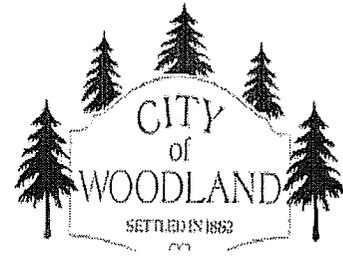


# **AGENDA**

## **Woodland City Council Meeting**

**Monday, August 12, 2013**  
**7:00 P.M.**



### **1. CALL TO ORDER**

### **2. ROLL CALL**

### **3. CONSENT AGENDA**

All matters listed under the Consent Agenda are considered to be routine by the City Council and will be enacted by one motion. There will be no special discussion of these items unless a Councilmember or Citizen so requests, in which event will be removed from the Consent Agenda and will be considered separately under New Business.

**A.** Minutes July 8, 2013; Regular Council Meeting

**B.** Resolution No. 19-2013; Septic Review Agreement for 2014 (Kurt Larsen)

**C.** Resolution No. 20-2013; Septic Inspection Agreement for 2014 (Metro West Inspection Services)

**D.** Select Date for 2014 Budget and Levy Hearing

**E.** Resolution No. 24-2013; revising Resolution No. 02-2013 to include the appoint of Mayor James Doak to the LMCC Board of Directors as a dual liaison

### **4. PUBLIC COMMENTS – Matters from the Floor**

Individuals may address the Council about any item not contained on the regular agenda. Limit comments to 5 minutes. The Council may ask questions for clarification purposes but will take no official action on items discussed with the exception of referral to staff or with the agreement of the Council may be scheduled on the current or future agenda.

### **5. PUBLIC HEARINGS**

### **6. NEW BUSINESS**

**A.** Ellen Dehaven - Discussion Regarding Real Estate Signs

**B.** Resolution No. 21-2013; support of County Road 101 sidewalk

**C.** Resolution No. 22-2013; Temporary On-Street Parking By Permit In Designated Zone

**D.** Resolution No. 23-2013; Lease Agreement with Hennepin County for Voting Equipment

**E.** Municipal Insurance Coverage for Stone Arch

### **7. OLD BUSINESS**

**A.** 2014 Budget Discussion

**B.** Resolution No.18-2013; Model Resolution Supporting the Viability of the LMCC

### **8. MAYOR'S REPORT**

### **9. COUNCIL REPORTS**

**A.** Newberry: Ordinances & Septic Ordinance & Inspections

**B.** Rich: Roads, Signs, Trees & Website

**C.** Carlson: Finance, Enterprise Funds, Intgov. Relations & MCWD

**D.** Massie: Public Safety & Deer Management

### **10. ACCOUNTS PAYABLE**

### **11. TREASURER'S REPORT**

### **12. ADJOURNMENT**

- 15 minutes will be allotted for public comments. If the full 15 minutes is not needed, the City Council will continue with the agenda.
- Next meeting: September 9, 2013

City of Woodland, 20225 Cottagewood Road, Deephaven, MN 55331 – [www.cityofwoodlandmn.org](http://www.cityofwoodlandmn.org)

**CITY OF WOODLAND  
COUNCIL MEETING  
July 8, 2013**

**CALL TO ORDER & PLEDGE OF ALLEGIANCE**

Mayor Doak called the meeting to order at 7:00 P.M.

**ROLL CALL**

Present: Mayor James Doak; Council Members Sliv Carlson, Chris Rich, Tom Newberry and John Massie

Staff: City Clerk Shelley Souers

Guests: Greg Brown, Craig Twinem, Kurt Larsen, Dean Breitbach, Kris Seehof, Charles Bisanz, Fred Meyer and Chris Keenan

**CONSENT AGENDA**

- A. Minutes, June 10, 2013; Regular Council Meeting**
- B. Resolution No. 16-2013; Arundel Variance**
- C. Authorize Payment to JBT Blacktopping**

Council Member Carlson moved to approve the consent agenda. Council Member Rich seconded the motion. Motion carried 4-0.

**PUBLIC COMMENTS**

None.

Council Member Newberry arrived at the meeting

**OLD BUSINESS**

**A. Continued discussion regarding County Road 101 Improvements and a Sidewalk**

Hennepin County Design Division Manager Craig Twinem reported that he and Greg Brown, Project Engineer with URS have met with several residents along County Road 101 regarding the sidewalk plan to discuss their concerns and possible solutions.

Mayor Doak noted that the cross section plans provided by the County for each address along County Road 101 were helpful. Mayor Doak recapped the previous discussions regarding the sidewalk and county road improvements, noting the Council is sensitive to the abutting owners' concerns. The projected cost of the sidewalk has been reduced, with the entire 101 project improvements, including a concert sidewalk, are estimated to be \$36,037 or less, which represents a significant decrease from the original estimates. Mayor Doak stated that Council had decided the maintenance of the sidewalk, if approved, would be the City's responsibility at its last meeting.

Mayor Doak stated that key benefits of a sidewalk would be added safety for pedestrians and the integration of residents along the east side of the City into the mainstream off City activity. The City has received emails, letters and a petition from residents on Maple Hill Road in support of a sidewalk. Several responses were also received opposing the sidewalk.

Council Member Carlson asked how the County would construct the road through the low narrow area south of the Maple Hill Road intersection.

Mr. Brown stated the County will construct a retaining wall along both sides of County Road 101 to support the road and walkway. Mr. Brown noted that if Woodland chooses not to include a sidewalk, the sidewalk would end at the Cooperwood neighborhood in Minnetonka.

Mayor Doak noted that the proposed sidewalk will be located entirely in the County's right-of-way.

Council Member Carlson asked if the telephone lines will be relocated along County Road 101.

Mr. Twinem stated that burying utilities was not planned, but placing utilities under a sidewalk is a safer alternative for residential neighborhoods, because it reduces the risk of homeowners' damaging power lines by landscaping or digging. The County has been working with the power company to bury the lines at Xcel's expense; however, it has not succeeded in this request. The power lines serve both Woodland and Minnetonka residents and the County is looking at other avenues for burial of the power lines.

Mayor Doak stated that Woodland supports road beautification, but there is a practical limit to what the City can fund.

In answer to Council Member Massie's question regarding the cross-section scenarios provided by the County, Mr. Brown stated that the scenarios depict each property; one with a grass boulevard and another with a concrete sidewalk.

Mr. Charlie Bisanz, 17745 Maple Hill Road, presented a petition from all nine Maple Hill residents in support of the sidewalk. Mr. Bisanz stated the residents have some concerns with the 101 improvements in terms of the design and the possible increase of truck traffic. Mr. Bisanz also stated that the speed limit on County Road 101 makes entrance from Maple Hill Road challenging. The residents of Maple Hill believe a marked cross walk at the Maple Hill Road intersection would create a safer option.

Mr. Brown responded noting that the sight lines should be improved with the lowering of the hill and the rework of the Maple Hill Road intersection. The center lane will add an element of safety as a turn lane and a shoulder along 101 should also help with visibility when entering the roadway.

Mr. Twinem stated that the speed limit along 101 will not change. The County does not set the speed limit of the road.

Mayor Doak agreed that the traffic speeds and numbers may not be reduced, but the visibility should improve and the center lane will provide a safer turn.

Council Member Rich noted that an unintended consequence may be the traffic speed will inevitably be faster with a wider road.

Council Member Massie stated that the main issue is access out of Maple Hill Road traveling north bound. Council Member Massie asked if the center lane can be used to pause prior to pulling into the traffic lane to travel north bound. A cross walk at Maple Hill Road does not seem to be a safe alternative and believes that residents should go to the designated crossings at the round-about as a safer alternative.

Mr. Twinem stated that the center lane is designed for turning left, not technically an area to pause on the road to merge into traffic.

Mayor Doak stated that he appreciates the issues mentioned; however, the focus at this time is the sidewalk and other issues have been the subject of extensive discussion over several years of planning and public information sessions.

Chris Keenan, 17737 Maple Hill Road, stated that he is new to the neighborhood and feels strongly that a sidewalk is an upgrade from the current situation. The stormwater runoff is the main concern for property around Shavers Lake.

Mayor Doak stated that the City will support the lake owners' efforts with the best alternative possible to manage the stormwater run-off.

Mayor Doak stated that the Council is concerned about how the County will work with the residents along County Road 101 during the improvements and will monitor this program closely.

Council Member Carlson stated that she supports the sidewalk from a safety point of view, but is concerned by the budget impact. Council Member Carlson stated that she is also concerned with the access of several homes that abut County Road 101.

Mayor Doak stated that he hopes the residents along County Road 101 and on connecting streets understand that the Council has given extensive consideration to all aspects of the project, with safety for vehicle traffic and pedestrians being of great importance.

A resolution, supporting the County's plan for the 101 renovation, including a sidewalk, will be prepared for discussion and approval at the next Council meeting.

#### **B. Discussion Regarding Backyard Chickens**

Mayor Doak reported that he and Council Member Newberry met with resident Doug Gustner to discuss issues regarding keeping chickens and coop locations. Council will continue discussion to the September Council Meeting.

## **NEW BUSINESS**

### **A. 2013 Septic Reviews, Kurt Larsen - Septic Inspector**

Septic Inspector Kurt Larsen reported on the 2013 Septic System reviews. Mr. Larsen stated that each year he meets more residents and is able to educate them on the operation of their system. When residents understand their systems they follow better maintenance practices. A principal goal with the septic program is educating septic owners on how to maintain their systems. The Council thanked Mr. Larsen for his excellent service to the City.

### **B. 2014 Preliminary Budget Review:**

Council reviewed a draft budget for 2014.

Mayor Doak noted that the City will need to budget for an election in 2014 which always creates a bump in expenses every other year. The City should also continue to build the road fund for a major restoration project on Breezy Point Road and expenses associated with the 101 project.

### **C. Resolution No.18-2013; Model Resolution Supporting the Viability of the Lake Minnetonka Communications Commission (LMCC)**

Council reviewed an alternative resolution supporting the LMCC. Mayor Doak stated that several member cities are seeking to have a portion of franchise fees rebated for their general city use. Of greater significance is the impending withdrawal of several large Cities from the LMCC. The apparently believe it advantageous to bargain with Mediacom directly.

Mayor Doak stated that he would not support using franchise fees for general City purposes and thinks that any reduction in fees should be rebated to cable subscribers. The loss of LMCC membership weakens the bargaining power of the LMCC in franchise negotiations and contract enforcement. This is not in Woodland's best interest.

Council will continue discussion to the August meeting and review a draft resolution, supporting the LMCC.

### **D. Discussion of Proposed Permanent Dock on Woolsey Pond.**

Woodland's LMCD Representative Fred Meyer was present to hear the discussion regarding the request to the LMCD for a permanent dock.

Mayor Doak noted that Woodland received a notice from the LMCD of an application for a permanent dock in Woolsey Pond. Woodland has no regulatory authority over the lake; however, it does have the right to comment on requests for dockage. Mayor Doak noted that the proposed permanent dock for 2765 Maplewood Circle East conforms to the LMCD guidelines. The existing permanent dock is about 40 feet long. The applicant is proposing a permanent dock 82 feet long.

Mayor Doak stated that the City should consider the environmental and aesthetic impact of a very long dock on Woolsey Pond. Woolsey pond is unique because it is one of very few small open water bodies, connected to Lake Minnetonka, that are not crowded by docks and retain great natural beauty. There is also a possible issue with navigational safety. The LMCD mailed information on the dock request to residents along the south end of the Pond, although

their ability to object is questionable, in that the dock conforms to the LMCD Code. The City received comments from Mr. and Mrs. Tattersfield, 2825 Maplewood Circle East, expressing concern with the dock placement and impact to their property and their dockage.

Mayor Doak stated that the Council's job is to preserve the aesthetic value of the Lake and Woolsey Pond. These are natural assets of the City and all its residents, whether shoreline owners or not. He believes viewing Woolsey Pond as simply a dock use area is unacceptable and disrespects the goal of preserving the City's natural beauty for future residents.

Council Member Newberry stated that the Comprehensive Plan supports the preservation of open area, scenic views, natural topography and habitat.

Council Member Rich agreed that blocking sight lines has a negative impact.

Council agreed the proposed permanent dock is in contradiction to Woodland's Comprehensive Plan and aesthetic qualities. Woodland's LMCD Representative Fred Meyer will convey the Council's concerns and disapproval at the upcoming LMCD meeting on July 10. Mayor Doak will write the LMCC to register the City's position.

#### **MAYORS REPORT**

Mayor Doak reported that there was significant storm damage throughout the City. Historically, Woodland has not picked up residential tree debris from storms. The City does clear and remove tree debris from the right-of-ways. Woodland's philosophy of limited services and thus, low taxes, supports looking to residents to accept responsibility for clean up on their own properties. If the majority of the residents want a tree/brush collection service, the Council can consider this service but it will come with a cost and higher taxes.

The MCWD is conducting a test project on Zebra Mussels in Robinsons Bay. The MCWD will notify affected homeowners.

The LMCD adopted the 2014 "Option 1" Budget.

Mayor Doak suggested that the Council review the nuisance ordinance regarding noise from generators.

Mayor Doak reported that water runoff along Maplewood Circle East from Cedar Point Drive caused some overflow onto private property. The french drain does allow water to dissipate into the ground, but this does take time, especially when the water table is high. Residents need to understand that water will stand on the road until it can be absorbed the french drain along the pavement edge. Alternative drainage options are very costly and would likely involve taking private property for drainage lines and a settling pond.

The Maplewoods Homeowners Association is working on a video surveillance plan at the entrance to Maplewoods.

Mayor Doak reported that Xcel Power Company did a good job, given the magnitude of the storm damage. The City will send a note of appreciation for their unusually hard work on behalf of residents.

### **COUNCIL REPORTS**

#### **A. Ordinances & Septic Ordinance & Inspections**

No report

#### **B. Roads, Signs, Trees, & Website**

Council Member Rich reported that the website data will be transferred in August. JBT Blacktopping has completed the patching and repairs to the City streets. Cornerstone will sweep up the sand that has washed onto the roads and make some repairs to the road shoulders. Shorewood Tree will be back to finish the clean up of the tree branches along the rights-of-ways.

#### **C. Finance, Enterprise Funds, Intgov. Relations & MCWD**

Council Member Carlson reported on recent legislative actions. A copy of her report will be circulated to all interested.

#### **D. Public Safety & Deer Management**

No report.

### **ACCOUNTS PAYABLE**

Council Member Carlson moved to approve the accounts payable as presented. Council Member Newberry seconded the motion. Motion carried 5-0.

### **TREASURER'S REPORT**

Council Member Newberry moved to approve the Treasurer's report as presented. Council Member Massie seconded the motion. Motion carried 5-0.

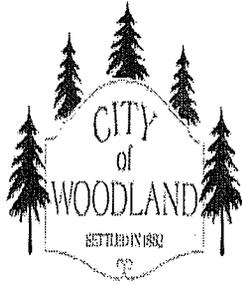
### **ADJOURNMENT**

Council adjourned by consent at 9:35 P.M.

### **ATTEST:**

\_\_\_\_\_  
Shelley J. Souers, City Clerk

\_\_\_\_\_  
James S. Doak, Mayor



## WOODLAND CITY COUNCIL

MEETING DATE: August 12, 2013  
FROM: Shelley Souers, City Clerk  
SUBJECT: 2013 Septic System Reviews

### OVERVIEW

Woodland's septic inspector, Kurt Larsen conducts a visual inspection of about ½ of the septic systems each year. The City sends a mailed notice to residents several weeks prior to the Kurt's arrival regarding the reviews. Kurt makes every effort to meet with homeowners during the review period. During the inspection Kurt opens tank covers, when possible, to measures sludge levels, examines baffles, filters and the overall tank condition. Kurt also examines the drainfield.

The annual review process educates residents on their septic system and keeps the City informed with regard to situations that may need the homeowner's attention.

### 2013 Reviews:

- 58 Systems were reviewed
- Pumping was recommended for 15 systems
- No imminent health issues were noted

**RESOLUTION NO. 19-2013**

**A RESOLUTION AUTHORIZING ENTERING INTO AN AGREEMENT  
FOR SEPTIC SYSTEM REVIEWS FOR 2014**

**WHEREAS**, the City of Woodland desires to extend the agreement for septic system review services with Kurt Larsen's Septic Inspections and Design. The review services will be conducted according to the agreement for services, as delineated in Exhibit A: Septic System Review Contract.

**NOW, THEREFORE, BE IT RESOLVED** that the Woodland City Council authorizes entering into the 2014 Agreement for septic system review services with Kurt Larsen's Septic Inspection and Design.

Adopted by the City Council of the City of Woodland this 12<sup>th</sup> day of August, 2013.

\_\_\_\_\_  
James S. Doak, Mayor

ATTEST:

\_\_\_\_\_  
Shelley Souers, City Clerk

Kurt Larsen's Septic Services

---

1783 Co. Hwy 8  
Tyler, MN 56178  
(507) 247-4169

City Clerk  
City of Woodland

Septic System Reviews Contract 2014

Tasks

- Educate homeowners about their system and answer any questions they might have.
- Evaluate sludge and scum levels in tank with a sludge judge.
- Evaluate lift tank to ensure sludge and effluent levels are adequate.
- Monitor final treatment area for waterlogged trenches or rock beds.
- Search for any surface discharge of sewage on property and if found complete a septic system failure form.
- Inspect all visible inspection pipe covers on tanks or treatment area and replace any that are broken.
- Secure any unsecure maintenance hole covers with stainless steel screws or report to city and homeowner if a unsecure maintenance hole cover exists on a property.
- Provide the city with a written report on each resident.
- Update homeowner septic information to excel spreadsheets.

The charge per system is \$70 plus mileage (federal rate) approx. 500 miles and will be reimbursed for any supplies used on site.

BY SIGNING BELOW, CUSTOMER AGREES TO PAY THE AGREED PRICE FOR THE AGREED SERVICES LISTED ABOVE. THIS IS AN AGREEMENT FROM DATE OF SIGNING, WITH PAYMENTS MADE AS DESCRIBED WITHIN. ANY CHANGES MADE IN PRICE IN OR SERVICES MUST BE ACCOMPANIED BY A SIGNED CHANGE ORDER TO THE CONTRACT.

X \_\_\_\_\_  
City of Woodland Representative  
X *Kurt Larsen*  
Kurt Larsen  
Kurt Larsen's Septic Services

DATE \_\_\_\_\_  
DATE 7-23-13

Kurt Larsen, DBA as Kurt Larsen's Septic Services, will carry and maintain Commercial General Liability Insurance coverage while working for and in the City of Woodland and will extend to claims arising out of Kurt Larsen's Septic Services ongoing operations for Woodland.

**RESOLUTION NO. 20-2013**

**A RESOLUTION AUTHORIZING ENTERING INTO AN AGREEMENT  
FOR SEPTIC SYSTEM INSPECTIONS FOR 2014**

**WHEREAS**, the City of Woodland desires to extend the agreement for Septic System Inspection Services with Metro West Inspections Services, Inc. The services will be conducted according to the agreement for services, as delineated in Exhibit A: Septic Inspection Services.

