBAE hears appeals in the order they appear on the roster. Walk-ins and those who contacted the assessor or LBAE members on or before the convening date are added to the roster.
- At the convening meeting, the LBAE gathers information from the property owners and the assessors.
- During the recess between the LBAE convene and reconvene meetings, property owners must schedule a time for the assessor to view the interior of their home if not already done. By law, the LBAE cannot make changes for a property owner who refuses entry to the assessor. The recess time also is when LBAE members research the appeals on the roster.
- Anyone who contacts the assessors or the LBAE between the convene and reconvene meetings will be added to the roster at the reconvene meeting to preserve their right to appeal to the County Board of Appeal & Equalization (CBAE), but the LBAE will not take action on appeals received after the convene date. By law, a property owner must appear on the LBAE roster before they can appeal to the CBAE.
- At the reconvene meeting, the LBAE will hear the assessor's recommendation and property owner's response to the recommendation. Property owners are not required to attend the reconvene meeting. Written comments may be submitted to the LBAE by 4:30pm on the day of the reconvene meeting.
- At the reconvene meeting, the LBAE will take action on the appeals. As long as each property and new value are read into the record, the LBAE may take action with one motion. The LBAE motion may be for the total value or broken out into land, building, and total value. The LBAE cannot make changes that total more than 1% of the total valuation of all properties in the city. In **2019**, the total valuation of all properties is **\$381,891,500**. 1% equals **\$3,818,915**.
- LBAE action will be sent to property owners in writing.
- A property owner may appeal to Minnesota Tax Court without appearing on either the LBAE or CBAE rosters. All Minnesota Tax Court appeals must be filed on or before April 30 of the year the tax becomes payable. For more information visit <http://www.taxcourt.state.mn.us>.
- The assessor does not increase property tax revenue by increasing property values. The county, school, and city's budgeted tax levies will be collected whether property values increase or decrease, but the share of the budgeted levies may shift if property values go up or down more in comparison to other properties. This is why it is important to ensure properties are fairly assessed.

At the convening meeting, the LBAE heard appeals as they appeared on the roster. Walk-ins and those who contacted the assessor or LBAE members on or before the convening date were added to the roster.

At 7:15pm on 04-11-19, Mayor Kind recessed the convening meeting and set 6pm on 04-25-19 as the reconvene time.  
At 6:07pm on 04-25-19, Mayor Kind reconvened the meeting.

The assessor made a recommendation for each property on the roster. Each property owner was given the opportunity to respond to the assessor's recommendation. The LBAE discussed each appeal and took the following action ...

**Motion by Kind that the LBAE approves the all of the attached valuations except for the Murphy property. Second by Roy. Motion passed 5-0.**

**Motion by Kind that the LBAE approves the attached valuation for the Murphy property. Second by Roy. Motion passed 3-2 with Fletcher and Cook voting nay.**

ADJOURNMENT

**Motion by Roy to adjourn the LBAE meeting at 7:25pm on 04-25-19. Second by Fletcher. Motion passed 5-0.**

**GREENWOOD LBAE APPROVED CHANGES 04-25-19**

		PT	2018 LAND	2018 BLDG	2018 TOTAL	2019 LAND	2019 BLDG	2019 TOTAL	LBAE ACTION	LBAE CHG	% CHG
Attema	20915 Oak Lane	RL	\$ 383,000	\$ 600,000	\$ 983,000	\$ 360,000	\$ 574,000	\$ 934,000	\$ 925,000	\$ (9,000)	-1%
Bean	21945 Minnetonka Blvd	RL	\$ 831,000	\$ 441,000	\$ 1,272,000	\$ 874,000	\$ 469,000	\$ 3,277,000	\$ 3,277,000	\$ -	0%
Burton	5150 Meadville St	RL	\$ 1,482,000	\$ 179,000	\$ 1,661,000	\$ 1,607,000	\$ 179,000	\$ 1,786,000	\$ 1,768,000	\$ (18,000)	-1%
Connor	21650 Fairview St	S	\$ 1,254,000	\$ 335,000	\$ 1,589,000	\$ 1,394,000	\$ 352,000	\$ 1,746,000	\$ 1,538,000	\$ (208,000)	-12%
Fronius	5140 Meadville Street	RL	\$ 709,000	\$ 20,000	\$ 729,000	\$ 803,000	\$ 20,000	\$ 823,000	\$ 823,000	\$ -	0%
Hanna	4960 Meadville Street	RL	\$ 912,000	\$ 25,000	\$ 937,000	\$ 1,008,000	\$ 25,000	\$ 1,033,000	\$ 1,033,000	\$ -	0%
Jonikas	4930 Meadville	RL	\$ 1,330,000	\$ 631,000	\$ 1,961,000	\$ 1,501,000	\$ 629,000	\$ 2,130,000	\$ 2,062,000	\$ (68,000)	-3%
Marti	4758 Lyman Court	R	\$ 370,000	\$ 463,000	\$ 833,000	\$ 370,000	\$ 486,000	\$ 856,000	\$ 856,000	\$ -	0%
Murphy	5135 Weeks Rd	RL	\$ 2,184,000	\$ 551,000	\$ 2,735,000	\$ 2,407,000	\$ 493,000	\$ 2,900,000	\$ 2,755,000	\$ (145,000)	-5%
Netland	20980 Channel Dr	RL	\$ 1,025,000	\$ 759,000	\$ 1,784,000	\$ 1,130,000	\$ 806,000	\$ 1,936,000	\$ 1,843,000	\$ (93,000)	-5%
Polk	4660 Linwood Circle	S	\$ 2,090,000	\$ 20,000	\$ 2,110,000	\$ 2,440,000	\$ 966,000	\$ 3,406,000	\$ 3,147,000	\$ (259,000)	-8%
Rodriguez	21925 Byron Circle	RL	\$ 887,000	\$ 751,000	\$ 1,638,000	\$ 984,000	\$ 744,000	\$ 1,728,000	\$ 1,728,000	\$ -	0%
Rogers	5540 Maple Heights Road	RL	\$ 1,185,000	\$ 603,000	\$ 1,788,000	\$ 1,306,000	\$ 677,000	\$ 1,983,000	\$ 1,983,000	\$ -	0%
Setterholm	5250 Meadville Street	RL	\$ 1,501,000	\$ 240,000	\$ 1,741,000	\$ 2,014,000	\$ 116,000	\$ 2,130,000	\$ 2,064,000	\$ (66,000)	-3%
Sevey	4926 Meadville Street	RL	\$ 1,705,000	\$ 66,000	\$ 1,771,000	\$ 2,093,000	\$ 25,000	\$ 2,118,000	\$ 1,950,000	\$ (168,000)	-8%
Stuessi	5000 Meadville Street	RL	\$ 1,330,000	\$ 25,000	\$ 1,355,000	\$ 1,501,000	\$ 25,000	\$ 1,526,000	\$ 1,495,000	\$ (31,000)	-2%
Trautz	4950 Meadville Street	S	\$ 1,600,000	\$ 51,000	\$ 1,651,000	\$ 1,928,000	\$ 30,000	\$ 1,958,000	\$ 1,958,000	\$ -	0%
Trautz	Address Unassigned								\$ 90,000	\$ -	0%
									<b>TOTAL CHANGE \$ (1,065,000)</b>		

# MINUTES

## Greenwood City Council Meeting

Wednesday, May 1, 2019

20225 Cottagewood Road, Deephaven, MN 55331



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

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

Members Present: Mayor Kind; Councilmembers Kristi Conrad, Bill Cook, Tom Fletcher, Rob Roy

Staff Members Present: City Zoning Administrator Dale Cooney

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

### 2. CONSENT AGENDA

A. Approve: 04-03-19 City Council Meeting Minutes

B. Approve: Mar Cash Summary Report

C. Approve: Mar Certificates of Deposit Report

D. Approve: Apr Verifieds, Check Register, Electronic Fund Transfers

E. Approve: May Payroll Register

F. Approve: Contract for Loose Weed Removal

**Consent Agenda Motion: Approve the proposal from Dive Guys to provide ongoing removal of loose weeds that at the city docks and Meadville boat launch during the summer of 2019 to be paid from the city marina fund.**

G. Approve: Public Access Procedures

H. Approve: 1st Reading, Waive 2nd Reading, Ord 288 Amending Time to Record Subdivisions

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

### 3. MATTERS FROM THE FLOOR

A. None

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

A. Presentation: Senator Osmek, Legislative Update

*Senator Osmek was unable to attend the 05-01-19 council meeting.*

B. Quarterly Report: Chief Mike Meehan, South Lake Minnetonka Police Department

*Chief Meehan was unable to attend the 05-01-19 council meeting.*

C. City Engineer: Dave Martini, 2019 Engineering Projects

*Mr. Martini was unable to attend the 05-01-19 council meeting. Public works committee member, Councilman Cook, shared an update instead. View the update at LMCC-TV.org.*

D. Announcement: Spring Clean-Up Day is 05-18-19 (items need to be curbside by 7am)

*View the announcement at LMCC-TV.org.*

### 5. PUBLIC HEARINGS

A. None

### 6. ACTION RELATED TO PUBLIC HEARINGS

A. None

7. PLANNING & ZONING ITEMS

- A. Consider: Res 21-19, Conditional Use Permit Findings, McQuinn, 4900 Meadville Street

**Motion by Cook that the city council adopts resolution 21-19 laying out the findings of fact APPROVING the conditional use permit request of Alvin E. McQuinn Revocable Trust, 4900 Meadville Street, with revisions as discussed. I further move the council directs the city staff 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 Roy. Motion passed 4-1 with Fletcher voting nay.**

- B. Consider: Res 22-19, Variance Findings and Res 23-19, Conditional Use Permit Findings, Krezowski, 5130 Meadville Street

**Motion by Fletcher that the city council (1) adopts the update of resolution 22-19 presented at the council meeting that lays out the findings of fact APPROVING the setback, building volume, and side yard wall height requests, and DENYING the impervious surface variance request, and (2) directs the staff 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.**

**Motion by Fletcher that the city council (1) adopts the update of resolution 23-19 presented at the council meeting that lays out the findings of fact APPROVING the grading conditional use permit request of Mark and Katharine Krezowski for 5130 Meadville Street with revisions as discussed, and (2) directs the staff 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.**

8. UNFINISHED BUSINESS

- A. None

9. NEW BUSINESS

- A. None

10. OTHER BUSINESS

- A. None

11. COUNCIL REPORTS

- A. Conrad: Planning Commission

**No council action taken. View report at LMCC-TV.org.**

- B. Cook: Lake Minnetonka Conservation District, Public Works Committee, St. Alban's Lake Improvement District

**No council action taken. View report at LMCC-TV.org.**

- C. Fletcher: Lake Minnetonka Communications Commission, Fire, Administrative Committee

**No council action taken. View report at LMCC-TV.org.**

- D. Kind: Police, Administrative Committee, Mayors' Meetings, Website

**No council action taken. View report at LMCC-TV.org.**

- E. Roy: Minnetonka Community Education

**No council action taken. View report at LMCC-TV.org.**

12. ADJOURNMENT

**Motion by Roy to adjourn the meeting at 8:27pm. Second by Cook. Motion passed 5-0.**

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

## GREENWOOD CERTIFICATES OF DEPOSIT

Report Date 4/30/19

Acct #	Bank	Date	Term	Maturity	Rate	Amount
x237	Bridgewater Bank	11/08/18	18 Month	05/08/20	2.48%	\$ 131,631.60
x238	Bridgewater Bank	03/08/19	18 Month	09/08/20	2.82%	\$ 131,620.46
x239	Bridgewater Bank	05/08/18	12 Month	05/08/19	1.74%	\$ 131,717.96
x240	Bridgewater Bank	05/08/18	16 Month	09/08/19	1.74%	\$ 131,717.96
x241	Bridgewater Bank	05/08/18	18 Month	11/08/19	2.08%	\$ 132,055.41
x242	Bridgewater Bank	05/08/18	22 Month	03/08/20	2.08%	\$ 132,055.41
<b>TOTAL</b>						<b>\$ 790,798.80</b>

### CITY COUNCIL POLICY

09-03-14 Motion by Roy to authorize the administrative committee to open CDs with a maximum initial maturity of 25 months with a combined maximum total CD balance of \$500,000 at Alerus Bank or Bridgewater Bank. Second by Cook. Motion passed 5-0.

