

AGENDA

**GREENFIELD CITY COUNCIL
REGULAR MEETING**

**THURSDAY – JULY 7, 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 \$113,552.70 3-5
Check #26720-26748 (ck #26746 voided printer error)

General Fund	\$105,476.83
Park Dedication	\$ 32.78
Industrial Park Water	\$ 3,462.39
Lake Sarah Sewer	\$ 1,188.31
Industrial Park Sewer	\$ 3,392.39
 - B. Approve minutes of the June 21, 2016 Council meeting 6-10
 - C. Adopt Resolution No.16-22: Resolution Appointing Election Judges and Absentee Ballot Board 11
7. **Discussion/Action Items**
 - A. Street Improvement Plan 12
 - B. Lake Sarah Outlet 13
 - (1) Adopt Resolution No. 16-24: Resolution Authorizing the Execution of the Lake Sarah Outlet Memorandum of Understanding, Application for Temporary Access on Three Rivers Park District Land, and Joint Powers Agreement 14-27

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C. <u>Schendel Woods WMA Parcel – DNR offering conveyance to City</u>	28-32
D. <u>Hennepin County Assessor Agreement</u>	33-43
E. <u>Temporary Family Health Care Dwellings</u>	44-60
F. <u>Transfer to general capital improvement fund</u>	61-62
8. <u>Information/Miscellaneous</u>	
A. Comments/reports from Mayor	
B. Comments/reports from Councilors	
C. Comments/reports from City Administrator	
D. Correspondence:	
9. <u>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 to July 2016

			Check Amt	Invoice	Comment
10100 Bank West					
Paid Chk#	026720	6/20/2016			MN DNR WATERS
E 601-494-9440-44380	Licenses and Permits		\$35.00	16-06/20	Permit Spraying Cattails
	Total MN DNR WATERS		\$35.00		
Paid Chk#	026721	6/20/2016			MN DNR WATERS
E 601-494-9440-44380	Licenses and Permits		\$35.00	16-06/21	Permit Spraying Cattails
	Total MN DNR WATERS		\$35.00		
Paid Chk#	026722	6/29/2016			POSTMASTER
E 100-410-1325-43220	Postage		\$89.23	16-06/29	Qtr 2 Newsletter-55373
	Total POSTMASTER		\$89.23		
Paid Chk#	026723	6/29/2016			POSTMASTER
E 100-410-1325-43220	Postage		\$81.31	16-06/30	Qtr 2 Newsletter Rt 1-55357
	Total POSTMASTER		\$81.31		
Paid Chk#	026724	6/29/2016			POSTMASTER
E 100-410-1325-43220	Postage		\$90.82	16-06/28	Qtr 2 Newsletter- Rt 2 - 55357
	Total POSTMASTER		\$90.82		
Paid Chk#	026725	7/7/2016			ADVANCED RECYCLERS INC
G 100-20200	Accounts Payable		\$659.50	89526	Annual Clean Up Day
	Total ADVANCED RECYCLERS INC		\$659.50		
Paid Chk#	026726	7/7/2016			AMERIPRIDE SERVICES INC
G 100-20200	Accounts Payable		\$5.92	1003486516	Jeremy
G 100-20200	Accounts Payable		\$5.90	1003486516	Justin
G 100-20200	Accounts Payable		\$5.90	1003486516	Kris
G 100-20200	Accounts Payable		\$1.73	1003486516	Towels
G 100-20200	Accounts Payable		\$6.00	1003486516	Service Charge
G 100-20200	Accounts Payable		\$14.71	1003486516	Mats
G 100-20200	Accounts Payable		\$6.00	1003493017	Service Charge
G 100-20200	Accounts Payable		\$14.71	1003493017	Mats
G 100-20200	Accounts Payable		\$1.73	1003493017	Towels
G 100-20200	Accounts Payable		\$5.90	1003493017	Justin
G 100-20200	Accounts Payable		\$5.92	1003493017	Jeremy
G 100-20200	Accounts Payable		\$5.90	1003493017	Kris
	Total AMERIPRIDE SERVICES INC		\$80.32		
Paid Chk#	026727	7/7/2016			ANDERSON LAWN MAINTENANCE
G 100-20200	Accounts Payable		\$120.00	16-06/06	6620 71st Ln N-Lawn Mowing
	Total ANDERSON LAWN MAINTENANCE		\$120.00		
Paid Chk#	026728	7/7/2016			BECKIUS REPAIR
G 100-20200	Accounts Payable		\$172.89	101310	Tractor Repair-O-Ring
	Total BECKIUS REPAIR		\$172.89		
Paid Chk#	026729	7/7/2016			CAPITAL ONE BANK (USA), N.A.
G 100-20200	Accounts Payable		\$56.00	16-06/16	Office 365
	Total CAPITAL ONE BANK (USA), N.A.		\$56.00		
Paid Chk#	026730	7/7/2016			CITY OF HANOVER
G 100-20200	Accounts Payable		\$14,364.39	16-01/01	Bi-Annual Fire Protection

***Check Detail Register©**

June 2016 to July 2016

			Check Amt	Invoice	Comment
Total CITY OF HANOVER			\$14,364.39		
Paid Chk#	026731	7/7/2016	CITY OF ROCKFORD		
G 100-20200	Accounts Payable		\$56,478.52	16-07/15	1st 1/2 Fire Protection
Total CITY OF ROCKFORD			\$56,478.52		
Paid Chk#	026732	7/7/2016	DAVIS EQUIPMENTCORP/TURFWERKS		
G 100-20200	Accounts Payable		\$790.66	7241	WAM Tire Repairs & Blades
Total DAVIS EQUIPMENTCORP/TURFWERKS			\$790.66		
Paid Chk#	026733	7/7/2016	EARL F ANDERSEN INC		
G 100-20200	Accounts Payable		\$146.50	111355	No Jake Breaking Signs Greenfield Rd North of Woodland Trail
Total EARL F ANDERSEN INC			\$146.50		
Paid Chk#	026734	7/7/2016	FOBBE, CHRISTINA D		
G 100-20200	Accounts Payable		\$150.00	16-06/23	Cleaning City Hall & OTH
Total FOBBE, CHRISTINA D			\$150.00		
Paid Chk#	026735	7/7/2016	HENNEPIN CO ASSESSOR		
G 100-20200	Accounts Payable		\$298.55	16-06/06	Semi-Annual Assessment Fees
Total HENNEPIN CO ASSESSOR			\$298.55		
Paid Chk#	026736	7/7/2016	HENNEPIN CO TREASURER		
G 100-20200	Accounts Payable		\$18.58	1000077581	Radio Admin Fee
Total HENNEPIN CO TREASURER			\$18.58		
Paid Chk#	026737	7/7/2016	INNOVATIVE OFFICE SOLUTIONS LL		
G 100-20200	Accounts Payable		\$59.19	1217655	Paper, Pens, Rubber Fingers
G 100-20200	Accounts Payable		\$5.66	1217656	Highlighters
Total INNOVATIVE OFFICE SOLUTIONS LL			\$64.85		
Paid Chk#	026738	7/7/2016	LANO EQUIPMENT INC		
G 100-20200	Accounts Payable		\$18.68	03-373059	Grader Front Assist Repair
Total LANO EQUIPMENT INC			\$18.68		
Paid Chk#	026739	7/7/2016	LMCIT		
G 100-20200	Accounts Payable		\$420.43	32318	Public Works-Work Comp. Final Audit
G 100-20200	Accounts Payable		\$2.06	32318	Commissions-Work Comp. Final Audit
G 100-20200	Accounts Payable		\$31.46	32318	Administrator-Work Comp. Final Audit
G 100-20200	Accounts Payable		\$2.05	32318	Council-Work Comp. Final Audit
Total LMCIT			\$456.00		
Paid Chk#	026740	7/7/2016	MENARDS		
G 100-20200	Accounts Payable		\$102.11	15582	Shop Supplies
Total MENARDS			\$102.11		
Paid Chk#	026741	7/7/2016	MET LIFE		
G 100-20200	Accounts Payable		\$7.50	16-07/01	administrative/billing fee
G 100-20200	Accounts Payable		\$3.80	16-07/01	ER add/life - Justin
G 100-20200	Accounts Payable		\$4.60	16-07/01	ER add/life - Jeremy
G 100-20200	Accounts Payable		\$4.60	16-07/01	ER add/life - Kris
G 100-20200	Accounts Payable		\$9.40	16-07/01	ER add/life - Margaret
G 100-20200	Accounts Payable		\$7.50	16-07/01	administrative/billing fee
G 100-20200	Accounts Payable		\$25.20	16-07/01	ER add/life - Paula

