

FILE

City of Lake Elmo
3800 Laverne Avenue North

January 20, 2009

7:00 p.m.

- A. CALL TO ORDER
- B. PLEDGE OF ALLEGIANCE:
- C. ATTENDANCE: ___ Johnston ___ DeLapp ___ Emmons ___ Park ___ Smith
- D. APPROVAL OF AGENDA: (The approved agenda is the order in which the City Council will do its business.)
- E. ORDER OF BUSINESS: (This is the way that the City Council runs its meetings so everyone attending the meeting or watching the meeting understands how the City Council does its public business.)
- F. GROUND RULES: (These are the rules of behavior that the City Council adopted for doing its public business.)
- G. APPROVE MINUTES:
 1. January 6, 2009
- H. PUBLIC COMMENTS/INQUIRIES: In order to be sure that anyone wishing to speak to the City Council is treated the same way, meeting attendees wishing to address the City Council on any items NOT on the regular agenda may speak for up to three minutes.

Annual Firefighters Relief Association Raffle Drawing – Capt. Brad Winkels
- I. CONSENT AGENDA: (Items are placed on the consent agenda by city staff and the Mayor because they are not anticipated to generate discussion. Items may be removed at City Council's request.)
 2. Approve payment of disbursements and payroll
 3. Adopt 2009 fee schedule
 4. Consider authorization to apply for the MnDOT Community Roadside Landscaping Partnership Program, Resolution no. 2009-002
 5. Approve contract with Washington County for 800 MHz
 6. Request support of the 34th Red Bull Infantry Division & Stillwater based 34th Military Police Company on its deployment to Iraq; Resolution no. 2009-004

J. REGULAR AGENDA:

7. Variance and lot line adjustment for 8186 and 8190 Hill Trail N.; Resolution no. 2009-003
8. Review work plan for wireless telecommunications tower ordinance update
9. ~~Review financing options for Street Capital Improvement Program (CIP) and authorization to proceed on the 2009 street improvements feasibility report~~
10. Proposal by Urban Land Institute for City's Participation in Community Research Project

K. REPORTS AND ANNOUNCEMENTS:

Mayor and City Council
Administrator

L. UPCOMING DATES OF NOTE:

- January 27th workshop; 5:30 p.m. – Interview candidates for Planning Commission; 7:00 p.m. Telecommunications tower discussion, if needed

M.. Adjourn

City of Lake Elmo
City Council Minutes

January 6, 2009

Mayor Johnston called the meeting to order at 7:00 p.m.

Present: Mayor Johnston and Council Members DeLapp, Johnson, Park and Smith

Also present: Planning Director Klatt, City Attorney Filla, City Engineer Griffin,
Finance Director Bouthilet, City Administrator Dawson and City Clerk Lumby

APPROVED MINUTES:

The December 9, 2009 City Council minutes were approved by consensus.

OATH OF OFFICE FOR NEWLY ELECTED MEMBERS OF COUNCIL:

The City Clerk administered the Oath of Office to the newly-elected members of Council,
Mayor Johnston, Council Members Brett Emmons and Anne Smith

Adjourned at 7:10 p.m.

DRAFT

City of Lake Elmo
City Council Minutes

January 6, 2009

Mayor Johnston called the meeting to order at 7:15 p.m.

Present: Mayor Johnston and Council Members DeLapp, Emmons, Park and Smith

Also present: Planning Director Klatt, City Attorney Filla, City Engineer Griffin, Finance Director Bouthilet, City Administrator Dawson and City Clerk Lumby

APPROVAL OF AGENDA:

MOTION: Council Member DeLapp moved to approve the January 6, 2009 City Council agenda. Council Member Smith second the motion. The motion passed unanimously.

ORDER OF BUSINESS:

GROUND RULES:

APPROVED MINUTES: None

PUBLIC COMMENTS\INQUIRIES:

Recognition of outgoing Council Member

The City Council presented a certificate to outgoing Council Member Liz Johnson thanking her for dedicated service to the city.

CONSENT AGENDA:

- Approve payment of disbursements in the amount of \$273,902.14
- Announce April 29, 2009, between hours of 5 and 7 p.m., for 2009 Board of Appeal and Equalization Meeting
- Authorize hiring Kevin Kuperschmidt as a temporary seasonal public works employee for the skating rink at pay rate of \$9.25/Hour
- Approve the Liability coverage-waiver form stating the City does not waive the monetary limits on municipal tort liability
- Authorize signature for payments of funds from the Lake Elmo Bank; Resolution no. 2009-001
- Adopt 2009 calendar of City Council meetings and workshops
- Approve issuance of RFQ for Income Determination Consultant to utilize CDBG for gas line replacement project in Cimarron

REGULAR AGENDA:

Organizational Meeting:
Election of Acting Mayor

The City Council was asked to select an Acting Mayor on the City's behalf if Mayor Johnston is unable to attend a meeting, sign an agreement or attend functions on behalf of the City.

Council Member Park nominated Council Member Smith for the Acting Mayor position and Mayor Johnston second that motion.

Council Member DeLapp nominated himself for the position and received a second from Council member Emmons but later withdrew his nomination.

Mayor Johnston closed the nominations.

MOTION: Council Member Park moved to approve Council Member Smith as Acting Mayor for 2009. Mayor Johnston second the motion. The motion passed unanimously.

Designate an official newspaper

The City Council was asked to designate an official newspaper. Five newspapers were potential candidates for this: the Lake Elmo Leader, the Stillwater Gazette, the Oakdale Lake Elmo Review, the St. Croix Valley Press and the St. Paul Pioneer Press. The Lake Elmo Leader has been the official designated paper for the last six years.

Council member Smith recommended the Lake Elmo Leader which has specific focus on City events, more community news and has more paying subscribers.

Council Member DeLapp recommended the Oakdale Lake Elmo Review because it charges less for legal notices and reaches more Lake Elmo residents according to the unpaid circulation figures.

MOTION: Council Member DeLapp moved to designate the Oakdale Lake Elmo Review as the official newspaper and designate the St. Paul Pioneer Press as a back up on an as needed basis. Council Member Emmons second the motion. The motion passed 3-2: Smith, Park voting against.

Appointment of Depositories for 2009

The City Council was asked to designate official depositories for 2009. Staff recommended the Lake Elmo Bank, Wachovia Securities, Smith Barney Citigroup and Northland Securities.

MOTION: Council Member DeLapp moved to designate Lake Elmo Bank, Wachovia Securities, Smith Barney Citigroup and Northland Securities for the 2009 Depositories. Council Member Park second the motion. The motion passed unanimously.

Appointment of City Engineer

The City Council was asked to appoint city engineer, Jack Griffin of TKDA, to provide professional engineering advice.

MOTION: Council Member DeLapp moved to appoint Jack Griffin of TKDA as the City engineer. Council Member Park second the motion. The motion passed unanimously.

