

**COOPERATIVE SERVICE AGREEMENT**  
**between**  
**THE CITY OF WOODLAND, MN**  
**and**  
**UNITED STATES DEPARTMENT OF AGRICULTURE**  
**ANIMAL AND PLANT HEALTH INSPECTION SERVICE (APHIS)**  
**WILDLIFE SERVICES (WS)**

**ARTICLE 1**

The purpose of this Cooperative Service Agreement is to cooperate in a wildlife damage management project as described in the attached Work Plan.

**ARTICLE 2**

APHIS-WS has statutory authority under the Act of March 2, 1931 (46 Stat. 1468; 7 U.S.C.426-426b) as amended, and the Act of December 22, 1987 (101Stat. 1329-331, 7 U.S.C. 426c), to cooperate with States, local jurisdictions, individuals, public and private agencies, organizations, and institutions while conducting a program of wildlife services involving mammal and bird species that are reservoirs for zoonotic diseases, or animal species that are injurious and/or a nuisance to, among other things, agriculture, horticulture, forestry, animal husbandry, wildlife, and human health and safety.

**ARTICLE 3**

APHIS-WS and City of Woodland mutually agree:

1. The parties' authorized representatives who shall be responsible for carrying out the provisions of this Agreement shall be:

City of Woodland:     Kathryne McCullum  
                                  City Clerk  
                                  20225 Cottagewood Road  
                                  Deephaven, MN 55331  
                                  952-358-9936

APHIS-WS:             Gary Nohrenberg  
                                  State Director  
                                  USDA, APHIS, WS  
                                  644 Bayfield St., Ste. 215  
                                  St. Paul, MN 55107

2. To meet as determined necessary by either party to discuss mutual program interests, accomplishments, needs, technology, and procedures to maintain or amend the Work Plan (Attachment A). Personnel authorized to attend meetings under this Agreement shall be Kathryne McCullum, or her designees, representatives from the City Administrator's Office, and the Woodland Police Department, the WS State Director or his/her designee, and/or those additional persons authorized and approved by the City of Woodland, and the WS State Director.
3. APHIS-WS shall perform services more fully set forth in the Work Plan, which is attached hereto and made a part hereof. The parties may mutually agree in writing, at any time during the term of this Agreement, to amend, modify, add or delete services from the Work Plan.

#### **ARTICLE 4**

City of Woodland agrees:

1. To authorize APHIS-WS to conduct direct control activities to reduce human health and safety risks and property damage associated with nuisance wildlife such as white-tailed deer, pigeons, turkeys and other damaging wildlife species. These activities are defined in the Work Plan (Attachment A). APHIS-WS will be considered an invitee on the lands/property controlled by the City of Woodland. The City will be required to exercise reasonable care to warn APHIS-WS as to dangerous conditions or activities in the project areas.
2. To reimburse APHIS-WS for costs of services provided under this Agreement up to but not exceeding the amount specified in the Financial Plan (Attachment B). The City of Woodland will begin processing for payment invoices submitted by APHIS-WS within 30 days of receipt. The City of Woodland ensures and certifies that it is not currently debarred or suspended and is free of delinquent Federal debt.
3. To designate to APHIS-WS the City of Woodland authorized individual whose responsibility shall be the coordination and administration of activities conducted pursuant to this Agreement.
4. To notify APHIS-WS verbally or in writing as far in advance as practical of the date and time of any proposed meeting related to the program.
5. APHIS-WS shall be responsible for administration and supervision of the program.
6. There will be no equipment with a procurement price of \$5,000 or more per unit purchased directly with funds from the cooperator for use solely on this project. All other equipment purchased for the program is and will remain the property of APHIS-WS.
7. To coordinate with APHIS-WS before responding to all media requests.

8. To obtain the appropriate permits for removal activities for white-tailed deer and other nuisance or damaging wildlife species as needed and to list USDA, APHIS, Wildlife Services as subpermittees.
9. To coordinate with Wildlife Services for the removal and/or disposal of wildlife species removed.

#### **ARTICLE 5**

APHIS-WS Agrees:

1. To conduct activities for the City of Woodland as described in the Work and Financial Plan of this agreement.
2. To designate to the City of Woodland the authorized APHIS-WS individual who shall be responsible for the joint administration of the activities conducted pursuant to this Cooperative Service Agreement.
3. To bill the City of Woodland quarterly for actual costs incurred by APHIS-WS during the performance of services agreed upon and specified in the Work Plan. APHIS-WS shall keep records and receipts of all reimbursable expenditures hereunder for a period of not less than one year from the date of completion of the services provided under this Agreement and the City of Woodland shall have the right to inspect and audit such records.
4. To coordinate with the City of Woodland before responding to all media requests.