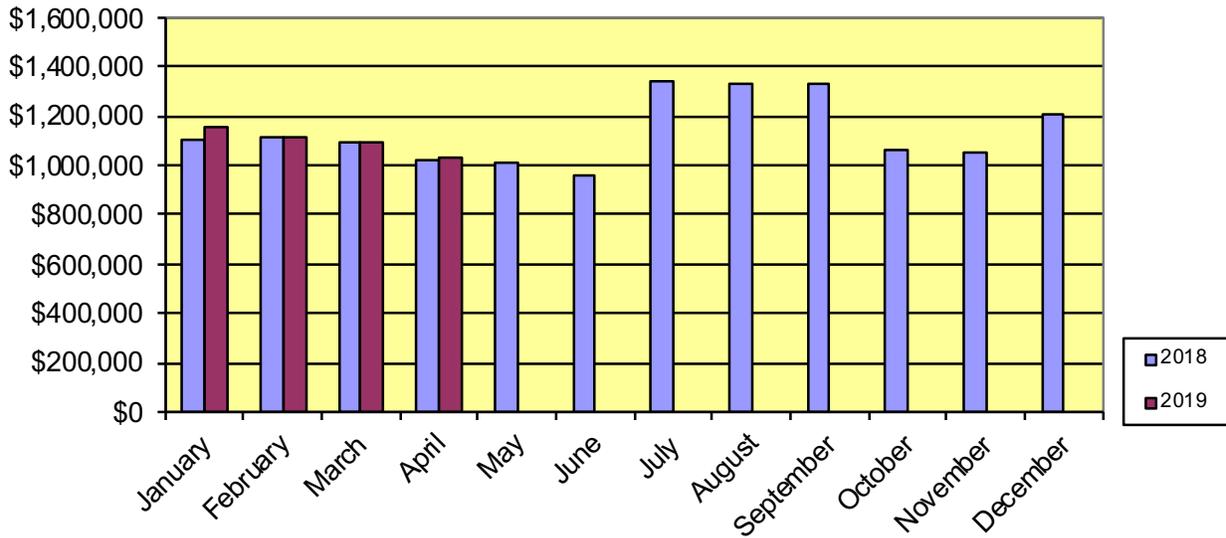
11-02-16 Motion by Fletcher that the city council authorizes an increase from \$500,000 to \$600,000 for the city's maximum balance of certificate of deposit. Second by Roy. Motion passed 5-0.

10-04-17 Motion by Fletcher that the city council approves the August Certificates of Deposit Report and increases the maximum combined balance for Certificates of Deposit from \$600,000 to \$700,000. Second by Kind. Motion passed 4-0.

05-02-18 Motion by Conrad that the Greenwood city council (1) authorizes the administrative committee to move forward with the Bridgewater Bank CD staging concept; and (2) authorizes a maximum of \$800,000 to be invested in CDs. Second by Quam. Motion passed 5-0.

04-03-19 Motion by Fletcher to raise the allowable certificate of deposits balance to \$900,000 to allow for interest growth. Second by Conrad. Motion passed 4-0.

### City of Greenwood Monthly Cash Summary



Month	2018	2019	Variance with Prior Month	Variance with Prior Year
January	\$1,109,319	\$1,160,255	-\$50,044	\$50,936
February	\$1,112,677	\$1,113,218	-\$47,037	\$541
March	\$1,093,832	\$1,093,116	-\$20,102	-\$716
April	\$1,026,926	\$1,035,438	-\$57,678	\$8,512
May	\$1,015,367		-\$1,035,438	-\$1,015,367
June	\$963,832		\$0	-\$963,832
July	\$1,343,594		\$0	-\$1,343,594
August	\$1,334,231		\$0	-\$1,334,231
September	\$1,336,282		\$0	-\$1,336,282
October	\$1,063,710		\$0	-\$1,063,710
November	\$1,056,473		\$0	-\$1,056,473
December	\$1,210,299		\$0	-\$1,210,299

Bridgewater Bank Checking	\$24,239
Bridgewater Bank Money Market	\$220,400
Bridgewater Bank CD's	\$790,799
	<b>\$1,035,438</b>

<b><u>ALLOCATION BY FUND</u></b>	
General Fund	\$306,814
Special Project Fund	\$13,351
General Fund Designated for Parks	\$14,580
Bridge Capital Project Fund	\$181,274
Road Improvement Fund	(\$6,991)
Stormwater Fund	\$32,746
Sewer Enterprise Fund	\$378,578
Marina Enterprise Fund	\$115,136
	<b>\$1,035,438</b>

Pay Per Date	Jrnl	Check Date	Check Number	Payee	Emp No	Description	GL Account	Amount
06/01/19	PC	06/01/19	6011901	CONRAD, KRISTI	39		001-10101	286.53
06/01/19	PC	06/01/19	6011902	COOK, WILLIAM B.	37		001-10101	286.53
06/01/19	PC	06/01/19	6011903	Fletcher, Thomas M	33		001-10101	186.53
06/01/19	PC	06/01/19	6011904	Kind, Debra J.	34		001-10101	429.80
06/01/19	PC	06/01/19	6011905	ROY, ROBERT J.	38		001-10101	286.53
Grand Totals:								<u>1,475.92</u>

Check Issue Date(s): 05/01/2019 - 05/31/2019

Per	Date	Check No	Vendor No	Payee	Check GL Acct	Amount
05/19	05/08/2019	11251	10	AMERICAN SOLUTIONS FOR BUSINES	101-20100	153.10
05/19	05/08/2019	11252	9	CITY OF DEEPHAVEN	101-20100	7,085.61
05/19	05/08/2019	11253	315	DOCK & LIFT INC.	605-20100	1,800.00
05/19	05/08/2019	11254	822	ECM PUBLISHERS INC	101-20100	202.30
05/19	05/08/2019	11255	818	EXCELSIOR - LAKE MTKA CHAMBER	101-20100	1,500.00
05/19	05/08/2019	11256	68	GOPHER STATE ONE CALL	602-20100	52.65
05/19	05/08/2019	11257	262	HENNEPIN COUNTY RECORDER	101-20100	46.00
05/19	05/08/2019	11258	850	KENNEDY, GRAVEN, CHARTERED	101-20100	82.50
05/19	05/08/2019	11259	886	KENNETH N. POTTS, P.A.	101-20100	400.00
05/19	05/08/2019	11260	38	SO LAKE MINNETONKA POLICE DEPT	101-20100	16,455.82
05/19	05/08/2019	11261	145	XCEL ENERGY	101-20100	21.19
Totals:						<u>27,799.17</u>

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

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

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

Vendor	Vendor Name	Invoice No	Description	Inv Date	Net Inv Amt
<b>AMERICAN SOLUTIONS FOR BUSINES</b>					
10	AMERICAN SOLUTIONS FOR BU	INV04090847	500 LASER CHECKS	04/17/2019	153.10
Total AMERICAN SOLUTIONS FOR BUSINES					153.10
<b>CITY OF DEEPAHVEN</b>					
9	CITY OF DEEPAHVEN	MAY 2019	RENT & EQUIPMENT	05/01/2019	487.45
			Postage		30.70
			COPIES		112.90
			SEWER		806.08
			SNOW PLOWING/SANDING/SALT		925.44
			STREETS		100.76
			Clerk Services		4,041.00
			ZONING		581.28
Total CITY OF DEEPAHVEN					7,085.61
<b>DOCK &amp; LIFT INC.</b>					
315	DOCK & LIFT INC.	340164	INSTALL FLOATING DOCK	04/23/2019	1,800.00
Total DOCK & LIFT INC.					1,800.00
<b>ECM PUBLISHERS INC</b>					
822	ECM PUBLISHERS INC	685508	LEGAL NOTICE	04/11/2019	77.35
		685509	LEGAL NOTICE	04/11/2019	77.35
		689491	LEGAL NOTICE	04/25/2019	47.60
Total ECM PUBLISHERS INC					202.30
<b>EXCELSIOR - LAKE MTKA CHAMBER</b>					
818	EXCELSIOR - LAKE MTKA CHAM	04 06 19	JULY 4TH CONTRIBUTION	04/06/2019	1,500.00
Total EXCELSIOR - LAKE MTKA CHAMBER					1,500.00
<b>GOPHER STATE ONE CALL</b>					
68	GOPHER STATE ONE CALL	9040430	Gopher State calls	04/30/2019	52.65
Total GOPHER STATE ONE CALL					52.65
<b>HENNEPIN COUNTY RECORDER</b>					
262	HENNEPIN COUNTY RECORDER	05 02 19	RECORDING FEES	05/02/2019	46.00
Total HENNEPIN COUNTY RECORDER					46.00
<b>KENNEDY, GRAVEN, CHARTERED</b>					
850	KENNEDY, GRAVEN, CHARTERED	03 31 19	LEGAL SERVICES	03/31/2019	82.50
Total KENNEDY, GRAVEN, CHARTERED					82.50
<b>KENNETH N. POTTS, P.A.</b>					
886	KENNETH N. POTTS, P.A.	05 02 19	PROSECUTION SVCS	05/02/2019	400.00
Total KENNETH N. POTTS, P.A.					400.00
<b>SO LAKE MINNETONKA POLICE DEPT</b>					
38	SO LAKE MINNETONKA POLICE	APRIL 17 2019	COURT OVERTIME	04/17/2019	121.57
		MAY 2019	2019 OPERATING BUDGET	05/01/2019	16,334.25

Vendor	Vendor Name	Invoice No	Description	Inv Date	Net Inv Amt
					<u>16,455.82</u>
	Total SO LAKE MINNETONKA POLICE DEPT				
<b>XCEL ENERGY</b>					
145	XCEL ENERGY	04 25 19	SIREN	04/25/2019	3.92
			Sleepy Hollow Road *		8.64
			4925 MEADVILLE STREET *		8.63
					<u>21.19</u>
	Total XCEL ENERGY				

Total Paid: 27,799.17  
Total Unpaid: -  
Grand Total: 27,799.17



**Agenda Number: 2G**

**Agenda Date: 06-05-19**

*Prepared by Deb Kind*

**Agenda Item:** Consider Excelsior Park & Dock Patrol Proposal

**Summary:** This is a routine request regarding South Lake Minnetonka Police Department providing seasonal police service to the city of Excelsior for their parks and docks. Attached is Chief Meehan's memo regarding the service. Excelsior will pay for all costs associated with the seasonal service. The joint powers agreement requires that all member cities approve supplemental services.

If the city council wishes to discuss this topic further, it will need to be removed from the consent agenda.

**Consent Agenda Motion:**

I move the city council approves the plan for South Lake Minnetonka Police Department to provide 2019 park and dock patrol services for the city of Excelsior.



# South Lake Minnetonka Police Department

**TO:** City of Excelsior  
City of Shorewood  
City of Tonka Bay  
City of Greenwood

**FROM:** Chief Mike Meehan

**DATE :** April 11<sup>th</sup>, 2019

**RE:** 2019 Excelsior Park & Dock Patrol

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Since the early 1980's, the City of Excelsior has contracted with the South Lake Minnetonka Police Department (SLMPD) for park and dock patrol services. The Joint Powers Agreement allows member cities to contract with the SLMPD for additional services, as long as the proposed services do not use existing SLMPD staffing hours. All costs are the responsibility of the contracting city and the other member cities must approve the agreement.

In 2019, we are expanding the park & dock program to include parking enforcement to include some special events in Excelsior: the Homecoming parade, the Halloween Parade, Christkindlsmarkt, Luck O' the Lake, and Ice Castles as needed.

Please submit the proposed Park and Dock agreement between the City of Excelsior and the SLMPD on the agenda for approval at the next city council meeting.

Attached is a breakdown of the proposed 2019 Park and Dock Patrol budget.

Please contact me if you have any questions or concerns.



# SOUTH LAKE MINNETONKA POLICE DEPARTMENT

## Excelsior Park and Dock Patrol Services

### 2019 Summer Season

#### SLMPD Proposal - Projected Budget

Part-Time Seasonal Positions	Projected Hours 2019	Hourly Rate Total	Total Amount
<b>Park Police Officer</b> <i>Licensed Police Officer Position - Patrol Commons            Park and Central Business/Residential Areas</i>	285	\$33.75	\$9,619
<b>Park Service Officer - Commons Park</b> <i>Civilian Position - Patrol Commons Park and Adjacent            Residential/Business Areas</i>	440	\$20.08	\$8,835
<b>Park Service Officer - Municipal Docks</b> <i>Civilian Position - Patrol Port of Excelsior and            Municipal Docks</i>	295	\$20.08	\$5,924
<b>Total</b>	<b>1,020</b>		<b>\$24,378</b>
<b>Projected Budget - 2019 Season*</b>	<b>1,020</b>		<b>\$24,378</b>
<b>Actual Total Cost - 2018 Season*</b>	<b>928</b>		<b>\$20,252</b>

\*Included Uniforms, Gear & Training



**Agenda Number: 2H**

**Agenda Date: 06-05-19**

*Prepared by Deb Kind*

**Agenda Item:** Consider Lake Minnetonka Conservation District 2020 Budget

**Summary:** The LMCD board approves the budget with input from the cities, but the cities do not take official action on the budget. The budget is certified to the state by July 1 each year.