Appointment of City Attorney

The City Council considered appointment of city attorney (civil and criminal) Jerry Filla of Peterson, Fram and Bergman to serve the City with professional legal advice.

City Attorney Jerry Filla had written a letter to the Council, dated December 31, 2008, indicating that he believed that he no longer had the full support of the Council, and would be willing to continue to represent the City in civil matters until a replacement is appointed. Filla would like to continue as the City's prosecuting attorney.

Mayor Johnston recommended Peterson, Fram and Bergman as the City's attorney for criminal prosecution, but that the City seek a different firm to represent the City's civil work. He related several areas of concern regarding the way matters had not been addressed to his expectations. He said he would prefer to work with an attorney who would take a more proactive and comprehensive approach when it came to a hostile working environment in City hall.

MOTION: Council Member DeLapp moved to appoint Jerry Filla of Peterson, Fram and Bergman as the criminal city attorney and as the civil attorney for 90 days and direct staff to submit an RFP for a civil city attorney. Council Member Park second the motion. The motion passed 4-0: Emmons abstained from voting on the motion.

Consider adoption of a moratorium on the construction or alteration of new or existing wireless telecommunication towers.

Planning Director Kyle Klatt reported the City Council was being asked to consider adoption of a moratorium that would prohibit the construction or alteration of new or existing wireless telecommunication towers for a period of 12 months. The moratorium would not apply to the present T-Mobile application for 9057 Lake Jane Road since the City can not legally apply the moratorium retroactively for the existing land use request.

The intent of the proposed moratorium is to provide the City with time to address changes in the telecommunications industry that may have an effect on the viable locations for new towers within the community.

Council member DeLapp asked for specific tasks completed by specific times.

Jim Blackford, 9765 45th Street, asked why the City couldn't turn down the T-Mobile request and then spend the moratorium time reviewing the ordinance making the requirements more acceptable to residents.

Mayor Johnston and Council Member Smith stated the company has met the City's entire ordinance requirements as they stand so the Council's decision needs to be formed based on requirements.

MOTION: Council Member Park moved to adopt Ordinance No. 08-012 establishing a moratorium on the construction or alteration of new or existing wireless telecommunication towers. Council Member Emmons second the motion. The motion passed unanimously.

Engineering Status Report – A Report on the status of active engineering activities and the 2009 engineering program goals and objectives.

City Engineer Jack Griffin presented an update on the 2009 general engineering activities and active development projects, and discussed the status of active engineering infrastructure projects and planning activities. Griffin outlined the proposed engineering projects, such as the City's water system especially digging a new well, work on the sanitary sewer system, a storm water management system and review its street management system, that have been included in the 2009 adopted budget and the draft Capital Improvement Program.

The City Engineer was asked to look at the level of the ponds in Farms of Lake Elmo and possible landscaping to screen the septic building that can be seen by residents on Janero Avenue

The City Engineer will come back to the Council on January 20th with financing options for the street capital improvement program.

REPORTS AND ANNOUNCEMENTS:

Mayor and Council Members

Discussion on proposed workshop on telecommunications tower.

Planning Director Kyle Klatt provided an update on the viability of the City landfill site as an alternative for a cell tower. He recommended a workshop to review and discuss additional information related to the application for a wireless telecommunications tower that had been proposed for 9057 Lake Jane Trail. T-mobile representatives and interested residents will be invited to attend the January 13th workshop at 6:30 p.m.

MOTION: Council Member Smith moved to schedule a workshop for January 13th to discuss tower design alternatives, the viability of the City landfill site for tower location, review other sites that T-mobile have found available in the quadrant as well as the tower permit application that has been submitted to the City and the moratorium. A January 27th workshop will be scheduled if needed. Council Member DeLapp second the motion. The motion passed unanimously.

The meeting was adjourned at 9:26 p.m.

Respectfully submitted by Sharon Lumby, City Clerk

DRAFT

City Council
Date: 01/20/2009
CONSENT
Item: 2

ITEM: Approve disbursements in the amount of \$458,369.53

SUBMITTED BY: Tom Bouthilet, Finance Director

<u>Claim #</u>	<u>Amount</u>	<u>Description</u>
ACH	\$ 10,207.29	Payroll Taxes to IRS 01/15/09
ACH	\$ 1,263.82	Payroll Taxes to Mn Dept. of Revenue 01/15/09
DD1998-DD2028	\$ 39,463.34	Payroll Dated 01/15/2009 (Direct Deposit)
33714-33729	\$ 23,416.79	Payroll Dated 01/15/2009 (Payroll & Benefits)
33730-33794	\$ 384,018.29	Accounts Payable Dated 01/20/2009

Total: \$ 458,369.53

SUMMARY AND ACTION REQUESTED: The City Council is being asked to approve disbursements in the amount of \$ 458,369.53

Accounts Payable Checks for Approval

User: julie
Printed: 01/15/2009 - 11:53 AM

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Amount
33768	01/20/2009	General Fund	Electric Utility	Xcel Energy	356.70
33789	01/20/2009	Sewer	Sewer Utility - Met Council	Metropolitan Council	1,068.66
33781	01/20/2009	General Fund	Software Support	City of Roseville	1,380.83
33790	01/20/2009	General Fund	Dues & Subscriptions	MSFDA	216.00
33788	01/20/2009	General Fund	Dues & Subscriptions	Metro Fire Officers Assn	100.00
33793	01/20/2009	General Fund	Cable Operation Expense	Steven Press	62.71
33793	01/20/2009	General Fund	Use Tax Payable	Steven Press	-3.83
33742	01/20/2009	General Fund	Dues & Subscriptions	DEPT of LABOR & INDUSTRY	20.00
33782	01/20/2009	General Fund	Miscellaneous	Compensation Consultants, Ltd	40.00
33759	01/20/2009	General Fund	Repairs/Maint Contractual Bldg	Diane Rud	340.80
33759	01/20/2009	General Fund	Repairs/Maint Contractual Bldg	Diane Rud	255.60
33759	01/20/2009	General Fund	Use Tax Payable	Diane Rud	-36.40
33762	01/20/2009	General Fund	Dues & Subscriptions	Sensible Land Use Coalition	75.00
33762	01/20/2009	General Fund	Dues & Subscriptions	Sensible Land Use Coalition	75.00
33780	01/20/2009	General Fund	Small Tools & Minor Equipment	Michael Bouthilet	497.62
33752	01/20/2009	General Fund	Dues & Subscriptions	MN Dept Economic Security	1,222.39
33732	01/20/2009	Capital Acquisitions	Heavy Machinery	Aspen Equipment Co.	1,475.49
33767	01/20/2009	General Fund	Books	Washington County Surveyor	16.51
33767	01/20/2009	General Fund	Books	Washington County Surveyor	16.51
33753	01/20/2009	General Fund	Cable Operation Expense	Nicholas Anderson	58.58
33753	01/20/2009	General Fund	Use Tax Payable	Nicholas Anderson	-3.58
33747	01/20/2009	General Fund	Fuel, Oil and Fluids	Lake Elmo Oil, Inc.	1,014.13
33747	01/20/2009	General Fund	Fuel, Oil and Fluids	Lake Elmo Oil, Inc.	1,616.25
33784	01/20/2009	General Fund	Dues & Subscriptions	IIMC	125.00
33738	01/20/2009	General Fund	Dues & Subscriptions	Capitol City	50.00
33765	01/20/2009	Capital Acquisitions	Office Equipment & Furnishings	VISA	652.81
33765	01/20/2009	General Fund	Conferences & Training	VISA	45.00
33765	01/20/2009	General Fund	Conferences & Training	VISA	35.00
33786	01/20/2009	General Fund	Repairs/Maint Contractual Bldg	Menards - Oakdale	26.24
33786	01/20/2009	General Fund	Small Tools & Minor Equipment	Menards - Oakdale	93.55
33785	01/20/2009	General Fund	Repairs/Maint Contractual Eqpt	LOFFLER	43.24
33785	01/20/2009	General Fund	Use Tax Payable	LOFFLER	-2.64
33760	01/20/2009	General Fund	Office Supplies	Sam's Club	171.31

