

AGENDA

**GREENFIELD CITY COUNCIL
REGULAR MEETING**

**TUESDAY, JUNE 21, 2016 – 7:00 p.m.
CITY COUNCIL CHAMBERS – 6390 Town Hall Dr.**

**Public Comment:* To address the Council, speakers are asked to sign in and will be heard in the order of sign-up. Public comments shall be made at the podium with a three-minute time limit per speaker. Please begin by stating your name and address.

***Consent Agenda:* Items listed under Consent Agenda are considered routine in nature and will be enacted by a single roll call vote. There will be no separate discussion on these items unless a Council Member or citizen so requests. In that event the item will be removed from the Consent Agenda and considered in normal sequence.

Page

1. **Call Meeting To Order**
2. **Pledge of Allegiance**
3. **Roll Call:** Mayor Brad Johnson, Councilors Tom Cook, Mike Erickson, Mike Hoekstra, Mark Holten
4. **Approve agenda, with any amendments**
5. ***Public Comment/Response to Public Comment**
6. ****Consent Agenda**
 - A. Approve payment of claims in the amount of \$50,147.88 3-6
Check #26686-26719

General Fund	\$ 27,289.66
Park Dedication	\$ 636.01
Industrial Park Water	\$ 611.61
Lake Sarah Sewer	\$ 93.89
Industrial Park Sewer	\$ 729.41
Stormwater Management	\$ 18,743.65
Developer Escrows	\$ 2,043.65
 - B. Approve minutes of the June 7, 2016 Council workshop 7-8
 - C. Approve minutes of the June 7, 2016 Council meeting 9-11
7. **Discussion/Action Items**
 - A. **Public Works Recommendations**
 - (1) 2016 Seal Coat Project 12
 - (a) Adopt Resolution No. 16-21 – Resolution Awarding Contract for 2016 Seal Coat and Fogging Project 13

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(2) Street maintenance on Salem Lane, Pioneer Trail, and Commerce Circle	14-19
(3) Approve increase in Public Works part time pay from \$5,000 to \$15,000.	20
(a) Adopt Resolution No.16-22 – Resolution Approving 2016 Budget Amendment	21
<u>B. Approve Hennepin County Assessment Services Contract No. A165525</u>	22-35
<u>C. Comprehensive Plan Update</u>	36-44
(1) Adopt Resolution No.16-23: Resolution Identifying the Need for Funding to Complete its 2040 Comprehensive Plan Update and Authorizing an Application for Planning Assistance Grant Funds	45
(2) Authorize up to \$500 to have Hoisington Koegler Group complete the WebGrant application process for this grant.	
(3) <u>Approve membership to Minnesota Association of Small Cities</u>	46-49
(4) <u>Pioneer-Sarah Creek Watershed – 2017 Budget and Member Assessments</u>	50-78
<u>8. Discussion Item</u>	
A. Temporary Family Health Care Dwellings	79-95
<u>9. Information/Miscellaneous</u>	
A. Comments/reports from Mayor	
B. Comments/reports from Councilors	
C. Comments/reports from City Administrator	
D. Correspondence: Sheriff's Activity Report	96-99
<u>10. Adjourn</u>	

Note: This is a preliminary agenda and is subject to change. The Council will adopt a final agenda at the meeting.

***Check Detail Register©**

June 2016

		Check Amt	Invoice	Comment
10100 Bank West				
Paid Chk#	026686	6/21/2016	ABDO, EICK & MEYERS	
G 100-20200	Accounts Payable	\$5,000.00	367426	Audit Agreement
Total ABDO, EICK & MEYERS		\$5,000.00		
Paid Chk#	026687	6/21/2016	ACE HARDWARE	
G 100-20200	Accounts Payable	\$14.17	16-05/31	WAM Repair
G 100-20200	Accounts Payable	\$0.90	16-05/31	Fasteners
G 404-20200	Accounts Payable	\$129.65	16-05/31	Park Flowers
Total ACE HARDWARE		\$144.72		
Paid Chk#	026688	6/21/2016	ADAMS PEST CONTROL INC	
G 100-20200	Accounts Payable	\$53.00	2412442	Quarterly Spray
Total ADAMS PEST CONTROL INC		\$53.00		
Paid Chk#	026689	6/21/2016	AFFORDABLE SANITATION	
G 100-20200	Accounts Payable	\$126.00	13716-2	Monthly Service(Handicap)
G 100-20200	Accounts Payable	\$171.50	143	Monthly Service(Handicap)
Total AFFORDABLE SANITATION		\$297.50		
Paid Chk#	026690	6/21/2016	AFLAC	
G 100-20200	Accounts Payable	\$68.28	694625	monthly premium
Total AFLAC		\$68.28		
aid Chk#	026691	6/21/2016	AMERIPRIDE SERVICES INC	
G 100-20200	Accounts Payable	\$1.73	1003472706	Towels
G 100-20200	Accounts Payable	\$5.92	1003472706	Jeremy
G 100-20200	Accounts Payable	\$5.90	1003472706	Justin
G 100-20200	Accounts Payable	\$6.00	1003472706	Service Charge
G 100-20200	Accounts Payable	\$14.71	1003472706	Mats
G 100-20200	Accounts Payable	\$5.90	1003472706	Kris
G 100-20200	Accounts Payable	\$1.73	1003480719	Towels
G 100-20200	Accounts Payable	\$6.00	1003480719	Service Charge
G 100-20200	Accounts Payable	\$14.71	1003480719	Mats
G 100-20200	Accounts Payable	\$5.90	1003480719	Justin
G 100-20200	Accounts Payable	\$5.90	1003480719	Kris
G 100-20200	Accounts Payable	\$5.92	1003480719	Jeremy
Total AMERIPRIDE SERVICES INC		\$80.32		
Paid Chk#	026692	6/21/2016	BERGANKDV	
G 100-20200	Accounts Payable	\$600.00	923258	Audit Services (4)
Total BERGANKDV		\$600.00		
Paid Chk#	026693	6/21/2016	BNC HEATING AND COOLING SERVIC	
G 100-20200	Accounts Payable	\$154.00	2386	OTH Air Cond. Repair
Total BNC HEATING AND COOLING SERVIC		\$154.00		
Paid Chk#	026694	6/21/2016	CARSON, CLELLAND & SCHREDER	
G 100-20200	Accounts Payable	\$889.97	16-05/27	Criminal w/expenses
G 100-20200	Accounts Payable	\$277.92	16-05/27	Civil w/expenses
G 100-20200	Accounts Payable	\$11.67	16-05/27	Audit Coorespondance
G 100-20200	Accounts Payable	\$47.50	16-05/27	Ritter Nuisance
Total CARSON, CLELLAND & SCHREDER		\$1,227.06		
Paid Chk#	026695	6/21/2016	CENTERPOINT ENERGY-GAS	

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June 2016

			Check Amt	Invoice	Comment
G 100-20200	Accounts Payable		\$49.27	16-05/26	6390 Town Hall - Main (Shop)
G 100-20200	Accounts Payable		\$67.16	16-05/26	7738 Commerce Circle
G 100-20200	Accounts Payable		\$25.08	16-05/26	6390 Town Hall - City
G 601-20200	Accounts Payable		\$15.85	16-05/26	7700 69th Ave (WTP)
G 603-20200	Accounts Payable		\$45.43	16-05/26	8555 State Hwy 55 (WWTP)
Total CENTERPOINT ENERGY-GAS			\$202.79		
Paid Chk# 026696 6/21/2016 CENTURYLINK					
G 100-20200	Accounts Payable		\$37.88	16-05/25	Phone service
G 100-20200	Accounts Payable		\$350.44	16-05/28	Phone service
Total CENTURYLINK			\$388.32		
Paid Chk# 026697 6/21/2016 DAVES MULCH STORE LLC					
G 100-20200	Accounts Payable		\$640.00	9745	Mulch for Thousand Hearts Serve Day
Total DAVES MULCH STORE LLC			\$640.00		
Paid Chk# 026698 6/21/2016 FOBBE, CHRISTINA D					
G 100-20200	Accounts Payable		\$100.00	16-06/09	Cleaning City Hall
Total FOBBE, CHRISTINA D			\$100.00		
Paid Chk# 026699 6/21/2016 HENNEPIN CO ASSESSOR					
G 100-20200	Accounts Payable		\$15,500.00	1000077458	Semi-Annual Assessment Fees
Total HENNEPIN CO ASSESSOR			\$15,500.00		
Paid Chk# 026700 6/21/2016 HENNEPIN CO RECORDER					
G 100-20200	Accounts Payable		\$7.00	16-06/01	28-119-24-41-0001 Copy of Ag Preserve Initiating
Total HENNEPIN CO RECORDER			\$7.00		
Paid Chk# 026701 6/21/2016 HENNEPIN CO RECORDER					
G 100-20200	Accounts Payable		\$4.00	16-06/02	16-119-24-43-0001, Ag Preserve Opting Out
Total HENNEPIN CO RECORDER			\$4.00		
Paid Chk# 026702 6/21/2016 HENNEPIN CO RECORDER					
G 100-20200	Accounts Payable		\$7.00	16-06/03	24-119-24-42-0003, Ag Preserve Initiating
Total HENNEPIN CO RECORDER			\$7.00		
Paid Chk# 026703 6/21/2016 HENNEPIN CO RECORDER					
G 100-20200	Accounts Payable		\$15.00	16-06/04	Fox Creek Estates Recorded Final Plat
Total HENNEPIN CO RECORDER			\$15.00		
Paid Chk# 026704 6/21/2016 HOISINGTON KOEGLER GROUP INC.					
G 100-20200	Accounts Payable		\$147.50	006-051-81	General Acctg Svcs
G 820-20200	Accounts Payable		\$1,746.20	006-051-81	Buffie Subdivision
G 820-20200	Accounts Payable		\$297.45	006-051-81	Gerstner Variance-9119 Xenia Ct
Total HOISINGTON KOEGLER GROUP INC.			\$2,191.15		
Paid Chk# 026705 6/21/2016 HOLIDAY CREDIT OFFICE					
G 100-20200	Accounts Payable		(\$2.03)	16-06/08	Monthly Statement
G 100-20200	Accounts Payable		\$147.57	16-06/08	Fuel
Total HOLIDAY CREDIT OFFICE			\$145.54		
Paid Chk# 026706 6/21/2016 KONICA MINOLTA BUSINESS SOLUTI					
G 100-20200	Accounts Payable		\$28.50	239928940	Base Monthly Rate
G 100-20200	Accounts Payable		\$30.47	239928940	Color Copy Overage
Total KONICA MINOLTA BUSINESS SOLUTI			\$58.97		

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June 2016

			Check Amt	Invoice	Comment
Paid Chk# 026707	6/21/2016	LOGICNET, LLC			
G 100-20200	Accounts Payable		\$477.00	5014	Monthly Mntnce Contract
Total LOGICNET, LLC			\$477.00		
Paid Chk# 026708	6/21/2016	MCFOA			
G 100-20200	Accounts Payable		\$35.00	16-07/01	Margaret 2016-2017 Dues
G 100-20200	Accounts Payable		\$40.00	16-07/01	Bonnie 2016-2017 Dues
Total MCFOA			\$75.00		
Paid Chk# 026709	6/21/2016	MENARDS			
G 100-20200	Accounts Payable		\$158.23	13741	Plumbing Materials for Softener
Total MENARDS			\$158.23		
Paid Chk# 026710	6/21/2016	MN DEPT OF HEALTH			
G 601-20200	Accounts Payable		\$146.00	16-06/30	Quarterly Water Connection Fee
Total MN DEPT OF HEALTH			\$146.00		
Paid Chk# 026711	6/21/2016	PIONEER ATHLETICS CO			
G 404-20200	Accounts Payable		\$506.36	598316	Bases Etc. for Ball Field
Total PIONEER ATHLETICS CO			\$506.36		
Paid Chk# 026712	6/21/2016	PIONEER-SARAH CREEK WATERSHED			
G 604-20200	Accounts Payable		\$18,743.65	080-1	Bi-Annual Membership Dues
Total PIONEER-SARAH CREEK WATERSHED			\$18,743.65		
Paid Chk# 026713	6/21/2016	PREMIUM WATERS INC			
G 100-20200	Accounts Payable		\$57.04	603275-05-16	Monthly Water
Total PREMIUM WATERS INC			\$57.04		
Paid Chk# 026714	6/21/2016	T-MOBILE			
G 100-20200	Accounts Payable		\$21.06	16-06/04	Kris
G 100-20200	Accounts Payable		\$21.06	16-06/04	Justin
G 100-20200	Accounts Payable		\$21.61	16-06/04	Jeremy
Total T-MOBILE			\$63.73		
Paid Chk# 026715	6/21/2016	TRACTOR SUPPLY CREDIT PLAN			
G 100-20200	Accounts Payable		\$17.99	16-05/30	Potting Soil
G 100-20200	Accounts Payable		\$35.97	16-05/30	Lifting Slings
G 100-20200	Accounts Payable		\$2.62	16-05/30	WAM Bolts
Total TRACTOR SUPPLY CREDIT PLAN			\$56.58		
Paid Chk# 026716	6/21/2016	WARRIOR SPECIALTY CONTRACTING			
G 100-20200	Accounts Payable		\$340.00	060616	Transport Tractor Back & Forth Repair
Total WARRIOR SPECIALTY CONTRACTING			\$340.00		
Paid Chk# 026717	6/21/2016	WESTSIDE TIRE			
G 100-20200	Accounts Payable		\$25.26	768732	WAM Tire Repair
Total WESTSIDE TIRE			\$25.26		
Paid Chk# 026718	6/21/2016	WRIGHT HENNEPIN -CITY USAGE			
G 100-20200	Accounts Payable		\$11.93	16-06/10	000-0100-6938 - Siren
G 601-20200	Accounts Payable		\$122.01	16-06/10	050-1513-9600 - WTP Security
G 603-20200	Accounts Payable		\$592.91	16-06/10	150-1486-5200 - WWTP
G 100-20200	Accounts Payable		\$454.05	16-06/10	121-1270-0101 - City Hall
G 602-20200	Accounts Payable		\$93.89	16-06/10	121-1276-6200/6300/6400-Lk Sar

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June 2016

	Check Amt	Invoice	Comment
G 601-20200 Accounts Payable	\$327.75	16-06/10	150-1513-9600 - WTP
G 603-20200 Accounts Payable	\$91.07	16-06/10	050-1486-5200 - WWTP Security
G 100-20200 Accounts Payable	\$76.82	16-06/10	150-1539-8500 - Stoplights
G 100-20200 Accounts Payable	\$749.57	16-06/10	Streetlights
Total WRIGHT HENNEPIN -CITY USAGE	\$2,520.00		
<hr/>			
Paid Chk# 026719 6/21/2016 XCEL ENERGY			
G 100-20200 Accounts Payable	\$94.38	16-06/02	51-5652764-9 - Streetlight OTH
Total XCEL ENERGY	\$94.38		
10100 Bank West	\$50,147.88		

Fund Summary

10100 Bank West	
100 General Fund	\$27,289.66
404 Park Dedication	\$636.01
601 Industrial Park Water	\$611.61
602 Lake Sarah Sewer	\$93.89
603 Industrial Park Sewer	\$729.41
604 Stormwater Management	\$18,743.65
820 Developer Escrows-2014 to Curr	\$2,043.65
	<hr/>
	\$50,147.88

**CITY OF GREENFIELD
CITY COUNCIL WORKSHOP MINUTES
June 7, 2016**

The City Council of the City of Greenfield, Minnesota, met in workshop session on Tuesday, June 7, 2016, at 6:00 p.m. in the council chambers at 6390 Town Hall Drive.

1. Call Meeting to Order

Mayor Johnson called the workshop to order at 6:00 p.m.

2. Roll Call

Members present: Mayor Brad Johnson, Councilmembers Tom Cook, Mike Erickson, Mike Hoekstra, and Mark Holten

Staff present: City Administrator Bonnie Ritter, and Public Works Supervisor Jeremy Ketcher

3. Public Works Discussions

A. Part time employee budget 2016

Ketcher is requesting an additional \$10,000 for the part-time employee budget for 2016. He stated that during the budget discussions last year this line item was reduced to \$5,000 from the \$15,000 that he requested. He summarized his justification for this request and after discussion it was decided to put this item on the Council agenda for June 21 for discussion/action.

B. Road condition update

Ketcher handed out a map of the City that has the streets colored coded to show their present condition. This map was a joint effort of Ketcher and the City Engineer and will be used in determining what streets take priority for maintenance.

C. 2016 Crack seal schedule

Ketcher stated that all streets that needed it were crack sealed in 2014, and that crack seal is the #1 priority of most cities. He was asked if this would should be done earlier next year and Ketcher stated that the vendors' season for crack seal is usually May to November.

D. 2016 Seal coat and fogging schedule

The Council asked Ketcher to do more research on what other cities use the fogging process after seal coating, and their experience with this.

E. CIP light duty dump truck replacement

Ketcher stated that in 2015, the Council decided to not replace the light duty dump truck using funds from the equipment certificate that was used to purchase the wheel loader and heavy duty tandem axle dump truck, but rather to use reserve funds for the purchase of the light duty dump truck.

Erickson, Johnson and Holten expressed agreement for the purchase and Cook stated he doesn't remember the discussion as outlined above, and research needs to be done to determine exactly what kind of truck we need. Johnson asked about the additional cost of a dump versus a regular box

and Ketcher will do more research and bring it back to a future Council meeting for consideration/action.

F. 71st Lane North drain tile installation

This project was previously discussed as one of three parts of the Greenfield Road drainage project. Ketcher will get numbers together to determine if it feasible to do the work in-house or contract it out. Cook asked that Hennepin County be contacted to see if this project could be eligible for some funding as part of the Dance Hall Creek Study.

4. Adjourn

MOTION by Holten, seconded by Erickson to adjourn at 7:01 p.m. All voted in favor. Motion carried.

Attest: Bonnie Ritter, City Administrator

Mayor Brad Johnson

**CITY OF GREENFIELD
CITY COUNCIL MINUTES
June 7, 2016**

The City Council of the City of Greenfield, Minnesota, met in regular session on Tuesday, June 7, 2016, at 7:00 p.m. in the council chambers at 6390 Town Hall Drive.

1. Call Meeting to Order

Mayor Johnson called the meeting to order at 7:10 p.m.

2. Pledge of Allegiance

3. Roll Call

Members present: Mayor Brad Johnson; Councilors Tom Cook, Mike Erickson, Mike Hoekstra, and Mark Holten

Staff present: City Administrator Bonnie Ritter, and Public Works Supervisor Jeremy Ketcher

4. Approve agenda

MOTION by Cook, seconded by Erickson to approve the agenda as amended by adding item 7C, Lake Sarah Fishing Tournament approval. All voted in favor. Motion carried.

5. Public Comment/Response to Public Comment

Chuck Alcon, 6138 76th Lane, stated that the City is coming up on \$400,000 that has been given to the Watershed over the last few years. He informed the Council that he recently submitted a data request and presented pictures to the Council that showed how the records are presently being stored. He questioned why the Watershed collects \$374/month for a storage locker that costs \$220/month. He requested that the Watershed be put on a Council agenda for discussion. He is suggesting that the Council ask the Watershed to record their meetings. He also asked that the Council get out of the JPA with the Pioneer-Sarah Creek Watershed and join the Elm Creek Watershed for about \$8,000/yr instead of the \$39,000+ that will be paid in 2017.

6. Consent agenda

MOTION by Cook, seconded by Holten to approve the consent agenda. All voted in favor. Motion carried.

A. Approve payment of claims in the amount of \$28,418.98

Check #26652-26685

General Fund	\$ 17,088.75
Park Dedication	\$ 298.95
Industrial Park Water	\$ 3,717.93
Lake Sarah Sewer	\$ 889.97
Industrial Park Sewer	\$ 5,483.48
Developer Escrows	\$ 939.90

B. Approve minutes of the May 17, 2016 Council Workshop meeting

- C. Approve minutes of the May 17, 2016 Council meeting
- D. Approve minutes of the January 26, 2016 Joint Planning Commission and City Council meeting

7. **Discussion/Action Items**

A. **Three Rivers Park District regarding acquisition of land**

Three Rivers is requesting that the Council adopt this resolution as a show of support for them purchasing the Buffie outlots that were a result of the final plat approval at the May 7, 2016 meeting.

MOTION by Cook, seconded by Hoekstra to adopt the following resolution. All voted in favor. Motion carried.

RESOLUTION NO. 16-19: RESOLUTION OF SUPPORT FOR THE ACQUISITION OF THE PROPERTY LOCATED WITHIN THE LAKE SARAH REGIONAL PARK

B. **Jeremy Ketcher with seal coat/fogging bids and crack seal quotes**

Ketcher presented the results of the bids and quotes for seal coat/fogging and crack seal. The Council questioned the quality of last year's seal coating and asked Ketcher to contact the vendor to find out why the quality seemed different last year than previous years. They also asked Ketcher to contact other cities that have used the fogging after the seal coat process to find out their opinions on the results of this process.