***Check Detail Register©**

June 2016 to July 2016

			Check Amt	Invoice	Comment
G 100-20200	Accounts Payable		\$36.80	16-07/01	ER add/life - Bonnie
	Total MET LIFE		\$99.40		
Paid Chk# 026742 7/7/2016 METROPOLITAN COUNCIL ENV. SERV					
G 602-20200	Accounts Payable		\$434.43	1056516	wastewater flow
	otal METROPOLITAN COUNCIL ENV. SERV		\$434.43		
Paid Chk# 026743 7/7/2016 MINNESOTA AUQUIPCO INC					
G 100-20200	Accounts Payable		\$143.50	101508	Vehicle Lift Inspection/Adjustment
	Total MINNESOTA AUQUIPCO INC		\$143.50		
Paid Chk# 026744 7/7/2016 OREILLY AUTO PARTS					
G 100-20200	Accounts Payable		\$198.24	1524-173527	Grader Battery & Absorbent
G 100-20200	Accounts Payable		(\$175.77)	1524-173528	Grader Battery Return
	Total OREILLY AUTO PARTS		\$22.47		
Paid Chk# 026745 7/7/2016 PIONEER ATHLETICS CO					
G 404-20200	Accounts Payable		\$32.78	599338	Foam Plugs
	Total PIONEER ATHLETICS CO		\$32.78		
Paid Chk# 026747 7/7/2016 T&S TRUCKING INC					
G 100-20200	Accounts Payable		\$30,972.55	168	Gravel Hauling
	Total T&S TRUCKING INC		\$30,972.55		
aid Chk# 026748 7/7/2016 VEOLIA WATER-CONTRACTED SERVIC					
G 601-20200	Accounts Payable		\$3,392.39	58437	Industrial Park Water
G 603-20200	Accounts Payable		\$3,392.39	58437	Industrial Park Sewer
G 602-20200	Accounts Payable		\$753.88	58437	Lake Sarah Sewer
	otal VEOLIA WATER-CONTRACTED SERVIC		\$7,538.66		
	10100 Bank West		\$113,552.70		

Fund Summary

10100 Bank West	
100 General Fund	\$105,476.83
404 Park Dedication	\$32.78
601 Industrial Park Water	\$3,462.39
602 Lake Sarah Sewer	\$1,188.31
603 Industrial Park Sewer	\$3,392.39
	\$113,552.70

**CITY OF GREENFIELD
CITY COUNCIL MINUTES
June 21, 2016**

The City Council of the City of Greenfield, Minnesota, met in regular session on Tuesday, June 21, 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 7:00 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, Public Works Supervisor Jeremy Ketcher, and City Engineer Ron Wagner

4. Approve agenda

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

5. Public Comment/Response to Public Comment

Ted Turnham, 7260 Pioneer Trail, asked what was going to be done about the condition of Pioneer Trail and he was told that this item is on the agenda for later in the evening.

Del Erickson, 8605 Vernon, is appealing his storm water utility fee. By his calculation the only water that runs off of his property is from 40.4 acres and is requesting to be put into the 20-40 acre category instead of the 40-100 category.

Joe Lepore, 6965 Belle Street, asked about the rating on Pioneer Trail and the weight capacity. He asked how heavy traffic can be prevented from using this road because it is subject to some damage by commercial vehicles abusing it.

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 \$50,147.88

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
- C. Approve minutes of the June 7, 2016 Council meeting

7. Discussion/Action Items

A. Public Works Recommendations

(1) 2016 Seal Coat Project

Ketcher stated that at the last meeting the Council asked questions about the quality of last year's seal coat project so Todd Bartels of Pearson Brothers appeared before the Council to answer questions. He stated that they did receive some complaints from other cities about last year's projects, and he doesn't really know why. The rock is holding and the street is completely covered but this Spring there was some sluffing off. There was also a real dry snowfall that came early last fall. The 1/8" trap rock used is MnDOT approved and the oil is also certified by the State. He stated that some of the complaints came from relatively quiet residential areas where cars back out of driveways and crank their tires and twist out the rock with oil still on the back. This rock then gets tracked into homes and vehicles. He stated the fog seal is designed to keep the rock down and seal, causing minimal rock loss, but you can't totally eliminate the loss. The loose rock is a nuisance but the roads are covered and protected.

The Council questioned if the fogging process and Wagner stated that the City of Otsego is testing this process with good results so far. Bartels said that it leaves a nicer finish but probably not worth the money in his opinion.

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

RESOLUTION NO. 16-21: RESOLUTION AWARDING CONTRACT FOR 2016 SEAL COAT PROJECT

(2) Street maintenance on Salem Lane, Pioneer Trail, and Commerce Circle

City Engineer Ron Wagner gave an in depth review of three streets with regard to potential costs of street improvements. 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.

- Salem Lane – 840' of gravel rural road which traverses a wetland area. Gravel Road Reconstruct (with extra gravel equivalency) - \$157,440.00

After discussion there was no consensus to move forward with Salem Lane at this time.

- 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. Reclaim and Pave - \$78,254,63.

There was discussion as to the feasibility of just improving the ¼ mile portion or to extend the improvement to the current overlay.

MOTION by Holten, seconded by Erickson to approve Hakanson Anderson preparing plans and specifications for the Pioneer Trail Renewal Project (reclaim and pave), plus the alternate of the project extension to the overlay. All voted in favor. Motion carried.

- Commerce Circle – Commerce Circle south of TH55 has issues with water within the street sections as it has poor drainage due to no ditches or gutters. Following the geotechnical recommendation, the street would have the existing asphalt and class 5 reclaimed.

There was discussion on the drainage issues as well as heavy truck traffic on this street. Wagner stated that the ROW is 66' where typically an Industrial street is 100' ROW. The current proposed project will repair in place and provide a good product for 20 years.

MOTION by Holten, seconded by Erickson to approve Hakanson Anderson preparing plans and specifications for the Commerce Circle Renewal Project (reclaim and pave), plus the alternate of the project extension to the overlay. All voted in favor. Motion carried.

(3) Approve increase in Public Works part time pay from \$5,000 to \$15,000 in 2016 budget

Ketcher followed upon the conversation at the workshop two weeks ago regarding his need for an increase in part time pay for the 2016 budget. He is requesting the addition of \$10,000 to the approved \$5,000.

Discussion followed regarding where the \$10,000 was going to come from as Council determined that the additional funds should come from the current budget amount and not warrant a budget amendment.

MOTION by Erickson, seconded by Hoekstra to approve an additional \$10,000 to make the line item for Public Works part time equal \$15,000 for the 2016 budget, with the \$10,000 to come from the savings in the decision not to do the fogging operation with the seal coat earlier in the evening. All voted in favor. Motion carried.