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Amount
33760	01/20/2009	General Fund	Miscellaneous	Sam's Club	18.28
33757	01/20/2009	General Fund	Legal Publishing	RiverTown Newspaper Group	161.00
33757	01/20/2009	General Fund	Legal Publishing	RiverTown Newspaper Group	127.50
33758	01/20/2009	General Fund	Printed Forms	Rogers Printing Services	95.85
33731	01/20/2009	General Fund	Dues & Subscriptions	American Planning Association	70.00
33731	01/20/2009	General Fund	Dues & Subscriptions	American Planning Association	50.00
33747	01/20/2009	General Fund	Fuel, Oil and Fluids	Lake Elmo Oil, Inc.	27.00
33746	01/20/2009	General Fund	Assessing Services	FXL, Inc.	15,481.75
33744	01/20/2009	General Fund	Dues & Subscriptions	WASHINGTON COUNTY FIRE CHIEF	50.00
33757	01/20/2009	General Fund	Miscellaneous	RiverTown Newspaper Group	14.75
33739	01/20/2009	General Fund	Equipment Parts	Car Quest Auto Parts	104.83
33740	01/20/2009	General Fund	Sand/Salt	Cargill Incorporated	6,958.30
33748	01/20/2009	General Fund	Refuse	Maroney's Sanitation, Inc	103.09
33748	01/20/2009	General Fund	Refuse	Maroney's Sanitation, Inc	45.37
33748	01/20/2009	General Fund	Refuse	Maroney's Sanitation, Inc	197.77
33748	01/20/2009	General Fund	Refuse	Maroney's Sanitation, Inc	142.21
33737	01/20/2009	General Fund	Legal Services	Maroney's Sanitation, Inc	933.75
33734	01/20/2009	General Fund	Shop Materials	Campbell Knutson P.A.	12.14
33794	01/20/2009	2001 GO Improvement Bond	Bond Principal	Batteries Plus Woodbury	55,000.00
33794	01/20/2009	2001 GO Improvement Bond	Bond Interest	US Bank Trust N.A.	13,427.50
33751	01/20/2009	Capital Acquisitions	Other Equipment	US Bank Trust N.A.	3,142.16
33751	01/20/2009	Capital Acquisitions	Other Equipment	Metro Fire	341.12
33751	01/20/2009	Capital Acquisitions	Other Equipment	Metro Fire	72.61
33751	01/20/2009	General Fund	Equipment Parts	Metro Fire	270.30
33791	01/20/2009	General Fund	Shop Materials	Northern Tool & Equipment Co.	15.60
33791	01/20/2009	General Fund	Small Tools & Minor Equipment	Northern Tool & Equipment Co.	84.29
33743	01/20/2009	General Fund	Repairs/Maint Contractual Eqpt	Emergency Apparatus Maint	1,083.17
33747	01/20/2009	General Fund	Fuel, Oil and Fluids	Lake Elmo Oil, Inc.	26.00
33747	01/20/2009	General Fund	Fuel, Oil and Fluids	Lake Elmo Oil, Inc.	23.75
33747	01/20/2009	General Fund	Fuel, Oil and Fluids	Lake Elmo Oil, Inc.	26.50
33768	01/20/2009	General Fund	Electric Utility	Xcel Energy	230.92
33768	01/20/2009	Sewer	Electric Utility	Xcel Energy	66.24
33768	01/20/2009	General Fund	Street Lighting	Xcel Energy	31.83
33768	01/20/2009	General Fund	Electric Utility	Xcel Energy	1,557.50
33768	01/20/2009	General Fund	Electric Utility	Xcel Energy	2,695.79
33768	01/20/2009	General Fund	Electric Utility	Xcel Energy	8.52
33768	01/20/2009	General Fund	Electric Utility	Xcel Energy	520.02
33768	01/20/2009	General Fund	Electric Utility	Xcel Energy	8.52
33768	01/20/2009	General Fund	Street Lighting	Xcel Energy	2,894.48
33768	01/20/2009	General Fund	Street Lighting	Xcel Energy	43.09
33768	01/20/2009	General Fund	Electric Utility	Xcel Energy	277.45
33768	01/20/2009	Sewer	Electric Utility	Xcel Energy	18.61
33768	01/20/2009	General Fund	Electric Utility	Xcel Energy	948.04
33768	01/20/2009	General Fund	Street Lighting	Xcel Energy	3,609.43
33768	01/20/2009	General Fund	Street Lighting	Xcel Energy	28.42