MOTION by Holten, seconded by Hoekstra to adopt the following resolution. All voted in favor. Motion carried.

RESOLUTION NO. 16-20: RESOLUTION AWARDED CONTRACT FOR 2016 CRACK SEAL PROJECT

C. **Lake Sarah Fishing Tournament request for approval**

Earlier today City staff received a request from the MN Bass Nation to hold a fishing tournament this Saturday, June 11, on Lake Sarah. They indicated that they need City approval before the Hennepin County Water Patrol will issue them a permit.

Holten requested that they notify the Lake Sarah Association of this event, and others in the future.

MOTION by Holten, seconded by Erickson to approve a fishing tournament sponsored by MN Bass Nation on Saturday, June 11, 2016, on Lake Sarah. All voted in favor. Motion carried.

8. Information/Miscellaneous

- A. Comments/reports from Mayor – Johnson reported on the recent Rockford Fire meeting. He noted that there is a shortage of responders during the day, and with 95% of the calls being medical, the Fire Department is using EMR's for those calls. Johnson asked that City staff consider joining the Fire Department in the capacity to be able to answer medical calls during the daytime hours. Ketcher asked if the employees' regular city pay would continue while an employee is responding to a call and the Mayor indicated that they would continue to receive their City pay rate while responding to calls. Johnson stated that this is not mandatory, but something that he would like city employees to consider.
- B. Comments/reports from Councilors
- C. Comments/reports from Administrator
- D. Correspondence: none.

9. Adjourn

MOTION by Erickson, seconded by Holten to adjourn at 8:07 p.m. All voted in favor. Motion carried.

Attest: Bonnie Ritter, City Administrator

Mayor Brad Johnson

**City of Greenfield
City Council Meeting**

June 21, 2016

TO: Honorable Mayor and Councilors
FROM: Public Works Supervisor Jeremy Ketcher
SUBJECT: 2016 Seal Coat

Mayor and Council:

A representative from Pearson Brothers will be present at the meeting to answer any questions pertaining to seal coat operations.

**CITY OF GREENFIELD
RESOLUTION NO. 16-21**

RESOLUTION AWARDING CONTRACT FOR 2016 SEAL COAT AND FOGGING PROJECT

WHEREAS, 2016 Seal Coating and Fogging Project bids were opened and tabulated on June 1, 2016;
and

WHEREAS, the following bids were received:

<u>Company</u>	<u>Seal Coat</u>	<u>Fogging</u>	<u>Total</u>
Pearson Brothers	\$66,821.00	\$12,695.99	\$79,516.99
Allied Blacktop	\$68,824.60	\$23,387.00	\$92,211.60

NOW, THEREFORE BE IT RESOLVED that the City Council of the City of Greenfield, Minnesota, approves and directs the City Administrator to enter into a contract with Pearson Brothers for the 2016 Seal Coat and Fogging Project in the amount of \$79,516.99.

Adopted by the City Council this 21st day of June, 2016.

Attest: Bonnie Ritter, City Administrator-Clerk

Mayor Brad Johnson

**City of Greenfield
City Council Meeting**

June 21, 2016

TO: Honorable Mayor and Councilors
FROM: Public Works Supervisor Jeremy Ketcher
SUBJECT: Pioneer Trail, Salem Lane, and Commerce Circle Boring Results

Mayor and Council:

Ron Wagner P.E. will be present at the meeting to discuss the findings of the boring samples and to present solutions.

MEMORANDUM

TO: Mayor and City Council

FROM: Ronald J. Wagner, City Engineer

DATE: June 2, 2016

RE: Potential Street Improvements

The City of Greenfield has requested a more in depth review of three streets with regard to potential costs of street improvement. In order to determine the best procedures for long term repair or replacement of the street, soils borings and a geotechnical evaluation of the underlying soils were completed. The results of those have been reviewed by Hakanson Anderson and a cost estimate determined for each of the street improvements.

1) Salem Lane

Salem Lane is a short stretch (840') of gravel rural road which traverses a wetland area. 3 soils borings were completed. Due to the depth of poor soils or peat, it would be too expensive to remove and replace all unsuitable soils below the road. Depth of peat ranged between 12 to 14 feet in a couple of borings. The most viable option is to remove enough material which is susceptible to high frost heaving potential and replace with granular drainable material that will not expand as greatly under frozen conditions and will release water more quickly once thawed. We recommend to remove the top 3' of the existing street section and replace with 24" of granular sand drainage layer and 12" of class 5 for a travel surface and to cap from most surface water penetration. Included in the street section is soil separation fabric between the poorer soils and the clean sand layer. Also is a grid fabric to strengthen and minimize soil movement in the event of uneven heaving. Maintaining a uniform section throughout the general frost susceptible area is crucial in alleviating uneven heaving. The cost estimate for this option is approx.. \$157k which equates to \$187 per linear foot. The cost is quite high but successfully bridging this deep and this poor of soils will come at a significant cost.

2) Pioneer Trail

The stretch of Pioneer Trail from Rebecca Park Trail to ¼ mile south of Rebecca Park Trail is falling apart with large areas nearly unpassable this spring due to significant frost boils. Three soils borings with a geotechnical report was completed. Following the geotechnical recommendation, the street would have the existing asphalt and class

5 reclaimed. The existing subgrade would be dried and compacted, the reclaim/class 5 mix shaped and compacted and 3 1/2" of asphalt placed. The new uniform street sections with restored crown and asphalt surface would keep water from penetrating and saturating the base. This cost estimate for this section of street is \$78k or \$62.60 per linear foot. Pioneer Trail's current pavement condition index (PCI) is less than 40.

3) Commerce Circle

The Commerce Circle south of TH55 has issues with water within the street sections as it has poor drainage due to no ditches or gutters. Again, 3 soils brings with a geotechnical report was completed. Following the geotechnical recommendation, the street would have the existing asphalt and class 5 reclaimed. The existing subgrade would be dried and compacted, the reclaim/class 5 mix shaped and compacted and 3 1/2" of asphalt placed. We recommend curb and gutter be installed to drain storm water away from the street to ensure the street lasts. This cost estimate for this section of street is \$87k or \$102.58 per linear foot. Commerce Circles PCI is less than 60.

If you have any questions, I plan on attending the June 7th council meeting or you may email me prior to that.





Greenfield
LIVE • WORK • PLAY

Recommended
G.E. = 21
Provided G.E. =
28

2016 Renewal Project

Salem Lane - Gravel Road Reconstruct (w/ extra G.E.)

Item Description	Estimated Quantity	Unit Type	Cost per Unit	Extended Total Per Unit
Muck Excavation	2330	CY	\$ 8.00	\$ 18,640.00
Common Excavation	1170	CY	\$ 3.00	\$ 3,510.00
Class 3 or 4	3620	Ton	\$ 15.00	\$ 54,300.00
Class 5	1960	Ton	\$ 15.00	\$ 29,400.00
Shouldering - Top Soil	80	Ton	\$ 10.00	\$ 800.00
Geotextile Fabric Type V	2800	SY	\$ 2.25	\$ 6,300.00
Geotextile Fabric (Grid)	2800	SY	\$ 4.25	\$ 11,900.00
4" Draintile	500	LF	\$ 11.50	\$ 5,750.00
Turf Establishment	0.12	AC	\$ 5,000.00	\$ 600.00
Construction Total				\$ 131,200.00
Contingency & Overhead	20%			\$ 26,240.00
Project Total				\$ 157,440.00

Proposed Assessment 0%
City Portion 100%

\$
\$ 157,440.00





Greenfield
LIVE • WORK • PLAY

Recommended
G.E. = 14.5
Provided G.E. =
14.5

2016 Renewal Project Commerce Circle - Reclaim and Pave

Item Description	Estimated Quantity	Unit Type	Cost per Unit	Extended Total Per Unit
Remove Concrete Curb	1830	LF	\$ 5.00	\$ 9,150.00
1.5" Wear Course	210	Tons	\$ 70.00	\$ 14,700.00
2.5" Non-Wear Course	350	Tons	\$ 65.00	\$ 22,750.00
Concrete Curb and Gutter	1830	LF	\$ 15.00	\$ 27,450.00
Full Depth Saw Cut	0	LF	\$ 5.00	\$ -
Mill 1 1/2" Deep	20	SY	\$ 5.00	\$ 100.00
Bituminous Reclamation	2370	SY	\$ 2.25	\$ 5,332.50
Tack Oil	130	Gallons	\$ 3.00	\$ 390.00
Subgrade Prep	9	RD ST	\$ 500.00	\$ 4,500.00
Class 5	0	Ton	\$ 15.00	\$ -
Class 3 or 4	0	Ton	\$ 15.00	\$ -
Geotextile Fabric (Grid)	0	SY	\$ 4.25	\$ -
Shouldering - Top Soil	0	Ton	\$ 10.00	\$ -
Turf Establishment	0.12	ac	\$ 5,000.00	\$ 600.00
Construction Total				\$ 75,822.50
Contingency & Overhead	15%			\$ 11,373.38
Project Total				\$ 87,195.88

Proposed Assessment 0%
City Portion 100%

\$ -
\$ 87,195.88





Greenfield
LIVE • WORK • PLAY

Recommended
G.E. = 14.5
Provided G.E. =
14.5

2016 Renewal Project Pioneer Trail - Reclaim and Pave

Item Description	Estimated Quantity	Unit Type	Cost per Unit	Extended Total Per Unit
1.5" Wear Course	290	Tons	\$ 70.00	\$ 20,300.00
2.5" Non-Wear Course	480	Tons	\$ 65.00	\$ 31,200.00
Full Depth Saw Cut	0	LF	\$ 5.00	\$ -
Mill 1 1/2" Deep	20	SY	\$ 5.00	\$ 100.00
Bituminous Reclamation	3270	SY	\$ 2.25	\$ 7,357.50
Tack Oil	180	Gallons	\$ 3.00	\$ 540.00
Subgrade Prep	13	RD ST	\$ 500.00	\$ 6,500.00
Class 5	0	Ton	\$ 15.00	\$ -
Class 3 or 4	0	Ton	\$ 15.00	\$ -
Geotextile Fabric (Grid)	0	SY	\$ 4.25	\$ -
Shouldering - Top Soil	120	Ton	\$ 10.00	\$ 1,200.00
Turf Establishment	0.17	ac	\$ 5,000.00	\$ 850.00
Construction Total				\$ 68,047.50
Contingency & Overhead	15%			\$ 10,207.13
Project Total				\$ 78,254.63

Proposed Assessment 0%
City Portion 100%

\$ -
\$ 78,254.63



**City of Greenfield
City Council Meeting**

June 21, 2016

TO: Honorable Mayor and Councilors
FROM: Public Works Supervisor Jeremy Ketcher
SUBJECT: Part-Time Employee Budget

Mayor and Council:

2016 part-time employee budget was set at \$5,000. Initially \$15,000 was requested. Through council decision, the budget was reduced to \$5,000. As of June 16th, approximately 50% of the budget has been consumed, or \$2,485. At the current rate, the part-time help budget will be exhausted by August 1st. Leaving Public Works short staffed for 11 weeks of mowing, weed whipping, and watering. Public Works would also be short staffed for all ditching projects (ten plus projects), dust control preparations, dust control applications, city wide brushing operations, volunteer created area beautification maintenance, and significant snow removal operations
Public Works staff requires an additional \$10,000 for part-time help.

In summary, Public Works staff requires and requests an additional \$10,000 for part-time employees to meet the City's needs.

I will be present at the meeting to answer any questions.

**CITY OF GREENFIELD
RESOLUTION NO. 16-22**

A RESOLUTION APPROVING 2016 BUDGET AMENDMENT

WHEREAS, the annual 2016 budget may be amended by the City Council due to omissions, corrections, or unanticipated expenditures or revenues; and

WHEREAS, the current year-to-date budget has been reviewed by staff and there is a certain account that requires amendment,

NOW, THEREFORE BE IT RESOLVED that the City Council of the City of Greenfield authorizes the City Administrator to amend the 2016 budget as follows:

<u>Account No.</u>	<u>Account Description</u>	<u>Amount of Increase</u>	<u>Final Budget</u>
E 100-430-3000-41030	Part Time Pay	\$10,000	\$15,000

Adopted by the City Council this 21st day of June, 2016.

Mayor Brad Johnson

Attest: Bonnie Ritter, City Administrator-Clerk

**City of Greenfield
City Council Meeting**

June 21, 2016

TO: Honorable Mayor and Councilors
FROM: City Administrator Bonnie Ritter
SUBJECT: Contract Approval for Hennepin County Assessment Services

Mayor and Council:

For your consideration and approval is Contract No. A165525 with Hennepin County for property assessment services for 2017, 2018, 2019 and 2020. The contract price for 2017 is quoted at \$39,000.

The previous contract was for 2014 (\$29,000), 2015 (\$30,000), and 2016 (\$31,000). The contract specifics are similar and has been reviewed by the City Attorney.

Staff recommends approval of this contract.



Hennepin County Assessor Department

A-2103 Government Center
300 South Sixth Street
Minneapolis, Minnesota 55487-0213

www.co.hennepin.mn.us

Margaret Webb
Assistant to the City Manager
City of Greenfield
7738 Commerce Circle
Greenfield, MN 55373

RE: Assessment Services Agreement

Dear Margaret Webb,

RECEIVED JUN 08 2016

Enclosed for your review and City Council approval is our Assessment Service Agreement (plus three copies) between the City of Greenfield and Hennepin County. The approval of this agreement will continue our relationship as your City Assessor for the next four (4) years.

In the first year of the agreement we are estimating the cost to complete your 2017 assessment at \$39,000.00. This estimate includes the costs to deliver all of the services listed in Exhibit A of the agreement.

I want to assure you that we are making every effort to keep our costs to a minimum while still providing the best possible customer service to your taxpayers in setting and preserving your assessed values.

After City Council approval please return all three (3) signed original agreements by July 11, 2016, to:

James Atchison
c/o Hennepin County Assessor
A – 2103 Government Center MC 213
Minneapolis, MN 55487-0213

I have also enclosed the “Hennepin County Assessor’s Office: At a Glance” document as a reminder of the assessment credentials and professional profile that the Hennepin County Assessor’s Office brings to our collaborative relationship.

If you have any questions, or would like to further discuss any of these items, please contact me at James.Atchison@Hennepin.us or (612)348-4567.

Sincerely,

James R. Atchison

Hennepin County Assessor

Enc



HENNEPIN COUNTY

ASSESSOR'S OFFICE

Experience & Expertise

Our team consists of 50 plus staff that collectively has hundreds of years of service and experience in the assessing profession. This does not include additional years of fee appraisal, construction, property management and other real estate experience. In addition, all of our staff receive professional education and continuing assessment training. We have 38 team members with assessment designations through the Minnesota State Board of Assessors, 19 of which are Senior Accredited Minnesota Assessors, the highest level of accreditation given by the State Board of Assessors.

Our staff:

- Includes experts specializing in homesteads, exemptions, Veteran's Exclusions, Open Space, Green Acres, Local Board of Appeal and Equalization and tax court appeals
- Is qualified to appraise all property in Hennepin County
- Is specialized in dealing with executive homes, lakeshore and agricultural properties
- Has valuation modeling & statistical analysis experts
- Has direct access to IT/technical experts, legal experts, real estate tax experts, project managers, trainers and business analysts

Professional Staff

Our team consists of well-networked, well educated staff who have connections and resources with colleagues not only in the profession of assessing, but also with other county resources such as IT, project management, training and education. In addition:

- Many of our staff members are active in professional organizations, giving them better access to education and training resources, networking and a larger influence in guiding related state wide policies.
- You can have confidence and trust in staff that undergo background checks, driver's license validations and data security training.
- We engage our staff by offering fair compensation, good benefits, opportunities for growth and an inviting culture.
- We ensure stability and continuity of staff through mentoring and knowledge transfer.
- We do not use sub-contractors for appraisal staff.



HENNEPIN COUNTY

ASSESSORS OFFICE

June 1, 2016

At a Glance

Learn why the Hennepin County Assessor's Office should be your choice for your assessing needs.

Our mission is to value and classify property, uniformly and accurately.

Why Hennepin County?

- Customer Service
- Uniformity & Accuracy
- Trust & Transparency
- Resources & Tools
- Experience & Expertise
- Professional Staff

Customer Service

Customer service is an important core value of Hennepin County and is an integral part of the Hennepin County Assessor's practical vision and office values.

- We are committed to having professional employees that are equipped with the training and skills needed to effectively educate and serve our stakeholders.
- We strive for open communication with stakeholders for an effective partnership.
- We engage and respond to customers with care in all situations.
- We achieve excellence in valuation and classification at a reasonable cost.

Assessment Uniformity and Accuracy

Our informed staff are knowledgeable of regional and local markets, rather than just one city.

Trust and Transparency

We are committed to establishing a culture of trust and transparency by enforcing:

- Clear expectations for measurable success
- High level of assessment standards and professional conduct
- Required IT security training
- A commitment by staff to the function of valuing and classifying property for Hennepin County

Resources and Tools

- Our staff has access to tools such as Pictometry, Marshall & Swift, RecordEase, GIS and licensed valuation publications.
- We use Open Book resources and options including a 'regional' Open Book with multiple locations and times.
- Our data is digitized and secure.
- We have direct access to legal counsel.

AGREEMENT

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

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

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

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

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

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

1. The COUNTY shall perform the 2017, 2018, 2019, and 2020 property assessment for the CITY OF GREENFIELD in accordance with property assessment procedures and practices established and observed by the COUNTY, the validity and reasonableness of which are hereby acknowledged and approved by the CITY. Any such practices and procedures may be changed from time to time, by the COUNTY in its sole judgment, when good and efficient assessment procedures so require. The property assessment by the COUNTY shall be composed of those assessment services

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

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

3. The CITY agrees to furnish, without charge, secured office space needed by the COUNTY at appropriate places in the CITY's offices. The keys thereto shall be provided to the COUNTY. Such office space shall be sufficient in size to accommodate reasonably two (2) appraiser and any furniture placed therein. The office space shall be available for the COUNTY's use at any and all times during typical business hours, and during all such hours the COUNTY shall be provided with levels of heat, air conditioning and ventilation as are appropriate for the seasons.

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

5. It shall be the responsibility of the CITY to have available at the CITY's offices a person who has the knowledge and skill to be able to answer routine questions pertaining to homesteads and property assessment matters and to receive, evaluate and organize homestead applications. The CITY shall store all homestead applications and homestead data in secure storage meeting the requirements set by the COUNTY.

It shall also be the responsibility of the CITY to promptly refer any homestead application which needs investigation to the COUNTY.

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

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

agency, board, commission or court. Such personnel or other persons shall not require nor be entitled to any compensation, rights or benefits of any kind whatsoever from the COUNTY, including, without limitation, tenure rights, medical and hospital care, sick and vacation leave, Workers' Compensation, Re-employment Compensation, disability, severance pay and retirement benefits.

8. CITY agrees that it will defend, indemnify and hold the COUNTY, its elected officials, officers, agents, employees and duly authorized volunteers harmless from any and all liability (statutory or otherwise) claims, suits, damages, judgments, interest, costs or expenses (including reasonable attorney's fees, witness fees and disbursements incurred in the defense thereof) resulting from or caused by the negligent or intentional acts or omissions of the CITY, its officers, agents, contractors, employees or duly authorized volunteers in the performance of the responsibilities provided by this Agreement. The CITY's liability shall be governed by Minn. Stat. Chapter 466 and other applicable law, rule and regulation, including common law.

9. COUNTY agrees that it will defend, indemnify and hold the CITY, its elected officials, officers, agents, employees and duly authorized volunteers harmless from any and all liability (statutory or otherwise) claims, suits, damages, judgments, interest, costs or expenses (including reasonable attorney's fees, witness fees and disbursements incurred in the defense thereof) resulting from or caused by the negligent or intentional acts or omissions of the COUNTY, its officers, agents, contractors, employees or duly authorized volunteers in the performance of the responsibilities provided by this Agreement. The COUNTY's liability shall be governed by Minn. Stat. Chapter 466 and other applicable law, rule and regulation, including common law.

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

11. Neither party hereto shall be deemed to be in default of any provision of this Agreement, or for delay or failure in performance, resulting from causes beyond the reasonable control of such party, which causes shall include, but are not limited to, acts of God, labor disputes, acts of civil or military authority, fire, civil disturbance, changes in laws, ordinances or regulations which materially affect the provisions hereof, or any other causes beyond the parties' reasonable control.