#### **ARTICLE 6**

This Agreement is contingent upon the passage by Congress of an appropriation from which expenditures may be legally met and shall not obligate APHIS-WS upon failure of Congress to so appropriate. This Agreement may also be reduced or terminated if Congress only provides APHIS-WS funds for a finite period under a Continuing Resolution.

#### **ARTICLE 7**

APHIS-WS assumes no liability for any actions or activities conducted under this Cooperative Service Agreement except to the extent that recourse or remedies are provided by Congress under the Federal Tort Claims Act (28 U.S.C. 1346(b), 2401(b), and 2671-2680).

#### **ARTICLE 8**

Pursuant to Section 22, Title 41, United States Code, no member of or delegate to Congress shall be admitted to any share or part of this Agreement or to any benefit to arise therefrom.

## **ARTICLE 9**

Nothing in this Agreement shall prevent APHIS-WS from entering into separate agreements with any other organization or individual for the purpose of providing wildlife damage management services exclusive of those provided for under this agreement.

## **ARTICLE 10**

The City of Woodland certifies that APHIS-WS has advised the City that there may be private sector service providers available to provide wildlife management services that the City is seeking from APHIS-WS.

## **ARTICLE 11**

The performance of wildlife damage management actions by APHIS-WS under this agreement is contingent upon a determination by APHIS-WS that such actions are in compliance with the National Environmental Policy Act, Endangered Species Act, and any other applicable federal statutes. APHIS-WS will not make a final decision to conduct requested wildlife damage management actions until it has made the determination of such compliance.

## **ARTICLE 12**

This Cooperative Service Agreement may be amended at any time by mutual agreement of the parties in writing. Also, this Agreement may be terminated at any time by mutual agreement of the parties in writing, or by one party provided that party notifies the other in writing at least 120 days prior to effecting such action. The length of notice for unilateral termination may be longer or shorter if necessary. Further, in the event the City of Woodland does not provide necessary funds, APHIS-WS is relieved of the obligation to provide services under this agreement.

**Agreement No.: 16 7227 8063 RA**  
**WBS: AP.RA.RX27.72.0083**

In accordance with the Debt Collection Improvement Act of 1996, the Department of Treasury requires a **Taxpayer Identification Number** for individuals or businesses conducting business with the agency.

Woodland Taxpayer Identification Number (TIN) 41- 1301145

**CITY OF WOODLAND, MN**

BY: James S. Doak, Mayor \_\_\_\_\_ Date \_\_\_\_\_  
City of Woodland  
20225 Cottagewood Road  
Deephaven, MN 55331

**UNITED STATES DEPARTMENT OF AGRICULTURE  
ANIMAL AND PLANT HEALTH INSPECTION SERVICE  
WILDLIFE SERVICES**

BY: \_\_\_\_\_ Date \_\_\_\_\_  
Gary Nohrenberg, State Director  
USDA, APHIS, WS  
644 Bayfield St., Suite 215  
St. Paul, MN 55107

**ATTACHMENT A  
WORK PLAN**

## INTRODUCTION

The U.S. Department of Agriculture (USDA) is authorized to protect property, human health and safety, agriculture and natural resources from damage caused by wildlife. The primary authority for Wildlife Services (WS) is the Act of March 2, 1931 (46 Stat. 1468; 7 U.S.C.426-426b) as amended, and the Act of December 22, 1987 (101Stat. 1329-331, 7 U.S.C. 426c). Wildlife Services activities are conducted in cooperation with other Federal, State and local agencies, private organizations, and individuals.

The APHIS WS program uses an Integrated Wildlife Damage Management (IWDM) approach (sometimes referred to as IPM or “Integrated Pest Management”) in which a series of methods may be used or recommended to reduce wildlife damage. IWDM is described in Chapter 1, 1-7 of the Animal Damage Control Program Final Environmental Impact Statement (USDA, 1994). These methods include the alteration of cultural practices as well as habitat and behavioral modification to prevent damage. However, controlling wildlife damage may require that the offending animal(s) are killed or that the populations of the offending species be reduced.