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Amount
33768	01/20/2009	General Fund	Electric Utility	Xcel Energy	45.98
33768	01/20/2009	General Fund	Electric Utility	Xcel Energy	3,371.19
33768	01/20/2009	Water	Electric Utility	Xcel Energy	226.33
33768	01/20/2009	General Fund	Street Lighting	Xcel Energy	9.78
33764	01/20/2009	Water	Utility System Maintenance	Twin City Water Clinic, Inc.	65.00
33756	01/20/2009	General Fund	Conferences & Training	Fire Instruction & Rescue Education Inc	270.00
33756	01/20/2009	General Fund	Conferences & Training	Fire Instruction & Rescue Education Inc	190.00
33745	01/20/2009	General Fund	Repairs/Maint Contractual Eqpt	Fire Equipment Specialties	159.09
33766	01/20/2009	General Fund	Contract Services	Washington County	4,234.06
33736	01/20/2009	General Fund	Contract Services	Buclo Excavating	3,776.25
33779	01/20/2009	General Fund	Repairs/Maint Contractual Bldg	Aramark	26.44
33779	01/20/2009	General Fund	Repairs/Maint Contractual Bldg	Aramark	21.85
33779	01/20/2009	General Fund	Uniforms	Aramark	34.36
33783	01/20/2009	General Fund	Telephone	CP Telecom	532.11
33783	01/20/2009	General Fund	Telephone	CP Telecom	449.32
33730	01/20/2009	Capital Acquisitions	Buildings and Structures	Allied Electrical Contractors	2,380.00
33730	01/20/2009	Capital Acquisitions	Buildings and Structures	Allied Electrical Contractors	1,294.00
33754	01/20/2009	General Fund	Sand/Salt	North American Salt Company	11,205.13
33754	01/20/2009	General Fund	Use Tax Payable	North American Salt Company	-683.88
33750	01/20/2009	General Fund	Miscellaneous	Menards - Stillwater	15.93
33750	01/20/2009	Capital Acquisitions	Buildings and Structures	Menards - Stillwater	1,138.82
33750	01/20/2009	Capital Acquisitions	Buildings and Structures	Menards - Stillwater	-351.56
33750	01/20/2009	Capital Acquisitions	Buildings and Structures	Menards - Stillwater	10.42
33750	01/20/2009	Capital Acquisitions	Buildings and Structures	Menards - Stillwater	218.79
33750	01/20/2009	General Fund	Miscellaneous	Menards - Stillwater	55.92
33749	01/20/2009	General Fund	Miscellaneous	Menards - Stillwater	11.08
33787	01/20/2009	General Fund	Repairs/Maint Contractual Bldg	Menards - Oakdale	53.65
33755	01/20/2009	General Fund	Repairs/Maint Contractual Bldg	Menards - Oakdale	11.18
33749	01/20/2009	General Fund	Contract Services	Gopher State One-Call One Call Concept	40.60
33749	01/20/2009	General Fund	Repairs/Maint Contractual Bldg	Menards - Oakdale	7.81
33749	01/20/2009	General Fund	Repairs/Maint Contractual Bldg	Menards - Oakdale	-4.57
33749	01/20/2009	General Fund	Repairs/Maint Contractual Bldg	Menards - Oakdale	3.14
33733	01/20/2009	General Fund	Repairs/Maint Contractual Eqpt	Aspen Mills, Inc.	10.68
33749	01/20/2009	General Fund	Repairs/Maint Contractual Eqpt	Menards - Oakdale	6.23
33747	01/20/2009	General Fund	Fuel, Oil and Fluids	Lake Elmo Oil, Inc.	24.00
33747	01/20/2009	General Fund	Fuel, Oil and Fluids	Lake Elmo Oil, Inc.	29.00
33747	01/20/2009	General Fund	Fuel, Oil and Fluids	Lake Elmo Oil, Inc.	22.92
33747	01/20/2009	General Fund	Fuel, Oil and Fluids	Lake Elmo Oil, Inc.	60.92
33747	01/20/2009	General Fund	Fuel, Oil and Fluids	Lake Elmo Oil, Inc.	39.51
33747	01/20/2009	General Fund	Fuel, Oil and Fluids	Lake Elmo Oil, Inc.	25.01
33747	01/20/2009	General Fund	Fuel, Oil and Fluids	Lake Elmo Oil, Inc.	22.00
33763	01/20/2009	General Fund	Shop Materials	Lake Elmo Oil, Inc.	77.62
33792	01/20/2009	2004 GO CIP Bond	Bond Principal	Tri-State Bobcat	31.52
33792	01/20/2009	2004 GO CIP Bond	Bond Interest	Northland Trust Services, Inc.	160,000.00
				Northland Trust Services, Inc.	72,306.25

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Amount
33741	01/20/2009	General Fund	Travel Expense	Dean Johnston	209.43
33735	01/20/2009	Water	Water Sales	Tim Beres	122.28
33761	01/20/2009	General Fund	Office Supplies	Schwaab, Inc.	62.77
Total for this Date:					384,018.29
Report Total:					384,018.29

City Council
Date: 01/20/09
CONSENT
Item: 3
MOTION:

ITEM: 2009 Fee Schedule
SUBMITTED BY: Tom Bouthilet, Finance Director
REVIEWED BY: Craig Dawson, Interim City Administrator

SUMMARY AND ACTION REQUESTED: The City Council is being asked to consider adopting ordinance no. 08-013, approving the 2009 fee schedule. The Fee schedule represents charge for services and are based on the City's time & expenditures for providing designated services. A majority of the fees increased in a range from 3% - 8%. The fee schedule also reflects a 5% increase in the water rates; however, it should be noted that the City has authorized a water rate study be conducted which may result in an amendment to the water rates. This amendment may also include a change to our billing method to account for the 2010 State required conservation rate structure. The Sewer Availability Charge (SAC) was adjusted to compensate for the increase in charges from the Metropolitan Council.

Please note the 2009 Fee Schedule also reflects several new charge categories related to sign permits, accessory structures, Interim Use Permit and Wind Generator. The fees proposed were anticipated in revenues for the 2009 Budget.

MOTION FOR CONSIDERATION: Move to adopt Ordinance No. 08-04 approving the 2009 fee schedule.

ATTACHMENT: Ordinance No. 08-013
Draft 2009 Fee Schedule

**CITY OF LAKE ELMO
WASHINGTON COUNTY, MINNESOTA**

ORDINANCE NO. 08-013

AN ORDINANCE SETTING MUNICIPAL FEES FOR CALENDAR YEAR 2009

The Lake Elmo City Council hereby adopts the following fee schedule for calendar year 2009 and directs that it be added to the Lake Elmo Municipal Code as Appendix A.

Appendix A – 2009 Fee Schedule

ADOPTION DATE: Passed by the Lake Elmo City Council on the 20th day of January, 2009.

CITY OF LAKE ELMO

By: _____
Dean Johnston
Its: Mayor

ATTEST:

Craig W. Dawson
Its: City Administrator

EFFECTIVE DATE: This Ordinance shall be effective the ___ day of _____, 2009.

PUBLICATION DATE: Published on the _____ day of _____, 2009.

