

REPORT / RECOMMENDATION



To: MAYOR & COUNCIL

Agenda Item #: IX. A.

From: Debra Mangen
City Clerk

Date: August 5, 2015

Subject: Correspondence

Action
Discussion
Information

Action Requested:

No action is necessary.

Attachment:

Attached is correspondence received since the last Council meeting.

Heather Branigin

From: JOE ROACH <jroach81@msn.com>
Sent: Tuesday, July 21, 2015 3:19 PM
To: James Hovland
Subject: Fwd: 4612 Tower Street

Jim,

We thought we would reach out to you to see if you can intervene in this matter before it escalates any further.

Long story short, as a result of a new home built next door to us we now have water running across our driveway and have since late Oct/early Nov 2014. We contacted the City as instructed by the signage in front of the home to get this resolved. We have been promised and assured numerous times that the City would require that this be corrected. Unfortunately, nothing has been done. Nothing for almost a year.

If you could let me know when we could meet to discuss this we would appreciate it. You can email me or call me at 612-819-0209.

Thanks and best regards.

Jennifer and Joe Roach

Begin forwarded message:

From: JOE ROACH <jroach81@msn.com>
Date: July 21, 2015 at 3:09:51 PM CDT
To: David Fisher <DFisher@EdinaMN.gov>
Subject: Re: 4612 Tower Street

David,

We appreciate everything the City has done and tried to do. The solution is simple - require compliance. It's completely within the City's authority. I don't think it's within the City's authority to disregard its own rules. If it were then why have them. We assume that is why the City put the ordinances in place.

Unfortunately, we have been told numerous times over nearly a year now that compliance was required or the City would do the work and charge the cost against some bond it had from these home owners. Let's get it done. Our property should be protected just as much as any others.

As you are aware and we have discussed, with the soil under our driveway and adjacent to it soaked, as it is, it gives the concrete in our drive no support and causes it to break.

We would be interested in more details as to why requiring compliance with the City's Building Code is so difficult. This seems very simple, yet nothing seems to get done except we get more Heisman Trophy posses.

For whatever reason, reasons we are interested in hearing, the City has let this builder and homeowner damage our property in an unabated manner. Again, we are interested in knowing why.

We have done everything asked and in accordance with the City's Code and direction, where has it got is - our family and guests have to wade through muck to get to our house. Again, why.

We are completely perplexed by the events and lack of follow through over nearly a year - a year - a year!

We do know we have options - litigation and/or talk to the local media - but that is not what we really want, we want compliance, just like we and everyone else in Edina is required to do.

I don't care that a pipe may go in a few years. The problem and compliance are here today.

Your prompt action is required

Again, thanks and best regards.

Joe

On Jul 21, 2015, at 2:44 PM, David Fisher <DFisher@EdinaMN.gov> wrote:

Mr. Roach,

We are work towards a solution.

When the sod was installed and pop up drain was moved it helped.

David Fisher, Chief Building Official
952-826-0450 | Fax 952-826-0389
<image001.gif> DFisher@EdinaMN.gov | www.EdinaMN.gov
...For Living, Learning, Raising Families & Doing Business

Tell us how we're doing! Take our customer satisfaction [survey](#).

From: JOE ROACH [<mailto:jroach81@msn.com>]

Sent: Tuesday, July 21, 2015 9:47 AM

To: David Fisher

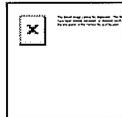
Subject: Fwd: 4612 Tower Street

Begin forwarded message:

From: Charlie Gerk <cgerk@EdinaMN.gov>
Date: July 21, 2015 at 8:53:04 AM CDT
To: 'JOE ROACH' <jroach81@msn.com>
Subject: RE: 4612 Tower Street

Joe,

David's email is DFisher@EdinaMN.gov



Charlie Gerk, EIT, Engineering Technician - Water Resources

952-826-0321 | Fax 952-826-0392

cgerk@edinamn.gov | www.EdinaMN.gov

...For Living, Learning, Raising Families & Doing Business

From: JOE ROACH [<mailto:jroach81@msn.com>]
Sent: Monday, July 20, 2015 9:22 PM
To: Charlie Gerk
Subject: Fwd: 4612 Tower Street

Charlie,

Would you be so kind as to forward to Dave Fischer. I used the email address he gave me but it bounced back.

Thanks and best regards.

Joe

Begin forwarded message:

From: JOE ROACH <jroach81@msn.com>
Date: July 20, 2015 at 9:19:16 PM CDT
To: Fischer David <dfischer@edinamn.gov>
Subject: 4612 Tower Street

Dave,

I hope all is well with you and you are getting time to enjoy your summer.

I thought I would check in with you as it's been 2 or 3 weeks since we last spoke. We continue to forge the water being dumped on our driveway from next door. Interestingly there is now a large build up of green slug/slime also building up on not only the driveway but also the yard. So, can you tell me when we can expect compliance with the City's Ordinances.

Your prompt attention to this matter is appreciated.

Thanks and best regards

Joe

Reception Honoring the I-494 Delegation

Meeting includes:

Discussions about moving transportation priorities forward for progress

Remarks by Senator Scott Dibble and Representative Tim Kelly

Recognition of Legislators

TMO Funding Bill

Senators Scott Dibble, Melisa Franzen, Terri Bonoff

Representatives Tim Kelly, Frank Hornstein, Ron Erhardt, Jenifer Loon

77 Underpass

Senator Melissa Halvorson Wiklund, Representative Linda Slocum

Date:

Wednesday, August 12th

Time:

Meeting and Recognition 4:00 - 4:45 p.m.

Reception 4:45 - 6:00 p.m.

Location:

Garden Room of Eden Prairie

8080 Mitchell Rd

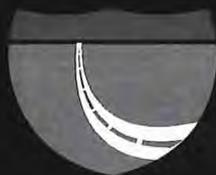
Eden Prairie, MN 55344

**Located next to Eden Prairie City Hall*



Enjoy wine and hors d'oeuvres at the event

Please RSVP to Melissa Madison at 612-749-4494 or
melissa@494corridor.org



I-494 CORRIDOR COMMISSION

Reducing Traffic Congestion

Bloomington • Eden Prairie • Edina • Minnetonka • Richfield

Heather Branigin

From: Steve Minn <Steve.Minn@lupedevelopment.com>
Sent: Tuesday, July 21, 2015 4:39 PM
To: Mary Brindle; James Hovland; Kevin Staunton; Robert Stewart; swensonann1@gmail.com
Cc: lbrown@kenoshanews.com
Subject: Will Edina Hold a contractor accountable for ruining a street?

Honorable Mayor and City Council,

I regret that I have a service and public policy question that Public Works seems unable or unwilling to address. Normally we get great service from PW...not so much on this situation. I ask for Council help in directing a solution.

My family has endured a year of heavy renovation at a neighboring property, with allegedly 16 more months to go. A mansion with no basement has been lifted in the air, while a new basement poured. Unfortunately, the heavy trucking necessary to excavate, support and pour foundation has destroyed the street in front of my home, which is a convenient staging ground for this contractor. They have turned asphalt into dust. Complete street destruction. I can only assume assessment for a new road will be next. That is when this situation is going to turn really unfortunate.

My bride has called Public Works several times for an interim fix and assurances the contractor is bonded to make the full road repairs. The lower portion of our street received cold patch, but this construction zone is beyond cold patch while the trucking and heavy machinery operate – 50 loads a day go up and down the street. There should be documentation, agreements for restoration, and the contractor should be bringing in patch materials at their own expense every week to keep the public street passable.

I ask for some political intervention to motivate the staff. Thank you for your attention to this request.

Respectfully,

Lucy Brown & Steven Minn
7 Overholt Pass
Edina, Minnesota 55439

OFFICE: 612.436.3200 X-210
FACSIMILE: 612.436.3201
MOBILE: 612.868.9112
lbrown@kenoshanews.com
steve.minn@lupedevelopment.com

Heather Branigin

From: info@s3cparis.com
Sent: Wednesday, July 22, 2015 8:48 AM
To: Edina Mail
Subject: S3C Paris VIP Invitation James Hovland
Attachments: James_Hovland_286041.pdf; S3C_Paris_2015_en53.pdf

Your Honor, Mister James Hovland,

We are pleased to send you a VIP invitation to the SMART COUNTRIES & CITIES CONGRESS – S3C Paris - to be held in Paris on 1st, 2nd and 3rd of September 2015.

S3C Paris is sponsored and will be opened by France Foreign Minister Mister Laurent Fabius and France Secretary of State in charge of Digital Madam Axelle Lemaire.

300 territories and world experts will focus on all new technologies for cities and territories covering fields such as energy, transportation, public services, environmental impact reduction, mobile applications, cities possibilities in Internet of Things, and much more. It will host leading industry experts, the world's most advanced corporations, researchers on innovative technologies as well as cities from the five continents which will present their experimentations and achievements in the field of Smart Cities.

S3C Paris will also provide an introduction to COP21 (the Paris conference on the climate) and the Open Gov Initiative which is now sponsored by France.

We would be extremely honored to have your presence at the Congress.

You will find attached your official invitation letter to S3C Paris. To confirm your registration [click here](#) or copy the url below
invitation.s3cparis.com/registration.aspx?code=4c2596b7-a601-4bd2-a916-0ae1f5a218e5&lgsite=en&email=mail@EdinaMN.gov

Hoping to count on your presence, I ask you to accept Mister Hovland, the expression of my respectful greetings.

Paul Sitbon
President and Founder, S3C Paris
info@s3cparis.com / +339 50 08 85 87

--- to ensure you receive my messages properly, please add info@s3cparis.com to your email contacts ---

Pour vous désinscrire de ce pushmail cliquez [ici](#)

The Honorable Mister James Hovland

4801 W. 50th St.

49376,

Paris, 22 July 2015

Subject: VIP Invitation to the Smart Countries & Cities Congress on September 1st, 2nd and 3rd 2015 in Paris, France

Your Honor,

As new technologies are emerging and creating significant opportunities for cities and territories, it is essential for administration officials and decision makers to get a perfect understanding of the array of possibilities which lie ahead of them. Your City is about to become more intelligent, more reactive, where resources are shared and developed for sustainability. France, with its history and its relation to the birth of human rights, and Paris, one of the largest historic cities since the middle ages, are the natural centers of this new collective intelligence of cities and territories.

It is why we have organized, at the Palais des Congres of Paris on September 1, 2 and 3, the **Smart Countries & Cities Congress Paris - S3C Paris** - which will be held under the high patronage of France Minister of Foreign Affairs and International Development **Mister Laurent Fabius** and France Secretary of State in charge of Digital for the ministry of Economy, Industry and Digital **Madam Axelle Lemaire**.

Hereby, we are honored to invite you to the

Smart Countries & Cities Congress Paris
which will be held **on September 1st, 2nd and 3rd, 2015**
inside the Palais des Congrès de Paris

Organized as a center of expertise, this place of exchange will let you discover in a pragmatic and educational way the latest breakthroughs in technologies which promote economic and social development and preserve the environment. This will also be the opportunity to ask questions to public and private players and discover immediately applicable solutions to increase the intelligence of your city and its reactivity towards its citizens.

Strongly focused on content and experimentation, this interactive event will allow you to get an insight into the new solutions tested in cities with over 250 conferences and physical exhibitions.

To validate your VIP (free of charge) invitation, simply [Click here](#).

We will be honored to welcome you at S3C Paris and remain at your disposal to provide more details about the event.

We ask you to accept, Your Honor, the assurances of our respectful consideration.

Paul Sitbon

President S3C Paris | President, Sikiwis



-Vision-

To transform lives through homeownership.

-Mission-

To use our Community Land Trust practice to create and preserve affordable homeownership for working families in suburban Hennepin County.



Homes within Reach™

Bulletin

SUMMER 2015

The Power of Partnership

For over a decade, a family of west metro communities has been partnering to create long term affordable homeownership.

Talk to city or county housing officials in western suburban Hennepin County, and they'll tell you that affordable housing is a high priority – and prime opportunity, when properly delivered.

Since its inception, HWR has sold 118 homes and placed 135 families across 11 suburban communities.

“We’re proud of our progress, but none of this would have been possible without the foresight, commitment and support of our community partners,” said Janet Lindbo, HWR Executive Director.

Foresight was the foundation of the initial steps to form HWR, according to Elise Durbin, Community Development Supervisor for the City of Minnetonka.

work group charged with identifying a process to create sustainable affordable housing.”

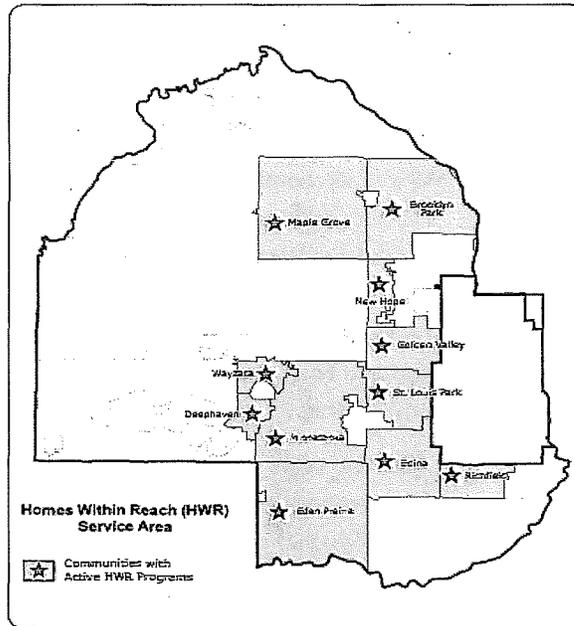
In 2001, after exploring a variety of options, the work

group identified the Community Land Trust (CLT) model as the best process to develop enduring and affordable housing stock.

- It allows qualified clients to purchase the home and lease the land at a nominal fee.
- This significantly reduces the mortgage, down payment and closing costs.
- This in turn means that families

can more easily purchase a home, retain it for generations, and work in or near their communities.

As a result, both families and communities can rely on affordable homeownership opportunities and a stronger local workforce.



“This initiative began in 2000 when as a city we saw land values increasing so much that even smaller and older homes were rapidly becoming unaffordable,” she explained. “So we formed a

Affordable Homes for Working Families



Homes within Reach™

Transforming lives through home ownership

-Contact Us-

5101 Thimsen Ave.
Suite 202
Minnetonka, MN 55345
952-401-7071
952-224-2857 (fax)
www.homeswithinreach.org

Continued on page 2





"You found us a home and returned our dignity."

Our families and communities benefit from affordable homeownership opportunities, retained community wealth and enhanced residential stability.



Partnership Pays Dividends

Continued from page 1

"Most programs of this type expire within 30 years, which is a relatively short time in terms of housing planning," said Durbin.

"But the CLT's term is 99 years, which gave us the extended time frame we needed for planning. We also liked the family stability that comes from projected multi-generational ownership over the 99 year term."

"We continue to maximize public & private workforce housing investments."

Within six months, Minnetonka decided to fund the CLT program, which was named the West Hennepin Affordable Housing Land Trust under non-profit status.

After two years of successful operations and expansion into other communities, it was renamed Homes Within Reach in 2004.

"We would be in a pretty tough affordable housing spot without the Community Land Trust model and HWR program," said Michele Schnitker, Housing Supervisor for the City of St. Louis Park.

"Our City Council has always made housing a top priority. But as a first ring suburb with strong land values and a lot of high density, upper income rental properties, it's a challenge to find homes that, for example, could be purchased by a young couple that grew up here and is just starting out."

She added that HWR's CLT approach helps the younger families and others in the housing life cycle continuum of affordable, senior, supportive, mixed use and mixed income.

In addition, Schnitker said the program's long term format makes planning much more effective by helping homeowners consistently re-invest in the community.

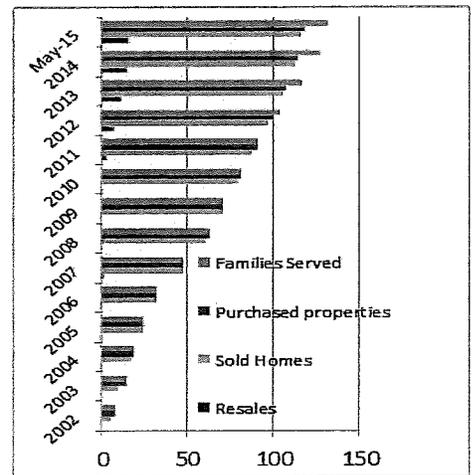
Joyce Repya, Senior Planner for the City of Edina, agrees. "HWR plays a strong role in our comprehensive plan's housing goals and policies, and we trust them to make homeownership a reality for our working families," she said.

Like Minnetonka and St. Louis Park, Edina is a fully developed community with high land costs, which makes it very difficult for moderate income households to both live and work there.

"We want our teachers, nurses and police officers to have the option to also become residents," Repya explained.

Continued on page 3

HWR Housing Production



Creating Diverse, Vibrant Communities



Continued from page 2

Partnering on affordable housing makes financial sense as well.

“Our collaboration with HWR has allowed us to expand our ability to promote both neighborhood improvement and homeownership city-wide,” said Natasha Doll-Parry, Economic Development Specialist with the City of Brooklyn Park.

Durbin concurred. “Our ongoing work with HWR and our commitment to diverse housing

HWR homes are move-in ready.

stock gives us a higher performance score with the Metropolitan Council,” she said.

She also added that “the HWR/CLT model is extremely efficient because HWR does the majority of the work so our staff time is minimal.”

The benefits of affordable housing extend beyond planning and funding to the fundamental issue of quality of life for families and communities alike.

All HWR partner cities ensure that their affordable housing is spread across the community to avoid obvious differences in neighborhood demographics.

In turn, HWR helps keep neighborhood values from slumping by improving their homes.

It all adds up to a partnership that integrates the youthful energy of young families with the charm and stability of established neighborhoods and cities to create diversity in housing, demographics and lifestyles.

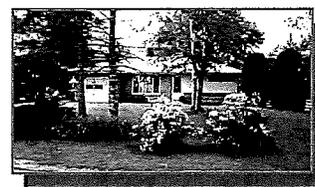
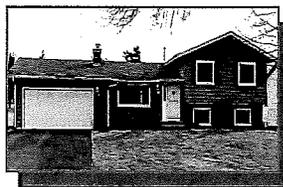
“In the final analysis, it all comes down to helping working families live in or near the communities where they work,” said Schnitker.

“If we continue to keep that as our focus, then our partnership will continue to expand, as will the benefits to our communities,” she added.

“Owning my own home has inspired me to pursue more education and other life goals.”

HWR Strategic Goals

- ◆ Further strengthen collaborations and partnerships.
- ◆ Continue to be financially stable, efficient and transparent.
- ◆ Influence housing policies that support Hennepin County homeownership options.
- ◆ Offer effective programs that will expand the HWR Community Land Trust program.



Homes Within Reach

5101 Thimsen Ave., Suite 202
Minnetonka, MN 55345

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US Postage Paid
Twin Cities MN
Permit No. 29626



*****AUTO**3-DIGIT 554

JAMES HOVLAND
CITY OF EDINA
MAYOR
4801 W 50TH ST
EDINA MN 55424-1394

Your Home is Just a Few Steps Away.

1. *Submit HWR
Application.*

2. *Attend HWR
Informational
Meeting.*

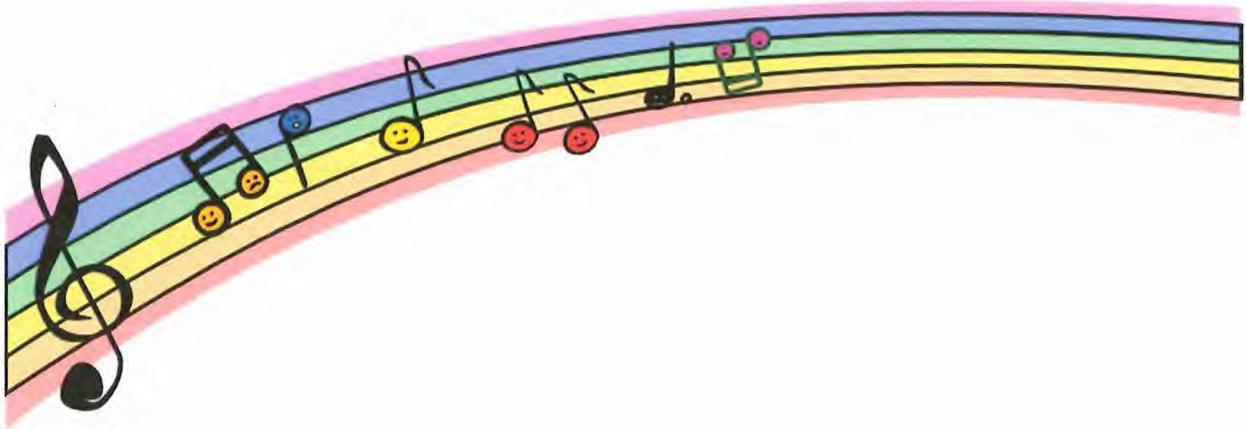
3. *Apply for Your
Mortgage.*

4. *Interview
with HWR
Resident
Committee.*

5. *Have an Attorney
Review Your
Ground Lease.*

6. *Complete Your
Closing... and
Move In!*

NORTHERN WINDS CONCERT BAND



Just a note to say "Thank You" for the opportunity to perform at Centennial Lakes on Monday July 13th. We look forward to performing there again in the future. It was a really comfortable night, and we had a nice size crowd in attendance. Plus they enjoyed the musical selections. We have enjoyed performing at Centennial Lakes over the years and appreciate being able to be included in the performance schedule, in performing at one of the premier venues in the Twin Cities. It's always fun to see the miniature boats in the water, people playing miniature golf and those walking by and deciding to stay for the concert.

We also appreciate the financial gift from the city of Edina. All funds we receive are placed in our treasury to pay for percussion equipment and maintain our band trailer. We perform 2 times a year for the city of Edina: Mother's Day at Edinborough Indoor Park and here at Centennial Lakes in July.

Thank You again and please refer us to other outdoor facilities that may be Interested in our type of entertainment.

Sincerely,
Joe Speakman - Conductor

Northern Winds Concert Band

612-414-4426 / musicmanjjs@aol.com

Heather Branigin

From: marianne Rother <marother@msn.com>
Sent: Thursday, July 23, 2015 1:45 PM
To: James Hovland; Mary Brindle; kstauton@edina.mn.gov; Robert Stewart; swensonann1@gmail.com
Cc: bettlebug00@gmail.com
Subject: 7200 building and future developement.

Dear Edina Council,

Did anyone read the Science Section of the Star Tribune on July 12, 2015 on Traffic Noise? If you didn't I have enclosed a copy. How about the August 2015, issue of Scientific American on hearing loss from everyday noises? These articles are why I keep sending you letters on development and increasing the density the west side of France Avenue. I don't want restaurants and more traffic on this side of France where single family homes reside. We also been living with airplanes in this area which is as well

When we moved in 23 years ago we accepted and like the fact that we had a suburban and urban feel to the neighborhood. However, that has flipped to urban with a little suburban feel. We have increase restaurants at Southdale, the Westin, apartments buidings galore. Along with that more noise from increase traffic, air condition units/ compressors units with no thought to the people who live in the area. Just because you have the capacity doesn't mean doesn't mean you should build it. It is a moral issue and a quality of life issue. If that is the case then build apartment buildings on some the excess property near Creek Valley Elementary School. I know that won't happen.

So what we are suppose to do? Move, however some of us have paid off our homes and want to stay here. I suppose I should close my windows in the summer and turn on my air condtioning but I like the outside air. Second anybody read the Star Tribune, today July 23, 2015 about how piggy the United States is when comes to using air conditioning. Let's say I am trying to reduce my carbon footprint for children and grandchildren. The way you have handle Southdale isn't helping matters.

Sincerely,

Marianne Rother

startribune.com/health

TRAFFIC NOISE TIED TO HEALTH RISK

Continual exposure to traf-fic noise may increase the risk for cardiovascular disease, British researchers report. Scientists used data on road traffic noise and hospital admissions for cardiovascular disease in London from 2003 to 2010. Compared with average noise levels below 55 decibels, levels above 60 decibels were associated with higher rates of hospital adrnissions for stroke — 5 percent higher among people 25 to 74 and about 9 percent higher among those 75 and older. All-cause mortality was 4 percent higher for people in noisy neighborhoods. The study was published in Euro-pean Heart Journal.

Sixty decibels is quieter than most urban environ-ments. But the researchers suggest that the cumulative effect could be significant.

Heather Branigin

From: Common Sense Edina <commonsenseforedina@gmail.com>
Sent: Thursday, July 23, 2015 11:02 PM
To: James Hovland; Robert Stewart; Kevin Staunton; Mary Brindle; swensonann1@gmail.com; Scott H. Neal
Subject: Common Sense for Edina - use of drone by the City of Edina

I am very familiar with the FAA regulations regarding drones which are called Unmanned Aerial Systems (UAS) by the FAA. The article below published in the Sun Current shows a lack of understanding of federal regulations around the use of UAS. Any use of a UAS operated by a governmental organization requires a certificate of Authorization (COA) which the city of Edina does not have according to the FAA web site that lists all current COA's. Without out a COA the city of Edina is in violation of federal law by operating a UAS.

https://www.faa.gov/uas/public_operations/foia_responses/

In FAA terms there is no such thing as a 'demo flight'. Any flight of a drone by a governmental organization like Edina requires a COA. If a third party is used to fly a UAS an FAA Section 333 exemption is required. The FAA requirements are clearly spelled out for UAS and 'higher-altitude' is not a phrase used. Civilian drones are not allowed to fly over 400 ft and it is illegal to fly a UAS over people.

These are federal requirements that have no wiggle room and I would highly suggest the city seek qualified advice before there is any future use of a drone. I would also recommend the city of Edina have specialized liability insurance for any drone use. There is no insurance that will cover the illegal use of a drone.

I would also suggest the city of Edina contact the FAA before there are any future use of drones to make sure the city is in full compliance and understands federal regulations on the use of UAS.

<https://www.faa.gov/uas/contacts/>

Contact Us

If you believe an imminent risk exists to public safety or to the national airspace, please call your local law enforcement official.

If you have a safety-related question, comment, or complaint about UAS, please contact the Agency's Aviation Safety Hotline website or call 1-866-835-5322, Option 4.

If you have a general question, comment, or complaint about UAS, please contact us via email at 9-AFS-UAS-Inquiries@faa.gov

<http://current.mnsun.com/2015/07/edina-city-council-notes-bank-plans-crime-prevention-drone-photography-energy-conservation/>

Drone photography demo

City Manager Scott Neal noted that the city is testing a drone as a possible option for cheaper aerial photography of the city. Higher-altitude photography can be hard to come by and expensive, but a drone could prove to be cheaper, he said.

In its demo thus far, the city has been compliant with all federal and FAA regulations, Neal said. If the city should choose to enlist a drone on a more regular basis, administrators would go through the appropriate permitting process that would be required, he said.

https://www.faa.gov/about/office_org/headquarters_offices/ato/service_units/systemops/aaim/organizations/uas/coa/

David Frenkel

Heather Branigin

From: Matt B <mattbehning@hotmail.com>
Sent: Friday, July 24, 2015 5:00 AM
To: James Hovland
Subject: Please consider in GEARS grant decision process

Mayor Hovland,

I heard about the June 8th CTIB Grant Evaluation and Ranking System meeting where it looks like you are beginning the detailed process of choosing where to issue grants for 2016. **I'm a resident of Washington County and I would like to submit to you my evidence that should weigh heavily in your consideration on whether or not to invest in Transit in our area.** The corridors are the Gateway Corridor, The Red Rock Corridor, and the Rush Line Corridor.

As you may be aware from the Federal Transit Administration, "*Low-income residents are the most likely to use transit.*" source: the FTA linked study called Why Transit Oriented Development and Why Now! at:
<http://www.fta.dot.gov/exit.php?url=http://www.reconnectingamerica.org/public/reports/115>

The point is Washington County is the wealthiest County out of all 87 counties in MN according to the 2010 US census. The WC cities along the proposed corridors like Lake Elmo, Forest Lake, Afton, Dellwood, and Woodbury rank in the top 40 highest per-capita income out of the **867 cities in MN** with the 2010 US census.

Currently our County enjoys modest use of the park and ride facilities out of church and business parking lots; however comparatively other suburb cities of similar size like Maple Wood, Lakeville, Maple Grove, etc use huge multi level park and ride facilities with far greater participation. **This shows if you invest in a Mass Transit Corridor in our County it will not have the ridership of the more popular corridors such as the Hiawatha and Green Line.**

Rather **you will very likely see unsustainable ridership** that has plagued the North Star Line (that also serves an affluent area) where you've had to decrease ticket prices, introduce repeat ridership incentives, and work hard to make the transit pick ups more predictable. A second example for reference is the Red Line in Apple Valley (also a similar suburb to the Woodbury area) that had only 6.3% of it's running cost paid for by the riders according to the 2013 MNDOT Status Guideways Report. The State average is 30%.

I wrote two fully sourced documents on the Gateway Corridor and the Red Rock Corridor that I believe are VERY important for you to consider as you are weighing the decision on what transit projects to invest in around the metro. **I highly suggest you continue to invest in the areas of the metro that actually need their transit corridors.** Areas such as the South West metro where traffic congestion is the worst in the State.

I appreciate your consideration and your work leading up to the difficult decision on where to invest CTIB dollars. Please understand we are perfectly content with our park and rides and traditional bus services. Only a small minority are strongly pushing these Corridors. **In the most recent Woodbury Community Survey**

approval for the corridor has fallen 12% in the last five years to below 50%. The beautiful new Newport Transit Station (being built for the Red Rock Corridor) has seen ridership at less than ten people a day. The Pioneer Press wrote an article about it "Newport Transit Station has few users, so far" and I went further to explain how this should be no surprise to the planners from their own 2013 study here.

Please read my two articles if you require further evidence Washington County is the last area you should prioritize CTIB funds:

The Gateway Corridor, Big Promises, Little Evidence

&

Red Rock Corridor Faces Delays as 7 Facts Become Undeniable

I'd appreciate your reply with input on your thoughts regarding transit in Washington County.

-Matt Behning
Stillwater, MN



Photo courtesy Barr Engineering Company

2015 Pollinator Summit

Designing for Pollinators - Enhancing our Communities

Thursday, August 13, 2015, 8:30 a.m. - 4:30 p.m.

Minnesota Landscape Arboretum | Chaska, MN

\$70 Arboretum Members and Conference Affiliates | \$80 General Registration

Fee includes Arboretum admission, lunch and coffee breaks

THE POLLINATOR SUMMIT will focus on protecting pollinators by restoring ecological functions to the urban landscape, and recognizing the ecological and economic benefits that using best practices brings to our communities. Those who guide policy, plan, or manage landscapes will leave with a better understanding of how to support pollinators in an urban environment, and inspired to take action in your work.