12. This Agreement shall commence on August 1, 2016, and shall terminate on July 31, 2020. Either party may initiate an extension of this Agreement for a term of four (4) years by giving the other written notice of its intent to so extend prior to March 1, 2020. If the party who receives said notice of intent to extend gives written notice to the other party of its desire not to extend prior to, April 15, 2020 this Agreement shall terminate on July 31, 2020.

Nothing herein shall preclude the parties, prior to the end of this Agreement, from agreeing to extend this contract for a term of four (4) years. Any extended term hereof shall be on the same terms and conditions set forth herein and shall commence on August 1, 2020. Either party may terminate this Agreement for "just cause" as determined by the Commissioner of Revenue after hearing for such a determination is held by the Commissioner of Revenue and which has been attended by representatives of COUNTY and CITY or which said

representatives had a reasonable opportunity to attend, provided that after such determination, any party desiring to cancel this Agreement may do so by giving the other party no less than 120 days' written notice. If the CITY should cancel this Agreement, as above provided, before the completion of the then current property assessment by the COUNTY, the CITY agrees to defend and hold the COUNTY, its officials, officers, agents, employees and duly authorized volunteers harmless from any liability that might ensue as a result of the non-completion of a property tax assessment.

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

13.A. In consideration of said assessment services, the CITY agrees to pay the COUNTY the sum of Thirty Nine Thousand Dollars (\$39,000) for each assessment, provided that any payment for the current year's assessment may be increased or decreased by that amount which exceeds or is less than the COUNTY's estimated cost of appraising new construction and new parcels for the current year's assessment. The amount of any increase or decrease shall be specified in the billing for the current year's assessment.

13.B. Regarding each assessment, in addition to being subject to adjustment in the above manner, said assessment cost of \$39,000 may also be increased by the COUNTY if:

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

If the COUNTY desires to increase the assessment cost pursuant to this paragraph 13(B), it shall give written notice thereof by June 15 of any year and such increase shall apply to the assessment for the calendar year next following the current calendar year. Any such notification shall specifically set forth the amount of any new construction and new parcel appraisal charges. Notwithstanding any provisions herein to the contrary, if any such increase, exclusive of any charge for the estimated costs of new construction and new parcel appraisals, exceeds seven and one half percent (7.5%) of the amount charged for the assessment for the then current calendar year, exclusive of any charge for the estimated costs of new construction and new parcel appraisals, the CITY may cancel this Agreement by giving to the COUNTY written notice thereof, provided that said cancellation notice must be received by the COUNTY not later than July 24 of the then current calendar year and said cancellation shall be effective no earlier than five (5) days after the receipt of said notice by the COUNTY and not later than July 31 of said next calendar year. Supportive records of the cost increase will be open to inspection by the CITY at such times as are mutually agreed upon by the COUNTY and CITY.

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

Payment for each assessment shall be made in the following manner:

Approximately one-half (1/2) of the cost of an assessment (the amount payable being set forth in a bill sent by the COUNTY to the CITY) shall be paid by the CITY no later than the fifteenth (15th) day of the December which precedes the pertinent assessment year; and the remaining portion of said cost (the amount payable being set forth in a bill sent by the COUNTY to the CITY) shall be paid by the CITY no later than July 15 of the pertinent year.

The COUNTY may bill the CITY after the aforesaid dates and in each such case, the CITY shall pay such bill within thirty (30) days after receipt thereof.

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

TO CITY: Mayor, City of Greenfield
7738 Commerce Circle
Greenfield, MN 55373

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

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

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

Any party may designate a different addressee or address at any time by giving written notice thereof as above provided. Any notice, if mailed, properly addressed, postage prepaid, registered or certified mail, shall be deemed dispatched on the registered date or that stamped on the certified mail receipt and shall be deemed received within the second business day thereafter or when it is actually received, whichever is sooner. Any notice delivered by hand shall be deemed received upon actual delivery.

15. It is expressly understood that the obligations of the CITY under Paragraphs 7, 8, 12, and 13 hereof and the obligations of the CITY which, by their sense and context, are intended to survive the performance thereof by the CITY, shall so survive the completion of performance, termination or cancellation of this Agreement.

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EXHIBIT A
CITY OF GREENFIELD

During the contract term, the County shall:

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

**City of Greenfield
City Council Meeting**

June 21, 2016

TO: Honorable Mayor and Councilors
FROM: City Administrator Bonnie Ritter
SUBJECT: Grant for Comprehensive Plan Update

Mayor and Council:

The Met Council implemented a Planning Assistance Grant Program with a total program budget of \$1.9 million with the following criteria for small cities: 2014 Population Estimate less or equal to 5,000; AND have a 2015 Net Tax Capacity per capita amount less than or equal to 125% of the regional median NTC per capita (\$1,517.22).

The small cities criteria expand eligibility to 21 communities, 15 of which did not receive assistance from the planning assistance fund in 2007 and several of which experienced significant challenges and delays in meeting the Met Council's statutory review requirements in the last planning cycle. As communities with populations of 5,000 or less, each of these communities have relative small internal staff capacity to undertake the comp plan update without external assistance.

The grant for small cities is a maximum of \$10,000.

Staff recommends that the Council adopt the resolution included in the agenda packet and also authorize up to \$500 to have Hoisington Koegler Group complete the WebGrant application process for this grant.

Table 4. Draft List of Eligible Communities

Ham Lake	Andover	Birchwood Village	Scott County
Nowthen	Anoka	Centerville	Dakota County
Oak Grove	Apple Valley	Circle Pines	Carver County
	Bayport	Columbus	<i>*Includes the following:</i>
	Belle Plaine	Greenfield	Belle Plaine Twp.
	Bethel	Hampton	Benton Twp.
	Blaine	Lake St. Croix Beach	Blakely Twp.
	Brooklyn Park	Lakeland	Camden Twp.
	Carver	Landfall	Castle Rock Twp.
	Chaska	Lauderdale	Cedar Lake Twp.
	Cologne	Lexington	Credit River Twp.
	Coon Rapids	Long Lake	Dahlgren Twp.
	Cottage Grove	Loretto	Douglas Twp.
	Dayton	Miesville	Empire Twp.
	East Bethel	New Trier	Eureka Twp.
	Elko New Market	Pine Springs	Greenvale Twp.
	Farmington	Randolph	Hampton Twp.
	Forest Lake	Spring Park	Hancock Twp.
	Hamburg	St. Bonifacius	Helena Twp.
	Hastings	Vermillion	Hollywood Twp.
	Hilltop	Willernie	Jackson Twp.
	Hugo		Laketown Twp.
	Inver Grove Heights		Louisville Twp.
	Jordan		Marshan Twp.
	Lakeville		New Market Twp.
	Lino Lakes		Nininger Twp.
	Maple Plain		Randolph Twp.
	Maplewood		Ravenna Twp.
	Mayer		San Francisco Twp.
	New Germany		Sand Creek Twp.
	Newport		Sciota Twp.
	Norwood Young America		Spring Lake Twp.
	Osseo		St. Lawrence Twp.
	Prior Lake		Vermillion Twp.
	Ramsey		Waconia Twp.
	Rosemount		Waterford Twp.
	Savage		Watertown Twp.
	Shakopee		Young America Twp.
	St. Francis		
	St. Paul Park		
	Stillwater		
	Waconia		
	Watertown		

Grantee: [Community Name]

Grant No.: SGXXXX-XX

Grant Amount: \$ XX,000

End Date: December 31, 2019

Council's Authorized Agent:

**METROPOLITAN COUNCIL
LOCAL PLANNING ASSISTANCE PROGRAM**

GRANT AGREEMENT

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

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

WHEREAS, on May 25, 2015 the Council adopted need-based eligibility criteria for awarding available local planning program assistance and established potential grant amounts for eligible grantees to help grantees review and update their comprehensive plans as required by the "decennial" review provisions of Minnesota Statutes section 473.864, subdivision 2; and

WHEREAS, on December 10, 2014, the Council authorized an initial transfer of funds to the planning assistance fund, and on December 9, 2015, the Council authorized an additional transfer of funds to the total planning assistance fund for grants or loans to local governments under Minnesota Statutes section 473.867;

WHEREAS, the Grantee is an eligible city, county, or town in the metropolitan area as defined in Minnesota Statutes section 473.121, or is an eligible metropolitan-area city or town acting in partnership with at least 4 other cities or towns and is authorized to submit a joint application and execute this Agreement on behalf of the partnership or consortium; and

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

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

I. DEFINITIONS

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

- (a) “**Comprehensive Development Guide**” means the comprehensive development guide for the seven-county metropolitan area adopted by the Council pursuant to Minnesota Statutes section 473.145. The *Comprehensive Development* guide includes: *Thrive MSP 2040* and the *Housing Policy Plan* (as amended) adopted by the Council pursuant to Minnesota Statutes section 473.145; the *Master Water Supply Plan* adopted by the Council pursuant to Minnesota Statutes section 473.1565; and the “metropolitan systems plans” adopted by the Council pursuant to Minnesota Statutes sections 473.146 and 473.147.
- (b) “**Comprehensive plan**” means a local comprehensive plan update required under Minnesota Statutes section 473.864, subdivision 2 that complies with Minnesota Statutes sections 473.858 through 473.865 and other applicable laws, including those provisions in section 473.859 requiring housing elements and housing implementation programs.
- (c) “**Metropolitan Land Planning Act**” means the land use planning provisions of Minnesota Statutes Chapter 473, including Minnesota Statutes section 473.175 and sections 473.851 through 473.871.
- (d) “**Metropolitan system plans**” means the transportation portion of the *Comprehensive Development Guide*, and the policy plans, and capital budgets for metropolitan wastewater service, transportation, and regional recreation open space.

II. GRANT FUNDS

2.01 Grant Amount and Conditions. The Council will provide to the Grantee the “Grant Amount” identified at Page 1 of this Agreement which the Grantee shall use for authorized purposes and eligible activities. The grant funds are made available to the Grantee subject to the following terms and conditions:

- (a) **Timely Plan Update Submission.** Notwithstanding the December 31, 2019 “End Date” identified on Page 1 of this Agreement, the Grantee must review and update its comprehensive plan as required by Minnesota Statutes section 473.864, subdivision 2, by December 31, 2018.
- (b) **Consultation with Council and Adjacent Review.** The Grantee must submit its draft plan update to adjacent governmental units for a 6-month adjacent review period as required by Minnesota Statutes section 473.858, subdivision 2 prior to submitting the plan update to the Council for review. Prior to submitting its draft plan to adjacent units, the Grantee must consult with the Metropolitan Council Sector Representative for its district at least twice to update the Council on plan progress and potential policy conflicts.
- (c) **Consultation with Watershed Management Organizations.** The Grantee must ensure local surface water management planning requirements of Minnesota Statutes sections 473.859, subdivision 2 and 103B.235 are met by the December 31, 2018, deadline.
- (d) **Completeness; Plan Content.** The comprehensive plan submitted by the Grantee must be “complete” as described in the Council’s *Local Planning Handbook*, which is available online at metro-council.org/handbook.aspx, and must comply with the plan content requirements of Minnesota Statutes section 473.859 and other applicable law. If the plan is not complete as described in the *Local Planning Handbook*, the plan must be made complete within three (3) months of the incompleteness determination, or as otherwise mutually agreed to by the Council and the Grantee.
- (e) **Conformance to Metropolitan System Plans and Policy Plans.** The comprehensive plan submitted by the Grantee must conform to metropolitan system plans of the Council. The comprehensive

plan is deemed to comply with this condition if the Council concludes after its review that the plan is not likely to have a substantial impact on or contain a substantial departure from metropolitan system plans and allows the plan to go into effect without a plan modification.

- (f) **Consistency and Compatibility.** The comprehensive plan update submitted by the Grantee must be consistent with the adopted policies of the Council, including housing policy. In addition, the comprehensive plan must also be compatible with the plans of adjacent and affected jurisdictions.

2.02 Disbursement Schedule. The Council will disburse fifty percent (50%) of the Grant Amount to the Grantee within thirty (30) days after final execution of this Agreement. The Council will disburse the remaining fifty percent (50%) of the Grant Amount after:

- (a) the Grantee has submitted, as appropriate, either (i) the entire current comprehensive plan and the certification required under Minnesota Statutes section 473.864, subdivision 2(a); or (ii) submitted the entire updated comprehensive plan and amendment or amendments to its comprehensive plan necessitated by its review to the Council for review; and
- (b) the Council has reviewed and acted upon the Grantee's submission; and
- (c) the Grantee has complied with the terms and conditions stated in Paragraph 2.01.

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

III. REPORTING, ACCOUNTING, AND AUDIT REQUIREMENTS

3.01 Progress Reports. The Grantee will provide to the Grantee's assigned Sector Representative a written midpoint progress report and a written final progress report describing the status of the work plan activities described in Attachment A. These reports ensure the grant funds are appropriately expended as described in the work plan and budget. The reports shall be subject to the following content and schedule requirements.

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

of the work plan activities completed since the submission of the midpoint progress report; a summary of project outcomes, total project costs and sources of funds for those expenditures including both this grant, city funds, and other sources of funds; and a list of itemized expenditures of the grant funds.

3.02 Accounting and Records. The Grantee agrees to establish and maintain accurate and complete accounts, financial records, and supporting documents relating to the receipt and expenditure of the grant funds. Notwithstanding the expiration and termination provisions of Paragraphs 4.01 and 4.02, such accounts and records shall be kept and maintained by the Grantee for a period of six (6) years following the completion of the work plan activities described in Attachment A. If any litigation, claim or audit is started before the expiration of the three-year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved or until the end of the regular six-year period, whichever is later.

3.03 Audits. The books, records, documents, and accounting procedures and practices of the Grantee that are relevant to this Agreement are subject to examination by the Council and either the Legislative Auditor or the State Auditor, as appropriate, for a minimum of six (6) years following the completion of the work plan activities described in Attachment A.

3.04 Authorized Agent. The Council's authorized agent for purposes of administering this Agreement is the individual identified on page 1 of this Agreement, or another designated Council employee. Written reports submitted to the Council should be directed to the attention of the authorized agent at the following address:

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

IV. GRANT AGREEMENT TERM

4.01 Term and End Date. This Agreement is effective upon execution of the Agreement by the Council. Unless terminated pursuant to Paragraph 4.02 or extended by written agreement pursuant to Paragraph 4.03, this Agreement will expire on the "End Date" identified at Page 1 of this Agreement. The term of this Agreement may be extended by written agreement of the Council, but only in conjunction with an extension authorized under Minnesota Statutes section 473.864, subdivision 2.

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

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

V. GENERAL PROVISIONS

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

5.02 Liability. To the fullest extent permitted by law, the Grantee shall defend, indemnify and hold harmless the Council and its members, employees and agents from and against all claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from the conduct or implementation of the funded work plan activities. This obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which otherwise would exist between the Council and the Grantee. The provisions of this paragraph shall survive the expiration or termination of this Agreement. This indemnification shall not be construed as a waiver on the part of either the Grantee or the Council of any immunities or limits on liability provided by Minnesota Statutes Chapter 466, or other applicable state or federal law.

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

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

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

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

METROPOLITAN COUNCIL

GRANTEE

By: _____
Beth Reetz, Director
Community Development Division

By: _____
(Signature of Authorized Representative)

Date: _____

Name: _____

Title: _____

Date: _____

By: _____
(Signature of Authorized Representative)

Name: _____

Title: _____

Date: _____

ATTACHMENT A

Grantee's Work Plan and Budget

This Attachment A comprises this page and the Grantee's work plan and budget as approved by the Council.

TOTAL - COMPREHENSIVE PLAN UPDATE		Estimated Timetable (months)	Task Lead (Staff / Consultant)	Estimated Cost (Grant Funded)	Estimated Cost (Match Funded)
1: Project Administration and Community Involvement					
1.1 Consultant Selection & Project Administration		Months x - xx	Boris D.	\$x,xxx	\$x,xxx
1.2 Organization and Staffing of Steering Committee		Months x - xx			
1.3 Public Involvement		Months x - xx			
2: Community Character, Profile and Future Vision					
2.1 Identification and Analysis of Population, Household, Employment, and other community characteristics		Months x - x	Sheila E.		\$x,xxx
2.2 Identification of THRIVE Community Designation(s) and Related Policy		Months x - x			
2.3 Assessment of regional and national demographic, economic, and environmental trends, issues, and opportunities		Months x - x			
3: Plan Development					
3.1 Land Use		Months x-xx	Jay Z.	\$xx,xxx	\$xx,xxx
3.2 Transportation		Months x-xx	Robert Z.		\$xx,xxx
3.3 Water Resources		Months x-xx	Gale P.	\$xx,xxx	
3.4 Parks & Trails		Months x-xx	Adrienne B.	\$xx,xxx	
3.5 Housing		Months x-xx	Robert Z.		\$xx,xxx
3.6 Resilience		Months x-xx	Lois L.		\$xx,xxx
3.7 Economic Competitiveness		Months x-xx	Jay Z.		\$xx,xxx
4: Implementation Plan					
4.1 Description of proposed programs, fiscal devices, and other strategies		Months xx-xx	Ella F.		\$x,xxx
4.2 Implementation timeline		Months xx-xx			
4.3 Capital Improvements Program (CIP)		Months xx-xx			
4.4 Description of relevant official controls, and schedule for any needed changes		Months xx-xx			

**CITY OF GREENFIELD
RESOLUTION NO: 16-23**

**RESOLUTION IDENTIFYING THE NEED FOR
FUNDING TO COMPLETE ITS 2040 COMPREHENSIVE PLAN UPDATE AND
AUTHORIZING AN APPLICATION FOR
PLANNING ASSISTANCE GRANT FUNDS**

WHEREAS the City of Greenfield must review and update its comprehensive plan as required by the "decennial" review provision of Minnesota Statutes section 473.864, subdivision 2; and

WHEREAS, on April 27, 2016, the Metropolitan Council adopted need-based eligibility criteria for awarding available local planning assistance grant funds and established maximum grant amounts for eligible grantees to help grantees review and update their comprehensive plans as required by the "decennial" review provisions of Minnesota Statutes section 473.864, subdivision 2; and

WHEREAS, the City is an eligible city in the metropolitan area as defined in Minnesota Statutes section 473.121; and

WHEREAS, planning assistance grant funds will be made available to eligible applicants subject to terms and conditions contained in Metropolitan Council grant agreements.

NOW THEREFORE BE IT RESOLVED that, after appropriate examination and due consideration, the City Council of the City of Greenfield authorizes its City Administrator to:

- 1) submit on behalf of the City an application to the Metropolitan Council for Local Planning Assistance grant funds for the decennial review and update of the City's local comprehensive plan required under Minnesota Statutes section 473.864; and
- 2) execute on behalf of the City a grant agreement with the Metropolitan Council for planning assistance grant funds.

Adopted by the City Council this 21st day of June, 2016.

Mayor Brad Johnson

Attest: Bonnie Ritter, City Administrator-Clerk



Minnesota Association of Small Cities

Dear Mayor and City Administrator.

The Minnesota Association of Small Cities would like to encourage you to become part of our grassroots network of cities that enables MAOSC to be directly involved in shaping the important issues that help our small cities 5000 and under grow and prosper.

MAOSC through the membership of hundreds of small cities has enabled us to accomplish a number of things.

- We were able to help legislators create a special Small Cities Assistance Account for transportation projects with a \$12M appropriation.
- We helped in defeating legislation that would have mandated more reporting for our city clerks and administrators.
- Enables MAOSC to work with the policy makers both at the state and federal level on issues that concern our Minnesota small cities.
- ***We are proud of what we have accomplished - and we could not have done it without our network of member cities!***

Through your membership, MAOSC will be able to continue our goal of increasing our visibility to promote the values our small cities and communities share in the success of our state.

"The work MAOSC does on behalf of small cities is crucial to our success. Not only does MAOSC bring small cities together to articulate a vision, but it shares that agenda for success with St. Paul and Washington DC. This is something small cities could not do on their own."

Suzanne Hilgert, Mayor of Olivia.

Enclosed you will find a form to fill out and send back to MAOSC with your contribution. Thank you for your consideration to become part of MAOSC. It is vitally important that we continue to increase our visibility with the decision makers and promote our message through the voices of our small cities as to why our small cities are a great place to live.

Best regards,

Jill

Jill Sletten
MAOSC Executive Director

"Because I value the small cities in my district and around the state, I appreciate having an organization like MAOSC looking out for their interests. I know I can turn to the MAOSC for information and support to keep these communities healthy and strong".