**NOW, THEREFORE, BE IT RESOLVED** that the Woodland City Council authorizes entering into the 2014 Agreement for septic system inspection services with Metro West Inspection Services, Inc.

Adopted by the City Council of the City of Woodland this 12 day of August, 2013.

\_\_\_\_\_  
James S. Doak, Mayor

ATTEST:

\_\_\_\_\_  
Shelley Souers, City Clerk

# METRO WEST INSPECTION SERVICES, INC.

---

Loren Kohnen, Pres.

(763) 479-1720  
FAX (763) 479-3090  
Mthrowst76@aol.com

July 16, 2013

Shelley Souers  
City Clerk  
City of Woodland  
20225 Cottagewood Road  
Deephaven, MN 55331

RE: Septic Inspection Services  
City of Woodland

---

Dear Shelley:

Thank you for your letter regarding an updated agreement pertaining to septic system inspection services. For the following year, 2014, we would submit the following:

- 1) Review septic designs for issuance of a permit.
- 2) Conduct all required site inspections for installations.
- 3) Prepare the as-built drawings of installations for the City's records.
- 4) Fees for said services are 90% of the permit fee for septic system installation.
- 5) Fees for emergency site visits and/or inspections would be \$75.00.
- 6) Inspectors performing inspection work are certified by the Minnesota Pollution Control Agency (MPCA).

A copy of our insurance was recently mailed to your office.

Please call if you should have any questions.

METRO WEST INSPECTION SERVICES, INC.

  
Loren Kohnen  
Building Official

LK:jg

Truth in Taxation Budget Meeting Date

City Name: Woodland Munic No: 15

Contact Person: Shelley Souers Phone: 952-358-9936

Budget Meeting

Date: Monday, December 9, 2013

Time: 7:00 PM

Listed below is prior year data for (1) the location of the budget meeting, (2) the phone number to be published and (3) the mailing address for written responses. Please review these and either confirm that they are still accurate or make the necessary changes.

OK

OR

New Information

1. Location: City Hall
20225 Cottagewood Rd
Deephaven, MN 55331

OK

OR

New Information

2. Phone Number: 952-474-4755

OK

OR

New Information

3. Mailing Address: City of Woodland
20225 Cottagewood Rd
Deephaven, MN 55331

Please return this form in the enclosed envelope as soon as possible but no later than September 16, 2013.

**RESOLUTION NO. 24-2013**  
**REVISION OF RESOLUTION NO. 02-2013, A RESOLUTION DESIGNATING**  
**ASSIGNMENTS AND APPOINTMENTS FOR 2013**

**BE IT RESOLVED**, by the City Council of the City of Woodland that the following appointments and designations are approved for 2013:

Mayor:	James S. Doak The annual salary shall be \$80.00.
Council Members:	Sliv Carlson, Chris Rich, John Massie and Tom Newberry The annual salary for each Councilmember shall be \$40.00.
James Doak	Deephaven & Wayzata Contracts Weed Inspector & LMCC Board of Directors
Chris Rich	Roads & Signs Public Works operations (road repairs/mowing) Trees
Sliv Carlson	Finance & Audit Intergovernmental Relations
Tom Newberry	Ordinances Septic System Rules & Issues
John Massie	Public Safety - Police & Fire Deer Management
Mayor Pro Tem	Sliv Carlson (January – June) Chris Rich (July – December)

**RESOLVED:** That the salaries of the coming year of 2013 are established for Council Members, such salaries to be payable in one sum at the time of the regular meeting of the City Council in December 2013.

Clerk/Treasurer: The City of Deephaven will provide clerical & treasurer services; the annual service charge, per the contract, will be paid to the City of Deephaven in monthly installments.

Police: The City of Deephaven will provide Police services; the annual service charge, per the contract, will be paid to the City of Deephaven in monthly installments.

Fire: The City of Wayzata Fire Department is designated as Woodlands' fire service agency; and will be paid an annual charge based upon the percentage of calls in Woodland for the preceding three-year period, calculated against the Wayzata Fire Department's operating budget for the contract year.

City Assessor:	Dan Distel
City Attorney:	Campbell Knutson – Joel Jamnik & Andrea McDowell Poehler Lead Attorneys
Prosecuting Attorney:	Tallen & Baertschi – Steve Tallen Lead Prosecutor

City Auditor:	Abdo, Eick and Meyers – Andy Berg Lead Auditor
City Engineer:	Bolton & Menk, Inc. – Dave Martini
Chief of Police:	Cory Johnson
Fire Chief	Kevin Klapprich
Zoning Administrator:	City of Deephaven – Gus Karpas Zoning Administrator
Building Inspection:	Minnetonka Building Department (Building Official Bob Manor)
LMCC Liaisons	Mike Jilek and Mayor James Doak – LMCC Board of Directors
LMCD Representative:	Representative appointed by Council Resolution
Insurance Agency:	League of MN Cities Insurance Trust – Agent Representative Northern Capital Insurance (Carl Bennetsen)
Official Newspaper:	Minnesota Sun Publications
Septic Inspector:	Kurt Larsen – Annual Review (existing systems)
System Inspector:	Metro West Inspections – New System Inspections
Health Officer:	Dr. Bruce Shilling & Hennepin County
Assistant Weed Inspector	Zoning Administrator Gus Karpas

**RESOLVED, FURTHER:** That the City Officers shall be paid mileage at the rate determined by the IRS standards for each mile necessarily traveled in carrying out the duties of the officers; and

**RESOLVED, FURTHER:** That State Statutes require the City to designate general depositories for City monies, therefore the following Depositories/Investment Vendors, be designated as official depositories for the City of Woodland for the funds of the City and that the Treasurer be, and hereby is authorized to continue an account or accounts in the name of the City in said depositories on the terms usually required of its customers, and to deposit in such account or accounts any money; and that two required signatures be mandatory on bank checks withdrawing money from the bank, and that these signatures may be any one of the elected officials and/or the City Clerk.

- Beacon Bank (Municipal water bond)
- TCF Banks (Official Depository)

**NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WOODLAND, MINNESOTA:**

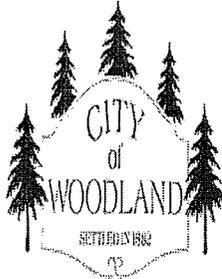
That Resolution No. 02-2013 is revised to incorporate the amended language herein to include the appointment of James Doak to the LMCC Board of Directors as a dual liaison to the City of Woodland

Adopted by the City Council of Woodland, Minnesota on this 12th day of August, 2013.

\_\_\_\_\_  
James S. Doak, Mayor

ATTEST:

\_\_\_\_\_  
Shelley Souers, City Clerk



## WOODLAND CITY COUNCIL

MEETING DATE: August 12, 2013  
FROM: Shelley Souers, City Clerk  
SUBJECT: Ordinance Language dictating  
Real Estate Signs

### REAL ESTATE SIGNS

Realtor Ellen Dehaven has asked to meet with the City to consider some amendments to the current rules governing real estate signs.

The current language:

**1100.03 Sale or Rental Signs.** Signs pertaining to the sale, lease or rental of property or buildings, are permitted if they comply with all of the following conditions and restrictions:

- (a) The sign may read "Open," "For Rent" or "For Sale," and may include the name and the telephone number of the owner or agent relative to the premises upon which the sign is located.
- (b) The total face surface of the sign, inclusive of all attachments and hanging sign additions, **may not exceed 200 square inches, and neither the length nor width may exceed 25 inches.**
- (c) The supporting member must be installed into the ground so that the top of the face of the sign is not more than 4 feet above the finished grade of the ground.
- (d) All such signs shall be lettered professionally.
- (e) Only one such sign is permitted on any one premises, with the exception of an open house sign as permitted under section 1100.04. **Where the property abuts a lake, no signs may be placed or erected to be visible from such lake.**
- (f) Signs may be placed parallel or perpendicular to the front property line. Signs must be placed only on the property being offered for sale or lease.
- (g) Nothing contained in this Section will be deemed to prohibit the same wording from being on both the front and back of the sign.
- (h) Where a sign is suspended from an arm of the support, the arm shall not exceed 16 inches in length.
- (i) All such signs shall be erected on a temporary basis.
- (j) Signs shall be kept in good repair, shall not be illuminated or constructed of a reflective material, and shall not contain any flags, streamers, movable items or like devices.
- (k) Any such sign shall be removed within 3 days after the date a binding agreement is entered into for the sale, lease or rental of the property or immediately upon the removal of the property from the market, whichever occurs first.

From Ellen Dehaven

Here are my thoughts:

1. The rules should be considered to have the opportunity to apply for a variance to the existing rule: for example if you have a difficult location, or size property such as Morrison's point.
2. The use of more than one sign for a property such as an arrow which is not large but different shape.
3. The option to have larger signs on the lake since they do not effect road visual issues
4. People in Woodland are at a distinct disadvantage for many reasons with limited signage compared with other lake area places and with the difficulty of locating the homes.

Thank you!

Ellen DeHaven

**CITY OF WOODLAND  
HENNEPIN COUNTY, MINNESOTA**

**RESOLUTION NO. 21-2013**

**APPROVAL OF COUNTY STATE AID HIGHWAY (CSAH) 101  
SIDEWALK PLAN; HENNEPIN COUNTY PROJECT NO. 9931**

**WHEREAS**, the Layout for Hennepin County Project No. 9931, describes the proposed improvements to County State Aid Highway 101 within the City of Woodland limits to include a six foot concrete sidewalk along the west side of County State Aid Highway 101, abutting the east boundary of Woodland;

**WHEREAS**, The City has previously approved the proposed improvements, except the sidewalk, but has reconsidered its decision on the proposed sidewalk;

**WHEREAS**, the City has held public meetings with the County Engineers and sought the input of residents, regarding the merits of a sidewalk;

**WHEREAS**, the County has committed to working collaboratively with the Woodland residents whose homes abut County State Aid Highway 101 on the design and construction of the sidewalk;

**WHEREAS**, the sidewalk will provided significantly improved safety for pedestrians;

**WHEREAS**, the City has agreed to be responsible for all snow removal and maintenance of the sidewalk; and

**WHEREAS**, Woodland's share of the total cost of the road improvements and the concrete sidewalk will not exceed \$36,037:

**NOW THEREFORE BE IT RESOLVED** by the City Council of the City of Woodland as follows:

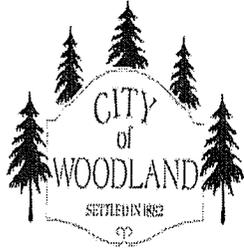
That the City of Woodland approves the construction of a 6-foot concrete sidewalk along the west traffic lane of County State Aid Highway 101 within the municipal boundary of the City

Adopted by the City Council of the City of Woodland this 12 day of August, 2013.

By: \_\_\_\_\_  
James S. Doak, Mayor

Attest: \_\_\_\_\_  
Shelley Souers, City Clerk

## WOODLAND CITY COUNCIL



MEETING DATE: August 12, 2013  
FROM: Shelley Souers, City Clerk  
SUBJECT: Resolution No. 22-2013; On-street Parking by Permit in Designated Zones

### OVERVIEW

Woodland established designated parking zones throughout the City in an effort to accommodate overflow parking when residents cannot provide adequate on-site parking for private events, or contractors working on private property.

A permit is necessary to park in the designated zones.

Zone G – located on Woolsey Lane is a small parking area located along the east side of the road. Residents have asked if the parking area on Woolsey Lane could be expanded to include parking at the top of the cul-de-sac (circle) to accommodate several additional vehicles.

The attached resolution amends the designated parking zone G to include parking at the top of the circle on Woolsey Lane.

### RECOMMENDED ACTION

Motion to approve Resolution No. 22-2013; revising the current resolution designating parking zones and approving an extension of parking Zone G to include parking at the top of the circle on Woolsey Lane as described in the resolution.

**RESOLUTION NO. 22-2013**  
**REVISION OF RESOLUTION NO. 07-2008, TEMPORARY ON-STREET PARKING**  
**BY PERMIT IN DESIGNATED ZONES**

**WHEREAS**, the Woodland City Council had amended its Ordinance to provide for Temporary on-street Parking Permits upon request of a resident having an event for which the resident has insufficient private parking to accommodate the expected number of guests; and

**WHEREAS**, the Chief of Police may issue a special parking permit allowing roadside parking subject to certain conditions; and

**WHEREAS**, the Woodland City Council does not condone parking where it may obstruct the ready access by emergency vehicles at any time; and

**WHEREAS**, the Woodland City Council does not condone parking near curves or hilltops where parking may create a safety hazard for drivers, cyclists or pedestrians;

**THEREFORE**, the Woodland City Council hereby identifies the following zones for which temporary parking permits may be issued upon request under the provisions of the ordinance:

- Zone A      **Gale Road:** no designated parking zone exists as of 2008. (Private Road)
- Zone B      **Maplewood Circle East:** The east and south side of the road extending from a point 70 feet northeast of a point opposite the brick pillar at the bottom of the hill by 2650 Maplewood Circle West to a point by the tennis court at 2600 Maplewood Circle East.
- Zone C      **Maplewood Circle East:** The south side of the road commencing at the east driveway at 2600 Maplewood Circle East to the driveway at 2660 Maplewood Circle East.
- Zone D      **Cedar Ridge Road:** The south side of road from a point opposite and 20 feet down the hill from the driveway at 2550 Cedar Ridge down to the intersection with Maplewood Circle East at the east end of Cedar Ridge Road.
- Zone E      **Marshland Road:** The west (marsh) side of the road between the garage at 2640 Marshland Road and the driveway at 2650 Marshland Road, with that section of the road blocked off to through traffic.
- Zone F      **Maplewood Circle East:** The east side of the road between the two driveway entrances to 2765 Maplewood Circle East.
- Zone G      **Woolsey Lane:** The east side of the road running 15 feet north of the north end circle drive at 2845 Woolsey Lane, up to 33 feet south of the pole. Also at the top of the circle between the driveways of 2670 and 2730.
- Zone H      **Breezy Point Road:** The south side of the road from the driveway at 18275 Breezy Point Road to the driveway at 18085 Breezy Point Road.

## WOODLAND CITY COUNCIL



MEETING DATE: August 12, 2013  
FROM: Shelley Souers, City Clerk  
SUBJECT: Resolution No. 23-2013;  
Approving the Lease Agreement  
with Hennepin County for Digital  
Scan Voting Equipment

### **OVERVIEW**

The Cities of Hennepin County currently lease election voting equipment from the County. Hennepin County has been authorized to purchase new election equipment for a countywide digital scan voting system, election hardware and services. The current election machines will be replaced with new digital scan equipment to be used in the 2014 election. The County will continue to own the Election Equipment and AVT Equipment and will lease the equipment to each City.

The County is recommending that all Cities have a minimum of 2 (DS200) voting machines which would allow each city with a back up machine in the event that a machine fails on Election Day. Each City will be responsible for a maintenance fee per unit. The maintenance term is five years.

The County has an agreement with a third-party vendor for maintenance and repair of the election equipment.

### **BUDGET IMPACT**

Woodland conducts even year elections. The lease agreement is an annual charge paid to the County. The 2014 budget includes the cost for the lease of the new digital scan voting machines and related equipment. The 2014 election budget estimate is \$3,400.

### **RECOMMENDED COUNCIL ACTION:**

Motion to approve Resolution No. 23-2013; approving the Equipment Lease Agreement and Addendum A; Post Warranty Maintenance and Support Services with Hennepin County.

**CITY OF WOODLAND  
HENNEPIN COUNTY, MINNESOTA**

**RESOLUTION NO. 23-2013**

**A RESOLUTION AUTHORIZING APPROVAL OF  
AGREEMENT NO. A-131271 BETWEEN THE CITY OF WOODLAND  
AND HENNEPIN COUNTY FOR LEASE OF ELECTION EQUIPMENT**

**WHEREAS**, the City of Woodland, Minnesota intends to conduct elections with the use of digital scan and Assisted Voting Technology (AVT) voting equipment; and,

**WHEREAS**, the Hennepin County Board of Commissioners authorized the purchase of digital scan election equipment, and Assisted Voting Technology equipment for a countywide optical scan voting system, election hardware and services through the State of Minnesota Cooperative Purchasing Agreement; and

**WHEREAS**, Hennepin County will own the Election Equipment and AVT Equipment and the City of Woodland is authorized to use said Election Equipment and AVT Equipment for official election related purposes subject to the terms and conditions of the lease agreement.

**NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF WOODLAND, MINNESOTA THAT:**

The Hennepin County/City of Woodland Lease Agreement (Agreement No. A-131271) between Hennepin County and the City of Woodland is hereby approved and the Mayor and the City Clerk are authorized and directed to sign the Lease Agreement on behalf of the City.

Adopted by the Council of the City of Woodland this 12<sup>th</sup> day of August, 2013.

---

James S. Doak, Mayor

Attest: \_\_\_\_\_  
Shelley J. Souers, City Clerk

**HENNEPIN COUNTY/CITY OF Woodland  
LEASE AGREEMENT**

THIS AGREEMENT, made by and between the COUNTY OF HENNEPIN and the CITY OF Woodland, both political subdivisions of the State of Minnesota, hereinafter referred to as the "County" and the "City" respectively. For purposes of this Agreement, the address of the County is A2300 Government Center, Minneapolis, Minnesota 55487 and the address of the City is 20225 Cottagewood Road, Deephaven, MN 55331.

**WITNESSETH**

WHEREAS, the Hennepin County Board of Commissioners in Resolution Number 13-0134 authorized the purchase of election equipment for a countywide digital scan voting system, election hardware and services; and

WHEREAS, the Hennepin County Board of Commissioners in Resolution Number 05-564 authorized the purchase of Assisted Voting Technology equipment for a countywide optical scan voting system, election hardware and services through the State of Minnesota Cooperative Purchasing Agreement; and

WHEREAS, the County and the City of Woodland are parties to a prior agreement numbered A-052280 relating to the lease of election equipment and the County and City desire to terminate that lease agreement and replace it with this agreement.

WHEREAS, the County desires to lease Election Equipment and AVT Equipment (as defined herein) to the City of Woodland for use in all city elections.

NOW THEREFORE, in consideration of the mutual undertakings and agreements hereinafter set forth, the County and the City agree as follows:

Section 1

**SCOPE OF AGREEMENT**

- 1.1 The County hereby leases to the City at the cost identified below and subject to the terms and conditions of this Agreement, and the City hereby agrees to lease from the County election equipment identified as: two (2) DS200 Digital Scan Precinct Count Units (including four (4) 4 GB Jump Drives), and two (2) DS200 Plastic Ballot Boxes (the "Election Equipment") for polling places contained within the City.
- 1.2 The County hereby leases to the City subject to the terms and conditions of this Agreement, and the City hereby agrees to lease from the County AVT Equipment

identified as: one (1) AutoMARK Voter Assist Terminals, two (2) flashcards and one (1) ES&S AutoMARK Tables with adjustable legs for polling places ("AVT Equipment") contained within the City.