## PURPOSE

The City of Woodland, MN has requested assistance from Wildlife Services in managing nuisance and damaging wildlife species within the City of Woodland.

## PLANNED WILDLIFE SERVICES ACTIVITIES

WS personnel will remove deer from City-designated control areas and on private property where written permission has been obtained using suppressed firearms equipped with night vision or thermal imaging scopes. Spotlights may also be used while conducting control activities. Safe shooting zones and safe back-drops will be established for all control areas. WS will prioritize public safety during all control operations and utilize a minimum of 2 WS personnel when conducting deer control work. Most deer control activities will be conducted at dusk/night. All control activities will be coordinated with Kathyne McCullum or her designee(s). WS personnel will advise local law enforcement and the appropriate local Minnesota Department of Natural Resources Conservation officer when firearm related wildlife control work is being conducted.

Under this agreement, WS will provide up to 10 scouting/bait site maintenance visits and up to 5 visits to conduct white-tailed deer control activities. The number of site visits provided may be altered to ensure that funding expenditures do not exceed the amount established in the Financial Plan (Attachment B) of this document.

As part of this agreement, WS will also remove or assist in the removal of other nuisance or damaging wildlife species as requested by the City and mutually agreed upon. WS will use generally accepted wildlife damage management tools, equipment and techniques to conduct all removal activities under this agreement.

EFFECTIVE DATES

This cooperative agreement shall become effective on November 1st, 2015 and shall expire on December 31, 2016.

**ATTACHMENT B  
FINANCIAL PLAN**

**City of Woodland, MN white-tailed deer and nuisance wildlife control project**

Personnel Costs .....	\$ 4,958.01
Vehicle Fuel.....	\$ 618.75
Supplies.....	<u>\$ 619.00</u>
Sub-Total (Direct Costs) .....	\$ 6,195.76
Pooled Job Costs.....	\$ 681.53
Indirect Costs.....	<u>\$ 1,000.61</u>
<b>TOTAL .....</b>	<b>\$ 7,877.90</b>

The distribution of the budget from this Financial Plan may vary as necessary, but may not exceed \$7,877.90.

Financial Point of Contact

City of Woodland: Kathy McCullum

Phone: 952-358-9936

APHIS-WS: Connie Timm

Phone: 218-327-3350

CITY COUNCIL  
CITY OF WOODLAND  
MEETING OF SEPTEMBER 14, 2015

**Agenda Item 6. C.**

**New Business**

TO: Honorable Mayor and Members of the City Council  
FROM: Kathryne McCullum, City Clerk  
SUBJECT: Discussion relating to a City Council Parking Zone and Permit Policy in the City of Woodland

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**Background**

Woodland Ordinance No. 500.05 provides for temporary on-street parking permits to residents who hold events where there is insufficient private parking to accommodate the expected number of guests. The City currently has seven parking zones (map attached).

On August 10, 2015, the City Council approved the reconstruction of a French drain in the Maplewood Circle East/Cedar Point Road area. After review, it was found that the French drain is located adjacent to Parking Zone C and parking in this area may have caused the original French drain to fail because cars have been parking directly on the drain field system.

**Recommendation**

At this time, the Council is requested to review the attached policy. The new policy eliminates Parking Zone C. Mayor Doak will provide additional information regarding this item at the meeting.

A resolution has been prepared should the Council wish to adopt the policy at this time.

CITY OF WOODLAND

Meeting Date: September 14, 2015  
Motion:

Resolution No. 28-2015  
Second:

**RESOLUTION ADOPTING  
CITY COUNCIL POLICY 3-4 RELATNG TO  
TEMPORARY ON-STREET PARKING BY PERMIT IN DESIGNATED ZONES**

**WHEREAS**, the Woodland City Council 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;

**WHEREAS**, the Woodland City Council hereby identifies the parking zones in Policy No. 3-4 for which temporary parking permits may be issued upon request under the provisions of the ordinance.

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

That City Council Policy No. 3-4 is hereby adopted.

**RESOLUTION ADOPTED BY** the Woodland City Council on September 14, 2015 upon the following vote:

	Yes	No	Abstain	Absent
Mayor Doak				
Councilor Carlson				
Councilor Massie				
Councilor Newberry				
Councilor Weiner				

State of Minnesota

County of Hennepin

CITY OF WOODLAND

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

I, Kathryn A. McCullum, duly appointed City Clerk to the Council for the City of Woodland, County of Hennepin, State of Minnesota, do hereby certify that I have compared the foregoing copy of a resolution or motion with the original minutes of the

proceedings of the Woodland City Council, at their meeting held on September 14, 2015, now on file in my office and have found the same to be true and correct copy thereof.