B. Approve Hennepin County Assessment Services Contract

Ritter was directed to get some cost estimates to have this service provided by an outside source, and to also find out if Hennepin County would agree to a maximum of \$35,000/year for 2017, 2018, 2019, and 2020. No Council action taken at this time.

C. Comprehensive Plan Update

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

RESOLUTION NO. 16-23: RESOLUTION IDENTIFYING THE NEED FOR FUNDING TO COMPLETE ITS 2040 COMPREHENSIVE PLAN UPDATE AND AUTHORIZING AN APPLIATION FOR PLANNING ASSISTANCE GRANT FUNDS.

(2) MOTION by Erickson, seconded by Holten to authorize up to \$500 to have Hoisington Koegler Group complete the WebGrant application process for this Comp Plan grant. All voted in favor. Motion carried.

D. Approve membership to Minnesota Association of Small Cities

The Council will consider joining this organization during the next budget cycle.

E. Pioneer-Sarah Creek Watershed – 2017 Budget and Member Assessment

Hoekstra stated that according to the JPA, members have until August 15th to comment and request any changes to the budget. He stated that although he voted against, at the May Watershed meeting the 2017 budget and membership assessments for 2017 were passed with no changes made from the initial proposals.

Discussion followed regarding the City's options as far as Watershed membership is concerned. It was the consensus of the Council that Hoekstra and Erickson explore what options the City may have with regard to joining a different Watershed, such as Crow/Wright County.

MOTION by Holten, seconded by Cook to approve the 2017 Watershed Budget and Member Assessments. The following voted in favor: Johnson and Cook. The following voted against: Hoekstra, Erickson and Holten. Motion fails.

8. Discussion Item

A. Temporary Family Health Care Dwellings

This item will be placed on the next Council agenda for discussion/action.

9. Information/Miscellaneous

A. Comments/reports from Mayor

B. Comments/reports from Councilors

C. Comments/reports from Administrator – Ritter informed the Council that the Met Council is asking for comments on their population estimates and supplied contact info if they wish to respond.

D. Correspondence: Sheriff's Activity Report

10. Adjourn

MOTION by Erickson, seconded by Holten to adjourn at 11:02 p.m. All voted in favor. Motion carried.

Attest: Bonnie Ritter, City Administrator

Mayor Brad Johnson

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

**RESOLUTION APPOINTING ELECTION JUDGES AND
ABSENTEE BALLOT BOARD**

WHEREAS, according to Minnesota State Statute 204B.21 states that election judges for precincts in a municipality shall be appointed by the governing body of the municipality; and

NOW, THEREFORE BE IT RESOLVED that the City Council of the City of Greenfield, Minnesota, does hereby approve the following list of qualified election judges for the August 9, 2016 Primary Election and the November 8, 2016 General Election:

Lyle Georges	Ted Turnham
Merlene Johnson	Karlene Jendro
Bonnie Pool	Kerri Holm-Eberling
Doris Smeby	Lynn Holman
Margaret Webb	Paula Mead
Virginia Ott	Delbert Vanderheiden
Carol Beasecker	Rich (Nick) Holman
Mark Workcuff	

BE IT FURTHER RESOLVED that the City Council of the City of Greenfield, Minnesota, does hereby approve the following to serve as the Absentee Ballot Board:

Margaret Webb	Paula Mead
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BE IT FURTHER RESOLVED to allow the City Administrator-Clerk to make additions and/or deletions to this list as need dictates, with required training given to any utilized judges.

Adopted by the City Council this 7th day of July, 2016.

Mayor Brad Johnson

Attest: Bonnie Ritter, City Administrator-Clerk

**City of Greenfield
City Council Meeting**

July 7, 2016

TO: Honorable Mayor and Councilors
FROM: City Administrator Bonnie Ritter
SUBJECT: Street Improvement Plan

Mayor and Council:

It is the intent to compose a long-term Street Improvement Plan for the City. This item is for discussion purposes and to give direction to Staff as to what the Council wants the plan to include, i.e, scheduled maintenance (seal coating, crack seal, overlays), a paving plan, etc.

Staff can then start drafting the plan, followed by Council workshop(s) and adoption of the plan.

**City of Greenfield
City Council Meeting**

July 7, 2016

TO: Honorable Mayor and Councilors
FROM: City Administrator Bonnie Ritter
SUBJECT: Lake Sarah Outlet

Mayor and Council:

Councilors Holten, Cook and I have been meeting with the representatives from the City of Independence, Lake Sarah Homeowners Assn, and Three Rivers Park District regarding a long term solution to maintaining the weir and outlet channel of Lake Sarah. The weir was constructed in 2004 to regulate the lake levels and requires routine maintenance. Floating debris, specifically floating cattail bogs, can clog the outlet structure and hold water back increasing the water elevation and potentially flooding residential properties. Three Rivers provided several solution options that ultimately had prohibitive costs associated with their implementation. In an effort to find an affordable solution to the problem of these floating bogs, Three Rivers agreed to allow Greenfield to access, remove and temporarily store the bogs on their property. We will then remove the bogs after they have dried out on the Park District's property. This will make the process of removing the bogs manageable and more economical.

The MOU with Three Rivers (pages 15-17) sets the terms and understanding between the Park District and the City for maintenance of the Lake Sarah outlet which was installed and is owned by the City on land partially owned by the Park District.

The Permit for Temporary Access on Park District Lands (pages 18-23) will have all permit fees waived. The waiver of fees is Three Rivers Park's fiscal contribution.

The JPA with the City of Independence (pages 24-27) sets forth the terms under which the parties will share costs of removing cattail bogs from the lake. Our Public Works Supervisor provided an estimate of potential costs to remove the bogs from the outlet channel. The estimated costs are based on the anticipated worst case scenario. Because the costs are not fixed and may vary depending on the quantity of bogs needing to be removed, the JPA with Independence stipulates a do not exceed dollar amount for them of \$2,000/yr. The costs are based on the general lakeshore frontage in each community. The JPA contemplates a cost breakdown utilizing a ratio of 2/3 to Independence and 1/3 to Greenfield.

The resolution included for your consideration and adoption will execute the Memorandum of Understanding, approve the application to Three Rivers for temporary access on park lands, and approve entering into a Joint Powers Agreement with the City of Independence for the cost share of the maintenance.

**CITY OF GREENFIELD
RESOLUTION NO. 16-24**

**RESOLUTION AUTHORIZING THE EXECUTION OF THE LAKE SARAH OUTLET
MEMORANDUM OF UNDERSTANDING, APPLICATION FOR TEMPORARY ACCESS ON
THREE RIVERS PARK DISTRICT LAND, AND JOINT POWERS AGREEMENT**

WHEREAS, the City constructed a weir outlet structure of Lake Sarah in 2004 to regular lake levels; and

WHEREAS, the weir requires routine maintenance to keep it free from floating debris – specifically floating cattail bogs which clog the outlet structure and hold water back increasing the water elevation and potential for flooding of residential properties; and

WHEREAS, a solution to this maintenance issue is outlined in the proposed Lake Sarah Outlet Memorandum of Understanding; and

WHEREAS, this solution involves an application for permit for temporary access on Park District lands, and

WHEREAS, a Joint Powers Agreement has been negotiated with the City of Independence stating terms for cost sharing removal of cattail bogs,

NOW, THEREFORE BE IT RESOLVED that the City Council hereby authorizes the execution of the Lake Sarah Outlet Memorandum of Understanding as shown in Exhibit A; and

BE IT FURTHER RESOLVED that the City Council authorizes the application for permit for temporary access on Three Rivers Park District lands as shown in Exhibit B; and

BE IT FURTHER RESOLVED that the City Council authorizes the execution of the Joint Powers Agreement between the Cities of Independence and Greenfield regarding certain maintenance activities on Lake Sarah as shown in Exhibit C.