- 1.3 Subject to the terms and conditions of this Agreement, the parties may agree by written addendum executed by all the parties to increase or decrease the County Election Equipment and AVT Equipment included within the scope of this agreement. Hennepin County hereby delegates authority to execute such an addendum to the County Auditor. The City hereby delegates authority to execute such an addendum to the authorized City officer, or the City Council, as appropriate.
- 1.4 Upon the express written permission of County's Election Manager, or her/his designee, the City may lease Election Equipment and/or AVT Equipment to a school district. Said lease shall be made pursuant to a written agreement, between the City and the school district, which includes substantially the same terms as those contained herein.

## Section 2

### OWNERSHIP

- 2.1 The City acknowledges that the County owns the Election Equipment and AVT Equipment and that the City is authorized to use said Election Equipment and AVT Equipment for official election related purposes. Use of the Election Equipment and AVT Equipment for any other purpose is strictly prohibited absent express written consent of the County.
- 2.2 The City acknowledges and agrees that the Election Equipment and AVT Equipment may contain proprietary and trade secret information that is owned by a third party and is protected under state and federal copyright law or other laws, rules, regulations and decisions. The City shall protect and maintain the proprietary and trade secret status of the Election Equipment and AVT Equipment.

## Section 3

### HANDLING OF EQUIPMENT AND INDEMNIFICATION

- 3.1 The City shall be responsible for the Election Equipment and AVT Equipment while it is in the City's custody, possession or control. The City, either through insurance or a self-insurance program, shall be responsible for all costs, fees, damages and expenses including but not limited to personal injury, storage, damage, repair and/or replacement of the Election Equipment and AVT Equipment while it's in the City's custody and this Agreement is in effect,

consistent with the City's defense and indemnity obligations contained in Section 7.6 herein.

- 3.2 The City shall be responsible for the transporting of the Election Equipment and AVT Equipment from and to the County. The City shall be responsible for all costs, including but not limited to shipping, related to the repair or replacement of lost, stolen, destroyed or damaged Election Equipment and AVT Equipment as well as the maintenance and repair costs described in Sections 5.1 and 5.2.

#### Section 4

### TERM, TERMINATION

- 4.1 This Agreement commences September 1, 2013 and expires August 31, 2014. Thereafter, this Agreement shall automatically renew for additional one year periods unless either party notifies the other party, on or before June 1<sup>st</sup> of that year, of its intention not to renew. Termination of this Agreement by the City shall not relieve the City of any duties or obligations hereunder including but not limited to the obligation to pay amounts due and payable. Upon expiration or any termination of this Agreement, the City shall return the Election Equipment and/or AVT Equipment within a reasonable time and in good operating condition except for routine wear and tear.

#### Section 5

### MAINTENANCE

- 5.1 **Maintenance Agreement (DS200)** The County has entered into an agreement with a third-party ("Maintenance Vendor") for maintenance and repair of the Election Equipment as more fully described in Addendum A ("Maintenance Services). The City will obtain Maintenance Services for the Election Equipment directly from the Maintenance Vendor including but not limited to scheduling and supervising the Maintenance Vendor. City shall pay County the per unit amount that County pays to the Maintenance Vendor plus any additional costs incurred by County as the same are directly related to maintenance and repair of the Election Equipment leased by the City which may include the cost of replacement parts.
- 5.2 **Maintenance Agreement (AVT Equipment).** The County has entered into an agreement with a third-party ("AVT Maintenance Vendor") for maintenance and repair of the AVT Election Equipment ("AVT Maintenance Services). The City will obtain AVT Maintenance Services for the AVT Election Equipment directly from the AVT Maintenance Vendor including but not limited to scheduling and supervising the AVT Maintenance Vendor. City shall pay County the per unit amount that County pays to the AVT Maintenance Vendor plus any additional costs incurred by County as the same are directly related to maintenance and

repair of the AVT Election Equipment leased by the City which may include the cost of replacement parts.

- 5.3 The City agrees not to make any repairs, changes, modifications or alterations to the Election Equipment or AVT Equipment that are not authorized by Hennepin County and said vendors.
- 5.4 After reasonable notice, the County shall have the right to enter into and upon the premises where the Election Equipment and AVT Equipment is located for the purposes of inspecting the same or observing its use. On an annual basis, during the term of this Agreement, the City shall comply with the County's request for verification of Election Equipment and AVT Equipment inventory.
- 5.5 The City agrees to provide notice to Maintenance Vendor and/or AVT Maintenance Vendor of any defects or malfunctions with the Election Equipment and/or AVT Equipment within twenty-four (24) hours. The City also agrees to provide the County with notice of such malfunctions or defects and the Maintenance Vendor and/or AVT Maintenance Vendor response within a reasonable time.

## Section 6

### PROGRAMMING AND ACCUMULATION

- 6.1 **Programming.** The County will be responsible for programming the DS200 Digital Scan Election Equipment at no charge to jurisdictions for all races in all elections.
- 6.2 **Programming Costs.** The City is responsible for paying to the County the programming costs of the AVT Equipment described in paragraph 1.2 at an amount prorated upon the number of columns devoted to the City's races on the ballot.
- 6.3 **Results Transmission and Accumulation.** The County has invested a significant amount of resources in equipment that allows the DS200 Digital Scan tabulators to electronically transmit election results via wireless technology from each polling place to a central location and for those results to be accumulated and posted on the County's website. There is also a significant operational cost associated with each use of this transmission and accumulation process.
- 6.4 For Cities with a primary and/or a general election, as described in Minn. Stat. §§ 205.065 and 205.07, in the even-numbered years, the County will provide results transmission and accumulation of results of City races in the primary and general election at no cost to the City.
- 6.5 For Cities with a primary and/or a general election, as described in Minn. Stat. §§ 205.065 and 205.07, in the odd-numbered years, upon written request by the city, the County will perform the electronic transmission and accumulation of

results of City races in the primary and general election, at a cost of \$100 per polling place for the primary, and \$100 per polling place for the general election. The County will not perform the electronic transmission and accumulation of votes cast in any other City elections, unless by mutual agreement with the City. The County may, in its sole discretion, elect to waive this fee.

## Section 7

### OTHER TERMS AND CONDITIONS

7.1 **No Waiver.** No delay or omission by either party hereto to exercise any right or power occurring upon any noncompliance or default by the other party with respect to any of the terms of this Agreement shall impair any such right or power or be construed to be a waiver thereof unless the same is consented to in writing. A waiver by either of the parties hereto of any of the covenants, conditions, or agreements to be observed by the other shall not be construed to be a waiver of any succeeding breach thereof or of any covenant, condition, or agreement herein contained. All remedies provided for in this Agreement shall be cumulative and in addition to, and not in lieu of, any other remedies available to either party at law, in equity, or otherwise.

7.2 **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota.

7.3 **Entire Agreement.** It is understood and agreed that the entire Agreement between the parties is contained herein and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof. Pursuant to the foregoing, the parties acknowledge and agree that Agreement A-052280 between the parties is hereby terminated and replaced with this Agreement.

All items referred to in this Agreement are incorporated or attached and are deemed to be part of this Agreement. Any alterations, variations, modifications, or waivers of provisions of this Agreement shall only be valid when they have been reduced to writing as an amendment to this Agreement signed by the parties hereto.

7.4 **No Assignment.** Neither party shall assign, sublet or transfer this Agreement, either in whole or in part, without the prior written consent of the other party, and any attempt to do so shall be void and of no force and effect.

7.5 **Limited Warranty.** County warrants that it owns title to the Election Equipment and AVT Equipment, or to the extent it does not own title, that it has all rights necessary to grant the licenses herein.

7.6 **No Warranty.** COUNTY IS PROVIDING THE ELECTION EQUIPMENT AND AVT EQUIPMENT ON AN AS-IS BASIS WITH NO SUPPORT WHATSOEVER.

THERE IS NO WARRANTY OF MERCHANTABILITY, NO WARRANTY OF FITNESS FOR PARTICULAR USE, NO WARRANTY OF NON-INFRINGEMENT, NO WARRANTY REGARDING THE USE OF THE INFORMATION OR THE RESULTS THEREOF AND NO OTHER WARRANTY OF ANY KIND, EXPRESS OR IMPLIED.

Pursuant to the foregoing, the City agrees that the County is furnishing the Election and AVT Equipment on an "as is" basis, without representation or any express or implied warranties, other than those provided by the Maintenance Vendor and/or AVT Maintenance Vendor, including but not limited to, fitness for particular purpose, merchantability or the accuracy and completeness of the Election Equipment or AVT Equipment. The County does not warrant that the Election Equipment and/or AVT Equipment will be error free. The County disclaims any other warranties, express or implied, respecting this agreement or the Election or AVT Equipment.

The City's exclusive remedy and the County's sole liability for any substantial defect which impairs the use of the Election Equipment and/or AVT Equipment for the purposes stated herein shall be the right to terminate this Agreement.

- 7.7 IN NO EVENT SHALL THE COUNTY BE LIABLE FOR ACTUAL, DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL DAMAGES (EVEN IF THE COUNTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE) OR LOSS OF PROFIT, LOSS OF BUSINESS OR ANY OTHER FINANCIAL LOSS OR ANY OTHER DAMAGE ARISING OUT OF PERFORMANCE OR FAILURE OF PERFORMANCE OF THIS AGREEMENT BY THE COUNTY.

The County and the City agree each will be responsible for their own acts and omissions under this Agreement and the results thereof including but not limited to the acts or omissions of the party's subcontractors, employees and other personnel and shall to the extent authorized by law defend, indemnify and hold harmless the other party from any liability, claims, causes of action, costs or expenses resulting directly or indirectly from such acts and/or omissions. Each party shall not be responsible for the acts, errors or omissions of the other party under the Agreement and the results thereof. The parties' respective liabilities shall be governed by the provisions of the Municipal Tort Claims Act, Minnesota Statutes Chapter 466, and other applicable law. The statutory limits of liability for some or all of the parties may not be added together or stacked to increase the maximum amount of liability for any party. This paragraph shall not be construed to bar legal remedies one party may have for the other party's failure to fulfill its obligations under this Agreement. Nothing in this Agreement constitutes a waiver by the City or County of any statutory or common law defenses, immunities, or limits on liability.

- 7.8 **Notice.** Any notice or demand shall be in writing and shall be sent registered or certified mail to the other party addressed as follows:

To the City: City of Woodland  
20225 Cottagewood Road, Deephaven, MN 55331

To the County: Hennepin County Administrator  
A-2300 Government Center (233)  
Minneapolis, MN 55487-0233

Copy to: Mark Chapin  
Director, Taxpayer Services Department  
A-600 Government Center (060)  
Minneapolis, MN 55487-0060

- 7.9 **Audit Provision.** Both parties agree that either party, the State Auditor, or any of their duly authorized representatives at any time during normal business hours, and as often as they may reasonably deem necessary, shall have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, etc., which are pertinent to the accounting practices and procedures of the other party and involve transactions relating to this Agreement. Such materials shall be maintained and such access and rights shall be in force and effect during the period of the contract and for six (6) years after its termination or cancellation.
- 7.10 **Whereas Clauses.** The matters set forth in the "Whereas" clauses on page one of this Agreement are incorporated into and made a part hereof by this reference.
- 7.11 **Survival of Provisions.** It is expressly understood and agreed that the obligations and warranties of the City and County hereof shall survive the completion of performance and termination or cancellation of this Agreement.
- 7.12 **Authority.** The person or persons executing this Lease Agreement on behalf of the City and County represent that they are duly authorized to execute this Lease Agreement on behalf of the City and the County and represent and warrant that this Lease Agreement is a legal, valid and binding obligation and is enforceable in accordance with its terms.
- 7.13 The parties shall comply with applicable law including but not limited to the provisions of the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13 (MGDPA).

**THE REMAINDER OF THIS PAGE IS BLANK.**

**Addendum A**  
**Post Warranty Maintenance and Support Services**

**1. Term; Termination.** This Addendum A for Hardware Maintenance and Software Maintenance and Support Services shall be in effect for the coverage period as described in Schedule 5-1 (the "Initial Term"). Upon expiration of the Initial Term, this Addendum A shall automatically renew for an unlimited number of successive Two Year Periods (each a "Renewal Period") until this Agreement is terminated by the first to occur of (a) either party's written election not to renew, which shall be delivered to the other party at least thirty (30) days prior to the end of the Initial Term or any Renewal Period, as applicable, (b) the date which is thirty (30) days after either party notifies the other that it has materially breached this Agreement, if the breaching party fails to cure such breach (except for a breach pursuant to subsection (e), which will require no notice), (c) the date which is thirty (30) days after CONTRACTOR notifies COUNTY that it is no longer able to procure replacement parts that may be needed in order to perform the Hardware Maintenance Services contemplated hereunder, (d) the date on which the Equipment or firmware installed thereon is no longer certified by federal and/or state authorities for use in COUNTY's jurisdiction, or (e) the date which is thirty (30) days after COUNTY fails to pay any amount due to CONTRACTOR under this Agreement. Upon the termination of the license, COUNTY shall immediately return the Software and Documentation (including any and all copies thereof) to CONTRACTOR, or (if requested by CONTRACTOR) destroy the Software and Documentation and certify in writing to CONTRACTOR that such destruction has occurred. The termination of this Agreement shall not relieve COUNTY of its liability to pay any amounts due to CONTRACTOR hereunder and shall only entitle COUNTY to a prorated refund of any fees already paid to CONTRACTOR in the event that this Agreement is terminated pursuant to subsection 1(c) or 1(d) above.

**2. Fees.** In consideration for CONTRACTOR's agreement to provide Hardware Maintenance and Software Maintenance and Support Services under this Agreement, COUNTY shall pay to CONTRACTOR the Hardware Maintenance and Software Maintenance and Support Fees set forth on Schedule 5-1 for the Initial Term. The Hardware Maintenance and Software Maintenance and Support Fees for any Renewal Period shall be as agreed to by the parties and such fees will not exceed CONTRACTOR's list prices which are in effect at the time of commencement of such Renewal Period. The Renewal Period fees are due and payable no later than thirty (30) days prior to the beginning of such renewal period. The Software Maintenance and Support Fees shall be comprised of (I) a fee for the Software Maintenance and Support of the CONTRACTOR Firmware, and (II) a fee for the Software Maintenance and Support for all other CONTRACTOR Software, and shall be in addition to any fees or charges separately referred to in any Section of this Agreement. If COUNTY elects to receive Hardware Maintenance or Software Maintenance and Support for an Add-On License or New Product during the Initial Term or any renewal thereof, CONTRACTOR will charge an incremental fee for such services. In the event COUNTY terminates this Agreement through no fault of CONTRACTOR and later desires to subscribe to a Hardware Maintenance or Software Maintenance and Support Plan, or otherwise changes its Hardware Maintenance or Software Maintenance and Support Plan with CONTRACTOR during the Initial Term or any renewal thereof, CONTRACTOR will charge the COUNTY its then current contract administration fee in order to process such new subscription for, or change in, Hardware Maintenance or Software Maintenance and Support Coverage.

ARTICLE II

**HARDWARE**

**1. Maintenance Services.** The Hardware Maintenance Services to be provided to COUNTY under this Agreement for the CONTRACTOR equipment listed on Schedule 5-1 is set forth on Schedule 5-1 (the "Products") and shall be subject to the following terms and conditions:

a. **Routine Maintenance Services.** A CONTRACTOR Representative shall provide such services as may be necessary to keep the Products in Normal Working Condition ("Routine Maintenance Services") once each Twenty-Four (24) Months during the Initial Term or any renewal thereof. Generally, Routine Maintenance Services shall include cleaning, lubrication, diagnostic check, and calibration services. The Routine Maintenance Services shall not include the repair or replacement of any CONTRACTOR Equipment components that are consumed in the normal course of operating the

Equipment, including, but not limited to, paper rolls, batteries, removable media storage devices, PCMCIA cards, ink pads, ink cartridges or marking devices. COUNTY may request that Routine Maintenance Services be performed more than once during the initial Term or any Renewal Period. Any such request shall be made at least sixty (60) days before the Routine Maintenance Services are desired. The per-unit fee for such additional Routine Maintenance Services is set forth on Schedule 5-1 and shall be due within thirty (30) days after invoice date. At the request of COUNTY, CONTRACTOR shall provide a reasonably detailed record of all Routine Maintenance Services performed with respect to the Products. CONTRACTOR will schedule the Routine Maintenance Services with COUNTY. The Routine Maintenance Services will be provided at COUNTY's Designated Location. COUNTY's "Designated Location" shall mean COUNTY's owned or leased facility at which COUNTY desires CONTRACTOR to perform the Hardware Maintenance Services, such locations may not be COUNTY owned or leased facilities and may include city halls. COUNTY acknowledges and agrees that the performance of Routine Maintenance Services for Product(s) identified on Schedule 5-1 as "depot repair only" shall only be provided pursuant to Section 1(b) below.

b. Repair Services.

I. Defects Under Normal Use and Service. If a defect or malfunction occurs in any Product while it is under normal use and service, COUNTY shall promptly notify CONTRACTOR, and CONTRACTOR shall use reasonable efforts to restore the item to Normal Working Condition as soon as practicable. The services provided by CONTRACTOR pursuant to this Subsection 1(b)(i) are referred to herein as "Repair Services". CONTRACTOR will perform Repair Services in conjunction with a preventative maintenance event as follows: Repair Services for Products covered under this Agreement will be performed at COUNTY's Designated Location.

Defects Due to COUNTY Actions or Omissions. If a defect or malfunction occurs in any Product as a result of (1) repairs, changes, modifications or alterations not authorized or approved by CONTRACTOR, (2) accident, theft, vandalism, neglect, abuse or use that is not in accordance with instructions or specifications furnished by CONTRACTOR or (3) causes beyond the reasonable control of CONTRACTOR or COUNTY, including acts of God, fire, flooding, riots, acts of war, terrorism or insurrection, labor disputes, transportation delays, governmental regulations, and utility or communication interruptions, rodent infestation, or if COUNTY does not notify CONTRACTOR within 24 hours after it knows of the defect or malfunction or is otherwise not in compliance with its obligations hereunder, COUNTY shall pay CONTRACTOR for the Repair Services at CONTRACTOR'S then-current rates, as well as for the cost of all parts used in connection with such Repair Services.

iii. Timing. The date(s) on which any Repair Services shall be provided shall be mutually agreed upon by CONTRACTOR and COUNTY. If COUNTY requires CONTRACTOR to provide "emergency" Repair Services (which shall be defined as Repair Services that are provided within 48 hours after COUNTY notifies CONTRACTOR of the need therefor), and such emergency Repair Services are not needed as a result of an action, error or omission by CONTRACTOR, COUNTY shall pay a surcharge, as set forth on Schedule 5-1.

iv. Loaner Unit. At COUNTY's request and if such product is available, CONTRACTOR shall use reasonable efforts to promptly make available to COUNTY a product that is the same as, or substantially similar to, the Product for which Repair Services are being performed (a "Loaner Unit"). If the Repair Services are being performed pursuant to Subsection 1(4)(11) above, COUNTY shall pay CONTRACTOR for the use of the Loaner Unit at CONTRACTOR's then-current rates including the cost of shipping.

c. Exclusions. CONTRACTOR has no obligation under this Agreement to (i) assume the obligations under any existing or expired warranty for a Third Party Item; (ii) repair or replace Product

components that are consumed in the normal course of operating the Product, including, but not limited to, paper rolls, batteries, removable media storage devices, PCMCIA cards, ink pads, ink cartridges or marking devices, or (iii) repair any Product from which the serial number has been removed or altered. In addition, CONTRACTOR may, at any time in its discretion, determine that any Product is no longer fit for Hardware Maintenance Services because it is in such poor condition that it cannot practically be restored to Normal Working Condition, or cannot be restored to Normal Working Condition at an expense that is less than the then-current value of the Product. If such a determination is made, CONTRACTOR shall no longer be required to provide Hardware Maintenance Services for such Product. CONTRACTOR shall also refund to COUNTY an amount equal to (1) that portion of the most recent fee paid for Hardware Maintenance Services that is attributable to such Product, multiplied by (2) a fraction, the numerator of which is the remaining number of days in the respective period within the Initial Term or Renewal Period for which such fee was paid and the denominator of which is the total number of days in *the* respective period within such Initial Term or Renewal Period.