2009 Fee Schedule

Development, Service, Building, Etc.	Fee 2008	Proposed 2009	Escrow or Additional Charge
Accessory Bldg Forward of Primary Structure	New	\$75.00	
Amateur Radio Antenna	\$825.00	\$850.00	
Appeal (to Board of Adjustment and Appeals)	\$75.00	\$80.00	
Assessment Search	\$20.00	\$21.00	
Building Demolition			
First 1000 Square Feet	\$100.00	\$103.00	Plus .50 Surcharge
Each Additional 1000 sq feet or portion thereof	\$10.00	\$10.50	Plus .50 Surcharge
Burning Permits			
Residential	\$35.00	\$40.00	
Commercial	\$70.00	\$75.00	
Comprehensive Plan Amendment	\$1,250.00	\$1,300.00	
Conditional Use Permit (CUP) <new or amended>	\$975.00	\$1,000.00	
CONTRACTOR LICENSE FEES			
Blacktopping	\$60.00	\$65.00	
Excavator License	\$60.00	\$65.00	
Heating and A/C	\$60.00	\$65.00	
Sign Installer	\$50.00	\$55.00	
Solid Waste Hauler	\$110.00	\$115.00	
Tree Contract	\$60.00	\$65.00	
COPY SERVICES			
Copies	\$0.25	\$0.30	
Copies - Color	New	\$0.40	
City Map - colored	\$3.00	\$3.10	
City Street Maps 36 X 40	New	\$15.00	
Comprehensive Plan Maps 24 X36	New	\$15.00	
Development Standards Specification & Details	New	\$50.00	
Lot/Plan Map	New	\$2.00	
Parks & Trails 8 1/2 X 11	New	\$5.00	
Topography, Aerials Digital & Custom	New	\$65.00	Per Hour Rate (provided on disk)
Water/Sewer Utility 36 X 40	New	\$15.00	
Code Book	\$150.00	\$160.00	
Sections 1, 2, 4, 6-12, 14	\$10.00	\$12.00	
Section 3	\$50.00	\$52.00	
Section 5 and 13	\$25.00	\$27.00	
Comprehensive Plan	\$100.00	\$105.00	
OP Ordinance	\$10.00	\$12.00	
Parks Plan	\$75.00	\$80.00	
Plan Sheets			
Record Drawings 11 X 17	New	\$3.00	
Record Drawings 22 X 34 & 24 x 36	New	\$5.00	
Record Drawings Digital	New	\$65.00	Per Hour Rate (provided on disk)
Culverts in Developments with Rural Section	\$150.00	\$155.00	
Dog License	\$15.00	\$16.00	
Service Dogs License (dogs with special training to assist individual with disabilities)	\$5.00	\$5.00	Renew on expiration of rabies vaccination
Unlicensed dog (first impound)	\$50.00	\$60.00	Plus Boarding Fee-18.00/Day
Licensed dog (first impound)	\$25.00	\$42.00	Plus Boarding Fee-18.00/Day
Cat Impound (first impound)	\$25.00	\$42.00	Plus Boarding Fee-18.00/Day
Subsequent dog/cat impound	\$75.00	\$80.00	Plus Boarding Fee-18.00/Day
Duplicate License or Tag	\$1.00	\$1.00	
Driveway		\$0.00	
Residential	\$50.00	\$55.00	Plus .50 Surcharge
Commercial	\$150.00	\$155.00	Plus .50 Surcharge
Excavating and Grading	\$100.00	\$105.00	Erosion Control Bond, Escrow, or Letter of Credit: 1500.00 per acre.

Development, Service, Building, Etc.	Fee 2008	Proposed 2009	Escrow or Additional Charge
False Alarm			
1 to 3 False alarms	No Charge		
In excess of 3 up to and including 6 false alarms within a twelve (12) month period			
Residential	\$100.00	\$105.00	
Commercial	\$300.00	\$310.00	
In excess of six false alarms within a twelve (12) month period			
Residential	\$175.00	\$180.00	
Commercial	\$500.00	\$515.00	
Fire			
Annual Daycare inspection Fee	\$50.00	\$55.00	Plus .50 Surcharge
Fire Alarm Systems	\$50.00	\$55.00	Plus 1% of Value
Fire Sprinkler System (Inspection Fee)	\$100.00	\$105.00	
Flood Plain Management Permit	\$750.00	\$775.00	Plus 1500.00 escrow
Fuel Tank Removal (Underground)	\$50.00	\$55.00	Plus .50 Surcharge
Heating			
New Residential	\$125.00	\$130.00	Plus .50 Surcharge
Addition to Residential	\$50.00	\$55.00	Plus .50 Surcharge
Commercial (New or Addition)	Minimum 150.00 or one percent of total		Plus .50 Surcharge
Interim Use Permit (IUP)	New	1000	
Lawn Sprinklers	\$110.00	\$115.00	Plus .50 Surcharge
Liquor			
Club On Sale Intoxicating	\$100.00 per year	\$100.00 per year	
Off Sale Intoxicating	\$200.00 per year	\$200.00 per year	
Off-Sale Non-Intoxicating	\$150.00 per year	\$150.00 per year	
On-Sale Intoxicating	\$2000.00 per year	\$2000.00 per year	
On-Sale Investigation	\$350.00	\$350.00	
On-Sale Non-Intoxicating	\$100.00 per year	\$100.00 per year	
On-Sale Sunday Intoxicating	\$200.00 per year	\$200.00 per year	
Temporary Non-Intoxicating	\$25.00 per event	\$25.00 per event	
Wine	\$300.00 per year	\$300.00 per year	
Lot Line Adjustment	\$300.00	\$310.00	
Manufactured Home Parks			
New	\$1,000.00	\$1,050.00	Plus 2500.00 Escrow
Move home out of City	\$50.00	\$55.00	Plus .50 Surcharge
Move into City	\$100.00	\$105.00	Plus .50 Surcharge
Minor Subdivision	\$950.00	\$980.00	
Moving House or Primary Structure into City	\$500.00	\$515.00	Plus bond with amount to be determined by City w/recommendation from Building Official
Moving Accessory Structure into City	New	\$300.00	Plus Escrow to be determined by the City w/recommendation from Building Official
New Construction Plan Review	Per 1997 UBC (65%)	Per 1997 UBC (65%)	
Park Dedication (up to 3 lots)	\$3500.00 for each	\$3600.00 for each	Four or more lots per Section 400 Formula
Parking Lots			
New Commercial	\$150.00	\$155.00	Plus .50 Surcharge
Existing Commercial	\$75.00	\$80.00	Plus .50 Surcharge
Platting			
Concept (PUD or OP)	\$1,185.00	\$1,220.00	
Preliminary Plat (and Development Stage)	\$1,750.00	\$1,810.00	
Final Plat (and Final Plan)	\$1,185.00	\$1,220.00	Plus 2.5% Administrative Fee Development Agreement
Plumbing			
New Residential	\$125.00	\$130.00	Plus .50 Surcharge
Addition to Residential	\$50.00	\$55.00	Plus .50 Surcharge
Commercial (New or Addition)	Minimum \$150.00 or 1% of total job	Minimum \$155.00 or 1% of total job	Plus .50 Surcharge
Private Roads (permitted only in AG zone)	\$100.00	\$105.00	Plus .50 Surcharge
Restrictive Soils and Wetland Restoration Protection and Preservation Permit	\$750.00	\$775.00	1500.00 escrow