Adopted by the City Council this 7th day of July, 2016.

Mayor Brad Johnson

Attest: Bonnie Ritter, City Administrator-Clerk

**Lake Sarah Outlet
Greenfield, MN**

Memorandum of Understanding

This Memorandum of Understanding (MOU) is between Three Rivers Park District (Park District) and the City of Greenfield (City) effective July __, 2016.

This MOU sets the terms and understanding between the Park District and the City for the maintenance of the Lake Sarah Outlet which was installed and is owned by the City on land partially owned by the Park District.

Background	<p>The City constructed a weir outlet structure of Lake Sarah in 2004 to regulate lake levels. The weir requires routine maintenance to keep it free from floating debris – specifically floating cattail mats which clog the outlet structure and hold water back increasing the water elevation and potential for flooding of residential properties.</p> <p>Historically the weir was maintained solely by several lakeshore property owners with the Park District providing access across parkland via permit. The size, weight, and sometimes frequency of the cattail mats blocking the weir has proven difficult for the lakeshore owners to maintain. In recognition of the weir maintenance burden on private lakeshore residents, the City asked the Park District, owner of approximately 16% of the lakeshore, to help develop a collaborative solution for maintaining the weir.</p>
Purpose	<p>This MOU outlines a collaborative maintenance approach for the Lake Sarah outlet weir between the City and Park District. The parties understand their respective responsibilities are as follows:</p> <p>City of Greenfield</p> <ul style="list-style-type: none">- Conduct weir maintenance with its own forces or its assigns, if first approved by the Park District, including moving, tying off, and removing cattail mats from the main outlet channel (Sarah Creek).- Allow for and accommodate safe use of parkland by park visitors during maintenance activities.- Secure and operate any equipment necessary to conduct maintenance provided that any equipment damage to parkland or resources is immediately restored to its preexisting condition.- Store removed cattail mats in a mutually agreeable location near the weir location.- Annually remove cattail mats offsite to an appropriate compost facility once the ground is frozen.- Adhere to any and all additional requirements of the attached temporary access permit.

	<ul style="list-style-type: none"> - Secure any additional approvals, permits, or similar necessary to maintain the weir as outlined in the MOU and attached temporary access permit. <p>Three Rivers Park District</p> <ul style="list-style-type: none"> - Provide access across parkland to City or its assigns to conduct weir maintenance. - Provide up to 900 sq ft of upland for temporary cattail mat storage near weir location. - Remove/trim vegetation to accommodate cattail storage and site access. - Install a gate from at the access site and provide key/combination to City or its assigns. - Support efforts to move and tie off large floating cattail mats that have the potential to create significant property damage provided that Park District staff and equipment resources are available at such time a request from the City for assistance is made and provided that damage to Park District equipment is the responsibility of the City. - Approve the five-year, automatically renewing attached temporary access permit.
Reporting	The Park District will immediately notify the City of concerns it observes and changes it desires in the maintenance practices. City shall notify the Park District before and after use of equipment on or across parkland to ensure any potential damage to parkland or resources is immediately corrected.
Funding	The City shall be responsible for all costs of weir maintenance and equipment rental. The Park District shall be responsible to provide in-kind contributions in the form of use of parkland for cattail mat storage, purchase and installation of a gate, temporary access permit at no fee (standard fee of \$250), and support to assist with moving and tying off large floating cattail mats that have the potential to create significant property damage.
Duration	<p>This MOU shall run in conjunction with the five-year temporary access permit and also be automatically renewed provided; however, that the Park District may revoke the temporary access permit at any time.</p> <p>In addition, both parties agree that this MOU may be terminated or revised at a later date if agreed to by both parties.</p>

Contact Information	
Boe Carlson, Superintendent Three Rivers Park District 3000 Xenium Lane North Plymouth, MN 55441	Bonnie Ritter, City Administrator City of Greenfield 7738 Commerce Circle Greenfield, MN 55373

Approval	
Three Rivers Park District	City of Greenfield
John Gunyou, Board Chair	Brad Johnson, Mayor
Date	Date
Boe Carlson, Superintendent and Secretary to the Board	Bonnie Ritter, City Administrator
Date	Date

**THREE RIVERS PARK DISTRICT
APPLICATION FOR PERMIT
TEMPORARY ACCESS ON PARK DISTRICT LANDS**

DATE: July , 2016 ACCESS PERMIT NO: 2016-_____

NAME OF APPLICANT: Bonnie Ritter PHONE: 763-477-6464

TITLE: City Administrator BUSINESS: City of Greenfield

ADDRESS: 7738 Commerce Circle

E-MAIL: britter@ci.greenfield.mn.us

PARK DISTRICT LANDS AFFECTED: outlet of Lake Sarah

LOCATION BY LEGAL DESCRIPTION: outlet is on parcel identified as:

Govt Lot 2 And The W 1444.3 Ft Of Govt Lot 1 Except Roads Incl Adj 1/2 Of Vac Road

PROPERTY ADDRESS: unassigned

DESCRIPTION OF WORK TO BE PERFORMED ON PARK DISTRICT LANDS:
Aerial plans and maps, as appropriate, for review must be attached with application and labeled as "Exhibit A". Failure to provide this information will delay the approval process
See MOU as "Exhibit A"

LIST ALL EQUIPMENT THAT WILL BE USED:
Applicant will use equipment necessary to conduct weir maintenance as noted
in "Exhibit A"

PERMITS REQUIRED FROM OTHER AGENCIES: Yes No

IF YES, SPECIFY:

WORK WILL BE COMPLETED ON OR BEFORE(PERMIT EXPIRATION) continuous
Date

~~\$250.00~~ Fee Waived

Submittal of this application for permit does not guarantee approval. Three Rivers Park District reserves the right to approve or reject this permit application at its sole discretion. Work may not begin until all appropriate signatures and approvals are obtained and payment is received.

This form must be filled out completely-failure to do so will delay the permit process

THIS PERMIT, IF APPROVED, IS SUBJECT TO THE ATTACHED CONDITIONS - Additional conditions may apply.

Conditions of this permit agreed to by the applicant:

1. All work shall be performed in a manner which minimizes interference with Park District operations. Permittee may use the described Park District lands for only the purposes described in this application. All activities conducted on the property shall be performed in a workman like manner. Permittee shall abide by all local, state or federal ordinances or regulations related to its use of this permit.
2. Permittee shall at all times protect the property and protect those who may enter the property with proper signs, barricades and other protection or appropriate safety mechanisms.
3. Permittee acknowledges that this permit creates no easement or other interest in the land on which the work will be performed.
4. Permittee will cause the permit premises to be restored at Permittee's sole cost and expense to as good as pre-work conditions, including but not limited to such items as replacement of adequate top soil, seeding, sodding where necessary, finish grading to original grade, pavement repair or replacement, correction of all damages and other reasonable restoration measures deemed necessary to the satisfaction of the Superintendent of Three Rivers Park District, or his designee.
5. For excavation work as defined by Minnesota State Statutes Chapter 216D. Excavation Notice System (Please refer to excerpt below). Permittee is responsible for contacting Gopher State One Call (GSOC) notification. Permittee shall also hire a private utility locator, at Permittee's sole expense, to locate all private utilities that are not located by the facility operators as notified by GSOC. The private utilities shall be marked within the actual limits of work with paint or flags. Permittee is responsible to notify Three Rivers Park District when underground utilities are marked in the field by facility operators and private utility locator, so that the Park District can document marked locations with GPS or digital photos.