**d. Sole Provider Access.** COUNTY shall not permit any individual other than an CONTRACTOR Representative to provide maintenance or repairs with respect to the Products for so long as the Initial Term or any Renewal Period is in effect. COUNTY shall provide CONTRACTOR Representatives with all information necessary to enable them to provide Hardware Maintenance Services. COUNTY shall likewise provide full access to the Products, and adequate working space for all Hardware Maintenance Services performed at its Designated Location, including sufficient heat, lights, ventilation, electric current and outlets.

**e. Storage.** When not in use, Products should be stored in a clean, secure environment. During operation of the Products, the facility temperature range should be 50° to 104 and the moisture range should be 10% to 50% relative humidity.

**f. Reinstatement of Hardware Maintenance Services: Inspection.** If the Initial Term or any renewal thereof expires without being renewed, COUNTY may thereafter resume receiving Hardware Maintenance Services upon (a) notification to CONTRACTOR and (b) the granting to CONTRACTOR of access to the Products. CONTRACTOR requires COUNTY to allow it to inspect such Products before it provides any Hardware Maintenance Services. The purpose of such inspection shall be to determine whether or not the Products are fit for the ordinary purpose for which they are to be used, normal wear and tear excepted ("Normal Working Condition"). The cost of such inspection will be at the current published CONTRACTOR Technician labor rate and shall be due from COUNTY within thirty (30) days of its receipt of CONTRACTOR's invoice therefore. If any of the Products is not in Normal Working Condition, CONTRACTOR, at the option of COUNTY, (i) shall provide such repairs and replacements as it deems reasonable and necessary to restore such item to Normal Working Condition, at COUNTY's expense with respect to the cost of any labor (charged at the current published CONTRACTOR Technician labor rate) and parts used in such repairs or replacements, or (ii) shall not provide any Hardware Maintenance Services with respect to such Product(s).

### ARTICLE III

#### SOFTWARE MAINTENANCE AND SUPPORT SERVICES

**1. Services Provided.** CONTRACTOR shall provide maintenance and support services ("Software Maintenance and Support") for the CONTRACTOR Software and CONTRACTOR Firmware (collectively, "CONTRACTOR Software"), to enable it to perform in accordance with its Documentation in all material respects, and to cure any defect in material or workmanship. The specific Software Maintenance and Support services provided by CONTRACTOR and each party's obligations with respect to such services are set forth on Schedule 5-1.

**2. Updates.** During the Initial Term and any Renewal Period thereof, CONTRACTOR may provide new releases, upgrades or maintenance patches to the CONTRACTOR Software, along with appropriate documentation ("Updates"), on a schedule defined by CONTRACTOR. COUNTY is responsible for obtaining and

Installing any upgrades or purchases of third party hardware or software required to operate the Updates. All Updates shall be deemed to be "Software", and shall be subject to all the terms and conditions of CONTRACTOR's license of the Software, upon delivery. COUNTY shall install Updates in accordance with CONTRACTOR's recommended instructions or may request that CONTRACTOR install the Updates. In the event COUNTY requests CONTRACTOR to install an CONTRACTOR Firmware Update, CONTRACTOR shall install such Update only in connection with the Routine Maintenance Services provided herein. CONTRACTOR may charge COUNTY at its then-current rates to (a) ship the Updates, (b) install the Updates (c) provide maintenance and support on the Software which is required as a result of COUNTY's failure to timely install an Update or (d) train the COUNTY on the Updates. COUNTY shall be responsible for any claim, damage, loss, judgment, penalty, cost, amount paid in settlement or fee which is caused by COUNTY's failure to install and use the most recent Update provided to it by CONTRACTOR. If COUNTY proposes changes in the Software to CONTRACTOR, such proposals will become CONTRACTOR'S property. CONTRACTOR may, in its sole discretion, elect to make or not to make such changes without reference or compensation to COUNTY or any third party. CONTRACTOR represents to COUNTY that the Updates will comply with all applicable state law requirements at the time of delivery. COUNTY shall be responsible to ensure that it has Installed and is using only certified versions of Software in accordance with applicable law. COUNTY shall pay CONTRACTOR for any Update which is required due to a change in federal or state law.

3. Conditions. CONTRACTOR shall not provide Software Maintenance and Support for any item of CONTRACTOR Software if such item requires such services as a result of (a) repairs, changes, modifications or alterations not authorized or approved by CONTRACTOR, (b) accident, theft, vandalism, neglect, abuse or use that is not in accordance with instructions or specifications furnished by CONTRACTOR, (c) causes beyond the reasonable control of CONTRACTOR or COUNTY, including acts of God, fire, riots, acts of war, terrorism or insurrection, labor disputes, transportation delays, governmental regulations and utility or communication interruptions, (d) COUNTY's failure to timely and properly install and use the most recent update provided to it by CONTRACTOR, (e) COUNTY'S failure to notify CONTRACTOR within 24 hours after COUNTY knows of the need for such services, or (f) if COUNTY is otherwise not in compliance with its obligations under this Agreement. Any such Software Maintenance and Support shall be provided at the fees to be agreed upon by the parties if and when the need for such Software Maintenance and Support arises. Replacement versions of Software requested by COUNTY as a result of items set forth in this Section 3 or as a result of COUNTY'S actions or inactions shall be billable to COUNTY at CONTRACTOR's then current rates.

4. Proprietary Rights. CONTRACTOR shall own the entire right, title and interest In and to all corrections, programs, information and work product conceived, created or developed, alone or with COUNTY or others, as a result of or related to the performance of this Agreement, including all proprietary rights therein or based thereon. Subject to the payment of all Software Maintenance and Support Fees, CONTRACTOR hereby grants to COUNTY a non-exclusive license to use that portion of such corrections, programs, information and work product that CONTRACTOR actually delivers to COUNTY pursuant to this Agreement. All licensed items shall be deemed to be CONTRACTOR Software for purposes of this Agreement. Except and to the extent expressly provided herein, CONTRACTOR does not grant to COUNTY any right, license, or other proprietary right, express or implied, in or to any corrections, programs, information, or work product covered by this Agreement.

5. Reinstatement of Software Maintenance and Support. if the Initial Term or any Renewal Period thereof expires without being renewed, COUNTY may thereafter resume receiving Software Maintenance and Support upon (a) notification to CONTRACTOR, (b) payment of all fees, including a reinstatement charge, which would have been due to CONTRACTOR had the Initial Term or any Renewal Period not expired, and (c) the granting to CONTRACTOR of access to the CONTRACTOR Software, so that CONTRACTOR may analyze it and perform such maintenance as may be necessary before resuming the Software Maintenance and Support.

S c h e d u l e 5 - 1

**CONTRACTOR HARDWARE MAINTENANCE FEES**

Initial Maintenance Term: Five (5) Years Beginning Upon Expiration of the Warranty Period

Qty	Description	Annual Maintenance Fee Per Unit	Annual Maintenance Fee in Total
550	DS200 Scanner	<b>\$187.20</b>	\$102,960.00
4	DS850 Scanner	\$3,465.90	\$13,863.60
Total Annual Hardware Maintenance Fees for the Initial Term			<b>\$116,823.60</b>

Note 1: The Per-Unit Fees If **COUNTY requests more than one Routine Maintenance visit in a 24-month period shall be 55% of the then** current maintenance fee per unit.

Note 2: Surcharge for Emergency Repair Services shall be 150% of the then current maintenance fee **per unit**.

**Note 3: COUNTY's Designated Locations: To be provided by the COUNTY**

**Note 4:** Upon expiration of the Initial Maintenance Term, this Agreement shall automatically renew for an unlimited number of successive two-year periods (each a "Renewal Period") until this Agreement is terminated **according to Article I, Section 1.**

**Hardware Maintenance Services Provided by CONTRACTOR Under the Agreement**

1. Telephone support.
  - CONTRACTOR will provide Hardware support on procedural questions of a specific nature not covered in CONTRACTOR's Hardware User Manuals;
  - CONTRACTOR will verify the appropriate steps to take to resolve Issues identified by the COUNTY.
  
2. Issue Resolution. (to be provided on a limited basis)
  - CONTRACTOR will provide Hardware issue resolution on a limited basis once the COUNTY has followed all issue resolution procedures as set forth in the Equipment User Manuals and as directed in the required training course. If it becomes apparent that the COUNTY has not followed the appropriate Equipment User Manual and/or training directives, COUNTY will be advised to begin the issue resolution process over by following the procedures identified in the Equipment User Manuals or by utilizing CONTRACTOR Election Services. The COUNTY may also be advised that additional training may be necessary to ensure the COUNTY has the appropriate level of issue resolution training.
  
3. CONTRACTOR posts Technical Bulletins available through COUNTY's CONTRACTOR Web-based portal.

4. Routine Maintenance Services.

- Onsite scheduled maintenance inspection per Article 2, Section 1a. The inspection includes:
  - Service performed by an CONTRACTOR trained and certified technician.
  - Performance of factory approved diagnostics on the unit, identifying and making adjustments where necessary as indicated by the testing.
  - Replacement of worn or defective with new or remanufactured federally and state certified parts.
  - Conducting a final test to verify that the unit is working according to manufacturer's specifications.
  - Use of a checklist tailored for each piece of equipment.
  - Update of maintenance records which are kept by serial number and available to you through your CONTRACTOR Web-based portal.

5. Repair Services.

- COUNTY receives coverage for interim repair calls.
  - Interim calls may be scheduled during the regular Routine Maintenance Services event or scheduled in conjunction with other service work being performed in close proximity of COUNTY's location if they are not election critical.
  - A Product may be sent to CONTRACTOR's Depot location for repairs at a time to be mutually agreed upon by CONTRACTOR and COUNTY.

6. Priority Services.

- COUNTY has access to the CONTRACTOR Help Desk for assistance.
- The customer receives priority on service calls.
- The customer receives priority on response time.
- The customer receives priority on certified CONTRACTOR parts inventory.

Note: Except for those Hardware Maintenance Services specifically set forth herein, CONTRACTOR is under no obligation and shall not provide other Hardware Maintenance Services to the COUNTY unless previously agreed upon in writing by the parties.

**CONTRACTOR SOFTWARE MAINTENANCE AND SUPPORT FEES**

Initial Maintenance Term: Five (5) Years Beginning Upon Expiration of the Warranty Period

Listed below are the Unity Software Modules and Fees for which Software Maintenance and Support will be provided:

Qty	Description	Annual Software Maintenance and Support
1	ElectionWare PYO Standard Software includes ElectionWare Reporting, Rank Choice Voting, Automated Test Deck, Synthesized	\$41,998.00
Total Annual Software Maintenance and Support Fees for the Initial Term		<b>\$41,998.00</b>

Listed below are the Hardware Products and Fees for which Firmware Maintenance and Support will be provided:

Qty	Description	Annual Firmware Maintenance and Support Fee Per Unit	Annual Firmware Maintenance and Support Fee In Total
550	DS200 Scanner	Included in Hardware Maintenance Fee	Included in Hardware Maintenance Fee
4	DS850 Scanner	Included in Hardware Maintenance Fee	Included in Hardware Maintenance Fee
Total Annual Firmware Maintenance and Support Fees for the Initial Term			Included In Hardware Maintenance Fee

**Software Maintenance and Support Services Provided by CONTRACTOR Under the Agreement**

1. Telephone support.

- CONTRACTOR will provide Software support on procedural questions of a specific nature not covered in CONTRACTOR'S Software User Manuals;
- CONTRACTOR will verify the appropriate steps to take to resolve issues identified by the COUNTY.

2. Issue Resolution. (to be provided on a limited basis)

- CONTRACTOR will provide Software issue resolution on a limited basis once the COUNTY has followed all issue resolution procedures as set forth in the Software User Manuals and as directed in the required training course. If it becomes apparent that the COUNTY has not followed the appropriate Software User Manual and/or training directives, COUNTY will be advised to begin the issue resolution process over by following the procedures identified in the Software User Manuals or by utilizing CONTRACTOR Election Services, The COUNTY may also be advised that additional training may be necessary to ensure the COUNTY has the appropriate level of issue resolution training.

3. CONTRACTOR will provide Technical Bulletins available on the CONTRACTOR COUNTY Portal on a schedule to be determined by CONTRACTOR regarding specific issues the COUNTY may be experiencing.

Note: Except for those Software Maintenance and Support services specifically set forth herein, CONTRACTOR is under no obligation and shall not provide other Software Maintenance and Support services to the COUNTY unless previously agreed upon by the parties.

Software Maintenance and Support and Hardware Maintenance and Swoon Services— COUNTY Responsibilities

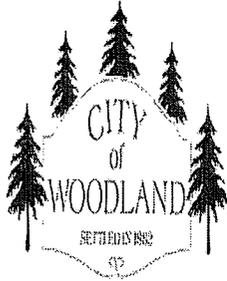
1. COUNTY's current software and hardware operator shall have completed a full software training session for each product selected.

COUNTY shall have completed training at a proficiency level to successfully use hardware (firmware) and software products for General and Primary elections.

- COUNTY shall have the ability to install firmware and application software and make changes to date and time settings.

• COUNTY shall have the ability to store equipment in accordance with CONTRACTOR requirements.

2. COUNTY shall have reviewed a complete set of User Manuals.
3. COUNTY shall have reviewed Training Checklists.
4. COUNTY shall be responsible for integration of any third party hardware or software application or system purchased by the customer, unless otherwise agreed upon, in writing, by the parties.
5. COUNTY shall be responsible for data extraction from COUNTY VR system.
6. COUNTY shall be responsible for implementation of any security protocols physical, network or otherwise.
7. COUNTY shall be responsible for COUNTY Acceptance of the hardware, unless otherwise agreed upon, in writing, by the parties.
8. COUNTY shall be responsible for any error or exception handling not identified in the User Guides as part of CONTRACTOR software or hardware.
9. COUNTY shall be responsible for customer network design, layout, set up, administration, maintenance or connectivity.
10. COUNTY shall be responsible for all costs associated with diagnosing ballot printing problems resulting from the use of non-CONTRACTOR Ballot Partner Printers ballots.



## WOODLAND CITY COUNCIL

MEETING DATE: August 12, 2013  
FROM: Shelley Souers, City Clerk  
SUBJECT: Appraisal Report for Stone Arch

### OVERVIEW

Woodland's current municipal insurance coverage does not cover repair or replacement of the Stone Arch.

Staff asked the League of Minnesota Cities Insurance Trust (LMCIT) to examine the structure and to inform the City regarding the cost of Insurance to make repairs or replace the arch structure.

The LMCIT Property in Open coverage quote for the Stone Arch is \$1,870 for the annual premium. The coverage limit is the attached Appraisal \$215,900 Replacement Cost. Perils of Loss covered include: tornado, vandalism, and vehicle damage. Each loss occurrence is subject to a \$250 deductible.

A professional appraisal firm was contacted by the LMCIT to conduct an independent appraisal of the structure for replacement cost for insurance purposes.

The appraised value of the stone arch structure for reproduction costs: \$215,900

Estimated construction date: 1910  
Renovation: 2011

Woodland's current liability Insurance coverage protects the City in the event of accident or injury caused in some manner from the Arch if the City is legally negligent.

### ACTION

Review the appraisal report and consider additional coverage for repair or replacement to the Arch.

# Appraisal Report for:

City of Woodland



Developed By:  
The League of Minnesota Cities



CONNECTING & INNOVATING  
SINCE 1913

Date: 7/30/2013

NCI – BIB  
Agent Contact:  
Carl Bennetsen  
PO Box 9396  
Minneapolis MN 55440-9396

City Contact: Shelley Souers  
Phone: 952-358-9936

Re: City of Woodland

Dear Carl,

LMCIT has completed the property appraisal. LMCIT utilized HCA Asset Management, LLC formally known as Hirons & Associates, a professional appraisal firm, to provide the appraisals on the following property:

- On site appraisals on newly acquired property with replacement cost values of \$1,000,000 or greater.

*Please forward to your city and review this appraisal.*

Enclosed in the pdf you will find:

- Schedule of Individual Locations, which lists the locations that were appraised.
- On Site Appraisals and a letter from HCA that outlines the onsite appraisal procedures and a schedule of property where the onsite appraisals were performed. These new appraised values are also listed on the Schedule of Individual Locations.

**You have 90 days to get back to us in regards to your appraisal values. At that time we will either use the appraisal values on the upcoming renewal or endorse, if the renewal has already been completed. Please review and get back to us.**

We recommend that the city review the appraised values at each location to make sure they feel that the values appear reasonable. This completes the appraisals on this city's newly acquired property with replacement value of \$1,000,000 or greater.

If you have any questions, please contact me at 651-281-1254 or Lisa Trebesch, the Appraisal Coordinator at 651-215-4085.

Cordially yours,

Martin Ericson, CPCU, AINS  
LMCIT Field Underwriting Manager





July 28, 2013

Mr. Martin Ericson, CPCU, AINS  
Field Underwriting Manager  
League of Minnesota Cities Insurance Trust  
145 University Avenue West  
St. Paul, MN 55103-2044

Dear Mr. Ericson:

HCA Asset Management, LLC has performed onsite inspections and valuation services for **the City of Woodland**; one of your programs' insured entities. We are pleased to submit our summary appraisal report for certain property of interest to the League of Minnesota Cities Insurance Trust.

## **I. Purpose:**

The sole purpose of our appraisal was to express our opinion of the replacement cost for insurance purposes. This report and the opinions of value expressed herein should be utilized for no other purpose. Additionally, for historically significant property, we have provided estimated Reproduction Cost. Definitions of both valuations are as follows:

**Replacement Cost (RC)** is the cost to construct or replace, at one time, an entire building of equal quality and utility. Modern materials and current methods, designs, and layouts are used for replacement. Replacement Cost does not take into consideration improvements necessary to conform to changed building codes, demolition, debris removal, site accessibility or site work, reuse of building components or services, overtime, bonuses for labor, soft costs, extraordinary fees, premiums for materials, or other contingencies. For insurance purposes, the prices used for labor, materials, overhead, profit and fees are those in effect as of the date of our appraisal.

**Cost of Reproduction New (CRN)** is the current estimated cost in terms of money, as of a specific date, incurred in reproducing a new replica of the property being appraised using the same, or closely similar, materials.