Greenwood's share of the LMCD budget is proposed to increase from \$7090 in 2019 to \$7077 in the 2019 budget. This represents a -0.2% decrease for Greenwood.

If the council wishes to have a discussion regarding the LMCD budget, this item needs to be removed from the consent agenda.

**Consent Agenda Motion:**

I move that the Greenwood city council (1) expresses **support** for the 2020 Lake Minnetonka Conservation District budget as proposed; and (2) directs that a copy of this motion be sent to the LMCD executive director.



# LAKE MINNETONKA CONSERVATION DISTRICT

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

**DATE:** May 24, 2019

**TO:** LMCD Member City Managers/Administrators & Mayors

**FROM:** Gregg Thomas, Chair  
Bill Cook, Treasurer  
Gary Hughes, Board Member  
Vickie Schleuning, Executive Director 

**CC:** LMCD Board Members

**SUBJECT:** Preliminary 2020 LMCD Budget

A copy of the preliminary 2020 Lake Minnetonka Conservation District (LMCD) Budget is enclosed. You are invited to attend an informational and comment session scheduled for Wednesday June 5, 2019, at 11 a.m. at the LMCD office, 5341 Maywood Rd, Mound.

By State statute, the allocation of levy to the 14 member cities is based on their percentage of the total net tax capacity, with no city paying greater than 20% of the overall levy. The LMCD Board performed a detailed analysis of our budget, resulting in projected expenses and revenues for 2020. An increase of 1.1% in our budget is anticipated, which results in a city levy increase of 2.4%. The city levy amount is less than the maximum levy allowed by state law. Each city's percentage of levy increase varies in relation to taxable market values (as required by statute). Because some cities experience greater yearly gains in Total Taxable Market Value, the distribution of levy also changes.

One objective during budget preparation was to ensure a balanced budget. Many factors were considered to achieve this goal, such as increasing revenue and decreasing costs. Although revenues over the past few years have decreased primarily due to loss of grants and unpredictable fines, the LMCD, in partnership with stakeholders and volunteers, continues to provide essential services to enhance the Lake Minnetonka experience, including creating a Lake Vegetation and AIS Master Plan, offering boater safety education, reorganizing our Code of Ordinances so they are easier to understand and implement, and continuing to promote and ensure safety on the Lake.

Because many agency budgets are considered on a calendar year basis, some budget information was not available during this budget preparation. Therefore, while the LMCD continues to review all aspects of our budget, the preliminary budget is based on historical analysis and projections.

A chart is included that shows the historical LMCD budget and city levy amounts from 2009 to Preliminary 2020 Budget. This chart indicates a trend of minimal changes over the years to the LMCD budget and city levy. The following is a highlight of the Preliminary 2020 LMCD Budget.

### Revenues

Overall increase in revenues in the following areas:

- **Service Fees.** Decrease of \$5,000 (4.3%) compared to recent years if number of applications and projects decline to more typical historical levels.
- **Municipal Levy.** Increase of \$8,499, (2.4%) total, reflecting some adjustments for past decreases and anticipated increases in annual costs.
- **Continue High Target for Save the Lake Fund.** Maintain current levels target for contributions for value added activities through the Save the Lake Fund for specific initiatives.
- **Court Fines.** Decrease of \$5,000 (10%) due to variability of revenue source.

### Expenses

Overall decrease in expenses in the following areas:

- **Legal Fees.** Decrease of \$10,000 (11.8%) due to anticipated reduction in application and completion of recodification.
- **AIS Management.** Increase of \$5,300 (11.9%) for management of AIS activities.
- **Personnel Services.** Increase of \$44,000 (15.7%) to reflect workload needs including new part time hire, additional staff hours including compensation to provide services. This item reflects the labor costs for AIS and the harvesting program.
- **Office Supplies.** Decrease of \$4,200 (6.2%) in office supplies due to some gained efficiencies, engagement activities, and other lake initiatives.

Please refer to the *2020 Budget Summary*, indicating the history of the revenues and expenses from 2015 to the Preliminary 2020 Budget. In addition, the *City Levy Share* chart shows the distribution of city levy based on the Preliminary 2020 Budget.

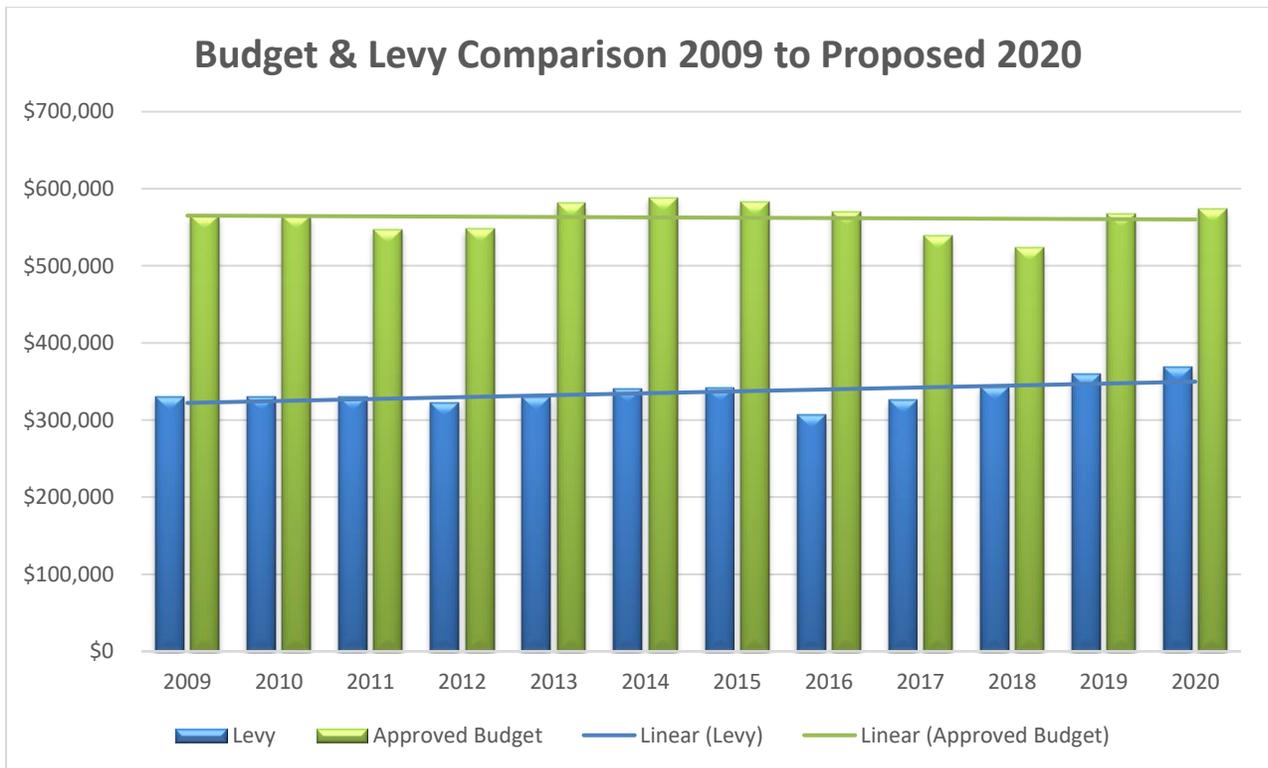
The LMCD would appreciate your input. We hope you can attend the informational session scheduled for Wednesday, June 5, 2019, at 11 a.m. at the LMCD office. Please contact Executive Director Vickie Schleuning or your member city representative if you would like to discuss the Preliminary 2020 LMCD Budget or to review LMCD activities and projects. Review and approval of the budget by the LMCD Board is scheduled for the June 12, 2019 meeting.

### **ATTACHMENTS**

- I. Budget and Levy Comparison 2009 Through Preliminary 2020
- II. 2020 All Funds Budget Summary
- III. City Levy Share

**I. Budget and Levy Comparison 2009 Through Preliminary 2020**

Since 2009, the trend line indicates the LMCD budget has slightly decreased and the city levy has minimally increased. The 2020 proposed levy is \$368,500; the maximum levy by State law is \$604,890.



LMCD Member Cities- Preliminary 2020 Budget

May 24, 2019

Page 4 of 6

**II. 2020 All Funds Budget Summary**

LAKE MINNETONKA CONSERVATION DISTRICT (LMCD)									
STATEMENT OF REVENUE, EXPENDITURES, AND CHANGES IN FUND BALANCES- SUMMARY									
ACTUALS FOR 2015-2018, BUDGET FOR 2019, AND PROPOSED BUDGET 2020									
								Preliminary	
		2015	2016	2017	2018	2019	2019	2020	2020
		Actual	Actual	Actual	Actual	Budget	Forecast	Budget	% Inc.
<b>REVENUES</b>									
1	Admin Municipal Dues	\$ 247,992	\$ 235,866	\$ 253,456	\$ 271,269	\$ 280,000	\$ 280,000	\$ 286,500	2.3%
2	AIS Municipal Dues	\$ 94,500	\$ 70,999	\$ 66,795	\$ 75,534	\$ 80,000	\$ 80,000	\$ 82,000	2.5%
3	Grants and rebates	\$ 54,000	\$ 14,015	\$ 20,995	\$ 28,830	\$ 1,000	\$ 1,000	\$ 2,000	100.0%
4	Interest and other	\$ 4,455	\$ 3,793	\$ 1,158	\$ 3,706	\$ 1,200	\$ 2,000	\$ 3,000	150.0%
5	Licenses and Permits	\$ 107,510	\$ 112,979	\$ 118,149	\$ 115,590	\$ 115,000	\$ 110,000	\$ 110,000	-4.3%
6	Court Fines	\$ 33,974	\$ 35,598	\$ 80,908	\$ 42,967	\$ 50,000	\$ 45,000	\$ 45,000	-10.0%
7	Donations	\$ 50,757	\$ 21,425	\$ 29,978	\$ 35,877	\$ 40,000	\$ 40,000	\$ 45,000	12.5%
8	Transfers In	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 36,000	\$ -	
	<b>TOTAL REVENUES</b>	<b>\$ 593,188</b>	<b>\$ 494,675</b>	<b>\$ 571,439</b>	<b>\$ 573,773</b>	<b>\$ 567,200</b>	<b>\$ 594,000</b>	<b>\$ 573,500</b>	<b>1.1%</b>
<b>EXPENSES</b>									
9	Personnel Services	\$ 281,849	\$ 296,900	\$ 235,542	\$ 259,300	\$ 281,000	\$ 272,500	\$ 325,000	15.7%
10	Office and Supplies	\$ 53,533	\$ 51,804	\$ 57,613	\$ 48,720	\$ 67,700	\$ 58,000	\$ 63,500	-6.2%
11	Legal	\$ 90,651	\$ 98,449	\$ 97,268	\$ 75,500	\$ 85,000	\$ 70,000	\$ 75,000	-11.8%
12	Admin Professional Services	\$ 28,768	\$ 16,509	\$ 20,582	\$ 20,700	\$ 20,000	\$ 17,500	\$ 20,000	0.0%
13	AIS Prevention Program (Inspections)	\$ 37,571	\$ 25,148	\$ 31,663	\$ 10,000	\$ -	--	--	0.0%
14	AIS Management (harvesting, equipment and repair)	\$ 48,251	\$ 56,103	\$ 50,969	\$ 50,000	\$ 44,700	\$ 10,000	\$ 50,000	11.9%
15	Equipment Replacement	\$ 786	\$ 744	\$ 1,220	\$ -	\$ 5,000	\$ 5,000		
16	STL Grants and Programs	\$ 67,233	\$ 42,800	\$ 35,307	\$ 34,625	\$ 40,000	\$ 36,000	\$ 40,000	0.0%
17	Budget Amendment						\$ 100,000		
18	Pending Communication/Engagement Amendment						\$ 25,000		
19	Transfers Out	\$ 38,192	\$ -	\$ 15,000	\$ -	\$ -	\$ -		
20	Other					\$ 23,800			
	<b>TOTAL EXPENDITURES</b>	<b>\$ 646,834</b>	<b>\$ 588,457</b>	<b>\$ 545,164</b>	<b>\$ 498,845</b>	<b>\$ 567,200</b>	<b>\$ 594,000</b>	<b>\$ 573,500</b>	<b>1.1%</b>
<b>EXCESS REVENUES (EXPENDITURES)</b>		<b>\$ (53,646)</b>	<b>\$ (93,782)</b>	<b>\$ 26,275</b>	<b>\$ 74,928</b>	<b>0</b>	<b>0</b>	<b>0</b>	

See Budget Notes for more details.