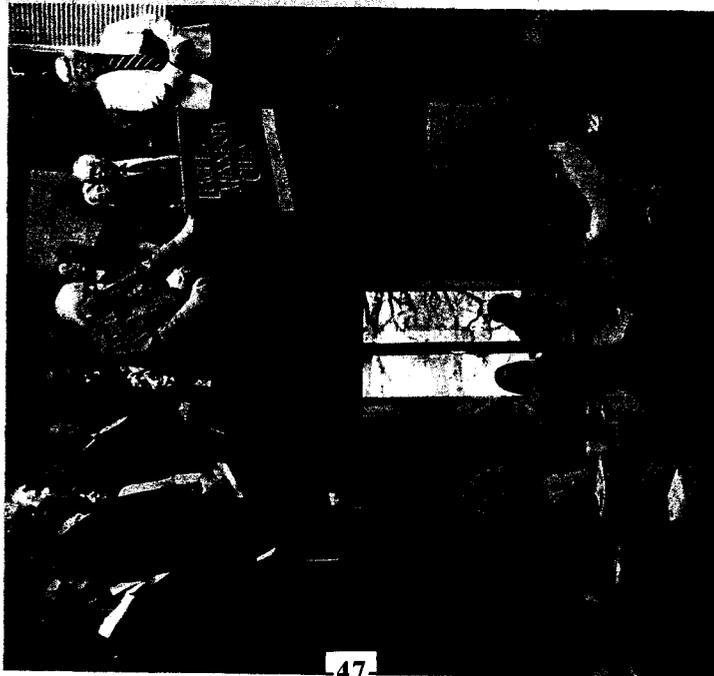
Senator Dan Sparks, Chair of the Senate Jobs, Ag and Rural Development Committee

MAOSC 145 University Ave W Saint Paul, MN 55103
www.maosc.org

RECEIVED MAY 23 -

The Minnesota Association of Small Cities

through promotion and visibility join together the talents, ideas and creativeness from our small cities communities to engage in conversation with our elected policy makers that will bring about solutions to our small cities concerns.



47

It is through your membership that MAOSC is able to have a seat at the table with the decision makers so that we can promote our message of why our small cities are a great place to live.

"The work MAOSC does on behalf of small cities is crucial to our success. Not only does MAOSC bring small cities together to articulate a vision, but it shares that agenda for success with St. Paul and Washington DC. This is something small cities could not do on their own."

Suzanne Hilgert, Mayor of Olivia

For more information, contact Jill Sletten, MAOSC Executive Director, 651-260-2484 or visit www.MAOSC.org. Your voice makes all the difference.

"Because I value the small cities in my district and around the state, I appreciate having an organization like the Minnesota Association of Small Cities (MAOSC) looking out for their interests. I know I can turn to the MAOSC for information and support to keep these communities healthy and strong".

Senator Dan Sparks, Austin Minnesota



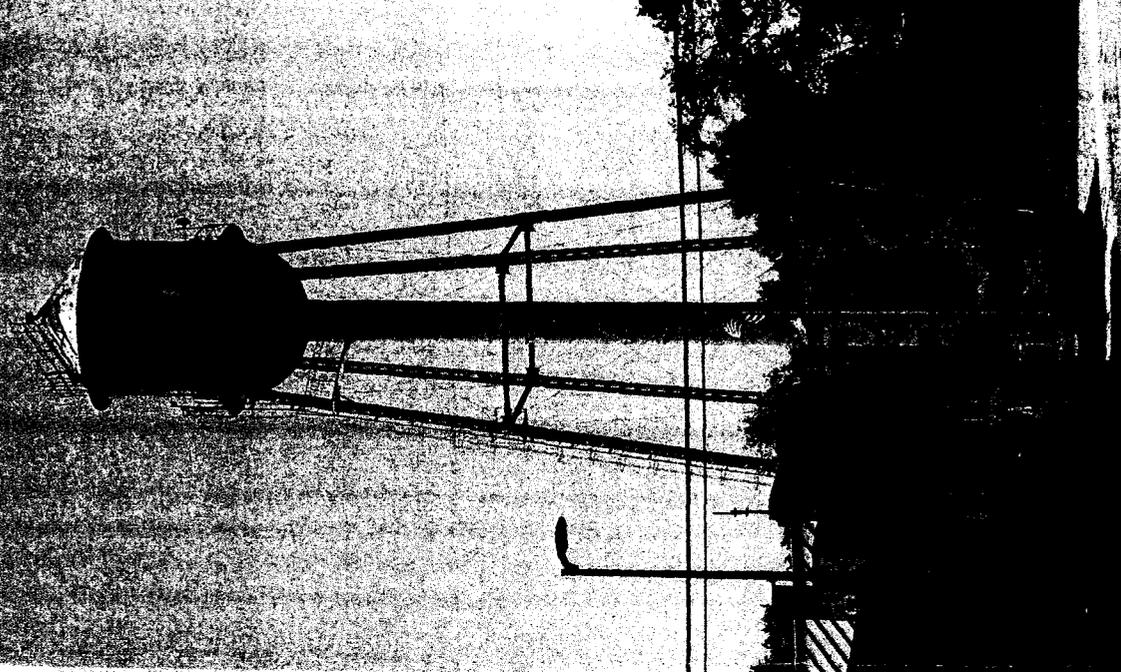
MAOSC advocating for Small Cities
in Minnesota since 1979

© 2016 Minnesota Association of Small Cities

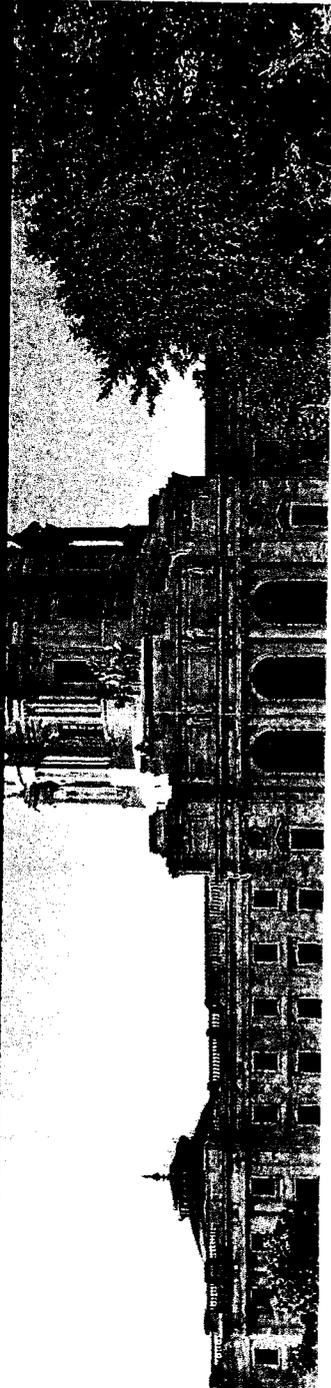
Brochure design by Nighthawk Marketing

Committed to keeping our small cities strong and vibrant through advocacy and collaboration.

Minnesota Association
of Small Cities
MAOSC



MAOSC is an organization that brings together rural and metro cities with populations 5000 and up to advocate for the enhancement of the quality of life. It will allow them to grow and prosper. MAOSC facilitates this important work through statewide collaboration between city officials, community leaders, organizations and our state and federal elected leaders.



Membership Benefits

- Experienced team of lobbyists.
- Weekly updates during the legislative session.
- Monthly newsletter on city issues.
- Invitation to our Legislative Reception.
- Participation in forming policy and solutions for small city issues.
- Involvement in an organization that coordinates a small city partnership to enrich our small cities vitality.

MAOSC Service

MAOSC collaborates with other city organizations to promote and pass legislation that helps our cities statewide. Our team works with policy makers on a variety of issues including transportation, LGAs, water quality, economic development, housing, nursing homes, broadband and education. MAOSC's solid working relationships with our state and federal elected officials combined with the talents and ideas from our small city communities foster conversation that will bring about solutions to our small city concerns.

MAOSC Accomplishments

- Worked with legislators to create a special Small Cities Assistance Account for transportation projects with a \$12.5M appropriation.
- Assisted the State Auditor to improve the CTAS accounting system.
- Coordinated with our Washington DC delegation to eliminate dropped calls in Minnesota's rural areas and eliminate mandated street sign replacement.
- Defeated legislation that would have mandated more reporting for our cities.



Springsted and the MAOSC have a shared vision to grow fiscally sound thriving communities throughout Minnesota. That's why we are bringing support to the MAOSC particularly in strong efforts to address the critical infrastructure needs in our small cities.

Doug Green, Springsted Inc.

"At USDA Rural Development, our mission is to assist in the creation of economic opportunity which improves the quality of life in rural communities. Through coordination with strategic partners like the Minnesota Association of Small Cities, we are able to expand our partnerships and visibility to rural communities and regions. MAOSC is a wonderful asset for small communities to learn about one another and find ways to leverage resources through various partnerships. Together we can ensure the economic vitality of Minnesota's rural regions and small cities."

-Colleen Landkamer, State Director, Rural Development, USDA

Minnesota Association of Small Cities 2016 - 2017 Membership Form

Please fill out the following information according to your cities population. Send this form along with a check for your membership to:

MAOSC
145 University Ave W
Saint Paul, MN 55103

Dues Structure for the City of: City of Greenfield

Population	Base Dollar Amount
0 – 1,000	\$120.00
1,001 - 2,000	\$150.00
2,001 – 5,000	\$200.00

2016 – 2017 Membership Dues Invoice

Fiscal Year: 7/1/16-6/30/17

Membership Base	\$ 200.00
City Population 2802 multiplied by 0.45 per capita	\$ 1260.90
Total Dues	\$ 1460.90

Contact Information

City Mayor and email address _____

City Clerk/Administrator email address and phone number _____

Please contact Jackie Sura if you need further information or have questions regarding your membership. jsura@comcast.net

Thank you for your membership to MAOSC. We appreciate your support for our small cities in Minnesota. You will receive a card from MAOSC acknowledging your membership.

Jill Sletten, MAOSC Executive Director
www.maosc.org

Bonnie Ritter

From: Mike Hoekstra
Sent: Wednesday, June 15, 2016 10:13 AM
To: Bonnie Ritter
Cc: Margaret Webb
Subject: June 21st Council Agenda Item - PSCW Budget
Attachments: 2017 Proposed Budget-B.pdf; 2017 PSC Member Assessments_Proposed.pdf; 05-agenda_psc.pdf

Bonnie,

I would like to request that the Pioneer Sarah Creek 2017 Watershed Budget and Member Assessments be added to the June 21st, 2016 Council meeting agenda.

These Documents were voted on as part of the May 2016 PSCW regular monthly meeting, which I attended and represented Greenfield due to Tom being out of town for that meeting. Although marked as proposed, both the Budget and Member Assessments for 2017 were passed on a 5-1 vote with no changes made from the initial proposals. I have attached copies of both documents, which can be included in the meeting packet. The May 19th, 2016 PSCW Agenda is also attached.

Per our Joint Powers Agreement, we have until August 15th to comment or request any changes.

Mike Hoekstra

**Pioneer-Sarah Creek Watershed
2017 Proposed Budget**

	2014 Actual	2015 Budget	2015 Actual	2016 Budget	2017 Proposed
Revenues					
Member Dues	106,000	106,720	106,760	103,090	105,700
Project Review Fees	6,350	1,000	11,650	1,000	5,000
WCA Adm Fees	650	500	400	500	500
Interest and Dividend Income	23	20	34	20	41
Total Revenues	113,023	108,240	118,844	104,610	111,241
Operating Expenses					
Engineering/Consulting	12,308	22,500	18,450	23,000	23,000
Administrative Expense	35,062	47,000	31,804	41,000	36,000
Adm-Project Reviews	591	700	618	1,000	1,000
WCA - Admin/Legal Expenses	191	400	247	500	500
Adm - Tech Support	58	1,000	60	750	750
Legal Expense	392	500	392	500	500
Audit	4,000	4,000	4,000	4,040	4,080
Insurance	2,751	3,300	2,147	3,370	3,370
Total Operating Expenses	55,353	79,400	57,718	74,160	69,200
Program Deliverables and Education					
Adm - General Programs	0	1,000		500	500
TAC Meetings	0	3,000		3,060	4,000
Lake Monitoring - TRPD	3,400	3,600	3,600	4,430	3,703
Lake Monitoring - CAMP	550	560		1,120	576
Stream Monitoring - routine	3,900	7,000	6,000	7,400	10,802
Stream Monitoring - other	0	0		1,500	
Invertebrate Monitoring	1,500	3,000	2,000	1,500	1,500
Non-CIP Subwatershed Assmt					5,000
Management Plan Amendment		1,000	159		1,000
Education	1,589	6,000	4,451	6,120	6,120
Education-Events	0	500		500	500
Grant Writing	0	1,000		1,020	1,100
Website	1,804	2,200	1,338	2,240	2,240
Contingency*	1,647		327		
Total Deliverables and Education	14,390	28,860	17,875	29,390	37,041
Fund Activity					
Revenues					
CIP Revenue	20,000	20,000	20,000	28,000	28,000
WRAPP Revenue	24,313		32,424		
Lake Sarah TMDL			5,778		
Lake Indep Nutrient - TRPD			145		
Total Fund Revenues	44,313	20,000	58,347	28,000	28,000
Expenses					
WRAPP Expense	15,631	20,000	33,845	0	0
CIP/Subwatershed Ass. Expense	9,543	0	4,328	28,000	33,000
Next Generation Plan	20,445		2,352		
Lake Sarah TMDL			5,778		
Lake Indep Nutrient - TRPD	145				
Total Fund Expenses	45,764	20,000	46,303	28,000	33,000
Total Revenues	157,336	128,240	177,191	132,610	139,241
Total Expenses	115,507	128,260	121,896	131,550	139,241
Net Income	41,829	(20)	55,295	1,060	0

*2014 Contingency funds spent on TAC meetings, 2015 on Lake Indep Outlet (weir)

5/17/2016 at 3:24 PM

**Pioneer-Sarah Creek Watershed
Fund Balances**

Fund Balances	12/31/2015	2016	12/31/16	2017	12/31/17
	Balance	Activity	Balance	Activity	Balance
Restricted - WCA Escrows	14,363.00	0.00	14,363.00	0.00	14,363.00
Assigned - WRAPP Fund	11,266.76	Unknown	11,266.76	Unknown	11,266.76
Assigned - CIP Fund*	41,640.37	12,840.50	54,480.87	6,900.00	61,380.87
Assigned - Next Generation Plan Fund**		25,000.00	25,000.00	0.00	25,000.00
Unassigned/Unrestricted Funds***	107,850.09	(23,940.00)	83,910.09	0.00	83,910.09

* CIP committed \$10,000 to Lake Sarah CLPW and \$5,159.50 to Baker Park Ravine (approximate amts)

2017 Activity based on CIP is \$26,100 expenses to income of \$33,000

** Assign \$25,000 from Unrestricted to Next Gen Plan

*** Balance less \$25,000 plus \$1,060 per budget

Pioneer-Sarah Creek Watershed Management Commission
Proposed 2017 Member Assessments

2014 Approved	2013 Market Value PSC Basin	Increase in MV over Prev Year	2014 Total Assessment		Increase over Prev Year	
			%age	Amount	%age	Amount
Greenfield	365,010,854	-4.25%	29.52%	37,195.20	9.31%	3,167.86
Independence	477,361,467	-1.37%	38.61%	48,648.60	12.61%	5,447.64
Loretto	46,244,015	-9.42%	3.74%	4,712.40	3.41%	155.40
Maple Plain	91,010,859	-12.49%	7.36%	9,273.60	-0.10%	\$ (9.62)
Medina	132,129,100	-6.58%	10.69%	13,469.40	6.69%	845.16
Minnetrista	124,675,269	-7.51%	10.08%	12,700.80	5.56%	668.56
TOTALS	1,236,431,564	-4.63%	100.00%	126,000.00	8.88%	10,275.00
2015 Approved	2014 Market Value PSC Basin	Increase in MV over Prev Year	2015 Op Budget		Increase over Prev Year	
			%age	Amount	%age	Amount
Greenfield	350,761,259	-3.90%	28.05%	35,550.86	-4.42%	(1,644.34)
Independence	480,214,274	0.60%	38.40%	48,671.37	0.05%	22.77
Loretto	48,868,030	5.67%	3.91%	4,952.94	5.10%	240.54
Maple Plain	97,240,148	6.84%	7.78%	9,855.62	6.28%	582.02
Medina	149,430,452	13.09%	11.95%	15,145.29	12.44%	1,675.89
Minnetrista	124,158,610	-0.41%	9.93%	12,583.90	-0.92%	(116.90)
TOTALS	1,250,672,773	1.15%	100.00%	126,720.00	0.57%	759.98
2015 CORRECTED	2014 Market Value PSC Basin	Increase in MV over Prev Year	2015 Op Budget		Variance	
			%age	Amount	%age	Amount
Greenfield	350,761,259	-3.90%	28.05%	35,539.645	-0.03%	(11.215)
Independence	480,214,274	0.60%	38.40%	48,656.015	-0.03%	(15.355)
Loretto	48,868,030	5.67%	3.91%	4,951.380	-0.03%	(1.560)
Maple Plain	97,240,148	6.84%	7.78%	9,852.514	-0.03%	(3.106)
Medina	149,430,452	13.09%	11.95%	15,140.513	-0.03%	(4.777)
Minnetrista	124,158,610	-0.41%	9.93%	12,579.932	-0.03%	(3.968)
TOTALS	1,250,672,773	1.15%	100.00%	126,720.00	0.00%	(39.98)
2016 Approved	2015 Market Value PSC Basin	Increase in MV over Prev Year	2016 Op Budget		Increase over Prev Year	
			%age	Amount	%age	Amount
Greenfield	375,321,814	7.00%	28.60%	37,487.31	5.45%	1,936.45
Independence	505,056,579	5.17%	38.48%	50,445.28	3.64%	1,773.91
Loretto	51,330,890	5.04%	3.91%	5,126.95	3.51%	174.01
Maple Plain	98,027,603	0.81%	7.47%	9,791.04	-0.66%	(64.58)
Medina	148,264,028	-0.78%	11.30%	14,808.68	-2.22%	(336.61)
Minnetrista	134,468,208	8.30%	10.25%	13,430.74	6.73%	846.84
TOTALS	1,312,469,122	4.94%	100.00%	131,090.00	3.45%	4,370.00
2017	2016 Market Value PSC Basin	Increase in MV over Prev Year	2017 Op Budget		Increase over Prev Year	
			%age	Amount	%age	Amount
Greenfield	394,071,759	5.00%	29.12%	38,929.51	3.85%	1,442.20
Independence	510,583,968	1.09%	37.73%	50,439.50	-0.01%	(5.77)
Loretto	54,109,610	5.41%	4.00%	5,345.37	4.26%	218.42
Maple Plain	105,529,093	7.65%	7.80%	10,424.99	6.47%	633.95
Medina	152,170,132	2.63%	11.24%	15,032.56	1.51%	223.89
Minnetrista	136,940,498	1.84%	10.12%	13,528.06	0.72%	97.32
TOTALS	1,353,405,060	3.12%	100.00%	133,700.00	1.99%	2,610.00



ADMINISTRATIVE OFFICE: 3235 Fernbrook Lane N • Plymouth, MN 55447
763.553.1144 • Fax: 763.553.9326 • judie@jass.biz • www.pioneersarahcreek.org

REGULAR MEETING AGENDA

May 19, 2016 • 6:00 pm

Maple Plain City Hall @ The Discovery Center
5050 Independence Street, Maple Plain (*note new location*)

*The meeting packet can be found on the Commission's website:
<http://pioneersarahcreek.org/pages/Meetings/>*

1. Call to Order.
2. Approve Agenda.*
3. Consent Agenda.
 - a. April regular meeting minutes.*
 - b. Monthly Claims/Treasurers Report.*
 - c. CIP Process Policy.*
4. Action Items.
 - a. Non-waiver of liability insurance.*
 - b. Livestock Management Ordinance.**
 - 1) Transmittal Letter.**
 - 2) Resolution 2016-01.**
 - c. 2017 Operating Budget.**
5. Open Forum.
6. Old Business.
 - a. Third Community Conversation.
 - b. Ardmore Area Subwatershed Stormwater Retrofit Assessment.*
7. New Business.
 - a. Staff has received an email from the City of Medina requesting the TAC to review all the potential projects listed on the Ardmore area subwatershed stormwater retrofit assessment and add any viable projects to the Commission's CIP for possible grant funding.
8. Staff Report.*
9. Education.
10. Communications.
11. Commissioner Reports.
12. Other Business.
 - a. 2015-2017 CIPs. (see below)
 - b. Appointments have been received from Greenfield, Independence, Maple Plain, Medina and Minnetrista.
13. Adjournment. (*Next meeting-June 16, 2016 at 6:00 pm, Maple Plain*)

- * Included in meeting packet.
- ** Will be emailed and uploaded to the website on Tuesday, May 17