Exclusion is a provision in an insurance contract describing property or types of property that are not covered by policy language. Items excluded from the Replacement Cost value are:

1. Site Preparation;
2. Underground Plumbing; and,
3. Footings and Foundations (below the lowest occupied level)

*QUALITY SOLUTIONS • TIMELY DELIVERY*

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[WWW.HIRONSASSOCIATES.COM](http://WWW.HIRONSASSOCIATES.COM)



## **II. Scope and Methodology:**

HCA has conducted a field inventory of certain assets owned by the member. The scope of our project included the detailed appraisal of designated locations in the member. For these sites, HCA has provided a detail Building Report. A complete listing of properties appraised by our staff is included with the Summary & Detail Report formats accompanying this letter.

Our valuation report includes:

- Buildings / Structures
- Contents/Machinery and Equipment (Summary Totals only - based only on tally and modeling/comparison approach, not a detailed inventory)

Excluded from the scope of our service were the following:

- Land
- Licensed Vehicles
- Infrastructure assets
- Intangible assets
- Land Improvements
- Personal Property of others (tenants)
- Consumable supplies and spare parts
- Leased property and personal property of employees
- Architectural drawings and records

### **Buildings/Structures:**

Each building subject to our appraisal has been physically inspected. Square footage for each building was generated based on a review of blueprints, by physically measuring each building or by using existing documentation (i.e. CAD information) and then verifying the data provided. Major construction components and building elements were identified and valued as part of the overall structure. Building plans/notes and photographs were prepared for each site to become part of our proof of loss documentation, in addition to assisting with the valuation efforts.

### **Furniture, Machinery and Moveable Equipment:**

This category is often referred to as "Personal Property" or "Contents" in the insurance industry. HCA did not perform a detailed physical inventory of machinery and equipment assets. For insurance purposes, contents were either tallied and grouped by building to develop reasonable estimates of Replacement Cost, or the costs have been "modeled" based on similar properties previously appraised by our staff (estimated based on a standard cost per square foot). For larger, newly constructed locations, contents may also have been estimated based on a combination of original cost documentation provided by the City. Based on the accepted scope of our engagement, these results should not be used for more detailed proof-of-loss documentation.

Process equipment located in utility structures (i.e. pumps, motors, piping and electric, and other fixed/process machinery) has been valued as part of the Contents, and was not included as part of the Building value.



### III. Three Approaches to Value:

The appraisal industry supports three recognized approaches to value (Cost, Sales Comparison and Income Approaches). The three approaches, as defined by the American Society of Appraisers are:

**Cost Approach** – This approach is based on the proposition that the informed purchaser would pay no more for a property than the cost of producing a substitute property with the same utility as the subject property. It considers that the maximum value of a property to a knowledgeable buyer would be the amount currently required to construct or purchase a new asset of equal utility. When the subject asset is not new, the current cost new for the subject must be adjusted for all forms of depreciation and obsolescence as of the effective date of the appraisal. **For Insurance Appraisal purposes, this is the most appropriate approach to valuing assets, and the one utilized by our staff for this engagement.**

**Sales Comparison Approach** – This approach involves the comparison of comparable recent sales (or offerings) of similar assets to the subject. If the comparable sales are not exactly like the subject, adjustments must be made to the price of the comparable sales (or offerings). The adjustments may be either up or down in order to estimate what the comparable would have sold for if it had the same characteristics as the subject. This approach leads to an indication of the most probable selling price for the assets being appraised.

**Income Approach** – This approach considers value in relation to the present worth of future benefits derived from ownership and is usually measured through the capitalization of a specific level of income.

The most reliable data available for the type of assets included in the scope of our appraisal includes historical cost and replacement cost information. Sources for this information include, but are not limited to client historical costs, purchase orders, recent contracts, files, databases, past inventories, manufacturers' suggested retail price lists, manufacturers price quotes, bluebooks, industry price guides and retail equipment catalogs. It has been established that the Cost Approach is the most relative and appropriate for insurance purposes. For this reason, we decided to employ the Cost Approach.



#### IV. Summary

The appraisal report includes the following documents:

- This letter and attached Certification, summarizing our procedures and methodology;
- Tables indicating the coding and physical addresses for the locations inspected and valued;
- The attached appraisal reports (summary and detail) outlining our findings; and,
- A statement outlining our appraisal assumptions and conditions that limit use of the appraisal

Exclusions have been calculated according to our experience with property that is typically excluded for insurance purposes. We accept no responsibility of liability for the excluded property. It is our recommendation that you consult with your insurance agents so that these figures may be compared to those in your current coverage.

For insurance purposes it is our opinion that as of November 7, 2012, the estimates of value are as follows:

**Reproduction Cost:**

Building (Stone Arch)	\$ 215,900
Total Values for Properties Appraised:	<u>\$ 215,900</u>



## V. Appraisal Certification

I certify that, to the best of my knowledge and belief:

- The statements of fact contained in this report are true and correct.
- The reported analyses, opinions and conclusions are limited only by the reported assumptions and limiting conditions, and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.
- I have no present or prospective interest in the property that is the subject of this report, and I have no personal interest with respect to the parties involved.
- I have no bias with respect to any property that is the subject of this report or to the parties involved with this assignment.
- My engagement in this assignment was not contingent upon developing or reporting predetermined results.
- My compensation for completing this assignment is not contingent upon the reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
- I have made a personal inspection of all of the properties that are the subject of this report.

Respectfully Submitted,  
HCA Asset Management, LLC  
(d/b/a Hirons & Associates)

A handwritten signature in dark ink, appearing to read "Martin Ericson", is written over a horizontal line.

Vice President



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## **VI. Our Assumptions & Limiting Conditions**

1. It is assumed that the utilization of the improvements is within the boundaries or property lines of the property described and that there is no encroachment or trespass unless noted in the report. No survey has been offered or ordered in connection with the service.
2. Building areas discussed have been calculated in accordance with standards developed by the American Institute of Architects as included in AIA Document D101 "Methods of Calculating Areas and Volumes of Buildings".
3. It is assumed that there are no hidden or unapparent conditions of the property, subsoil, or structures that render them more or less valuable. No responsibility is assumed for such conditions or for arranging for engineering studies that may be required to discover them.
4. All engineering and architecture utilized by our staff is assumed to be correct.
5. We have assumed that the property is free from insect infestation, dry rot, and fungus growth. The mechanical systems, heating system, piping, plumbing, and other building service equipment have not been specifically tested, but are assumed to be in good working order and adequate for the buildings, unless specifically cited otherwise.
6. It is assumed that all applicable zoning and land use regulations have been complied with, unless nonconformity has been stated, defined, and considered in the appraisal report.
7. It is assumed that all required licenses, certificates of occupancy, consents, or other legislative or administrative authority from any local, state, or national government or private entity or organization have been, or can be obtained or renewed for any use on which the value estimate contained in this report is based.
8. It is assumed that there is full compliance with all applicable federal, state, and local environmental regulations and laws unless noncompliance is stated, defined, and considered in the appraisal report.
9. It is assumed that there are no hazardous substances on the subject property or on surrounding properties that would potentially adversely affect the value of the subject property. The analyses and value conclusions in this appraisal report are null and void should any such hazardous materials be discovered. We possess no expertise or qualifications for identifying hazardous materials. We assume no responsibility for investigating or arranging for competent engineering studies of the property to identify such hazardous materials.
10. The information furnished by others is believed to be reliable and has been confirmed with public records or a knowledgeable party when possible. However, no warranty is given for its accuracy.



11. All assets shown on any data files, maps, blueprints or inventory lists provided by the client are assumed to be owned, operated, and maintained by the client with no shared interest by another entity. No land surveys, title searches or legal determination of ownership has been conducted.
12. Any blueprints, maps or plans provided to HCA are assumed to be "as-built" plans.
13. Elevation determinations shown in our data and reports have been developed onsite, but should not be considered "certified" values.
14. Our appraisal is valid only for the function, which is stated herein. Any other use of, or reliance upon this report by you or third parties is invalid.
15. Liability of HCA and its employees for errors and omissions, if any, in this work is limited to the amount of its compensation for the work performed in this assignment.

We have acted as an independent contractor and have no personal interest, either present or contemplated, in the subject property. We certify that no fee received, or to be received, or the employment of our services, is in any way contingent upon the opinion reported. All files, work papers or documents developed during the course of the assignment shall be our property. We will retain these data for at least five years.

**NATURAL DISASTER DISCLAIMER**

Recovery and reconstruction from widespread natural disasters such as hurricane, tornado, earthquake or flood often create abnormal shortages of labor and materials typically resulting in significant price increases compared to conditions prior to the event. These increases, while temporary, may last for a year or more before returning to normal market conditions.

The values as reported herein are estimated based on normal market conditions and are considered appropriate the stated purpose of this report (insurance coverage). Some or all of the estimated values as reported herein may be inadequate for reconstruction or repair in periods after a widespread natural disaster.

HCA Asset Management, LLC

LMCIT 2013

Location Table

Entity	Site	Address	Building	Pg. Ref.
2013260	Woodland			
	01 Stone Arch Road			
		2845 STONE ARCH ROAD, INTERSECTION OF CR 101 & BREEZY POINT RD, WOODLAND, MN 55331		
			01 Stone Arch Structure (Historic)	1

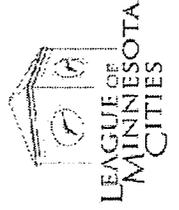


# Insurance Summary Report -RCV

LMCIT 2013

*Woodland*

As of Date: 07/10/2013							Replacement Cost (RC)	Total	
SITE: 01	Stone Arch Road	Year Built	ISO Class	No. Of Stories	Square Footage (Less Exclusions)	Building Contents			
	BLDG: 01	1910	6	1	0	\$0	\$215,900	\$215,900	
	Stone Arch Structure (Historic) 2845 STONE ARCH ROAD WOODLAND, MN 55331								
							<b>\$215,900</b>	<b>\$215,900</b>	
							<b>\$215,900</b>	<b>\$215,900</b>	



**HCA Asset Management, LLC**

**LMCIT 2013  
Insurance Detail Report**

As of date: 7/10/2013

**ENTITY:** 2013260 Woodland  
**SITE:** 01 Stone Arch Road  
**BUILDING:** 01 Stone Arch Structure (Historic)  
**ADDRESS:** 2845 STONE ARCH ROAD  
 WOODLAND, MN 55331  
**OCCUPANCY:** MONUMENT  
**FIRE PROTECTION AND SAFETY:** NOT APPLICABLE

**ISO CONSTRUCTION CLASS:** FIRE RESISTIVE  
**FRAMING:** NOT APPLICABLE  
**DATE OF CONSTRUCTION:** 1910  
**ADDITIONS (YES-YR. OR NO):** 0  
**RENOVATIONS (YES-YR OR NO):** 2011  
**NUMBER OF STORIES:** 1  
**GROSS/BASEMENT SF:** 0 / NO  
**ELEVATION (FT):** 940

**LATITUDE/LONGITUDE:** 44.950066°N 93.502281°W

**SPRINKLERED (YES-% OR NO):** NO  
**FOUNDATION:** CONCRETE FOOTING

**EXTERIOR WALLS:** NATIVE STONE ON MASONRY

**ROOFING:** NOT APPLICABLE

**PARTITION WALLS:** NOT APPLICABLE

**CEILING:** NOT APPLICABLE

**BUILDING SERVICES:** NONE

**FLOORING:** NOT APPLICABLE

**BUILDING FEATURES:** UNIQUE - SEE NARRATIVE BELOW



North Exposure (facing South)

**BUILDING:**

**REPLACEMENT COST NEW (RC):** \$215,900  
**EXCLUSION AMOUNT:** \$0  
**RC MINUS EXCLUSIONS:** \$215,900  
**PROPERTY IN THE OPEN:** \$0

**PERSONAL PROPERTY:**

**CONTENT VALUE:** \$0  
**EDP:** \$0

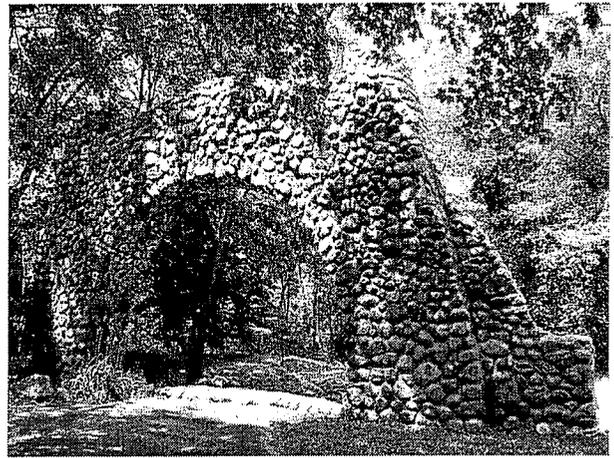
**BUILDING NOTES:**

HISTORIC, STONE ARCH CONSTRUCTED IN THE EARLY 1900'S OF STONES REPORTEDLY COLLECTED FROM LAKE MINNETONKA. APPROXIMATE DIMENSIONS: INNER SPAN = 20' X 12' HEIGHT. MAIN STRUCTURE IS 48" THICK X 6' WIDTH, EXCLUDING WING SECTIONS ON EACH END, ROUGHLY 4' HIGH X 5' LONG. OVERALL HEIGHT IS APPROXIMATELY 18'. RECENT RESTORATION DONE IN 2011, INCLUDING ADDITION OF BRONZE PLAQUE. ARCHITECT WAS REPORTEDLY MR. HARRY WILD JONES (LOCAL PROMINENCE). VALUE STATED IS ESTIMATE OF RECONSTRUCTION COST.





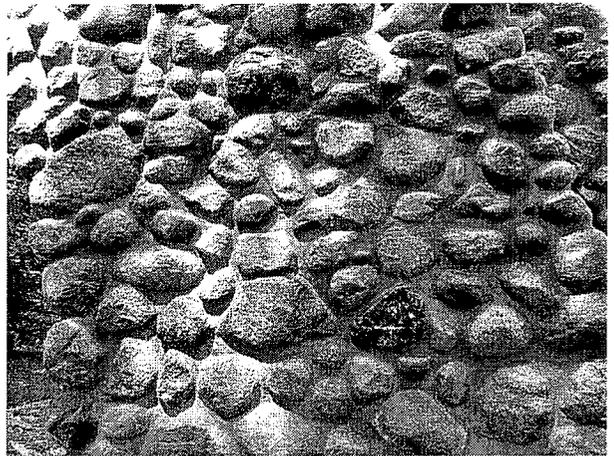
New (2011) Plaque at East Wing Wall



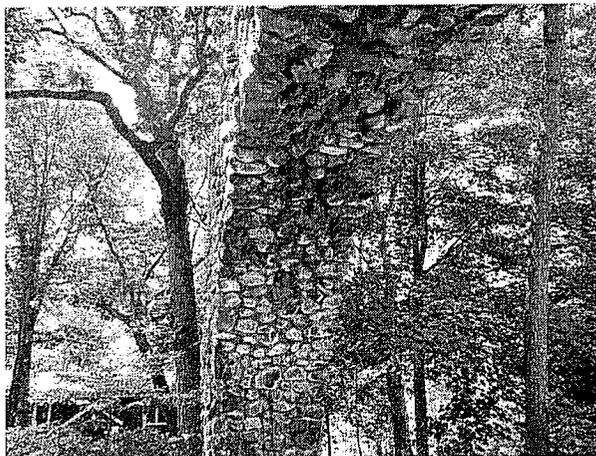
South Exposure (from driveway)



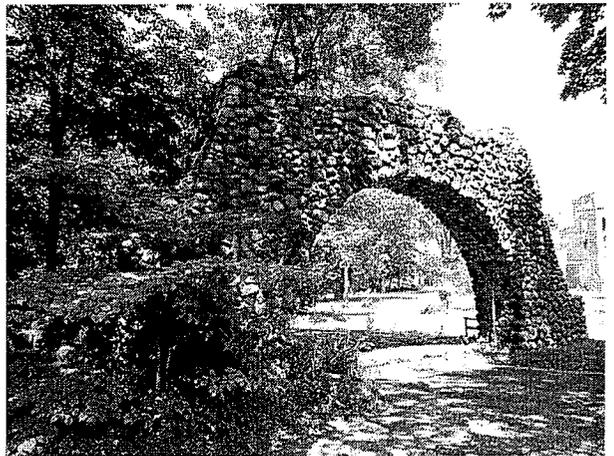
Southeast Exposure (from Street)



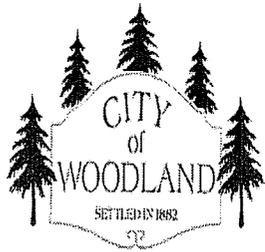
Example of random stonework configuration



Underside of Arch



Southwest exposure (from driveway)



## WOODLAND CITY COUNCIL

MEETING DATE: August 13, 2012  
FROM: Shelley Souers, City Clerk  
SUBJECT: Continued Budget Review and Discussion

### **OVERVIEW**

The Council reviewed the 2014 preliminary budget in July.

### **LEVY**

The 2014 property tax levy will increase approximately \$17,099 (5.34%) over the 2013 property tax levy.

### **EXPENDITURES**

The 2014 General Fund Expenditures estimated to increase \$19,349 (5.76%) over the 2013 Expenditures, due to increases in:

- Contracted services (police, fire, clerical, zoning, and legal service)
- Road Improvement funding
- Web site hosting services
- Modest increase in snow plow costs

### **REVENUES**

The 2014 General Fund Revenues (excluding the tax levy) increased by \$2,250 due to an anticipated increase in building permit revenue.

The Council will adopt the 2014 proposed budget and levy in September, which will be certified to the County.

Woodland has a very limited source of revenue, leaving the majority of the funds necessary to balance the budget to be provided by the tax levy.

### **ACTION**

No action necessary. Review Draft Budget.