Development, Service, Building, Etc.	Fee 2008	Proposed 2009	Escrow or Additional Charge
Right-of-Way Permits			
Annual Registration (1415.05 Subd.1)	\$75.00	\$80.00	
Excavation (1415.11 Subd. 1)	\$225.00	\$230.00	
Each Additional Excavation	\$35.00	\$37.00	
Trench Fee (boring or open cut)	.50 per foot	.55 per foot	
Overhead Installation Fee	.50 per foot	.55 per foot	
New Subdivisions (Alternate to per foot fee)	60.00 per lot per utility	65.00 per lot per utility	
Street Obstruction Fee (1415.11 (Sub 2)	\$75.00	\$80.00	
Permit Extension	\$75.00	\$80.00	
Delay Penalty	15.00 per day	15.00 per day	
Sewage Disposal			
On-Site Septic Systems			
New	\$100.00	\$105.00	Plus .50 Surcharge
Alterations or Repairs	\$100.00	\$105.00	Plus .50 Surcharge
Sewer Availability Charge (SAC)	\$4,975.00	\$5,250.00	per SAC unit -2000.00 to Met. Council; 3250.00 to City
Sewer	\$3.71 per 1,000 gallons	\$4.08 per 1,000 gallons	
Wetland Treatment			
Hookup to Existing System	\$75.00	\$80.00	Plus .50 Surcharge
Alteration/Repair	\$50.00	\$55.00	Plus .50 Surcharge
201 Off-Site Maintenance Fee	65.00 per unit per quarter	70.00 per unit per quarter	
Signs Permanent	New	\$175.00	Plus .50 Surcharge
Signs Temporary	New	\$70.00	Plus .50 Surcharge
Signs Temporary Renewal	New	\$20.00	Plus .50 Surcharge
Site Plan Review (Chapter 520)	\$950.00	\$980.00	
Street Cleaning Erosion Control			
Escrow	1500.00	\$2,000.00	
Re-inspection	\$30.00 per hour	\$40.00 per hour	Portal to Portal from City Hall. Minimum: 1 hour
Processing Fee			10% of Contractor's Invoice to City
Surface Water			
Residential	\$30.00	\$35.00	
Non-Residential (commercial, ag., etc.)	Per Code	\$35.00	Utility Rate Factor per code
Telecommunications Tower	\$825.00	\$850.00	2,000.00 Escrow
Tennis Courts	Per 1997 UBC	Per 1997 UBC	Plus surcharge
Vacations (Streets or Easements)			
Easements	\$500.00	\$515.00	\$500.00 Escrow
Streets	\$500.00	\$515.00	\$500.00 Escrow
Variance	\$725.00	\$750.00	
Video Reproduction	\$30.00	\$30.00	
Water			
Residential - Quarterly Rate	\$23.75 Base	\$25.00 Base	Plus 2.15 per 1000 Gals
Commercial	\$23.75 Base	\$25.00 Base	Plus 3.10 per 1000 Gals
All Connection Permits	\$125.00	\$130.00	
Meters, MIU & Meter Installation Sets	\$275.00	\$285.00	
Delinquent Accounts	6% per quarter	6% per quarter	Plus 25.00 or 8%, whichever is greater, if certified to County for collection with taxes
Disconnect Service	\$75.00	\$80.00	
Reconnect Service	\$75.00	\$80.00	
Service Call			
Water Storage Violation	\$10.00 per day	\$10.00 per day	
Bulk Water from Hydrant	\$50.00 for first 5,000 gallons	\$55.00 for first 5,000 gallons	Plus 3.10 per additional 1000 Gals
Swimming Pool Fill	\$90 for first 5,000 gallons	\$95 for first 5,000 gallons	Plus 3.10 per 1000 Gals & \$15.00 per labor hour
Water Availability Charge (WAC)			
Existing Structures within Old Village	\$800.00	\$800.00	
New Development	\$3,500.00	\$3,675.00	
Wind Generator	NEW	\$825.00	\$2000.00 Escrow
Zoning Amendment (Text or Map)	\$1,185.00	\$1,245.00	

City Council
Date: 1/20/09
Consent
Item: 4.
Resolution 2009 - 002

ITEM: **Consider authorization to apply for the MnDOT Community Roadside Landscaping Partnership Program and authorizing the primary contact person.**

SUBMITTED BY: Kelli Matzek, Planner

REVIEWED BY: Craig Dawson, City Administrator
Kyle Klatt, Planning Director

SUMMARY AND ACTION REQUESTED: The City Council is being asked to consider Resolution 2009 - 002 authorizing an application to participate in the MnDOT Community Roadside Landscaping Partnership Program and to authorize resident Susan Kane as the primary contact person for the application. This resolution is required by MnDOT as part of an official application.

The proposed project is a continuation of the landscaping projects completed through this grant the past two years along Highway 5 near Carriage Station Park. The proposed project would be near the Old Village area of the city at the entrance to The Fields of St. Croix Second Addition, Little Bluestem Trail North.

The MnDOT Community Landscaping Partnership Program provides a venue through which cities, residents, and the State work together on landscaping projects to beautify Highway rights-of-way. The State's funds reimburse for landscaping materials while the City staff and community residents provide the manual labor.

Both staff and the Community Improvement Commission are recommending the City apply for this grant to continue beautifying Highway 5 in 2009. Members of The Fields neighborhood landscape committee and the city forester have attended preliminary meetings, reviewed the proposed landscape plan and are supportive of the proposed project.

The proposed planting date is Saturday, May 30, 2009.

ADDITIONAL INFORMATION

- The City utilized this same program to beautify an area along State Highway 5 approximately eight years ago and for the past two years.
- The project completed in 2007 near Carriage Station Park resulted in the planting of 60 trees with assistance by approximately 35 volunteers. The project completed in 2008 was also successful and resulted in the planting of many shrubs and trees south of Carriage Station Park.
- The City opted to combine the tree planting with the city's Arbor Day celebration.

ATTACHMENTS (1):

1. Resolution 2009- 002
2. Location Map

**CITY OF LAKE ELMO
WASHINGTON COUNTY, MINNESOTA**

RESOLUTION NO. 2009-002

**A RESOLUTION AUTHORIZING THE APPLICATION FOR THE MNDOT
COMMUNITY ROADSIDE LANDSCAPING PARTNERSHIP PROGRAM AND
AUTHORIZATION OF A PRIMARY CONTACT PERSON**

WHEREAS, the City of Lake Elmo will act as the sponsoring unit for the project identified as State Highway 5/Fields 2nd Addition on the state trunk Highway 5 to be conducted during the period May through June of 2009.