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**Budget Notes**

1	Administration dues were increased to reflect the higher annual costs and when coupled with the AIS dues generate a 2.4% increase in total dues.
2	See #1 above.
3	Grants are often pass through items that show up in equal amounts in the income and expense line, and so are not included in the budget. Rebates are included in typical amounts.
4	Interest and other income are increased to reflect changes in the market and to better identify those income amounts within the budget framework.
5	License and Permit fees are expected to decline from the 2019 budget and are presented at a slightly lower level.
6	Court fines are also expected to slightly decline.
7	Donations are anticipated to increase slightly.
8	Transfers in are from the reserve funds if shown.
9	Personnel services have been increased to reflect workload needs including new part time hire, additional staff hours including compensation to provide services. This item also reflects the labor costs for AIS and the harvesting program.
10	Office and supplies was increased beyond the 2019 forecast to provide resources to produce routine communication mailings and education pieces.
11	Legal includes both the administrative and prosecution fees. Legal fees are anticipated to decline subject to fewer applications and conclusion of the recodification process in 2019.
12	Professional Services primarily includes the cost of producing and broadcasting the Board Meeting, Audit fees, and IT consulting fees.
13	AIS Prevention Program is primarily the watercraft inspection program that LMCD has funded in recent years through grants received and passed thru to other contractors such as the Three Rivers Park District for inspection services.
14	Harvesting Program is the removal and disposal of aquatic invasive vegetation such as CLP and EWM from navigation areas. This budget includes the operation of two harvesters and/or a combination of three on-lake machines during the season. Labor for this activity is included in item 8 above.
16	STL are the Save the Lake Grants that are funded from contributions and donations received from the STL program.
	STL programs fund the ongoing Solar Light Program, Boater Safety Training Classes, and other lake protection and safety programs.
	Note: Contingency items have been removed as a budget line item.

III. City Levy Share

 <b>LAKE MINNETONKA CONSERVATION DISTRICT                  2020 BUDGET AND LEVY                  (Preliminary)</b>										
City	2010 U.S. Census Population Data	2018 Estimated Market Value	2018 Net Tax Capacity	% of Total Net Tax Capacity (Note 1)	Share of Admin. Levy in 2020	Share of AIS Levy in 2020	Share of Total Levy in 2020	Share of Total Levy in 2019	Increase in Total Levy from 2019	% of Increase from 2019
DEEPHAVEN	3,642	\$ 1,333,004,600	\$ 15,200,500	5.2%	\$20,058	\$5,741	<b>\$25,798</b>	\$25,011	\$787	3.1%
EXCELSIOR	2,188	\$ 516,736,300	\$ 6,478,840	2.2%	\$8,549	\$2,447	<b>\$10,996</b>	\$10,705	\$291	2.7%
GREENWOOD	688	\$ 357,528,800	\$ 4,169,912	1.4%	\$5,502	\$1,575	<b>\$7,077</b>	\$7,090	-\$13	-0.2%
MINNETONKA	49,734	\$ 9,753,137,900	\$ 119,368,272	40.7%	\$57,300	\$16,400	<b>\$73,700</b>	\$72,000	\$1,700	2.4%
MTKA BEACH	539	\$ 349,429,200	\$ 4,129,486	1.4%	\$5,449	\$1,560	<b>\$7,009</b>	\$7,072	-\$63	-0.9%
MINNETRISTA	6,384	\$ 1,721,304,900	\$ 18,429,850	6.3%	\$24,319	\$6,960	<b>\$31,279</b>	\$30,006	\$1,273	4.2%
MOUND	9,052	\$ 1,343,543,500	\$ 13,917,172	4.7%	\$18,364	\$5,256	<b>\$23,620</b>	\$22,231	\$1,389	6.2%
ORONO	7,437	\$ 3,028,344,800	\$ 34,672,468	11.8%	\$45,752	\$13,095	<b>\$58,846</b>	\$58,275	\$571	1.0%
SHOREWOOD	7,307	\$ 1,766,719,600	\$ 19,513,805	6.7%	\$25,749	\$7,370	<b>\$33,119</b>	\$32,858	\$261	0.8%
SPRING PARK	1,669	\$ 296,511,500	\$ 3,539,464	1.2%	\$4,670	\$1,337	<b>\$6,007</b>	\$5,804	\$203	3.5%
TONKA BAY	1,475	\$ 589,670,500	\$ 6,730,124	2.3%	\$8,881	\$2,542	<b>\$11,422</b>	\$11,641	-\$219	-1.9%
VICTORIA	7,345	\$ 1,538,972,100	\$ 15,947,289	5.4%	\$21,043	\$6,023	<b>\$27,066</b>	\$25,554	\$1,512	5.9%
WAYZATA	3,688	\$ 2,082,362,500	\$ 27,221,786	9.3%	\$35,920	\$10,281	<b>\$46,201</b>	\$45,392	\$809	1.8%
WOODLAND	437	\$ 318,203,900	\$ 3,746,561	1.3%	\$4,944	\$1,415	<b>\$6,359</b>	\$6,362	-\$3	-0.1%
	101,585	\$ 24,995,470,100	\$ 293,065,529	100.0%	\$286,500	\$82,000	<b>\$368,500</b>	\$360,001	\$8,499	2.4%
Maximum Levy Per MN statute 103B.635 (Total Taxable Market Value * 0.00242%):								\$604,890		
<b>(Note 1)</b> Per MN statute 103B.631, no city may pay more than 20% of the total levy. The City of Minnetonka would pay a constant 20% of any amounts to be levied.										
Remaining cities factor for determining levy amounts is computed as: (City Net Tax Capacity / ( Total Net Tax Capacity - Minnetonka Net Tax Capacity ) ) * 80%										
Total Net Tax Capacity			293,065,529							
less Minnetonka Net Tax Capacity			(119,368,272)							
Net Tax Capacity for remaining 13 cities			173,697,257							



**Agenda Item:** 1st & 2nd Reading, Ord 289, Franchise Agreement with Centerpoint Energy

**Summary:** The city's 2003 franchise agreement with Centerpoint Energy has expired. Attached is the updated agreement that is identical to Deephaven's approved agreement. If the city council wishes to discuss the agreement or hold a 2nd reading in July, it must be removed from the consent agenda.

**Timeline:**

- 06-05-19 City council considers 1st reading of the ordinance (may make revisions / may waive 2nd reading).
- 06-06-19 If the 2nd reading is waived, the ordinance is submitted to the Sun-Sailor for publication.
- 06-13-19 If the 2nd reading is waived, the ordinance is published in the Sun-Sailor (goes into effect on this date).
- 07-09-19 City council considers 2nd reading of the ordinance (may make revisions).
- 07-10-19 The ordinance is submitted to the Sun-Sailor for publication.
- 07-18-19 The ordinance is published in the Sun-Sailor (goes into effect on this date).

**Consent Agenda Motion:**

I move the city council (1) approves the 1st reading of ordinance 289 granting a franchise to Centerpoint Energy; (2) waives the 2nd reading; (3) directs the ordinance be published the in the city's official newspaper; and (4) directs the cost of publishing be invoiced to Centerpoint Energy.

*Greenwood code section 1215 requires 2 readings of all ordinances prior to adoption. The 2nd reading shall be within 3 months of the 1st reading. There may be changes between the 1st and 2nd readings. The 2nd reading may be waived by a unanimous vote of city council members present at the meeting. In order to publish an ordinance by title and summary the ordinance must be approved by a 4/5ths vote. 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.*

ORDINANCE NO. 137

South  
no FF  
6-3-  
2018

CITY OF GREENWOOD, HENNEPIN COUNTY, MINNESOTA

AN ORDINANCE REPLACING SECTION 1300 GRANTING CENTERPOINT ENERGY MINNESGASCO, A DIVISION OF CENTERPOINT ENERGY RESOURCES CORPORATION, A DELAWARE CORPORATION, ITS SUCCESSORS AND ASSIGNS, A NONEXCLUSIVE FRANCHISE TO CONSTRUCT, OPERATE, REPAIR AND MAINTAIN FACILITIES AND EQUIPMENT FOR THE TRANSPORTATION, DISTRIBUTION, MANUFACTURE AND SALE OF GAS ENERGY FOR PUBLIC AND PRIVATE USE AND TO USE THE PUBLIC GROUND OF THE CITY OF GREENWOOD, MINNESOTA, FOR SUCH PURPOSE; AND, PRESCRIBING CERTAIN TERMS AND CONDITIONS THEREOF.

THE CITY COUNCIL OF THE CITY OF GREENWOOD, HENNEPIN COUNTY, MINNESOTA, ORDAINS:

**SECTION 1. DEFINITIONS.**

For purposes of this Ordinance, the following capitalized terms listed in alphabetical order shall have the following meanings:

**City.** The City of Greenwood, County of Hennepin, State of Minnesota.

**City Utility System.** Facilities used for providing public utility service owned or operated by City or agency thereof, including sewer, storm sewer, water service, street lighting and traffic signals, but excluding facilities for providing heating, lighting, or other forms of energy.

**Commission.** The Minnesota Public Utilities Commission, or any successor agency or agencies, including an agency of the federal government, which preempts all or part of the authority to regulate gas retail rates now vested in the Minnesota Public Utilities Commission.

**Company.** CenterPoint Energy Minnegasco, a division of CenterPoint Energy Resources Corporation, a Delaware corporation, its successors and assigns including all successors or assigns that own or operate any part or parts of the Gas Facilities subject to this franchise.

**Gas Facilities.** Gas transmission and distribution pipes, lines, ducts, fixtures, and all necessary equipment and appurtenances owned or operated by the Company for the purpose of providing gas energy for public or private use.

**Notice.** A writing served by any party or parties on any other party or parties. Notice to Company shall be mailed to CenterPoint Energy Minnegasco, V.P. Regulatory and Supply Service, 800 LaSalle Avenue, Minneapolis, MN 55402. Notice to the City shall be mailed to City of

Greenwood, 20225 Cottagewood Road, Greenwood, MN 55331. Any party may change its respective address for the purpose of this Ordinance by written notice to the other parties.

**Public Way.** Any street, alley or other public right-of-way within the City.

**Public Ground.** Land owned or otherwise controlled by the City for park, open space or similar public purpose, which is held for use in common by the public.

## **SECTION 2. ADOPTION OF FRANCHISE.**

2.1 **Grant of Franchise.** City hereby grants Company, for a period of 15 years from the date this Ordinance is passed and approved by the City, the right to import, manufacture, distribute and sell gas for public and private use within and through the limits of the City as its boundaries now exist or as they may be extended in the future. For these purposes, Company may construct, operate, repair and maintain Gas Facilities in, on, over, under and across the Public Ways and Public Grounds, subject to the provisions of this Ordinance. Company may do all reasonable things necessary or customary to accomplish these purposes, subject however, to such reasonable regulations as may be imposed by the City pursuant to ordinance or permit requirements and to the further provisions of this franchise agreement.

2.2 **Effective Date; Written Acceptance.** This franchise shall be in force and effect from and after its passage of this Ordinance and publication as required by law and its acceptance by Company. If Company does not file a written acceptance with the City within 60 days after the date the City Council adopts this Ordinance, or otherwise informs the City, at any time, that the Company does not accept this franchise, the City Council by resolution may revoke this franchise or seek its enforcement in a court of competent jurisdiction.

2.3. **Service and Gas Rates.** The service to be provided and the rates to be charged by Company for gas service in City are subject to the jurisdiction of the Commission.

2.4. **Publication Expense.** Company shall pay the expense of publication of this Ordinance.

2.5. **Dispute Resolution.** If either party asserts that the other party is in default in the performance of any obligation hereunder, the complaining party shall notify the other party of the default and the desired remedy. The notification shall be written. Representatives of the parties must promptly meet and attempt in good faith to negotiate a resolution of the dispute. If the dispute is not resolved within 30 days of the written notice, the parties may jointly select a mediator to facilitate further discussion. The parties will equally share the fees and expenses of this mediator. If a mediator is not used or if the parties are unable to resolve the dispute within 30 days after first meeting with the selected mediator, either party may commence an action in District Court to interpret and enforce this franchise or for such other relief as may be permitted by law or equity.

2.6. **Continuation of Franchise.** If the City and the Company are unable to agree on the terms of a new franchise by the time this franchise expires, this franchise will remain in effect until

a new franchise is agreed upon, or until 90 days after the City or the Company serves written Notice to the other party of its intention to allow the franchise to expire. However, in no event shall this franchise continue for more than one year after expiration of the 15-year term set forth in Section 2.1.