For Reference Only:

Chapter 216D. Excavation Notice System (excerpt)

216D.01 DEFINITIONS.

Subd. 5. **Excavation** "Excavation" means an activity that moves, removes, or otherwise disturbs the soil by use of a motor, engine, hydraulic or pneumatically powered tool, or machine-powered equipment of any kind, or by explosives. Excavation does not include:

- (1) the extraction of minerals;
- (2) the opening of a grave in a cemetery;
- (3) normal maintenance of roads and streets if the maintenance does not change the original grade and does not involve the road ditch;
- (4) plowing, cultivating, planting, harvesting, and similar operations in connection with growing crops, trees, and shrubs, unless any of these activities disturbs the soil to a depth of 18 inches or more;
- (5) gardening unless it disturbs the soil to a depth of 12 inches or more; or
- (6) planting of windbreaks, shelterbelts, and tree plantations, unless any of these activities disturbs the soil to a depth of 18 inches or more.

6. Permittee must protect all existing utilities: waterways and drainage.
7. For underground utility installations, Permittee will install tracer wiper with all non-conductive buried utilities in accordance with underground utility laws of the Minnesota State Statutes.
8. After completion of construction operations the Permittee shall carefully backfill all excavated areas and remove from the permit premises all clearing debris and all surplus materials of any kind or nature, including construction roads, all to the satisfaction of the Superintendent of Three Rivers Park District, or his designee.
9. If this permit grants Permittee permission to construct any improvement on Park District lands, Permittee shall:
 - a. be responsible for all design and construction of such improvements,
 - b. submit all plans and specifications for the improvement to the Park District for review and approval prior to commencing construction,
 - c. be responsible for construction supervision,
 - d. be responsible for all underground utility locates (both public and private), underground utility preservation, utility installations, utility relocations, and utility abandonment in accordance with Minnesota State Statutes and as defined in previous conditions,
 - e. notify Park District when construction commences so that Park District may observe,
 - f. assume all responsibility for maintenance, repair or replacement of the improvement and any related facility, and
 - g. notify Park District upon completion of construction and schedule a final close-out meeting such that all permit requirements may be reviewed, approved, and closed out,
 - h. submit final close-out record or as-built information, as appropriate.
 - For any newly or rehabilitated improvement, the Permittee shall provide Three Rivers Park District with electronic record drawing data (dxf, dwg, or other approved format) representing the actual work performed as recorded in the field.
 - For installation of new underground utilities or abandonment of existing utilities, the Permittee shall provide Three Rivers Park District with electronic as-built drawing data (dxf, dwg, or other approved format) representing the actual work performed as surveyed in the field, including but not limited to, horizontal and vertical location (coordinates, linework, survey elevations, other) of abandoned and new facilities.

10. Permittee, its successors and assigns hereby agree that it will indemnify and hold harmless Three Rivers Park District against all liabilities, judgments, claims, costs and expenses including reasonable attorneys' fees, which may occur or arise against said Three Rivers Park District, arising in any manner from work performed under this permit.
11. Upon request by Park District Permittee shall provide and maintain in force at all times during the term of this permit the following minimum insurance coverages applicable to the Property, affiliated activities, and/or this Permit or other insurance acceptable to Three Rivers Park District.
 - a. Commercial General Liability with the following coverages and limits
 - General Aggregate \$2,000,000
 - Products-Completed Operations Aggregate \$2,000,000
 - Each Occurrence Combined \$1,000,000
 - Automobile Liability-Combined Single Limit \$1,000,000
 - Workers Compensation Statutory
 - Accident – Each Accident \$500,000
 - Disease – Policy Limit \$500,000
 - Disease – Each Employee \$500,000

If contractor is based out of the state of Minnesota, coverage must conform to applicable Minnesota laws.

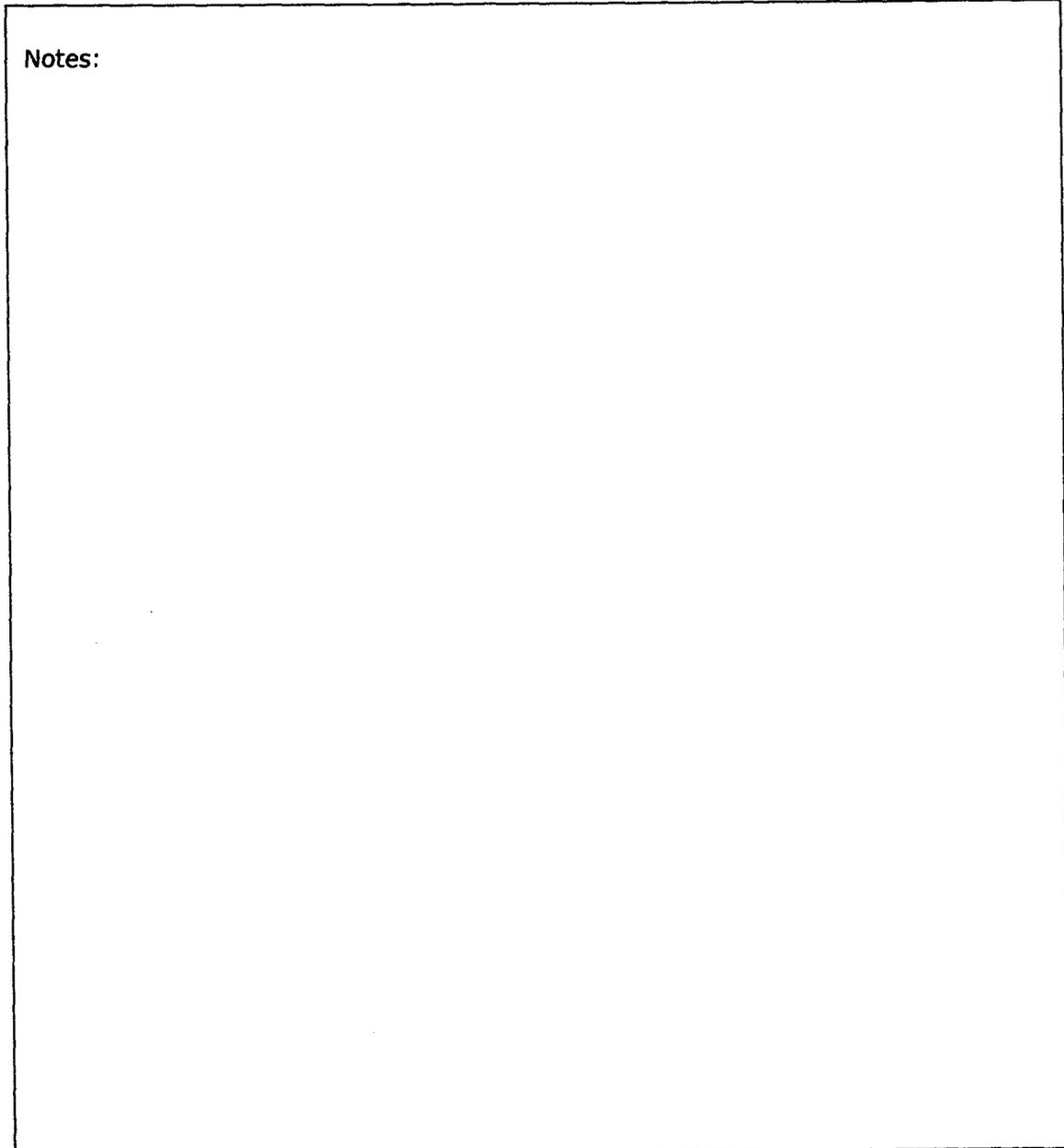
12. No fires shall be started on the permit premises at any time by Permittee or its agents or employees or contractors, nor shall said Permittee clear cut any trees or brush, use or cause to be used on or about the permit premises any defoliant, herbicides or insecticides without special written permission of Three Rivers Park District.
13. Permits or copies shall be kept on the site of the work while it is in progress in the custody of the individual in charge, and shall be exhibited upon request made by any Three Rivers Park District Superintendent designee.
14. In the event of failure by Permittee to perform and comply with the prescribed conditions, Three Rivers Park District may revoke and annul this permit and direct said Permittee to remove any and all structures or property belonging to said Permittee upon a failure by Permittee to remove or repair as directed, Three Rivers Park District may perform any work at Permittee's expense.
15. If work cannot be completed within the dates specified, a written request for permission of extension must be made to the Superintendent of Three Rivers Park District.