Greenfield • Independence • Loretto • Maple Plain • Medina • Minnetrista



Pioneer-Sarah Creek Watershed Management Commission

ADMINISTRATIVE OFFICE: 3235 Fernbrook Lane N • Plymouth, MN 55447
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Project	Project Name	Total Cost	Comm Share	2014	2015	2016	2017
ME-1	Lake Ardmore infiltration basin	30,000	3,000	3,000			
IN-1	Lake Sarah curlyleaf pondweed treatment	40,000	4,000		4,000		
IN-2	Hydrologic restoration: HR 67	200,000	20,000		20,000		
	Hydrologic restoration: HR 68						
	Hydrologic restoration: HR 29						
	Hydrologic restoration: HR 33						
ME-2	Lake Independence curlyleaf pondweed treatment	122,000	12,200		12,200		
GR-3	Dance Hall Creek BMPs	200,000	10,000			10,000	
GR-4	Feedlot improvements: Dance Hall Creek	35,000	1,750			1,750	
GR-9	Buffer strips: Dance Hall Creek	35,000	1,750			1,750	
GR-11	Control carp population: Lake Sarah	10,000	500			500	
GR-11	Control carp population: other lakes	10,000	500			500	
IN-3	Lake Sarah curlyleaf pondweed treatment	32,000	3,200			3,200	
IN-4	Gully restorations: GS50 (design)	120,000	12,000			5,160	
ME-4	Lake Ardmore neighborhood projects	80,000	8,000			8,000	
IN-5	Lake Sarah curlyleaf pondweed treatment	26,000	2,600				2,600
IN-7	Raingardens in targeted areas	75,000	7,500				7,500
IN-9	Shoreline restoration – Sarah and Independence	125,000	12,500				12,500
GR-4	Feedlot improvements: Dance Hall Creek	35,000	1,750				1,750
GR-9	Buffer strips: Dance Hall Creek	35,000	1,750				1,750
MP-4	Ravine study	3,000	300				
ME-3	Lake Independence Subwatershed Assessment	15,000	1,500				
GR-1	Subw Assess-Hafften, Schendel, Schwauppauff	20,000	1,000				
CIP-7	Lindgren Lane Pond	100,000	10,000				
CIP-8	Koch's/Mill's Creek Inlet Ponds (now HR 97 and 29)	200,000	20,000				
CIP-11	Manure Management Cost-Share Projects	250,000	25,000				
LO-1	Chippewa Road Drainage	21,000	2,100				
LO-2	Creekview Road Drainage	21,000	2,100				
LO-3	Retention Pond mapping and cleanup	10,000	1,000				
LO-4	Ditch Cleaning at Ballpark	10,000	1,000				
LO-5	Sediment Pond Cleanout	25,000	2,500				
LO-6	Sediment Pond Cleanout	80,000	8,000				
MP-1	Drainageway Cleaning –E of Budd	55,000	5,500				
MP-2	Rock checks, Main St Ravine	23,700	2,370				
MP-3	Washout, Main St Ravine	8,000	800				
MP-5	North Ravine Cleanup	286,000	28,600				
				3,000	36,200	30,860	26,100

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Year	Project	Project Name	Est Cost	Actual Cost	Est Comm Share	Actual Comm. Share	Notes	
2014-2015	ME-1	Lake Ardmore infiltration basin	67,826		3,470.10		\$33,125 MPCA grant	
	IN-1	Lake Sarah curlyleaf pondweed treatment	40,000		4,000	5,332.52		
	IN-2	Hydrologic restoration: HR 67	200,000		20,000			
		Hydrologic restoration: HR 68						
		Hydrologic restoration: HR 29						
		Hydrologic restoration: HR 33						
ME-2	Lake Independence curlyleaf pondweed treatment	122,000		12,200		No request in 2015		
2016	GR-3	Dance Hall Creek BMPs	200,000		10,000			
	GR-4	Feedlot improvements: Dance Hall Creek	35,000		1,750			
	GR-9	Buffer strips: Dance Hall Creek	35,000		1,750			
	GR-11	Control carp population: Lake Sarah	10,000		500			
	GR-11	Control carp population: other lakes	10,000		500			
	IN-3	Lake Sarah curlyleaf pondweed treatment	32,000		3,200			
	IN-4	Gully restorations: GS50 (design)	120,000		12,000		Study \$20,638; Comm share = \$5,159.50	
	ME-4	Lake Ardmore neighborhood projects	80,000		8,000			
	2017	IN-5	Lake Sarah curlyleaf pondweed treatment	26,000		2,600		
IN-7		Raingardens in targeted areas	75,000		7,500			
IN-9		Shoreline restoration – Sarah and Independence	125,000		12,500			
GR-4		Feedlot improvements: Dance Hall Creek	35,000		1,750			
GR-9		Buffer strips: Dance Hall Creek	35,000		1,750			
SPECIAL STUDIES								
2015	MP-4	Ravine study	3,000		300			
2015	ME-3	Lake Independence Subwatershed Assessment	15,000		1,500			
2018	GR-1	Subw Assess-Hafften, Schendel, Schwauppau	20,000		1,000			
No Year Assigned								
	CIP-7	Lindgren Lane Pond	100,000		10,000			
	CIP-8	Koch's/Mill's Creek Inlet Ponds (now HR 97 and 29)	200,000		20,000			
	CIP-11	Manure Management Cost-Share Projects	250,000		25,000			
	LO-1	Chippewa Road Drainage	21,000		2,100			
	LO-2	Creekview Road Drainage	21,000		2,100			
	LO-3	Retention Pond mapping and cleanup	10,000		1,000			
	LO-4	Ditch Cleaning at Ballpark	10,000		1,000			
	LO-5	Sediment Pond Cleanout	25,000		2,500			
	LO-6	Sediment Pond Cleanout	80,000		8,000			
	MP-1	Drainageway Cleaning –E of Budd	55,000		5,500			
	MP-2	Rock checks, Main St Ravine	23,700		2,370			
	MP-3	Washout, Main St Ravine	8,000		800			
	MP-5	North Ravine Cleanup	286,000		28,600			

* In meeting packet. ** Available at meeting.

Appendix A
Joint Powers Agreement

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5

AMENDED AND RESTATED
JOINT POWERS AGREEMENT ESTABLISHING
THE PIONEER-SARAH CREEK WATERSHED MANAGEMENT COMMISSION

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9

RECITALS

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13

WHEREAS, on July 29, 1993, pursuant to statutory authority, the Cities of Corcoran, Greenfield, Independence, Loretto, Maple Plain, Medina and Minnetrista, the Town of Watertown, and the Hennepin Conservation District adopted a "Joint Powers Agreement to Protect and Manage the Pioneer-Sarah Creek Watersheds" (the "Joint Powers Agreement"); and

14
15

WHEREAS, in 2000 the City of Corcoran withdrew from the Agreement; and

16
17

WHEREAS, in 2001 the Town of Watertown withdrew from the Agreement; and

18
19
20

WHEREAS, the Cities of Greenfield, Independence, Loretto, Maple Plain, Medina and Minnetrista wish to amend and restate the Agreement's terms in this document.

21
22
23

NOW, THEREFORE, pursuant to the authority conferred upon the parties by Minn. Stat §§ 471.59 and 103B.201, et seq., the parties to this Agreement do mutually agree as follows:

24
25
26

SECTION ONE
DEFINITIONS

27
28
29

For purposes of this Agreement, each of the following terms, when used herein with an initial capital letter, will have the meaning ascribed to it as follows:

"Agreement" means the Joint Powers Agreement, as amended and restated in this document.

"Board" means the Board of Commissioners of the Commission.

"BWSR" means the Minnesota Board of Water and Soil Resources.

"Commissioner" means an individual appointed by a governmental unit to serve on the Board.

The term Commissioner shall include both the representative and alternate representative appointed to serve on the Board.

"Pioneer-Sarah Creek Watershed" or "Watershed" means the area within the mapped area delineated on the map filed with BWSR, as may be amended. A complete legal description defining the boundary of the Pioneer-Sarah Creek Watershed is attached hereto and made apart hereof.

1 "Governmental Unit" means any signatory city or township,

2 "Member" means a governmental unit that enters into this Agreement.

3 "Watershed Management Organization ("WMO") means the organization created by this
4 Agreement, the full name of which is "Pioneer-Sarah Creek Watershed Management Commission." The
5 Commission shall be a public agency of its respective governmental units.

6 SECTION TWO
7 ESTABLISHMENT
8

9 The parties create and establish the Pioneer-Sarah Creek Watershed Management Commission.
10 The Commission membership shall include the Cities of Greenfield, Independence, Loretto, Maple Plain,
11 Medina and Minnetrista. In addition to other powers identified in this Agreement, the Commission shall
12 have all of the authority for a joint powers watershed management organization identified in Minn. Stat. §
13 103B.211.

14 SECTION THREE
15 PURPOSE STATEMENT
16

17 The purpose of this Agreement is to establish an organization within the Pioneer-Sarah Creek
18 Watershed to (a) protect, preserve, and use natural surface and groundwater storage and retention systems,
19 (b) minimize public capital expenditures needed to correct flooding and water quality problems, (c) identify
20 and plan for means to effectively protect and improve surface and groundwater quality, (d) establish more
21 uniform local policies and official controls for surface and groundwater management, (e) prevent erosion of
22 soil into surface water systems, (f) promote groundwater recharge, (g) protect and enhance fish and wildlife
23 habitat and water recreational facilities, and (h) secure the other benefits associated with the proper
24 management of surface and ground water, as identified in Minn. Stat. § 103B,201, including but not limited
25 to aesthetic values when owned by the public or constituting public resources, as defined in Minn. Stat. Ch.
26 116B.

27 The Commission's Members agree to (a) provide a forum for exchanging information in the
28 management of land use and land use techniques and control, (b) provide a forum for resolution of
29 intergovernmental disputes relating to management and protection of the Pioneer-Sarah Creek Watershed;

1 and (c) cooperate on a united basis on behalf of all units of government within the Pioneer-
2 Sarah Creek Watershed with all other levels of government for the purpose of facilitating natural
3 resource protection and management in the Watershed.

4 SECTION FOUR
5 BOARD OF COMMISSIONERS
6

7 4.1. Appointment. The governing body of the Commission shall be its Board. Each
8 Member shall be entitled to appoint one representative to serve on the Board and one alternate who
9 may sit when the representative is not in attendance, and said representative or alternative
10 representative shall be called a "Commissioner." It is expected that each Member ensure that its
11 Commissioner will attend each meeting of the Board.

12 4.2. Term. Each Member shall determine the term length for its Commissioner's
13 appointment to the Board. The representatives to the Commission shall serve at the pleasure of the
14 governing body of the Member appointing such representative to the Commission. The Commission
15 and its Members shall fill all Board vacancies pursuant to Minn. Stat. § 103B.227, subd. 1 and 2, as
16 may be amended from time to time.

17 4.3. Compensation. Commissioners shall serve without compensation from the
18 Commission, but this shall not prevent a Member from providing compensation to its Commissioner
19 for serving on the Board.

20 4.4. Officers. No later than the first meeting in February of each year, the Commission
21 shall elect from its membership a chairperson, a vice-chairperson, a treasurer and a secretary and such
22 other officers as it deems necessary to reasonably carry out the purposes of this Agreement. No
23 Commissioner may be elected to more than one office. All officers shall hold office for terms of one
24 year and until their successors have been elected by the Commission. An officer may be reelected to
25 the same office for unlimited terms. A vacancy in an office shall be filled from the Board membership
26 by election for the remainder of the unexpired term of such office. The officers' duties include the
27 following:

28 A. Chairperson. The Chairperson shall preside at all Board meetings and shall have
29 all the same privileges of discussion, making motions and voting, as do other

1 Commissioners. The Chairperson may delegate certain responsibilities to the
2 Executive Secretary as necessary to carry out the duties of the office.
3

4 B. Vice-Chairperson. The Vice-Chairperson shall, in the absence or disability of
5 the Chairperson, perform the duties and exercise the powers of the Chairperson.
6

7 C. Treasurer. The Treasurer shall have the custody of the funds and securities of the
8 Commission and shall keep full and accurate accounts of receipts and
9 disbursements in books belonging to the Commission and shall deposit all
10 monies and other valuable effects in the name and to the credit of the
11 Commission in such depository as may be designated by the Commission.
12 He/she shall disburse funds of the Commission as approved by the Commission
13 and shall render to the Commission at regular meetings, or as the Board may
14 request, an account of all his/her transactions as Treasurer and of the financial
15 condition of the Commission. The Treasurer may delegate certain duties to the
16 Executive Secretary as necessary to carry out the duties of the office.
17

18 D. Secretary. The Secretary shall attend all Board meetings, shall act as clerk of such
19 meetings, and shall record all votes and the minutes of all proceedings. He/she
20 shall give notice of all Board meetings. The Secretary may delegate certain
21 duties to the Executive Secretary as necessary to carry out the duties of the
22 office.
23

24 4.5. Executive Secretary. The Commission may appoint an Executive Secretary to coordinate
25 activities of the Commission, accept delegated duties by the Commission officers, and accept business
26 duties not assigned to officers. All notices to the Commission shall be delivered or served at the office
27 of the Executive Secretary.

28 4.6. Quorum and Voting. A majority of all Commissioners with voting privileges shall
29 constitute a quorum. Once a quorum is present, a majority vote is required for approval on an action,
30 unless as provided otherwise in this Agreement.

31 4.7. Meetings. The Board shall schedule meetings at least quarterly (every three months) on a
32 uniform day and place selected by the Commission. Written notice of the location and time of all
33 Commission meetings shall be sent to all Commission representatives and alternate representatives
34 and to the Clerk of each Member. Special meetings may be held at the call of the Chairperson or by
35 any three Commissioners by giving not less than 72 hours written notice of the time, place and
36 purpose of such meeting.
37

1
2 SECTION FIVE
3 COMMISSION POWERS AND DUTIES

4 5.1. Watershed Management Plan. The Commission shall develop a watershed management
5 plan including a capital improvement program in conformance with Minn. Stat. § 103B.231. The
6 Commission shall adopt the plan within 120 days after BWSR's approval of the plan. After adoption, the
7 Commission shall implement the watershed management plan and enforce the regulations set out in the plan.
8 A copy of the adopted plan shall be filed with the clerk of each Member governmental unit.

9 5.2. Local Water Management Plans. The Commission shall review Members' local water
10 management plans as required by Minn, Stat. § 103B.235, subd. 3.

11 5.3. Review Services.

12 A. Where the Commission is authorized or requested to review and make
13 recommendations on any matter, the Commission may charge a reasonable fee for such review services.
14 The Commission's standard fee schedule, as amended from time to time, will be a part of the
15 Commission's Rules.

16 B. The Commission may charge an additional fee when it determines that a
17 particular project will require extraordinary and substantial review services. Before undertaking such
18 review services, the Commission shall provide the party to be charged the additional fee with written
19 notice of the services to be performed and the additional fee therefor. Unless said party objects within
20 5 business days of receipt of such written notice to the amount of the additional fee to be charged,
21 such review services shall be performed and the party shall be responsible for the cost thereof. If said
22 party objects to the proposed additional fee for such services within 5 business days and the party and
23 the Commission are unable to agree on a reasonable alternative amount for review services, such
24 extraordinary and substantial review services shall not be undertaken by the Commission.

25 The Members recognize that from time to time the Commission provides review services
26 regarding a violation under the Minnesota Wetland Conservation Act, and that there currently is no statutory
27 mechanism in place that allows the Commission to recover its costs from the wetland violator

1 for these review services. Therefore, when the Commission provides review services regarding a violation
2 under the Minnesota Wetland Conservation Act, the Commission may seek reimbursement for these
3 services from the Member where the subject property is located.

4 C. Upon request of any Member, the Commission shall review and evaluate any
5 dispute between the Member and other unit(s) of government regarding land use and natural resource
6 protection and management.

7 5.4 Public Participation.

8 A. Technical Advisory Committee. A Technical Advisory Committee ("TAC") to
9 the Commission is hereby created. TAC members and one or more alternate members shall be appointed by
10 the governing body of each Member. TAC members may be, but need not be, Commissioners. TAC
11 members shall serve at the pleasure of the governing body of each Member that appoints them and are
12 not required to meet statutory qualifications for Commissioners. TAC members will undertake
13 projects/tasks as requested or assigned to the TAC by the Commission and may participate in meetings
14 of the Commission pertaining to those assigned projects/tasks.

15 B. Citizen Advisory Committee. If a need is determined by the Commission, the
16 Commission will establish a Citizen Advisory Committee to the Commission, particularly to review and
17 comment on specific projects undertaken by the Commission pursuant to the Watershed Management
18 Plan.

19 5.5. Rules. The Commission shall adopt rules for (a) conducting its business, including but
20 not limited to additional duties of the Commission's officers, (b) the scope of responsibilities of the
21 Technical Advisory Committee and the Citizen Advisory Committee, if one is established, and (c)
22 preparing the annual work plan.

23 5.6. Contracts. The Commission may make such contracts, and enter into any such
24 agreements, as it deems necessary to make effective any power granted to it by this Agreement. No
25 Commissioner shall receive a direct financial benefit from any contract made by the Commission. Every
26 contract for the purchase or sale of merchandise, materials or equipment by the Commission shall be let
27 in

1 accordance with the Uniform Municipal Contracting Law (Minn. Stat. § 47L345) and the Joint Exercise of
2 Powers statute (Minn. Stat. § 47L59). In accordance with Minn. Stat. § 471.59, subd. 3, contracts let and
3 purchases made under this Agreement shall conform to the statutory requirements applicable to the
4 Member cities with a population over 2,500.

5 5.7. Employment. The Commission may contract for services, may use staff of other
6 governmental agencies, may use staff of the Members and may employ such other persons as it deems
7 necessary. Where staff services of a Member are utilized, such services shall not reduce the financial
8 contribution of such Member to the Commission's operating fund unless utilization of staff service is
9 substantial and the Commission so authorizes.

10 5.8. Public/Private Organizations. The Commission may cooperate or contract with the State
11 of Minnesota or any subdivision thereof or federal agency or private or public organization to
12 accomplish the purposes for which it is organized.

13 5.9. Annual Financial, Activity and Audit Reports; Newsletter. The Commission shall submit
14 to its Members and BWSR a financial report, an activity report and an audit report for the preceding
15 fiscal year, in compliance with state law. The Commission shall publish and distribute an annual
16 newsletter in compliance with state law. The Commission shall transmit to the clerk of each Member
17 copies of the reports/newsletter in a format ready for publication. Each Member shall
18 publish/distribute the reports/newsletter as it deems necessary. All of the Commission's books, reports
19 and records shall be available for and open to examination by any Member at all reasonable times.

20 5.10. Gifts, Grant, Loans. The Commission may, within the scope of this Agreement, accept
21 gifts, apply for and use grants or loans of money or other property from the United States, the State of
22 Minnesota, a unit of government or other governmental unit or organization, or any person or entity for the
23 purposes described herein; may enter into any reasonable agreement required in connection therewith;
24 may comply with any laws or regulations applicable thereto; and may hold, use and dispose of such
25 money or property in accordance with the terms of the gift, grant, loan or agreement relating thereto.

1 5.11. Boundary Change in the Pioneer-Sarah Creek Watershed.

2 A. Enlargement. Proceedings for the enlargement of the Pioneer-Sarah Creek
3 Watershed shall be initiated by a request from affected Member(s) to the Commission, or as mandated by
4 law. Such request should include a map and legal description of the affected area. In reviewing such a
5 request, the Commission should consider, among other things, (a) whether the affected area is
6 contiguous to the existing Pioneer-Sarah Creek Watershed, (b) whether the affected area can be feasibly
7 administered by the Commission; and (c) the reasons why it would be conducive to the public health and
8 welfare to add the area to the existing Pioneer-Sarah Creek Watershed. Upon deliberation, if it appears to
9 the Commission that the enlargement of the Watershed as requested would be for the public welfare and
10 public interest and the purpose of resource management would be served, or that in fact the enlargement
11 is mandated by law, the Commission shall by its findings and order enlarge the Pioneer-Sarah Creek
12 Watershed and file a copy of said findings and order with the appropriate governmental offices.

13 B. Transfer of Territory. Proceedings to transfer territory that is within the
14 Pioneer-Sarah Creek Watershed to the jurisdiction of another watershed management organization or a
15 watershed district shall be initiated by a request from affected Member(s) to the Commission, or as
16 mandated by law. Such request should include a map and legal description of the affected area. Upon
17 deliberation, if it appears to the Commission that the transfer of territory as requested would be for the
18 public welfare and public interest and the purpose of resource management would be served, the
19 Commission shall by its findings and order change the Pioneer-Sarah Creek Watershed boundaries
20 accordingly and file a copy of said findings and order with the appropriate governmental offices.

21 5.12. Subdistricts. The Commission may define and designate drainage subdistricts within the
22 Watershed and shall have authority to separate the Watershed into such different subdistricts and to
23 allocate capital improvement costs to a subdistrict area if that subdistrict is the only area that materially
24 benefits from the capital improvement.