### **SECTION 3. LOCATION, OTHER REGULATIONS.**

3.1. **Location of Facilities.** Gas Facilities shall be located, constructed, and maintained so as not to interfere with the safety and convenience of ordinary travel along and over Public Ways and so as not to disrupt normal operation of any City Utility System. Gas Facilities may be located on Public Grounds as determined by the City. Company's construction, reconstruction, operation, repair, maintenance, location and relocation of Gas Facilities shall be subject to other reasonable regulations of the City consistent with authority granted the City to manage its Public Ways and Public Grounds under state law, to the extent not inconsistent with a specific term of this franchise.

3.2. **Street Openings.** Company shall not open or disturb the surface of any Public Way or Public Ground for any purpose without first having obtained a permit from the City, if required by a separate ordinance, for which the City may impose a reasonable fee. Permit conditions imposed on Company shall not be more burdensome than those imposed on other utilities for similar facilities or work. Company may, however, open and disturb the surface of any Public Way or Public Ground without a permit if (i) an emergency exists requiring the immediate repair of Gas Facilities and (ii) Company gives telephone, email or similar notice to the City before commencement of the emergency repair, if reasonably possible. Within two business days after commencing the repair, Company shall apply for any required permits and pay any required fees.

3.3. **Restoration.** After undertaking any work requiring the opening of any Public Way, the Company shall restore the Public Way in accordance with Minnesota Rules, part 7819.1100 and applicable City ordinances consistent with law. Company shall restore the Public Ground to as good a condition as formerly existed, and shall maintain the surface in good condition for six months thereafter. All work shall be completed as promptly as weather permits, and if Company shall not promptly perform and complete the work, remove all dirt, rubbish, equipment and material, and put the Public Ground in the said condition, the City shall have, after demand to Company to cure and the passage of a reasonable period of time following the demand, but not to exceed five days, the right to make the restoration of the Public Ground at the expense of Company. Company shall pay to the City the cost of such work done for or performed by the City. This remedy shall be in addition to any other remedy available to the City for noncompliance with this Section 3.3. The Company shall also post a construction performance bond consistent with the provisions of Minnesota Rules parts 7819.3000 and 7819.0100, subpart 6.

3.4. **Avoid Damage to Gas Facilities.** The Company must take reasonable measures to prevent the Gas Facilities from causing damage to persons or property. The Company must take reasonable measures to protect the Gas Facilities from damage that could be inflicted on the Facilities by persons, property, or the elements. The Company must take protective measures when the City performs work near the Gas Facilities, if given reasonable notice by the City of such work prior to its commencement.

3.5. **Notice of Improvements to Streets.** The City will give Company reasonable written Notice of plans for improvements to Public Ways where the City has reason to believe that Gas Facilities may affect or be affected by the improvement. The notice will contain: (i) the nature and character of the improvements, (ii) the Public Ways upon which the improvements are to be made, (iii) the extent of the improvements, (iv) the time when the City will start the work, and (v) if more than one-Public Way is involved, the order in which the work is to proceed. The notice will be given to Company a sufficient length of time, considering seasonal working conditions, in advance of the actual commencement of the work to permit Company to make any additions, alterations or repairs to its Gas Facilities the Company deems necessary.

3.6 **Mapping Information.** The Company must promptly provide complete and accurate mapping information for any of its Gas Facilities in accordance with the requirements of Minnesota Rules Parts 7819.4000 and 7819.4100.

#### **SECTION 4. RELOCATIONS.**

4.1. **Relocation in Public Ways.** The Company shall comply with Minnesota Rules, part 7819.3100 and applicable City ordinances consistent with law.

4.2. **Relocation in Public Grounds.** City may require Company at Company's expense to relocate or remove its Gas Facilities from Public Ground upon a finding by City that the Gas Facilities have become or will become a substantial impairment to the existing or proposed public use of the Public Ground. Relocation shall comply with applicable city ordinances consistent with law.

4.3. **Projects with Federal Funding.** Relocation, removal, or rearrangement of any Company Gas Facilities made necessary because of the extension into or through City of a federally-aided highway project shall be governed by the provisions of Minnesota Statutes Section 161.46.

#### **SECTION 5. INDEMNIFICATION.**

5.1. **Indemnity of City.** Company shall indemnify and hold the City harmless from any and all liability, on account of injury to persons or damage to property occasioned by the construction, maintenance, repair, inspection, the issuance of permits, or the operation of the Gas Facilities located in the Public Ways and Public Grounds. The City shall not be indemnified for losses or claims occasioned through its own negligence except for losses or claims arising out of or alleging the City's negligence as to the issuance of permits for, or inspection of, Company's plans or work.

5.2. **Defense of City.** In the event a suit is brought against the City under circumstances where this agreement to indemnify applies, Company at its sole cost and expense shall defend the City in such suit if written notice thereof is promptly given to Company within a period wherein Company is not prejudiced by lack of such notice. If Company is required to indemnify and

defend, it will thereafter have control of such litigation, but Company may not settle such litigation without the consent of the City, which consent shall not be unreasonably withheld. This section is not, as to third parties, a waiver of any defense or immunity otherwise available to the City. The Company, in defending any action on behalf of the City, shall be entitled to assert in any action every defense or immunity that the City could assert in its own behalf. This franchise agreement shall not be interpreted to constitute a waiver by the City of any of its defenses of immunity or limitations on liability under Minnesota Statutes, Chapter 466.

#### **SECTION 6. VACATION OF PUBLIC WAYS.**

The City shall give Company at least two weeks prior written notice of a proposed vacation of a Public Way. The City and the Company shall comply with Minnesota Rules, 7819.3200 and applicable ordinances consistent with law.

#### **SECTION 7. CHANGE IN FORM OF GOVERNMENT.**

Any change in the form of government of the City shall not affect the validity of this Ordinance. Any governmental unit succeeding the City shall, without the consent of Company, succeed to all of the rights and obligations of the City provided in this Ordinance.

#### **SECTION 8. FRANCHISE FEE.**

8.1. **Form.** During the term of the franchise hereby granted, and in addition to permit fees being imposed or that the City has a right to impose, the City may charge the Company a franchise fee. The fee may be (i) a percentage of gross revenues received by the Company for its operations within the City, or (ii) a flat fee per customer based on metered service to retail customers within the City or on some other similar basis, or (iii) a fee based on units of energy delivered to any class of retail customers within the corporate limits of the City. The method of imposing the franchise fee, the percentage of revenue rate, or the flat rate based on metered service may differ for each customer class or combine the methods described in (i) – (iii) above in assessing the fee. The City shall seek to use a formula that provides a stable and predictable amount of fees, without placing the Company at a competitive disadvantage. If the Company claims that the City required fee formula is discriminatory or otherwise places the Company at a competitive disadvantage, the Company shall provide a formula that will produce a substantially similar fee amount to the City and reimburse the City's reasonable fees and costs in reviewing and implementing the formula. The City will attempt to accommodate the Company but is under no franchise obligation to adopt the Company-proposed franchise fee formula and each review will not delay the implementation of the City-imposed fee.

8.2. **Separate Ordinance.** The franchise fee shall be imposed by separate ordinance duly adopted by the City Council, which ordinance shall not be adopted until at least thirty (30) days after written notice enclosing such proposed ordinance has been served upon the Company. The fee shall become effective ten (10) days after written notice enclosing such adopted ordinance has been served upon the Company by certified mail.

8.3. **Condition of Fee.** The separate ordinance imposing the fee shall not be effective against the Company unless it lawfully imposes a fee of the same or substantially similar amount on the sale of gas energy within the City by any other gas energy supplier, provided that, as to such supplier, the City has the authority or contractual right to require a franchise fee or similar fee through a previously agreed upon franchise.

8.4. **Collection of Fee.** The franchise fee shall be payable not less than quarterly during complete billing months of the period for which payment is to be made. The franchise fee formula may be changed from time to time, however, the change shall meet the same notice requirements and the fee may not be changed more often than annually. Such fee shall not exceed any amount that the Company may legally charge to its customers prior to payment to the City. Such fee is subject to subsequent reductions to account for uncollectibles and customer refunds incurred by the Company. The Company agrees to make available for inspection by the City at reasonable times all records necessary to audit the Company's determination of the franchise fee payments.

8.5. **Continuation of Franchise Fee.** If this franchise expires and the City and the Company are unable to agree upon terms of a new franchise, the franchise fee, if any being imposed by the City at the time this franchise expires, will remain in effect until a new franchise is agreed upon.

## **SECTION 9. ABANDONED FACILITIES.**

The Company shall comply with City ordinances, Minnesota Statutes, Section 216D.01 et seq. and Minnesota Rules Part 7819.3300, as they may be amended from time to time. The Company shall maintain records describing the exact location of all abandoned and retired Facilities within the City, produce such records at the City's request and comply with the location requirements of Section 216D.04 with respect to all Facilities, including abandoned and retired Facilities.

## **SECTION 10. PROVISIONS OF ORDINANCE.**

10.1. **Severability.** Every section, provision, or part of this Ordinance is declared separate from every other section, provision, or part; and if any section, provision, or part shall be held invalid, it shall not affect any other section, provision, or part. Where a provision of any other City ordinance conflicts with the provisions of this Ordinance, the provisions of this Ordinance shall prevail.

10.2. **Limitation on Applicability.** This Ordinance constitutes a franchise agreement between the City and Company as the only parties and no provision of this franchise shall in any way inure to the benefit of any third person (including the public at large) so as to constitute any such person as a third party beneficiary of the agreement or of any one or more of the terms hereof, or otherwise give rise to any cause of action in any person not a party hereto.

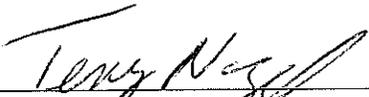
**SECTION 11. AMENDMENT-PROCEDURE.**

Either party to this franchise agreement may at any time propose that the agreement be amended. This Ordinance may be amended at any time by the City passing a subsequent ordinance declaring the provisions of the amendment, which amendatory ordinance shall become effective upon the filing of Company's written consent thereto with the City Clerk within 60 days after the effective date of the amendatory ordinance.

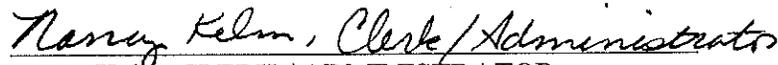
ENACTED BY THE CITY COUNCIL OF THE CITY OF GREENWOOD, MINNESOTA, THIS THIRD DAY OF JUNE, 2003.

Ayes 5, Nays 0.

CITY OF GREENWOOD

  
\_\_\_\_\_  
Terry Nagel, MAYOR

Attest:

  
\_\_\_\_\_  
Nancy Kelm, CLERK / ADMINISTRATOR

**AN ORDINANCE OF THE CITY OF GREENWOOD, MINNESOTA  
GRANTING CENTERPOINT ENERGY RESOURCES CORP., d/b/a CENTERPOINT ENERGY MINNESOTA GAS  
("CENTERPOINT ENERGY"), ITS SUCCESSORS AND ASSIGNS, A NONEXCLUSIVE FRANCHISE TO CONSTRUCT,  
OPERATE, REPAIR AND MAINTAIN FACILITIES AND EQUIPMENT FOR THE TRANSPORTATION, DISTRIBUTION,  
MANUFACTURE AND SALE OF GAS ENERGY FOR PUBLIC AND PRIVATE USE AND TO USE THE PUBLIC WAYS  
AND GROUNDS OF THE CITY OF GREENWOOD, COUNTY, MINNESOTA, FOR SUCH PURPOSE; AND, PRESCRIBING  
CERTAIN TERMS AND CONDITIONS THEREOF**

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

**SECTION 1. DEFINITIONS**

For purposes of this Ordinance, the following capitalized terms listed in alphabetical order shall have the following meanings:

**City.** The City of Greenwood, County of Hennepin, State of Minnesota.

**City Utility System.** Facilities used for providing public utility service owned or operated by City or agency thereof, including sewer, storm sewer, water service, street lighting and traffic signals, but excluding facilities for providing heating, lighting, or other forms of energy.

**Commission.** The Minnesota Public Utilities Commission, or any successor agency or agencies, including an agency of the federal government, which preempts all or part of the authority to regulate gas retail rates now vested in the Minnesota Public Utilities Commission.

**Company.** CenterPoint Energy Resources Corp., d/b/a CenterPoint Energy Minnesota Gas ("CenterPoint Energy") its successors and assigns including all successors or assigns that own or operate any part or parts of the Gas Facilities subject to this Franchise.

**Gas Facilities.** Gas transmission and distribution pipes, lines, ducts, fixtures, and all necessary equipment and appurtenances owned or operated by the Company for the purpose of providing Gas Energy for retail or wholesale use.