SUMMIT HIGHLIGHTS

Dr. Marla Spivak | *MacArthur Fellow, Distinguished McKnight Professor, University of Minnesota*

Sarah Bergmann | *Founder and Director, Pollinator Pathways, Seattle, Washington*

Concurrent sessions on planning, design and management practices that support pollinators

612-301-1210 • www.arboretum.umn.edu/Pollinators2015.aspx

UNIVERSITY OF MINNESOTA

Heather Branigin

From: Jennifer Janovy <jjanovy@outlook.com>
Sent: Friday, July 24, 2015 12:58 PM
To: Edina Mail
Subject: Fwd: Ethical concern

Dear City Council members:

About a year ago, a former City Council member recommended that the Council adopt an Ethics policy. There seemed to be agreement on the idea, but then it was dropped. It's time to pick it back up, and below is one reason why.

Thanks for your consideration.

Jennifer Janovy

Begin forwarded message:

From: Jennifer Janovy <jjanovy@outlook.com>
Date: July 20, 2015 5:46:59 PM CDT
To: "Scott H. Neal" <sneal@EdinaMN.gov>
Subject: Ethical concern

Hi, Scott.

After reading your August 17, 2015 *Friday Report* I wanted to raise up something to you that I consider to be an ethical issue. I don't expect that there will be agreement on this.

Your *Friday Report* included the following:

Grandview Update

City staff is working with ESG Architects to prepare some preliminary architectural floor plans and renderings for possible mixed-use redevelopment of the City-owned property. This site has been vacant since the new Public Works & Park Maintenance Facility opened in 2010. The mixed-use components include a new 60,000-square-foot civic building, a new apartment building and new outdoor circulation and plaza areas. While this work is very preliminary in nature, it strives to illustrate how the new community building can function on this challenging site. This work should be completed next month and presented to the City Council for further consideration.

The *Friday Report* is billed as "a weekly report to the City Council about current City operations and activities and previews matters that will concern Council Members in the near future."

As of August 17, preliminary architectural floor plans and renderings had already been prepared by ESG and council members had already met with city staff members, the developer, and the architect to review the floor plans and renderings and provide feedback.

This fact was completely omitted from your *Friday Report*.

That, in itself, is not the ethical issue, unless there was an intent to hide the fact that these meetings had happened. To me, the ethical issue is that the meetings happened in the first place.

The purpose of the Open Meeting Law is to prohibit secret meetings that make it impossible for the public to become fully informed; assure the public's right to information; and give the public an opportunity to express its views.

Council members met in configurations of fewer than a quorum to review and discuss the architectural drawings. If they had all met together, the meeting would have had to have been open. But by splitting the meetings so that no more than two city council members were present at one time, the same content could be presented to all council members in secret and discussed in secret.

Yes, it was secret because the public had no way to know about the meetings and even your *Friday Report* does not reveal that they happened.

There is no compelling reason to conduct these meetings in secret, other than to keep the preliminary plans and discussions out of public view.

Scheduling or convenience is not a compelling reason. Fear of how the public might react to the preliminary drawings is not a compelling reason. A desire to have the discussion in private, where perhaps everyone can be more candid, is not a compelling reason.

I don't know why these meetings were held in secret, but can think of no reason compelling enough to ignore the spirit (if not the letter) of the Open Meeting Law.

Please don't tell me that there is nothing unethical about meeting with all council members in configurations of fewer than a quorum to present and discuss official city council business because I just have a different opinion.

Please also don't tell me that it's not unusual. That's not a defense but an admission that the ethics at City Hall may be seriously out of step with community expectations.

Last, please do not tell me that no discussions take place or that no decisions are made. Both can occur through intermediaries. This city council makes only some of its decisions by formal vote. The rest are made by open consensus and the council expressly stating its direction, or by individual council members providing feedback that allows the staff member (or other) to determine where there is council consensus and take action accordingly.

Council members reviewed and commented on preliminary floor plans and renderings. The next time they see them, they will have been changed, in response to council member feedback, especially where there appeared to be consensus. Presumably, the next iteration of plans will be more agreeable. That's the goal.

I personally think that the public should be able to see how we got from A to B. As it is today, the public doesn't even know that there was an A.

And your *Friday Report* did not inform them.

As said at the start, I don't expect you to agree but do hope that you will initiate an open conversation with the city council about where to draw the line. Is the practice in question consistent with their ethical standards? Does it live up to the letter and spirit of the Open Meeting Law?

Thanks for listening and for giving this consideration. Please let me know if you'd like to discuss.

Jennifer



Jeff Smisek
Chairman of the Board,
President and
Chief Executive Officer

July 13, 2015

The Honorable Edina Hovland
Mayor, City of Edina
4801 W. 50th St.
Edina, MN 55424

Dear Mayor Hovland:

Thank you for your efforts in passing U.S. Conference of Mayors Resolution No. 55 calling on the U.S. Government to initiate consultations with the governments of Qatar and the United Arab Emirates (UAE) to address the enormous subsidies that they provide to their state-owned airlines, in clear violation of Open Skies policy.

The support that the resolution received from mayors like you at the USCM's 83rd Annual Meeting reinforces United's belief that the economic growth of U.S. carriers and our cities is being threatened by the unfair government subsidies and benefits provided to the Gulf carriers. I know how hard you personally worked in the International Affairs committee to get this resolution passed and I would like to extend my gratitude for your hard work and dedication to this issue.

As you know, the U.S. airline industry employs more than 300,000 people across the United States. Our employees earn on average double what the average worker in the U.S. does. These are jobs the country needs and they're a crucial part of a strong, growing economy. The business practices of the Gulf carriers are putting these and many other U.S. jobs in jeopardy, and I thank you for standing strong for American carriers and their workers.

United's more than 85,000 employees reside in every U.S. state, and with our partners at United Express, they operate an average of more than 5,300 flights to more than 360 airports across six continents. We are committed to building a sustainable future for our employees and their communities. With a level playing field, we will be able to focus on delivering the best possible passenger air service – a critical service that connects friends and families, supports jobs and drives economic activity across the country.

Thank you again for your leadership and your support.

Sincerely,

A handwritten signature in blue ink that reads "Jeff Smisek". The signature is written in a cursive, flowing style.

Heather Branigin

From: Laura Russ <laura.e.russ@gmail.com>
Sent: Friday, July 24, 2015 6:18 PM
To: sean.broom@mail.house.gov; johnpaul.yates@mail.house.gov;
rep.paul.thissen@house.mn; rep.frank.hornstein@house.mn;
sen.scott.dibble@senate.mn; sen.melisa.franzen@senate.mn;
betsy.hodges@minneapolismn.gov; Edina Mail
Subject: Thanks For Your Leadership

TO:

U.S. Representative Keith Ellison
U.S. Representative Erik Paulsen
Paul Thissen, Minnesota Speaker of the House of Representatives State Senator Scott Dibble State Senator Melisa Franzen State Representative Frank Hornstein Mayor Betsy Hodges, City of Minneapolis Mayor James Holvand, City of Edina John Quincy, Minneapolis City Council Linea Palmisano, Minneapolis City Council Joni Bennett, Edina City Council Scott Neale, City Manager, City of Edina Loren Olson, Policy Aide John Dybvig, Policy Aide

CC:

Senator Amy Klobuchar
Senator Al Franken
Governor Mark Dayton

Thank you for your leadership with the airport issues. The recent FAA announcement indicating that they will not implement Area Navigation (RNAV) departure routes at MSP would not have been possible without representatives like you and the community coming together in a unified front to find a solution.

We look forward to your active leadership as we continue to push for other changes impacting this issue, including:

- Mandating an environmental impact study (EIS) for all changes at MSP - land and air
- Changing how noise is measured to be fair for all our neighborhoods
- Creating a long-term statewide aviation plan that addresses the inevitable airport growth at MSP

Our community is always better when we come together. Thanks, again, for all you do.

Regards,

--

Laura Russ
laura.e.russ@gmail.com
4800 Fremont Ave So
Minneapolis, MN

From: Carol Retherford [<mailto:carolreth@gmail.com>]
Sent: Monday, July 27, 2015 7:27 PM
To: Jessica Van Der Werff
Cc: James Hovland; Mary Brindle; Kevin Staunton; Robert Stewart; swensonann1@gmail.com; Ross Bintner
Subject: Re: Southwest Ponds in Edina

Jessica Van Der Werff,

Thanks for your response. That certainly is good news about Cote's pond. We will look forward to improvement there!

We don't understand why the other smaller pond is not eligible as well. Just this spring the city put in a culvert between the 2 ponds in essence making them the same. It certainly is in the worst shape.

We'd appreciate any help you can give us to address this issue.

Thanks again,
Carol & John

On Mon, Jul 27, 2015 at 7:13 PM, Jessica Van Der Werff <JVanDerWerff@edinamn.gov> wrote:

Hello John,

The larger pond adjacent to your property is called Cote Pond and is on the treatment schedule for algae in 2015. I will follow-up with the contractor and provide you with an update.

The smaller unnamed pond adjacent to your property is not currently eligible for treatment according to the Lake & Pond Management Policy (http://edinamn.gov/index.php?section=lake_pond_management); however, residents can work together to raise the service level of the pond, making it eligible for whole pond algae treatment.

I will send some more information about forming a lake group and we can work together to evaluate opportunities.

Jess

Jessica Van Der Werff, Water Resources Coordinator



952-826-0445 | Fax 952-826-0392

JVanDerWerff@EdinaMN.gov | www.EdinaMN.gov

...For Living, Learning, Raising Families & Doing Business

From: Carol Retherford [mailto:carolreth@gmail.com]

Sent: Sunday, July 26, 2015 1:50 PM

To: James Hovland; Mary Brindle; Kevin Staunton; Robert Stewart; swensonann1@gmail.com; Ross Bintner; Jessica Van Der Werff

Subject: Southwest Ponds in Edina

City Council, Environmental Engineering Department, and Water Resources,

My name is John Retherford and my wife, Carol, and I have resided at 7606 Delaney Boulevard for over twenty five years. When we first moved into our house the ponds behind us were clean, abundant with wildlife, and used by neighbors with canoes and paddleboats. Today those ponds are a moat of green sludge, barren of wildlife, and, at times, with an odor so foul that it is unpleasant to be outside. I have a concern that the ponds may be unhealthy as well. We actually sprayed Lysol on our porch last night to try to combat the smell but were forced inside.

Several years ago the residents adjacent to the ponds formed a coalition to meet with Edina's City Council to determine if anything could be done to improve the pond quality. We were informed that the city of Edina couldn't implement a pond improvement program since the ponds drain into Nine Mile Creek.

I am aware that the City implemented a Lake and Pond Management Policy in 2014. It is also my understanding that a recent hire by the City has expertise in improving the quality of ponds. Before I start the process of forming a lake association or lake group, I would like to know if the City of Edina has jurisdiction over the ponds in question.

My wife and I would welcome the council to have snacks and beverages out on our porch so you can experience this problem first hand.

Thank you for your time and consideration,

John Retherford



7444

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7436

7424

Long Brake Trail

Unnamed

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5804

5808

5800

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5701

5720

5801

5709

7600

5727

5723

5719

5715

Cote

DELANEY BLVD

7604

7606

5731

5735

Unnamed

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GLASGOW DR

DELANEY BLVD

5600

5820

5816

LOCHMERE TER



PERMIT TO DESTROY AQUATIC VEGETATION

Permit No.: 15F-3A1034
Device No.:

The Commissioner of the Natural Resources, pursuant to authority by law, hereby grants this permit to the person whose name appears below, for the purpose specified, dates inclusive as shown, in the conditions hereinafter set forth:

Table with permittee information: Name (ROSS BITNER), Fire Number, Telephone Number (952-826-0445), Address (7450 METRO BLVD, EDINA MN 55424), and Lake Address (ALL SHORELINE, EDINA MN 55424).

INCLUSIVE DATES OF PERMIT:

Table with permit dates: FROM: June 22, 2015; TO: September 01, 2015; TYPE OF PERMIT: 1 Season.

THIS PERMIT APPLIES ONLY TO THE WATER AREA AS DESCRIBED AS FOLLOWS:

Table with lake details: Name of Lake (Cote 27104000), Acres (18), County (Hennepin), Extending (3.5) acres, Treatment by permittee or: LR - Lake Restoration, Location of Treatment Area: Entire pond (3.5 acres) for planktonic algae only.

Text describing control and methods: Type of Control: Pesticide control of plankton algae. Means and Methods Allowed: Up to two treatments with DNR approved pesticides to be applied by a licensed commercial applicator.

THE PERMITTEE OR AGENT SHALL GIVE NOTICE OF COMMERCIAL MECHANICAL CONTROL OR CHEMICAL TREATMENT DATE TO THE FOLLOWING PERSON WHICH SHALL BE RECEIVED BEFORE BEGINNING ANY WORK HEREUNDER. FAILURE TO NOTIFY PRIOR TO BEGINNING WORK OR VIOLATION OF OTHER TERMS AND CONDITIONS OF THIS PERMIT SHALL BE GROUNDS FOR REVOCATION OF THIS PERMIT OR REFUSAL TO RENEW.

APM Treatment Notification: APM.notifyR3a@state.mn.us; 1200 Warner Rd St. Paul, MN; or 651-259-5752

"By obtaining this permit (DNR's Aquatic Plant Management Permit), dischargers of pesticides are granted coverage under the National Pollutant Discharge Elimination System (NPDES) / State Disposal System (SDS) Pesticide General Permit for the control of Nuisance Aquatic Animals (MNG87C0000) and Vegetative Pests and Algae (MNG87D0000) administered by the Minnesota Pollution Control Agency (MPCA). Compliance with this permit will satisfy the requirements of the NPDES/SDS permit. More information and copies of MPCA's permit can be found at www.pca.state.mn.us/pesticidepermit."

The Minnesota Department of Natural Resources does not vouch for the effectiveness of any control method or operation nor does it stand as arbiter whether or not any such method or operation has been satisfactory. This permit is permissive only and no liability shall be incurred by the State or by any of its offices, agents, or employees by reason of the issuance of it or by reasons of acts or operations of the permittee.

AFS:
CO: 355
Other:

Authorized Signature for Commissioner Date
Digitally signed by Sean Sisler

Handwritten signature of Sean Sisler

DN: cn=Sean Sisler, o=MNDNR, ou=APM, email=sean.sisler@state.mn.us, c=US
Date: 2015.07.01 08:33:44 -05'00'

Heather Branigin

From: Harry McLenighan <hmclenighan@gmail.com>
Sent: Monday, July 27, 2015 3:41 PM
To: Chad Millner
Cc: James Hovland
Subject: Promenade 4

At what meeting were the initial and final designs approved for the Promenade, Phase 4 project? I need to research an easement issue. April, 2014 sounds like the range, but, like I said, I'd like to look at the conceptual as well as the final plans.

I live at 7200 York (condo #222), so I've been able to observe progress on the project daily. It's going to be really, really nice addition.

I watched the planning commission and city council deliberations about this project, and my recollection was that a convenient, attractive, welcoming, PUBLIC easement through the new Lunds & Byerly's apartment development to the new Lunds & Byerly's store was assured for residents in my development as part of the approval process.

To this point, I've not seen any accommodation for such a passageway, and the landscaping project is almost to Think Bank. I can assure you that my neighbors and I will be - at the very least - disappointed if we find that we need to walk to Hazeldon rather than cut through to get to L&B.

Thanks for your assistance,

Harry McLenighan, EdD
7200 York
Condo 222

612-749-2154

Heather Branigin

From: Maura Schnorbach <mschnorbach@stpatrick-edina.org>
Sent: Tuesday, July 28, 2015 2:51 PM
To: Edina Mail
Subject: Thank you for supporting 66 West!

Hello Mayor and City Councilmembers,

I wanted to thank all of you for the groundbreaking work you have done over the last couple of years in support of 66 West. I believe that it is going to create some wonderful opportunities for our community! It takes vision and leadership to take the first steps on a project like 66 West! This afternoon will be a great celebration of the progress to date and a chance for us to thank all of the members of our community who have played a key role.

I know that summer is always busy and some of you may not be at the Ice Cream Social! I wanted to let all of you know how grateful we are for everything you have done on behalf of homeless youth!

Best,

Maura Schnorbach
Social Justice Coordinator
Church of St. Patrick
6820 St. Patrick's Lane
Edina, MN 55439
952-767-0942
mschnorbach@stpatrick-edina.org



James Hovland
Mayor
City of Edina

Dear Mayor Hovland,

You're invited to a special first-time viewing of

"The Real Impact of Aircraft Noise in America"
By Kevin Terrell

Monday, August 3, 2015
7:00-8:30 p.m.
Edina City Hall
Edina City Council Chambers
4801 W 50th St
Edina, MN 55424

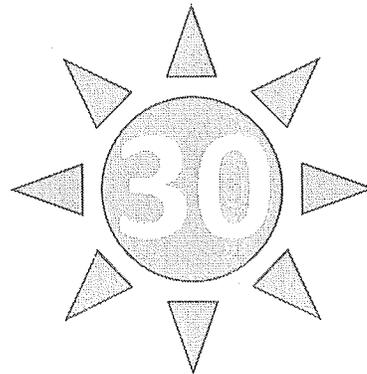
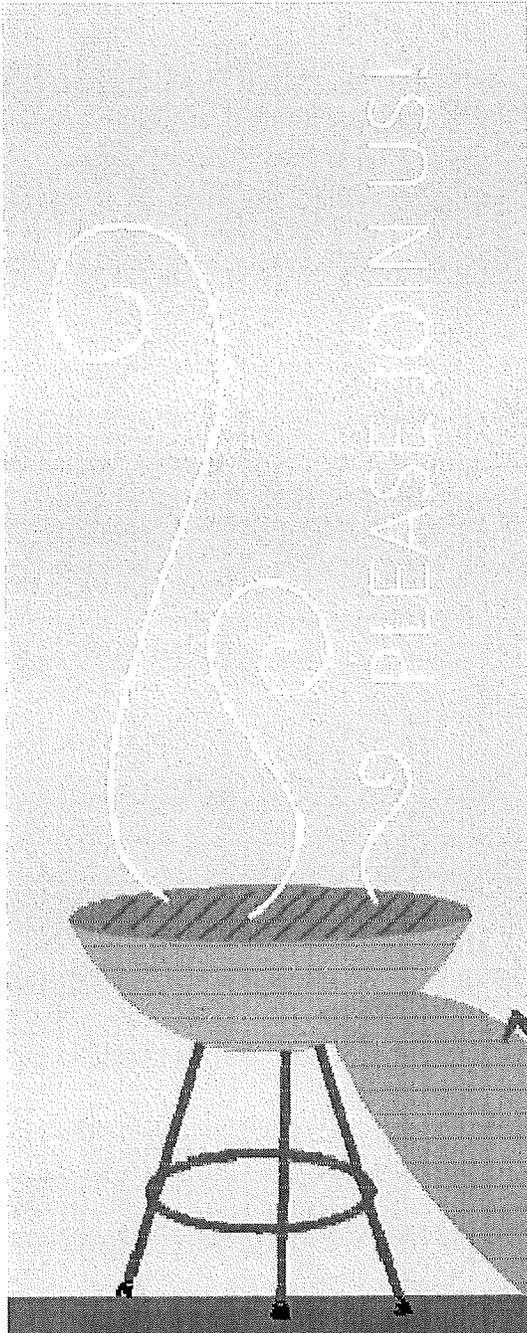
In cities across the U.S., residents near airports are living under an increasing barrage of noise and chemical pollution from commercial aircraft. This 17-minute film uses in-depth research to demonstrate, for the first time, the enormous number of U.S. citizens significantly affected by aviation noise – *noise that is damaging our health, impacting schoolchildren's learning ability, and degrading quality of life in affected neighborhoods* – as well as a plan of action for citizens.

Kevin Terrell, Katana Consulting & MSP FairSkies Coalition co-founder, partnered with the University of Minnesota Center for Urban and Regional Affairs (CURA) to complete a noise analysis of the top 35 U.S. airports, based on data obtained from the FAA.

Kevin will be available for questions and there will be time for stakeholder discussion.

Please RSVP by Saturday, August 1 to: Connie Carrino 952.920.2111 crcarrino@q.com

This event is sponsored by MSP FairSkies Coalition who is grateful to the City of Edina for allowing us the use of their facilities



Community Action Partnership of Suburban Hennepin (CAPSH) is celebrating its 30th year serving suburban Hennepin County residents.

We hope you will join us at a summer barbeque to celebrate CAPSH's work and explore opportunities to partner for community progress.

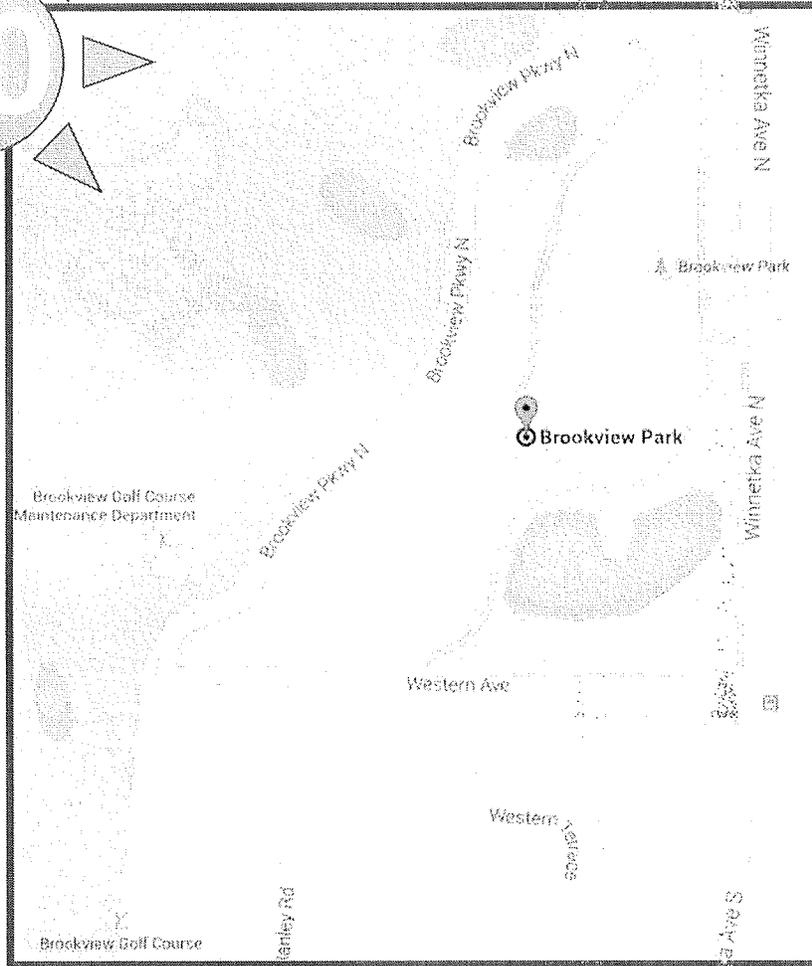
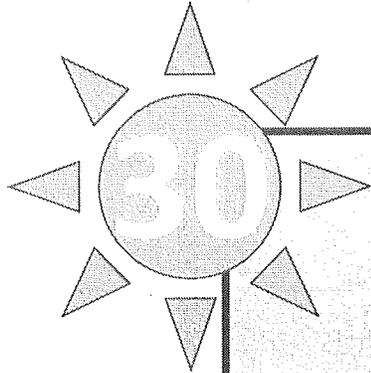
Date: Wednesday, August 26, 2015
12:30-3:00PM

**Lunch will be served until 2:00PM*

**Special guest speakers at 1:30PM*

Location: Brookview Park
200 Brookview Pkwy N
Golden Valley, MN 55426

RSVP to Christine Hart by August 24, 2015 via email at chart@capsh.org or phone at (952) 697-1364. Please indicate if you have any dietary restrictions.



(Highway 55 to Winnetka Ave, south to Brookview Parkway, then turn right)

Community Action Partnership
of Suburban Hennepin

Heather Branigin

From: Joseph M Medina <joemed@us.ibm.com>
Sent: Wednesday, July 29, 2015 9:44 AM
To: James Hovland
Cc: jennyjmedina@me.com
Subject: Fw: 7301 Schey Drive

Good morning Mr. Hovland,
I would like to bring to your attention an issue my wife and I have been dealing with for the past few months relating to the road construction project on Schey Drive. I have attempted to work with the city project manager Andrew Scipioni, but unfortunately this has proven to be futile. There are several issues, but the one item that I would appreciate your assistance with is in regards to the challenges we have been dealing with on the repairs to our irrigation system.

We recently had our entire irrigation system replaced, at a cost of approximately \$4,000. When the road construction commenced, I advised the Edina City Project Manager Andrew of my concerns when the workers damaged several sections of the irrigation system. Given the size of the investment we had made in installing the new system, coupled with the complexity of it, I asked Andrew to contact the company that installed the system to ensure that it was repaired correctly. Unfortunately this never took place, the contractor that is working for the city performed repairs that far from the original and had several issues. I have had several calls with Andrew on this issue, and unfortunately the the outcome is the same. He states that he understands the issue, commits to resolve and get back to us... a few weeks pass without hearing back, and then I have to reach back out to him. I am sure you can appreciate my frustration, and I don't believe this is the type of behavior the the City of Edina expects from their employees.

I would appreciate your guidance and assistance in how best to resolve this issue.
Many thanks,

Joseph M. Medina
Vice President, Global Technology Services
Communications Sector

Phone: 1-612-397-2507
E-mail: joemed@us.ibm.com
IBM Corporation: www.ibm.com

----- Forwarded by Joseph M Medina/Minneapolis/IBM on 07/29/2015 09:09 AM -----

From: Joseph M Medina/Minneapolis/IBM
To: Andrew Scipioni <ascipioni@EdinaMN.gov>
Cc: jennyjmedina@me.com, hovland@EdinaMN.gov
Date: 07/29/2015 09:07 AM
Subject: RE: 7301 Schey Drive

Andrew,

I believe you need to speak with your contractor as there have been no repairs/changes made to the irrigation system, the same issues that I brought to your attention two months ago have not yet been addressed. I have taken photos, and I highly recommend you visit the property today to see for yourself. This issue needs to be addressed ASAP.

- The sprinkler head on the south end of the property is over a foot short of where the original was installed
- Two sprinkler head's north of previously mentioned does not rotate
- The sprinkler head directly south of driveway (adjacent)is attached via a 1/4 hose and not the original 1" pipe, which impacts throughput

In addition to the above, there is several pieces of pipe/trash that needs to be removed before topsoil is filled.

Again, I have brought this issue to your attention before and this has yet to be resolved. Please advise as to how you will get these items resolved. We have been more than patient during this process, but this has become unacceptable.

Regards,

Joseph M. Medina
Vice President, Global Technology Services
Communications Sector

Phone: 1-612-397-2507
E-mail: joemed@us.ibm.com
IBM Corporation: www.ibm.com

Andrew Scipioni ---07/27/2015 11:40:10 AM---Joe, I understand your frustration and I apologize for not following up with you in a timely manner.

From: Andrew Scipioni <ascipioni@EdinaMN.gov>
To: Joseph M Medina/Minneapolis/IBM@IBMUS
Date: 07/27/2015 11:40 AM
Subject: RE: 7301 Schey Drive

Joe,

I understand your frustration and I apologize for not following up with you in a timely manner. After we last spoke about your irrigation system, I inspected the work and spoke to our contractor about the repairs. My understanding was that the repairs were complete and the system was functioning without any issues. If this is not the case, I can speak to our contractor about getting another crew out to restore the system.

Under the conditions of our contract with Northwest, we cannot guarantee that the repaired portions of irrigation systems or pet fences will exactly match the existing systems, though we try our best to match the existing styles. If the repairs are simply not up to your standards, you are welcome to hire your own contractor

to repair them; however, the City will not be able to reimburse you or warranty the work once your contractor touches it.

If you have any other concerns or comments, please let me know.

Thanks,

**Andrew Scipioni, EIT, Engineering
Technician**



952 826 0440 | Fax 952-826-0392
ascipioni@EdinaMN.gov | www.EdinaMN.gov
...For Living, Learning, Raising Families &
Doing Business

From: Joseph M Medina [<mailto:joemed@us.ibm.com>]

Sent: Monday, July 27, 2015 10:32 AM

To: Andrew Scipioni

Cc: jennyjmedina@me.com

Subject: 7301 Schey Drive

Good morning Andrew,

It has been over three weeks since our last discussion in where you had committed to get back me on the issue I previously raised regarding the irrigation system at our house. I can appreciate that you may be busy, but I cannot think of any appropriate excuse for failing to follow up as agreed at this point. Given your failure to respond in an acceptable manner, I will have the contractor that installed the system (BNR irrigation) re-install the mess that your contractor made and will have the invoice sent directly to you.

We have lived here in Edina for over 12 years now, and I am quite shocked and disappointed at how the city has managed this road project. Please advise if you have any questions. My mobile is 612-840-6654.

Regards,

Joseph M. Medina

Vice President, Global Technology Services
Communications Sector

Phone: 1-612-397-2507

E-mail: joemed@us.ibm.com

IBM Corporation: www.ibm.com

Heather Branigin

From: Brenda Becker <brendab2@me.com>
Sent: Wednesday, July 29, 2015 11:08 AM
To: Mary Brindle; James Hovland; Kevin Staunton; swensonann1@gmail.com; Robert Stewart
Subject: Fwd: Edina Community Lutheran Church

Begin forwarded message:

From: Brenda Becker <brendab2@me.com>
Subject: ECLC
Date: July 28, 2015 at 4:19:02 PM CDT
To: Teague Carey <cteague@edinamn.gov>, James Wisker <JWisker@minnehahacreek.org>, Holman Ken <ken.holman@state.mn.us>

Dear Carey,

Although I was unable to attend last week's Planning Commission meeting regarding the CUP permit for the Edina Community Lutheran Church, I heard that the proposal "sailed right on through" with nary a question or concern raised by any board member present.

My head is reeling; just a little more than a week ago, I read a wonderfully encouraging article in the Star Tribune quoting you, Carey, as a major proponent of the new Edina tree preservation ordinance that was recently passed. "We were losing that urban canopy, that urban forest that we had. And we were hearing about it ... " you stated in that article. So I simply do not understand. Apparently a church can scrape a property clean, removing some two dozen mature trees (or more), and pave the entire surface of its residential lot, but a private homeowner has to abide by tough new preservation rules. Do I have it right?

I am incensed. I am sad. That canopy you describe as vital to the well-being of Edina and its residents will not be replaced in our lifetime. And probably not in our children's. Once it's gone, it's gone. I do not understand how there can be an apparent double standard for an organization located in a neighborhood zoned residential. I would appreciate an explanation as to why this is so. Perhaps I am just missing something here. Thank you for helping me to understand what appears to be an anomaly.