Witness my hand and official seal at Woodland, Minnesota, the 14<sup>th</sup> day of September, 2015.

Attest: \_\_\_\_\_  
Kathryne A. McCullum, City Clerk

**CITY OF WOODLAND  
COUNCIL POLICIES**

**CHAPTER 3 – PUBLIC SAFETY**

**POLICY 3-4 – TEMPORARY ON-STREET PARKING BY PERMIT**

**PURPOSE**

Woodland Ordinance No. 500.05 provides 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. The purpose of this policy is to provide for descriptions of each parking zone, a permitting process, and conditions of permits. (Ordinance No. 505.05 is attached hereto and made part thereof)

The Woodland City Council does not condone parking where it may obstruct the ready access by emergency vehicles at any time. In addition, the Woodland City Council does not condone parking near curves or hilltops where parking may create a safety hazard for drivers, cyclists or pedestrians;

**ZONE DISCRPTIONS**

- 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 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.
- Zone I**      Breezy Point Road: The south side of the road from the East Road intersection to a point 50 feet from the bottom of the hill near the intersection with County State Highway Road 101.
- Zone J**      Maple Hill Road: Parking permitted without permits. (Ordinance 500.05, Subd. 7)

**Zone K** Maplewood Road: The west side of the road from 40 feet south of the driveway to 3100 Maplewood Road to a point opposite the driveway to 3105, 3115 and 3125 Maplewood Road.

**Eliminated Parking Zones:** A, C, and L

**POLICY**

1. All residents are encouraged to seek neighbors' permission for parking on their property or to arrange to shuttle guests from such public parking as may be found, for example, at Chowen's Corner.
2. Any vehicles parked in a zone for which a permit has been granted must be parked with at least one third of the car off the pavement and in such a way that the parked cars do not obstruct passage by emergency vehicles and access to driveways and mailboxes must not be obstructed.
3. If snow conditions make such parking impossible, the permit is invalid.
4. The police Chief is instructed to deny the permit when snow accumulations makes such parking impossible.
5. Any special plowing needs to make these zones usable shall be arranged by the host of the event at his or her own expense.
6. Permit applications will be obtained through the Clerk's Department.
7. Permits will be granted on a first come basis and upon payment of a permit fee in accordance with Ordinance 305.02 (8) of the City Code.
8. Parking regulations, as defined in Section 500.05 of the City Code, apply to the aforementioned permitted parking zones and to the applicants seeking parking permits.

Adopted by City Council on \_\_\_\_\_  
Resolution No. \_\_\_\_\_

500.05 Parking Regulations.

Subd. 1. On-Street Parking. Except as expressly provided in Subd. 4 below, no person may park or leave unattended any vehicle on any public street in the City.

Subd. 2. No U Turns. No person may turn a vehicle so as to reverse its direction on a curve or hill where the vehicle cannot be seen by the driver of a vehicle within 1,000 feet approaching from either direction, or in any places designated by Council resolution as no U-turn zones.

Subd. 3. Vehicles Prohibited in Parks. No person may stop, park or operate a motorized vehicle, or ride a horse, except in compliance with the directions of a police officer, on park property or other public grounds within the City. Bicycles may be operated on park property or public lands except where signs prohibit their operation.

Subd. 4. Temporary On-Street Parking Permit. Upon request of a resident holding an event for which the resident has insufficient private parking to accommodate the expected number of guests, the Chief of Police may, but is not required to, issue a special parking permit allowing roadside parking, in designated permit parking zones subject to the following conditions:

- (a) The permit will specify the designated permit parking zone and the date and hours parking will be permitted.
- (b) Cars may be parked only in the specific area or areas designated in the permit.
- (c) Cars must at all times be parked sufficiently off the road so as to provide a lane wide enough for the unimpeded passage of emergency vehicles. If heavy snowfall or other conditions prevent off-pavement parking or otherwise make roadside parking unsafe, the Chief of Police will cancel the permit. The City has no obligation to plow snow from parking zones.
- (d) A resident granted a permit will post (and remove upon expiration of the parking permit) temporary signs clearly designating the permitted parking areas or provide an attendant or attendants to show guests where parking is and is not permitted, and will take all other steps required by the Chief of Police as a condition of the parking permit or that are otherwise necessary to insure that guest parking complies with the requirements of this Section 500.05.
- (e) Contractors with major construction or remodeling projects in the City may secure a monthly parking permit for a specified zone, providing that such monthly permit shall not apply to the hours for which any other permit under this subdivision is issued.