**Notice.** A writing served by any party or parties on any other party or parties. Notice to Company shall be mailed to CenterPoint Energy, Minnesota Division Vice President, 505 Nicollet Mall, Minneapolis, Minnesota 55402. Notice to the City shall be mailed to City of Greenwood, 20225 Cottagewood Road, Greenwood, MN 55331. Any party may change its respective address for the purpose of this Ordinance by written Notice to the other parties.

**Ordinance.** This gas franchise ordinance, also referred to as the Franchise.

**Public Way.** Any highway, street, alley or other public right-of-way within the City as defined by Minnesota Statutes Section 237.162 subd. 3.

**Public Ground.** Land owned or otherwise controlled by the City for utility easements, park, trail, walkway, open space or other public property, which is held for use in common by the public or for public benefit.

**SECTION 2. ADOPTION OF FRANCHISE**

2.1 **Grant of Franchise.** City hereby grants Company, for a period of 15 years from the date this Ordinance is passed and approved by the City, the right to import, manufacture, distribute and sell Gas Energy for public and private use within and through the limits of the City as its boundaries now exist or as they may be extended in the future and also the right to transport Gas Energy through the limits of the City for use outside the City Limits. For these purposes, Company may construct, operate, repair and maintain Gas Facilities in, on, over, under and across the Public Ways and Public Grounds, subject to the provisions of this Ordinance. Company may do all reasonable things necessary or customary to accomplish these purposes, subject, however, to such reasonable regulations as may be imposed by the City pursuant to a public right-of-way ordinance or permit requirements adopted consistent with state law.

2.2 **Effective Date; Written Acceptance.** This Franchise shall be in force and effect from and after the passage of this Ordinance and publication as required by law and its acceptance by Company. If Company does not file a written acceptance with the City within 60 days after the date the City Council adopts this Ordinance, or otherwise inform the City, at any time, that

the Company does not accept this Franchise, the City Council by resolution shall revoke this Franchise, seek its enforcement in a court of competent jurisdiction or pursue other remedies in law or in equity.

2.3. **Service and Gas Rates.** The terms and conditions of service and the rates to be charged by Company for Gas Energy in City are subject to the exclusive jurisdiction of the Commission.

2.4. **Publication Expense.** Company shall pay the expense of publication of this Ordinance.

2.5. **Dispute Resolution.** If either party asserts that the other party is in default in the performance of any obligation hereunder, the complaining party shall notify the other party of the default and the desired remedy. The notification shall be written. Representatives of the parties must promptly meet and attempt in good faith to negotiate a resolution of the dispute. If the dispute is not resolved within 30 days of the written Notice, the parties may jointly select a mediator to facilitate further discussion. The parties will equally share the fees and expenses of this mediator. If a mediator is not used or if the parties are unable to resolve the dispute within 30 days after first meeting with the selected mediator, either party may commence an action in District Court to interpret and enforce this Franchise or for such other relief as may be permitted by law or equity.

2.6. **Continuation of Franchise.** If the City and the Company are unable to agree on the terms of a new franchise by the time this Franchise expires, this Franchise will remain in effect until a new franchise is agreed upon, or until 90 days after the City or the Company serves written Notice to the other party of its intention to allow Franchise to expire. However, in no event shall this Franchise continue for more than one year after expiration of the 15-year term set forth in Section 2.1.

### **SECTION 3. LOCATION, OTHER REGULATIONS.**

3.1. **Location of Facilities.** Gas Facilities shall be located, constructed, and maintained so as not to interfere with the safety and convenience of ordinary travel along and over Public Ways and so as not to disrupt normal operation of any City Utility System. Gas Facilities may be located on Public Grounds in a location selected by the City. The location and relocation of Gas Facilities shall be subject to reasonable regulations of the City consistent with authority granted the City to manage its Public Ways and Public Grounds under state law, to the extent not inconsistent with a specific term of this Franchise.

3.2. **Street Openings.** Company shall not open or disturb the surface of any Public Way or Public Ground for any purpose without first having obtained a permit from the City, if required by a separate ordinance, for which the City may impose a reasonable fee, unless the City is receiving a franchise fee pursuant to this Ordinance, in which case all permit fees will be waived. Permit conditions imposed on Company shall not be more burdensome than those imposed on other public-right-of-way users for similar facilities or work. Company may, however, open and disturb the surface of any Public Way or Public Ground without a permit if (i) an emergency exists requiring the immediate repair of Gas Facilities and (ii) Company gives telephone, email or similar notice to the City before commencement of the emergency repair, if reasonably possible. Within two business days after commencing the repair, Company shall apply for any required permits and pay any required fees.

3.3. **Restoration.** After undertaking any work requiring the opening of any Public Way or Public Ground, the Company shall restore the Public Ways or Public Grounds in accordance with Minnesota Rules, 7819.1100 and applicable City ordinances consistent with law. Company shall restore the Public Ground to as good a condition as formerly existed, and shall maintain the surface in good condition for six months thereafter. All work shall be completed as promptly as weather permits, and if Company shall not promptly perform and complete the work, remove all dirt, rubbish, equipment and material, and put the Public Ground in the said condition, the City shall have, after demand to Company to cure and the passage of a reasonable period of time following the demand, but not to exceed five days, the right to make the restoration of the Public Ways or Public Grounds at the expense of Company. Company shall pay to the City the cost of such work done for or performed by the City. This remedy shall be in addition to any other remedy available to the City for noncompliance with this Section 3.3. The Company shall not be required to post a construction performance bond.

3.4. **Avoid Damage to Gas Facilities.** The Company must take reasonable measures to prevent the Gas Facilities from causing damage to persons or property. The Company must take reasonable measures to protect the Gas Facilities from damage that could be inflicted on the Gas Facilities by persons, property, or the elements. Per Minnesota Statute 216D.05, the City must take protective measures when the City performs work near the Gas Facilities.

3.5. **Notice of Improvements to Streets.** The City will give Company reasonable written Notice of plans for improvements to Public Ways and Public Grounds where the City has reason to believe that Gas Facilities may affect or be affected by the improvement. The Notice will contain: (i) the nature and character of the improvements, (ii) the Public Ways or Public Grounds upon which the improvements are to be made, (iii) the extent of the improvements, (iv) the time when the City will start the work, and (v) if more than one Public Way or Public Grounds is involved, the order in which the work is to proceed. The Notice will be given to Company a sufficient length of time, considering seasonal working conditions, in advance of the

actual commencement of the work to permit Company to make any additions, alterations or repairs to its Gas Facilities the Company deems necessary.

3.6 **Mapping Information.** If requested by City, the Company must promptly provide complete and accurate mapping information for any of its Gas Facilities in accordance with the requirements of Minnesota Rules 7819.4000 and 7819.4100.

3.7. **Emergency Response.** As emergency first-responders, when a public safety concern exists both the City and Company shall respond to gas emergencies within the City without additional direct fee or expense to either City or Company.

#### **SECTION 4. RELOCATIONS**

4.1. **Relocation in Public Ways and Public Grounds.** The Company and City shall comply with the provisions of Minnesota Rules 7819.3100, with respect to requests for the Company to relocate Gas Facilities located in either Public Ways or Public Grounds.

4.2. **Projects with Federal Funding.** Relocation, removal, or rearrangement of any Company Gas Facilities made necessary because of the extension into or through City of a federally aided highway project shall be governed by the provisions of Minnesota Statutes Sections 161.45 and 161.46.

4.3. **Relocation in Public Grounds.** City may require Company at Company's expense to relocate or remove its Gas Facilities from Public Ground upon a finding by the City that the Gas Facilities have become or will become a substantial impairment to the existing or proposed public use of the Public Ground. Relocation shall comply with applicable city ordinances consistent with law. The City will provide an alternate location in public ground or a public right-of-way for the Company to relocate its gas facilities.

#### **SECTION 5. INDEMNIFICATION.**

5.1. **Indemnity of City.** Company shall indemnify and hold the City harmless from any and all liability, on account of injury to persons or damage to property occasioned by the construction, maintenance, repair, inspection, the issuance of permits, or the operation of the Gas Facilities located in the Public Ways and Public Grounds. The City shall not be indemnified for losses or claims occasioned through its own negligence or otherwise wrongful act or omission except for losses or claims arising out of or alleging the City's negligence as to the issuance of permits for, or inspection of, Company's plans or work.

5.2. **Defense of City.** In the event a suit is brought against the City under circumstances where this agreement to indemnify applies, Company at its sole cost and expense shall defend the City in such suit if written Notice thereof is promptly given to Company within a period wherein Company is not prejudiced by lack of such Notice. If Company is required to indemnify and defend, it will thereafter have control of such litigation, but Company may not settle such litigation without the consent of the City, which consent shall not be unreasonably withheld. This section is not, as to third parties, a waiver of any defense or immunity otherwise available to the City. The Company, in defending any action on behalf of the City, shall be entitled to assert in any action every defense or immunity that the City could assert in its own behalf. This Franchise agreement shall not be interpreted to constitute a waiver by the City of any of its defenses of immunity or limitations on liability under Minnesota Statutes, Chapter 466.

#### **SECTION 6. VACATION OF PUBLIC WAYS AND PUBLIC GROUNDS**

The City shall give Company at least two weeks prior written Notice of a proposed vacation of a Public Ways or Public Grounds. The City and the Company shall comply with Minnesota Rules 7819.3100 and Minnesota Rules 7819.3200 with respect to any request for vacation.

#### **SECTION 7. CHANGE IN FORM OF GOVERNMENT**

Any change in the form of government of the City shall not affect the validity of this Ordinance. Any governmental unit succeeding the City shall, without the consent of Company, succeed to all of the rights and obligations of the City provided in this Ordinance.

## **SECTION 8. FRANCHISE FEE**

8.1. **Form.** During the term of the franchise hereby granted, the City may charge the Company a franchise fee. The Company will administer the collection and payment of franchise fees to City in lieu of permit fees or other fees that may otherwise be imposed on the Company in relation to its operations as a public utility in the City. The franchise fee will be collected on a flat per meter basis, or by some other method that is mutually acceptable to both City and Company for each retail customer within the corporate limits of the City. The amount of the fee collected may differ for each customer class. The City will use a formula that provides a stable and predictable amount of fees, without placing the Company at a competitive disadvantage. Such fee shall not exceed any amount that the Company may legally charge to its customers prior to payment to the City and be consistent with the Minnesota Public Utility Commission's March 23, 2011 Order establishing franchise fee filing requirements in Docket No. E,G999/CI-09-970. If the Company claims that the City required fee formula is discriminatory or otherwise places the Company at a competitive disadvantage, the Company will provide a formula that will produce a substantially similar fee amount to the City. If the City and Company are unable to agree, the disagreement shall be subject to the Dispute Resolution provisions of this Ordinance.

8.2. **Separate Ordinance.** The franchise fee shall be imposed by separate ordinance duly adopted by the City Council. The effective date of the franchise fee ordinance shall be no less than ninety (90) days after written Notice enclosing a copy of the duly adopted and approved ordinance has been served upon the Company by certified mail. The fee shall become effective ninety (90) days after written notice enclosing such adopted ordinance has been served upon the company by certified mail. The Company is not required to collect a franchise fee if the terms of the fee agreement are inconsistent with this franchise or state law, provided the Company notifies the City Council of the same within the ninety (90) day period.

8.3. **Condition of Fee.** The separate ordinance imposing the fee shall not be effective against the Company unless it lawfully imposes a fee of the same or substantially similar amount on the sale of energy within the City by any other energy supplier, provided that, as to such supplier, the City has the authority or contractual right to require a franchise fee or similar fee through an agreed-upon franchise.

8.4. **Collection of Fee.** The franchise fee shall be payable not less than quarterly during complete billing months of the period for which payment is to be made. The franchise fee formula may be changed from time to time, however, the change shall meet the same notice requirements and the fee may not be changed more often than annually. Such fee shall not exceed any amount that the Company may legally charge to its customers prior to payment to the City and be consistent with Minnesota Public Utility Commission's March 23, 2011 Order establishing franchise fee filing requirements in Docket No. E,G999/CI-09-970. Such fee is subject to subsequent reductions to account for uncollectibles and customer refunds incurred by the Company. The Company shall not be responsible to pay City fees that Company is unable to collect under Commission rules or order. The Company agrees to make available for inspection by the City at reasonable times all records necessary to audit the Company's determination of the franchise fee payments.

8.5. **Continuation of Franchise Fee.** If this franchise expires and the City and the Company are unable to agree upon terms of a new franchise, the franchise fee, if any being imposed by the City at the time this franchise expires, will remain in effect until a new franchise is agreed upon. However, the franchise fee will not remain in effect for more than one year after the franchise expires as stated in Section 2.6 of this Franchise. If for any reason the franchise terminates, the franchise fee will terminate at the same time.