25 5.13. Monitor Water Quality. In connection with its water management plan, the Commission
26 will establish a comprehensive water quality-monitoring plan for lakes and streams within the Watershed.

1 The Commission will also establish goals for judging the adequacy of its water quality protection
2 programs.

3 5.14 Ratification. The Commission may, and where required by this Agreement shall, refer
4 matters to the governing bodies of the Members for ratification. Within 60 days, the governing bodies of
5 the Members shall take action upon any matter referred for ratification.

6 5.15. Statutory Powers. The Commission may exercise all other powers necessary and
7 incidental to the implementation of the purposes and powers set forth herein and as outlined and authorized
8 by Minn. Stat. §§ 103B.201, et seq,

9 SECTION SIX
10 FINANCIAL MATTERS
11

12 6.1. Depositories/Disbursements. The Commission may collect and receive money and
13 services subject to the provisions of this Agreement from the parties and from any other sources approved
14 by the Commission and it may incur expenses and make expenditures and disbursements necessary
15 and incidental to the effectuation of the purposes of this Agreement. The Board shall designate a
16 national, state, or private bank or banks as a depository of Commission funds, Funds may be expended
17 by the Commission in accordance with procedures established herein. Orders, checks and drafts shall
18 be signed by two officers.

19 6.2. General Administration. Each voting Member agrees to contribute each year to a general
20 fund to be used for general administration purposes including, but not limited to, salaries, rent, supplies,
21 development on an overall plan, insurance, bonds, and to purchase and maintain devices to measure
22 hydrological and water quality data. The funds may also be used for normal maintenance of facilities
23 and capital improvements. The annual contribution by each voting Member shall be based on its share
24 of the taxable market value of all real property within the Watershed.

25 6.3. Budget Approval and Appeal Process. On or before July 1 of each year, the Board shall
26 adopt a budget for the following calendar year for the purpose of providing funds to conduct the
27 Commission's business in accordance with its annual work plan, Budget approval shall require a

1 majority vote of all Commissioners eligible to vote. At least 45 days before each Member governmental
2 unit must certify its levy to Hennepin County, the Commission shall certify the budget to the clerk of each
3 Member governmental unit together with a statement of the proportion of the budget to be provided by
4 each Member. The schedule of payments by the Members shall be determined by the Board in such a
5 manner as to provide for an orderly collection of the funds needed.

6 The governing body of each Member agrees to review the budget, and the Board shall upon notice
7 from any Member received prior to August 15, hear objections to the budget, and may amend the budget
8 (except the fee due cannot be increased), and then give notice to the Members of any and all
9 modifications or amendments.

10 SECTION SEVEN
11 CAPITAL IMPROVEMENT PROGRAM
12

13 7.1. Assessments. If a capital improvement ordered by the Commission may result in payment
14 from any Member, or if a capital improvement ordered by the Commission may result in a levy by a
15 Member against privately or publicly owned land within the Watershed, said capital improvement
16 shall follow the statutory procedure outlined in Minn. Stat. Ch, 429, except as herein modified.

17 7.2. Preliminary Reports/Public Hearings. For those improvements initiated by the
18 Commission or so designated in the Commission's watershed management plan to be constructed by the
19 Board, the Board shall secure from its engineers or some other competent person a preliminary report
20 advising it whether the proposed improvement is feasible and as to whether it shall best be made as
21 proposed or in connection with some other improvement and the estimated cost of the improvement as
22 recommended.

23 The Board shall then hold a public hearing on the proposed improvement after mailed notice to the
24 clerk of each Member governmental unit within the Watershed. The Commission shall not be required to
25 mail or publish notice except by said notice to the clerk, Said notice shall be mailed not less than 45
26 days before the hearing, shall state the time and place of the hearing, the general nature of the
27 improvement, the estimated total cost and the estimated cost to each Member governmental unit. The

1 Board may adjourn said hearing to obtain further information, may continue said hearing pending
2 action of the Member governmental units or may take such other action as it deems necessary to carry out
3 the purpose of this Commission.

4 A resolution setting forth the order for a capital improvement project shall require a favorable vote
5 by (a) at least two-thirds of all Commissioners eligible to vote, and (b) all Commissioners representing
6 Members who will directly benefit from the project. In all cases other than to order a capital improvement
7 project, a majority vote of all Commissioners eligible to vote shall be sufficient to adopt an action. The
8 order shall describe the improvement, shall allocate in percentages the cost between the Member
9 governmental units, shall designate the engineers to prepare plans and specifications, and shall designate
10 the Member who will contract for the improvement.

11 After the Board has ordered the improvement or if the hearing is continued while the Member
12 governmental units act on said proposal, it shall forward said preliminary report to all Member
13 governmental units with an estimated time schedule for the construction of said improvement. The Board
14 shall allow an adequate amount of time, and in no event less than 45 days, for each Member
15 governmental unit to conduct hearings, in accordance with the provisions of the aforesaid Chapter 429 or
16 the charter requirements of any Member city, or to ascertain the method of financing which said Member
17 governmental unit will utilize to pay its proportionate share of the costs of the improvement. Each Member
18 governmental unit shall ascertain within a period of 90 days the method it shall use to pay its proportionate
19 share of the costs.

20 If the Commission proposes to use Hennepin County's bonding authority as set forth in Minn. Stat.
21 § 103B.251, or if the Commission proposes to certify all or any part of a capital improvement to Hennepin
22 County for payment, then and in that event all proceedings shall be carried out in accordance with the
23 provisions set forth in said Section 103B,251.

24 The Board shall not order and no engineer shall prepare plans and specifications before the Board
25 has adopted a resolution ordering the improvement. The Board may direct one of its Members to prepare
26 plans and specifications and order the advertising for bids upon receipt of notice from each Member

1 governmental unit who will be assessed that it has completed its hearing or determined its method of
2 payment or upon expiration of 90 days after the mailing of the preliminary report to the Members.

3 7.3. Appeals/Arbitration. Any Member governmental unit being aggrieved by the Board's
4 determination as to the cost allocation of said capital improvement shall have 30 days after the Commission
5 resolution ordering the improvement to appeal said determination. Said appeal shall be in writing and shall
6 be addressed to the Board asking for arbitration, The determination of the Member's appeal shall be
7 referred to a Board of Arbitration. The Board of Arbitration shall consist of three persons; one to be
8 appointed by the Board of Commissioners, one to be appointed by the appealing Member governmental
9 unit, and the third to be appointed by the two so selected. In the event the two persons so selected do no
10 appoint the third person within 15 days after their appointment, then the Chief Judge of the Hennepin
11 County District Court shall have jurisdiction to appoint, upon application of either or both of the two earlier
12 selected, the third person to the Board of Arbitration. The third person selected shall not be a resident of
13 any Member governmental unit and if appointed by the Chief Judge said person shall be a person
14 knowledgeable in the subject matter. The arbitrators' expenses and fees, together with the other expenses,
15 not including attorney fees, incurred in the conduct of the arbitration shall be divided equally between the
16 Commission and the appealing Member, Arbitration shall be conducted in accordance with the Uniform
17 Arbitration Act, Minn, Stat. Ch. 572,

18 7.4. Contracts for Capital Improvements. All contracts which are to be let as a result of the
19 Board ordering a capital improvement, and for which two or more Member governmental units shall be
20 responsible for the costs, shall be let in accordance with the provisions of Minn. Stat, § 429.041. The
21 bidding and contracting of said work shall be let by any one of the Member governmental units, as ordered
22 by the Board, after compliance with the statutory requirements. Contracts and bidding procedures shall
23 comply with the legal requirements applicable to statutory cities.

24 The Commission shall not have the authority to contract in its own name for any improvement
25 work for which a special assessment will be levied against any private or public property under the
26 provisions of Chapter 429 or under the provisions of any Member city charter. These contracts shall be

1 awarded by action of the governing body of a Member and shall be in the name of a Member
2 governmental unit. This section does not preclude the Commission from proceeding under Minn. Stat. §
3 103B.251.

4 7.5. Contracts with Other Governmental Bodies. The Commission may exercise the powers
5 set forth in Section 7.4 but said contracts for a capital improvement shall require a majority vote of all
6 Commissioners eligible to vote.

7 7.6. Supervision. All improvement contracts shall be supervised by the entity awarding the
8 contract. The Commission staff shall also be authorized to observe and review the work in progress and the
9 Members agree to cooperate with the Commission staff in accomplishing its purposes. Representatives of
10 the WMO shall have the right to enter upon the place or places where the improvement work is in
11 progress for the purpose of making reasonable tests and inspections, The Commission staff shall report and
12 advise and recommend to the Board on the progress of the work,

13 7.7. Land Acquisition. The Commission shall not have the power of eminent domain and shall
14 not own any interest in real property. All interests in lands shall be held in the name of the Member wherein
15 said lands are located.

16 7.8. Capital Improvement Fund. The Commission shall establish an improvement fund or
17 funding mechanism for each capital improvement project. The Commission may fund all or part of the cost
18 of a capital improvement contained in the capital improvement program of the plan in accordance with
19 Minn. Stat. § 103B.251, The Commission and Hennepin County may establish a maintenance fund to be
20 used for normal and routine maintenance of an improvement constructed in whole or in part with money
21 provided by Hennepin County pursuant to Minn, Stat, § 103B.251. The levy and collection of an ad
22 valorem tax levy for an improvement, payment of bonds, or maintenance shall be by Hennepin County
23 based upon a tax levy resolution adopted by a majority vote of all eligible Members of the Board and
24 remitted to the County on or before the date prescribed by law each year. If it is determined to levy for
25 maintenance, the Commission shall be required to follow the hearing process established by Minn. Stat.

1 Ch. 103D. Mailed notice shall also be sent to the clerk of each Member governmental unit at least 30
2 days before the hearing.

3 7.9. Capital Improvement Cost Allocation.

4 A. All costs of improvements designated in the Board's adopted watershed
5 management plan for construction by the Board, which the Board determines will benefit only one
6 Member, shall be paid for entirely by that Member.

7 B. All costs of improvements designated in the Board's adopted watershed
8 management plan for construction by the Board, which the Board determines benefit more than one
9 Member, shall be apportioned by the Board by the following bases:

- 10 (1) A negotiated amount to be arrived at by the Members who have
11 lands in the subdistrict responsible for the capital improvement; or
- 12 (2) On the basis of each Member's share of the taxable market value of
13 all real property within the Watershed; or
- 14 (3) Capital costs allocated under option (2) above may be varied by the
15 Commission by a favorable vote by (a) at least two-thirds of all
16 Commissioners eligible to vote and (b) all Commissioners
17 representing Members who will directly benefit from the project, if
18 (i) any Member community receives a direct benefit from the
19 capital improvement which benefit can be defined as a lateral as
20 well as a trunk benefit, or (ii) the capital improvement provides a
21 direct benefit to one or more Members which benefit is so
22 disproportionate as to require in a sense of fairness a modification
23 in the formula.

24 C. If the project is constructed and financed pursuant to Minnesota Statutes
25 103B.251, the Members understand and agree that said costs will be levied on all taxable property in
26 the watershed as set forth in the statute.

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30 SECTION EIGHT
31 WITHDRAWAL FROM AGREEMENT
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33 Withdrawal of any Member may be accomplished by filing written notice with the
34 Commission and the other Members 60 days before the effective date of withdrawal. No Member may
35 withdraw from this Agreement until the withdrawing Member has met its full financial obligations for
36 the year of withdrawal and prior years.

1
2 SECTION NINE
3 DISSOLUTION OF COMMISSION

4 9.1. This Agreement may be terminated upon the unanimous consent of the parties. If the
5 Agreement is to be terminated, a notice of the intent to dissolve the Commission shall be sent to Hennepin
6 County and BWSR at least 90 days before the date of dissolution.

7 9.2. In addition to the manner provided in Section 9.1 for termination, any Member may
8 petition the Commission's Board to dissolve the Commission. Upon 90 days notice in writing to the clerk
9 of each member governmental unit and to Hennepin County and BWSR, the Board shall hold a
10 hearing and upon a majority vote of all Commissioners eligible to vote, the Board may by Resolution
11 recommend that the Commission be dissolved. Said Resolution shall be submitted to each Member
12 governmental unit and if ratified by three-fourths of the governing bodies of all eligible Members
13 within 60 days, said Board shall dissolve the Commission allowing a reasonable time to complete
14 work in progress and to dispose of personal property owned by the Commission.

15 9.3. Winding Up. Upon dissolution, all personal property of the Commission shall be sold and
16 the proceeds thereof, together with monies on hand after payment of all obligations, shall be distributed to
17 the Members. Such distribution of Commission assets shall be made in approximate proportion to the
18 total contributions to the Commission for such costs made by each Member, All payments due and
19 owing for operating costs under Section 6.2, or other unfilled financial obligations, shall continue to
20 be the lawful obligation of the Members. In no event may this Agreement be terminated until all of the
21 planning and plan implementation provisions of the Act, which are required of a watershed
22 management organization, have been completed.

23 SECTION TEN
24 MISCELLANEOUS PROVISIONS
25

26 10.1. Special Assessments. The Commission shall not have the power to levy a special
27 assessment upon any privately or publicly owned land. All such assessments shall be levied by the Member
28 wherein said lands are located. The Commission shall have the power to require any Member to
29 contribute the costs allocated or assessed according to the other provisions of this agreement.

1 10.2. Member's Construction Projects that Will Affect Pioneer-Sarah Creek. Each Member
2 agrees that it will not directly or indirectly collect or divert any additional surface water to or from Pioneer-
3 Sarah Creek or its tributaries without approval from the Commission. Such approval may be granted
4 by the Commission for a Member to proceed with the construction or reconstruction of improvements
5 within the individual corporate Member's boundaries and at said Member's sole cost upon a finding (a)
6 that there is an adequate outlet, (b) that said construction is in conformance with the overall plan, and
7 (c) that the construction will not adversely affect other Members.

8 10.3. Member Vote Suspension for Failure to Contribute. Any Member who is more than 60
9 days in default in contributing its proportionate share to the general fund shall have the vote of its Board
10 representative suspended pending the payment of its proportionate share. Any Member who is more
11 than 60 days in default in contributing its proportionate share of the cost of any improvement to the
12 contracting Member shall upon request of the contracting Member have the vote of its Board
13 representative suspended, pending the payment of its proportionate share, Any Member whose Board
14 representative vote is under suspension shall not be considered as an eligible Member as such
15 membership affects the number of votes required to proceed on any matter under consideration by the
16 Board.

17 10.4. Amendment. The Commission may recommend changes and amendments to this
18 Agreement to the Members. Amendments shall be acted upon by the Members within 90 days of referral.
19 Amendments shall be evidenced by appropriate resolutions of the Members filed with the Commission and
20 shall, if no effective date is contained in the amendment, become effective as of the date all such
21 filings have been completed.

22 10.5. Termination of Prior Agreement. By executing this document, the parties hereby agree to
23 terminate the prior joint powers agreement, adopted July 29, 1993.

24 10.6. Counterparts. This Agreement and any amendment may be executed in several
25 counterparts and all so executed shall constitute one Agreement or amendment, binding on all of the parties
26 hereto notwithstanding that all of the parties are not signatory to the original or the same counterpart.

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10.7. Effective Date. This Agreement shall be in full force and effect when all governmental units delineated in Section 2 have executed this Agreement. All Members need not sign the same copy.

10.8. Duration. This Agreement shall have an unlimited duration.

10.9. Statutory References. All statutory references include all future amendments.

Dated: 8/17/04

CITY OF GREENFIELD
By: Thomas A. Swann
Its Mayor
Attest: Krista Okerman
Its City Clerk

Dated: 2-24-04

CITY OF INDEPENDENCE
By: Kevin D. John
Its Mayor
Attest: Pam Hensch
Its City Clerk

Dated: 3/9/2004

CITY OF LORETTO
By: Kent E. Torce
Its Mayor
Attest: Kelly Brunnell
Its City Clerk

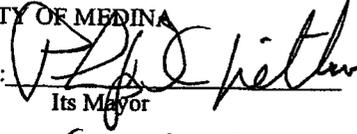
Dated: 3/23/04

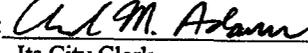
CITY OF MAPLE PLAIN
By: Jack Vigor
Its Mayor
Attest: Doreen J. Anderson
Its City Clerk

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Dated: 3-16-04

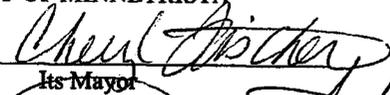
CITY OF MEDINA

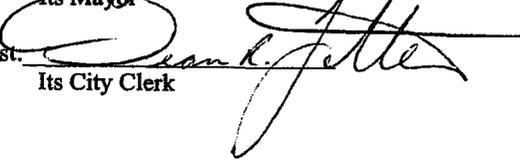
By: 
Its Mayor

Attest: 
Its City Clerk

Dated: 3/15/04

CITY OF MINNETRISTA

By: 
Its Mayor

Attest: 
Its City Clerk

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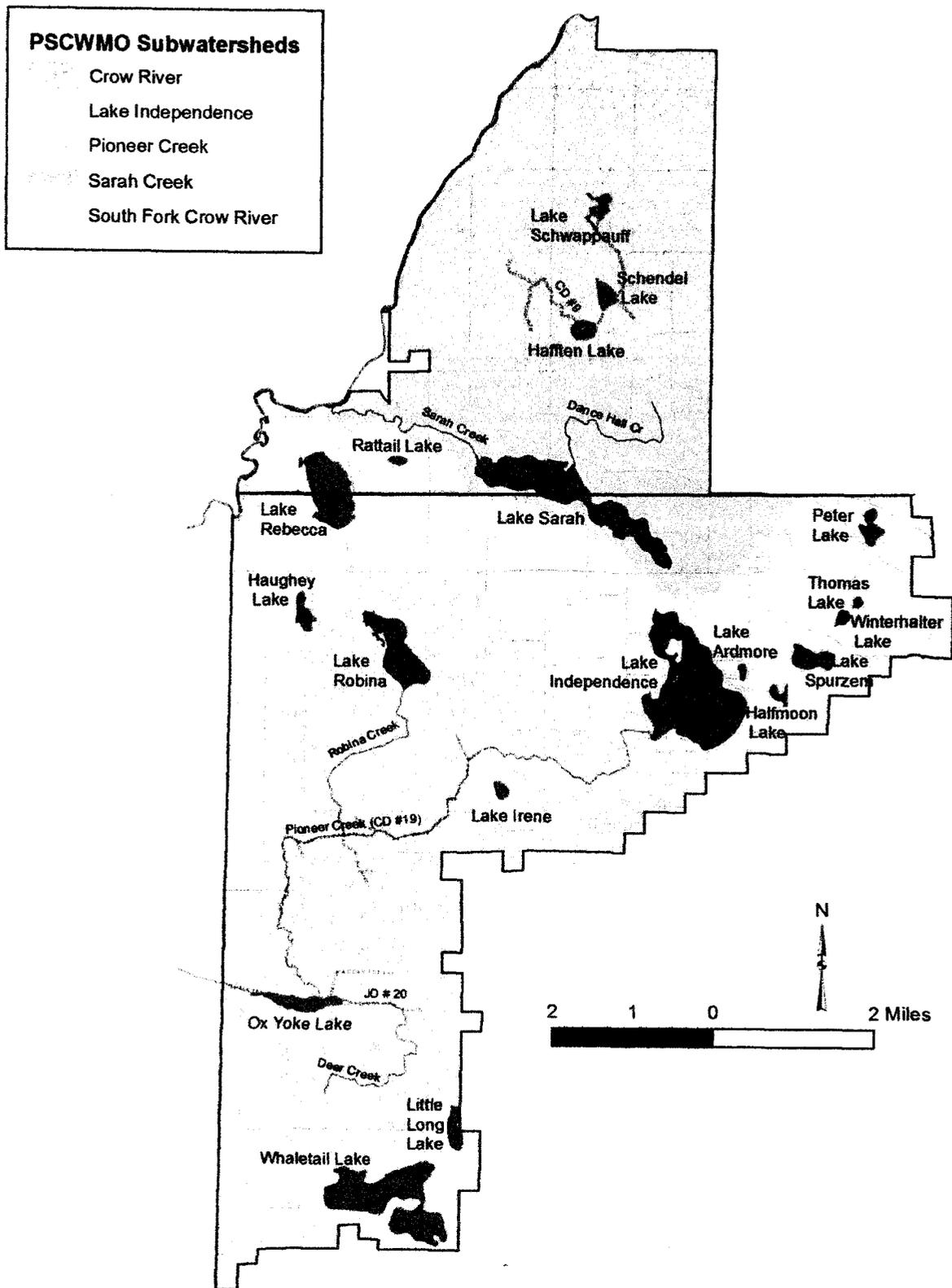
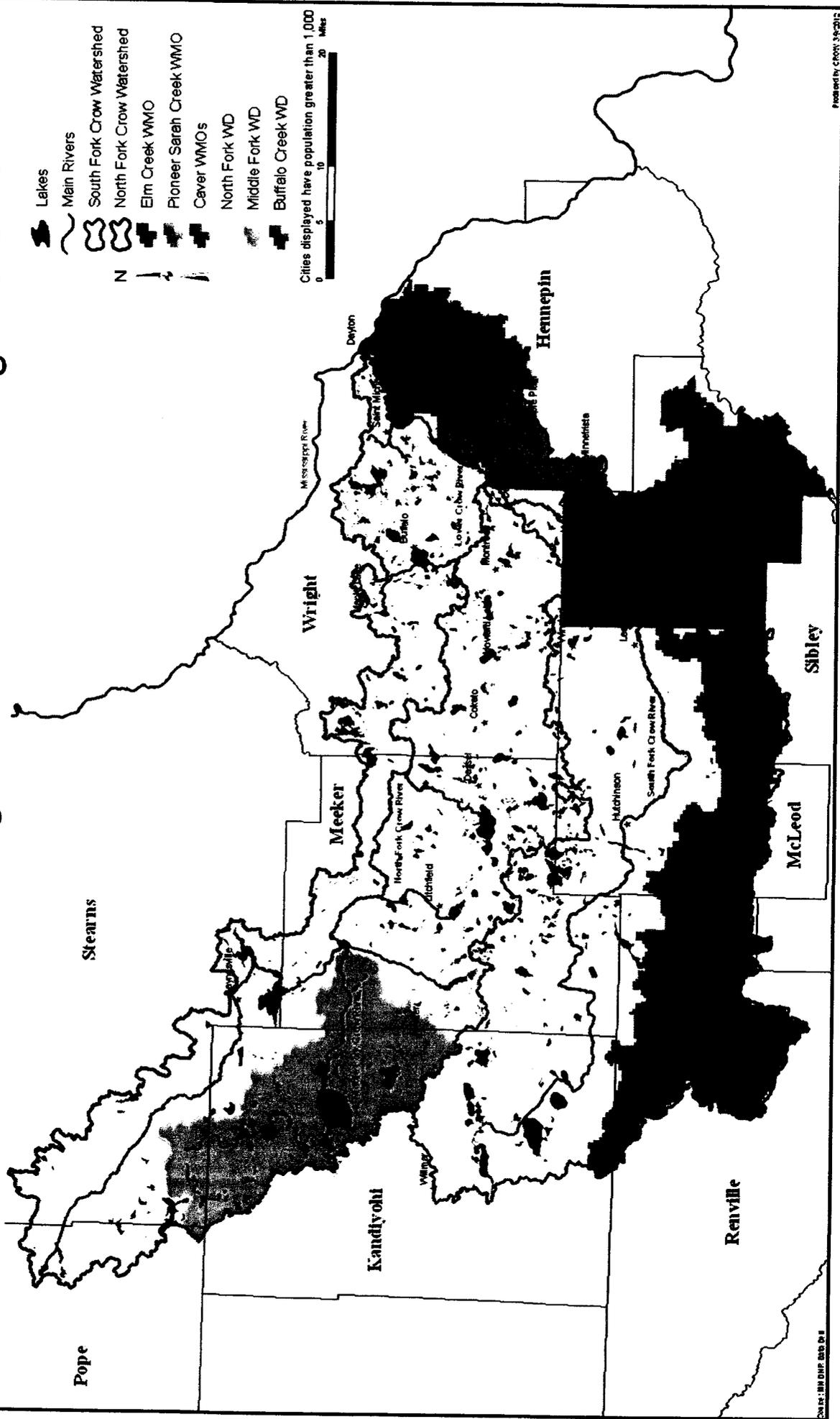