16. Limitations

If Three Rivers Park District shall make any change or improvement to all or any part of the land described in this permit, and such change or improvement requires the moving or changing of the work on such land, then, in that event, the applicant herein shall, after notice in writing by Three Rivers Park District, alter, change, vacate or remove from Three Rivers Park District land that part of its facilities necessary to conform to the improvement at its own cost and without any cost to Three Rivers Park District.

17. At the discretion of the Park District and in accordance with this specific project, the following additional conditions apply:

Notes:



Office use only
Date of field visit: _____ Completed by: _____

**THREE RIVERS PARK DISTRICT
APPLICATION FOR PERMIT
TEMPORARY ACCESS ON PARK DISTRICT LANDS**

SIGNATURE PAGE

(I, We) the undersigned herewith accept the terms and conditions of this **Permit No. 2016-**
_____ as laid down by Three Rivers Park District and agree to fully comply therewith to the
satisfaction of the Superintendent of Three Rivers Park District.

PERMITTEE:

By: _____

Date: _____

Title: _____

Business: _____

AUTHORIZATION:

THREE RIVERS PARK DISTRICT

By: _____

Date: _____

Doug Berens, Director of Maintenance

By: _____

Date: _____

Boe R. Carlson, Superintendent
and Secretary to the Board

The Certificate of Liability Insurance must be provided before permit approval if the box is checked.

PERMIT FEE: Waived \$250.00

Signature Page

JOINT POWERS AGREEMENT

**BETWEEN THE CITIES OF INDEPENDENCE AND GREENFIELD
REGARDING CERTAIN MAINTENANCE ACTIVITIES ON LAKE SARAH**

THIS AGREEMENT is made and entered into as of the ____ day of _____, 2016 by and between the city of Independence, a Minnesota municipal corporation (“Independence”) and the city of Greenfield, a Minnesota municipal corporation (“Greenfield”).

RECITALS

WHEREAS, Lake Sarah (the “Lake”) is located in the cities of Independence and Greenfield, and abuts park land owned and operated by Three Rivers Park District (“District”);

WHEREAS, the cities are authorized to engage in certain activities to maintain the surface of the Lake;

WHEREAS, the District owns and maintains a weir at the Lake’s outlet;

WHEREAS, the Lake Sarah Lake Association (“Association”), a voluntary association of homeowners interested in the care and maintenance of the Lake, periodically removes cattail bogs or otherwise secures them in a location near the Lake’s outlet without clogging the District’s weir;

WHEREAS, under a to-be negotiated memorandum of understanding (“MOU”), the District is expected to allow Greenfield to access its land adjacent to the weir/Lake outlet to allow Greenfield to remove cattail bogs gathered by the Association;

WHEREAS, Independence and Greenfield wish to allocate and share costs to remove the cattail bogs;

WHEREAS, Minnesota Statutes, section 471.59 authorizes political subdivisions of the state to enter into agreements for the joint exercise of powers common to each.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual undertakings herein expressed, Independence and Greenfield agree as follows:

1. Pursuant to Minnesota Statutes, section 471.59, the purpose of this Agreement is to set forth the terms under which the parties will share costs of removing cattail bogs from the Lake.
2. If the District and Greenfield enter an MOU, and if the Association continues to move cattail bogs to a location near the Lake outlet/weir, Greenfield will periodically remove such cattail bogs as needed.

3. Independence will reimburse two-thirds (2/3) of Greenfield's actual costs incurred to perform under this Agreement in a total annual amount not to exceed \$2,000. Greenfield's initial estimate of costs is attached hereto as Exhibit A.
4. The parties anticipate that the Association will continue to remove or move cattail bogs as provided herein, and continue to spray weeds along the outlet channel to maintain an open waterway. The parties may renegotiate or terminate this Agreement if the Association discontinues any of these activities, or if the MOU expires or is terminated.
5. The parties will be responsible for their own acts provided, however, that Greenfield will indemnify, defend and save harmless Independence, its officials, agents and employees from any claims or causes of action, of whatever nature, occasioned by or arising out of Greenfield's removal of cattail bogs from the Lake. Nothing in this Agreement shall constitute a waiver or limitation of any immunity or limitation on either parties' liability under Minnesota Statutes, Chapter 466 or otherwise.
6. Miscellaneous.
 - a. Severability. In the event that any provision of this Agreement shall be held invalid, illegal or unenforceable by any court of competent jurisdiction, such holding shall pertain only to such section and shall not invalidate or render unenforceable any other provision of this Agreement.
 - b. Termination of Agreement. Either party may terminate this Agreement upon written notice to the other party.
 - c. Governing Law. This Agreement shall be construed by the law of Minnesota.
 - d. Entire Agreement. This Agreement, any attached exhibits or amendments signed by the parties shall constitute the entire agreement between the parties, and supersedes any other agreements on matters covered herein.
 - e. Counterparts. This Agreement may be executed in counterparts, all of which shall constitute one and the same instrument.

IN WITNESS WHEREOF, and pursuant to authorization of their respective city councils, the parties have entered into this Agreement as of the day and year first above written.

CITY OF INDEPENDENCE

By _____
Mayor

By _____
Administrator-Clerk

STATE OF MINNESOTA)
) ss
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ___ day of _____, 2016, by _____ and _____, the mayor and administrator-clerk, respectively, of the city of Independence, a Minnesota municipal corporation, on behalf of the municipal corporation.

Notary Public

CITY OF GREENFIELD

By _____
Mayor

By _____
Administrator-Clerk

STATE OF MINNESOTA)
) ss
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ___ day of _____, 2016, by _____ and _____, the mayor and administrator-clerk, respectively, of the city of Greenfield, a Minnesota municipal corporation, on behalf of the municipal corporation.

Notary Public

EXHIBIT A

Operations costs are figures that cannot be exceeded. Any one of the operations by itself can be done within an eight hour work day.

Please note, none of these operations include removing or clearing brush for machinery accessibility.

<u>Operation</u>	<u>Equipment</u>	<u>Quantity</u>	<u>Personnel</u>		<u>Subtotal (8 hours)</u>
			<u>Hours</u>	<u>Hourly Rate</u>	
Dredging (fuel & rental)	\$ 98.16	3	8	\$ 33.37	\$ 898.96
Stock Piling (fuel only)	\$ 19.17	3	8	\$ 33.37	\$ 819.97
Hauling (fuel only)	\$ 1.61	3	8	\$ 33.37	\$ 955.76
<hr/>					
Total	\$				2,674.69

Greenfield's equipment costs
are fuel only, no
maintenance/wear & tear)

**City of Greenfield
City Council Meeting**

July 7, 2016

TO: Honorable Mayor and Councilors
FROM: City Administrator Bonnie Ritter
SUBJECT: Schendel Woods WMA Parcel

Mayor and Council:

Please see the enclosed emails and sales property sheet for the Schendel Woods WMA parcel located south of Rebecca Park Trail, between Vernon and Greenfield Rd.