Subd. 5. 24-hour Parking. No person may leave any vehicle on any public street for a consecutive period of more than 24 hours.

Subd. 6. Prohibited Parking After Snowfall. No person may park or leave unattended any vehicle on any public street, within the designated parking zones,

in the City after two inches or more of snow has fallen until the street has been completely plowed. In addition to any other penalties imposed for violation of this Section, the Chief of Police is authorized to cause any vehicle parked or left unattended in violation of this Section to be towed from the street at the expense of the owner of the vehicle.

Subd. 7. Permitted Parking Without Permits. Parking is permitted along the north and south sides of Maple Hill Road without a permit, provided cars are parked sufficiently off the road so as to provide a lane wide enough for the unimpeded passage of emergency vehicles. Snow regulations designated in Subd. 6 will apply to Maple Hill Road.

Subd. 8. Temporary No Parking Areas. The Chief of Police or his designee may designate temporary no parking areas within the City and may provisionally post these areas with a "NO PARKING" sign.

500.06. Penalty. Any violation of a provision of Section 500 or of the statutes adopted by reference in Section 500.01 is a misdemeanor except violations of the parking regulations in Section 500.05, which are a petty misdemeanor, and except as provided in Minnesota Statutes, Sections 169.89 and 169.891 regarding petty misdemeanors

**PARKING ZONES**

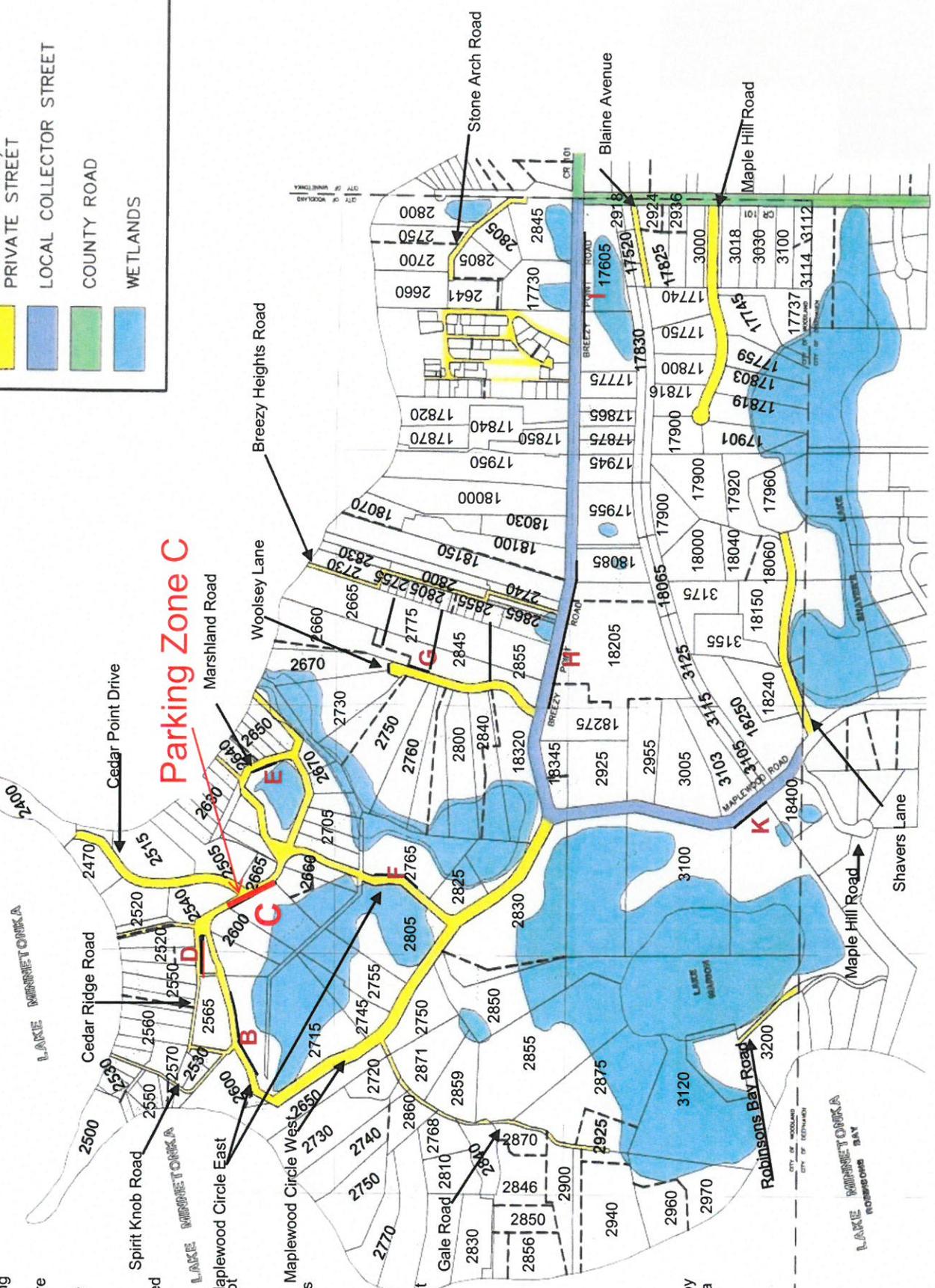
- The permit holder is responsible for making certain vehicles parked in the zone are parked in such a manner as to provide safe access for passing vehicles.
- Cars must be parked along the roadway/right-of-way area in such a manner that the parked cars do not obstruct emergency vehicle access.
- Access to driveways and mailboxes must not be obstructed.
- If snow conditions make parking impossible, the permit is invalid.
- The City does not plow parking zones. Permit holders are responsible for clearing snow along the parking zones.
- Permit holder is responsible for damage caused to adjoining private property lawn areas by vehicles parked with a permit. Any damage must be repaired at the expense of the permit holder.
- The Police Department enforces parking restrictions. Police Phone: 952-474-7555