Figure 2.1. Pioneer-Sarah Creek watershed drainage systems.
 Source: Minnesota DNR.

Watershed Management Districts and Organizations



**City of Greenfield
City Council Meeting**

June 21, 2016

TO: Honorable Mayor and Councilors
FROM: City Administrator Bonnie Ritter
SUBJECT: Temporary Family Health Care Dwellings

Mayor and Council:

This item is on the agenda for discussion only at the request of the Mayor.



Temporary Family Health Care Dwellings of 2016 Allowing Temporary Structures – What it means for Cities

Introduction:

On May 12, 2016, Governor Dayton signed, into law, a bill creating a new process for landowners to place mobile residential dwellings on their property to serve as a temporary family health care dwelling.¹ Community desire to provide transitional housing for those with mental or physical impairments and the increased need for short term care for aging family members served as the catalysts behind the legislature taking on this initiative. The resulting legislation sets forth a short term care alternative for a “mentally or physically impaired person”, by allowing them to stay in a “temporary dwelling” on a relative’s or caregiver’s property.²

Where can I read the new law?

Until the state statutes are revised to include bills passed this session, cities can find this new bill at [2016 Laws, Chapter 111](#).

Does the law require cities to follow and implement the new temporary family health care dwelling law?

Yes, unless a city opts out of the new law or currently allows temporary family health care dwellings as a permitted use.

Considerations for cities regarding the opt-out?

These new temporary dwellings address an emerging community need to provide more convenient temporary care. Cities may want to consider the below when analyzing whether or not to opt out:

- The new law alters a city’s level of zoning authority for these types of structures.
- While the city’s zoning ordinances for accessories or recreational vehicles do not apply, these structures still must comply with setback requirements.
- A city’s zoning and other ordinances, other than its accessory use or recreational vehicle ordinances, still apply to these structures. Because conflicts may arise between the statute and a city’s local ordinances, cities should confer with their city attorneys to analyze their current ordinances in light of the new law.
- Although not necessarily a legal issue for the city, it seems worth mentioning that the permit process does not have the individual with the physical or mental impairment or that

¹ [2016 Laws, Chapter 111](#).

² Some cities asked if other states have adopted this type of law. The only states that have a somewhat similar statute at the time of publication of this FAQ are North Carolina and Virginia. It is worth noting that some states have adopted Accessory Dwelling Unit (ADU) statutes to allow granny flats, however, these ADU statutes differ from Minnesota’s Temporary Health Care Dwelling law.

individual's power of attorney sign the permit application or a consent to release his or her data.

- The application's data requirements may result in the city possessing and maintaining nonpublic data governed by the Minnesota Government Data Practices Act.
- The new law sets forth a permitting system for both cities and counties³. Cities should consider whether there is an interplay between these two statutes.

Do cities need to do anything to have the new law apply in their city?

No, the law goes into effect September 1, 2016 and automatically applies to all cities that do not opt out or don't already allow temporary family health care dwellings as a permitted use under their local ordinances. By September 1, 2016, however, cities will need to be prepared to accept applications, must have determined a permit fee amount⁴ (if the city wants to have an amount different than the law's default amount), and must be ready to process the permits in accordance with the short timeline required by the law.

What if a city already allows a temporary family health care dwelling as a permitted use?

If the city already has designated temporary family health care dwellings as a permitted use, then the law does not apply and the city follows its own ordinance. The city should consult its city attorney for any uncertainty about whether structures currently permitted under existing ordinances qualify as temporary family health care dwellings.

What process should the city follow if it chooses to opt out of this statute?

Cities that wish to opt out of this law must pass an ordinance to do so. The statute does not provide clear guidance on how to treat this opt-out ordinance. However, since the new law adds section 462.3593 to the land use planning act (Minn. Stat. ch. 462), arguably, it may represent the adoption or an amendment of a zoning ordinance, triggering the requirements of Minn. Stat. § 462.357, subd. 2-4, including a public hearing with 10-day published notice. Therefore, cities may want to err on the side of caution and treat the opt-out ordinance as a zoning provision.⁵

Does the League have a model ordinance for opting out of this program?

Yes. Link to opt out ordinance here: [Temporary Family Health Care Dwellings Ordinance](#)

Can cities partially opt out of the temporary family health care dwelling law?

³ See Minn. Stat. §394.307

⁴ Cities do have flexibility as to amounts of the permit fee. The law sets, as a default, a fee of \$100 for the initial permit with a \$50 renewal fee, but authorizes a city to provide otherwise by ordinance.

⁵ For smaller communities without zoning at all, those cities still need to adopt an opt-out ordinance. In those instances, it seems less likely that the opt-out ordinance would equate to zoning. Because of the ambiguity of the statute, cities should consult their city attorneys on how best to approach adoption of the opt-out ordinance for their communities.

Not likely. The opt-out language of the statute allows a city, by ordinance, to opt out of the requirements of the law but makes no reference to opting out of parts of the law. If a city wanted a program different from the one specified in statute, the most conservative approach would be to opt out of the statute, then adopt an ordinance structured in the manner best suited to the city. Since the law does not explicitly provide for a partial opt out, cities wanting to just partially opt out from the statute should consult their city attorney.

Can a city adopt pieces of this program or change the requirements listed in the statute?

Similar to the answer about partially opting out, the law does not specifically authorize a city to alter the statutory requirements or adopt only just pieces of the statute. Several cities have asked if they could add additional criteria, like regulating placement on driveways, specific lot size limits, or anchoring requirements. As mentioned above, if a city wants a program different from the one specified in the statute, the most conservative approach would involve opting out of the statute in its entirety and then adopting an ordinance structured in the manner best suited to the city. Again, a city should consult its city attorney when considering adopting an altered version of the state law.

What is required in an application for a temporary family health care dwelling permit?

The mandatory application requests very specific information including, but not limited to:⁶

- Name, address, and telephone number of the property owner, the resident of the property (if different than the owner), and the primary care giver;
- Name of the mentally or physically impaired person;
- Proof of care from a provider network, including respite care, primary care or remote monitoring;
- Written certification signed by a Minnesota licensed physician, physician assistant or advanced practice registered nurse that the individual with the mental or physical impairment needs assistance performing two or more “instrumental activities of daily life;”⁷
- An executed contract for septic sewer management or other proof of adequate septic sewer management;
- An affidavit that the applicant provided notice to adjacent property owners and residents;
- A general site map showing the location of the temporary dwelling and the other structures on the lot; and
- Compliance with setbacks and maximum floor area requirements of primary structure.

⁶ New Minn. Stat. § 462.3593, subd. 3 sets forth all the application criteria.

⁷ This is a term defined in law at Minn. Stat. § 256B.0659, subd. 1(i) as “activities to include meal planning and preparation; basic assistance with paying bills; shopping for food, clothing, and other essential items; performing household tasks integral to the personal care assistance services; communication by telephone and other media; and traveling, including to medical appointments and to participate in the community.”

The law requires all of the following to sign the application: the primary caregiver, the owner of the property (on which the temporary dwelling will be located) and the resident of the property (if not the same as the property owner). However, neither the physically disabled or mentally impaired individual nor his or her power of attorney signs the application.

Who can host a temporary family health care dwelling?

Placement of a temporary family health care dwelling can only be on the property where a “caregiver” or “relative” resides. The statute defines caregiver as “an individual, 18 years of age or older, who: (1) provides care for a mentally or physically impaired person; and (2) is a relative, legal guardian, or health care agent of the mentally or physically impaired person for whom the individual is caring.” The definition of “relative” includes “a spouse, parent, grandparent, child, grandchild, sibling, uncle, aunt, nephew or niece of the mentally or physically impaired person. Relative also includes half, step and in-law relationships.”

Is this program just for the elderly?

No. The legislature did not include an age requirement for the mentally or physically impaired dweller.⁸

Who can live in a temporary family health care dwelling and for how long?

The permit for a temporary health care dwelling must name the person eligible to reside in the unit. The law requires the person residing in the dwelling to qualify as “mentally or physically impaired,” defined as “a person who is a resident of this state and who requires assistance with two or more instrumental activities of daily living as certified by a physician, a physician assistant, or an advanced practice registered nurse, licenses to practice in this state.” The law specifically limits the time frame for these temporary dwellings permits to 6 months, with a one-time 6 month renewal option. Further, there can be only one dwelling per lot and only one dweller who resides within the temporary dwelling

What structures qualify as temporary family health care dwellings under the new law?

The specific structural requirements set forth in the law preclude using pop up campers on the driveway or the “granny flat” with its own foundation as a temporary structure. Qualifying temporary structures must:

- Primarily be pre-assembled;
- Cannot exceed 300 gross square feet;
- Cannot attach to a permanent foundation;
- Must be universally designed and meet state accessibility standards;

⁸ The law expressly exempts a temporary family health care dwelling from being considered “housing with services establishment”, which, in turn, results in the 55 or older age restriction set forth for “housing with services establishment” not applying.

- Must provide access to water and electrical utilities (by connecting to principal dwelling or by other comparable means⁹);
- Must have compatible standard residential construction exterior materials;
- Must have minimum insulation of R-15;
- Must be portable (as defined by statute);
- Must comply with Minnesota Rules chapter 1360 (prefabricated buildings) or 1361 (industrialized/modular buildings), “and contain an Industrialized Buildings Commission seal and data plate or to American National Standards Institute Code 119.2”¹⁰; and
- Must contain a backflow check valve.¹¹

Does the State Building Code apply to the construction of a temporary family health care dwelling?

Mostly, no. These structures must meet accessibility standards (which are in the State Building Code). The primary types of dwellings proposed fall within the classification of recreational vehicles, to which the State Building Code does not apply. Two other options exist, however, for these types of dwellings. If these structures represent a pre-fabricated home, the federal building code requirements for manufactured homes apply (as stated in Minnesota Rules, Chapter 1360). If these structures are modular homes, on the other hand, they must be constructed consistent with the State Building Code (as stated in Minnesota Rules, Chapter 1361).

What health, safety and welfare requirements does this new law include?

Aside from the construction requirements of the unit, the temporary family health care dwelling must be located in an area on the property where “septic services and emergency vehicles can gain access to the temporary family health care dwelling in a safe and timely manner.”

What local ordinances and zoning apply to a temporary health care dwelling?

The new law states that ordinances related to accessory uses and recreational vehicle storage and parking do not apply to these temporary family health care dwellings. However, unless otherwise provided, setbacks and other local ordinances, charter provisions, and applicable state laws still apply. Because conflicts may arise between the statute and one or more of the city’s other local ordinances, cities should confer with their city attorneys to analyze their current ordinances in light of the new law.

What permit process should cities follow for these permits?

The law creates a new type of expedited permit process. The permit approval process found in Minn. Stat. § 15.99 generally applies; however, the new law shortens the time frame for which the local governmental unit has to make a decision on granting the permit. Due to the time sensitive

⁹ The Legislature did not provide guidance on what represents “other comparable means”.

¹⁰ ANSI Code 119.2 has been superseded by NFPA 1192. For more information, the American National Standards Institute website is located at <https://www.ansi.org/>.

¹¹ New Minn. Stat. § 462.3593, subd. 2 sets forth all the structure criteria.

nature of issuing a temporary dwelling permit, the city has only 15 days (rather than 60 days) (no extension is allowed) to either issue or deny a permit. The new law waives the public hearing requirement and allows the clock to restart if a city deems an application incomplete. If a city deems an application incomplete, the city must provide the applicant written notice, within five business days of receipt of the application, telling the requester what information is missing. For those councils that regularly meet only once a month, the law provides for a 30-day decision.

Can cities collect fees for these permits?

Cities have flexibility as to amounts of the permit fee. The law sets the fee at \$100 for the initial permit with a \$50 renewal fee, unless a city provides otherwise by ordinance

Can cities inspect, enforce and ultimately revoke these permits?

Yes, but only if the permit holder violates the requirements of the law. The statute allows for the city to require the permit holder to provide evidence of compliance and also authorizes the city to inspect the temporary dwelling at times convenient to the caregiver to determine compliance. The permit holder then has sixty (60) days from the date of revocation to remove the temporary family health care dwelling. The law does not address appeals of a revocation.

How should cities handle data it acquires from these permits?

The application data may result in the city possessing and maintaining nonpublic data governed by the Minnesota Government Data Practices Act. To minimize collection of protected health data or other nonpublic data, the city could, for example, request that the required certification of need simply state “that the person who will reside in the temporary family health care dwelling needs assistance with two or more instrumental activities of daily living”, without including in that certification data or information about the specific reasons for the assistance, the types of assistance, the medical conditions or the treatment plans of the person with the mental illness or physical disability. Because of the complexities surrounding nonpublic data, cities should consult their city attorneys when drafting a permit application.

Should the city consult its city attorney?

Yes. As with any new law, to determine the potential impact on cities, the League recommends consulting with your city attorney.

Where can cities get additional information or ask other questions.

For more information, contact Staff Attorney Pamela Whitmore at pwhitmore@lmc.org or LMC General Counsel Tom Grundhoefer at tgrundho@lmc.org. If you prefer calling, you can reach Pamela at 651.281.1224 or Tom at 651.281.1266.

Focus on New Laws: Temporary Family Health Care Dwellings

Cities and counties must issue permits for a new type of land use under this law, unless they take steps to opt out.
(Published Jun 13, 2016)

Chapter 111 (Link to: <https://www.revisor.mn.gov/laws/?year=2016&type=0&doctype=Chapter&id=111>) creates a new permit and permitting process that local governments must follow to allow a specific type of temporary transitional housing, unless the unit of local government takes official action by passing an ordinance to opt out of that program. Gov. Dayton signed the bill into law on May 12.

While the stated motivation behind passing the new law was to provide transitional housing for seniors, the statute itself does not include an age restriction for use of the structure. Anyone certified with needing assistance with two or more “instrumental activities of daily life” for mental or physical reasons may reside in a qualified temporary dwelling on the property where the “caregiver” or a “relative” resides.

Requirements of the law

The legislation is fairly complex in its requirements for both the permit application and the permit issuance, as well as for its regulations pertaining to compliant structures and eligible uses. Section 1 specifically excludes temporary family health care dwellings from the definition of “housing with services establishment,” exempting these temporary dwellings from the regulations and requirements set forth in Chapter 144D of the Minnesota Statutes.

Section 3 creates a new section in the Minnesota Land Use Planning Act (Minnesota Statutes, chapter 462), applying this new permit process for temporary family health care dwellings to cities. Section 2 of the new law also establishes the program for counties by creating a new section under Chapter 394 of the Minnesota Statutes. Finally, Section 4 of the law establishes Sept. 1, 2016, as the effective date.

What cities need to do

If your city leaders are comfortable with this program, you need to take no action to adopt it. However, by Sept. 1, your city leaders need to:

Be prepared to accept applications for permits under the new law.

Have an ordinance in place that establishes the permit fee (if the city decides to charge a fee different than the default fee).

Be ready to review and act on a submitted application within the specified timeline.

Specifically, under the new law, most cities have 15 days to grant or deny a submitted application. (Cities that regularly meet only once a month get 30 days to make their decision.) The law expressly waives the public hearing due to the private medical information involved and because of the immediate need for care. The law does not specify an appeal process related to permit decisions.

The permit is good for six months, with the option to renew once for an additional six months. The permit fee is set at \$100, with \$50 for a renewal; however, a city can choose to adopt, by ordinance, a different fee schedule.

If a city already has designated temporary family health care dwellings as a permitted use, this new law does not apply to that city. Likewise, if a city passes an ordinance specifically opting out of this statute, none of the provisions of the law apply to that community.

If your city wants to adopt a program that differs from the one specified in the new law, you should know that the law does not authorize partial adoption or modification of the program. Instead, your city would need to opt out of the entire law and then adopt a different ordinance that meets the city’s needs.

To help cities that would like to opt out of the statute, the League has developed a sample ordinance. The League has also created a frequently asked questions (FAQs) document.

View the sample opt-out ordinance (doc) (Link to: <http://www.lmc.org/media/document/1/temporaryfamilyhealthcaredwellings.docx>)

Get additional guidance from the League's FAQs (pdf) (*Link to:*

<http://www.lmc.org/media/document/1/temporaryfamilyhealthcaredwellingsfaq.pdf?inline=true>)

A section-by-section walk-through of the bill also will be included in the *2016 Law Summaries*, which will be available on the League website by the end of June.

Details of the law

If this law applies to your city and you don't plan to opt out, it's important to know the specific details of the law, including its effect on your existing land use controls, the criteria for a qualified temporary family health care dwelling, and the permit application requirements.

Effect on land use controls

Existing local controls related to accessory uses and the parking and storage of recreational vehicles cannot regulate or prevent placement of a unit that qualifies as a temporary family health care dwelling (see section 3, subdivision 2). Other local ordinances and setbacks, as well as applicable state and federal laws, do apply.

Section 3, subdivisions 5 and 6 set forth parameters for inspection, enforcement, and permit revocation. At any time, cities can request proof that the unit remains compliant with the requirements of the law. Cities can arrange an inspection at a reasonable time that is convenient for the caregiver, to verify that the unit is compliant, is occupied, and that the resident is the one named on the permit.