The DNR is asking the City if they want to accept this parcel at no cost, but the City would be liable to pay the sales costs which are quoted in the email at about \$3,250.

This item is on the agenda for discussion and action to proceed with the transfer of this property, or to inform the DNR that the City is not interesting in taking ownership of this parcel.

Bonnie Ritter

From: Bonnie Ritter
Sent: Tuesday, June 28, 2016 10:23 AM
To: Bonnie Ritter
Subject: Schendel Woods WMA parcel -- to be conveyed to the city for sale costs

From: Vickery, Martha L (DNR) [<mailto:Martha.Vickery@state.mn.us>]
Sent: Friday, June 24, 2016 5:02 PM
To: Bonnie Ritter <britter@ci.greenfield.mn.us>
Subject: RE: Schendel Woods WMA parcel -- to be conveyed to the city for sale costs

Thanks Bonnie.

I checked with the Division of Wildlife about how the parcel is to be conveyed if the city wishes to accept it. Their liaison person told me that no restrictive covenant will be necessary on the sale. The wetlands regulations in place will be sufficient to protect the parcel, as it is mostly wetland.

Thanks for the notification about this. Please let me know the outcome of the meeting.

Martha Vickery
Appraisal and Sale Coordinator
Division of Lands and Minerals
Department of Natural Resources
500 Lafayette Road, Box 45
St. Paul, MN 55155
651/259-5420



From: Vickery, Martha L (DNR)
Sent: Friday, May 13, 2016 11:32 AM
To: 'britter@ci.greenfield.mn.us'
Subject: Schendel Woods WMA parcel -- to be conveyed to the city for sale costs

Dear Bonnie:

I am attaching a sales property data sheet for the Schendel Woods WMA parcel we discussed over the phone yesterday. It was auctioned in 2010 and nobody bid on it. It was then in the "over the counter" sales on our website, then withdrawn after a certain amount of time. It is 13.92 acres and was offered at \$27,100 (appraised value plus sales costs). The state would agree to convey to the city at no cost.

I discussed the matter of sales costs. In the case of this property, the sales costs would be about \$3,250. I thought it would be much less. The higher sales costs has to do with the higher cost of administration of a parcel that is held for a long time and does not sell. Hours of administration time then accrue to the sales costs of the parcel.

The division of Wildlife would require a restrictive covenant to keep the parcel in its natural state (no development, filling, dumping, draining, etc.) as a condition of conveyance at no cost. It is primarily low and wet property, so it probably is not developable anyway.

Please let me know what other questions you have.

Martha Vickery
Appraisal Coordinator
Division of Lands and Minerals
Department of Natural Resources
500 Lafayette Road, Box 45
St. Paul, MN 55155
651/259-5420



Property #27015: Hennepin County

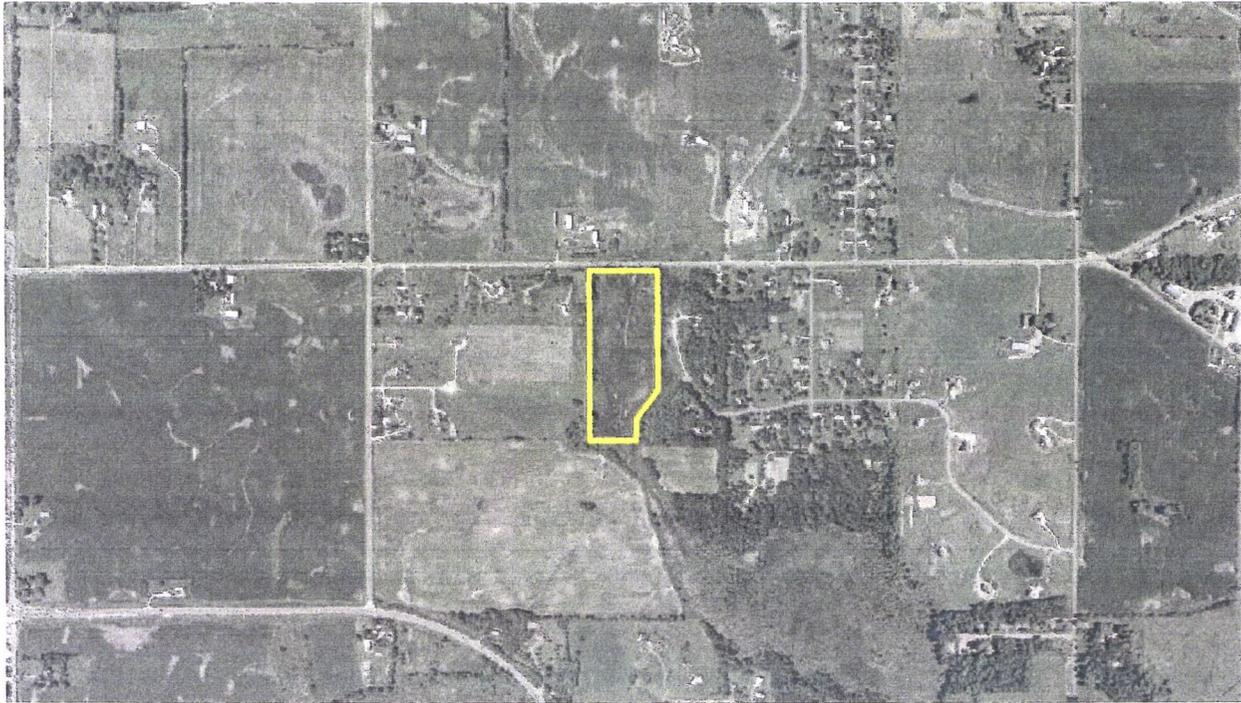
Outlot A, Block 1 Schendel Woods, Hennepin County, Minnesota.
Containing 13.92 acres, more or less.

27015

Minimum Bid: \$27,100.00

INTERESTED BIDDERS:

- If you are interested in purchasing this property, you must be knowledgeable about the terms and conditions of sale of this property. This information can be found on the “**Instructions for Over-the-Counter Land Purchase and Terms and Conditions of Sale**” sheet, available on the DNR’s Land Sale webpage, by calling 651-259-5432 or toll free at 1-888-MINNDNR (1-888-646-6367) or by email at min.landsale@state.mn.us
- Lands that are sold “over-the-counter” are available for purchase on a first-come, first-served basis.
- It is recommended that interested bidders notify the Division of Lands & Minerals directly before submitting payment for properties available over-the-counter.



Site Description

This 13.92-acre parcel is located in Section 27, Township 119, Range 24W and is an outlot of a platted subdivision called Schendel Woods. Located off Rebecca Park Trail, just east of the city of Rockford, the subject parcel is low and wet. The surrounding neighborhood is not heavily developed, but contains large residential house lots to the west and some residential subdivision to the east and northeast.