A I J M K L M

**REVENUES**

Code		2011	2012	2013	2013	2013	2014
		Actual	Actual	Budget	YTD	Projection	Budget
	Taxes						
101-31010	Current Ad Valorem	290,577	308,488	320,228	156,180	320,000	337,327
101-31020	Delinquent Ad Valorem	4,995	3,281		3,012	3,000	
101-31910	Penalties	0	0	-	-		-
	Total Taxes	295,572	311,769	320,228	159,193	323,000	337,327
	Licenses and Permits						
101-32160	Professional License	600	600	500	550	600	600
101-32210	Building Permit Fees	19,919	3,473	8000	16,437	10,500	10,000
101-32240	Animal License	100	50	75	575	575	75
101-32250	Parking Permits	325	235	300	195	200	300
101-32260	Other Permits/Misc.	45	1,114	150	1,525	1,800	150
	Total Licenses and Permits	20,989	5,472	9025	19,282	13,675	11125
	Intergovernmental Aid						
101-33423	Gov. Aid - LGA	0	0	0	-	-	0
101-33610	Hennepin County Road Aid	0	3,748	0	-	-	0
101-33630	Recycling Grant	1602	1,580	1500	-	1,500	1400
	Total Intergovernmental Aid	1,602	5,328	1500	-	1,500	1400
	Charges for Service						
101-34103	Zoning & Subdivision	450	1,225	500	3,257	3,600	500
101-34207	False Alarm Fees	1,250	2,550	1200	1,250	1,750	1500
	Total Charges for Service	1,700	3,775	1700	4,507	5,350	2000

Increase in Levy  
17,099      5.34%

REVENUES

Code		2011	2012	2013	2013	2013	2014
		Actual	Actual	Budget	YTD	Projection	Budget
101-35101	Fines & Forfeitures	3,113	7,717	2500	1,794	3,000	2500
	Miscellaneous Income						
101-36100	Special Assessments / Stone Arch Donation	1,150	0	0	-	-	0
101-36102	Interest Income (divided btwn funds)	1,383	218	200	261	150	150
101-36220	Other Income 101-36220	4,491	2,137	500	476	550	500
101-36210	Stone Arch Donations		1,050	0	-	-	0
	Total Misc. Income	7,024	3,405	700	737	700	650
		2011	2012	2013	2013	2013	2014
	Actual						
	Actual	330,000	337,465	335,653	185,513	347,225	355,002
	Total Revenues						

## EXPENDITURES

Code	City Council	2011	2012	2013	2013	2013	2014	
		Actual	Actual	Budget	YTD	Projection	Budget	
101-41100-103	Council Salaries	240	240	240	-	240	240	Mayor \$80 - Council \$40 (annual)
101-41100-122	FICA Contributions	15	15	15	-	15	15	
101-41100-123	Medicare Contributions	4	3	5	32	32	35	
101-41100-371	Training/Conferences/mtg	87	219	200	136	200	200	Training for Council - LMC conf.
101-41100-439	Council/Contingency/Dues	285	30	100	49	100	100	luncheons/ meetings
	<b>Total</b>	<b>631</b>	<b>507</b>	<b>560</b>	<b>217</b>	<b>587</b>	<b>590</b>	

	Elections	2011	2012	2013	2013	2013	2014	
		Actual	Actual	Budget	YTD	Projection	Budget	
101-41200-103	Election Salaries	0	1,474	0	0	-	1,600	(new equip. & training required in 2014)
101-41200-214	Forms/Printing Publication	82	309	50	0	-	350	notices/print ballots - Registration cards/forms
101-41200-219	Operating Supplies	0	-	0	0	-	50	machine tape, supplies, etc..
101-41200-249	Minor Equipment Other	0	25	0	0	-	75	battery-ink-machine cards
101-41200-309	Other Professional Services	0	122	0	0	-	250	public works set-up
101-41200-319	Equipment Maintenance	301	301	325	-	325	535	(2) Machine Mtrc Agree /HAVA machines (ADA)
101-41200-322	Postage	9	11	25	0	-	50	absentee voting via mail
101-41200-372	Meals	0	220	0	0	-	240	16 judges added Training/new machine & Elect. Day
101-41200-419	Polling Place Rental	0	200	0	0	-	200	Polling location
101-41200-439	Election Misc.	0	43	0	0	0	50	Misc. election
	<b>Total</b>	<b>392</b>	<b>2,705</b>	<b>400</b>	<b>-</b>	<b>325</b>	<b>3,400</b>	

## EXPENDITURES

	General	2011	2012	2013	2013 YTD	2013	2014	
		Actual	Actual	Budget		Projection	Budget	
101-41400-214	Forms/newsletters	625	792	650	247	650	650	newsletter /tax notices/hmst apps
101-41400-219	Office/operational Supplies	218	457	450	127	450	450	letterhead/envel/rcpt books/bank checks/ prkg cards
101-41400-308	Zoning Coordinator	1,848	1,544	1,800	1,536	1,600	2,000	Zoning review -hourly
101-41400-309	Other Professional Services Website	119	177	150	1,926	1,950	500	Website (\$400/yr) + Misc. Svc.
101-41400-310	Clerical Services	45,280	45,655	48,257	28,150	48,257	49,664	Clerk/Treasurer- office space, equip, copies, ph
101-41400-322	Postage	327	286	500	78	500	500	
101-41400-351	Publish/Legal Notices	901	753	1,500	1,132	1,500	2,500	Ordinances, municipal requirements
101-41400-371	Training/Misc. contingency	52	57	60	-	60	60	LMC training courses /mileage/ meetings clerk/staff
101-41500-309	Assessor Contract	8,725	8,904	9,019	5,261	9,019	9,200	2 yr agreement (2% increase)
101-41600-304	Legal Services/General	1,202	1,599	6,000	4,182	6,000	8,000	Review Zoning Amendments
101-41600-305	Legal Services/Prosecution	1,252	1,458	2,500	847	2,200	2,500	monthly agreement
101-41700-301	Audit	10,410	10,723	11,000	11,000	11,000	11,000	
	Total	70,334	72,405	81,886	54,486	83,186	87,024	

**EXPENDITURES**

	Public Safety		2013	2013	2013	2013	2014	
	2011	2012						
	Actual	Actual	Budget	YTD	Projection	Budget		
101-42100-302	Jail/Workhouse Fees	0	0	0		0		
101-42100-310	Law Enforcement	101,321	102,230	104,278	60,829	104,278	106,363	
101-42200-309	Fire Protection	23,166	20,389	20,429	20,429	20,429	21,075	Contract with Wayzata
101-42200-319	Prof Svc. Fire Marshall	0	0	0	0	0	0	
101-42600-303	Engineering Fees	7,028	3,905	5,000	6,055	8,200	8,000	update Septic Ordinance & engineering (MS4 mapping)
	<b>Total</b>	<b>131,515</b>	<b>126,524</b>	<b>129,707</b>	<b>87,313</b>	<b>132,907</b>	<b>135,438</b>	

	Public Works		2013	2013	2013	2014		
	2011	2012						
	Actual	Actual	Budget	YTD	Projection	Budget		
101-43100-229	Street Improvement Project Transfer to Rd Fund	30,000	-	43,000	48,000	48,000	Major Rd Projects (sealcoat, overlay, striping) Includes soft costs (engineer) - Transfer - end of year (JE)	
101-43100-409	Hennepin Co. Road Aid Transfer to Rd Fund	0	-	0	0	0	transfer to rd fund once receive from County	
101-43900-226	Street Signs	2,006	1,700	1,200	93	600	600	new signs / labor (new signs & labor)
101-43900-310	Sweeping & minor road repairs (pothole patching)	7,626	5,216	7,500	4,819	7,000	6,000	minor Rd mntnc/pothole repair / sweeping / clean up sand wash (Cornerstone & PW)
101-43900-311	Storm Sewer/Misc. cleanup	0	-	200	14,898	14,898	1,000	culverts/ misc stormwater cleanup (replace culvert)
101-43900-312	Snow Plowing	34,665	17,007	37,000	34,162	37,000	38,000	Cornerstone snowplowing (4Yr avg. = \$30,360)
101-43900-313	Tree removal & mowing	4,599	6,566	8,000	1,924	8,000	8,000	mowing June/Sept - Trim trees/ brush
101-43900-319	Septic Review & new septic inspections	4,097	5,588	4,800	-	4,800	5,000	Annual Reviews \$65/HH + mileage + MetroWest Insp. new system
	<b>Total</b>	<b>82,993</b>	<b>36,077</b>	<b>101,700</b>	<b>98,896</b>	<b>72,298</b>	<b>106,600</b>	

**EXPENDITURES**

Misc. Expenses	2011	2012	2013	2013	2013	2014	
	Actual	Actual	Budget	YTD	Projection	Budget	
101-49000-309 Misc. Professional Service & deer control	670	719	750	0	750	750	deer removal (2)
101-49000-310 Recycling Contract	9,377	9,377	9,700	4,781	9,700	9,950	contract 3 yrs 2012-2013-2014
101-49000-369 Insurance	3,090	2,950	3,000	2,814	3,000	3,100	
101-49000-433 Dues & Subscriptions	6,790	6,978	7,800	4,856	7,800	8,000	LMCD \$6,698 LMC \$1063
101-49000-439 Miscellaneous	5	2,797	150	-	150	150	water kits/ misc (refund contingency check)
<b>Total</b>	<b>19,932</b>	<b>22,820</b>	<b>21,400</b>	<b>12,451</b>	<b>21,400</b>	<b>21,950</b>	
<b>Total General</b>	<b>2011</b>	<b>2012</b>	<b>2013</b>	<b>2013</b>	<b>2013</b>	<b>2014</b>	
<b>Fund Expenditures</b>	<b>Actual</b>	<b>Actual</b>	<b>Budget</b>	<b>YTD</b>	<b>Projection</b>	<b>Budget</b>	
	305,797	261,037	335,653	253,362	310,703	355,002	
	2011	2012	2013	2013	2013	2014	
	Actual	Actual	Budget	YTD	Projection	Budget	
Revenue	330,000	337,465	335,653	185,513	347,225	355,002	
Expenditures	305,797	261,037	335,653	253,362	310,703	355,002	
Fund Balance (Rev-Exp)	24,203	76,428	0	(67,849)	36,522	0	
Beginning General Fund Cash Balance (Jan. 1)	227,906	248,805	264,015	264,015	264,015	300,537	
Ending General Fund Cash Balance (Dec. 31)	248,805	264,015	300,537	196,166	300,537		
Ending - Road Improvement Fund Cash Balance	39,968	41,218	75,506	51,979	75,506		
Ending - combined Funds Balance (General & Road)	288,773	305,233	376,043	248,145	376,043		
% of combined fund balances (Gen. & Rd. Imp.) to next years Expenditures	110.63%	90.94%	105.93%	69.90%	105.93%		

355,002

335,653

19,349

bud



**CITY OF WOODLAND  
RESOLUTION NO. 18-2013**

**RESOLUTION IN SUPPORT OF LONG-TERM VIABILITY OF  
THE LAKE MINNETONKA COMMUNICATIONS COMMISSION**

**WHEREAS**, the Lake Minnetonka Communications Commission (LMCC) provides the following valued services to the member cities within its Joint Powers Association (JPA):

1. Expertise in franchise negotiations.
2. Expertise in the production of public cable TV programming.
3. Enforcing the terms of the negotiated contract with Mediacom.
4. Dealing with resident complaints about Mediacom.

**WHEREAS**, the above is better accomplished by keeping a majority of the current LMCC cities in the LMCC JPA.

**NOW THEREFORE, BE IT RESOLVED** that city council of the city of Woodland, Minnesota supports that the following changes be made to the LMCC JPA with approval of all LMCC member city councils:

1. Change rules for appointing each city's 2 board representatives to reflect state statute (no limitations on qualifications for the 2nd city representative).
2. Change voting rules so that 1 representative may cast the votes of an absent representative from the same city.  
If no representative is present at the meeting, the city has no votes.
3. Clarify rules so that a city may leave the JPA by giving 2-plus year's notice prior to December 31. For example, if a city gives notice on September 30, 2014, the city will stay a member of the JPA through December 31, 2016.
4. Disband executive committee and have board meetings 4 times per year.
5. Change rules so the JPA may be changed in the future with approval of 4/5ths of the LMCC member city councils.

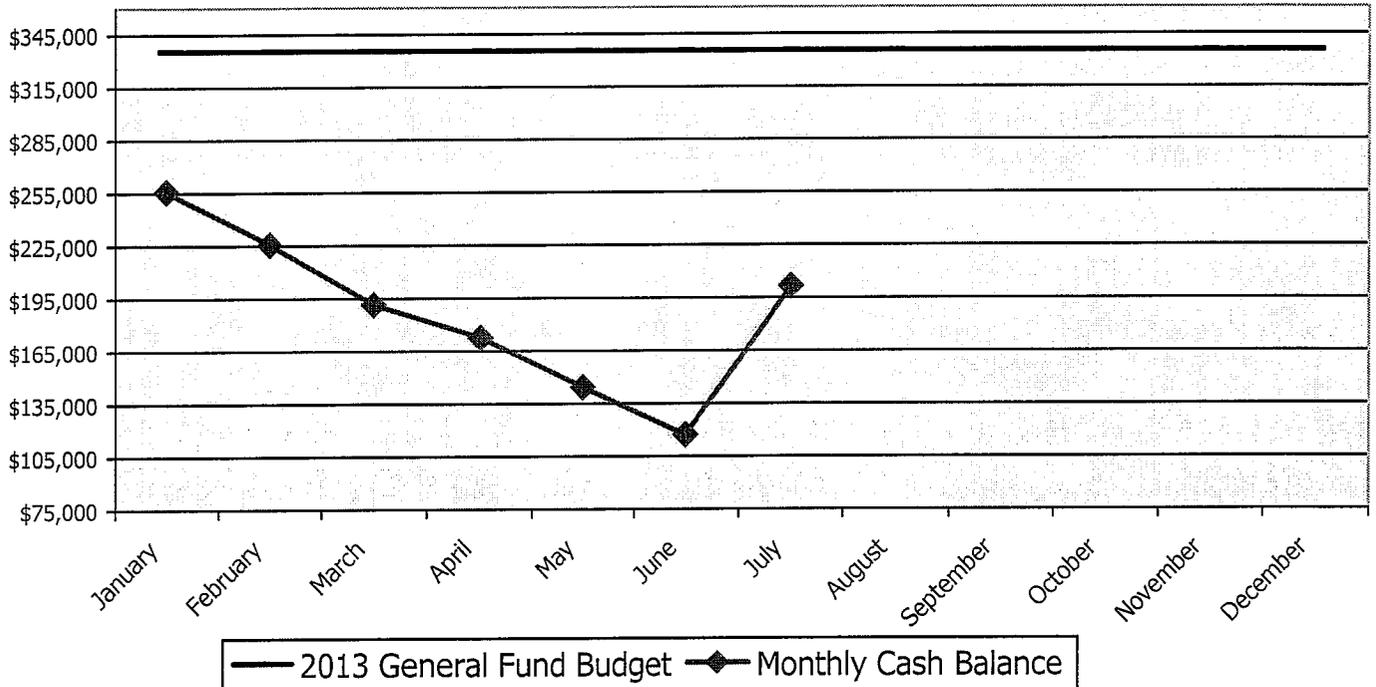
**MAY IT BE FURTHER RESOLVED** that city council of the city of Woodland, Minnesota directs the city clerk to email a copy of this resolution the LMCC executive director for distribution to the LMCC board, and to the other LMCC JPA city administrators and mayors.

**ADOPTED** by the Council of the City of Woodland, Minnesota this 12th day of August, 2013.

\_\_\_\_\_  
James S. Doak, Mayor

Attest: \_\_\_\_\_  
Shelley Souers, City Clerk

### City of Woodland General Fund Cash Balance vs. Budget



2013 Month	2013 Cash Balance	2013 General Fund Budget	% of Budget
January	\$255,587	\$335,653	76.15
February	\$225,837	\$335,653	67.28
March	\$191,524	\$335,653	57.06
April	\$172,671	\$335,653	51.44
May	\$144,234	\$335,653	42.97
June	\$117,273	\$335,653	34.94
July	\$201,752	\$335,653	60.11
August		\$335,653	
September		\$335,653	
October		\$335,653	
November		\$335,653	
December		\$335,653	

\* County Tax Settlements are received bi-annually in July & December

**CITY OF WOODLAND TREASURERS REPORT**

**JULY 2013**

				<b>TOTAL</b>
<b>FUND</b>	<b>ASSETS</b>		<b>LIABILITIES</b>	<b>FUND BALANCE</b>
101 GENERAL	\$ 201,751.82		\$ 6,810.81	\$ 194,941.01
401 STREET IMPROVEMENT	\$ 51,978.67		\$ -	\$ 51,978.67
601 WATER	\$ 174,761.40		\$ 79,129.05	\$ 95,632.35
602 SEWER	\$ 645,087.41		\$ 218,547.65	\$ 426,539.76
	<b>\$ 1,073,579.30</b>		<b>\$ 304,487.51</b>	<b>\$ 769,091.79</b>
EXCESS FUNDS			\$ 769,091.79	
<b>BALANCE</b>			<b>\$ 1,073,579.30</b>	
	<b>CHECKING ACCOUNT</b>		<b>FUND ACCOUNT</b>	
BEGINNING BALANCE	\$ 7,344.38		\$ 267,582.67	
TOTAL DEPOSITS	\$ 15,298.22		\$ -	
COURT FINES	\$ 275.11		\$ -	
INTEREST - JUNE			\$ 23.07	
INTEREST - JULY	\$ 0.45		\$ 32.35	
ACH UTILITY PMTS RECEIVED	\$ -		\$ -	
HNPNTY SETTLEMENT	\$ 161,747.69		\$ -	
HNPNTY ROAD AID	\$ -		\$ -	
TRNFR - FUND TO CKG	\$ 72,631.96		\$ (72,631.96)	
TRNFR -CKG TO FUND	\$ (176,389.69)		\$ 176,389.69	
			\$ -	
TOTAL CHECKS	\$ (72,141.06)		\$ -	
ACH UTILITY BILL SVC FEE	\$ -		\$ -	
DREAMHOST WEB FEE	\$ (10.95)		\$ -	
VANCO ACH SVC FEE	\$ -		\$ -	
ENDING BALANCE	<b>\$ 8,756.11</b>		<b>\$ 371,395.82</b>	
<b>GENERAL FUND CASH</b>	<b>\$ 201,751.82</b>			
<b>STREET IMPROVEMENT</b>	<b>\$ 51,978.67</b>			
<b>WATER FUND CASH</b>	<b>\$ (6,233.06)</b>			
<b>SEWER FUND CASH</b>	<b>\$ 132,704.50</b>			

CITY OF WOODLAND  
 TREASURER'S REPORT  
 FUND CASH BALANCES  
 7/31/2013

Fund	6/30/2013	Monthly	Monthly	Monthly	7/31/2013
	Cash Balance	Revenues	Expenses	* Liabilities	Cash Balance
<b>General Fund</b>	\$ 114,710.00	\$ 159,005.00	\$ 76,963.00	\$ 5,000.00	\$ 201,752.00
<b>Street Improvement</b>	\$ 39,721.00	\$ 43,000.00	\$ 30,742.00	\$ -	\$ 51,979.00
<b>Water * Water Loan - Principal</b>	\$ (11,016.00)	\$ 8,627.00	\$ 3,844.00 \$ -	\$ -	\$ (6,233.00)
<b>Sewer * Sewer Loan - Principal</b>	\$ 131,562.00 \$ -	\$ 4,745.00	\$ 3,602.00	\$ - \$ -	\$ 132,705.00
<b>Total</b>	<b>\$ 274,977.00</b>	<b>\$ 215,377.00</b>	<b>\$ 115,151.00</b>	<b>\$ 5,000.00</b>	<b>\$ 380,203.00</b>