**City of Woodland**

**LEGEND**

- LOCAL PUBLIC/PRIVATE STREET
- LOCAL COLLECTOR STREET
- COUNTY ROAD
- WETLANDS

**Parking Zone C**





**Agenda Item No. 6. D.**  
**Agenda Date: 09-14-15**  
**CITY COUNCIL MEMO**  
**Zoning Ordinance:**  
**Potential Amendments**

**Agenda Item:** Discussion relating to potential amendments to Chapter 9, Zoning Ordinance

**Summary:** Below are three zoning ordinance amendments suggested by Councilmember Tom Newberry. The ordinances attempt to further clarify the code based on several recent issues raised within the City. Proposed changes are underlined in red.

**Section 900.02 Definitions**

Subd. 12. Deck means a horizontal, unenclosed platform with or without attached railings, seats, trellises, or other features, attached or functionally related to a principal use or site and at any point extending more than 3 feet above ground. A deck adjoining a Main Building is considered an integral part of the Main Building.

**900.03 Residential Districts Established.**

The City's goal in its Comprehensive Plan is a high quality of residential life. Accordingly, the use of land shall be low density residential, medium density residential, wetlands, and open water.

- (a) The entire incorporated territory of the City of Woodland is designated as a residential district.
- (b) The land in the City platted as the "Methodist Lakeside Assembly Grounds", according to the plat on file in the office of the Hennepin County Recorder, is designated as a separate residential district referred to in this Code as the "Assembly Grounds".

**Section 900.12 Additional Requirements: Structures in Yards.**

1. General. Every required yard or open space must be unobstructed by any building or structure, from the ground upward, except as follows:

- (a) When a yard adjoins a lake, then a pump house not exceeding 5 feet in height and 30 square feet in area may be located closer to the lake than permitted under the applicable setback from the ordinary high water line, but must be located at least 12 feet back from the ordinary high water line. Any such pump house must be treated to reduce visibility from public waters and adjacent shorelands by vegetation, topography, increased setbacks, color or other means acceptable to the City, assuming summer, leaf-on conditions.
- (b) Sills, cornices, buttresses, eaves, open work fire balconies and fire escapes, chimneys, flues and similar building appurtenances, may extend not more than 4 feet into a required minimum yard. Decks, balconies, porches, cantilevered overhangs, and the like may not extend into a required minimum yard.