Sincerely,

Brenda B. Becker

MINNESOTA

LOCAL • STATE • REGIONAL

Edina trying to save its trees

The city's tougher new preservation ordinance is targeted at builders who are scraping lots clean.

By JOHN REINAN
john.reinan@startribune.com

Edina is getting tough on tree tear-downs.

For several years now, builders have been demolishing and replacing old homes in Edina at a record pace. Concerned with contractors who were scraping entire lots down to bare earth, the city passed a tree

preservation ordinance that took effect July 1.

"We're getting at the builder who just takes everything out," said Cary Teague, Edina's community development director. "There were some builders who would come in, remove the house and wipe out every tree on the lot. We were losing that urban canopy, that urban forest that we had. And we were hearing about it ... we

decided to respond and come up with a tree preservation ordinance.

A majority of cities in the metro area have at least some kind of law on the books that deals with saving trees.

But Edina's is one of the toughest ordinances, and embodies a growing recognition of the benefits of urban trees, said Ken Holman, community forestry program coordinator at the Minnesota Department of Natural Resources.

"Cities are looking at the landscape for more of its function

TUESDAY, JULY 14, 2015 • STAR TRIBUNE • METRO • B5

Edina tries to save trees using tougher ordinance

◀ **TREES** from B1
can intercept more than 5,000 gallons of stormwater annually that would otherwise run off into sewers, according to an unofficial tree benefits calculator used by the DNR. The same tree also can remove more than

print of the house, and within 10 feet of the footprint, don't need to be replaced.

Trees are "a resource that we've been given and we don't really see the benefits until they're gone," said Matthew Rentsch, an urban designer

Heather Branigin

From: Kristine Donatelle <donatellek@icloud.com>
Sent: Wednesday, July 29, 2015 12:27 PM
To: Mary Brindle; James Hovland; swensonann1@gmail.com; Kevin Staunton; Robert Stewart; Edina Mail
Cc: ECLC
Subject: Fwd: Questions re ECLC CUP proposal, 4113 West 54th St.

Dear City Council members,

I have received no response to the following questions regarding Edina Community Lutheran Church's CUP and variance request at 4113 West 54th St. As a neighbor directly south and within 100 feet of the church, I would like answers to these questions please prior to the City Council meeting on Aug. 5th.

We are disturbed that city planning officials and board members have so far demonstrated little to no concern or consideration for this massive project's adverse impact on the environment including removal of many mature trees, wildlife habitat, noise and massive storm water runoff and erosion of the fragile creek slope and wetlands below. I have heard very few questions, commentary and concern regarding surrounding impact.

Sincerely,

Kristine Donatelle
5427 Woodcrest Drive

Begin forwarded message:

From: Kristine Donatelle <donatellek@icloud.com>
Subject: Questions re ECLC CUP proposal, 4113 West 54th St.
Date: July 23, 2015 11:20:49 AM CDT
To: mail@EdinaMN.gov, ECLC <eclcsite@gmail.com>
Cc: Cary Teague <cteague@edinamn.gov>

Dear Edina Community Lutheran Church and city of Edina planning representatives,

I live directly south of the church across the creek on Woodcrest Drive.

I raised several questions at the city Planning Commission hearing last night regarding the church CUP and variance request at 4113 West 54th St. Nobody was courteous enough to acknowledge or answer several of my questions at the hearing.

I would like these questions answered by church representatives, their architect and/or city planning officials *please before* heading into the City Council meeting in a few weeks:

A/C units - where exactly will these be located on the church building and has there been any attempt to mitigate their noise? I am sure they will be quite large and audible considering the 8,000-square-foot size of this addition. A comment was made at the hearing that they would be located on the SW side. Where exactly? On the rooftop or down below? How audible will these be?

Landscaping buffer (west side) - the plans call out for Canadian Hemlock but representatives from the church say it's arborvitae. Which is it? How tall are the shrubs and exactly how many will be planted on the west side portion of the addition?

Retaining wall – Is there a retaining wall supporting the length of this parking lot from west to east? The plans show one. How tall is it? What materials will it be made of – Boulder? Brick? Why is no detail about the retaining wall called out on the plans?

How many more trees will have to be cleared to make way for this retaining wall and why were they not designated on the required tree impact study? A significant portion of the fragile slope will be carved out and impacted to put up a retaining wall.

Walking path – I see what appears to be a walking path next to the retaining wall on the plans. How many more trees will have to be cleared for that path? Is it dirt or will more surface material be introduced here?

Storm Water release onto the slope – How many gallons of water will be released from the storage/holding tank and how often? With hard rainfalls (we had many this spring and summer), and with this massive new roof and new impervious surface, what's to prevent this water from pouring over the shallow swale and eroding the fragile creek slope below? What provisions are being made to preserve the slope and wetlands *below the swale*?

I was dismayed to find that city planning representatives did not follow up on my questions and demonstrated little to no consideration or concern for this project's impact on surrounding neighbors and the fragile creek slope below. I ask for your courtesy in addressing these questions.

Thank you,

Kristine Donatelle

5427 Woodcrest Drive

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Heather Branigin

From: Gayle Dreon, IRET Properties <tbratcher=iret.com@mail63.atl91.mcsv.net> on behalf of Gayle Dreon, IRET Properties <tbratcher@iret.com>
Sent: Wednesday, July 29, 2015 5:04 PM
To: James Hovland
Subject: You're Invited: 6565 France Grand Opening

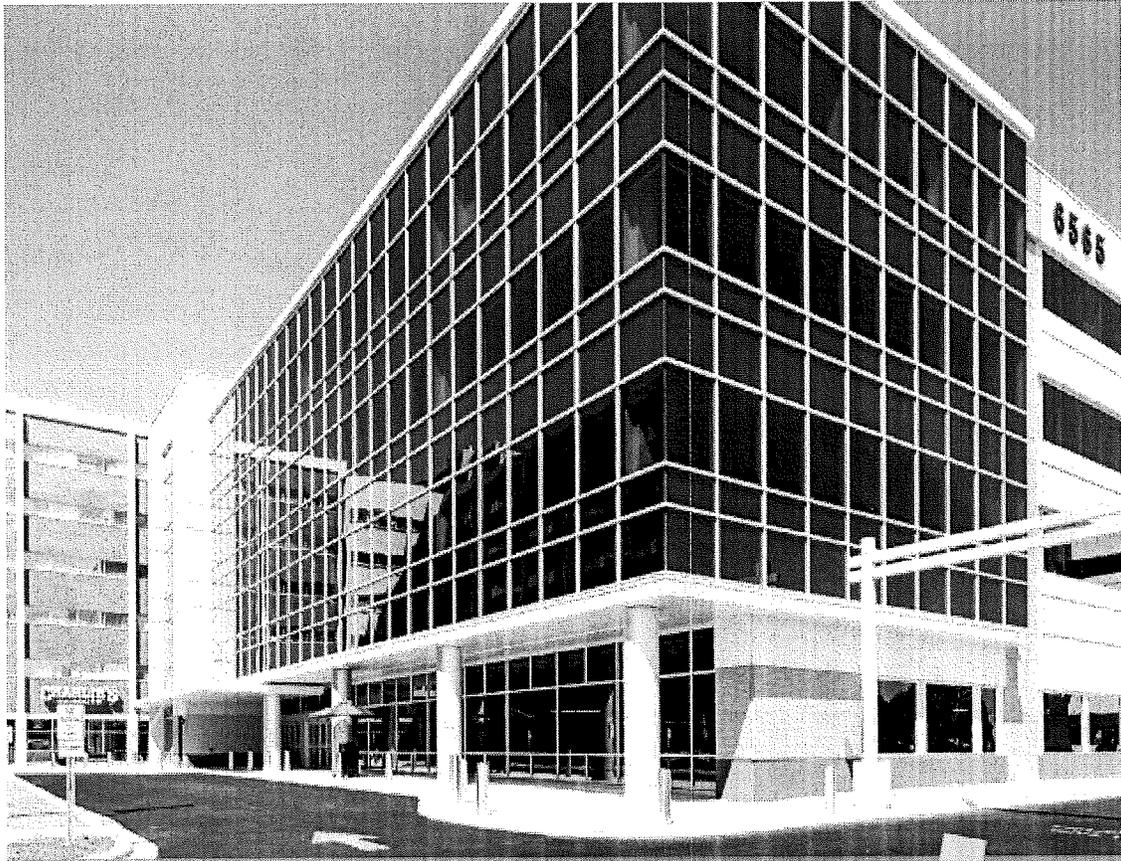
Dear Office Administrators and Doctors,

Allow us the pleasure of inviting you to attend the Grand Opening of the 6565 France Medical Building at the Southdale Medical Center. Refreshments will be served and we will have a short program at 4:30 PM.

Please see the below invitation and RSVP to Tescia Bratcher, tbratcher@iret.com or by calling us at 952-922-5399.

We look forward to seeing you there.

[View this email in your browser](#)



grand opening!

6565 France Avenue South
at Southdale Medical Center

Please Join Us
Wednesday, August 12, 2015
4:00 p.m. to 6:00 p.m.
Short Program at 4:30 p.m.

Refreshments and Valet Parking Provided

HOSTED BY: **IRET**
PROPERTIES

SILVER OAK DEVELOPMENT
THE DAVIS GROUP

RSVP BY AUGUST 7, 2015 • TESCIA BRATCHER 952-922-5399 • TBRATCHER@IRET.COM

Heather Branigin

From: Jennifer Janovy <jjanovy@outlook.com>
Sent: Wednesday, July 29, 2015 7:25 PM
To: Edina Mail
Subject: Fwd: Ethical concern

Please forward to the City Council. Thanks.

Begin forwarded message:

From: "Scott H. Neal" <sneal@EdinaMN.gov>
Date: July 28, 2015 4:43:43 PM CDT
To: 'Jennifer Janovy' <jjanovy@outlook.com>
Subject: RE: Ethical concern

Jennifer –

I want to acknowledge the receipt of your email. I've read and considered it thoroughly. In your opening paragraph you stated that you expect that we will not agree on the questions you pose. You are right about that. Any further reply would only be argumentative on my part, so I'll leave it that.

Regards,



Scott Neal, City Manager
952-826-0401 | Fax 952-826-0390
sneal@EdinaMN.gov | www.EdinaMN.gov

The City of Edina was named one of the *Star Tribune's* Top Workplaces in 2015!



From: Jennifer Janovy [mailto:jjanovy@outlook.com]
Sent: Monday, July 20, 2015 5:47 PM
To: Scott H. Neal
Subject: Ethical concern

Hi, Scott.

After reading your August 17, 2015 *Friday Report* I wanted to raise up something to you that I consider to be an ethical issue. I don't expect that there will be agreement on this.

Your *Friday Report* included the following:

Grandview Update

City staff is working with ESG Architects to prepare some preliminary architectural floor plans and renderings for possible mixed-use redevelopment of the City-owned property. This site has been vacant since the new Public Works & Park Maintenance Facility opened in 2010. The mixed-use components include a new 60,000-square-foot civic building, a new apartment building and new outdoor circulation and plaza areas. While this work is very preliminary in nature, it strives to illustrate how the new community building can function on this challenging site. This work should be completed next month and presented to the City Council for further consideration.

The *Friday Report* is billed as "a weekly report to the City Council about current City operations and activities and previews matters that will concern Council Members in the near future."

As of August 17, preliminary architectural floor plans and renderings had already been prepared by ESG and council members had already met with city staff members, the developer, and the architect to review the floor plans and renderings and provide feedback.

This fact was completely omitted from your *Friday Report*.

That, in itself, is not the ethical issue, unless there was an intent to hide the fact that these meetings had happened. To me, the ethical issue is that the meetings happened in the first place.

The purpose of the Open Meeting Law is to prohibit secret meetings that make it impossible for the public to become fully informed; assure the public's right to information; and give the public an opportunity to express its views.

Council members met in configurations of fewer than a quorum to review and discuss the architectural drawings. If they had all met together, the meeting would have had to have been open. But by splitting the meetings so that no more than two city council members were present at one time, the same content could be presented to all council members in secret and discussed in secret.

Yes, it was secret because the public had no way to know about the meetings and even your *Friday Report* does not reveal that they happened.

There is no compelling reason to conduct these meetings in secret, other than to keep the preliminary plans and discussions out of public view.

Scheduling or convenience is not a compelling reason. Fear of how the public might react to the preliminary drawings is not a compelling reason. A desire to have the discussion in private, where perhaps everyone can be more candid, is not a compelling reason.

I don't know why these meetings were held in secret, but can think of no reason compelling enough to ignore the spirit (if not the letter) of the Open Meeting Law.

Please don't tell me that there is nothing unethical about meeting with all council members in configurations of fewer than a quorum to present and discuss official city council business because I just have a different opinion.

Please also don't tell me that it's not unusual. That's not a defense but an admission that the ethics at City Hall may be seriously out of step with community expectations.

Last, please do not tell me that no discussions take place or that no decisions are made. Both can occur through intermediaries. This city council makes only some of its decisions by formal vote. The rest are made by open consensus and the council expressly stating its direction, or by individual council members providing feedback that allows the staff member (or other) to determine where there is council consensus and take action accordingly.

Council members reviewed and commented on preliminary floor plans and renderings. The next time they see them, they will have been changed, in response to council member feedback, especially where there appeared to be consensus. Presumably, the next iteration of plans will be more agreeable. That's the goal.

I personally think that the public should be able to see how we got from A to B. As it is today, the public doesn't even know that there was an A.

And your *Friday Report* did not inform them.

As said at the start, I don't expect you to agree but do hope that you will initiate an open conversation with the city council about where to draw the line. Is the practice in question consistent with their ethical standards? Does it live up to the letter and spirit of the Open Meeting Law?

Thanks for listening and for giving this consideration. Please let me know if you'd like to discuss.

Jennifer

Heather Branigin

From: Carissa Slotterback <schiv005@umn.edu>
Sent: Thursday, July 30, 2015 5:15 AM
To: Carissa Schively Slotterback
Subject: U of M Smart Cities and Infrastructure - seeking updates/resources for newsletter update

To: Smart Cities and Infrastructure Convergence Colloquium attendees and interested folks

About five months ago, on February 28th, we came together for an engaging and productive discussion about research and collaboration opportunities related to smart cities and infrastructure. The report on that event is available [here](#).

Since the event, we funded three great proposals with [Serendipity Grants](#) and have collaborative teams moving forward on developing a new pilot statewide Infrastructure Stress Transparency Tool, analyzing food flows and supply chains in Hennepin County, and using big data sources including social media and smartphone applications to understand the relationship between urban nature and the well-being of city residents. The teams represent a diverse set of disciplines and bring together expertise from more than 10 organizations outside of the U of M.

In order to maintain our emerging "community of research and practice," I'm hoping to share an e-newsletter update every six months or so.

If you've come across interesting smart cities and infrastructure related articles, events, or resources that you think would be of interest to the group, please feel free to pass them along. Also, if there are interesting initiatives that you and/or your organization are involved in, please share a few sentences and relevant links, and I'll include them in the update.

We hope to be able to maintain an engaged network of folks and look forward to hearing about your ongoing work.

Last, we're planning ahead to four additional [Convergence Colloquia](#) this fall. If you're interested in attending events related to health equity, renewable energy, water supply, and/or sustainable food systems, please let me know. If you have colleagues who would be interested, please feel free to share their names/emails as well.

Thanks!

Carissa

--

Carissa Slotterback, PhD, AICP
Director of Research Engagement, Office of the Vice President for Research
Associate Professor, Urban and Regional Planning Program, Humphrey School of Public Affairs
University of Minnesota
(612) 625-0640, schiv005@umn.edu

Heather Branigin

From: Randy J Anhorn <randy.anhorn@hennepin.us>
Sent: Thursday, July 30, 2015 10:33 AM
Subject: Hennepin County draft Natural Resources Strategic Plan
Attachments: 34-407-05a-14_NaturalResources_StrategicPlan_Summary.pdf;
Natural_Resources_Strategic_Plan.pdf

Good morning;

In early June, we sent out a request for feedback on the County's *draft* Natural Resources Strategic Plan (Plan). This is just a friendly reminder to those that have not yet provided comments, but were planning to, that there is still time to do so.

The Plan is intended to guide the county in responding to natural resources issues and in the development of policies, programs and partnerships that improve, protect and preserve our natural resources.

During the development of the Plan, the county sought input from a wide variety of internal and external stakeholders on what they believe the county should focus on when it comes to the management of our natural resources, where partnerships would be advantageous and where these partnerships could better leverage resources.

As part of our Plan development process, we are now seeking feedback on the draft Plan. Feedback will be collected through July 31, 2015 and will be used to improve the Plan and a summary of the public engagement findings will be presented to the county board in fall 2015.

Your feedback can come in many forms.

- Specific comments on the Plan's goals, objectives and strategies
- Provide general thoughts on:
 1. What you like about the Plan
 2. What do you find troublesome about the Plan?
 3. What is missing?
- Complete the online survey for partners. The online survey will be available through August 7, 2015

The full Plan, online survey and Plan flyer can be found here.

Thank you to all that have already provided feedback in one form or another.

Randy

Randy Anhorn | Supervisor, Land & Water Unit | Hennepin County, Environment and Energy Department
701 Fourth Ave S, Suite 700, Mpls MN 55415 | randy.anhorn@hennepin.us | o: 612.348.2027 | c: 651.472.4061



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Gathering feedback on the Hennepin County Natural Resources Strategic Plan

Hennepin County is seeking feedback on its draft natural resources strategic plan. This plan is intended to guide the county and its partners in responding to natural resource issues and developing internal and external policies, programs and partnerships that improve, protect and preserve natural resources. This provides a summary of the plan and highlights strategies and key elements to meet our natural resources goals. The full plan is available for review at www.hennepin.us/naturalresources.



Goal 1: Hennepin County waters are clean and healthy

- Protect and restore lakes, rivers and streams
- Protect groundwater to ensure a safe and sustainable water supply
- Protect and restore wetlands

Restoring wetlands and banking mitigation credits

Under the Wetland Conservation Act, landowners who cannot restore or avoid impacting a wetland can replace lost wetland acres by purchasing wetland banking credits. Because there are limited wetland mitigation banking credits available in Hennepin County, credits are often purchased outside of the county, resulting in a net loss of wetlands within the county. To ensure the availability of mitigation credits within Hennepin County, the county will identify and evaluate wetland restoration and funding opportunities on county-owned properties and tax-forfeited lands. In addition, the county will assist the Minnesota Board of Water and Soil Resources in locating willing county landowners with potential wetland restoration sites.



Goal 2: Hennepin County landscapes are diverse and functional and natural areas are preserved

- Protect and enhance natural areas, corridors and green spaces
- Establish and restore landscapes that serve an ecological function
- Control and prevent vegetative and biological threats to maintain healthy ecosystems
- Practice and promote environmental stewardship of the county's soil resources

Establish a conservation easement program

Conservation easements restrict development and certain types of use on a piece of property in perpetuity in order to protect its natural resources. The county will explore options for establishing a program that provides guidance for potential easements as opportunities arise via tax-forfeiture, capital projects or private landowner inquiries.



Maintain and increase a healthy tree canopy

Left unmanaged, the overall tree canopy in the county will likely continue to decline due to loss of trees from age, development, disease, pests and storm damage. The county will provide technical assistance to cities and will evaluate the feasibility of providing financial and logistical support for planning and mitigation efforts related to the emerald ash borer.

Goal 3: Hennepin County fosters effective partnerships

- Foster partnerships and strengthen collaboration with natural resource management entities
- Collaborate with internal partners to incorporate sustainable natural resource management strategies

Hennepin Natural Resources Partnership

The county has convened a group of representatives from watershed districts, water management organizations, cities, county departments, and state and regional natural resource agencies. The Hennepin County Natural Resources Partnership promotes collaborative land and water management efforts on issues transecting political and hydrologic boundaries, encourages sharing of resources and information, increases opportunities to leverage resources, and provides a venue to address countywide policy issues.

Goal 4: Hennepin County motivates environmental stewardship

- Engage the community in taking action to protect the environment

Environmental education

The county develops educational resources, shares technical information and provides funding for partners to implement environmental education projects that empower residents to take action to protect water and land. The county supports programs and projects that help audiences understand that they are part of an ecosystem and can take action to protect the environment regardless of where they live.



Goal 5: Hennepin County leverages financial resources

- Integrate the work of Hennepin County and partners to achieve the goals of the Clean Water, Land and Legacy Amendment
- Provide financial assistance

Leveraging financial resources

The Clean Water, Land and Legacy Amendment provides funding for projects that protect, enhance and restore natural resources, including lakes, rivers, streams, groundwater, wetlands, prairies, forests and wildlife habitat. In an effort to lessen the burden on local taxpayers, the county will seek partners to jointly pursue grant funds on projects and programs that address common natural resources issues, needs and goals.



Provide feedback

Hennepin County is gathering feedback on this plan by hosting meetings, making presentations and surveying partners and residents. Feedback will be collected through July 31, 2015. The feedback will be used to improve the plan and a summary of the public engagement findings will be presented to the county board in fall 2015. Final adoption of the plan by the county board is anticipated in December 2015.

The full plan is available for review at www.hennepin.us/naturalresources. Partners and residents are encouraged to complete the online surveys. Written comments can be sent to randy.anhorn@hennepin.us.





Hennepin County
**Natural Resources
Strategic Plan**

2015 - 2020

DRAFT
May 2015

www.hennepin.us



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INTRODUCTION

Hennepin county's natural resources strategic plan is intended to guide the county and its partners in responding to natural resource issues and developing internal and external policies, programs and partnerships that improve, protect and preserve natural resources.

As the only county in the state with the duties and authorities of a soil and water conservation district, Hennepin County takes the lead role in delivering soil and water conservation services throughout the county. Hennepin County officially assumed this role in 2014 when the Hennepin Conservation District (HCD) was discontinued and all duties and authorities of HCD were transferred to the county. Prior to officially assuming these responsibilities, the county was involved in the management of natural resources for decades through collaboration with internal departments on county projects, performing HCD's conservation duties through a cooperative agreement, and by working in partnership with local watershed districts and joint-powers watershed management organizations.

The plan is intended to guide natural resources management in the county through 2020. The plan was developed to be consistent with the county's mission "to enhance the health, safety and quality of life of our residents and communities in a respectful, efficient and fiscally responsible way." It also aligns with the mission of the Environment and Energy Department to "protect and preserve the environment to enhance the quality of life for current and future generations," and complements the department's strategic plan by providing more details about the broad ecosystems and natural resources protection objectives included in that plan.

Mission

To protect and preserve the environment to enhance the quality of life for current and future generations through the responsible management of natural resources, development of effective partnerships and promotion of environmental stewardship.

Guiding principles

The following principles encompass the concepts and values that were used in the development of the natural resources goals, objectives and strategies included in this plan. These principles also provide general guidance to support work plan activities and management decisions regarding natural resources.

To protect and preserve natural resources in Hennepin County, we:

- Gather and analyze countywide data to identify local and regional trends from which priorities are determined.
- Achieve results through deliberate planning, thorough implementation and establishment of clear and measurable goals.
- Commit to the use of proven best practices while supporting the research and implementation of innovative practices.
- Build and foster partnerships to effectively leverage resources.
- Provide financial and technical assistance and education to motivate environmental stewardship.
- Promote cost-effective resource management and pursue diverse funding sources.
- Anticipate the environmental needs of the county and take advantage of opportunities to preserve and restore the county's natural resources.
- Maintain qualified, knowledgeable, multi-disciplinary staff that acts as both advocates for and stewards of the county's natural resources.

Natural resources in Hennepin County

Hennepin County has an abundance of natural resources, including numerous lakes, streams, wetlands and rivers and diverse landscapes and habitats ranging from gardens and urban parks to prairies and forests. Natural resources provide critical habitat for wildlife, protect water quality, offer recreational opportunities and serve as the foundation for the region’s environmental well-being, economic prosperity and collective quality of life. Protecting these important recreational, aesthetic and ecological resources is a priority for the county and its residents and partners. However, the county’s natural resources are under increasing pressure from population growth, development and climate change.

Hennepin County’s size and population present unique challenges and opportunities in regard to protecting natural resources. Hennepin County is the most populous county in the state with about 1.2 million residents, and the population is expected to increase steadily by 8 percent through 2030. Population density and land use vary widely throughout the county, encompassing urban, suburban (collectively referred to as urban in this plan) and rural areas.

Many entities in the county have a role in water and land conservation issues, making developing and maintaining partnerships critical to protecting natural resources. Many of the strategies included in this plan outline our intention to partner with cities, watershed organizations, nonprofit organizations, and regional and state agencies in order to meet our natural resource protection goals.

The impacts of climate change will put more stress on natural resources. Temperature and moisture patterns may change faster than plant and animal communities can adapt, resulting in changes to ecosystems, habitat loss and spread of invasive species. Additionally, an increased frequency of both flooding and droughts will put additional pressure on our stormwater management infrastructure and groundwater resources.

Land use is projected to shift in the county through 2030 with more land being developed and less land being open space or agricultural. Understanding the current and projected land use helps guide our priorities to support programs that implement best practices to protect land and water and enhance wildlife habitat in urban and rural areas throughout the county as well as preserve the county’s remaining ecologically significant open space areas.



From lakes to rivers to urban parks, forests and prairies, Hennepin County has an abundance of diverse landscapes and natural resources.

Land use in Hennepin County

Land use type	2010	2030, projected
Developed	49%	71%
Open space	39%	23%
Agricultural	12%	6%

Source: Metropolitan Council



Goals, objectives and strategies

This plan outlines Hennepin County's strategies to meet the following goals:

- Hennepin County waters are clean and healthy.
- Hennepin County landscapes are diverse and functional and natural areas are preserved.
- Hennepin County fosters effective partnerships.
- Hennepin County motivates environmental stewardship.
- Hennepin County leverages financial resources.

The plan accounts for both new and ongoing strategies the county will pursue to meet our goals. The plan proposes an adaptive management approach in which we will continually review management strategies and outcomes in order to fulfill our mission of protecting and preserving the county's natural resources.

The strategies under each objective have been identified as a continuation of past efforts, an expansion or new approach to an existing effort, or a new program.

GOAL 1

Hennepin County waters are clean and healthy

Hennepin County will work to protect and restore lakes, rivers, streams and wetlands to meet applicable standards for fishing and recreation and to ensure that water supplies are sustainable.

1.1 Objective: Protect and restore lakes, rivers and streams

Strategy	Continue	Expand	New
1.1.1 Track the quality of the county's water resources.	✓		
1.1.2 Work with partners to implement water quality restoration and protection projects to improve impaired water resources.		✓	
1.1.3 Provide technical assistance and education to residents, municipalities and watersheds.	✓		
1.1.4 Reduce the impacts of stormwater runoff through the implementation of best management practices.		✓	

Strategies

1.1.1 Track the quality of the county's water resources.

Understanding the quality of the county's water resources is important to determining priorities and identifying how strategies and programs need to be adapted to better achieve water quality goals and objectives.

To assess long-term trends in the quality of the county's water resources, the county will use available data to track annual conditions on 50 reference lakes. To avoid duplication of monitoring efforts, the county will use data collected by watersheds, cities and other groups. The county will also monitor the state's impaired waters list and resulting Total Maximum Daily Load (TMDL) studies, which set pollution-reduction goals needed to restore waters. This information will be shared with the county board, partners and the public to increase awareness of the status of our water resources and to guide decisions.

1.1.2 Work with partners to implement water quality restoration and protection projects to improve impaired water resources.

Numerous lakes and miles of rivers and streams in Hennepin County are on the State of Minnesota's list of impaired waters for aquatic recreation, aquatic life or aquatic consumption. The impaired waters list assesses water quality based on standards for a wide range of pollutants, including bacteria, nutrients, turbidity and mercury. A body of water is considered impaired if it fails to meet one or more of the water quality standards. The number of impaired waters is expected to increase as more monitoring data on more lakes, rivers and streams becomes available.

To remediate impaired waters and support local leads on TMDLs, the county

Water resources in Hennepin County

Hennepin County has an abundance of water resources, including:

- 200 lakes
- 640 miles of streams
- 3 major rivers
- 45,000 acres of wetlands



The streams and rivers in Hennepin County eventually flow into the Mississippi River.

Total Maximum Daily Load

A Total Maximum Daily Load, or TMDL, is a calculation of the maximum amount of a pollutant that a body of water can receive and still meet water quality standards. TMDL studies are an analysis and plan established for an impaired body of water to ensure that the water quality standards will be attained and maintained.



provides technical and financial assistance to partners to implement best management practices. These practices capture and filter stormwater to slow and reduce runoff, reduce erosion and sedimentation, establish native vegetation and vegetative buffers, and enhance wildlife habitat.

1.1.3 Provide technical assistance and education to residents, municipalities, watershed management groups and other county departments to protect and restore our water resources.

Many entities in the county have a role in protecting water resources, making the establishment of partnerships and providing education critical to meeting our goals. To ensure that the county's water resources are protected and restoration measures are sound, the county provides technical assistance to landowners, local units of government and other county departments.

The county provides technical support to these groups by:

- Participating on technical advisory committees to review watershed management plans, rule updates and environmental studies.
- Reviewing site and project plans.
- Participating in project pre-design and pre-construction processes.
- Conducting area-wide assessments regarding water quality, wetlands, erosion and floodplain issues.

The county also undertakes specific watershed and resource-based assessments to identify and prioritize the implementation of best management practices that protect and restore water resources.

1.1.4 Reduce the impacts of stormwater runoff through the implementation of best management practices.

Stormwater runoff occurs when flow from rain or snowmelt runs off of yards, farm fields, roofs, parking lots and roadways, picking up soil, yard waste, chemicals and other pollutants along the way. If left untreated, the runoff drains directly into lakes, streams and wetlands, degrading the quality of those resources. Changes in precipitation patterns, including the amount, timing and intensity, in combination with increased urbanization will affect the amount of stormwater runoff that needs to be managed. Increased runoff puts more demand on our stormwater management infrastructure, increases the potential for flooding, and increases the amount of nutrients, pollutants and sediment that is carried to water resources. Climate and land use changes will worsen some existing stormwater-related issues, while other areas will be less affected.

The county will promote the implementation of low-impact development and green infrastructure methods, agricultural best practices, wetland restorations and innovative stormwater management practices to adapt to changing future conditions, reduce impacts from stormwater runoff and remediate impaired waters.

1.2 Objective: Protect groundwater to ensure a safe and sustainable water supply

Strategy	Continue	Expand	New
1.2.1 Participate in planning efforts to protect the quality and supply of groundwater.		✓	
1.2.2 Advocate for the cleanup of contaminated sites with the potential to significantly impact groundwater resources.			✓
1.2.3 Seal abandoned wells to reduce the potential for groundwater contamination.	✓		

Strategies

1.2.1 Participate in planning efforts to protect the quality and supply of groundwater.

Recent Metropolitan Council studies have shown that aquifers are being depleted due in part to the increased reliance on groundwater for water supply. More than 70 percent of the Twin Cities region's water supply now comes from groundwater, compared with about 20 percent in the 1940s and 1950s before suburban growth. The depletion of aquifers is affecting water levels of some Twin Cities metro area lakes, wetlands and streams.