Temporary family health care dwelling criteria

Section 3, subdivision 2 specifically sets the criteria for a structure to be considered a qualified temporary family health care dwelling. These structures must:

Be primarily assembled at a location other than its site of installation.

Be no more than 300 gross square feet.

Not be attached to a permanent foundation.

Be universally designed and meet state-recognized accessibility standards.

Provide access to water and electric utilities, either by connecting to the utilities serving the principal dwelling on the lot or by other comparable means.

Have exterior materials that are compatible in composition, appearance, and durability to the exterior materials used in standard residential construction.

Have a minimum insulation rating of R-15.

Be able to be installed, removed, and transported by a one-ton pickup truck, a truck, or a truck tractor as defined in Minnesota Statutes, section 168.002.

Be built to either Minnesota Rules, chapter 1360 or 1361, and contain an Industrialized Buildings Commission seal and data plate or to American National Standards Institute Code 119.2, which is an industry definition of a recreational vehicle.

Be equipped with a backflow check valve.

Permit application requirements

A caregiver or a relative must submit a permit application to the city signed by the primary caregiver, the owner of the property on which the unit will be placed, and the resident of the property (if the owner does not reside there). The permit application requires a very specific list of information, including:

Applicant information. Name, address, and phone number of the property owner, the property resident (if different from the owner), and the primary caregiver for the qualified inhabitant of the unit.

Resident name. Only one person can reside in a temporary family health care dwelling and it must be the person named in the application.

Health care provider information. Proof of the provider network that will provide the primary care, respite care, or remote patient monitoring service.

Verification of need. Written certification of the need for assistance with two or more instrumental daily activities from a physician, physician's assistant, or advanced practice registered nurse licensed to practice in Minnesota.

Septic service. An executed contract for septic service or management.

Neighbor notice. An affidavit that all adjacent property owners and residents have received notification of the application.

Site map. A general site map to show the location of existing structures and the proposed placement of the new unit. The placement must comply with the same setback requirements that apply to the primary residence and must allow septic service and emergency response access in a safe and timely manner.

Additionally, the law only allows one unit per lot and that unit must house only one resident, who must be the same person named in the application.

Get additional guidance from the League's FAQs (pdf) (*Link to: <http://www.lmc.org/media/document/1/temporaryfamilyhealthcaredwellingsfaq.pdf?inline=true>*)

Read the current issue of the Cities Bulletin (*Link to: <http://www.lmc.org/page/1/cities-bulletin-newsletter.jsp>*)

* By posting you are agreeing to the LMC Comment Policy (*Link to: <http://www.lmc.org/page/1/comment-policy.jsp>*).

0 Comments MinnesotaCities

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Be the first to comment.

Your LMC Resource

Pam Whitmore

Staff Attorney

(651) 281-1224 or (800) 925-1122

qoreilly@lmc.org (*Link to: <mailto:pwhitmore@lmc.org>*)

Contact Craig Johnson

IGR Representative

(651) 281-1259 or (800) 925-1122

cjohnson@lmc.org (*Link to: <mailto:cjohnson@lmc.org>*)

MC Public Safety Blog

2016 Minnesota Session Laws

Key: (1) ~~language to be deleted~~ (2) new language

CHAPTER 111—S.F.No. 2555

An act relating to local government; regulating zoning of temporary family health care dwellings; establishing temporary dwelling permits; amending Minnesota Statutes 2014, section 144D.01, subdivision 4; proposing coding for new law in Minnesota Statutes, chapters 394; 462.

BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF MINNESOTA:

Section 1. Minnesota Statutes 2014, section 144D.01, subdivision 4, is amended to read:

Subd. 4. Housing with services establishment or establishment. (a) "Housing with services establishment" or "establishment" means:

(1) an establishment providing sleeping accommodations to one or more adult residents, at least 80 percent of which are 55 years of age or older, and offering or providing, for a fee, one or more regularly scheduled health-related services or two or more regularly scheduled supportive services, whether offered or provided directly by the establishment or by another entity arranged for by the establishment; or

(2) an establishment that registers under section 144D.025.

(b) Housing with services establishment does not include:

(1) a nursing home licensed under chapter 144A;

(2) a hospital, certified boarding care home, or supervised living facility licensed under sections 144.50 to 144.56;

(3) a board and lodging establishment licensed under chapter 157 and Minnesota Rules, parts 9520.0500 to 9520.0670, 9525.0215 to 9525.0355, 9525.0500 to 9525.0660, or 9530.4100 to 9530.4450, or under chapter 245D;

(4) a board and lodging establishment which serves as a shelter for battered women or other similar purpose;

(5) a family adult foster care home licensed by the Department of Human Services;

(6) private homes in which the residents are related by kinship, law, or affinity with the providers of services;

(7) residential settings for persons with developmental disabilities in which the services are licensed under Minnesota Rules, parts 9525.2100 to 9525.2140, or applicable successor rules or laws;

(8) a home-sharing arrangement such as when an elderly or disabled person or single-parent family makes lodging in a private residence available to another person in exchange for services or rent, or both;

(9) a duly organized condominium, cooperative, common interest community, or owners' association of the foregoing where at least 80 percent of the units that comprise the condominium, cooperative, or common interest community are occupied by individuals who are the owners, members, or shareholders of the units; ~~or~~

(10) services for persons with developmental disabilities that are provided under

a license according to Minnesota Rules, parts 9525.2000 to 9525.2140 in effect until January 1, 1998, or under chapter 245D; or

(11) a temporary family health care dwelling as defined in sections 394.307 and 462.3593.

Sec. 2. [394.307] TEMPORARY FAMILY HEALTH CARE DWELLINGS.

Subdivision 1. Definitions. (a) For purposes of this section, the following terms have the meanings given.

(b) "Caregiver" means an individual 18 years of age or older who:

(1) provides care for a mentally or physically impaired person; and

(2) is a relative, legal guardian, or health care agent of the mentally or physically impaired person for whom the individual is caring.

(c) "Instrumental activities of daily living" has the meaning given in section 256B.0659, subdivision 1, paragraph (i).

(d) "Mentally or physically impaired person" means a person who is a resident of this state and who requires assistance with two or more instrumental activities of daily living as certified in writing by a physician, a physician assistant, or an advanced practice registered nurse licensed to practice in this state.

(e) "Relative" means a spouse, parent, grandparent, child, grandchild, sibling, uncle, aunt, nephew, or niece of the mentally or physically impaired person. Relative includes half, step, and in-law relationships.

(f) "Temporary family health care dwelling" means a mobile residential dwelling providing an environment facilitating a caregiver's provision of care for a mentally or physically impaired person that meets the requirements of subdivision 2.

Subd. 2. Temporary family health care dwelling. A temporary family health care dwelling must:

(1) be primarily assembled at a location other than its site of installation;

(2) be no more than 300 gross square feet;

(3) not be attached to a permanent foundation;

(4) be universally designed and meet state-recognized accessibility standards;

(5) provide access to water and electric utilities either by connecting to the utilities that are serving the principal dwelling on the lot or by other comparable means;

(6) have exterior materials that are compatible in composition, appearance, and durability to the exterior materials used in standard residential construction;

(7) have a minimum insulation rating of R-15;

(8) be able to be installed, removed, and transported by a one-ton pickup truck as defined in section 168.002, subdivision 21b, a truck as defined in section 168.002, subdivision 37, or a truck tractor as defined in section 168.002, subdivision 38;

(9) be built to either Minnesota Rules, chapter 1360 or 1361, and contain an Industrialized Buildings Commission seal and data plate or to American National Standards Institute Code 119.2; and

(10) be equipped with a backflow check valve.

Subd. 3. Temporary dwelling permit; application. (a) Unless the county has designated temporary family health care dwellings as permitted uses, a temporary family health care dwelling is subject to the provisions in this section. A temporary family health care

dwelling that meets the requirements of this section cannot be prohibited by a local ordinance that regulates accessory uses or recreational vehicle parking or storage.

(b) The caregiver or relative must apply for a temporary dwelling permit from the county. The permit application must be signed by the primary caregiver, the owner of the property on which the temporary family health care dwelling will be located, and the resident of the property if the property owner does not reside on the property, and include:

(1) the name, address, and telephone number of the property owner, the resident of the property if different from the owner, and the primary caregiver responsible for the care of the mentally or physically impaired person; and the name of the mentally or physically impaired person who will live in the temporary family health care dwelling;

(2) proof of the provider network from which the mentally or physically impaired person may receive respite care, primary care, or remote patient monitoring services;

(3) a written certification that the mentally or physically impaired person requires assistance with two or more instrumental activities of daily living signed by a physician, a physician assistant, or an advanced practice registered nurse licensed to practice in this state;

(4) an executed contract for septic service management or other proof of adequate septic service management;

(5) an affidavit that the applicant has provided notice to adjacent property owners and residents of the application for the temporary dwelling permit; and

(6) a general site map to show the location of the temporary family health care dwelling and other structures on the lot.

(c) The temporary family health care dwelling must be located on property where the caregiver or relative resides. A temporary family health care dwelling must comply with all setback requirements that apply to the primary structure and with any maximum floor area ratio limitations that may apply to the primary structure. The temporary family health care dwelling must be located on the lot so that septic services and emergency vehicles can gain access to the temporary family health care dwelling in a safe and timely manner.

(d) A temporary family health care dwelling is limited to one occupant who is a mentally or physically impaired person. The person must be identified in the application. Only one temporary family health care dwelling is allowed on a lot.

(e) Unless otherwise provided, a temporary family health care dwelling installed under this section must comply with all applicable state law and local ordinances.

Subd. 4. **Initial permit term; renewal.** The initial temporary dwelling permit is valid for six months. The applicant may renew the permit once for an additional six months.

Subd. 5. **Inspection.** The county may require that the permit holder provide evidence of compliance with this section as long as the temporary family health care dwelling remains on the property. The county may inspect the temporary family health care dwelling at reasonable times convenient to the caregiver to determine if the temporary family health care dwelling is occupied and meets the requirements of this section.

Subd. 6. **Revocation of permit.** The county may revoke the temporary dwelling permit if the permit holder violates any requirement of this section. If the county revokes a permit, the permit holder has 60 days from the date of revocation to remove the temporary family health care dwelling.

Subd. 7. **Fee.** Unless otherwise specified by an action of the county board, the county may

charge a fee of up to \$100 for the initial permit and up to \$50 for a renewal of the permit.

Subd. 8. No public hearing required; application of section 15.99. (a) Due to the time-sensitive nature of issuing a temporary dwelling permit for a temporary family health care dwelling, the county does not have to hold a public hearing on the application.

(b) The procedures governing the time limit for deciding an application for the temporary dwelling permit under this section are governed by section 15.99, except as provided in this section. The county has 15 days to issue a permit requested under this section or to deny it, except that if the county board holds regular meetings only once per calendar month the county has 30 days to issue a permit requested under this section or to deny it. If the county receives a written request that does not contain all required information, the applicable 15-day or 30-day limit starts over only if the county sends written notice within five business days of receipt of the request telling the requester what information is missing. The county cannot extend the period of time to decide.

Subd. 9. Opt-out. A county may by resolution opt-out of the requirements of this section.

Sec. 3. **[462.3593] TEMPORARY FAMILY HEALTH CARE DWELLINGS.**

Subdivision 1. Definitions. (a) For purposes of this section, the following terms have the meanings given.

(b) "Caregiver" means an individual 18 years of age or older who:

(1) provides care for a mentally or physically impaired person; and

(2) is a relative, legal guardian, or health care agent of the mentally or physically impaired person for whom the individual is caring.

(c) "Instrumental activities of daily living" has the meaning given in section 256B.0659, subdivision 1, paragraph (i).

(d) "Mentally or physically impaired person" means a person who is a resident of this state and who requires assistance with two or more instrumental activities of daily living as certified in writing by a physician, a physician assistant, or an advanced practice registered nurse licensed to practice in this state.

(e) "Relative" means a spouse, parent, grandparent, child, grandchild, sibling, uncle, aunt, nephew, or niece of the mentally or physically impaired person. Relative includes half, step, and in-law relationships.

(f) "Temporary family health care dwelling" means a mobile residential dwelling providing an environment facilitating a caregiver's provision of care for a mentally or physically impaired person that meets the requirements of subdivision 2.

Subd. 2. Temporary family health care dwelling. A temporary family health care dwelling must:

(1) be primarily assembled at a location other than its site of installation;

(2) be no more than 300 gross square feet;

(3) not be attached to a permanent foundation;

(4) be universally designed and meet state-recognized accessibility standards;

(5) provide access to water and electric utilities either by connecting to the utilities that are serving the principal dwelling on the lot or by other comparable means;

(6) have exterior materials that are compatible in composition, appearance, and durability to the exterior materials used in standard residential construction;

(7) have a minimum insulation rating of R-15;

(8) be able to be installed, removed, and transported by a one-ton pickup truck as defined in section 168.002, subdivision 21b, a truck as defined in section 168.002, subdivision 37, or a truck tractor as defined in section 168.002, subdivision 38;

(9) be built to either Minnesota Rules, chapter 1360 or 1361, and contain an Industrialized Buildings Commission seal and data plate or to American National Standards Institute Code 119.2; and

(10) be equipped with a backflow check valve.

Subd. 3. Temporary dwelling permit; application. (a) Unless the municipality has designated temporary family health care dwellings as permitted uses, a temporary family health care dwelling is subject to the provisions in this section. A temporary family health care dwelling that meets the requirements of this section cannot be prohibited by a local ordinance that regulates accessory uses or recreational vehicle parking or storage.

(b) The caregiver or relative must apply for a temporary dwelling permit from the municipality. The permit application must be signed by the primary caregiver, the owner of the property on which the temporary family health care dwelling will be located, and the resident of the property if the property owner does not reside on the property, and include:

(1) the name, address, and telephone number of the property owner, the resident of the property if different from the owner, and the primary caregiver responsible for the care of the mentally or physically impaired person; and the name of the mentally or physically impaired person who will live in the temporary family health care dwelling;

(2) proof of the provider network from which the mentally or physically impaired person may receive respite care, primary care, or remote patient monitoring services;

(3) a written certification that the mentally or physically impaired person requires assistance with two or more instrumental activities of daily living signed by a physician, a physician assistant, or an advanced practice registered nurse licensed to practice in this state;

(4) an executed contract for septic service management or other proof of adequate septic service management;

(5) an affidavit that the applicant has provided notice to adjacent property owners and residents of the application for the temporary dwelling permit; and

(6) a general site map to show the location of the temporary family health care dwelling and other structures on the lot.

(c) The temporary family health care dwelling must be located on property where the caregiver or relative resides. A temporary family health care dwelling must comply with all setback requirements that apply to the primary structure and with any maximum floor area ratio limitations that may apply to the primary structure. The temporary family health care dwelling must be located on the lot so that septic services and emergency vehicles can gain access to the temporary family health care dwelling in a safe and timely manner.

(d) A temporary family health care dwelling is limited to one occupant who is a mentally or physically impaired person. The person must be identified in the application. Only one temporary family health care dwelling is allowed on a lot.

(e) Unless otherwise provided, a temporary family health care dwelling installed under this section must comply with all applicable state law, local ordinances, and charter provisions.

Subd. 4. Initial permit term; renewal. The initial temporary dwelling permit is valid for

six months. The applicant may renew the permit once for an additional six months.

Subd. 5. Inspection. The municipality may require that the permit holder provide evidence of compliance with this section as long as the temporary family health care dwelling remains on the property. The municipality may inspect the temporary family health care dwelling at reasonable times convenient to the caregiver to determine if the temporary family health care dwelling is occupied and meets the requirements of this section.

Subd. 6. Revocation of permit. The municipality may revoke the temporary dwelling permit if the permit holder violates any requirement of this section. If the municipality revokes a permit, the permit holder has 60 days from the date of revocation to remove the temporary family health care dwelling.

Subd. 7. Fee. Unless otherwise provided by ordinance, the municipality may charge a fee of up to \$100 for the initial permit and up to \$50 for a renewal of the permit.

Subd. 8. No public hearing required; application of section 15.99. (a) Due to the time-sensitive nature of issuing a temporary dwelling permit for a temporary family health care dwelling, the municipality does not have to hold a public hearing on the application.

(b) The procedures governing the time limit for deciding an application for the temporary dwelling permit under this section are governed by section 15.99, except as provided in this section. The municipality has 15 days to issue a permit requested under this section or to deny it, except that if the statutory or home rule charter city holds regular meetings only once per calendar month the statutory or home rule charter city has 30 days to issue a permit requested under this section or to deny it. If the municipality receives a written request that does not contain all required information, the applicable 15-day or 30-day limit starts over only if the municipality sends written notice within five business days of receipt of the request telling the requester what information is missing. The municipality cannot extend the period of time to decide.

Subd. 9. Opt-out. A municipality may by ordinance opt-out of the requirements of this section.

Sec. 4. EFFECTIVE DATE. This act is effective September 1, 2016, and applies to temporary dwelling permit applications made under this act on or after that date.

Presented to the governor May 12, 2016

Signed by the governor May 12, 2016, 1:27 p.m.

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*League
Sample
Ordinance*

ORDINANCE NO. _____

CITY OF _____

**AN ORDINANCE OPTING-OUT OF
THE REQUIREMENTS OF
MINNESOTA STATUTES, SECTION 462.3593**

WHEREAS, on May 12, 2016, Governor Dayton signed into law the creation and regulation of temporary family health care dwellings, codified at Minn. Stat. § 462.3593, which permit and regulate temporary family health care dwellings;

WHEREAS, subdivision 9 of Minn. Stat. §462.3593 allows cities to “opt out” of those regulations;

THE CITY COUNCIL OF THE CITY OF _____, ORDAINS as follows:

Section ____ . City Code, Section _____ is amended as follows:

OPT-OUT OF MINNESOTA STATUTES, SECTION 462.3593:

SECTION _____. Pursuant to authority granted by Minnesota Statutes, Section 462.3593, subdivision 9, the City of _____ opts-out of the requirements of Minn. Stat. §462.3593, which defines and regulates Temporary Family Health Care Dwellings.

SECTION _____. This Ordinance shall be effective immediately upon its passage and publication.

ADOPTED this _____ day of _____, 2016, by the City Council of the City of _____.

CITY OF _____

By: _____

ATTEST:

HENNEPIN COUNTY SHERIFF'S ENFORCEMENT SERVICES DIVISION
 ACTIVITY REPORT 2016 Year to Date
 City of Greenfield

ACTIVITY CODES

PART I										
Homicide										0
Chim Sex Cond										0
Robbery (Person)										0
Agg Assault (Weapon)										0
Burglary (Dwelling)	2	1								5
Theft	1	2	1							5
Theft - Juvenile Suspect										0
Gas Drive Off										0
Credit Card Fraud										0
Stolen Motor Vehicle										0
Arson										0
Child Abuse/Neglect	1									0
Forgery			2	2						1
TOTAL PART I	3	4	3	4	2	0	0	0	0	16

PART II										
Kidnapping										0
Other Assault					1					1
Other Assault - Juvenile										0
Other Sex										0
Violation Protection Order										0
Damage to Property / Vandalism	1		1							3
Weapon Offense			1							1
Narcotics					1					1
Liquor Violation										0
Disorderly Conduct										0
Disorderly Conduct - Juvenile										0
Fleeing in MV					1					1
Harassing / Threatening Call		2								2
Harassing Phone - Juvenile										0
Trespassing										0
Terroristic Threats					1					1
Interfere W/911 Call										0
GM False Info										0
Misc Criminal Offense										0
Mis Criminal Offense - Juvenile										0
Shooting										0
TOTAL PART II	2	2	2	1	1	0	0	0	0	10

ACTIVITY CODES

CITATIONS												
DWI	1	1										2
DWI Refusal												0
Moving Violation	1	1	4	1								8
Driving After Cancellation (DAC)												0
Driving After Suspension (DAS)		1										1
Driving After Revocation (DAR)												0
DAC-IPS (GM)												0
DL / Reg Violations				1								1
Open Bottle												0
Unsafe/Illegal Equipment												0
Poss Small Amt Marijuana												0
Parking				4								4
No Insurance												0
Truck Violations												0
Seatbelts												0
Misc Citations - All Others												0
Intent to Escape MV Tax (GM)												0
Underage Consumpt and/or Poss												0
Underage Consumption - Juvenile												0
Status Offenses - Juvenile												0
FOSS Law												0
TOTALS-CITATIONS	2	3	4	1	6	0	0	0	0	0	0	16

WARNINGS												
Written Warning				1								1
Verbal Warning	18	24	9	17	21							89
TOTALS WRITTEN WARNINGS	18	24	9	18	21	0	0	0	0	0	0	80

GRAND TOTAL ACTIVITY	89	72	48	61	82	0	0	0	0	0	0	322
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