**CITY OF WOODLAND**  
**REVENUES WITH COMPARISON TO BUDGET**  
**FOR THE 7 MONTHS ENDING JULY 31, 2013**

**GENERAL FUND**

	PERIOD ACTUAL	YTD ACTUAL	BUDGET AMOUNT	VARIANCE	% OF BUDGET
<u>TAXES</u>					
101-31010	148,268.07	156,180.21	320,228.00	( 164,047.79 )	48.77
101-31020	3,012.31	3,012.31	.00	3,012.31	.00
101-31040	.00	.00	.00	.00	.00
101-31800	.00	.00	.00	.00	.00
101-31910	.00	.00	.00	.00	.00
<b>TOTAL TAXES</b>	<b>151,280.38</b>	<b>159,192.52</b>	<b>320,228.00</b>	<b>( 161,035.48 )</b>	<b>49.71</b>
<u>LICENSES &amp; PERMITS</u>					
101-32160	.00	550.00	500.00	50.00	110.00
101-32210	7,299.16	16,436.90	8,000.00	8,436.90	205.46
101-32240	.00	575.00	75.00	500.00	766.67
101-32250	70.00	195.00	300.00	( 105.00 )	65.00
101-32260	.00	1,525.00	150.00	1,375.00	1,016.67
<b>TOTAL LICENSES &amp; PERMITS</b>	<b>7,369.16</b>	<b>19,281.90</b>	<b>9,025.00</b>	<b>10,256.90</b>	<b>213.65</b>
<u>INTERGOVERNMENTAL AID</u>					
101-33402	.00	.00	.00	.00	.00
101-33423	.00	.00	.00	.00	.00
101-33610	.00	.00	.00	.00	.00
101-33620	.00	.00	.00	.00	.00
101-33630	.00	.00	1,500.00	( 1,500.00 )	.00
<b>TOTAL INTERGOVERNMENTAL AID</b>	<b>.00</b>	<b>.00</b>	<b>1,500.00</b>	<b>( 1,500.00 )</b>	<b>.00</b>
<u>PUBLIC CHARGES FOR SERVICE</u>					
101-34103	25.00	3,256.97	500.00	2,756.97	651.39
101-34107	.00	.00	.00	.00	.00
101-34207	.00	1,250.00	1,200.00	50.00	104.17
101-34960	.00	.00	.00	.00	.00
<b>TOTAL PUBLIC CHARGES FOR SERVICE</b>	<b>25.00</b>	<b>4,506.97</b>	<b>1,700.00</b>	<b>2,806.97</b>	<b>265.12</b>
<u>FINES &amp; FORFEITURES</u>					
101-35101	275.11	1,794.33	2,500.00	( 705.67 )	71.77
<b>TOTAL FINES &amp; FORFEITURES</b>	<b>275.11</b>	<b>1,794.33</b>	<b>2,500.00</b>	<b>( 705.67 )</b>	<b>71.77</b>

CITY OF WOODLAND  
 REVENUES WITH COMPARISON TO BUDGET  
 FOR THE 7 MONTHS ENDING JULY 31, 2013

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET AMOUNT	VARIANCE	% OF BUDGET
<u>MISCELLANEOUS REVENUE</u>					
101-36100 SPECIAL ASSESSMENTS	.00	.00	.00	.00	.00
101-36102 INTEREST	55.86	261.10	200.00	61.10	130.55
101-36210 STONE ARCH DONATION	.00	.00	.00	.00	.00
101-36220 OTHER INCOME	.00	476.18	500.00	( 23.82 )	95.24
TOTAL MISCELLANEOUS REVENUE	55.86	737.28	700.00	37.28	105.33
<u>OTHER FINANCING SOURCES</u>					
101-39200 INTERFUND OPERATING TRANS	.00	.00	.00	.00	.00
TOTAL OTHER FINANCING SOURCES	.00	.00	.00	.00	.00
TOTAL FUND REVENUE	159,005.51	185,513.00	335,653.00	( 150,140.00 )	55.27

**CITY OF WOODLAND**  
**EXPENDITURES WITH COMPARISON TO BUDGET**  
**FOR THE 7 MONTHS ENDING JULY 31, 2013**

**GENERAL FUND**

	PERIOD ACTUAL	YTD ACTUAL	BUDGET AMOUNT	VARIANCE	% OF BUDGET
<u>COUNCIL</u>					
101-41100-103 COUNCIL SALARIES	.00	.00	240.00	240.00	.00
101-41100-122 FICA CONTRIBUTIONS	.00	.00	15.00	15.00	.00
101-41100-123 MEDICARE CONTRIBUTIONS	.00	31.92	5.00 (	26.92)	638.40
101-41100-309 MISC PROFESSIONAL SERVICE	.00	.00	.00	.00	.00
101-41100-371 TRAINING/CONFERENCES	.00	136.00	200.00	64.00	68.00
101-41100-433 DUES/SUBSCRIPTION	.00	.00	.00	.00	.00
101-41100-439 COUNCIL/CONTINGENCY/MISC	.00	48.79	100.00	51.21	48.79
<b>TOTAL COUNCIL</b>	<b>.00</b>	<b>216.71</b>	<b>560.00</b>	<b>343.29</b>	<b>38.70</b>
<u>ELECTIONS</u>					
101-41200-103 ELECTION SALARIES	.00	.00	.00	.00	.00
101-41200-122 FICA CONTRIBUTIONS	.00	.00	.00	.00	.00
101-41200-123 MEDICARE CONTRIBUTIONS	.00	.00	.00	.00	.00
101-41200-214 FORMS/PRINTING/PUBLICATIONS	.00	.00	50.00	50.00	.00
101-41200-219 OPERATING SUPPLIES	.00	.00	.00	.00	.00
101-41200-249 MINOR EQUIPMENT/OTHER	.00	.00	.00	.00	.00
101-41200-309 OTHER PROFESSIONAL SVCS	.00	.00	.00	.00	.00
101-41200-319 EQUIPMENT MAINTENANCE	.00	.00	325.00	325.00	.00
101-41200-322 POSTAGE	.00	.00	25.00	25.00	.00
101-41200-372 MEALS	.00	.00	.00	.00	.00
101-41200-419 POLLING PLACE RENTAL	.00	.00	.00	.00	.00
101-41200-439 ELECTION/CONTINGENCY	.00	.00	.00	.00	.00
<b>TOTAL ELECTIONS</b>	<b>.00</b>	<b>.00</b>	<b>400.00</b>	<b>400.00</b>	<b>.00</b>
<u>CONTRACTED SERVICES</u>					
101-41400-103 TREASURER'S SALARY	.00	.00	.00	.00	.00
101-41400-122 FICA CONTRIBUTIONS	.00	.00	.00	.00	.00
101-41400-123 MEDICARE CONTRIBUTIONS	.00	.00	.00	.00	.00
101-41400-201 SUPPLIES	( 29.79)	.00	.00	.00	.00
101-41400-202 DUPLICATING	.00	.00	.00	.00	.00
101-41400-214 FORMS/PRINTING/NEWSLETTER	.00	246.88	650.00	403.12	37.98
101-41400-219 OPERATIONAL SUPPLIES-OTHER	29.79	127.05	450.00	322.95	28.23
101-41400-308 ZONING COORDINATOR SERVICES	717.44	1,535.58	1,800.00	264.42	85.31
101-41400-309 PROFESSIONAL SVCS - OTHER	10.95	1,926.47	150.00 (	1,776.47)	1,284.31
101-41400-310 CLERICAL SERVICES	4,021.42	28,149.94	48,257.00	20,107.06	58.33
101-41400-322 POSTAGE	.00	78.20	500.00	421.80	15.64
101-41400-351 PUBLISHING/LEGAL NOTICES	.00	1,132.39	1,500.00	367.61	75.49
101-41400-371 TRAINING/MISC	.00	.00	60.00	60.00	.00
101-41400-439 CLERK-CONTINGENCY	( .01)	.00	.00	.00	.00
101-41400-530 CAP OUTLAY-IMP OTHER THAN	.00	.00	.00	.00	.00
<b>TOTAL CONTRACTED SERVICES</b>	<b>4,749.80</b>	<b>33,196.51</b>	<b>53,367.00</b>	<b>20,170.49</b>	<b>62.20</b>

**CITY OF WOODLAND**  
**EXPENDITURES WITH COMPARISON TO BUDGET**  
**FOR THE 7 MONTHS ENDING JULY 31, 2013**

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET AMOUNT	VARIANCE	% OF BUDGET
<u>ASSESSOR CONTRACT</u>					
101-41500-309 ASSESSOR CONTRACT	751.50	5,260.50	9,019.00	3,758.50	58.33
TOTAL ASSESSOR CONTRACT	751.50	5,260.50	9,019.00	3,758.50	58.33
<u>LEGAL SERVICES</u>					
101-41600-304 LEGAL SERVICES/GENERAL	592.00	4,182.00	6,000.00	1,818.00	69.70
101-41600-305 LEGAL SVCS/PROSECUTION	469.36	846.82	2,500.00	1,653.18	33.87
TOTAL LEGAL SERVICES	1,061.36	5,028.82	8,500.00	3,471.18	59.16
<u>AUDIT SERVICES</u>					
101-41700-301 AUDITING	.00	11,000.00	11,000.00	.00	100.00
TOTAL AUDIT SERVICES	.00	11,000.00	11,000.00	.00	100.00
<u>PUBLIC SAFETY EXPENSES</u>					
101-42100-302 JAIL/WORKHOUSE FEES	.00	.00	.00	.00	.00
101-42100-310 LAW ENFORCEMENT CONTRACT	8,689.83	60,828.81	104,278.00	43,449.19	58.33
TOTAL PUBLIC SAFETY EXPENSES	8,689.83	60,828.81	104,278.00	43,449.19	58.33
<u>FIRE PROTECTION</u>					
101-42200-309 FIRE PROTECTION	.00	20,429.00	20,429.00	.00	100.00
101-42200-319 PROF SVC - FIRE MARSHALL INSP	.00	.00	.00	.00	.00
TOTAL FIRE PROTECTION	.00	20,429.00	20,429.00	.00	100.00
<u>ENGINEERING FEES</u>					
101-42600-303 ENGINEERING FEES	.00	6,055.00	5,000.00	( 1,055.00 )	121.10
TOTAL ENGINEERING FEES	.00	6,055.00	5,000.00	( 1,055.00 )	121.10

**CITY OF WOODLAND**  
**EXPENDITURES WITH COMPARISON TO BUDGET**  
**FOR THE 7 MONTHS ENDING JULY 31, 2013**

**GENERAL FUND**

	PERIOD ACTUAL	YTD ACTUAL	BUDGET AMOUNT	VARIANCE	% OF BUDGET
<u>PUBLIC WORKS EXPENSES</u>					
101-43100-229 ROAD MAINTENANCE FUND	.00	.00	.00	.00	.00
101-43100-309 PROFESSIONAL SVCS (SEAL COAT)	.00	.00	.00	.00	.00
101-43100-381 S&R-UTILITY SERVICES-ELEC	.00	.00	.00	.00	.00
101-43100-409 ROAD MAINTENANCE FUND	.00	.00	.00	.00	.00
<b>TOTAL PUBLIC WORKS EXPENSES</b>	<b>.00</b>	<b>.00</b>	<b>.00</b>	<b>.00</b>	<b>.00</b>
<u>PUBLIC WORKS CONTRACT SVCS</u>					
101-43900-219 OPERATIONAL SUPPLIES-OTHE	.00	.00	.00	.00	.00
101-43900-226 SIGNS	40.00	93.26	1,200.00	1,106.74	7.77
101-43900-309 PROFESSIONAL SERVICES	.00	.00	.00	.00	.00
101-43900-310 SWEEPING/ROADS/MISC	2,455.00	4,819.36	7,500.00	2,680.64	64.26
101-43900-311 STORM SEWER/MISC CLEANUP	13,980.00	14,897.88	200.00	( 14,697.88 )	7,448.94
101-43900-312 SNOW PLOWING CONTRACTURAL	.00	34,161.50	37,000.00	2,838.50	92.33
101-43900-313 TREES/MOWING CONTRACTURAL	1,440.94	1,923.68	8,000.00	6,076.32	24.05
101-43900-319 PROF SERVICES - SEPTIC SYSTEMS	.00	.00	4,800.00	4,800.00	.00
101-43900-320 DISASTER CLEAN-UP	.00	.00	.00	.00	.00
101-43900-439 PW-CONTINGENCY	.00	.00	.00	.00	.00
<b>TOTAL PUBLIC WORKS CONTRACT SVCS</b>	<b>17,915.94</b>	<b>55,895.68</b>	<b>58,700.00</b>	<b>2,804.32</b>	<b>95.22</b>
<u>PARKS CONTRACT SERVICES</u>					
101-49000-309 MISC.-PROFESSIONAL SRVCS	.00	.00	750.00	750.00	.00
101-49000-310 RECYCLING CONTRACT	794.88	4,781.20	9,700.00	4,918.80	49.29
101-49000-319 PROF SERVICE-METRO WEST	.00	.00	.00	.00	.00
101-49000-369 INSURANCE	.00	2,814.00	3,000.00	186.00	93.80
101-49000-433 DUES & SUBSCRIPTIONS	.00	4,855.50	7,800.00	2,944.50	62.25
101-49000-438 DEER CONTROL	.00	.00	.00	.00	.00
101-49000-439 CONTINGENCY	.00	.00	150.00	150.00	.00
<b>TOTAL PARKS CONTRACT SERVICES</b>	<b>794.88</b>	<b>12,450.70</b>	<b>21,400.00</b>	<b>8,949.30</b>	<b>58.18</b>
<u>TRANSFERS</u>					
101-49300-720 TRANSFERS OUT	43,000.00	43,000.00	43,000.00	.00	100.00
<b>TOTAL TRANSFERS</b>	<b>43,000.00</b>	<b>43,000.00</b>	<b>43,000.00</b>	<b>.00</b>	<b>100.00</b>
<u>TOTAL FUND EXPENDITURES</u>					
	<u>76,963.31</u>	<u>253,361.73</u>	<u>335,653.00</u>	<u>82,291.27</u>	<u>75.48</u>

CITY OF WOODLAND  
 EXPENDITURES WITH COMPARISON TO BUDGET  
 FOR THE 7 MONTHS ENDING JULY 31, 2013

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET AMOUNT	VARIANCE	% OF BUDGET
	<u>          </u>				
NET REVENUES OVER EXPENDITURES	82,042.20	( 67,848.73 )	.00	( 232,431.27 )	.00
	<u>          </u>				

**CITY OF WOODLAND**  
**REVENUES/EXPENDITURES COMPARED TO BUDGET**  
**FOR THE 7 MONTHS ENDING JULY 31, 2013**

**GENERAL FUND**

<u>REVENUE</u>	<u>PERIOD ACTUAL</u>	<u>YTD ACTUAL</u>	<u>BUDGET</u>	<u>UNEARNED</u>	<u>PCNT</u>
TAXES	151,280.38	159,192.52	320,228.00	161,035.48	49.7
LICENSES & PERMITS	7,369.16	19,281.90	9,025.00	( 10,256.90 )	213.7
INTERGOVERNMENTAL AID	.00	.00	1,500.00	1,500.00	.0
PUBLIC CHARGES FOR SERVICE	25.00	4,506.97	1,700.00	( 2,806.97 )	265.1
FINES & FORFEITURES	275.11	1,794.33	2,500.00	705.67	71.8
MISCELLANEOUS REVENUE	55.86	737.28	700.00	( 37.28 )	105.3
OTHER FINANCING SOURCES	.00	.00	.00	.00	.0
<b>TOTAL FUND REVENUE</b>	<b>159,005.51</b>	<b>185,513.00</b>	<b>335,653.00</b>	<b>150,140.00</b>	<b>55.3</b>
<u>EXPENDITURES</u>					
COUNCIL	.00	216.71	560.00	343.29	38.7
ELECTIONS	.00	.00	400.00	400.00	.0
CONTRACTED SERVICES	4,749.80	33,196.51	53,367.00	20,170.49	62.2
ASSESSOR	751.50	5,260.50	9,019.00	3,758.50	58.3
LEGAL SERVICES	1,061.36	5,028.82	8,500.00	3,471.18	59.2
AUDITING	.00	11,000.00	11,000.00	.00	100.0
PUBLIC SAFETY EXPENSES	8,689.83	60,828.81	104,278.00	43,449.19	58.3
FIRE PROTECTION	.00	20,429.00	20,429.00	.00	100.0
ENGINEERING	.00	6,055.00	5,000.00	( 1,055.00 )	121.1
PUBLIC WORKS EXPENSE	.00	.00	.00	.00	.0
PUBLIC WORKS CONTRACT SERVICES	17,915.94	55,895.68	58,700.00	2,804.32	95.2
PARKS CONTRACT SERVICES	794.88	12,450.70	21,400.00	8,949.30	58.2
TRANSFERS OUT	43,000.00	43,000.00	43,000.00	.00	100.0
<b>TOTAL FUND EXPENDITURES</b>	<b>76,963.31</b>	<b>253,361.73</b>	<b>335,653.00</b>	<b>82,291.27</b>	<b>75.5</b>
<b>NET REVENUE OVER EXPENDITURES</b>	<b>82,042.20</b>	<b>( 67,848.73 )</b>	<b>.00</b>	<b>67,848.73</b>	<b>.0</b>

CITY OF WOODLAND  
 REVENUES WITH COMPARISON TO BUDGET  
 FOR THE 7 MONTHS ENDING JULY 31, 2013

STREET IMPROVEMENT FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET AMOUNT	VARIANCE	% OF BUDGET
<u>INTERGOVERNMENTAL AID</u>					
401-33610 STATE/COUNTY AID	.00	.00	.00	.00	.00
TOTAL INTERGOVERNMENTAL AID	.00	.00	.00	.00	.00
<u>SPECIAL ASSESSMENTS</u>					
401-36102 INTEREST INCOME	.00	.00	30.00	( 30.00 )	.00
TOTAL SPECIAL ASSESSMENTS	.00	.00	30.00	( 30.00 )	.00
<u>OTHER FINANCING SOURCES</u>					
401-39200 INTERFUND TRANSFER	43,000.00	43,000.00	43,000.00	.00	100.00
TOTAL OTHER FINANCING SOURCES	43,000.00	43,000.00	43,000.00	.00	100.00
TOTAL FUND REVENUE	43,000.00	43,000.00	43,030.00	( 30.00 )	99.93

CITY OF WOODLAND  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 7 MONTHS ENDING JULY 31, 2013

STREET IMPROVEMENT FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET AMOUNT	VARIANCE	% OF BUDGET
<u>STREET IMPROVE FUND EXPENSES</u>					
401-43100-303 PROF SERVICES/ENGINEERING	.00	1,497.00	8,000.00	6,503.00	18.71
401-43100-351 BID NOTICES/LEGAL/MISC	.00	.00	.00	.00	.00
401-43100-409 STREET IMPROVEMENT	30,742.30	30,742.30	20,000.00	( 10,742.30 )	153.71
<b>TOTAL STREET IMPROVE FUND EXPENSES</b>	<u>30,742.30</u>	<u>32,239.30</u>	<u>28,000.00</u>	<u>( 4,239.30 )</u>	<u>115.14</u>
<b>TOTAL FUND EXPENDITURES</b>	<u>30,742.30</u>	<u>32,239.30</u>	<u>28,000.00</u>	<u>( 4,239.30 )</u>	<u>115.14</u>
<b>NET REVENUES OVER EXPENDITURES</b>	<u>12,257.70</u>	<u>10,760.70</u>	<u>15,030.00</u>	<u>4,209.30</u>	<u>71.59</u>