To effectively protect and improve groundwater quality and quantity, the county will promote cooperative planning efforts that will evaluate existing data, identify additional data needs, and assess the susceptibility of our surface and groundwater resources to current and projected levels of groundwater withdrawal, contamination and other threats. Through the Hennepin County Natural Resources Partnership, the county will provide a forum for partner engagement in groundwater issues to improve related decision-making processes and build a strong base of support for groundwater protection by encouraging communication and dialogue. The county will work with the Minnesota Department of Natural Resources, the Minnesota Department of Health and the Metropolitan Council to assist local communities in identifying groundwater protection needs and integrating groundwater issues with other local planning efforts, such as growth management plans. The county will also continue to promote groundwater recharge and the protection of groundwater-dependent natural resources. The county will also work with partners to improve our understanding of groundwater and surface water interactions and encourage diversity in sources for public water supplies.

1.2.2 Advocate for the cleanup of contaminated sites with the potential to significantly impact groundwater resources.

Stormwater infiltrating through contaminated sites, which are polluted with petroleum, heavy metals, dump materials or other hazardous substances, often contaminates groundwater. In many cases, the contamination is gradually mitigated through natural processes. However, some sites require a more proactive cleanup approach.

Through the Hennepin County Environmental Response Fund and federal grants, the county funds the assessment and cleanup of contaminated sites



Hennepin County provided funding through its Dumpsite Assessment Program and Environmental Response Fund to the City of Excelsior to characterize and reduce environmental risks associated with a former dump site that was given to the City of Excelsior by the prior property owner for use as a park. Financial assistance provided by the county was used to assess environmental risks, complete a partial cleanup, install a four-foot clean soil cover on the dump site, restore the shoreline and add a landfill gas venting system. These actions greatly expanded the use of the park, which is now clean enough to be used, in part, as a community garden.

where conditions present a threat to human health and the environment and where lack of funding and added environmental costs hinder site improvements or redevelopment. Environmental Response Fund grants are used for a variety of activities that provide community benefit, including assessment and cleanup of groundwater.

The county will identify contaminated sites where the implementation of active groundwater cleanup efforts is a high priority. Although the regulatory authority for the protection of groundwater rests with the Minnesota Pollution Control Agency and the Minnesota Department of Health, the county will work with municipalities, landowners and state regulatory officials to advocate for the cleanup of sites that pose a high risk to the environment and/or human health and, when needed, use its funding sources to leverage additional funding.

1.2.3 Seal abandoned wells to reduce the potential of groundwater contamination.

Unused and unsealed wells pose a threat to our drinking water by acting as a channel between the surface and the aquifer below, allowing surface water runoff, contaminants or improperly disposed waste to reach an uncontaminated aquifer. Permanently sealing abandoned wells provides long-term protection of our water supplies.

The county will continue to provide cost-share grants to landowners, using a combination of county and state funding as available, to seal high-priority abandoned wells that are located within municipal wellhead protection areas or have other environmental factors that increase the potential for contamination.

1.3 Objective: Protect and restore wetlands

Strategy	Continue	Expand	New
1.3.1 Identify the highest-quality wetlands to ensure their protection and determine impacted wetlands suitable for restoration.		✓	
1.3.2 Ensure the protection and preservation of wetlands through enforcement of Minnesota's Wetland Conservation Act.	✓		
1.3.3 Pursue creation and restoration of wetlands to establish wetland banking credits, mitigate losses and remediate impaired waters within the county.			✓

Strategies

1.3.1 Identify the highest-quality wetlands to ensure their protection and determine impacted wetlands suitable for restoration.

Wetlands are diverse ecosystems that act as a transition between water and land, slowing stormwater runoff and protecting shorelines. Wetlands improve water quality by absorbing excess sediment, nutrients and pollutants, reduce flooding, replenish groundwater, and provide fish and wildlife habitat and recreational opportunities.



Wetlands in Baker Park in Maple Plain.

The county will work with partners to conduct a thorough analysis of the function and environmental benefits of the wetlands in the county. This analysis will help set priorities for protecting the highest-quality wetlands and identifying and restoring wetlands that provide the biggest benefit to impaired waters.

1.3.2 Ensure the protection and preservation of wetlands through enforcement of Minnesota's Wetland Conservation Act.

Compared to pre-settlement land use, thousands of acres of wetlands in Hennepin County have been drained or filled by landowners. To prevent further loss of wetlands, Hennepin County has a statutory role in the enforcement of Minnesota's Wetland Conservation Act (WCA), which was created to protect and preserve the quantity, quality and biological diversity of our wetlands. WCA requires anyone proposing to drain, fill or excavate a wetland must first, try to avoid disturbing the wetland, second, try to minimize any impact on the wetland and finally, replace any lost wetland acres, functions and values.

County staff work with landowners who have wetland violations on their properties to restore the wetland to its pre-existing condition or to create a wetland of equal or greater value. The county also participates on Technical Evaluation Panels, which provide a forum to discuss site-specific interpretations of WCA laws, rules and technical data in order to avoid, reduce or mitigate wetland impacts. The county will also track how well county-led projects are fulfilling WCA goals.

1.3.3 Pursue the creation and restoration of wetlands to establish wetland banking credits, mitigate losses and remediate impaired waters within the county.

A wetland mitigation bank is a wetland that has been restored, established or enhanced to compensate for impacted wetlands. Under the Wetland Conservation Act, landowners who cannot restore or avoid impacting a wetland can replace lost wetland acres by purchasing wetland banking credits. Because there are limited wetland mitigation banking credits available in Hennepin County, credits are often purchased outside of the county, resulting in a net loss of wetlands within the county.

To bolster the availability of mitigation credits within Hennepin County, the county will identify and evaluate wetland restoration and funding opportunities on county-owned properties and tax-forfeited lands. County-owned restorations would ensure the availability of banking credits for county projects within the county boundaries and also avoid the costs of purchasing credits outside the county. In addition, the county will assist the Minnesota Board of Water and Soil Resources (BWSR) in locating willing county landowners with potential wetland restoration sites that may qualify for BWSR funds to restore their wetlands through BWSR's wetland bank road program. These wetland restorations will not only benefit downstream water quality, but will generate additional wetland credits within the county that could be used to offset wetland impacts resulting from county projects or sold to fund additional wetland restorations. In addition, the county will evaluate identified wetland restoration opportunities on county properties, tax-forfeited lands and other available sites to determine those that should be prioritized based on their functions to help address water quality and quantity impairments.



Example of a filled wetland that would need to be remediated or replaced under the Wetland Conservation Act.

GOAL 2

Hennepin County landscapes are diverse and functional and natural areas are preserved

Hennepin County will work to identify and protect natural areas and green spaces. The county will also promote, establish and restore ecologically functional landscapes and control threats to natural resources to promote diverse and sustainable ecosystems throughout the county.

2.1 Objectives: Protect and enhance natural areas, corridors and green spaces

Strategy	Continue	Expand	New
2.1.1 Identify, protect and restore the best remaining natural areas and corridors.	✓		
2.1.2 Promote the establishment of conservation easements to protect valued natural areas.		✓	
2.1.3 Work with partners to preserve, enhance and expand urban green spaces.		✓	

Strategies

2.1.1 Identify, protect and restore the best remaining natural areas and corridors.

Natural areas are lands that consist of primarily native vegetation and have not been significantly altered by human activity. Natural areas, which include different types of forests, prairies and wetlands, provide critical habitat for wildlife, recreational opportunities and economic benefits. Protecting and restoring natural areas can improve water quality, mitigate flooding and create opportunities for future trail connections between regional parks and other protected green spaces.

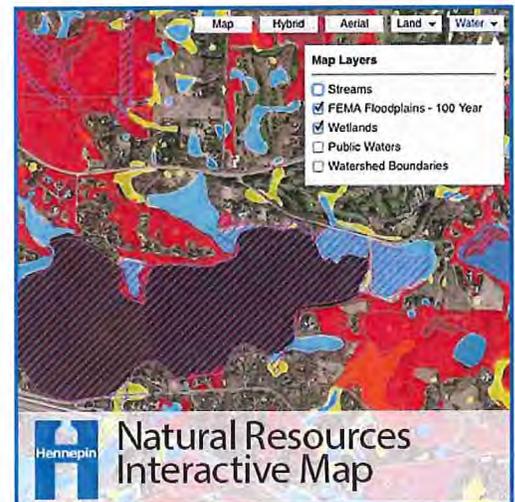
The remaining natural areas in the county will face increasing pressure in the next 20 years as more land becomes developed, making it critical to protect these areas now. Every acre in the county has been identified and classified with respect to its value as a natural area and habitat, laying the groundwork for long-term protection and restoration of natural areas and important corridors or greenways that facilitate the growth and movement of wildlife and native vegetation between natural areas.

Formally designating the best remaining natural areas and corridors would better position the county and partners to leverage funds for their protection and enhancement. The county will continue to maintain an interactive Natural Resources Map that assists local governments in managing growth and protecting their natural resources and green spaces.

Natural areas in Hennepin County

Hennepin County encompasses 600 square miles with a variety of natural areas, including prairies, forests and wetlands. The county has:

- 2,665 ecologically significant natural areas totaling 26,368 acres.
- 47,407 acres identified as priority natural resources corridors.



The Natural Resources Interactive Map is a tool local governments can use to make land use decisions and landowners can use to learn more about their properties.

2.1.2 Promote the establishment of conservation easements to protect natural areas.

Conservation easements are one of the most effective tools available for permanently preserving private lands as open space. The establishment of a conservation easement restricts development and certain types of use on a piece of property in perpetuity in order to protect its natural resources. Conservation easements are legally binding agreements that can be either voluntarily donated or sold by the landowner to protect land and potentially provide public access for future generations.

The county manages nearly 40 conservation easements that were either inherited through the transition of the Hennepin Conservation District's duties or in partnership with the Minnesota Land Trust. However, the county does not have a formal program to actively pursue and fund conservation easement opportunities. The county will explore options for establishing a board-adopted conservation easement program that provides guidance for the consideration of potential easement properties as opportunities arise via tax-forfeiture, capital projects or private landowner inquiries. A program approved by the board will also improve the county's ability to secure external funding. As part of this program, the county will continue to provide technical assistance to landowners for tasks related to establishing conservation easements.



Hennepin County and the Minnesota Land Trust established a 44-acre conservation easement at Camp Kingswood in Minnetrista in 2011. This ecologically diverse natural area had been identified in Hennepin County's natural resources inventory as a priority area in need of protection. The easement area includes a Big Woods remnant maple-basswood forest, a restored tall grass prairie, a tamarack bog and unique glacial features.

2.1.3 Work with partners to preserve, enhance and expand urban green spaces.

Urban green spaces include a variety of landscapes, from highly maintained environments like ball fields and gardens to more natural landscapes like greenways along river corridors and urban forests. Urban green spaces serve important ecological functions such as slowing and capturing stormwater, protecting water quality, preserving fish and wildlife habitat, and protecting scenic, cultural and historical features. Urban green spaces also provide recreational opportunities, foster connectivity between communities, create a "sense of place," and have a positive economic impact on the surrounding area.

Through the county's work identifying and mapping critical habitats and wildlife corridors and the facilitation of the Hennepin Natural Resource Partnership, the county will continue to collaborate with partners to encourage the incorporation of green spaces, sustainable landscaping practices and establishment and maintenance of tree canopies in developing and redeveloping areas.

2.2 Objective: Establish and restore landscapes that serve an ecological function

Strategy	Continue	Expand	New
2.2.1 Develop and implement sustainable landscaping guidelines and practices for county-funded projects and properties.			✓
2.2.2 Work with partners and landowners to implement sustainable landscaping and low-impact development practices in developed and redeveloping areas.		✓	
2.2.3 Maintain and increase a healthy tree canopy.		✓	

Strategies

2.2.1 Develop and implement sustainable landscaping guidelines and practices for county-funded projects and properties.

Sustainable landscaping focuses on creating outdoor spaces that are functional, easy-to-maintain, environmentally sound, cost-effective and aesthetically pleasing. Sustainable landscaping practices improve the success of landscape installation, can lower maintenance costs, and reduce the need for chemical controls and watering by encouraging the use of native plants, utilizing integrated pest management strategies and implementing stormwater runoff reduction practices.

The county will promote the sustainable use of water and land, conserve soils and vegetation, support natural ecosystem functions and lessen maintenance costs and needs by incorporating sustainable landscaping principles in county projects and properties.

2.2.2 Work with partners and landowners to implement sustainable landscaping and low-impact development practices in developed and redeveloping areas.

Low-impact development is an approach to land development or redevelopment that works with the landscape to manage stormwater as close to where it falls as possible, using stormwater as a resource and promoting the natural movement of water within an ecosystem. Low-impact development practices include bioretention ponds, rain gardens, green roofs, rain barrels and permeable pavements. Sustainable landscaping aims to create functional, easy-to-maintain and low-input landscapes by focusing on improving soil and choosing the right plants and landscape features for the conditions. In urban settings, natural landscapes improve air and water quality, increase energy efficiency, reduce the heat island effect, restore wildlife habitat and provide economic and community benefits.

The county will support landscapes that serve an ecological function by working with partners through the Hennepin Natural Resources Partnership and by providing technical and financial assistance to incorporate low-impact development and sustainable landscaping practices into development and redevelopment projects.

2.2.3 Maintain and increase a healthy tree canopy.

Trees improve water and air quality, sequester carbon, provide wildlife habitat and infiltrate stormwater. Left unmanaged, the overall tree canopy in the county will likely continue to decline due to loss of trees from age, development, disease, pests and storm damage.

To enhance the tree canopy, the county will establish a gravel-bed nursery that will give the county access to a wider variety of tree species for use on county properties and projects, will help the county proactively replace ash trees that will ultimately be infected with the emerald ash borer, and will produce trees that have a higher survival rate than conventional nursery trees. The county will also provide technical assistance to cities to enhance tree canopy and will evaluate the feasibility of providing financial and logistical assistance for planning and mitigation efforts related to the emerald ash borer. Additionally, the county will encourage cities, park districts and landowners to permanently protect existing, high-quality forested areas because established trees provide air and water quality benefits than newly planted small trees.



Hennepin County provided grant funding for the establishment of rain gardens in Plymouth.

2.3 Objective: Control and prevent vegetative and biological threats to maintain healthy ecosystems

Strategy	Continue	Expand	New
2.3.1 Prevent the introduction and spread of invasive species.		✓	
2.3.2 Control and prevent the spread of noxious weeds.	✓		

Strategies

2.3.1 Prevent the introduction and spread of invasive species.

Invasive species are non-native species that cause economic or ecological damage. Without natural predators, invasive species can spread rapidly in an ecosystem and out-compete native species. Hennepin County's natural resources are threatened by both aquatic and terrestrial invasive species.

The county works to prevent the spread and promote the control of invasive species by participating on regional and statewide invasive species task forces and by educating the public on the actions they need to take. The county will utilize state funding, as available, to enhance efforts to prevent the spread of invasive species, such as using the state's Aquatic Invasive Species Prevention Aid to construct decontamination stations, assist in watercraft inspections and enhance enforcement.

2.3.2 Control and prevent the spread of noxious weeds.

Noxious weeds are plants that are injurious to public health, the environment, public roads, crops, livestock and other property.

The county assists in administering and enforcing the state's noxious weed laws and rules and provides education, training and outreach for professional and private land managers. The county inspects county right-of-ways for noxious weeds and works with cities to respond to complaints.

Invasive species in Hennepin County

Invasive species are not native to Minnesota and cause economic or environmental harm. Our natural resources are currently threatened by a number of invasive species such as zebra mussels, Eurasian watermilfoil, invasive carp, common buckthorn and emerald ash borer.



Zebra mussel photo by: D. Jude, Univ. of Michigan



Emerald ash borer photo by: U.S. Department of Agriculture



Buckthorn photo by: Mason Brock (Masebrock)



Eurasian watermilfoil photo by: libraryivr on www.flickr.com

2.4 Objective: Practice and promote environmental stewardship of the county's soil resources

Strategy	Continue	Expand	New
2.4.1 Assist partners in identifying high-priority areas where soil erosion, sedimentation and related water quality degradation is occurring.	✓		

Strategies:

2.4.1 Assist partners in identifying high-priority areas where soil erosion, sedimentation and related water quality degradation is occurring.

Controlling soil erosion improves soil and water quality by reducing sedimentation, preserving topsoil and avoiding the degradation of lakes, rivers, streams and wetlands.

The county will offer to help partners, including watershed districts, water management organizations, cities and landowners, identify the types and locations of high-quality soils, prime farmlands and erodible soils. The county will then work with partners to set priorities for conservation planning and implementation, install best management practices, and leverage outside funding sources such as the Natural Resources Conservation Services Fund.



Example of soil erosion along a creek.

GOAL 3

Hennepin County fosters effective partnerships

Hennepin County will take a leadership role in pursuing and fostering external and internal partnerships to protect, restore and enhance the county's natural resources

3.1 Objective: Foster partnerships and strengthen collaboration with natural resource management entities

Strategy	Continue	Expand	New
3.1.1 Facilitate collaboration and coordination among natural resource management groups through the Hennepin County Natural Resources Partnership.			✓
3.1.2 Collaborate with partners to research and promote innovative solutions to address regional issues and meet common goals.		✓	

Strategies

3.1.1 Facilitate collaboration and coordination among natural resource management groups.

There are numerous natural resource management entities working to fulfill varying missions and requirements throughout the county, which often leads to a disjointed approach to managing natural resources.

To provide a forum for a more holistic approach to natural resource management, the county has convened a group of representatives from watershed districts, water management organizations, cities, county departments and state and regional natural resource agencies. The Hennepin County Natural Resources Partnership promotes collaborative land and water management efforts on issues transecting political and hydrologic boundaries, encourages sharing of resources and information, increases opportunities to leverage resources and provides a venue to address countywide policy issues.

3.1.2 Collaborate with partners to research and promote innovative solutions to address regional issues and meet common goals.

We need to gain a better understanding of innovative solutions and best practices to address emerging regional issues, such as water supply sustainability, climate change impacts and mitigation, the urban heat island effect, extreme weather events, stormwater management practices, and regional land use planning that addresses differing natural resource management needs of urban and rural areas.

The county will work with partners, including other governmental units, nonprofit organizations and educational institutions, to research, implement and promote innovative solutions to regional issues.

Natural resource management entities in Hennepin County

Many entities are involved with natural resources, including the county's:

- 45 municipalities
- 11 watershed management entities, including four watershed districts* and seven joint-powers watershed management organizations
- 2 park districts

*Watershed district board managers are actively interviewed before being appointed to three-year terms by the county board.

3.2 Objective: Collaborate with internal partners to incorporate sustainable natural resource management strategies

Strategy	Continue	Expand	New
3.2.1 Engage other Hennepin County departments to incorporate the use of proven and innovative best management practices on county projects and properties.	✓		

Strategies

3.2.1 Engage other Hennepin County departments to incorporate the use of proven and innovative best management practices on county projects and properties.

Internal collaboration effectively utilizes the range of expertise of county staff. The Environment and Energy Department raises awareness about the threats to our natural resources and educates other county departments on becoming leaders in the management of our natural resources by proactively being part of the solution and, where applicable, going beyond compliance.

The Environment and Energy Department provides technical support on county community works, housing, railroad, transit and transportation projects by assisting with environmental permitting requirements, evaluating stormwater and erosion issues, and promoting the incorporation of best management practices.

GOAL 4

Hennepin County motivates environmental stewardship

Hennepin County will support and participate in environmental education and outreach activities that educate the community on the importance of environmental sustainability, natural resource protection and habitat enhancement.

4.1 Objective: Engage the community in taking action to protect the environment

Strategy	Continue	Expand	New
4.1.1 Collaborate with partners to deliver environmental education.	✓		
4.1.2 Engage volunteers in environmental stewardship.	✓		
4.1.3 Promote natural resources programs.		✓	

Strategies

4.1.1 Collaborate with partners to deliver environmental education.

Natural resources are impacted by the individual actions and choices of the county's residents, businesses local governments and other organizations, making it critical to educate community members about their impact and engage them in taking action to protect the environment.

The county works with partners to deliver environmental education, allowing the county to leverage resources, expertise and community connections. The county develops educational resources, shares technical information and provides funding for partners to implement environmental education projects that empower residents to take action to protect water and land. The county supports programs and projects that help audiences understand that they are part of an ecosystem and can take action to protect the environment regardless of where they live. The county will implement additional efforts to engage youth in hands-on, outdoor educational experiences and service-learning projects. The county will also focus on reaching new and diverse audiences through peer-to-peer outreach and culturally appropriate educational materials.

4.1.2 Engage volunteers in environmental stewardship.

Volunteer programs engage interested and enthusiastic residents in gathering environmental data and promoting environmental stewardship.

The county administers volunteer programs that monitor water quality, collect data and provide hands-on environmental education experiences for volunteers. The county will continue to explore opportunities with our partners where volunteers could be used to promote environmental stewardship.



Metro Blooms received a Hennepin County Green Partners Environmental Education Grant to plant a rain garden at Bethune Community School in north Minneapolis. About 60 fourth- and fifth-grade students helped plant the garden with assistance from a Master Water Steward volunteer. The garden will reduce runoff by capturing and filtering rain water and will be used to educate students and the community about actions they can take to protect water quality.

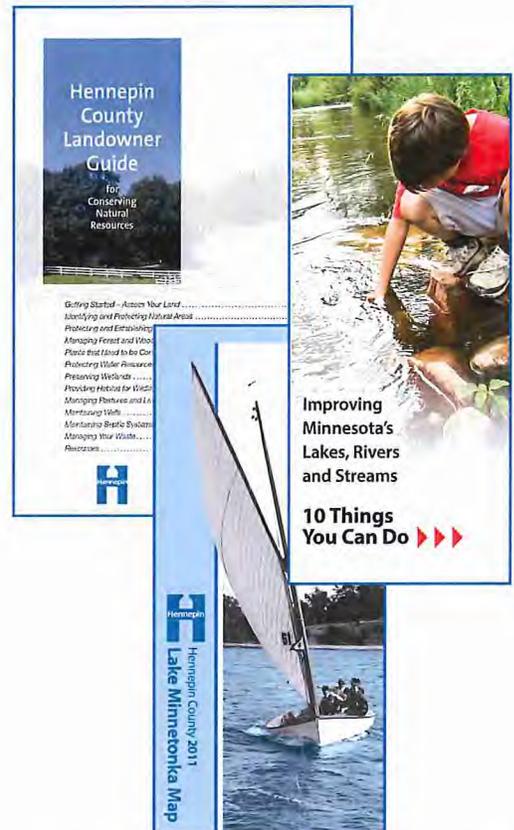


Citizen scientist volunteers with the Hennepin County Wetland Health Evaluation Program gather data to assess the health of the county's wetlands.

4.1.3 Promote natural resources programs.

Actively promoting the county's conservation programs and services educates the community on the issues threatening our natural resources and raises awareness of opportunities to get involved.

The county will be visible in the community by advocating for our natural resource management work and expanding the delivery of information about our environmental programs and services through all of our communication channels.



Hennepin County has a variety of resources available to promote the protection of natural resources, including a guide for landowners on protecting natural resources, a brochure developed in partnership with watershed organizations on ways to protect water quality, and a map of Lake Minnetonka.

GOAL 5

Hennepin County leverages financial resources

Hennepin County will provide financial assistance, pursue additional funding sources and leverage resources to implement projects and programs that meet common goals of the county and partners.

5.1 Objective: Integrate the work of Hennepin County and partners to achieve the goals of the Clean Water, Land and Legacy Amendment

Strategy	Continue	Expand	New
5.1.1 Work with partners to leverage resources to implement projects and programs that meet common natural resource management goals.		✓	

Strategies

5.1.1 Work with partners to leverage resources to implement projects and programs that meet common natural resource management goals.

The Clean Water, Land and Legacy Amendment provides funding for projects that protect, enhance and restore natural resources, including lakes, rivers, streams, groundwater, wetlands, prairies, forests and wildlife habitat. County partners, including watershed management organizations, cities and park districts, are better positioned than the county to successfully compete for grant funding because they have defined projects in their state-approved capital implementation plans.

In an effort to lessen the burden on local taxpayers, the county will seek partners to jointly pursue grant funds on projects and programs that address common natural resources issues, needs and goals.



Hennepin County awarded the City of Golden Valley \$135,000 in 2009 to stabilize eroded banks along a 5,100-foot reach of Bassett Creek. Funding came from the county's riparian restoration and streambank stabilization program, which received \$500,000 from the Minnesota Clean Water Fund.

5.2 Objective: Provide financial assistance

Strategy	Continue	Expand	New
5.2.1 Develop and manage grant and cost-share programs that provide financial and technical assistance to partners to implement best management practices and programs that preserve, enhance, and restore our natural resources.		✓	

Strategies

5.2.1 Develop and manage grant and cost-share programs that provide financial and technical assistance to partners to implement best management practices and programs that preserve, enhance, and restore our natural resources.

Providing financial and technical assistance to partners allows the county leverage resources to more effectively accomplish shared goals.

The county oversees multiple grant programs that address a variety of environmental issues. Grants are available to help landowners, governmental units and organizations implement best management practices that preserve or restore critical habitats, reduce erosion and protect and improve water quality. Grants are also available to fund the assessment and cleanup of contaminated lands, seal high-priority abandoned wells, and engage and empower residents to take actions to protect the environment.



Hennepin County provided funding for the stabilization of the Fox Creek in Rogers.

Hennepin County Public Works leadership

Debra Brisk

Assistant County Administrator of Public Works

612-348-4306

debra.brisk@hennepin.us

Carl Michaud

Director of Environment and Energy

612-348-3054

carl.michaud@hennepin.us



Hennepin County
Public Works
Environment and Energy

Heather Branigin

From: Ross Plaetzer <ross@employersolutionsgroup.com>
Sent: Thursday, July 30, 2015 6:02 PM
To: 'jhovland@krausehovland.com'; 'mail@EdinaMN.gov'; 'kstaunton@EdinaMN.gov';
'rstewart@EdinaMN.gov'; 'mbrindle@comcast.net'; 'swensonann1@gmail.com'
Cc: Cary Teague; Scott H. Neal; Ross Bintner
Subject: Request for Delay in Consideration of Xcel Franchise Agreement

Dear Mayor Hovland, City Council Members, and staff,

I am respectfully requesting that the Council defer consideration of renewal of the franchise agreement between the City and Xcel Energy to address the issue of facilitating the conversion of overhead utilities to underground utilities. This is not addressed in the proposed franchise agreement and has become a pressing issue in older parts of Edina, especially in light of increased power outages due to aging overhead utility structures. Also, aesthetics are a major consideration, especially in parts of Northeast Edina in which overhead utilities run parallel to sidewalks and are placed in front houses.

Currently, conversion of overhead utilities to underground utilities is not specifically covered in the proposed franchise agreement. I am proposing two changes. First, in instances in which the City requires Xcel to covert an overhead utility to an underground utility. In that situation, any such underground relocation would have to be consistent with applicable long-term development plans or projects of the City, or as approved by the City. The expense of such a conversion shall be paid by Xcel, and xcel could recover its costs from its customers in accordance with state law, administrative rule or regulation.

Second, there are those situations in which neighborhoods with unsightly and unreliable overhead utilities desire the conversion of overhead utilities to underground utilities within their neighborhood. In some instances, the cost might be fairly low and could be paid as a part of the homeowners' utility bills. In other instances, the cost might be too great to be billed directly to homeowners and in those instances, the city could pay the utility bill to Xcel and then pass the cost on to benefitting landowners through a special assessment.

This is likely to be the case with the Curve Avenue and 4400 block of Grimes Avenue neighborhood areas, which will both be under planned roadway construction next summer. Utility poles run down parallel to the sidewalks on both streets and have numerous weather-related power outages, and, frankly, are unsightly.

Dozens of cities and utilities have developed plans to bury or relocate utility lines to improve aesthetics and reliability. A variety of programs is being used to convert existing overhead lines to underground, including, special assessment areas, undergrounding districts, and state and local government initiatives. Some of the approaches taken are:

- Colorado Springs City Council's policy establishing a system improvement fund to provide for burying overhead distribution lines. And the community of Del Mar, California funds undergrounding projects through the creation of assessment districts which finances projects through the issuance of city bonds paid for by the homeowners through their property taxes.
- Dare County, North Carolina's local act (N.C. Session Law 1999-127) authorizing the creation of one or more Utility Districts for the purpose of raising and expending funds to underground electric utility lines in the district. The proceeds of the tax are used for undergrounding electric lines within the district.
- The three funding policy options for undergrounding facilities adopted by the City of Portland, Oregon recommending that the city: 1) Reserve a portion of utility franchise fees for undergrounding; 2) Promote undergrounding options for Urban Renewal Projects and other major infrastructure improvements; and 3) include undergrounding provisions in future franchise agreements.

I've attached a draft plan below to amend the proposed franchise agreement. I am respectfully asking for a short delay in the Council's consideration of the agreement to address the issue of city participation in the conversion of overhead utilities to underground facilities.

Thank you for your consideration of this matter.

ROSS PLAETZER | 4058 Sunnyside Road | CELL: 612.991.8896

SECTION 4. RELOCATIONS.

4.5 (A) Permanent Relocation - Undergrounding. This subparagraph applies to conversions of Company Electric Facilities from overhead to underground as set forth in this subparagraph. As permitted by and in accordance with City ordinance and any applicable law, administrative rule, or regulation, the City may require Company to convert any overhead Company Electric Facilities to underground Company Electric Facilities at the same or different

locations, subject to the National Electrical Safety Code (NESC) and Company's engineering and safety standards. This subsection shall not apply to Company Electric Facilities used for or in connection with the transmission of electric energy at nominal voltages in excess of 35 kilovolts. Pedestals, cabinets, and other above-ground equipment shall also normally be exempted from this subsection, excepting those instances where lack of suitable Public Way or Grounds, lack of easements, or special project requirements demand undergrounding of such facilities. Any such underground relocation shall be consistent with applicable long-term development plans or projects of the City, or as approved by the City. The expense of such a conversion shall be paid by Company, and Company may recover its costs from its customers in accordance with state law, administrative rule or regulation. The City agrees to provide a suitable location in the Public Way or Public Utility Easement (PUE), as mutually agreed for Company Electric Facilities that meet the Company's construction standards as provided to the Commission and in accordance with NESC requirements to accommodate and permit upgrade of Company Electric Facilities in order to maintain sufficient service. Nothing in this subsection prevents the City and Company from agreeing to a different form of cost recovery on a case-by-case basis consistent with applicable statutes, administrative rules, or regulations.