BE IT FURTHER RESOLVED, Susan Kane is hereby authorized to apply to the Minnesota Department of Transportation for funding of this project on behalf of the City of Lake Elmo.

ADOPTED BY the Lake Elmo City Council on the 20th day of January, 2009.

Dean A. Johnston, Mayor

ATTEST:

Craig Dawson, City Administrator

I certify that the above resolution was adopted or approved by the City Council of the City of Lake Elmo on January 20th, 2009.

Signed:

Witnessed:

(signature)

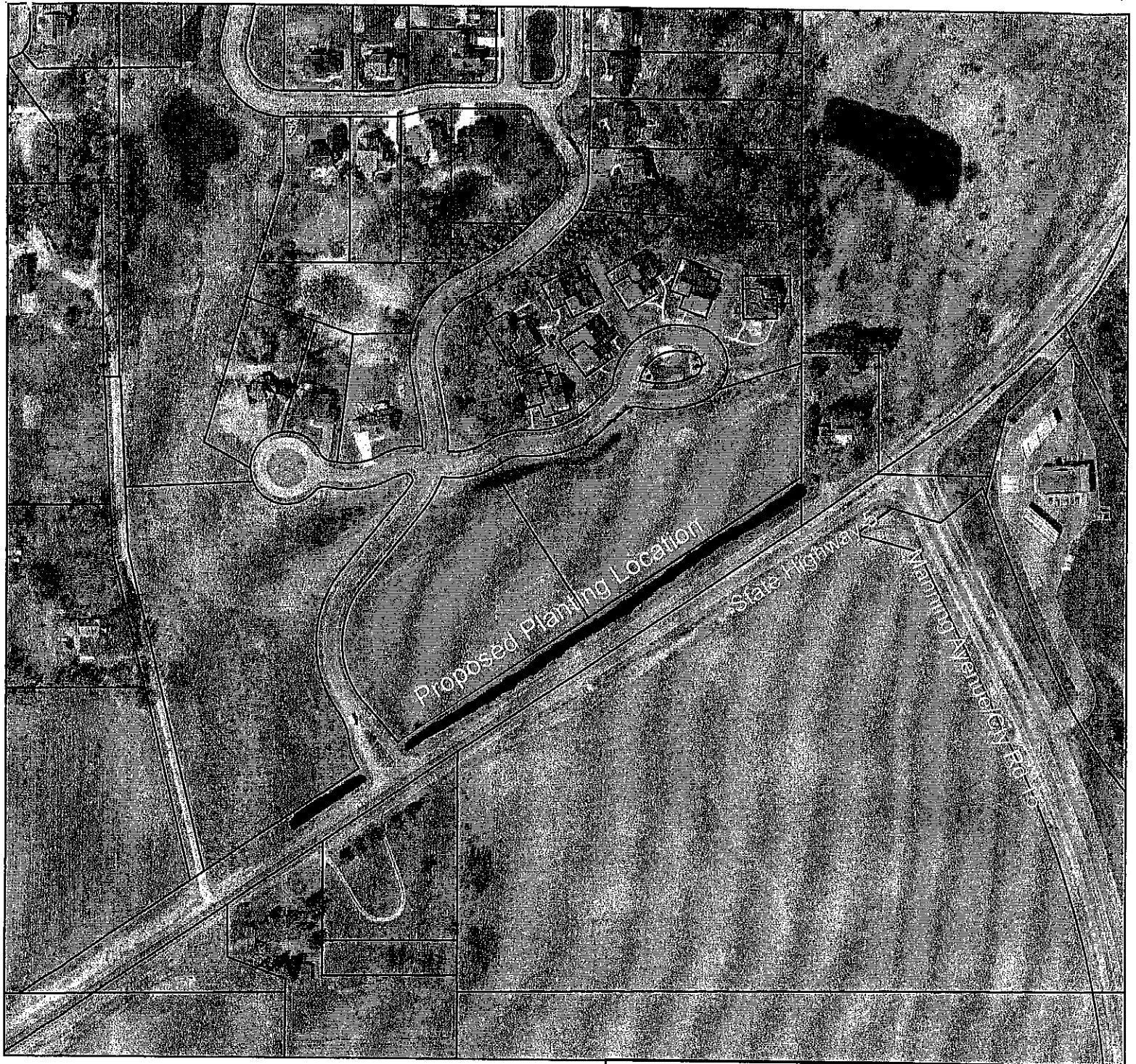
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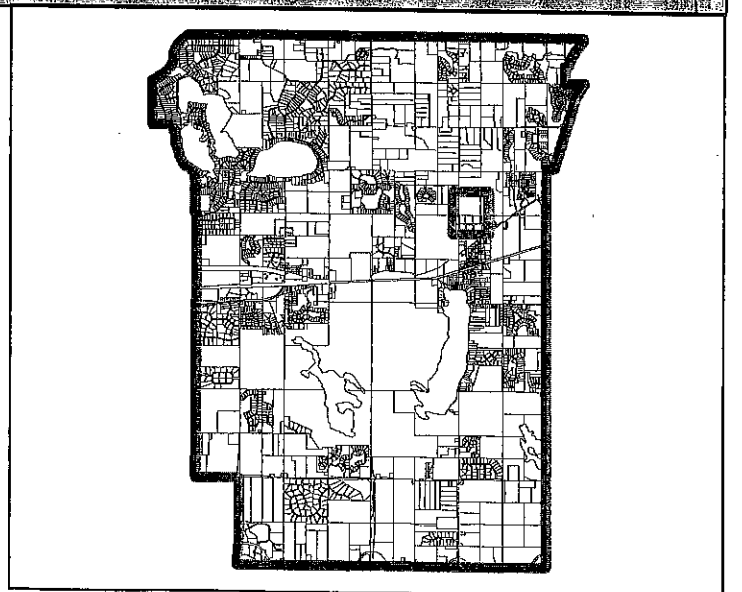
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State Highway 5 / Fields 2nd Addition
Planting Location



ITEM: Approve "Communications System Subscriber Agreement"

SUBMITTED BY: Administrator Dawson, Chief Malmquist, Public Works Superintendant Bouthilet

REVIEWED BY: Chief Malmquist

SUMMARY AND ACTION REQUESTED:

The City Council is being asked to approve the "Communications System Subscriber Agreement" between the City of Lake Elmo and Washington County. This agreement pertains to the new 800 MHz, county wide radio system which will be going on-line February 2009. It spells out the responsibilities of each party with regards to policies, operation, equipment and costs.

The City of Lake Elmo is responsible for the annual "user fee" of \$400.00 per radio. The fire department has 31 radios (20 portables, 9 mobiles and 2 base) totaling \$12,400. This is budgeted in 2009. This fee is designed to cover system costs, maintenance of the system, loaner radios, programming, training, etc. Public Works is also planning on putting two radios on the system on a trial basis for 2009. Funds for these user fees were included in the 2009 Budget.