CITY OF WOODLAND  
 REVENUES/EXPENDITURES COMPARED TO BUDGET  
 FOR THE 7 MONTHS ENDING JULY 31, 2013

STREET IMPROVEMENT FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>REVENUE</u>					
INTERGOVERNMENTAL AID	.00	.00	.00	.00	.0
SPECIAL ASSESSMENTS	.00	.00	30.00	30.00	.0
OTHER FINANCING SOURCES	43,000.00	43,000.00	43,000.00	.00	100.0
<b>TOTAL FUND REVENUE</b>	<b>43,000.00</b>	<b>43,000.00</b>	<b>43,030.00</b>	<b>30.00</b>	<b>99.9</b>
<u>EXPENDITURES</u>					
STREET IMPROVEMENT FUND EXPENSES	30,742.30	32,239.30	28,000.00 (	4,239.30 )	115.1
<b>TOTAL FUND EXPENDITURES</b>	<b>30,742.30</b>	<b>32,239.30</b>	<b>28,000.00 (</b>	<b>4,239.30 )</b>	<b>115.1</b>
 <b>NET REVENUE OVER EXPENDITURES</b>	 <b>12,257.70</b>	 <b>10,760.70</b>	 <b>15,030.00</b>	 <b>4,269.30</b>	 <b>71.6</b>

**CITY OF WOODLAND**  
**REVENUES WITH COMPARISON TO BUDGET**  
**FOR THE 7 MONTHS ENDING JULY 31, 2013**

**WATER FUND**

	PERIOD ACTUAL	YTD ACTUAL	BUDGET AMOUNT	VARIANCE	% OF BUDGET
<u>TAXES</u>					
601-31801 WATER SURCHARGE REV	.00	.00	.00	.00	.00
TOTAL TAXES	.00	.00	.00	.00	.00
<u>LICENSES &amp; PERMITS</u>					
601-32260 WATER PERMITS	.00	.00	.00	.00	.00
TOTAL LICENSES & PERMITS	.00	.00	.00	.00	.00
<u>SPECIAL ASSESSMENTS</u>					
601-36101 SP ASSMTS - 97 IMPROVE PROJECT	6,747.82	6,747.82	12,020.00	( 5,272.18 )	56.14
601-36102 SA - INTEREST PREPAYMENTS	.00	.00	.00	.00	.00
601-36103 SA - DELINQUENT UTILITIES	617.10	617.10	.00	617.10	.00
601-36200 SA - PRINCIPAL PREPAYMENTS	.00	.00	.00	.00	.00
601-36210 INTEREST EARNINGS	.00	.00	.00	.00	.00
601-36220 OTHER INCOME	.00	.00	.00	.00	.00
TOTAL SPECIAL ASSESSMENTS	7,364.92	7,364.92	12,020.00	( 4,655.08 )	61.27
<u>WATER USAGE REVENUE</u>					
601-37101 WATER USE CHARGES	427.60	4,344.92	7,104.00	( 2,759.08 )	61.16
601-37102 LATE CHARGES & PENALTIES	.00	.00	.00	.00	.00
601-37103 0	.00	.00	.00	.00	.00
601-37150 HOOKUP FEES	.00	.00	.00	.00	.00
601-37170 WATER MAINTENANCE FEE	617.70	6,962.81	14,165.00	( 7,202.19 )	49.16
601-37171 WATER ADMIN FEE	.00	.00	.00	.00	.00
601-37172 WATER USER FEE	216.34	2,450.81	4,961.00	( 2,510.19 )	49.40
TOTAL WATER USAGE REVENUE	1,261.64	13,758.54	26,230.00	( 12,471.46 )	52.45
<u>OTHER FINANCING SOURCES</u>					
601-39200 INTERFUND OPERATING TRANS	.00	.00	.00	.00	.00
TOTAL OTHER FINANCING SOURCES	.00	.00	.00	.00	.00
TOTAL FUND REVENUE	8,626.56	21,123.46	38,250.00	( 17,126.54 )	55.22

**CITY OF WOODLAND**  
**EXPENDITURES WITH COMPARISON TO BUDGET**  
**FOR THE 7 MONTHS ENDING JULY 31, 2013**

		WATER FUND				
		PERIOD		BUDGET	% OF	
		ACTUAL	YTD ACTUAL	AMOUNT	VARIANCE	BUDGET
<u>TRANSFERS</u>						
601-49300-720	OPERATING TRANSFERS	.00	.00	.00	.00	.00
TOTAL TRANSFERS		.00	.00	.00	.00	.00
<u>WATER FUND EXPENSES</u>						
601-49400-106	SALARY	.00	.00	.00	.00	.00
601-49400-122	FICA CONTRIBUTIONS	.00	.00	.00	.00	.00
601-49400-123	MEDICARE CONTRIBUTIONS	.00	.00	.00	.00	.00
601-49400-209	WATER-OFFICE SUPPLIES	.00	.00	.00	.00	.00
601-49400-214	FORMS/PRINTING	.00	.00	.00	.00	.00
601-49400-219	OPERATIONAL SUPPLIES-OTHE	.00	8.54	500.00	491.46	1.71
601-49400-229	R&M SUPPLIES-OTHER	.00	.00	.00	.00	.00
601-49400-303	ENGINEERING FEES	.00	42.09	2,500.00	2,457.91	1.68
601-49400-304	LEGAL FEES	.00	.00	.00	.00	.00
601-49400-309	PROFESSIONAL SERVICES-O	.00	.00	.00	.00	.00
601-49400-318	1/3 OF 2011 SHORTFALL	.00	.00	.00	.00	.00
601-49400-319	EQUIPMENT MNTCE-FIRE HYDRANTS	.00	1,111.00	4,000.00	2,889.00	27.78
601-49400-320	MNTCE & REPAIRS - CURB STOPS	.00	.00	1,000.00	1,000.00	.00
601-49400-321	EQUIP MNTCE/REPAIR-GATE VALVES	.00	.00	2,400.00	2,400.00	.00
601-49400-322	COMMUNICATIONS-POSTAGE	.00	21.84	62.00	40.16	35.23
601-49400-323	1/3 OF 2011 REV SHORTFALL-3 YR	.00	.00	2,700.00	2,700.00	.00
601-49400-324	2012 EXCESS MNTCE EXPENSE	.00	.00	1,000.00	1,000.00	.00
601-49400-381	UTILITY SERVICES-ELECTRIC	.00	.00	.00	.00	.00
601-49400-382	UTILITY SVC-WATER	2,086.14	4,132.92	7,104.00	2,971.08	58.18
601-49400-409	R&M CONTRACTURAL-OTHER	.00	.00	.00	.00	.00
601-49400-433	MISC.-DUES & SUBSCRIPTI	.00	.00	.00	.00	.00
601-49400-439	CONTINGENCY	.00	.00	.00	.00	.00
601-49400-590	CAPITAL OUTLAY-OTHER	.00	.00	.00	.00	.00
601-49400-602	IMPROVE BOND-PRINCIPAL	.00	12,500.00	12,500.00	.00	100.00
601-49400-611	INTEREST EXPENSE	.00	.00	.00	.00	.00
601-49400-612	IMPROVEMENT BOND-INTEREST	1,757.81	3,867.19	3,867.00	(.19)	100.00
TOTAL WATER FUND EXPENSES		3,843.95	21,683.58	37,633.00	15,949.42	57.62
<u>DEPRECIATION</u>						
601-49970-420	DEPRECIATION EXPENSE	.00	.00	.00	.00	.00
TOTAL DEPRECIATION		.00	.00	.00	.00	.00
TOTAL FUND EXPENDITURES		3,843.95	21,683.58	37,633.00	15,949.42	57.62

CITY OF WOODLAND  
 EXPENDITURES WITH COMPARISON TO BUDGET  
 FOR THE 7 MONTHS ENDING JULY 31, 2013

WATER FUND				
PERIOD	BUDGET	% OF		
ACTUAL	AMOUNT	VARIANCE	BUDGET	
YTD ACTUAL				
NET REVENUES OVER EXPENDITURES	4,782.61	( 560.12 )	617.00	( 33,075.96 ) ( 90.78 )

CITY OF WOODLAND  
REVENUES/EXPENDITURES COMPARED TO BUDGET  
FOR THE 7 MONTHS ENDING JULY 31, 2013

WATER FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>REVENUE</u>					
TAXES	.00	.00	.00	.00	.0
LICENSES & PERMITS	.00	.00	.00	.00	.0
SPECIAL ASSESSMENTS	7,364.92	7,364.92	12,020.00	4,655.08	61.3
WATER USAGE REVENUE	1,261.64	13,758.54	26,230.00	12,471.46	52.5
OTHER FINANCING SOURCES	.00	.00	.00	.00	.0
<b>TOTAL FUND REVENUE</b>	<b>8,626.56</b>	<b>21,123.46</b>	<b>38,250.00</b>	<b>17,126.54</b>	<b>55.2</b>
<u>EXPENDITURES</u>					
TRANSFERS OUT	.00	.00	.00	.00	.0
WATER FUND EXPENSES	3,843.95	21,683.58	37,633.00	15,949.42	57.6
DEPRECIATION	.00	.00	.00	.00	.0
<b>TOTAL FUND EXPENDITURES</b>	<b>3,843.95</b>	<b>21,683.58</b>	<b>37,633.00</b>	<b>15,949.42</b>	<b>57.6</b>
 <b>NET REVENUE OVER EXPENDITURES</b>	 <b>4,782.61</b>	 <b>( 560.12 )</b>	 <b>617.00</b>	 <b>1,177.12</b>	 <b>( 90.8 )</b>

**CITY OF WOODLAND**  
**REVENUES WITH COMPARISON TO BUDGET**  
**FOR THE 7 MONTHS ENDING JULY 31, 2013**

**SEWER FUND**

	PERIOD ACTUAL	YTD ACTUAL	BUDGET AMOUNT	VARIANCE	% OF BUDGET
<u>TAXES</u>					
602-31801 SEWER SURCHARGE REV	.00	.00	.00	.00	.00
TOTAL TAXES	.00	.00	.00	.00	.00
<u>LICENSES &amp; PERMITS</u>					
602-32260 SEWER PERMITS	.00	.00	.00	.00	.00
TOTAL LICENSES & PERMITS	.00	.00	.00	.00	.00
<u>SEWER USAGE REVENUE</u>					
602-34401 SEWER USE CHARGES	767.23	6,801.81	12,182.00	( 5,380.19 )	55.83
602-34402 LATE CHARGES & PENALTIES	.00	.00	.00	.00	.00
602-34408 0	.00	.00	.00	.00	.00
TOTAL SEWER USAGE REVENUE	767.23	6,801.81	12,182.00	( 5,380.19 )	55.83
<u>SPECIAL ASSESSMENTS</u>					
602-36100 SP ASSMTS - 97 IMPROVE PROJECT	2,249.27	2,249.27	4,007.00	( 1,757.73 )	56.13
602-36101 SA - PRINCIPAL PREPAYMENTS	.00	.00	.00	.00	.00
602-36102 SA - INTEREST PREPAYMENTS	.00	.00	.00	.00	.00
602-36103 SA - DELINQUENT UTILITIES	853.12	853.12	.00	853.12	.00
602-36210 INTEREST EARNINGS	.00	.00	30.00	( 30.00 )	.00
TOTAL SPECIAL ASSESSMENTS	3,102.39	3,102.39	4,037.00	( 934.61 )	76.85
<u>SEWER USAGE REVENUE</u>					
602-37101 SEWER USE CHARGES	.00	.00	.00	.00	.00
602-37102 LATE CHARGES & PENALTIES	.00	.00	.00	.00	.00
602-37150 HOOKUP FEES	.00	.00	.00	.00	.00
602-37170 SEWER MAINTENANCE FEE	343.73	3,858.23	7,883.00	( 4,024.77 )	48.94
602-37171 SEWER ADMIN FEE	.00	.00	.00	.00	.00
602-37172 SEWER USER FEE	531.46	5,971.00	12,188.00	( 6,217.00 )	48.99
602-37270 SAC-CITY PORTION	.00	.00	.00	.00	.00
TOTAL SEWER USAGE REVENUE	875.19	9,829.23	20,071.00	( 10,241.77 )	48.97

CITY OF WOODLAND  
 REVENUES WITH COMPARISON TO BUDGET  
 FOR THE 7 MONTHS ENDING JULY 31, 2013

SEWER FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET AMOUNT	VARIANCE	% OF BUDGET
<u>OTHER FINANCING SOURCES</u>					
602-39200 INTERFUND OPERATING TRANS	.00	.00	.00	.00	.00
TOTAL OTHER FINANCING SOURCES	.00	.00	.00	.00	.00
TOTAL FUND REVENUE	4,744.81	19,733.43	36,290.00	( 18,556.57 )	54.38

**CITY OF WOODLAND**  
**EXPENDITURES WITH COMPARISON TO BUDGET**  
**FOR THE 7 MONTHS ENDING JULY 31, 2013**

		SEWER FUND				
		PERIOD		BUDGET		% OF
		ACTUAL	YTD ACTUAL	AMOUNT	VARIANCE	BUDGET
<u>SEWER FUND EXPENSES</u>						
602-43200-106	SALARY	.00	.00	.00	.00	.00
602-43200-122	FICA CONTRIBUTIONS	.00	.00	.00	.00	.00
602-43200-123	MEDICARE CONTRIBUTIONS	.00	.00	.00	.00	.00
602-43200-214	OPERATIONAL SUPP-FORMS/PR	.00	.00	50.00	50.00	.00
602-43200-219	OPERATIONAL SUPPLIES-OTHE	.00	.00	.00	.00	.00
602-43200-229	R&M SUPPLIES-OTHER	.00	.00	.00	.00	.00
602-43200-303	ENGINEERING FEES	.00	.00	1,500.00	1,500.00	.00
602-43200-309	PROFESSIONAL SVCS	.00	11.50	.00	( 11.50)	.00
602-43200-310	SEWER-CONTRACTURAL	.00	.00	.00	.00	.00
602-43200-319	EQUIPMENT MAINTENANCE-OTH	.00	.00	3,200.00	3,200.00	.00
602-43200-322	COMMUNICATIONS-POSTAGE	.00	21.84	62.00	40.16	35.23
602-43200-351	LEGAL NOTICES	.00	.00	.00	.00	.00
602-43200-381	UTILITY SERVICES-ELECTRIC	.00	.00	.00	.00	.00
602-43200-385	UTILITY SVC-SEWER	3,602.44	7,204.88	12,182.00	4,977.12	59.14
602-43200-400	REPAIR & MNTNCE-INFILTRATION	.00	.00	3,000.00	3,000.00	.00
602-43200-404	R&M-MACHINERY & EQUIPMENT	.00	.00	.00	.00	.00
602-43200-409	R&M CONTRACTURAL-OTHER	.00	.00	.00	.00	.00
602-43200-420	SEWER-DEPRECIATION	.00	.00	.00	.00	.00
602-43200-439	SEWER-CONTINGENCY	.00	.00	.00	.00	.00
602-43200-530	CAPITAL OUTLAY-OTHER THAN	.00	.00	.00	.00	.00
602-43200-602	IMPROVE BOND-PRINCIPAL	.00	16,653.46	33,502.00	16,848.54	49.71
602-43200-611	ACCRUED INTEREST EXPENSE	.00	.00	.00	.00	.00
602-43200-612	IMPROVE BOND-INTEREST	.00	2,746.54	5,298.00	2,551.46	51.84
602-43200-720	OPERATING TRANSFERS	.00	.00	.00	.00	.00
602-43200-770	DEPRECIATION EXPENSE	.00	.00	.00	.00	.00
<b>TOTAL SEWER FUND EXPENSES</b>		<b>3,602.44</b>	<b>26,638.22</b>	<b>58,794.00</b>	<b>32,155.78</b>	<b>45.31</b>
<u>DEPRECIATION</u>						
602-49970-420	DEPRECIATION EXPENSE	.00	.00	.00	.00	.00
<b>TOTAL DEPRECIATION</b>		<b>.00</b>	<b>.00</b>	<b>.00</b>	<b>.00</b>	<b>.00</b>
<u>TOTAL FUND EXPENDITURES</u>						
		<b>3,602.44</b>	<b>26,638.22</b>	<b>58,794.00</b>	<b>32,155.78</b>	<b>45.31</b>
<b>NET REVENUES OVER EXPENDITURES</b>		<b>1,142.37</b>	<b>( 6,904.79)</b>	<b>( 22,504.00)</b>	<b>( 48,712.35)</b>	<b>( 30.68)</b>

CITY OF WOODLAND  
 REVENUES/EXPENDITURES COMPARED TO BUDGET  
 FOR THE 7 MONTHS ENDING JULY 31, 2013

SEWER FUND

<u>REVENUE</u>	<u>PERIOD ACTUAL</u>	<u>YTD ACTUAL</u>	<u>BUDGET</u>	<u>UNEARNED</u>	<u>PCNT</u>
TAXES	.00	.00	.00	.00	.0
LICENSES & PERMITS	.00	.00	.00	.00	.0
SEWER USAGE REVENUE	767.23	6,801.81	12,182.00	5,380.19	55.8
SPECIAL ASSESSMENTS	3,102.39	3,102.39	4,037.00	934.61	76.9
SEWER USAGE REVENUE	875.19	9,829.23	20,071.00	10,241.77	49.0
OTHER FINANCING SOURCES	.00	.00	.00	.00	.0
<b>TOTAL FUND REVENUE</b>	<b>4,744.81</b>	<b>19,733.43</b>	<b>36,290.00</b>	<b>16,556.57</b>	<b>54.4</b>
<u>EXPENDITURES</u>					
SEWER FUND EXPENSES	3,602.44	23,891.68	53,496.00	29,604.32	44.7
DEPRECIATION	.00	.00	.00	.00	.0
<b>TOTAL FUND EXPENDITURES</b>	<b>3,602.44</b>	<b>23,891.68</b>	<b>53,496.00</b>	<b>29,604.32</b>	<b>44.7</b>
<b>NET REVENUE OVER EXPENDITURES</b>	<b>1,142.37</b>	<b>( 4,158.25 )</b>	<b>( 17,206.00 )</b>	<b>( 13,047.75 )</b>	<b>( 24.2 )</b>

**Place Currently Not Set  
Traffic Survey Summary**

Location: Breezy Point Road/Breezy Heights Rd  
 Start Date: 07-23-13  
 End Date: 08-03-13

Zone: Residential  
 Start Time: 12:40:21  
 End Time: 06:59:27  
 Travel Direction: W

Speed	1 - 19	20 - 24	25 - 29	30 - 34	35 - 39	40 - 44	45 - 49	50 - 54	55 - 59	60 - 64	65 - 69	70 - 999
Volume	642	1985	7378	6763	1250	102	16	6	3	3	2	20
% of Total	3.53%	10.92%	40.6%	37.22%	6.87%	0.56%	0.08%	0.03%	0.01%	0.01%	0.01%	0.11%
Total Vehicles: 18170												

Speed Statistics		10 MPH Pace		Number Exceeding Limit				
Posted	30	Pace Speed	25 to 34	Speed	30+	40+	50+	Total
#At/Under Limit	11877	# in Pace	14141	Number	6179	84	30	6293
# Over Limit	6293	% in Pace	77.82%	Percent	34%	0.46%	0.16%	34.63%
Average Speed	28.77	85% Percentile	33					