(B) Relocation at Request of or to Accommodate Third Party. In the event that any relocation or conversion of Company Electric Facilities is requested by or is to accommodate a third party, Company shall relocate any Company Electric Facilities, or convert any overhead Company Electric Facilities to underground Company Electric Facilities at the same or different locations, as requested or to carry out any such accommodation, subject to the NESC and Company's engineering and safety standards. Any such relocation shall be consistent with any applicable long-term development plan or projection of the City or approved by the City. Company shall seek reimbursement for any such conversion or relocation from the third party consistent with the Company's tariff on file with the Commission and not from the City. The council may by resolution undertake to pay the amount of any such reimbursement or any portion thereof to Company on behalf of landowners of properties benefiting from the conversion of any overhead Company Electric Facilities to underground Company Electric

Facilities. If such a case, the council may by resolution provide that the such reimbursable amounts be apportioned among benefitting properties and that payment by benefitting landowners of such reimbursable amounts be spread over a term of up to ten years. The amount unpaid, from time to time, shall bear interest at the rate charged by the city on special assessments at the time the reimbursable amounts were payable. The amount so spread out shall be certified to the county auditor for collection with interest in the same manner as other special assessments and shall become a lien upon the property until paid.

Heather Branigin

From: Carol Kaemmerer <carol@kaemmerergroup.com>
Sent: Thursday, July 30, 2015 11:26 PM
To: Edina Mail
Subject: Please forward this invitation to Mayor Hovland
Attachments: kids and Mayor Hovland August 5 2014.jpg; Bob Solheim and LaRae Hovland.jpg; Neighborhood Flyer (1).doc

Dear Mayor Hovland,

The Trillium Lane and Lantana Lane neighbors so enjoyed the visit from you and LaRae at the Edina Night to Unite last year. We would love it if you would join our celebration again this year. We'll be at the home of Teresa and Wade Hermes, 4903 Trillium Lane this year. Please don't feel that you need to bring anything to join the party. We would be so delighted if you would attend. Our festivities start at 6:00, but you're welcome at any time.

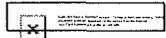
We thank you for being such an active, community-oriented mayor.

~ Carol

Carol Kaemmerer

www.kaemmerergroup.com

952.927.9541



Watch my video here: <https://vimeo.com/92186656/>





YOU ARE INVITED TO



HOSTS: Trillium Lane Neighbors Teresa and Wade Hermes, Sharon Mazion, Carol Kaemmerer
Supported by the Edina Police Department as part of Edina Night to Unite

WHEN: Tuesday, August 4, 2015 6:00pm – 8:30pm

WHERE: Street in Front of Teresa and Wade Hermes' house -- 4903 Trillium Lane
Food in Driveway
The street will be blocked off at the intersections of Trillium/Normandale
and Trillium/Lantana -- a 10' wide emergency vehicle lane will be open.

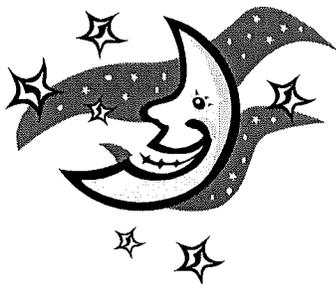
COST: \$5.00 per Household (for meat, napkins, utensils, plates, game supplies, etc.)

BRING: *The committee will be responsible for meat and buns.*
Last Name Beginning with A – J: appetizers, chips, dips, dessert
Last Name Beginning with K – Z: sides and salads
Beverage in your own cooler
Lawn Chairs; Bug Repellent if you need it

PLAN ON: Games for Kids and Adults
An Enjoyable Evening of Socializing with Neighbors
Signing Up for the Neighborhood Blood Drive
A Visit from a Public Servant or Two

NEEDED: Please contact Carol Kaemmerer, ckaemmerer@gmail.com, 952.927.9541, if you are
able to supply a picnic table, serving table or outdoor game for general use.

PLEASE
RSVP: Carol Kaemmerer, ckaemmerer@gmail.com, 952.927.9541



See you August 4!

Heather Branigin

From: Tescia Bratcher - IRET <TBratcher@iret.com>
Sent: Friday, July 31, 2015 9:01 AM
To: James Hovland
Subject: Grand Opening of 6565 France
Attachments: Grand Opening Invite!.png

Good Morning,

IRET properties is pleased to announce that we will hold a Grand Opening and Ribbon Cutting Ceremony for the newly constructed 6565 France Avenue. We want to extended an invitation to you and your staff members to join us for an exciting evening.

Please see the attached Grand Opening Invitation and RSVP to me at your earliest convenience.

We look forward to hearing from you!

Refreshments and Valet Parking Provided

Please Join Us
Wednesday, August 12, 2015
4:00 p.m. to 6:00 p.m.
Short Program at 4:30 p.m.

6565 France Avenue South
at Southdale Medical Center

grand opening



Heather Branigin

From: debgensmer@hotmail.com
Sent: Friday, July 31, 2015 6:43 PM
To: Edina Mail
Subject: Contact Us form submission

Name: Deb Gensmer

Organization:

Website:

Address_1: 4101 Parklawn Ave #221

Address_2:

City: Edina

State: MN

Zip_Code: 55435

Email: debgensmer@hotmail.com

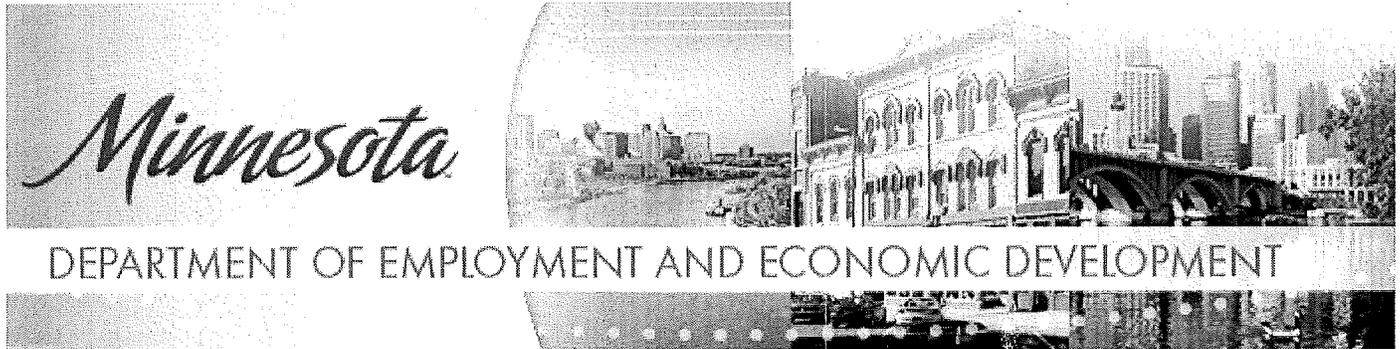
Phone: 612-721-2844

Referrer: google

Message: I am writing in support of the Edina Community Lutheran Church (ECLC) Conditional Use Permit (CUP) and Setback Variance. I interviewed for a job at ECLC and, when I didn't get it, was so sold on the church and its mission in the community, I joined. The church upgrade is necessary to keep up with the activities of the church, and those in the community who use the church facilities. Thank you. ~ Deb Gensmer

Heather Branigin

From: DEED Communications <MNDEED@public.govdelivery.com>
Sent: Monday, August 03, 2015 8:26 AM
To: Edina Mail
Subject: Reminder of Upcoming Transportation ED Program Grant Meetings



Announcing Available Grant Funds -

Transportation Economic Development Program

The Transportation Economic Development Program (TED) is a competitive grant program available to communities for highway improvement and public infrastructure projects that create jobs and support economic development. It is a joint program of the Minnesota Department of Employment and Economic Development (DEED) and the Minnesota Department of Transportation (MnDOT).

A total of approximately \$30 million is available through the 2015 TED program. This includes approximately \$28 million in MnDOT trunk highway funds and approximately \$2 million of DEED general obligation bond funding.

The program may provide up to 70 percent of the costs for trunk highway interchanges and other improvements (which is defined as the accepted bid of the construction cost of the project) or the state's share as determined by Mn/DOT's cost participation policy, whichever is less.

Application Deadline - September 25, 2015

For full eligibility guidelines and application instructions, please see DEED's website

For detailed information on how to apply, please join us for one of the information sessions below:

Date	City	Location	Time
Tuesday, August 11	Detroit Lakes	MnDOT District 4 Office 1000 Highway 10 West Detroit Lakes, MN 56501	10:00 AM-Noon
Wednesday, August 12	Mankato	MnDOT District 7 Office 2151 Bassett Drive	10:00 AM- Noon

		Mankato, MN 56001	
Thursday, August 13	Brainerd/Baxter	MnDOT District 3 Office 7694 Industrial Park Rd. Baxter, MN 56425	10:00 AM- Noon
Thursday, August 13	Bemidji	MnDOT District 2 Office 3920 Highway 2 West Bemidji, MN 56601	2:00 PM – 4:00 PM
Friday, August 14	Duluth	MnDOT District 1 Office 1123 Mesaba Ave. Duluth, MN 55811	10:00 AM-Noon
Monday, August 17	Rochester	MnDOT District 6 Office 2900 48th Street NW Rochester, MN 55901	10:00 AM-Noon
Wednesday, August 19	Roseville	MnDOT Waters Edge Building 1500 W. County Road B-2 Roseville, MN 55113	1:00 PM- 3:00 PM
Thursday, August 20	Willmar	Kandiyohi County Health and Human Services Building, 220 23 rd Street NE Willmar, MN 56201	10:00 AM- Noon

This program is a collaboration between the Minnesota Department of Employment and Economic Development and the Minnesota Department of Transportation.



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DEED is an equal opportunity employer and service provider.

This email was sent to edin@mail@ci.edina.mn.us using GovDelivery, on behalf of: Minnesota Department of Employment and Economic Development · 332 Minnesota Street Suite E-200 · Saint Paul, MN 55101 · (800) 657-3858



Heather Branigin

From: Devan Hunt <devan6516@gmail.com>
Sent: Monday, August 03, 2015 10:16 AM
To: James Hovland
Subject: Citizenship in the Community Merit Badge - Devan Hunt

Dear Mayor Hovland,

I am Devan Hunt. you might remember me from last fall when the Edina wrestling team came to discuss our outlook for the up coming season. I am here emailing you to complete my Citizenship in the Community Merit Badge working for my Eagle. I am wondering why the water coming to the homes in Edina is so Hard? My family has to spend a lot of money on salt to soften it every month. Is there anything we can do to fix this issue? About how much will it cost? I greatly appreciate your response. Thank you Mayor Hovland!

Sincerely,
Devan Hunt

Heather Branigin

From: Laurie Jennings <laurie@metrocitiesmn.org>
Sent: Monday, August 03, 2015 10:39 AM
To: Laurie Jennings
Cc: Patricia Nauman; Charlie Vander Aarde
Subject: Transportation & General Gov't. Policy Committee Agenda Packet for 8/10/15 meeting
Attachments: 081015-TranspGenGovPacket.pdf

Dear Transportation & General Government Policy Committee Members:

Enclosed is an agenda and related materials for the 2nd meeting of Metro Cities' Transportation & General Government Policy Committee next **Monday, August 10th from 11:00 a.m. to 1:30 p.m.**

The meeting will be held at the LMC Building, 145 University Avenue, St. Croix Room (ground floor). Sandwiches and beverages will be provided, or feel free to bring a lunch.

Please contact our office with any questions. We look forward to seeing you next week!

Sincerely,

Laurie

Laurie

Laurie Jennings
Metro Cities—Office Manager
145 University Ave W
St. Paul, MN 55103-2044
(651) 215-4004
Laurie@MetroCitiesMN.org

Heather Branigin

From: Ross Plaetzer <ross@employersolutionsgroup.com>
Sent: Monday, August 03, 2015 12:20 PM
To: 'jhovland@krausehovland.com'; 'mail@EdinaMN.gov'; 'kstaunton@EdinaMN.gov'; 'rstewart@EdinaMN.gov'; 'mbrindle@comcast.net'; 'swensonann1@gmail.com'
Cc: Cary Teague; Scott H. Neal; Ross Bintner
Subject: RE: Request for Delay in Consideration of Xcel Franchise Agreement
Attachments: pge_franchise_agreement_expires_feb_2023.pdf; Item VIII_A_Xcel Franchise Ordinance.pdf

Dear Mayor Hovland, City Council Members, and staff,

On a slightly different but related matter, I have found in looking over electric utility agreements from around the country that the proposed Xcel agreement is not nearly as comprehensive as other agreements (see for example, one from West Linn, Oregon with Portland General Electric Company), and one has to wonder why, especially in light of Xcel's request that changes be made in side agreements or memorandums of understanding.]

Thank you for your continued consideration.

ROSS PLAETZER | CELL: 612.991.8896

From: Ross Plaetzer
Sent: Thursday, July 30, 2015 6:00 PM
To: 'jhovland@krausehovland.com'; 'mail@EdinaMN.gov'; 'kstaunton@EdinaMN.gov'; 'rstewart@EdinaMN.gov'; 'mbrindle@comcast.net'; 'swensonann1@gmail.com'
Cc: 'Cary Teague'; 'Scott H. Neal'; 'RBintner@EdinaMN.gov'
Subject: Request for Delay in Consideration of Xcel Franchise Agreement

Dear Mayor Hovland, City Council Members, and staff,

I am respectfully requesting that the Council defer consideration of renewal of the franchise agreement between the City and Xcel Energy to address the issue of facilitating the conversion of overhead utilities to underground utilities. This is not addressed in the proposed franchise agreement and has become a pressing issue in older parts of Edina, especially in light of increased power outages due to aging overhead utility structures. Also, aesthetics are a major consideration, especially in parts of Northeast Edina in which overhead utilities run parallel to sidewalks and are placed in front houses.

Currently, conversion of overhead utilities to underground utilities is not specifically covered in the proposed franchise agreement. I am proposing two

changes. First, in instances in which the City requires Xcel to covert an overhead utility to an underground utility. In that situation, any such underground relocation would have to be consistent with applicable long-term development plans or projects of the City, or as approved by the City. The expense of such a conversion shall be paid by Xcel, and xcel could recover its costs from its customers in accordance with state law, administrative rule or regulation.

Second, there are those situations in which neighborhoods with unsightly and unreliable overhead utilities desire the conversion of overhead utilities to underground utilities within their neighborhood. In some instances, the cost might be fairly low and could be paid as a part of the homeowners' utility bills. In other instances, the cost might be too great to be billed directly to homeowners and in those instances, the city could pay the utility bill to Xcel and then pass the cost on to benefitting landowners through a special assessment.

This is likely to be the case with the Curve Avenue and 4400 block of Grimes Avenue neighborhood areas, which will both be under planned roadway construction next summer. Utility poles run down parallel to the sidewalks on both streets and have numerous weather-related power outages, and, frankly, are unsightly.

Dozens of cities and utilities have developed plans to bury or relocate utility lines to improve aesthetics and reliability. A variety of programs is being used to convert existing overhead lines to underground, including, special assessment areas, undergrounding districts, and state and local government initiatives. Some of the approaches taken are:

- Colorado Springs City Council's policy establishing a system improvement fund to provide for burying overhead distribution lines. And the community of Del Mar, California funds undergrounding projects through the creation of assessment districts which finances projects through the issuance of city bonds paid for by the homeowners through their property taxes.
- Dare County, North Carolina's local act (N.C. Session Law 1999-127) authorizing the creation of one or more Utility Districts for the purpose of raising and expending funds to underground electric utility lines in the district. The proceeds of the tax are used for undergrounding electric lines within the district.
- The three funding policy options for undergrounding facilities adopted by the City of Portland, Oregon recommending that the city: 1) Reserve a portion of utility franchise fees for undergrounding; 2) Promote undergrounding options for Urban Renewal Projects and other major infrastructure improvements; and 3) include undergrounding provisions in future franchise agreements.

I've attached a draft plan below to amend the proposed franchise agreement. I am respectfully asking for a short delay in the Council's consideration of the agreement to address the issue of city participation in the conversion of overhead utilities to underground facilities.

Thank you for your consideration of this matter.

ROSS PLAETZER | 4058 Sunnyside Road | CELL: 612.991.8896

SECTION 4. RELOCATIONS.

4.5 (A) Permanent Relocation - Undergrounding. This subparagraph applies to conversions of Company Electric Facilities from overhead to underground as set forth in this subparagraph. As permitted by and in accordance with City ordinance and any applicable law, administrative rule, or regulation, the City may require Company to convert any overhead Company Electric Facilities to underground Company Electric Facilities at the same or different locations, subject to the National Electrical Safety Code (NESC) and Company's engineering and safety standards. This subsection shall not apply to Company Electric Facilities used for or in connection with the transmission of electric energy at nominal voltages in excess of 35 kilovolts. Pedestals, cabinets, and other above-ground equipment shall also normally be exempted from this subsection, excepting those instances where lack of suitable Public Way or Grounds, lack of easements, or special project requirements demand undergrounding of such facilities. Any such underground relocation shall be consistent with applicable long-term development plans or projects of the City, or as approved by the City. The expense of such a conversion shall be paid by Company, and Company may recover its costs from its customers in accordance with state law, administrative rule or regulation. The City agrees to provide a suitable location in the Public Way or Public Utility Easement (PUE), as mutually agreed for Company Electric Facilities that meet the Company's construction standards as provided to the Commission and in accordance with NESC requirements to accommodate and permit upgrade of Company Electric Facilities in order to maintain sufficient service. Nothing in this

subsection prevents the City and Company from agreeing to a different form of cost recovery on a case-by-case basis consistent with applicable statutes, administrative rules, or regulations.

(B) Relocation at Request of or to Accommodate Third Party. In the event that any relocation or conversion of Company Electric Facilities is requested by or is to accommodate a third party, Company shall relocate any Company Electric Facilities, or convert any overhead Company Electric Facilities to underground Company Electric Facilities at the same or different locations, as requested or to carry out any such accommodation, subject to the NESC and Company's engineering and safety standards. Any such relocation shall be consistent with any applicable long-term development plan or projection of the City or approved by the City. Company shall seek reimbursement for any such conversion or relocation from the third party consistent with the Company's tariff on file with the Commission and not from the City. The council may by resolution undertake to pay the amount of any such reimbursement or any portion thereof to Company on behalf of landowners of properties benefiting from the conversion of any overhead Company Electric Facilities to underground Company Electric Facilities. If such a case, the council may by resolution provide that the such reimbursable amounts be apportioned among benefitting properties and that payment by benefitting landowners of such reimbursable amounts be spread over a term of up to ten years. The amount unpaid, from time to time, shall bear interest at the rate charged by the city on special assessments at the time the reimbursable amounts were payable. The amount so spread out shall be certified to the county auditor for collection with interest in the same manner as other special assessments and shall become a lien upon the property until paid.

**ORDINANCE NO. 1610
WEST LINN, OREGON**

**AN ORDINANCE GRANTING A NONEXCLUSIVE ELECTRIC UTILITY FRANCHISE TO PORTLAND
GENERAL ELECTRIC COMPANY, APPROVING THE FORM OF A FRANCHISE AGREEMENT WITH
PORTLAND GENERAL ELECTRIC, DELETING THE EXISTING FRANCHISE AGREEMENT FROM THE
MUNICIPAL CODE, AUTHORIZING SIGNATURE OF THE AGREEMENT, AND SUPERSEDING
ORDINANCE 1483**

WHEREAS, Portland General Electric Company (PGE) is providing electric service to customers within the City of West Linn pursuant to a franchise granted by Ordinance No. 1342 and extensions granted under Ordinance Nos. 1479 and 1482, and afterwards pursuant to a franchise granted under Ordinance No. 1483; and

WHEREAS, the franchise granted by Ordinance No. 1483 expired December 31, 2011, though the franchise fee structure remains in effect under the terms of that franchise; and

WHEREAS, state law authorizes PGE to function as an electric utility within the City; and

WHEREAS, public health and safety require that electric service be available to all potential electric customers located within the City of West Linn; and

WHEREAS, it is in the interest of the City to allow PGE to continue to provide electric service to its customers within West Linn; and

WHEREAS, the City has the authority to control the use of rights of way within the City and to obtain reasonable compensation for the use of rights of way; and

WHEREAS, the West Linn Municipal Code provides that franchises shall be granted by an agreement approved by Council under an ordinance and that individual franchises do not need to be included in the Municipal Code;

NOW, THEREFORE, THE CITY OF WEST LINN ORDAINS AS FOLLOWS:

Section 1. Grant of Franchise. The City of West Linn grants PGE a nonexclusive franchise under which PGE may place and maintain facilities in rights of way and certain other public places within the City of West Linn.

Section 2. Terms of Agreement. The agreement between the City of West Linn and PGE attached hereto as Exhibit A and incorporated by this reference is hereby approved and shall provide the terms of the franchise.

Section 3. Signature Authority. Council directs the City Manager to sign a franchise agreement substantially in the form of Exhibit A on behalf of the City.

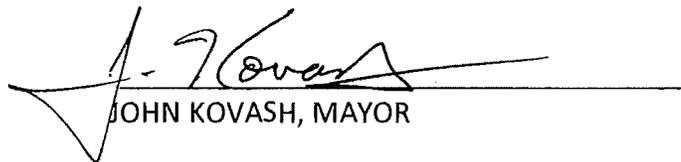
Section 4. Ratification. Council hereby ratifies all acts of City personnel taken under the franchise granted under Ordinance 1483 from the termination date of that franchise to the effective date of the franchise granted under this Ordinance.

Section 5. Supersession. This Ordinance, and the agreement embodied within it, supersedes Ordinance 1483; however, to promote continuity of electric service within the City, this Ordinance will cease to have effect, and Ordinance 1483 will be automatically revived, if PGE does not sign the franchise agreement embodied in Exhibit A within 30 days from the passage of this Ordinance.

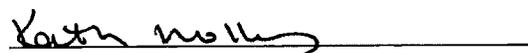
Section 6. Codification. If PGE signs the attached franchise and this Ordinance becomes effective, the codified version of Ordinance 1483 shall be deleted from the West Linn Municipal Code on the effective date of this ordinance and this ordinance shall be codified in its place.

Section 7. Effective Date. This Ordinance and the franchise embodied in it become effective 30 days after Council passage and signature by the Mayor; the City Manager shall sign one original copy of the franchise for the City and one original copy for PGE, and shall also ensure that the effective date is written into the City's signature copy, which Council deems the controlling document on the issue of effective dates.

PASSED AND APPROVED THIS 28TH DAY OF JANUARY, 2013.


JOHN KOVASH, MAYOR

ATTEST:


KATHY MOLLUSKY, CITY RECORDER

APPROVED AS TO FORM:


CITY ATTORNEY

Exhibit A

1

FRANCHISE AGREEMENT

2 This Franchise Agreement grants Portland General Electric Company ("Grantee") a non-
3 exclusive franchise for ten years, with an option to renew for another ten years, to erect,
4 construct, maintain, repair, update and operate an electric light and power system within
5 the City of West Linn ("City"), sets the terms and conditions of the franchise and
6 provides an effective date.

7 **WHEREAS**, Grantee has been providing electric light and power service within
8 the City; and

9 **WHEREAS**, Grantee is duly authorized by the Oregon Public Utility
10 Commission ("OPUC") to supply electric light and power within the City; and

11 **WHEREAS**, the City has the authority to regulate the use of the Public ROW (as
12 defined below) within the City and to receive compensation for the use of the Public
13 ROW; and

14 **WHEREAS**, the City and Grantee both desire Grantee to continue to be able to
15 provide electrical service within the City and to establish the terms by which Grantee
16 shall use and occupy the Public ROW;

17 **NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:**

18 **SECTION 1. NATURE AND TERM OF FRANCHISE.**

19 **(A)** The City hereby grants to Grantee and its successors and assigns, subject to the terms
20 and conditions in this Franchise, a nonexclusive franchise to erect, construct, repair,
21 maintain, upgrade and operate an electric light and power system within the City as it
22 now exists or may be extended in the future, including related communication equipment
23 and Grantee Facilities (as defined below). This Franchise includes the privilege to install,
24 repair, maintain, upgrade and operate Facilities necessary for the operation of Grantee's
25 Electric Light and Power System (as defined below) upon, over, along, and across the
26 surface of and the space above and below the streets, alleys, roads, highways, sidewalks,

Exhibit A

1 bridges, City park property and other public ways over which the City has jurisdiction
2 (collectively, "Public ROW") for the provision of public utility services within the City
3 as Grantee's Electric Light and Power System now exists or is extended or upgraded in
4 the future. Nothing in this Franchise limits the City from granting others the right to
5 carry on activities similar to, or different from the ones described in this Franchise. The
6 rights granted herein do not include the right to build or site electric generating facilities
7 in the Public ROW.

8 **(B) All Grantee Facilities in possession of Grantee currently or during the Term (as**
9 **defined in Section 2(B) that are located within the Public ROW or PUE are covered by**
10 **this Franchise and are deemed lawfully placed in their current locations. The City may**
11 **require relocation of Grantee Facilities as further specified in Section 8.**

12 **(C) Grantee may provide telecommunications services via Grantee's Electric Light and**
13 **Power System if it obtains all necessary and applicable authorizations from the OPUC**
14 **regarding the provision of telecommunications service to the public and obtains any**
15 **necessary, lawful and applicable authorization from the City for use of the Public ROW**
16 **for such provision, including entering into a separate franchise with the City.**

17 **SECTION 2. TERM AND EFFECTIVE DATE.**

18 **(A) Effective Date.** The effective date of this Franchise shall be **DATE**,] 2013
19 ("Effective Date").

20 **(B) Duration of Franchise.** The term of this Franchise ("Term") shall commence on the
21 Effective Date, and all rights and obligations pertaining thereto shall be in effect ten years
22 from the Effective Date unless the Franchise is renegotiated or terminated as provided
23 hereunder. The Term shall automatically renew for an additional ten years after the
24 expiration of the initial Term, unless either party provides the other party written notice,
25 at least 180 days before the expiration of the initial Term, that it does not desire to renew
26 the Franchise.

27 **(C) Charter and General Ordinances to Apply.** To the extent authorized by law, this
28 Franchise is subject to the Charter of the City of West Linn and general ordinance

Exhibit A

1 provisions passed pursuant thereto, including the applicable provisions of West Linn
2 Community Development Code and the West Linn Public Works Standards, and any
3 other regulation that requires underground utilities in subdivisions or partitions, and state
4 statutes and regulations existing during the Term. Nothing in this Franchise shall be
5 deemed to waive the requirements of the various codes and ordinances of the City
6 regarding permits, permit fees, business licenses, fees to be paid that are generally
7 applicable to other similar businesses operating within the City, or the manner of
8 construction unless the Franchise language specifically states otherwise. In that regard,
9 and not withstanding any other language in this Franchise to the contrary, if Grantee acts
10 in compliance with this Franchise it shall be deemed to satisfy the requirements of
11 Sections 3.250 through 3.290 of the City's Municipal Code as currently written.

12 **SECTION 3. DEFINITIONS.**

13 **(A) Captions.** Throughout this Franchise, captions to sections are intended solely to
14 facilitate reading and to reference the provisions of this Franchise. The captions shall not
15 affect the meaning and interpretation of this Franchise.

16 **(B) Definitions.** For purposes of this Franchise, the following terms, phrases, and their
17 derivations shall have the meanings given below unless the context indicates otherwise.
18 When not inconsistent with the context, words used in the present tense include the future
19 tense, words in the plural number include the singular number, and words in the singular
20 number include the plural number. The word "shall" is always mandatory and not merely
21 directory.

22 **(1) "City"** means the City of West Linn, Oregon, a municipal corporation, and all of the
23 territory within its corporate boundaries, as such may change from time to time.

24 **(2) "City Council"** means the Council of the City.

25 **(3) "City Engineer"** means the City Engineer of the City.

26 **(4) "City Recorder"** means the Recorder of the City.

27 **(5) "Director of Finance"** means the Director of Finance of the City.

Exhibit A

- 1 (6) "Emergency" means a situation involving (a) an unscheduled outage affecting one or
2 more customers, or (b) danger to public safety. Emergency also includes situations
3 where the failure of Grantee to act would result in (a) or (b).
- 4 (7) "Franchise" means this Franchise Agreement as fully executed by the City and
5 Grantee and adopted by the City Council pursuant to an enacting ordinance.
- 6 (8) "Grantee" means Portland General Electric Company, an Oregon corporation.
- 7 (9) "Grantee Facility" means any tangible component of Grantee's Electric Light and
8 Power System, including but not limited to any poles, guy wires, anchors, wire, fixtures,
9 equipment, conduit, circuits, vaults, switch cabinets, transformers, secondary junction
10 cabinets, antennas, communication equipment and other property necessary or convenient
11 to supply electric light and power by Grantee within the City.
- 12 (10) "Grantee's Electric Light and Power System" means all real property and Grantee
13 Facilities used by Grantee in the transmission and distribution of its services that are
14 located inside the boundaries of the City.
- 15 (11) "Gross Revenues" shall be deemed to include any and all revenues derived by
16 Grantee within the City from Grantee's Electric Light and Power System, and includes,
17 but is not limited to, the sale of and use of electricity and electric service, and the use,
18 rental, or lease of Grantee Facilities, after adjustment for the net write-off of uncollectible
19 accounts within the city limits of the City. Gross Revenues do not include proceeds from
20 the sale of bonds, mortgages or other evidence of indebtedness, securities or stocks, or
21 sales at wholesale by one public utility to another of electrical energy when the utility
22 purchasing such electrical energy is not the ultimate consumer. Gross Revenues also do
23 not include revenue from joint pole use. For purposes of this Franchise, revenue from
24 joint pole use includes any revenue collected by Grantee from other franchisees,
25 permittees, or licensees of the City for the right to attach wires, cable or other facilities or
26 equipment to Grantee's poles or place them in Grantee's conduits.
- 27 (12) "NESC" means the National Electrical Safety Code.
- 28 (13) "OPUC" means the Oregon Public Utility Commission.

Exhibit A

1 (14) "Term" shall have the meaning described in Section 2(B).

2 (15) "Person" means any individual, sole proprietorship, partnership, association,
3 corporation, cooperative, People's Utility District, or other form of organization
4 authorized to do business in the State of Oregon, and includes any natural person.

5 (16) "Public ROW" shall have the meaning described in Section 1(A).

6 (17) "PUE" shall mean an easement, not within the public right-of-way, that is designated
7 for providers of utility services and regulated under the City's municipal code.

8 (18) "Year," "annual," or "annually" means the period consisting of a full calendar year,
9 beginning January 1 and ending December 31, unless otherwise provided in this
10 Franchise.