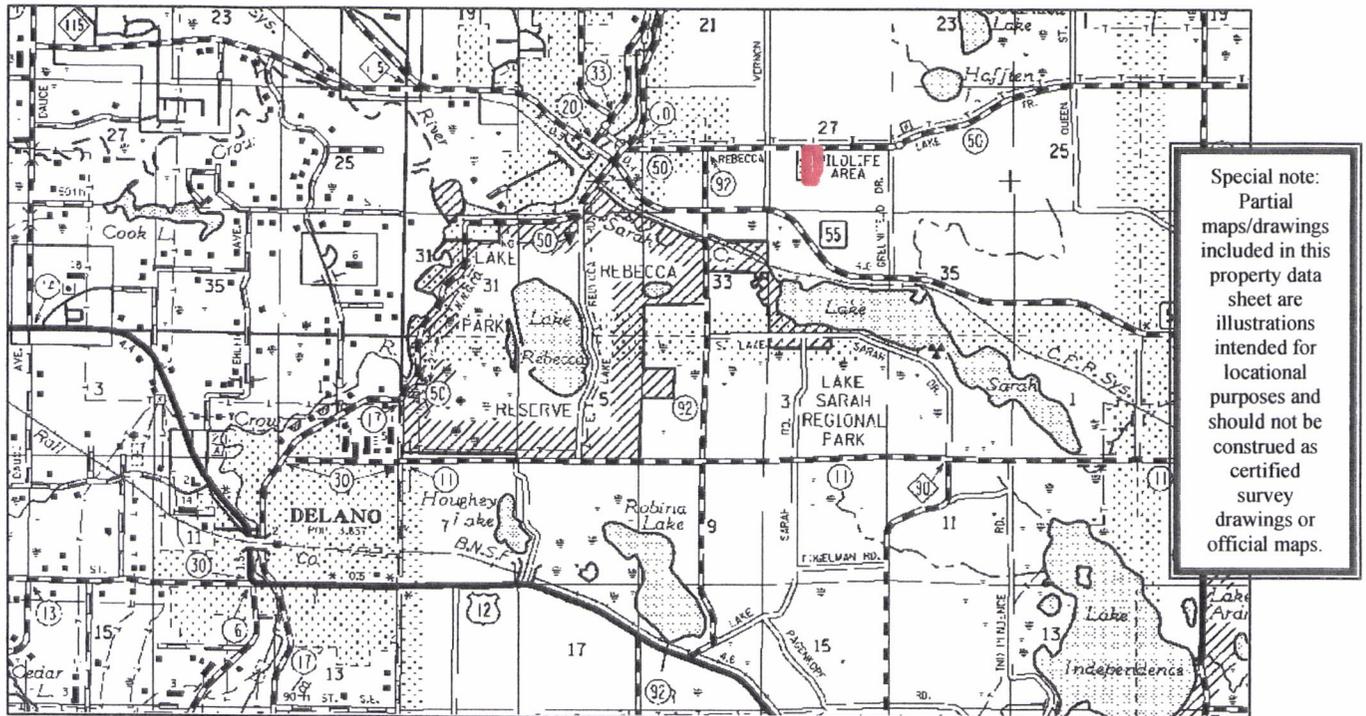
Improvements to site: None.

Zoning: Agriculture.

Easements: None.

Surrounding land use: Residential and agriculture.

The minimum payment due is 10% of the minimum purchase price.



Direction to Property for Inspections

Property is located approximately one mile east of the city of Rockford along County Road 50.

Condition of Property

- **Properties sold As Is.** These properties and improvements are sold AS IS. The State makes no representations or warranties regarding the condition or use of the property or the improvements including, but not limited to, the condition or habitability of any buildings, or the condition of any wells, septic systems, soils, access, or any other thing on site. Prospective bidders are advised to inspect the property, improvements, plat maps, easements, conditions of title, and encroachments in order to ensure knowledge of existing conditions. All properties are sold subject to local zoning ordinance now or hereafter adopted by units of local government.
- **Well information/Private Sanitation System:** There are no known wells or septic systems on this property.
- **Wetlands and Marginal Lands:** This property contains non-forested marginal land or wetlands. The property will have a restrictive covenant placed upon the deed as required by Minnesota Statutes, section 103F.535, subd. 1. This covenant precludes enrollment of the land in a state funded program providing compensation for conservation of marginal land or wetland. A Notice of Determination of Marginal Land/Wetland is available upon request.

Questions on the auction process, terms and conditions of sale, or about the specific property? Contact us!

Land Sale Phone Line: (651) 259-5432
Toll free: 1-888-MINNDNR (1-888-646-6367)
Email: min.landsale@state.mn.us

For information about additional DNR properties for sale, visit our website at www.dnr.state.mn.us

**City of Greenfield
City Council Meeting**

July 7, 2016

TO: Honorable Mayor and Councilors
FROM: City Administrator Bonnie Ritter
SUBJECT: Hennepin County Assessor Agreement

Mayor and Council:

At the direction of the Council, staff did research into other firms that perform the assessment duties currently performed by Hennepin County. Eleven neighboring cities were contacted and only three of those do not currently use Hennepin County for assessment services. The three all use the same service, Southwest Assessing. In 2016, these three cities will be paying \$27,600 (2256 population); \$55,500 (5526 population), and \$88,872 (5668 population) for assessment services through Southwest Assessment. Southwest Assessment was asked to quote services for Greenfield, and declined.

Staff was also directed to contact the Hennepin County Assessor to propose a cap of \$35,000/year for the next four years. The Assessor has been on vacation and I hope to have an answer from him by meeting time.

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 Five Thousand Dollars (\$35,000) 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 \$35,000 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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IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by its duly authorized officers and delivered on its behalf, this _____ day of _____, 2016.

COUNTY OF HENNEPIN
STATE OF MINNESOTA

Reviewed by County
Attorney's Office:

By: _____
Chair of the County Board

Date: _____

And: _____
Assistant/Deputy/County Administrator

ATTEST: _____
Deputy/Clerk of the County Board

CITY OF GREENFIELD

By: _____

Its _____

And: _____

Its _____

City organized under:

_____ Statutory _____ Option A _____ Option B _____ Charter

**City of Greenfield
City Council Meeting**

July 7, 2016

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

Mayor and Council:

This item was on the last Council agenda and discussion deferred to a later date.

If the Council wants to opt out of this new law, an ordinance stating such must be in effect before September 1, 2016.

Unless the Council agrees with this new law for Greenfield, the Planning Commission will hold a public hearing on August 10 on an ordinance to opt-out, and the Council would be asked to adopt this ordinance on August 16th. Publication of the ordinance would occur on August 25th with effective date of August 26.

This item is on the agenda to get the Council's consensus to continue with the opt-out process.



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 does 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>) .

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Your LMC Resource

Pam Whitmore

Staff Attorney

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

poreilly@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:

**City of Greenfield
City Council Meeting**

July 7, 2016

TO: Honorable Mayor and Councilors
FROM: City Administrator Bonnie Ritter
SUBJECT: Transfer of Funds to General Capital Improvement Fund

Mayor and Council:

At year end, 2015, the fund balance was at 74.4%. It is the City's policy to carry at least a 50% fund balance thus the recommendation to transfer \$300,000 from the General Fund into the General Capital Improvement Fund. With this transfer the estimate for the fund balance based on the 2015 year-end figures is \$719,616 or 52.5%.

The coding of expenses within the Capital Improvement Fund will be by Public Works, Streets, etc. to satisfy the requirements of the auditor.

The Finance Committee and Staff recommend adoption of the resolution authorizing this transfer.

**CITY OF GREENFIELD
RESOLUTION NO. 16-25**

**A RESOLUTION TRANSFERRING FUNDS FROM THE GENERAL FUND TO THE
GENERAL CAPITAL IMPROVEMENT FUND**

WHEREAS, it is the policy of the City Council to maintain at least a 50% general fund balance;
and

WHEREAS, at year end 2015 the general fund balance was at 74.4%, and

WHEREAS, the City's auditor advised that a transfer of excess funds over 50% is appropriate,

NOW, THEREFORE BE IT RESOLVED that the City Council of the City of Greenfield
authorizes the transfer of \$300,000 from the general fund (G100-10100) to the General Capital
Improvement Fund (G425-10100).

Adopted by the City Council this 7th day of July, 2016.

Mayor Brad Johnson

Attest: Bonnie Ritter, City Administrator-Clerk