## **SECTION 9. ABANDONED FACILITIES**

The Company shall comply with Minnesota Statutes, Section 216D.01 et seq. as it may be amended from time to time with respect to abandoned facilities located in Public Ways and Public Grounds and with Minnesota Rules, Part 7819.3300 as it may be amended from time to time with respect to abandoned facilities in Public Ways. The Company shall maintain records describing the exact location of all abandoned and retired Gas Facilities within the Public Ways and Public Grounds, produce such records at the City's request and comply with the location requirements of Minnesota Statutes, Section 216D.04 with respect to all Gas Facilities located in Public Ways and Public Grounds.

## **SECTION 10. PROVISIONS OF ORDINANCE**

10.1. **Severability.** Every section, provision, or part of this Ordinance is declared separate from every other section, provision, or part; and if any section, provision, or part shall be held invalid, it shall not affect any other section, provision, or part. Where a provision of any other City ordinance is inconsistent with the provisions of this Ordinance, the provisions of this Ordinance shall prevail.

10.2. **Limitation on Applicability.** This Ordinance constitutes a franchise agreement between the City and Company as the only parties. No provisions herein shall in any way inure to the benefit of any third person (including the public at large) so as to constitute any such person as a third party beneficiary of this Ordinance or of any one or more of the terms hereof, or otherwise give rise to any cause of action in any person not a party hereto.

**SECTION 11. AMENDMENT PROCEDURE**

Either party may propose at any time that this Franchise Ordinance be amended. Franchise Ordinance may be amended at any time by the City passing a subsequent ordinance declaring the provisions of the amendment, which amendatory ordinance shall become effective upon the filing of Company’s written consent thereto with the City Clerk within sixty (60) days after the effective date of the amendatory ordinance. This amendatory procedure is subject, however, to the City’s police power and franchise rights under Minnesota Statutes, Section 216B.36 and 301B.01, which rights are not waived hereby.

**SECTION 12. EFFECTIVE DATE**

This ordinance shall be effective upon publication according to law.

Enacted by the city council of Greenwood, Minnesota this \_\_\_ day of \_\_\_\_\_, 2019.

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

CITY OF GREENWOOD

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

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

First reading: \_\_\_\_\_, 2019  
Second reading: \_\_\_\_\_, 2019  
Publication: \_\_\_\_\_, 2019



**Agenda Number: 4A**

**Agenda Date: 06-05-19**

*Prepared by Deb Kind*

**Agenda Item:** Commissioner Jan Callison, Annual Hennepin County Update

**Summary:** Hennepin County Commissioner Jan Callison will attend the council meeting to present a county update. This also will be an opportunity for the council to ask questions.

**Council Action:** None required.



Agenda Number: **4B**

Agenda Date: **06-05-19**

Prepared by Deb Kind

**Agenda Item:** Dave Martini, 2019 Engineering Projects

**Summary:** City Engineer Dave Martini will attend the city council meeting to discuss 2019 engineering projects.

Below are city fund balances as of **04-30-19** that may be used for any city purpose:

- \$378,578** *Sewer Enterprise Fund* (interfund transfer OUT code 602-43200-720, capital outlay code 602-43200-530, engineering code 602-43200-303)
- \$32,746** *Stormwater Special Revenue Fund* (interfund transfer OUT code 502-43200-720, interfund transfer IN code 502-34405, engineering code 502-43200-303)
- \$181,274** *Bridge Capital Project Fund* (general fund transfer OUT to bridge fund code 101-49000-500, interfund transfer IN code 403-39200, capital outlay 403-45100-530, engineering code 403-45100-303)
- \$117,009** *Road Improvement Fund* – Includes \$124,000 from 2019 general fund budget to be transferred to the road improvement fund minus the negative – \$6,991 current road improvement fund balance (general fund transfer OUT to road fund code 101-43200-500, interfund transfer IN code 404-36230, capital outlay 404-45100-100, engineering code 404-45100-303)
- \$4,000** *2019 Contingency Budget* (general fund code 101-49000-439)

In addition, below is the General Fund Reserve balance as of 12-31-18. Reserve funds may be used for any city purpose:

- \$541,528** *General Fund Reserves* (interfund transfer OUT code 101-43200-500) – This number is approximately 70.68% of operating expenditures. Goal is 35-50%.

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

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

1. I move the city council:

- a. approves the bid from \_\_\_\_\_ in the amount of \$ \_\_\_\_\_ to complete the following 2019 engineering projects \_\_\_\_\_; and authorizes payment from the \_\_\_\_\_ Fund (capital outlay code \_\_\_\_\_ and engineering code \_\_\_\_\_);
- b. approves the bid from \_\_\_\_\_ in the amount of \$ \_\_\_\_\_ to complete the following 2019 engineering projects \_\_\_\_\_; and authorizes payment from the \_\_\_\_\_ Fund (capital outlay code \_\_\_\_\_ and engineering code \_\_\_\_\_);
- c. authorizes the city treasurer to transfer \$ \_\_\_\_\_ from the \_\_\_\_\_ Fund (code \_\_\_\_\_) to the \_\_\_\_\_ Fund (code \_\_\_\_\_); and from the \_\_\_\_\_ Fund (code \_\_\_\_\_) to the \_\_\_\_\_ Fund (code \_\_\_\_\_);
- d. authorizes the city engineer to submit the project approval form to receive CAMA funds for the city's 2019 road projects.

2. Do nothing or other motion ???



Agenda Number: **7A**

Agenda Date: **06-05-19**

Prepared by Dale Cooney

**Agenda Item:** Draft ordinance: revisions to Section 1140.20 regarding window wells.

**Summary:** Window wells are currently unregulated encroachments into side yard setbacks. Though window wells are often innocuous requirements for egress, the current trend has been to fully build out basements which can include a large number of windows or a bay of windows. These basement windows also require large window wells that can be 6 feet deep with no limitations on the length or width of the window well. Because window wells are often located in side yards, their impacts on neighboring property owners can be disproportionate.

Staff is recommending an ordinance amendment that would limit window well encroachments into a required yard setback to the minimum extent required by building code for egress. Non-encroaching window wells would remain unregulated other than via building code requirements.

**Timeline:**

- ~~06-05-19 City council discusses potential revisions to the ordinance.~~
- 06-20-19 The public hearing notice is submitted to the Sun-Sailor for publication.
- 06-27-19 The public hearing notice is published in the Sun-Sailor (10+ days prior to planning commission meeting).
- 07-10-19 Planning commission holds public hearing and makes recommendation.
- 08-07-19 City council considers 1st reading of the ordinance (may make revisions / may waive 2nd reading).
- 08-08-19 If the 2nd reading is waived, the ordinance is submitted to the Sun-Sailor for publication.
- 08-15-19 If the 2nd reading is waived, the ordinance is published in the Sun-Sailor (goes into effect on this date).
- 09-04-19 City council considers 2nd reading of the ordinance (may make revisions).
- 09-05-19 The ordinance is submitted to the Sun-Sailor for publication.
- 09-12-19 The ordinance is published in the Sun-Sailor (goes into effect on this date).

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

1. I move the city council directs that the draft ordinance be placed as written / as amended on the next available planning commission agenda for a public hearing.
2. Do nothing (maintain current ordinance) 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. The 2nd reading may be waived by a unanimous vote of city council members present at the meeting. In order to publish an ordinance by title and summary the ordinance must be approved by a 4/5ths vote. Ordinances go into effect once they are published in the city's official newspaper. The planning commission must review and make a recommendation to the city council regarding any changes to the zoning code chapter 11. A public hearing, typically held by the planning commission, also is required for changes to chapter 11.*

**AN ORDINANCE OF THE CITY OF GREENWOOD, MINNESOTA  
AMENDING GREENWOOD ORDINANCE CODE SECTION 1140.20 REGARDING  
WINDOW WELLS**

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

SECTION 1.

Greenwood ordinance code section 1140.20 Subd. 5 is amended to read as follows:

“Subd. 5. Regulations of Obstructions in Required Yards.

- A. *Obstructions in Front or Exterior Side Yards.* The required front yard or exterior side yard (corner lots) shall not contain any wall, fence, structure, tree, shrub, or other growth that may cause danger to traffic on a public street by obscuring the view.
- B. *Air Conditioners and Generators.* Must be located within 5 feet of the wall of a principal structure or accessory structure. May encroach into a required yard setback as long as there is a minimum of a 5-foot setback from the property line. Generators over 20kw require a conditional use permit subject to reasonable conditions for the protection of public safety, health, and welfare.
- C. *Awnings.* Must extend no more than 4 feet from the wall of a principal structure or accessory structure. May encroach into a required yard setback as long as there is a minimum of a 5-foot setback from the property line.
- D. *Eaves and Gutters.* Eaves and gutters encroaching into a required yard setback may extend no more than 30 inches from the wall of a principal structure or accessory structure. Eaves and gutters may encroach into a required yard setback as long as there is a minimum of a 7.5-foot setback from the property line. Gutter downspouts may encroach up to 5 feet into a yard setback.
- E. *Fire Escapes.* Open or lattice enclosed fire escapes or fireproof outside stairways may project into a required yard setback up to 2 feet as long as there is a minimum of **an 8-foot** setback from the property line.
- F. *Window Wells.* Window wells encroaching into a required yard setback will be permitted to the minimum extent required by building code for egress.

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 \_\_\_\_\_, 2019.

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

CITY OF GREENWOOD

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

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

First reading: \_\_\_\_\_, 2019  
Second reading: \_\_\_\_\_, 2019  
Publication: \_\_\_\_\_, 2019



Agenda Number: **7B**

Agenda Date: **06-05-19**

Prepared by Dale Cooney

**Agenda Item:** Draft ordinance revising Section 1140.80 to include White Poplars as Noxious Trees

**Summary:** City staff is recommending the inclusion of White Poplars on the city's Noxious Tree list. City Forester Manual Jordan suggested that, due to the fact that the trees aggressively sucker from the roots, colonize areas, and choke out other species, the trees would be good candidates to add to the list. Jordan was quick to note that not all Poplar trees have this characteristic and is only recommending that White Poplars be added to the noxious tree list.

**Timeline:**

~~06-05-19 City council discusses potential revisions to the ordinance.~~

06-20-19 The public hearing notice is submitted to the Sun-Sailor for publication.

06-27-19 The public hearing notice is published in the Sun-Sailor (10+ days prior to planning commission meeting).

07-10-19 Planning commission holds public hearing and makes recommendation.

08-07-19 City council considers 1st reading of the ordinance (may make revisions / may waive 2nd reading).

08-08-19 If the 2nd reading is waived, the ordinance is submitted to the Sun-Sailor for publication.

08-15-19 If the 2nd reading is waived, the ordinance is published in the Sun-Sailor (goes into effect on this date).

09-04-19 City council considers 2nd reading of the ordinance (may make revisions).

09-05-19 The ordinance is submitted to the Sun-Sailor for publication.

09-12-19 The ordinance is published in the Sun-Sailor (goes into effect on this date).

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

1. I move the city council directs that the draft Noxious Tree ordinance be placed as written / as amended on the next available planning commission agenda for a public hearing.
2. Do nothing (maintain current ordinance) 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. The 2nd reading may be waived by a unanimous vote of city council members present at the meeting. In order to publish an ordinance by title and summary the ordinance must be approved by a 4/5ths vote. Ordinances go into effect once they are published in the city's official newspaper. The planning commission must review and make a recommendation to the city council regarding any changes to the zoning code chapter 11. A public hearing, typically held by the planning commission, also is required for changes to chapter 11.*

**AN ORDINANCE OF THE CITY OF GREENWOOD, MINNESOTA  
AMENDING GREENWOOD ORDINANCE CODE SECTION 1140.80 REGARDING NOXIOUS TREES**

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

SECTION 1.

Greenwood ordinance code section 1140.80 subdivision 2 is amended to read as follows:

“Subd. 2. General.

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

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

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

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

D. *If the tree type is unclear*, the city forester shall determine whether it is classified as either a conifer, hardwood deciduous, or softwood deciduous tree.

E. *Significant Tree* is a healthy tree, measuring a minimum of 6" in diameter (19" circumference) or greater for hardwood deciduous trees, 10" in diameter (31.5" circumference) or greater for softwood deciduous trees, or 8" in diameter (25" circumference) or greater for conifer / evergreen trees. The trunk diameter of significant trees shall be measured at 48" above grade or at the top of the remaining stump if already cut or harvested.

F. *Noxious Trees* are Buckthorn, Sumac, Box Elder, Siberian Elm, ~~and Green Ash,~~ and White Poplar.

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

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

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 \_\_\_\_\_, 2019.