11 **SECTION 4. CONSTRUCTION**

12 (A) **Construction.** Subject to the NESC, and all City codes, and the West Linn Public
13 Works Standards, where applicable, Grantee's Electric Light and Power System shall be
14 constructed and maintained in such manner as not to interfere with sewers, water pipes,
15 or any other property of the City, or with any other pipes, wires, conduits or other
16 facilities that may have been laid in the Public ROW or PUE by the City. Assuming
17 there is sufficient space in the Public ROW that meets the Grantee's construction
18 standards as provided to the OPUC and in accordance with NESC requirements, any
19 poles carrying PGE service not required to be placed underground shall be placed
20 between the sidewalk and the edge of the Public ROW unless another location is
21 approved by the City Engineer. For any land use development in the City requiring the
22 Grantee's services, the City shall notify the Grantee of such pending land use
23 development as soon as the City deems the land use development application to be
24 complete or 10 days before the pre-application conference, whichever occurs first. The
25 Grantee shall notify the City of the Grantee's construction standards that are provided to
26 the OPUC and of NESC requirements that are applicable to the pending land use
27 development. The City shall promptly relay such information as is received from
28 Grantee to the developer. The City shall process the land use development application as

Exhibit A

1 provided by the Community Development Code and the Municipal Code and shall
2 provide the approval authority with concerns or conditions of approval recommended by
3 Grantee. The City shall put developer on notice that nothing in a City land use approval
4 shall authorize violation of any applicable law, regulation or code and that the developer
5 shall be responsible for curing any violation at developer's own expense. In addition,
6 City shall confer with Grantee on an ongoing basis to create language for public work
7 standards that discourages developers from negatively impacting existing utilities already
8 located in the Public ROW or PUE, and from constructing the land use development in
9 such a way that does not allow adequate space for utilities to provide anticipated new
10 service to their customers in accordance with the utility's construction standards provided
11 to the City and OPUC and in accordance with NESC requirements. City and Grantee
12 shall also confer on rules for sharing space in locations where existing PUEs may already
13 have reached, or may be nearing, maximum capacity for utility occupancy.

- 14
15 1. Before Grantee conducts underground work involving excavation, new
16 construction, or major relocation work in Public ROW or PUEs, Grantee
17 shall apply for a permit and shall comply with any and all special
18 conditions relating to scheduling, coordination, permitting, locating of
19 facilities, restoration, and public safety as determined by the City unless
20 emergency conditions exist. Special conditions would include work being
21 done in the Public ROW or PUEs by the City or its agents.
- 22 2. Grantee shall file preliminary maps or drawings in electronic, read-only
23 format of its proposed construction work within the City with the City
24 Engineer showing the general location of the construction, extension or
25 relocation of its facilities and services in Public ROW or PUEs. The
26 proposed work must be reviewed and a City permit issued for the work
27 prior to commencement unless Section 4(C) applies.

28 **(B) Acquisition.** Subsequent to the Effective Date, upon Grantee's acquisition of
29 additional Grantee Facilities in the Public ROW or PUE, or upon any addition or
30 annexation to the City of any area in which Grantee retains Grantee Facilities in the
31 Public ROW or PUE of such addition or annexation, Grantee shall submit to the City a
32 statement describing all Grantee Facilities involved, whether authorized by a franchise
33 agreement or upon any other form of prior right, together with a map, as described in

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1 Section 5, specifying the location of all such Grantee Facilities. Such Grantee Facilities
2 shall immediately be subject to the terms of this Franchise.

3 **(C) Emergency Repairs.** In the event Emergency repairs to Grantee Facilities are
4 necessary, Grantee may conduct emergency work at any time and must provide the City
5 Engineer with written or oral notice of emergency work as soon as reasonably possible,
6 no later than five (5) business days after the emergency work has commenced. If permits
7 are required by City, Grantee shall apply for appropriate permits the next business day or
8 as soon as reasonably possible following discovery of the Emergency. In the event
9 excavation is necessary in conjunction with the repairs, Section 6 shall also apply. In any
10 event, within thirty (30) days of beginning emergency repairs or construction, Grantee
11 shall provide the City Engineer with a map in electronic, read-only format of the general
12 location of excavations, repaving, and new facilities.

13 **(D) Reasonable Care.** All work completed by Grantee or subcontracted by Grantee to
14 third parties within the Public ROW or PUEs shall be conducted with reasonable care and
15 in compliance with applicable City standards and codes. All work shall be performed in
16 accordance with all other applicable laws and regulations, including but not limited to the
17 NESC. Any work completed by Grantee within the Public ROW or PUEs may be
18 inspected by the City to determine whether it has been placed in its approved location and
19 in accordance with City requirements and standards according to Grantee's permit issued
20 by the City. Non-conforming work will be corrected with work conforming to the
21 applicable standards at no cost to the City. If Emergency work has been completed by
22 Grantee in the Public ROW or PUEs and the City determines such work was not
23 completed in a City approved location or in accordance with City requirements and
24 standards, the City shall notify Grantee and provide Grantee with sixty (60) days after the
25 Emergency has passed to reperform the work in a City approved location, in accordance
26 with the NESC.

27 **(E) Cooperation between Grantee and City.** In accordance with state law, rules and
28 regulations, for purposes of this Franchise, including but not limited to Sections 4, 8 and

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1 10, Grantee and City shall work together during any design process affecting the Public
2 ROW or PUE to establish suitable locations for Grantee's Facilities and cooperate to
3 discuss project scope and schedule. At a minimum, the discussion must include a
4 description of the plans, goals and objectives of the proposed project and options to
5 minimize or eliminate costs to the City and the utilities. The City is not required to avoid
6 or minimize costs to the utilities in a way that materially affects the project's scope, cost
7 or schedule.

8 **SECTION 5. SUPPLYING MAPS.** Grantee shall maintain maps and data pertaining to
9 the location of Grantee Facilities on file at its corporate offices or at an office in Oregon.
10 After providing Grantee with twenty-four (24) hours prior notice, the City may inspect
11 the maps (excluding Grantee proprietary information) at any time during Grantee's
12 business hours. Upon request of the City and without charge, Grantee shall furnish
13 current maps to the City by electronic data in read-only format showing the general
14 location of Grantee Facilities, excluding Grantee proprietary information. Unless
15 required by law, the City will not sell or provide Grantee prepared maps or data to third
16 parties without written permission from Grantee. Upon request of Grantee, the City will
17 make available to Grantee any relevant City prepared maps or data, not exempt from
18 disclosure under public records laws, at no charge to Grantee.

19 **SECTION 6. EXCAVATION.** Subject to Sections 4 and 7, and after obtaining any
20 permits required by the City, as well as complying with ORS 757.542 et seq. (Oregon
21 Utility Notification Center) as they may be amended from time to time, Grantee may
22 make all necessary excavations within the Public ROW or PUEs for the purpose of
23 installing, repairing, upgrading or maintaining Grantee Facilities, except that in the case
24 of an Emergency, no permit shall be required prior to excavation. In response to locate
25 requests, the City will locate all city owned utilities within the Public ROW and PUEs but
26 individual laterals from the city mains will not be located by the City. It is the
27 responsibility of Grantee to coordinate with individual property owners to locate their
28 laterals traversing Grantee's project prior to excavation. Should there be a direct conflict

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1 between any terms or conditions stated in a permit granted by the City and the terms of
2 this Franchise, the terms of this Franchise shall control. All excavations made by Grantee
3 in the Public ROW or PUE shall be properly safeguarded for the prevention of accidents.
4 All of Grantee's work under this Section shall be completed in strict compliance with all
5 applicable rules, regulations and ordinances of the City. Should a customer of Grantee be
6 required, pursuant to Grantee's tariff on file with the OPUC, to make excavations under
7 the customer's own permit from the City that are located in the Public ROW or PUE, the
8 City agrees that Grantee shall not be responsible or liable for any failure by such
9 customer to comply with any applicable rules, regulations, ordinances of the City and/or
10 with City standards. Notwithstanding the foregoing sentence, Grantee shall notify its
11 customers in writing that customers conducting excavation work in ROW or PUE must
12 comply with any applicable rules, regulations, ordinances of the City, and other
13 applicable City standards.

14 **SECTION 7. RESTORATION AFTER EXCAVATION.** Except as otherwise
15 provided for in this Section, Grantee shall restore the area of the Public ROW or PUEs in
16 the area disturbed by any excavation by Grantee to at least the same condition that it was
17 in prior to excavation, in accordance with generally applicable published City standards;
18 provided, however, Grantee shall not be required, at Grantee's expense, to pave a gravel
19 street that was gravel prior to the excavation, install sidewalk panels or curbs that did not
20 exist prior to the excavation, or construct additional improvements in the Public ROW or
21 PUE that did not exist prior to the excavation. If Grantee fails to restore the Public ROW
22 or PUE to at least the same condition that it was in prior to the excavation, in accordance
23 with generally applicable published City standards, the City shall give Grantee written
24 notice and provide Grantee a reasonable period of time, not to exceed thirty (30) days, to
25 restore the Public ROW or PUE. If the work of Grantee creates a public safety hazard as
26 determined by the City Engineer, Grantee may be required to repair or restore the Public
27 ROW or PUE within twenty-four (24) hours notice from the City, or such time as agreed
28 between the City Engineer and Grantee, taking into consideration weather and other

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1 relevant factors. Should Grantee fail to make such repairs or restorations within the
2 aforementioned time frames, the City may, after providing notice to Grantee and a
3 reasonable opportunity to cure, refill or repave (as applicable) any opening made by
4 Grantee in the Public ROW or PUE and the expense thereof shall be paid by Grantee.
5 The City reserves the right, after providing notice to Grantee, to remove or repair any
6 work completed by Grantee, which, in the determination of the City Engineer is
7 inadequate, using a qualified contractor in accordance with applicable local, state and
8 federal laws and regulations, and Grantee's construction standards as provided to the
9 OPUC. The cost thereof, including the cost of inspection, management, and supervision,
10 shall be paid by Grantee. In the event that Grantee's work is coordinated with other
11 construction work in the Public ROW or PUE, the City Engineer may excuse Grantee
12 from restoring the area of the Public ROW or PUE, provided that as part of the
13 coordinated work, the Public ROW or PUE is restored to good order and condition in
14 accordance with City standards.

15 **SECTION 8. RELOCATION.**

16 **(A) Permanent Relocation Required by City** – This subsection (A) covers permanent
17 relocation of overhead Grantee Facilities that will remain overhead, and underground
18 Grantee Facilities that will remain underground. The City shall have the right to require
19 Grantee to change the location of Grantee's Electric Light and Power System located in
20 the Public ROW or PUE when it is necessary for any public project or public
21 improvement in the Public ROW or PUE, and, unless otherwise agreed, the expenses
22 thereof shall be paid by Grantee. The foregoing sentence shall not apply if any of the of
23 the following is true: a) the project or improvement necessitating the change in location
24 will not be owned by the City; or b) the majority of the funding for the project or
25 improvement does not come from City, county, regional, state, or federal government
26 sources; or c) the public project or public improvement is not located in the Public ROW
27 or PUE. The City agrees to provide a suitable location in the Public ROW or PUE, as
28 mutually agreed, for Grantee Facilities, that meets the Grantee's construction standards as

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1 provided to the OPUC and in accordance with NESC requirements, to accommodate and
2 permit relocation and upgrade of Grantee Facilities in order to maintain sufficient service.
3 Should Grantee fail to remove or relocate any such Grantee Facilities within ninety (90)
4 days after the date established by the City, which, except in the event of a public
5 Emergency, shall not occur sooner than ninety (90) days after the City provides written
6 notice to remove/relocate to Grantee, the City may cause or effect such removal or
7 relocation, performed by a qualified contractor in accordance with applicable local, state
8 and federal laws and regulations, and the Grantee's construction standards as provided to
9 the OPUC, and the expense thereof shall be paid by Grantee. However, when the City
10 requests a subsequent relocation of all or part of the same Grantee Facilities less than two
11 years after the initial relocation that is necessary or convenient for a public project, and
12 not at the request of or to accommodate a third party, the subsequent relocation shall be at
13 the expense of the City.

14 **(B) Notice.** The City will endeavor to provide as much notice prior to requiring Grantee
15 to relocate Grantee Facilities as possible. The notice shall specify the date by which the
16 existing Grantee Facilities must be removed or relocated. Nothing in this Section 8 shall
17 prevent the City and Grantee from agreeing, either before or after notice is provided, to a
18 mutually acceptable schedule for relocation. Grantee and City shall work together during
19 any design process affecting the Public ROW or PUE to establish suitable locations for
20 Grantee's Facilities and cooperate to discuss project scope and schedule. At a minimum,
21 the discussion must include a description of the plans, goals and objectives of the
22 proposed project and options to minimize or eliminate costs to the City and utilities. The
23 City is not required to avoid or minimize costs to the utilities in a way that materially
24 affects the project's scope, cost or schedule.

25 **(C) Permanent Relocation - Undergrounding.** This subsection (C) applies to
26 conversions of Grantee Facilities from overhead to underground. As permitted by, and in
27 accordance with City ordinance and any applicable law, administrative rule, or
28 regulation, the City may require Grantee to convert any overhead Grantee Facilities to

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1 underground Grantee Facilities at the same or different locations, subject to the NESC
2 and Grantee's engineering and safety standards. This subsection shall not apply to
3 Grantee Facilities used for or in connection with the transmission of electric energy at
4 nominal voltages in excess of 35,000 volts. Pedestals, cabinets, and other above-ground
5 equipment shall also normally be exempted from this subsection, excepting those
6 instances where lack of suitable ROW, lack of easements, or special project requirements
7 demand undergrounding of said facilities. Any such underground relocation shall be
8 consistent with applicable long-term development plans or projects of the City, or as
9 approved by the City. The expense of such a conversion shall be paid by Grantee, and
10 Grantee may recover its costs from its customers in accordance with state law,
11 administrative rule, or regulation. The City agrees to provide a suitable location in the
12 Public ROW or PUE, as mutually agreed for Grantee Facilities that meet the Grantee's
13 construction standards as provided to the OPUC and in accordance with NESC
14 requirements to accommodate and permit upgrade of Grantee Facilities in order to
15 maintain sufficient service. Nothing in this subsection prevents the City and Grantee
16 from agreeing to a different form of cost recovery on a case-by-case basis consistent with
17 applicable statutes, administrative rules, or regulations.

18 **(D) Temporary Relocation at Request of City.** This subsection (D) covers temporary
19 relocation of overhead Grantee Facilities that will remain overhead, as well as
20 underground Grantee Facilities that will remain underground. The City may require
21 Grantee to temporarily remove and relocate Grantee Facilities by giving sixty (60) days
22 notice to Grantee. Prior to such relocation, the City agrees to provide a suitable location
23 in the Public ROW or PUE, as mutually agreed, or a temporary construction easement
24 that meets the Grantee's construction standards as provided to the OPUC and in
25 accordance with NESC requirements, and that allows the Grantee to place its Facilities on
26 the easement in order to maintain sufficient service until such time as the Grantee moves
27 its Facilities to their permanent location. The cost of temporary removal or relocation of
28 Grantee Facilities that is necessary or convenient for public projects, as well as cost of

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1 replacing Grantee Facilities in their permanent location, shall be paid by Grantee.
2 However, when the City requests a subsequent relocation of all or part of the same
3 Grantee Facilities less than two years after the initial relocation, that is necessary or
4 convenient for a public project and not at the request of or to accommodate a third party,
5 the subsequent relocation shall be at the expense of the City.

6 **(E) Relocation at Request of or to Accommodate Third Party.** In the event that any
7 relocation of Grantee Facilities is requested by or is to accommodate a third party,
8 Grantee shall seek reimbursement from the third party consistent with the Grantee's tariff
9 on file with the OPUC and not from the City. Such relocation shall be consistent with
10 any applicable long-term development plan or projection of the City or approved by the
11 City. If the relocation of Grantee Facilities is caused or required by the conditions placed
12 by the City on approval for projects of third parties, such relocation shall in no event fall
13 under the provisions of subsections (A), (C) or (D) of this Section 8.

14 **(F) Temporary Relocation at Request of Third Parties.** Whenever it is necessary to
15 temporarily relocate or rearrange any Grantee Facility in order to permit the passage of
16 any building, machinery or other object, Grantee shall perform the work after receiving
17 sixty (60) business days written notice from the persons desiring to move the building,
18 machinery or other object. The notice shall: (1) demonstrate that the third party has
19 acquired at its expense all necessary permits from the City; (2) detail the route of
20 movement of the building, machinery, or other object; (3) provide that the person
21 requesting the temporary relocation shall be responsible for Grantee's costs; (4) provide
22 that the requestor shall indemnify and hold harmless the City and Grantee from any and
23 all damages or claims resulting either from the moving of the building, machinery or
24 other object or from the temporary relocation of Grantee Facilities; and (5) be
25 accompanied by a cash deposit or other security acceptable to Grantee for the costs of
26 relocation. Grantee in its sole discretion may waive the security obligation. The cash
27 deposit or other security shall be in an amount reasonably calculated by Grantee to cover

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1 Grantee's costs of temporary relocation and restoration. All temporary relocations under
2 this subsection shall comply with ORS 757.805.

3 **SECTION 9. PUBLIC ROW VACATION.** If all or a portion of the Public ROW used
4 by Grantee is vacated by the City during the Term, and if reasonably possible, the City
5 shall either condition the approval of the vacation on the reservation of an easement for
6 Grantee Facilities in their then-current location that prohibits any use of the vacated
7 property that interferes with Grantee's full enjoyment and use of its easement, or permit
8 Grantee Facilities to remain in a PUE. If neither of these options is reasonably possible,
9 Grantee shall, after notice from the City and without expense to the City, remove Grantee
10 Facilities from such vacated Public ROW, restore, repair or reconstruct the Public ROW
11 where such removal has occurred in accordance with Section 7. In the event of failure,
12 neglect or refusal of Grantee, after providing Grantee with ninety (90) days prior written
13 notice, to repair, restore, or reconstruct such Public ROW, the City may complete such
14 work or cause it to be completed by a qualified contractor in accordance with applicable
15 state and federal safety laws and regulations, and the cost thereof shall be born by the
16 Grantee. Upon request, the City will cooperate with Grantee to identify alternative
17 locations within the Public ROW for Grantee Facilities if they are not permitted to remain
18 in the vacated area.

19 **SECTION 10. CITY PUBLIC WORKS AND IMPROVEMENTS.** Nothing in this
20 Franchise shall be construed in any way to prevent the City from excavating, grading,
21 paving, planking, repairing, widening, altering, or completing any work that may be
22 needed or convenient in the Public ROW or PUE that is consistent with applicable codes.
23 The City shall coordinate any such work with Grantee to avoid, to the extent reasonably
24 foreseeable, any obstruction, injury or restrictions on the use by Grantee of any Grantee
25 Facilities, and the City shall bear the responsibilities for damages as set forth in Section
26 20. Nothing in this Section relieves either party from its obligations set forth in Sections
27 4(E) and 8.

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1 **SECTION 11. USE OF GRANTEE FACILITIES.** City shall maintain attachment
2 agreements and permits to string wires on Grantee's poles or run wires in Grantee's
3 trenches and/or available conduit for municipal purposes and to attach fire and police
4 alarms, communication equipment, and banners to and between Grantee's poles with
5 messages regarding community events and public safety, provided that such wires,
6 banners and equipment: a) do not unreasonably interfere with Grantee operations; b)
7 conform to the NESC; and c) the City's excess capacity on such wires, banners and
8 equipment is not leased to, sold to or otherwise used by non-governmental third parties.
9 Grantee shall not charge the City for such attachments to its poles or in its conduits;
10 however, the City shall be responsible to pay for any make-ready and inspections Grantee
11 must perform in order to provide access to Grantee Facilities for City wires, banners and
12 equipment in accordance with the NESC. Should any of the City's attachments to
13 Grantee Facilities violate the NESC, the City shall work with Grantee to address and
14 correct such violations in an agreed-upon period of time. The City shall indemnify and
15 hold Grantee harmless from loss or damage resulting from the presence of City's wires,
16 banners and equipment on or in Grantee Facilities. For purposes of this Franchise,
17 "make-ready" shall mean engineering or construction activities necessary to make a pole,
18 conduit, or other support equipment available for a new attachment, attachment
19 modifications, or additional facilities.

20 **SECTION 12. PAYMENT FOR USE OF PUBLIC ROW.**

21 **(A) Use of Public ROW.** In consideration for its use of the Public ROW in accordance
22 with the terms of this Franchise, Grantee agrees to pay the City an amount equal to three
23 and one-half percent (3 1/2%) of the Gross Revenue received by Grantee from its
24 customers within the City. The current year's franchise fee shall be based on the Gross
25 Revenue collected by Grantee during the previous calendar year from Grantee's
26 customers, and shall be paid on an annual basis. To the extent permissible under state
27 law and regulation, the payment imposed by this subsection shall be considered an
28 operating expense of Grantee and shall not be itemized or billed separately to consumers

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1 within the City. However, should the percentage of Gross Revenue permitted to be
2 considered an operating expense of Grantee be increased by regulation of the OPUC
3 during the Term of this Franchise, the City retains the right to require the percentage
4 amount paid by Grantee under this subsection (A) to be increased, not to exceed the
5 maximum amount permitted by regulation to be considered an operating expense by
6 Grantee at that time.

7 **(B) Property Tax Limitations Do Not Apply.** The payment described in this Section
8 12 is not subject to the property tax limitations of Article XI, Sections 11(b) and 11(19)
9 of the Oregon Constitution and is not a fee imposed on property or property owners by
10 fact of ownership.

11 **(C) Privilege Tax.** The City shall retain the right, as permitted by Oregon law, to charge
12 a privilege tax based on a percentage of the Gross Revenue earned from Grantee's
13 customers within the City in addition to the payment amounts set forth in subsection (A).
14 The City shall provide Grantee at least ninety (90) days notice prior to any privilege tax
15 or increase in privilege tax becoming effective. Grantee shall follow state regulations
16 regarding the inclusion of such privilege tax as an itemized charge on the electricity bills
17 of its customers within the City.

18 **(D) Remittance of Annual Payment.** Grantee shall remit to the Director of Finance on
19 or before the first (1st) day of April of each year, the annual 3 ½% franchise fee payment,
20 or franchise fee payment higher than 3 1/2% if such fee is increased in accordance with
21 the last sentence of subsection A of this Section 12, as well as payment of any additional
22 privilege tax, to be made in such year. Payment must be made in immediately available
23 federal funds. No later than the first (1st) day of March of each year, Grantee shall
24 provide the City a statement, under oath, showing the Gross Revenue for the preceding
25 year.

26 **(E) Acceptance of Payment.** Acceptance by the City of any payment due under this
27 Section shall not be a waiver by the City of any breach of this Franchise occurring prior
28 to the acceptance, nor shall the acceptance by the City preclude the City from later

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1 establishing that a larger amount was actually due, or from collecting the balance due to
2 the City.

3 **(F) Late Payments.** Interest on late payments shall accrue from the due date based on
4 the one year U.S. treasury bill rate as of the due date, and shall be computed based on the
5 actual number of days elapsed from the due date until payment. Interest shall accrue
6 without regard to whether the City has provided notice of delinquency.

7 **(G) No Exemption From Other Fees or Taxes.** Payment of the amounts described in
8 this Section 12 shall not exempt Grantee from the payment of any other license fee, tax or
9 charge on the business, occupation, property or income of Grantee that may be lawfully
10 imposed by the City or any other taxing authority, except as may otherwise be provided
11 in the ordinance or laws imposing such other license fee, tax or charge.

12 **(H) Direct Access and Volumetric Methodologies.** The City may, consistent with state
13 law, direct that the payments made under this Section 12 be based on volume-based
14 methodologies as specifically described in ORS 221.655 instead of the formula set out in
15 subsections 12 (A) and (C). Notice must be given to Grantee in writing for the subsequent
16 payments to be made using volume-based methodology. The volumetric calculation shall
17 apply to payments made in one calendar year (based on January 1 to December 31
18 billings from the previous calendar year). The choice to use volumetric methodology
19 must be renewed annually by the City. No notice is necessary if the City chooses to
20 remain on the revenue-based calculation.

21 **(I) Payment Obligation Survives Franchise.** If prior to the expiration of this Franchise
22 the parties do not finish negotiation of a new franchise agreement, the obligation to make
23 the payments imposed by this Section 12 shall survive expiration of this Franchise until a
24 new franchise agreement becomes effective and supersedes this Franchise. In the event
25 this Franchise is terminated before expiration, Grantee shall make the remaining
26 payments owed, if any, within ninety (90) days of the termination date.

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1 **SECTION 13. AUDIT.**

2 (A) **Audit Notice and Record Access.** The City may audit Grantee's calculation of
3 Gross Revenues. Within ten (10) business days after receiving a written request from the
4 City, or such other time frame as agreed by both parties, Grantee shall furnish the City
5 and any auditor retained by the City: (1) information sufficient to demonstrate that
6 Grantee is in compliance with this Franchise; and (2) access to all books, records, maps
7 and other documents maintained by Grantee with respect to Grantee Facilities that are
8 necessary for the City to perform such audit. Grantee shall provide access to such
9 information to City within the City, or the Portland, Oregon metropolitan area, during
10 regular Grantee business hours.

11 (B) **Audit Payment.** If the City's audit shows that the amounts due to the City are
12 higher than those based on the Grantee's calculation of Gross Revenue, then Grantee
13 shall make a payment for the difference within sixty (60) days after the delivery to
14 Grantee of the audit results. In addition to paying any underpayment, Grantee shall pay
15 interest at the prevailing one year U.S. Treasury bill rate, but not penalties, as specified in
16 this Franchise, from the original due date. In the event the City's audit shows that
17 Grantee's calculation of Gross Revenue resulted in an overpayment to the City by five
18 percent (5%) or more in any one year, the Grantee may deduct such overpayment from
19 the next annual franchise fee payment. If the City's audit shows that the amounts due to
20 the City based on the Grantee's calculation of Gross Revenue deviated by five percent
21 (5%) or more in any one year from the City's calculation during the audit, Grantee shall
22 reimburse the City for the incremental cost associated with the audit, not to exceed one
23 percent (1%) of the total annual franchise fee payment for the applicable audit period.

24 **SECTION 14. TERMINATION AND REMEDIES.**

25 (A) **By City for Cause.** If Grantee ceases to maintain Grantee Facilities in accordance
26 with the maintenance commitments outlined in the Service Quality Measures Review
27 filed with the OPUC, and this causes an increase in the risk to the public of personal
28 injury or property damage, the City shall notify Grantee and Grantee shall have thirty

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1 (30) days after the date of the notice to eliminate such risk or, if such risk can not be
2 eliminated within thirty (30) days, such reasonable time period as is required to eliminate
3 such risk and Grantee shall bear all costs related to remedying the risk. If Grantee does
4 not eliminate the risk in accordance with the preceding sentence, the City may then
5 terminate this Franchise by providing Grantee written notice of termination.

6 **(B) By City if City Will Provide Service.** The City may terminate this Franchise upon
7 one year's written notice to Grantee in the event that the City decides to engage in public
8 ownership of the electric facilities located in the Public ROW and the public distribution
9 of electric energy to customers throughout the City in accordance with ORS 758.470.

10 **(C) City Reserves Right to Terminate.** In addition to any other rights provided for in
11 this Franchise, the City reserves the right, subject to subsections 14 (E) and (F), to
12 terminate this Franchise in the event that:

13 **(1)** The Grantee materially violates any material provision of this Franchise;

14 **(2)** The Grantee is found by a court of competent jurisdiction to have practiced any
15 material fraud or deceit upon the City;

16 **(3)** There is a final determination that Grantee has failed, refused, neglected or is
17 otherwise unable to obtain or maintain Grantee's service territory designation required by
18 any federal or state regulatory body regarding Grantee's operation of Grantee's Electric
19 Light and Power System; or

20 **(4)** Grantee becomes unable or unwilling to pay its debts, or is adjudged bankrupt.

21 **(D) Material Provisions.** For purposes of this Section 14, the following are material
22 provisions of this Franchise, allowing the City to exercise its rights under this Section 14
23 or as set forth elsewhere in this Franchise:

24 **(1)** The invalidation, failure to pay or any suspension of Grantee's payments of franchise
25 fees or privilege taxes to the City for use of the Public ROW under this Franchise;

26 **(2)** Any failure by Grantee to submit timely reports as may be requested by the City,
27 regarding the calculation of its franchise fees or privilege taxes paid or to be paid to the
28 City;

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1 (3) Any failure by Grantee to maintain the liability insurance or self insurance required
2 under this Franchise;

3 (4) Any failure by Grantee to provide copies of requested information as provided under
4 Sections 4, 5, and 13 above; and

5 (5) Any failure by Grantee to otherwise substantially comply with the requirements of
6 Section 4 through Section 20 of this Franchise, unless otherwise agreed.

7 **(E) Notice and Opportunity to Cure.** The City shall provide Grantee thirty (30) days
8 prior written notice of its intent to exercise its rights under this Section 14, stating the
9 reasons for such action. If Grantee cures the basis for termination or if Grantee initiates
10 efforts satisfactory to the City to remedy the basis for termination and the efforts continue
11 in good faith within the thirty (30) day notice period, the City shall not exercise its
12 remedy rights. If Grantee fails to cure the basis for termination or if Grantee does not
13 undertake and/or maintain efforts satisfactory to the City to remedy the basis for
14 termination within the thirty (30) day notice period, then the City Council may impose
15 any or all of the remedies available under this Section 14.

16 **(F) Remedies.** In determining which remedy or remedies are appropriate, the City shall
17 consider the nature of the violation, the person or persons burdened by the violation, the
18 nature of the remedy required in order to prevent further such violations, and any other
19 matters the City deems appropriate.

20 **(G) Financial Penalty.** In addition to any rights set out elsewhere in this Franchise, as
21 well as its rights under the City Code or other law, the City reserves the right at its sole
22 option to impose a financial penalty of up to \$500.00 per day per material violation of a
23 material provision of this Franchise when the opportunity to cure has passed.

24 **SECTION 15. ASSIGNMENT OF FRANCHISE.** Grantee may not sell, assign,
25 transfer, or convey this Franchise to a third party without the City Council giving its
26 consent in a duly passed ordinance. Upon obtaining such consent, this Franchise shall
27 inure to and bind such third party. Grantee shall not sell or assign this Franchise to an
28 entity that is not authorized by the OPUC to provide electric service to retail consumers

Exhibit A

1 in the City or is not otherwise authorized to provide electric service to retail consumers
2 under Oregon law. Prior to any proposed transfer, Grantee shall be in full compliance
3 with this Franchise and the proposed transferee shall agree in writing to be bound by this
4 Franchise. In the event Grantee is purchased by or merged into another entity and
5 Grantee survives such purchase or merger as a public utility, Grantee shall provide notice
6 to the City of such purchase or merger, but shall have no obligation under this Franchise
7 to obtain the consent of the City Council for such purchase or merger.

8 **SECTION 16. REMOVAL OF FACILITIES.** If this Franchise is terminated or
9 expires on its own terms and is not replaced by a new franchise agreement or similar
10 authorization, the City may determine whether Grantee Facilities are to be removed from
11 the Public ROW or remain in place. The City shall provide written notice of any
12 requirement to remove Grantee Facilities and shall provide Grantee sixty (60) days to
13 comment on such requirement to move Grantee Facilities. Following consideration of
14 any such comments, the City Manager may issue an order requiring removal of Grantee
15 Facilities within nine (9) months after such order is declared.

16 **SECTION 17. NONDISCRIMINATION.** Grantee shall provide service to electric
17 light and power consumers in the City without undue discrimination or undue preference
18 or disadvantage, in accordance with Oregon law.

19 **SECTION 18. INDEMNIFICATION.** To the fullest extent permitted by law, Grantee
20 shall indemnify and hold harmless the City against any and all claims, damages, costs and
21 expenses, including attorney's fees and costs, to which the City may be subjected as a
22 direct and proximate result of any willful, intentionally tortious, negligent, or malicious
23 acts and/or omissions of Grantee, or its affiliates, officers, employees, agents, contractors
24 or subcontractors, arising out of the rights and privileges granted by this Franchise. The
25 obligations imposed by this Section are intended to survive termination of this Franchise.

26 **SECTION 19. INSURANCE.** Grantee shall obtain and maintain in full force and
27 effect, for the entire Term, the following insurance covering risks associated with
28 Grantee's ownership and use of Grantee Facilities and the Public ROW:

Exhibit A

1 (A) Commercial General Liability insurance covering all operations by or on behalf of
2 Grantee for Bodily Injury and Property Damage, including Completed Operations and
3 Contractors Liability coverage, in an amount not less than Two Million Dollars
4 (\$2,000,000.00) per occurrence and in the aggregate.

5 (B) Business Automobile Liability insurance to cover any vehicles used in connection
6 with its activities under this Franchise, with a combined single limit not less than One
7 Million Dollars (\$1,000,000.00) per accident.

8 (C) Workers' Compensation coverage as required by law and Employer's Liability
9 Insurance with limits of \$1,000,000. With the exception of Workers' Compensation and
10 Employers Liability coverage, Grantee shall name the City as an additional insured on all
11 applicable policies. All insurance policies shall provide that they shall not be canceled or
12 modified unless thirty (30) days prior written notice is provided to the City. Grantee shall
13 provide the City with a certificate of insurance evidencing such coverage as a condition
14 of this Franchise and shall provide updated certificates upon request.

15 **(D) Index for minimum coverage.**

16 (1) The minimum coverages required in subsections A through C of this Section shall be
17 automatically adjusted to track percentages of statutory increases to the City's exposure
18 under the Oregon Tort Claims act. On July 1, 2013, and for every year this Franchise is
19 in effect, Grantee shall ensure it has insurance coverage in the amount stated in
20 subsections A through C, increased as follows:

21 (a) On or before July 1, 2013, Grantee shall obtain or maintain insurance policies
22 with minimum coverage amounts stated in the Franchise, increased by 5.25%

23 (b) On or before July 1, 2014, and on July 1 of every year thereafter, Grantee
24 shall obtain or maintain policies with minimum coverage calculated by increasing
25 the coverage amounts applicable to the previous year by the lesser of (i) three
26 percent, or (ii) the percentage increase, if any, in the cost of living for the previous
27 calendar year, based on changes in the Portland-Salem, OR-WA Consumer Price

Exhibit A

1 Index for All Urban Consumers for All Items as published by the Bureau of Labor
2 Statistics of the United States Department of Labor.

3 **(2)** Grantee is responsible for ensuring that its insurance coverage satisfies the increased
4 minimums embodied in this subsection (E). The City reserves the right to request copies
5 of updated certificates of insurance for inspection.

6 **(E) In Lieu of Insurance.** In lieu of the insurance policies required by this Section 19,
7 Grantee shall have the right to self-insure any and all of the coverage outlined hereunder.
8 If Grantee elects to self-insure, it shall do so in an amount at least equal to the coverage
9 requirements of this Section 19 in a form acceptable to the City. Grantee shall provide
10 proof of self-insurance to the City before this Franchise takes effect and thereafter upon
11 request by the City.

12 **SECTION 20. DAMAGE TO FACILITIES.** The City shall not be liable for any
13 consequential damages or losses resulting from any damage to or loss of any facility as a
14 result of or in connection with any work by or for the City unless the damage or loss is
15 the direct and proximate result of willful, intentionally tortious, negligent or malicious
16 acts and/or omissions by the City, its employees, or agents. In such case, the City shall
17 indemnify and hold harmless Grantee against any and all claims, damages, costs and
18 expenses, including attorney's fees and costs, arising from such acts and/or omissions,
19 subject to any applicable limitations in the Oregon Constitution and the Oregon Tort
20 Claims Act. The obligations imposed by this Section are intended to survive termination
21 of this Franchise.

22 **SECTION 21. LIMITATION ON PRIVILEGES.** All rights and authority granted to
23 Grantee by the City under this Franchise are conditioned on the understanding and
24 agreement that the privileges in the Public ROW shall not be an enhancement of
25 Grantee's properties or an asset or item of ownership of Grantee.

26 **SECTION 22. FRANCHISE NOT EXCLUSIVE.** This Franchise is not exclusive and
27 shall not be construed to limit the City from granting rights, privileges and authority to
28 other persons similar to or different from those set forth in this Franchise.

Exhibit A

1 **SECTION 23. REMEDIES AND PENALTIES NOT EXCLUSIVE.** All remedies
2 and penalties under this Franchise, including termination, are cumulative and not
3 exclusive, and the recovery or enforcement by one available remedy or imposition of a
4 penalty is not a bar to recovery or enforcement by any other remedy or imposition of any
5 other penalty. The City reserves the right to enforce the penal provisions of any City
6 ordinance or resolution and to avail itself to any and all remedies available at law or in
7 equity. Failure to enforce any term, condition or obligation of this Franchise shall not be
8 construed as a waiver of a breach of any term, condition or obligation of this Franchise.
9 A specific waiver of a particular breach of any term, condition or obligation of this
10 Franchise shall not be a waiver of any other, subsequent or future breach of the same or
11 any other term, condition or obligation of this Franchise.

12 **SECTION 24. SEVERABILITY CLAUSE.** If any section, subsection, sentence,
13 clause, phrase, or other portion of this Franchise is, for any reason, held to be invalid or
14 unconstitutional by a court of competent jurisdiction, all portions of this Franchise that
15 are not held to be invalid or unconstitutional shall remain in effect until this Franchise is
16 terminated or expired. After any declaration of invalidity or unconstitutionality of a
17 portion of this Franchise, either party may demand that the other party meet to discuss
18 amending the terms of this Franchise to conform to the original intent of the parties. If
19 the parties are unable to agree on a revised franchise agreement within ninety (90) days
20 after a portion of this Franchise is found to be invalid or unconstitutional, either party
21 may terminate this Franchise by delivering one hundred and eighty (180) days notice to
22 the other party.

23 **SECTION 25. ACCEPTANCE.** Within thirty (30) days after the ordinance adopting
24 this Franchise is passed by the City Council, Grantee shall file with the City Recorder its
25 written unconditional acceptance or rejection of this Franchise. If Grantee files a
26 rejection, or fails to file a written unconditional acceptance within thirty (30) days, this
27 Franchise shall be null and void.

Exhibit A

1 **SECTION 26. NOTICE.** Any notice provided for under this Franchise shall be
2 sufficient if in writing and (1) delivered personally to the following addressee, (2)
3 deposited in the United States mail, postage prepaid, certified mail, return receipt
4 requested, (3) sent by overnight or commercial air courier (such as Federal Express or
5 UPS), or (4) sent by facsimile transmission with verification of receipt, addressed as
6 follows, or to such other address as the receiving party hereafter shall specify in writing:

7 **If to the City: City Manager**

8 **City of West Linn**
9 **22500 Salamo Road**
10 **West Linn, Oregon 97068**
11 **FAX # (503) 650-9041**

12 **With a copy to: City Attorney**

13 **City of West Linn Oregon**
14 **22500 Salamo Road**
15 **West Linn, Oregon 97068**
16 **FAX # (503) 650-9041**

17 **If to the Grantee: Regional Manager**

18 **Portland General Electric Company**
19 **3700 SE 17th Ave**
20 **Portland, Oregon 97202**
21 **FAX: (503) 736-5720**

22 **With a copy to: Portland General Electric Company**

23 **Attn: General Counsel**
24 **One World Trade Center, 17th Floor**
25 **121 SW Salmon Street**
26 **Portland, Oregon 97204**
27 **FAX: (503) 464-2200**

Exhibit A

1 Any such notice, communication or delivery shall be deemed effective and delivered
2 upon the earliest to occur of actual delivery, three (3) business days after depositing in the
3 United States mail, one (1) business day after shipment by commercial air courier or the
4 same day as confirmed facsimile transmission (or the first business day thereafter if faxed
5 on a Saturday, Sunday or legal holiday).

6 IN WITNESS WHEREOF, the parties, through their duly authorized representatives,
7 have executed this Franchise as of the dates indicated below.

PORTLAND GENERAL ELECTRIC
COMPANY

CITY OF WEST LINN

By: Bill Nicholson
Name: BILL NICHOLSON
Title: SR. VICE PRESIDENT
Date: 2/14/13

By: Chris Jordan
Name: Chris Jordan
Title: City Manager
Date: 1/29/2013

8

REPORT / RECOMMENDATION



To: MAYOR AND CITY COUNCIL

Agenda Item #: VII. A.

From: Scott H. Neal, City Manager

Action

Discussion

Date: August 5, 2015

Information

Subject: Proposed Franchise Agreement With Excel Energy, Ordinance No. 2015-12

Action Requested:

Adopt Proposed Ordinance 2015-012 Approving a new Franchise Agreement with Xcel Energy

Background:

On March 3, 2015, I presented the Council with a proposed process and engagement plan for renewal of the Xcel Energy franchise agreement. After seeking input from Council Members and City staff, I prepared a draft franchise agreement, which was considered by the Energy & Environment Commission on May 14. The comments from the EEC were incorporated into the franchise proposal, including the creation of a proposed Memorandum of Understanding (MOU) called the Edina Clean Energy Partnership that is based on a similar MOU between Xcel Energy and the City of Minneapolis.

I hosted a two hour public open house on June 25 to enable members of the public with ideas, suggestions or concerns to share them at an early stage in the drafting of the agreement. There were no participants at the open house. Following the open house, I reviewed the proposed franchise agreement with representatives from Xcel Energy on July 2 to seek their initial reactions to the draft franchise agreement.

The City Council conducted a public hearing on the draft franchise agreement on July 21 to allow interested members of the public one final opportunity to influence Council Members concerning the proposed franchise agreement. One citizen testified. Following this public hearing, I requested final direction from Council Members on areas of material change in order for the final draft of the ordinance to be prepared for consideration at your August 5, 2015 meeting.

The draft franchise agreement reviewed at the July 21 public hearing included five areas of material change compared to the current franchise:

1. 3.8.1 COMPANY SHALL PROVIDE CITY WITH A COMMUNITY-WIDE NETWORK OF FULLY FUNCTIONING STREET LIGHTS. COMPANY SHALL MAKE REASONABLE EFFORTS TO RESPOND AND REPAIR MALFUNCTIONING STREET LIGHTS WITHIN 48 HOURS OF NOTIFICATION BY CITY.
2. 3.8.2 COMPANY SHALL PROVIDE CITY THE LOCATION OF COMPANY OWNED STREET LIGHTS WITHIN THE CITY, TO BE UPDATED AT LEAST ANNUALLY.

3. 3.8.3 COMPANY SHALL UPGRADE, AT COMPANY COST, CITY'S NETWORK OF STREET LIGHTS TO LED STREET LIGHTS ON OR BEFORE JANUARY 1, 2018.
4. 3.9.1 COMPANY AGREES THAT THE APPEARANCE OF ITS GROUND AND POLE MOUNTED EQUIPMENT WITHIN CITY PROPERTY, RIGHT-OF-WAY AND EASEMENT SHALL NOT BE ALLOWED TO BECOME VISUALLY DISPLEASING. COMPANY AGREES TO REMEDY VISUALLY DEFECTIVE EQUIPMENT WITHIN 90 DAYS, WEATHER PERMITTING, OF A REQUEST TO REMEDY FROM CITY.
5. 9.2.1 ENERGY CONSERVATION FEE. COMPANY AGREES TO ASSESS A \$0.50/MONTH CHARGE TO EACH CUSTOMER, REGARDLESS OF CUSTOMER CLASS, AND TO REMIT SUCH AMOUNT TO CITY AT THE SAME TIME AND METHOD AS THE FRANCHISE FEE, FOR THE PURPOSE OF FUNDING CITY'S ENERGY CONSERVATION PROGRAM.

ECEP - In addition to the five areas of material change, the Energy & Environment Commission recommended the City enter into a Memorandum of Understanding with Xcel Energy to create the "Edina Clean Energy Partnership". The Edina Clean Energy Partnership (ECEP) is based on a similar agreement that Xcel has with the City of Minneapolis called the Minneapolis Clean Energy Partnership. The ECEP is intended to address a number of supplementary energy issues that cannot be included in the franchise agreement itself. I have included a draft copy of the proposed ECEP with the Council packet materials. Xcel does not wish to have a Clean Energy Partnership with the City of Edina. Xcel believes the Partners In Energy (PIE) program will adequately address the energy issues in the ECEP.

Information:

Before I provide a review of the outstanding franchise issues, it is necessary to note a proposed structural change that has evolved in the discussion with Xcel Energy about the franchise agreement. The company has requested that City agree to consider the franchise agreement without the requested changes. The company's strong preference is to make their commitments to the City's requests, where applicable, through a side letter or MOU, and not to incorporate them into the franchise agreement itself. They prefer this method of commitment because they prefer to have the same franchise agreement components in all of their cities. I recommend the City Council accept this request from the company, provided the side letter or MOU is executed by someone at the company who is authorized to honor the company's future commitments to the City.

As of the writing of this memorandum for the August 5 Council Packet, the status of the material changes under discussion is as follows:

1. 3.8.1 COMPANY SHALL PROVIDE CITY WITH A COMMUNITY-WIDE NETWORK OF FULLY FUNCTIONING STREET LIGHTS. COMPANY SHALL MAKE REASONABLE EFFORTS TO RESPOND AND REPAIR MALFUNCTIONING STREET LIGHTS WITHIN 48 HOURS OF NOTIFICATION BY CITY.

Xcel: The company requests this provision be modified to:

*Company shall provide City with a community-wide network of fully functioning street lights.
Company shall make reasonable efforts to respond and repair malfunctioning street lights within two business days of notification by City.*

SHN: I recommend the Council approve the requested amendment.

2. 3.8.2 COMPANY SHALL PROVIDE CITY THE LOCATION OF COMPANY OWNED STREET LIGHTS WITHIN THE CITY, TO BE UPDATED AT LEAST ANNUALLY.

Xcel: The company requests this item be withdrawn from the agreement because they are already meeting this standard.

SHN: I recommend the Council accept the company's request to withdraw this item. According to City staff, Xcel's performance in this area has been very good and dependable.

3. 3.8.3 COMPANY SHALL UPGRADE, AT COMPANY COST, CITY'S NETWORK OF STREET LIGHTS TO LED STREET LIGHTS ON OR BEFORE JANUARY 1, 2018.

Xcel: The company does not agree to this request.

SHN: I recommend the City continue to insist on a stronger commitment from the company on when the LED upgrade project will be completed. I have proposed the following alternative language to the company, which the company does not agree to:

The company agrees to substantially complete an LED upgrade of the City's network of cobra head street lights, at the company's cost, on or before December 31, 2018, provided the company receives approval from the Minnesota Public Utilities Commission (PUC) for the upgrade plan on or before March 31, 2016. If the PUC does not approve the company's plan on or before March 31, 2016, the company agrees to complete the LED street light upgrade project in Edina within 24 months of the PUC's approval of the plan.

The company's counter-proposal was:

The company agrees to substantially complete an LED upgrade of the City's company-owned network of cobra head street lights, at the company's cost. The Company agrees to make every reasonable effort to complete the LED conversion of cobra head street lights on or before December 31, 2018, provided the company receives approval from the Minnesota Public Utilities Commission (PUC) for the upgrade plan on or before March 31, 2016. The company agrees to inform the City of any delays that arise that may result in the LED upgrades taking place beyond December 31, 2018.

4. 3.9.1 COMPANY AGREES THAT THE APPEARANCE OF ITS GROUND AND POLE MOUNTED EQUIPMENT WITHIN CITY PROPERTY, RIGHT-OF-WAY AND EASEMENT SHALL NOT BE ALLOWED TO BECOME VISUALLY DISPLEASING. COMPANY AGREES TO REMEDY VISUALLY DEFECTIVE EQUIPMENT WITHIN 90 DAYS, WEATHER PERMITTING, OF A REQUEST TO REMEDY FROM CITY.

SHN: The company has resisted this request from the start of our discussion. I have offered them the following alternative language:

The company agrees to maintain its ground equipment in well maintained condition. The company agrees to make reasonable efforts to respond to the City's requests to repair and maintain the aesthetic appearance of its ground based equipment. The company agrees to record and log complaints and repair information regarding its ground based equipment, and to provide the information and confer with the City regarding the company's quality and timeliness of the company's response.

Xcel: The company does not agree to this request and has countered with the following:

The company agrees to maintain its ground equipment in well maintained condition. The company agrees to make reasonable efforts to respond to the City's requests to repair and maintain the aesthetic appearance of its ground based equipment.

5. 9.2.1 ENERGY CONSERVATION FEE. COMPANY AGREES TO ASSESS A \$0.50/MONTH CHARGE TO EACH CUSTOMER, REGARDLESS OF CUSTOMER CLASS, AND TO REMIT SUCH AMOUNT TO CITY AT THE SAME TIME AND METHOD AS THE FRANCHISE FEE, FOR THE PURPOSE OF FUNDING CITY'S ENERGY CONSERVATION PROGRAM.

Xcel: The company agrees to this request to increase the franchise by \$0.50/customer/month, but cannot agree, due to PUC regulations, to label the franchise fee increase as an "Energy Conservation Fee" on the customer bill. The company also requests that the same \$0.50/customer/month franchise fee be applied to the customers of CenterPoint Energy.

SHN: I recommend the City accept the company's agreement on this request, including the request to apply the franchise fee increase to CenterPoint Energy customers. If approved by Council, staff will prepare a separate franchise fee ordinance for both utilities for the consideration by the Council at your August 18 meeting.

6. The City proposed the creation of a Memorandum of Understanding (MOU) establishing the Edina Clean Energy Partnership (ECEP). The company proposed an alternative called the Partners In Energy (PIE) program. The City and the company have executed an MOU to create the Edina Partners in Energy program, which negates the need for the proposed ECEP. I recommend the City Council withdraw the request to create the ECEP

Attachment

NOTE: As of press time for the Council Packet, the company and I are still engaged in active discussions about the outstanding issues. I expect to update this memorandum with new information prior to our August 5 Council meeting.

**ORDINANCE NO. 2015-12
CITY OF EDINA, HENNEPIN COUNTY, MINNESOTA**

AN ORDINANCE GRANTING TO NORTHERN STATES POWER COMPANY, A MINNESOTA CORPORATION, D/B/A XCEL ENERGY, ITS SUCCESSORS AND ASSIGNS, PERMISSION TO CONSTRUCT, OPERATE, REPAIR AND MAINTAIN IN THE CITY OF EDINA, MINNESOTA, AN ELECTRIC DISTRIBUTION SYSTEM AND TRANSMISSION LINES, INCLUDING NECESSARY POLES, LINES, FIXTURES AND APPURTENANCES, FOR THE FURNISHING OF ELECTRIC ENERGY TO THE CITY, ITS INHABITANTS, AND OTHERS, AND TO USE THE PUBLIC GROUNDS AND PUBLIC WAYS OF THE CITY FOR SUCH PURPOSES.

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

SECTION 1. DEFINITIONS.

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

- 1.1 **City.** The City of Edina, County of Hennepin, State of Minnesota.
- 1.2 **City Utility System.** Facilities used for providing non-energy related public utility service owned or operated by City or agency thereof, including sewer and water service, but excluding facilities for providing heating, lighting or other forms of energy.
- 1.3 **Commission.** The Minnesota Public Utilities Commission, or any successor agency or agencies, including an agency of the federal government, which preempts all, or part of the authority to regulate electric retail rates now vested in the Minnesota Public Utilities Commission.
- 1.4 **Company.** Northern States Power Company, a Minnesota corporation, d/b/a Xcel Energy, its successors and assigns.
- 1.5 **Electric Facilities.** Electric transmission and distribution towers, poles, lines, guys, anchors, conduits, fixtures, and necessary appurtenances owned or operated by Company for the purpose of providing electric energy for public use.
- 1.6 **Notice.** A written notice served by one party on the other party referencing one or more provisions of this Ordinance. Notice to Company shall be mailed to the General Counsel, 414 Nicollet Mall, 5th Floor, Minneapolis, MN 55401. Notice to the City shall be mailed to the City Administrator, City Hall, 481 West 50th Street, Edina, MN 55424. Either party may change its respective address for the purpose of this Ordinance by written notice to the other party.
- 1.7 **Public Ground.** Land owned by the City for park, open space or similar purpose, which is held for use in common by the public.

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

SECTION 2. ADOPTION OF FRANCHISE.

2.1 **Grant of Franchise.** City hereby grants Company, for a period of 20 years from the date passed and approved by the City, the right to transmit and furnish electric energy for light, heat, power and other purposes for public and private use within and through the limits of the City as its boundaries now exist or as they may be extended in the future. For these purposes, Company may construct, operate, repair and maintain Electric Facilities in, on, over, under and across the Public Grounds and Public Ways of City, subject to the provisions of this Ordinance. Company may do all reasonable things necessary or customary to accomplish these purposes, subject, however, to such reasonable regulations as may be imposed by the City pursuant to ordinance and to the further provisions of this franchise agreement.

2.2 **Effective Date; Written Acceptance.** This franchise agreement shall be in force and effect from and after passage of this Ordinance, its acceptance by Company, and its publication as required by law. The City, by Council resolution, may revoke this franchise agreement if Company does not file a written acceptance with the City within 90 days after publication.

2.3 **Service and Rates.** The service to be provided and the rates to be charged by Company for electric service in City are subject to the jurisdiction of the Commission. The area within the City in which Company may provide electric service is subject to the provisions of Minnesota Statutes, Section 216B.40.

2.4 **Publication Expense.** The expense of publication of this Ordinance will be paid by City and reimbursed to City by Company.

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

SECTION 3. LOCATION, OTHER REGULATIONS.

3.1 **Location of Facilities.** Electric Facilities shall be located, constructed and maintained so as not to interfere with the safety and convenience of ordinary travel along and over Public Ways and so as not to disrupt normal operation of any City Utility System previously installed therein. Electric Facilities shall be located on Public Grounds as determined by the City.

Company's construction, reconstruction, operation, repair, maintenance and location of Electric Facilities shall be subject to permits if required by separate ordinance and to other reasonable regulations of the City to the extent not inconsistent with the terms of this franchise agreement. Company may abandon underground Electric Facilities in place, provided at the City's request, Company will remove abandoned metal or concrete encased conduit interfering with a City improvement project, but only to the extent such conduit is uncovered by excavation as part of the City improvement project.

3.2 Field Locations. Company shall provide field locations for its underground Electric Facilities within City consistent with the requirements of Minnesota Statutes, Chapter 216D.

3.3 Street Openings. Company shall not open or disturb any Public Ground or Public Way for any purpose without first having obtained a permit from the City, if required by a separate ordinance, for which the City may impose a reasonable fee. Permit conditions imposed on Company shall not be more burdensome than those imposed on other utilities for similar facilities or work. Company may, however, open and disturb any Public Ground or Public Way without permission from the City where an emergency exists requiring the immediate repair of Electric Facilities. In such event Company shall notify the City by telephone to the office designated by the City as soon as practicable. Not later than the second working day thereafter, Company shall obtain any required permits and pay any required fees.

3.4 Restoration. After undertaking any work requiring the opening of any Public Ground or Public Way, Company shall restore the same, including paving and its foundation, to as good a condition as formerly existed, and shall maintain any paved surface in good condition for one year thereafter. The work shall be completed as promptly as weather permits, and if Company shall not promptly perform and complete the work, remove all dirt, rubbish, equipment and material, and put the Public Ground or Public Way in the said condition, the City shall have, after demand to Company to cure and the passage of a reasonable period of time following the demand, but not to exceed five days, the right to make the restoration at the expense of Company. Company shall pay to the City the cost of such work done for or performed by the City. This remedy shall be in addition to any other remedy available to the City for noncompliance with this Section 3.4, but the City hereby waives any requirement for Company to post a construction performance bond, certificate of insurance, letter of credit or any other form of security or assurance that may be required, under a separate existing or future ordinance of the City, of a person or entity obtaining the City's permission to install, replace or maintain facilities in a Public Way.

3.5 Avoid Damage to Electric Facilities. Nothing in this Ordinance relieves any person from liability arising out of the failure to exercise reasonable care to avoid damaging Electric Facilities while performing any activity.

3.6 Notice of Improvements. The City must give Company reasonable notice of plans for improvements to Public Grounds or Public Ways where the City has reason to believe that Electric Facilities may affect or be affected by the improvement. The notice must contain: (i) the nature and character of the improvements, (ii) the Public Grounds and Public Ways upon which the improvements are to be made, (iii) the extent of the improvements, (iv) the time when the City will start the work, and (v) if more than one Public Ground or Public Way is involved, the

order in which the work is to proceed. The notice must be given to Company a sufficient length of time in advance of the actual commencement of the work to permit Company to make any necessary additions, alterations or repairs to its Electric Facilities.

3.7 Shared Use of Poles. Company shall make space available on its poles or towers for City fire, water utility, police or other City facilities upon terms and conditions acceptable to Company whenever such use will not interfere with the use of such poles or towers by Company, by another electric utility, by a telephone utility, or by any cable television company or other form of communication company. In addition, the City shall pay for any added cost incurred by Company because of such use by City.

SECTION 4. RELOCATIONS.

4.1 Relocation of Electric Facilities in Public Ways. If the City determines to vacate a Public Way for a City improvement project, or at City's cost to grade, regrade, or change the line of any Public Way, or construct or reconstruct any City Utility System in any Public Way, it may order Company to relocate its Electric Facilities located therein if relocation is reasonably necessary to accomplish the City's proposed public improvement. Except as provided in Section 4.3, Company shall relocate its Electric Facilities at its own expense. The City shall give Company reasonable notice of plans to vacate for a City improvement project, or to grade, regrade, or change the line of any Public Way or to construct or reconstruct any City Utility System. If a relocation is ordered within five years of a prior relocation of the same Electric Facilities, which was made at Company expense, the City shall reimburse Company for non-betterment costs on a time and material basis, provided that if a subsequent relocation is required because of the extension of a City Utility System to a previously unserved area, Company may be required to make the subsequent relocation at its expense. Nothing in this Ordinance requires Company to relocate, remove, replace or reconstruct at its own expense its Electric Facilities where such relocation, removal, replacement or reconstruction is solely for the convenience of the City and is not reasonably necessary for the construction or reconstruction of a Public Way or City Utility System or other City improvement.

4.2 Relocation of Electric Facilities in Public Ground. City may require Company, at Company's expense, to relocate or remove its Electric Facilities from Public Ground upon a finding by City that the Electric Facilities have become or will become a substantial impairment to the existing or proposed public use of the Public Ground.

4.3 Projects with Federal Funding. City shall not order Company to remove or relocate its Electric Facilities when a Public Way is vacated, improved or realigned for a right-of-way project or any other project which is financially subsidized in whole or in part by the Federal Government or any agency thereof, unless the reasonable non-betterment costs of such relocation are first paid to Company. The City is obligated to pay Company only for those portions of its relocation costs for which City has received federal funding specifically allocated for relocation costs in the amount requested by the Company, which allocated funding the City shall specifically request. Relocation, removal or rearrangement of any Company Electric Facilities made necessary because of a federally-aided highway project shall be governed by the provisions of Minnesota Statutes, Section 161.46, as supplemented or amended. It is understood that the rights herein granted to Company are valuable rights.

4.4 No Waiver. The provisions of this franchise apply only to facilities constructed in reliance on a franchise from the City and shall not be construed to waive or modify any rights obtained by Company for installations within a Company right-of-way acquired by easement or prescriptive right before the applicable Public Ground or Public Way was established, or Company's rights under state or county permit.

SECTION 5. TREE TRIMMING.

Company may trim all trees and shrubs in the Public Grounds and Public Ways of City to the extent Company finds necessary to avoid interference with the proper construction, operation, repair and maintenance of any Electric Facilities installed hereunder, provided that Company shall save the City harmless from any liability arising therefrom, and subject to permit or other reasonable regulation by the City.

SECTION 6. INDEMNIFICATION.

6.1 Indemnity of City. Company shall indemnify, keep and hold the City free and harmless from any and all liability on account of injury to persons or damage to property occasioned by the construction, maintenance, repair, inspection, the issuance of permits, or the operation of the Electric Facilities located in the Public Grounds and Public Ways. The City shall not be indemnified for losses or claims occasioned through its own negligence except for losses or claims arising out of or alleging the City's negligence as to the issuance of permits for, or inspection of, Company's plans or work. The City shall not be indemnified if the injury or damage results from the performance in a proper manner, of acts reasonably deemed hazardous by Company, and such performance is nevertheless ordered or directed by City after notice of Company's determination.

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

SECTION 7. VACATION OF PUBLIC WAYS.

The City shall give Company at least two weeks prior written notice of a proposed vacation of a Public Way. Except where required for a City improvement project, the vacation of any Public Way, after the installation of Electric Facilities, shall not operate to deprive Company of its rights to operate and maintain such Electric Facilities, until the reasonable cost of relocating the same and the loss and expense resulting from such relocation are first paid to Company. In no case, however, shall City be liable to Company for failure to specifically preserve a right-of-way under Minnesota Statutes, Section 160.29.

SECTION 8. CHANGE IN FORM OF GOVERNMENT.

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

SECTION 9. FRANCHISE FEE.

9.1 **Fee Schedule.** During the term of the franchise hereby granted, and in lieu of any permit or other fees being imposed on Company, the City may impose on Company a franchise fee set forth in a separate ordinance from each customer in the designated Company Customer Class.