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

CITY OF GREENWOOD

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

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

First reading: \_\_\_\_\_, 2019  
Second reading: \_\_\_\_\_, 2019  
Publication: \_\_\_\_\_, 2019



Agenda Number: **11A-E**

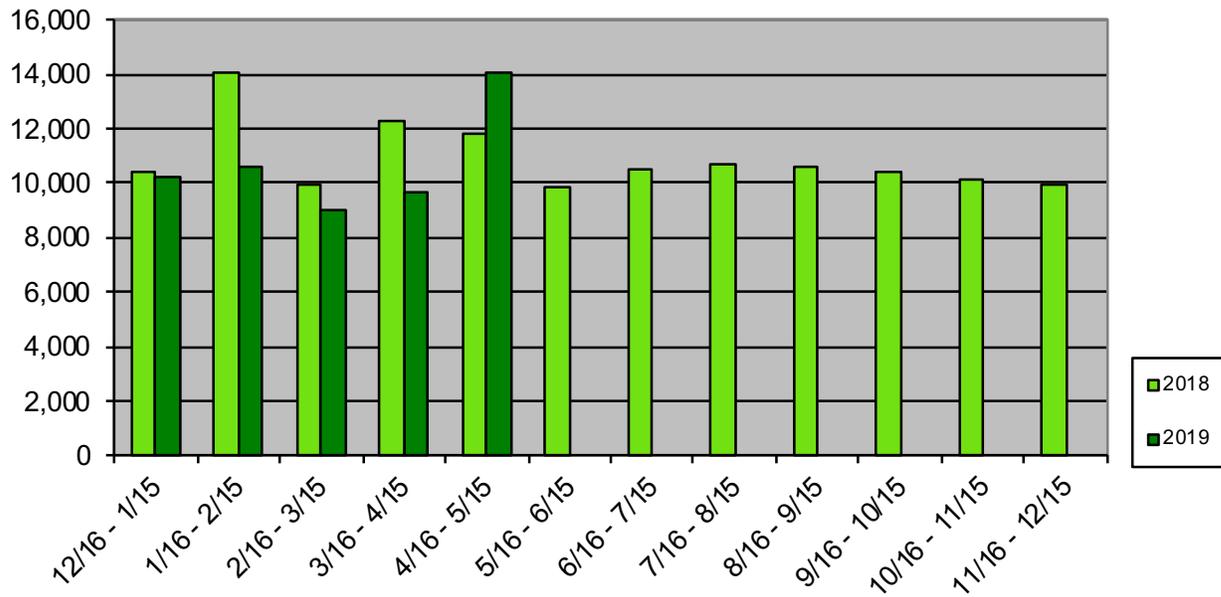
**Agenda Item:** Council Reports

**Summary:** This is an opportunity for each council member to present updates and get input regarding various council assignments and projects.

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

**Council Action:** None required.

City of Greenwood  
Website Total Hits



Month	2018	2019	Variance with Prior Month	Variance with Prior Year	Bulk Email List
12/16 - 1/15	10,441	10,255	356	-186	176
1/16 - 2/15	14,039	10,576	321	-3,463	175
2/16 - 3/15	9,974	9,038	-1,538	-936	174
3/16 - 4/15	12,252	9,638	600	-2,614	174
4/16 - 5/15	11,773	14,074	4,436	2,301	173
5/16 - 6/15	9,836	-	-14,074	-9,836	
6/16 - 7/15	10,511	-	0	-10,511	
7/16 - 8/15	10,658	-	0	-10,658	
8/16 - 9/15	10,555	-	0	-10,555	
9/16 - 10/15	10,439	-	0	-10,439	
10/16 - 11/15	10,159	-	0	-10,159	
11/16 - 12/15	9,899	-	0	-9,899	
<b>AVERAGE</b>	<b>10,878</b>	<b>10,716</b>			

**POPULATION: 724**  
**EMAIL ADDRESSES % OF POPULATION: 24.61%**

Population source: [www.metrocouncil.org](http://www.metrocouncil.org), Data & Maps, Download Data, Population and Household Estimates  
Population figure updated: 03-24-19

## Site Statistics

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

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

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

**Begin Date**

**End Date**

**Report Name**

## Page Views by Section

Section	Page Views	Percent of Total
<a href="#">Default Home Page</a>	8910	63.31%
<a href="#">Agendas, Minutes, Meeting Packets</a>	688	4.89%
<a href="#">City Departments</a>	306	2.17%
<a href="#">Planning Commission</a>	269	1.91%
<a href="#">Assessments &amp; Taxes</a>	267	1.9%
<a href="#">Welcome to Greenwood</a>	255	1.81%
<a href="#">Forms, Permits, Licenses</a>	250	1.78%
<a href="#">RFPs &amp; Bids</a>	205	1.46%
<a href="#">Code Book of Ordinances</a>	195	1.39%
<a href="#">Spring Clean-Up Day</a>	171	1.22%
<a href="#">Mayor &amp; City Council</a>	152	1.08%
<a href="#">Budget &amp; Finances</a>	146	1.04%
<a href="#">Parks, Trails &amp; Watercraft Amenities</a>	136	0.97%
<a href="#">Photo Gallery</a>	122	0.87%
<a href="#">Links</a>	115	0.82%
<a href="#">Watercraft Spaces</a>	104	0.74%
<a href="#">Meetings on TV</a>	99	0.7%
<a href="#">Garbage &amp; Recycling</a>	98	0.7%
<a href="#">Elections, Voting</a>	94	0.67%
<a href="#">Public Safety</a>	91	0.65%
<a href="#">Community Surveys</a>	86	0.61%
<a href="#">Agendas, Minutes, Meetings</a>	71	0.5%
<a href="#">St. Alban's Bay Lake Improvement District</a>	68	0.48%
<a href="#">Email Sign-Up</a>	68	0.48%
<a href="#">Comp Plan</a>	67	0.48%
<a href="#">Toilet Drain Guide</a>	62	0.44%
<a href="#">Sewer, Stormwater, Water, Garbage, Recycling</a>	61	0.43%
<a href="#">Meetings</a>	60	0.43%
<a href="#">Lake Minnetonka</a>	58	0.41%
<a href="#">Finances, Taxes, Assessments</a>	53	0.38%
<a href="#">Tree Contractors</a>	53	0.38%

<a href="#">Coyotes &amp; Animal Services</a>	52	0.37%
<a href="#">Fire Department</a>	52	0.37%
<a href="#">Recreation, Amenities</a>	46	0.33%
<a href="#">July 4th</a>	46	0.33%
<a href="#">Search Results</a>	45	0.32%
<a href="#">News, Events</a>	45	0.32%
<a href="#">Emergency Preparedness</a>	43	0.31%
<a href="#">Old Log Events</a>	42	0.3%
<a href="#">City Newsletters</a>	41	0.29%
<a href="#">SABLID Email Sign-Up</a>	40	0.28%
<a href="#">Tour de Tonka</a>	39	0.28%
<a href="#">Smoke Testing</a>	38	0.27%
<a href="#">Homesteading</a>	38	0.27%
<a href="#">Well Water</a>	36	0.26%
<a href="#">Library Events</a>	29	0.21%
<a href="#">Luck O' the Lake</a>	28	0.2%
<a href="#">Christkindlsmarkt</a>	26	0.18%
<a href="#">Unsubscribe</a>	5	0.04%
---	3	0.02%
<b>TOTAL</b>	<b>14074</b>	<b>100%</b>

### Unique IPs by Section

Section	Unique IPs	Percent of Total IPs
Default Home Page	1220	26.63%
Agendas, Minutes, Meeting Packets	281	6.13%
City Departments	243	5.3%
Forms, Permits, Licenses	172	3.75%
Welcome to Greenwood	151	3.3%
Spring Clean-Up Day	131	2.86%
Code Book of Ordinances	131	2.86%
Planning Commission	125	2.73%
Assessments & Taxes	123	2.69%
Mayor & City Council	100	2.18%
Photo Gallery	100	2.18%
Parks, Trails & Watercraft Amenities	81	1.77%
Elections, Voting	80	1.75%
Public Safety	76	1.66%
Watercraft Spaces	75	1.64%
Garbage & Recycling	75	1.64%
Meetings on TV	62	1.35%
St. Alban's Bay Lake Improvement District	62	1.35%
Community Surveys	60	1.31%
Comp Plan	58	1.27%
Agendas, Minutes, Meetings	56	1.22%
Budget & Finances	56	1.22%
RFPs & Bids	54	1.18%
Toilet Drain Guide	54	1.18%
Meetings	54	1.18%
Lake Minnetonka	54	1.18%
Sewer, Stormwater, Water, Garbage, Recycling	54	1.18%
Links	52	1.14%
Email Sign-Up	52	1.14%
Tree Contractors	49	1.07%
Finances, Taxes, Assessments	48	1.05%
Coyotes & Animal Services	45	0.98%
Fire Department	44	0.96%
July 4th	43	0.94%
News, Events	42	0.92%
Recreation, Amenities	36	0.79%
Emergency Preparedness	36	0.79%



Tour de Tonka	36	0.79%
City Newsletters	36	0.79%
Homesteading	35	0.76%
SABLID Email Sign-Up	34	0.74%
Well Water	34	0.74%
Old Log Events	34	0.74%
Smoke Testing	34	0.74%
Search Results	28	0.61%
Luck O' the Lake	24	0.52%
Christkindlsmarkt	23	0.5%
Library Events	23	0.5%
Unsubscribe	3	0.07%
---	2	0.04%
<b>TOTAL</b>	<b>4581</b>	<b>100%</b>

Generate Download File (.csv) for the current report: [Generate and Download](#)

**Done**



Agenda Number: **FYI**

**Agenda Item:** FYI Items in Council Packet

**Summary:** The attached items are included in the council packet for the council's information (FYI) only. FYI items typically include planning commission minutes and other items of interest to the council. When the agenda is approved at the beginning of the meeting, any council member may request to move an FYI item to the regular agenda for further discussion. Moved items will be placed under Other Business on the agenda.

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

May 25, 2019

Excelsior Fire District Board  
c/o Chief Ken Prillaman  
24100 Smithtown Road  
Shorewood, MN 55331



SENT VIA EMAIL

**Re: Greenwood's EFD Operating Committee Appointment**

EFD Board Members,

Since Greenwood's city clerk Dana Young also is the city administrator for Deephaven, it is unfair and unrealistic to expect him to represent two cities on the EFD Operating Committee. Therefore, at the 05-29-19 EFD Board meeting, I respectfully request that the Board honors Greenwood's decision to appoint an elected official to serve as Greenwood's Ex-Officio Member / Operating Committee Member. *Note: EFD JPA 2.2b states, "The chief administrative officer (city manager, administrator, or clerk) of each Member City shall serve on the Board as a non-voting Ex-Officio Member. EFD JPA 2.7 states the Ex-Officio Members shall comprise the Operating Committee.*

At our 04-03-19 meeting, the Greenwood city council appointed Councilman Tom Fletcher (Greenwood's EFD Board Member) as the city's Fire District Chief Administrative Officer to comply with EFD JPA 2.2b, so Greenwood can have representation on the Operating Committee. If the Board prefers, it is likely that the Greenwood city council would be willing to appoint me (Mayor Kind) instead. *Note: Councilman Fletcher and I comprise Greenwood's Administrative Committee and are the chief administrative officers of the city.*

Another option would be to proceed under EFD JPA 2.2c and have Greenwood's Alternate Member participate in the absence of an Ex-Officio Member. Since EFD JPA 2.2c specifically requires an elected official serve as the Alternate Ex-Officio Member / Operating Committee Member, there is not a JPA or state statute conflict by having an elected official serve in this capacity – contrary to what is stated in the 05-29-19 EFD Operating Committee Board Packet Memo.

The EFD Operating Committee Board Packet Memo also states, "The presence of an elected official at [Operating Committee] meetings could be to the detriment of the management of the organization, especially if the fire chief is experiencing issues with the Board." Minnesota Statute 13D.01 requires that "all meetings must be open to the public when required or permitted by law to transact public business in a meeting of any committee of a public body." Per EFD JPA 2.7, the Operating Committee has the authority to approve budgeted expenditures (transact public business). Thus, it is not appropriate to exclude elected officials or any other member of the public from Operating Committee meetings as implied in the memo. It is important that the EFD Board and Operating Committee immediately evaluate the Operating Committee procedures going forward to ensure full compliance with the Minnesota Open Meeting Law.

My hope is that this matter is resolved in a manner that is agreeable for all the EFD cities at the 05-29-19 Board meeting. If this is not possible, I respectfully request the EFD Board obtain the opinion of its attorney regarding the JPA's terms as they apply to Greenwood's appointment of an elected official to serve on the Operating Committee.

Sincerely,

A handwritten signature in black ink that reads "Debra J. Kind". The signature is written in a cursive, flowing style.

Debra J. Kind  
Mayor, City of Greenwood

CC: EFD Operating Committee, Greenwood City Council