9.2 **Separate Ordinance.** The franchise fee shall be imposed by a separate ordinance duly adopted by the City Council, which ordinance shall not be adopted until at least 90 days after written notice enclosing such proposed ordinance has been served upon Company by certified mail. The fee shall not become effective until the beginning of a Company billing month at least 90 days after written notice enclosing such adopted ordinance has been served upon Company by certified mail. Section 2.5 shall constitute the sole remedy for solving disputes between Company and the City in regard to the interpretation of, or enforcement of, the separate ordinance. No action by the City to implement a separate ordinance will commence until this Ordinance is effective. A separate ordinance which imposes a lesser franchise fee on the residential class of customers than the maximum amount set forth in Section 9.1 above shall not be effective against Company unless the fee imposed on each other customer classification is reduced proportionately in the same or greater amount per class as the reduction represented by the lesser fee on the residential class.

9.3 **Terms Defined.** For the purpose of this Section 9, the following definitions apply:

9.3.1 "Customer Class" shall refer to the classes listed on the Fee Schedule and as defined or determined in Company's electric tariffs on file with the Commission.

9.3.2 "Fee Schedule" refers to the schedule in Section 9.1 setting forth the various customer classes from which a franchise fee would be collected if a separate ordinance were implemented immediately after the effective date of this franchise agreement. The Fee Schedule in the separate ordinance may include new Customer Class added by Company to its electric tariffs after the effective date of this franchise agreement.

9.4 **Collection of the Fee.** The franchise fee shall be payable quarterly and shall be based on the amount collected by Company during complete billing months during the period for which payment is to be made by imposing a surcharge equal to the designated franchise fee for the applicable customer classification in all customer billings for electric service in each class. The payment shall be due the last business day of the month following the period for which the

payment is made. The franchise fee may be changed by ordinance from time to time; however, each change shall meet the same notice requirements and not occur more often than annually and no change shall require a collection from any customer for electric service in excess of the amounts specifically permitted by this Section 9. The time and manner of collecting the franchise fee is subject to the approval of the Commission. No franchise fee shall be payable by Company if Company is legally unable to first collect an amount equal to the franchise fee from its customers in each applicable class of customers by imposing a surcharge in Company's applicable rates for electric service. Company may pay the City the fee based upon the surcharge billed subject to subsequent reductions to account for uncollectibles, refunds and correction of erroneous billings. Company agrees to make its records available for inspection by the City at reasonable times provided that the City and its designated representative agree in writing not to disclose any information which would indicate the amount paid by any identifiable customer or customers or any other information regarding identified customers.

9.5 Equivalent Fee Requirement. The separate ordinance imposing the fee shall not be effective against Company unless it lawfully imposes and the City monthly or more often collects a fee or tax of the same or greater equivalent amount on the receipts from sales of energy within the City by any other energy supplier, provided that, as to such a supplier, the City has the authority to require a franchise fee or to impose a tax. The "same or greater equivalent amount" shall be measured, if practicable, by comparing amounts collected as a franchise fee from each similar customer, or by comparing, as to similar customers the percentage of the annual bill represented by the amount collected for franchise fee purposes. The franchise fee or tax shall be applicable to energy sales for any energy use related to heating, cooling or lighting, or to run machinery and appliances, but shall not apply to energy sales for the purpose of providing fuel for vehicles. If the Company specifically consents in writing to a franchise or separate ordinance collecting or failing to collect a fee from another energy supplier in contravention of this Section 9.5, the foregoing conditions will be waived to the extent of such written consent.

SECTION 10. PROVISIONS OF ORDINANCE.

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

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

SECTION 11. AMENDMENT PROCEDURE.

Either party to this franchise agreement may at any time propose that the agreement be amended to address a subject of concern and the other party will consider whether it agrees that

the amendment is mutually appropriate. If an amendment is agreed upon, this Ordinance may be amended at any time by the City passing a subsequent ordinance declaring the provisions of the amendment, which amendatory ordinance shall become effective upon the filing of Company's written consent thereto with the City Clerk within 90 days after the date of final passage by the City of the amendatory ordinance.

SECTION 12. PREVIOUS FRANCHISES SUPERSEDED.

This franchise supersedes any previous electric franchise granted to Company or its predecessor.

First Reading:

Second Reading:

Published:

Attest

Debra A. Mangen, City Clerk

James B. Hovland, Mayor

Please publish in the Edina Sun Current on

Send two affidavits of publication

Bill to Edina City Clerk

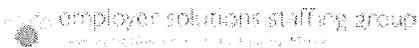
Heather Branigin

From: Ross Plaetzer <ross@employersolutionsgroup.com>
Sent: Monday, August 03, 2015 12:30 PM
To: 'jhovland@krausehovland.com'; 'mail@EdinaMN.gov'; 'kstaunton@EdinaMN.gov'; 'rstewart@EdinaMN.gov'; 'mbrindle@comcast.net'; 'swensonann1@gmail.com'
Cc: Cary Teague; Scott H. Neal; Ross Bintner
Subject: Request for Delay in Consideration of Xcel Franchise Agreement
Attachments: grimes 1.jpg; curve 2.jpg; curve 1.jpg

The previous email had too many photos and was rejected by some recipients' email systems.

Thanks. Ross

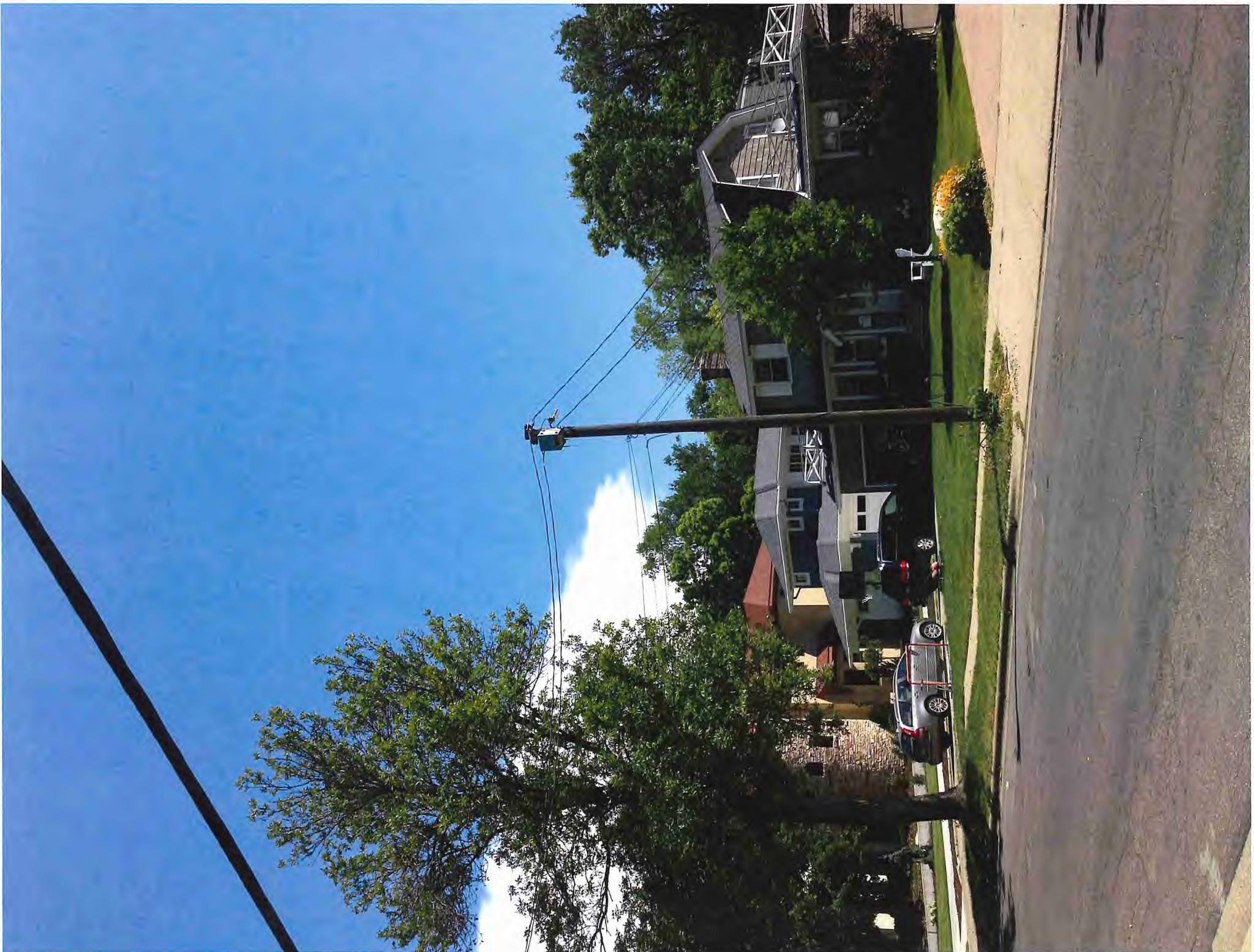
ROSS PLAETZER | CLIENT SERVICES DIRECTOR
EMPLOYER SOLUTIONS GROUP | EDINA, MN
T: 952.767.8060 | CELL: 612.991.8896 | Main: 952.835.1288



From: Ross Plaetzer
Sent: Monday, August 03, 2015 11:52 AM
To: 'jhovland@krausehovland.com'; 'mail@EdinaMN.gov'; 'kstaunton@EdinaMN.gov'; 'rstewart@EdinaMN.gov'; 'mbrindle@comcast.net'; 'swensonann1@gmail.com'
Cc: 'Cary Teague'; 'Scott H. Neal'; 'RBintner@EdinaMN.gov'
Subject: Request for Delay in Consideration of Xcel Franchise Agreement

Here are some photos of Street-side utilities in the NE Edina area.

ROSS PLAETZER | CELL: 612.991.8896







From: Jerry O'Brien [<mailto:e.g.obrien@egoholdings.com>]

Sent: Monday, August 03, 2015 12:00 PM

To: James Hovland

Cc: llo6100@yahoo.com

Subject: fyi, church construction

Hi Jim,

Just dropping you a personal note (so you can quote us if necessary) to let you know that Lisa and I support ECLC's variance requests (coming up on Wednesday).

As you know, we aren't members of their church, but we want to give them whatever support they need to be able to thrive in their current location.

They have always been great neighbors and try really hard to accommodate everybody's perspective or concerns.

Best,

Jerry & Lisa

Heather Branigin

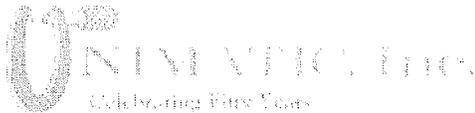
From: Mary Kusters <mkusters@unimaticinc.com>
Sent: Monday, August 03, 2015 3:58 PM
To: Edina Mail
Cc: Kevin Staunton; Robert Stewart; Mary Brindle
Subject: Edina City Council -Dave & Buster's sign on wall of Southdale

Good Afternoon-

Could you verify that the sign that is painted on our beloved Southdale meets the Size restrictions for a billboard in Edina. The Dave & Buster's painted sign- It would be a very sad day in Edina –the Southdale Area if all the buildings were allowed To paint from ground to ceiling their advertisement—which this is –much more then Just a sign on a building---this is a billboard across the entire wall of a building- Next thing we will have is flashing lights- If we allow Dave & Buster's to do this—what is to keep Macy's and all the others From getting their paint cans out- the entire Southdale area would be covered in paint Just to advertise their locations- Please control these obnoxious signs from bleeding into our community- There must be a zoning law controlling the size of these advertisements. Which they are- Advertisements. Please enforce it- Thank you

--

Mary (Donnelly) Kusters -- Edina resident of 55 years-



Heather Branigin

From: Eugene Persha <epersha@aol.com>
Sent: Monday, August 03, 2015 4:21 PM
To: Edina Mail
Subject: City Council Members

Edina City Council Members:

As time moves on, the more I get concerned about what is happening at Grandview. We are once again in our intermittent blackout phase of communications with Bill Neuendorf. I think since the last two major Grandview study/formulation groups(Grandview I and Grandview II), there has not been any real solid renderings of what is actually shaping on Grandview. If you just think about it for a bit, after all this time, we have yet to see a real architectural depiction of the "real"

Grandview I presume the schematic drawings(master plan) will suddenly just drop out of the sky. This will be the great compilation, supposedly, of what was heard, given, or inputed somehow. What is wrong with this whole thing? It basically is done behind closed doors, and done entirely with Franshuh and friends along with the Economic Development Director. I find this an utterly narrow and skewed design framework since there is no input from any of the Grandview I or II groups for consultation or reaction. And there is even more so, no communication or interaction with these groups. This is hardly inclusive. It is very apparent Mr. Neuendorf is only interested in reaction with Council members. That is only the feedback he wants. The outlying public is not in the picture.

This whole process, and the recent checking off with certain people, did not make this a reflective process of what has taken place, nor is it representative of our interested citizens. I have asked for at the outset, that we need at least three different architectural renderings of building configurations. We will not get it. We will get the "one" that will be dropped from above as a take it or leave it. This will be after five plus years! There has been resistance from the very beginning to have a few of our citizens sit at the design table for input from the community. There was really very, very little interaction of initiating feedback through verbal one on one interaction with our community members. Would anyone dare to ask people individually, "What do you think?" Now, we have to trust people on faith that this is the best. It can hardly be the case since the shades have been pulled down so long on this hidden process.

And Member Staunton, you of all people who have been part of this process(Grandview I) just sit and see no role for our former committee members to play, if only for deference to those who committed so much time and effort to this whole process? I have not seen such a nebulous process like this where a developer really supplants the people and really has not caught the spirit of this whole thing. Does anyone really care about our views? Really, do we any input on the finished design? The process is so insular, secret, and unengaging! If people complain, as they likely will, they have every right to question the process which is most likely worse than the positioned buildings for the site.

We need some hope out here!

Gene Persha

Heather Branigin

From: LAURA HOPE MELTON <hopemelton@hotmail.com>
Sent: Tuesday, August 04, 2015 9:31 AM
To: James Hovland
Subject: Simple Message

Dear Mayor Holland

I just wanted to say that it was good to see you last night, and thanks for that great smile of yours!

In spite of our occasional differences of opinion, I think you are providing excellent leadership as mayor. I'm also, on the whole, proud and pleased with the work of our City Council. I feel so fortunate to be living in this great city.

Finally, I hope you run again--although I know it's not an easy job. You do it with intelligence, integrity, and grace.

Sincerely,
Hope

Heather Branigin

From: Carol Retherford <carolreth@gmail.com>
Sent: Tuesday, August 04, 2015 10:46 AM
To: James Hovland; Mary Brindle; Kevin Staunton; Robert Stewart; swensonann1@gmail.com; Ross Bintner; Jessica Van Der Werff
Subject: Re: Southwest Ponds in Edina

Do you know what is causing the terrible smell? We cant sit on our deck because our eyes get very irritated. Is there a possibility of mold spores or anything that would be harmful to children playing in the yards.

On Sun, Jul 26, 2015 at 1:50 PM, Carol Retherford <carolreth@gmail.com> wrote:
City Council, Environmental Engineering Department, and Water Resources,

My name is John Retherford and my wife, Carol, and I have resided at 7606 Delaney Boulevard for over twenty five years. When we first moved into our house the ponds behind us were clean, abundant with wildlife, and used by neighbors with canoes and paddleboats. Today those ponds are a moat of green sludge, barren of wildlife, and, at times, with an odor so foul that it is unpleasant to be outside. I have a concern that the ponds may be unhealthy as well. We actually sprayed Lysol on our porch last night to try to combat the smell but were forced inside.

Several years ago the residents adjacent to the ponds formed a coalition to meet with Edina's City Council to determine if anything could be done to improve the pond quality. We were informed that the city of Edina couldn't implement a pond improvement program since the ponds drain into Nine Mile Creek.

I am aware that the City implemented a Lake and Pond Management Policy in 2014. It is also my understanding that a recent hire by the City has expertise in improving the quality of ponds. Before I start the process of forming a lake association or lake group, I would like to know if the City of Edina has jurisdiction over the ponds in question.

My wife and I would welcome the council to have snacks and beverages out on our porch so you can experience this problem first hand.

Thank you for your time and consideration,

John Retherford

Heather Branigin

From: Jean Colwell <jeancolwell13@gmail.com>
Sent: Tuesday, August 04, 2015 3:54 PM
To: Mary Brindle; James Hovland; Kevin Staunton; Robert Stewart
Subject: ECLC expansion

City Council,

My name is Jean Colwell and I live at 5401 Oaklawn Ave South. I am writing to you about the expansion of The Edina Community Lutheran Church. I ask that you not rubber stamp the recommendation that will be presented to you at tomorrow evenings City Council meeting. There are many aspects of this expansion that I am opposed to such as the removal of old growth trees along the creek. My greatest opposition though has to do with the tear down of the former parsonage to make a parking lot. This parking lot is going to greatly impact the property values of the homes directly around it and cause traffic congestion on 54th street.

Please be considerate of the Edina Citizens you represent!

Jean Colwell

Heather Branigin

From: Gubrud Robert <regubrud1@aim.com>
Sent: Tuesday, August 04, 2015 10:51 PM
To: James Hovland
Subject: EEC Community Solar Gardent Advisory

Mayor Hovland

Reason for this email is to encourage you, the City Council, and City manager Scott Neal to approve the Energy and Environment Commission's Advisory for the installation of solar panels on the City maintenance building. Purpose is to provide Edina residents with the opportunity to participate in utilizing solar energy. This would also demonstrate that Edina is a leader in the Metro area in hosting a Community Solar Garden project.

As a resident of Edina for 45 years, we have been impressed by our City Council and Staff as visionaries. This has often meant departing from business as usual to venture into uncharted but progressive territory. The Community Solar Garden Project is another opportunity.

My intention as an Edina resident has been to participate and support Minnesota's Renewal Energy Standard. We therefore signed on to Wind Source. Given our interest in renewable energy, we had an assessment of our roof for a solar panel installation. Unfortunately, our solar exposure is unsatisfactory, so we were unable to install solar panels. However, the contractor suggested we investigate Community Solar.

My understanding is the EEC is requesting the City Council to play a leadership role in approving the Advisory for a Community Solar Garden Project for Edina residents. This would allow City staff to prepare an RFP which would provide an indication of the viability of implementing the Solar Garden Project on the City's terms and would not commit the City to take action. It would offer the City the opportunity to thoroughly examine the options and implications before making a decision to proceed.

Thanks for your consideration, great spirit and dedication to the vitality of our Edina community.

Bob Gubrud
4421 Ellsworth Drive
Edina, MN 55435



505 Nicollet Mall
PO Box 59038
Minneapolis, MN 55459-0038

August 3, 2015

Dear Community Leader:

I am writing to inform you that on August 3, 2015, CenterPoint Energy filed with the Minnesota Public Utilities Commission to change its rates for utility distribution service.

A rate filing is the regulatory process that public utilities must follow to formally change rates and services for their customers. This filing will affect the rates paid by all of CenterPoint Energy's more than 824,000 customers. The process for changing our rates will take about one year, with interim (temporary) rates implemented on October 2, 2015, and final rates implemented in 2016.

For your information, enclosed is a news release covering some of the basic information about our filing. Please contact me if you have any questions or would like additional information about the filing. Information is available at our website at CenterPointEnergy.com/RateCase.

Sincerely,

A handwritten signature in cursive script that reads "Christe Singleton".

Christe Singleton
District Director
612-861-8686

Enc.



For more information contact
Becca Virden
Phone 612.321.4879
Pager 612.538.1234

For Immediate Release

Page 1 of 2

CenterPoint Energy files to change natural gas distribution rates for customers in Minnesota

Capital investments for system safety and reliability are primary drivers for proposed rate change

MINNEAPOLIS –August 3, 2015- CenterPoint Energy today filed an application with the Minnesota Public Utilities Commission (MPUC) to change the company's natural gas distribution rates. If approved, the new rates would generate approximately \$54 million or 6 percent in additional revenue on an annual basis. The effect on individual monthly bills will vary depending on natural gas use. If approved, the net impact of the new rates will increase the average residential customer's bill by about \$5 per month.

"Our significant investments, such as our ongoing pipeline replacement programs, maintain the safety and reliability of our natural gas system and benefit our customers and communities," said Joe Vortherms, division vice president of CenterPoint Energy's regional gas operations. "These capital investments, which are the primary reasons for this proposed increase, help ensure that we have a modernized, technologically advanced natural gas system that will continue to meet the needs of customers now and in the future."

This filing seeks approval to change the distribution charge on a customer's natural gas bill, which makes up about 40 to 50 percent of the total bill and covers the cost of distributing natural gas. The filing does not apply to the cost of natural gas, which is the wholesale price the company pays for natural gas, and makes up about 50 to 60 percent of the bill. The wholesale price of natural gas changes monthly depending on market prices and is passed on directly to customers with no mark-up.

The proposed change affects two components that make up the distribution charge portion of a customer's bill:

- First, CenterPoint Energy is proposing to increase the monthly Basic Charge for residential customers from \$9.50 to \$11.50 a month.
- Second, the company is proposing to increase the Delivery Charge from the current \$0.18977 per therm (which includes the \$0.00519 per therm for the Gas Affordability Service Program) to \$0.22405 per therm.

The principal reasons CenterPoint Energy is proposing to change base rates are to:

- Recover the company's significant capital expenditures in its Minnesota service area. In accordance with natural gas pipeline safety and integrity regulations, these capital expenditures are necessary to maintain a safe and reliable system, to respond to significant public improvement requirements on the system and to modernize the system with technology improvements.

-more-



For more information contact
Becca Virden
Phone 612.321.4879
Pager 612.538.1234

For Immediate Release

Page 2 of 2

-
- Establish rates for all customers groups that better reflect the actual costs of providing service to those customers.
 - Achieve an overall revenue recovery level that meets the company's financial objectives.

The MPUC is generally allowed 10 months to issue a final decision on general rate filings, however, if the MPUC approves, interim (temporary) rates are expected to take effect on Oct. 2, 2015, and will be in place until a final decision is made. If the final rates are lower than interim rates, CenterPoint Energy will refund customers the difference including interest. If final rates are higher than interim rates, customers will receive no additional charges for natural gas used while interim rates were in effect.

Customers with questions about the proposed change to natural gas distribution rates can call CenterPoint Energy at 612-372-4727 or toll-free 800-245-2377, or visit the company's website at CenterPointEnergy.com/RateCase.

Additionally, public hearings will be held to provide customers and other interested parties the opportunity to comment on the rate request, followed by formal hearings at the MPUC.

CenterPoint Energy, Inc., headquartered in Houston, Texas, is a domestic energy delivery company that includes electric transmission & distribution, natural gas distribution and energy services operations. The company serves more than five million metered customers primarily in Arkansas, Louisiana, Minnesota, Mississippi, Oklahoma, and Texas. The company also owns a 55.4 percent limited partner interest in Enable Midstream Partners, a publicly traded master limited partnership it jointly controls with OGE Energy Corp., which owns, operates and develops natural gas and crude oil infrastructure assets. With more than 7,400 employees, CenterPoint Energy and its predecessor companies have been in business for more than 140 years. For more information, visit the website at CenterPointEnergy.com.

This news release includes forward-looking statements within the meaning of the Private Securities Litigation Reform Act of 1995. These forward-looking statements are based upon assumptions of management which are believed to be reasonable at the time made and are subject to significant risks and uncertainties. Actual events and results may differ materially from those expressed or implied by these forward-looking statements. Any statements in this news release regarding future events, such as future regulatory actions on the MPUC application, and any other statements that are not historical facts are forward-looking statements. Each forward-looking statement contained in this news release speaks only as of the date of this release.

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Heather Branigin

From: Kris Ross <kehe.ross@gmail.com>
Sent: Wednesday, August 05, 2015 10:17 AM
To: Edina Mail
Subject: ECLC Expansion Concerns - Ross Residence
Attachments: ECLC Expansion Concerns - City Council - Ross Residence.pdf

Attached please find a list of our concerns as they relate to the ECLC Expansion Project.

Please distribute this document to all council members so that it gets included in their packets for tonight.

Thank-you,

Edward and Kristin Ross
4015 W. 54th St

Dear City Council Members,

We are writing to reiterate our concerns about the current proposal to replace the single family home next to us with a surface parking lot and a new driveway (which will become the main entrance for the church).

The parking lot capacity is being increased by only 1 space to accommodate ECLC's new sanctuary.

If the parking lot addition is approved, we will now have to live with church parking in front of our home and along the side of our property.

We will be bearing all of the negative impacts of this expansion yet we are barely a footnote in the application and staff report for the Conditional Use Permit.

The requirements for a conditional use permit, as outlined on the application, contain strong language stating that:

A permit shall not be issued unless the use:

- *Will promote and enhance the general public welfare and will not be detrimental to or endanger the public health, safety, morals and general welfare;*
- *Will not cause undue traffic hazards, congestion, or parking shortages;*
- *Will not be injurious to the use and enjoyment, or decrease the value, of other property in the vicinity, and will not be a nuisance;*
- *Will not impede the normal and orderly development and improvement of other property in the vicinity*
- *Will not create an excessive burden on parks, streets and other public facilities.*
- *Conforms to the applicable restrictions and special conditions of the district in which it is located as imposed by the ordinance*
- *Is consistent with the comprehensive plan*

In particular:

- What due diligence was performed by ECLC or the city in determining that there would be no negative impact to our property value and the enjoyment of our property?
- Is our case not the very reason for the strong language in the CUP application?
- What is the purpose of the CUP for the City of Edina?

PROPERTY VALUE:

Our house is our biggest financial investment and we are very concerned about the negative impact to our property value.

We've spoken with top real estate professionals and appraisers in this area and all have stated that our property values will be negatively impacted when the single family home next to us becomes a parking lot.

Our property rights should not take a backseat to the church's desire to expand. We expect a process that is unbiased and a process that will ensure that our property values will be protected based on the requirements outlined in the Application for a Conditional Use Permit.

NOISE

Nearly all of our primary living spaces are oriented to the back of the house which has a private and wooded backyard. The ability to enjoy our quiet and peaceful setting is a paramount aspect of the home site.

Our second floor windows in the back of the house have direct views of the proposed parking area.

The parking lot will run almost the entire length of our property, from the front of our house to beyond our back yard.

We will be subjected to all of the **nuisance noises** of a nearby parking lot:

- car doors opening and closing,
- car locks beeping,
- cars entering and exiting the parking,
- engines starting,
- car alarms going off inadvertently,
- conversations in the parking lot
- Snow plows – we’ve been woken up out of a dead sleep by the flashing lights, beeping and shovels of the snow plows as they’re clearing the church parking lot. With the parking lot next to us, the noise will be intolerable. The church has asked their vendors not to come in the middle of the night but the vendors don’t always comply.

The proposed landscaping will provide very limited noise mitigation and especially at the distance between our property and the proposed parking lot. The church’s landscape architect also mentioned at the planning commission hearing that the landscaping provides only a little bit of noise mitigation.

Church Gatherings – At the neighborhood meeting, church representatives confirmed that their intent was to use the new parking lot for church gatherings. We are very worried about the noise and loss of privacy that will result when the land next to us becomes both a parking lot and a gathering location for the congregation and other groups. We feel that outdoor church functions can be accommodated on the west side of the property, away from nearby homeowners.

CHURCH GROWTH

Although the proposed new sanctuary capacity is 210 seats, as it is today, the church will continue to expand.

We worry about the increased activity in a parking lot next to us and our loss of privacy and a quiet setting.

The new ECLC pastor spoke at the planning commission hearing:

“We already host many groups that utilize our space. With the improvements, we will be able to welcome even more people in”

Below are statements from ECLC President Luke Breen that were submitted to the City of Edina on Nov 19, 2013 in response to the proposed 54th Street reconstruction project proposal. These statements highlight that the church site is active beyond Sundays.

“The notion of Christian worship only occurring on Sundays is incorrect. While the majority of on-street parking at ECLC is needed on Sundays, we also worship on Wednesdays during both Lent and Advent, on multiple days and times throughout Holy Week, and on Christmas Eve, Christmas Day, Thanksgiving Eve, and other special occasions. Funerals and weddings may be scheduled on any day of the week. As with most faith communities, we also have scripture studies and meetings during the week. We also have a variety of community users of our building — Edina Lions, Toastmasters, Edina Coalition for Grief Support, AA and others — and are once again a City polling place”.

SCREENING

Our second floor windows (in the back of the house) have a direct view of the proposed parking area. The Arborvitae will be planted at a height of 8 feet. Their growth rate is moderate and it will take 6-10 years before they reach a height that adequately screens us for privacy.

NEW MAIN CHURCH DRIVEWAY:

Additional traffic inflow and outflow will shift from the current driveway located away from family residences to the church’s new main driveway entrance located within close proximity to our driveway and across the street from another family home.

With the proposal to locate the new main church driveway close to our driveway (and closer to the intersection), we are very concerned about our ability to easily (and safely) enter and exit our driveway during church events.

ON STREET PARKING

The last parking study was conducted in 2012, however, a new parking study was not submitted for this application.

The results of the 2012 study no longer correlate to the current configuration of the streets.

The study concluded that church parking could be accommodated on both sides of Halifax Ave.

Halifax Ave, however, is currently being narrowed from 36 ft. to 24 ft. and parking will now be restricted to one side of the street.

In addition, parking spaces will be lost in front of the new church parking lot to accommodate the new driveway/main entrance.

Where is parking going to spill over in the future?

A new parking study needs to be performed.

SHARED PARKING

The Edina Comprehensive Plan sets forth a goal to "Evaluate current parking standards in order to encourage shared parking and minimize the visual impact of surface parking".

In the spirit of this goal, the possibility of acquiring parking space at the nearby Calvary Christian Church should be explored as an alternative to constructing a surface parking lot so close to private residences. Calvary Christian Church has an expansive, under-utilized parking lot. In addition, they have only one service on Sunday. This parking lot is just a few hundred feet from the ECLC property and would be accessible via the new sidewalk on the north side of 54th St.

MISSING DETAILS IN SUBMITTED PLANS

The CUP application states that site plans must be submitted with dimensions, however, there are almost no measurements shown.

The depiction of our home ("Existing Building") is inaccurate and does not show all of our living space such as the large screen porch and deck off of the back of the house. This is living space that is very close to the parsonage lot and space that will also be affected by noise from the new parking lot.

Measurements showing key setbacks are missing - distance from our lot line to the parking stalls, front set back from the street to the parking stalls, width of driveway, distance between the church's new driveway and our driveway, length of the parking lot etc...

There are no views showing what our house will look like from the front (situated next to the new parking lot).

There are views from every corner of the property EXCEPT the southeast corner closest to us where a majority of the trees are coming down.

The church representative and Mr. Teague stated in the planning commission hearing that there would be no changes to the slope of the woodlands behind the property. The plans, however, show the parking lot extending beyond the ridgeline of the slope.

We are unclear what is happening back there and we are concerned about our slope and trees near the impact zone.

We should not have to absorb the negative impacts detailed above in order for the church to build a new sanctuary.

The language in the application for a conditional use permit is clear on this matter.

Other parking alternatives should be explored.

Thank-you for reviewing our list of concerns.

Sincerely,

Kristin and Edward Ross