This agreement initially will be for the year 2009 and will be automatically extended to 2010.

RECOMMENDATION:

Approval of "Communications System Subscriber Agreement".

SUGGESTED MOTION FOR CONSIDERATION:

Motion to approve the "Communications System Subscriber Agreement" between Washington County and the City of Lake Elmo.



Office of the Sheriff

Commitment to Excellence



William M. Hutton
Sheriff

Mike Johnson
Chief Deputy

RECEIVED
DEC 26 2008

December 26, 2008

Susan Hoyt, City Administrator
3800 Laverne Avenue North
Lake Elmo, Minnesota 55042

Ms. Hoyt,

On September 5 of 2006, the Washington County Board of Commissioners adopted administrative policy #1036 establishing the cost participation between Washington County and other agencies for the 800 MHz radio system.

The 800 MHz radio system construction is nearing completion and will be put into service starting in the middle of February 2009. We are in the process of completing work on programming of the radios and training for users of the radio system.

Enclosed with this letter, you will find a user agreement for your review and approval by your city council. This agreement between the city and county will cover the use of the radio system by members of your fire department. The radio system is also available for use by other departments in your city such as public works and park departments.

There are three copies of the agreement. Please have all three signed and returned to me. When the County Board signs the agreement, I will return one to your city.

If you have any questions, feel free to contact me at 651.430.7863 or dean.tilley@co.washington.mn.us

Sincerely,

Dean Tilley, Radio System Manager
Washington County
15015 62nd Street North
P.O. Box 3801
Stillwater, Minnesota 55082

COST PARTICIPATION BETWEEN WASHINGTON COUNTY AND OTHER AGENCIES FOR THE 800 MHz RADIO SYSTEM

PURPOSE

To establish policies for determining the appropriate allocation of costs between governmental units that will utilize the planned 800 MHz radio system in Washington County.

DEFINITIONS

Region-wide Public Safety Radio Communications System – a communication system designed to provide outdoor portable radio coverage in the Twin Cities metropolitan area. It includes a network of antennas, receivers, and transmitters located in a geographic area connected by technology (currently microwave links or fiber optic cable) that allows transmissions from any location within the geographic region to be repeated throughout the geographic region.

800 MHz – The frequency band identified for construction and operation of the Region-wide Public Safety Radio Communications System. Other frequency bands commonly used for public safety communications include, but are not limited to: low band, VHF or high band, and UHF.

Washington County Sub-network – Additional towers, base station equipment, and microwave equipment necessary to provide the level of radio coverage and capacity within Washington County for public safety entities.

Public Safety Answering Points (PSAP) – Describes the location and facility where 9-1-1 calls are answered and dispatched.

Mobile Radio – Equipment used to transmit and receive two-way voice communications, which is installed in a public safety vehicle.

Portable Radio – Equipment used to transmit and receive two-way voice communications, which may be carried (often in the hand or on the belt) and which is powered by batteries.

Control Station Radio – Equipment used to transmit and receive two-way voice communications, typically used as a “base” station by fire departments and police departments that do not operate a PSAP.

Radio Infrastructure - A network of antennas, receivers, transmitters, and microwave/fiber optic equipment utilized for the 800 MHz radio system. The infrastructure is sometimes referred to as the "backbone" of the system. This does not include mobile, portable, or control station radios.

800 MHz System Administrator - A Washington County employee assigned the responsibility of managing the 800 MHz radio system within Washington County.

COST SHARING POLICIES

- A. Washington County will assume responsibility for the initial purchase of the Washington County sub-network infrastructure within the geographic boundary of Washington County and the communication center equipment utilized in the Washington County Sheriff's Office Communication Center, a Public Safety Answering Point (PSAP).
- B. Municipalities that elect to operate a Public Safety Answering Point (PSAP) or a local communication center will assume responsibility for related 800 MHz radio system infrastructure costs and local communication center equipment.
- C. Each local unit of government will assume responsibility for the cost of the purchase or lease of mobile, portable, and control station radios utilized by its organization and staff.
- D. If federal, state, or regional grant funds are received, these funds will first be allocated according to the requirements of the grant agreements. Grant funds that are made available to the 800 MHz system project without restrictions or specific designation will be allocated to cities and the county on a proportionate share basis computed on the total cost of the elements to be funded, if matched by the receiving city and/or county. If this policy differs from any applicable grant agreement, participation will be negotiated by the County Administrator. (See example in Attachment A.)
- E. Equipment purchased by local units of government must be compatible with the 800 MHz radio system infrastructure as approved by the 800 MHz system administrator.
- F. Each local government will assume responsibility for annual maintenance or licensing costs for its mobile, portable, and control station radios, as well as any system access fees assessed by the Metropolitan Radio Board, or its successor.
- G. Each local government will assume responsibility for annual maintenance and licensing costs for infrastructure based on its proportionate share of mobile, portable, and control station radios. This fee will be determined when the final system design is completed and actual costs can be determined. This fee may also

include costs for programming radios, user training, and system administration costs.

- H. Washington County will negotiate and administer a maintenance service agreement with a qualified service provider for the infrastructure equipment. Washington County will also negotiate a maintenance service agreement for the maintenance and repair of its mobile, portable, and control station radio equipment. This agreement will be extended to include local units of government using equipment made by the same manufacturer. If a significant number of local units of government lease or purchase equipment from a different manufacturer than the county selects, the county may also choose to negotiate a contract on behalf of those entities.
- I. The costs for any additional compatible enhancements to the radio system infrastructure or equipment that are not included in the original network design will be the financial responsibility of the requesting local unit of government. (The most likely example will be enhancing coverage inside commercial or industrial buildings such as: schools, hospitals, government buildings, or large factories.)

VARIANCES

Any variance from this policy must be approved by the Washington County Board of Commissioners.

SOURCE

County Board action on September 5, 2006



Communications System Subscriber Agreement

**Between Washington County and City of Lake Elmo Regarding:
Use of the Region wide Public Safety Radio Communications System,**

Washington County Sheriff's Office
15015 62nd Street North, P.O. Box 3801
Stillwater Minnesota 55082

Region wide Public Safety Radio Communications System

THIS AGREEMENT made and entered into by and between the COUNTY OF WASHINGTON, a body politic and corporate, under the laws of the STATE OF MINNESOTA, hereinafter referred to as the "COUNTY" and the:

City of Lake Elmo
3800 Laverne Avenue North
Lake Elmo, Minnesota 55042

acting by and through its duly authorized officers, hereinafter referred to as the "USER".

WITNESSETH:

WHEREAS, the COUNTY established Administrative Policy #1036 to operate and maintain a county sub-network of the Region wide Public Safety Radio Communication System, hereinafter referred to as "System"; and

WHEREAS, the COUNTY has provided for the capability of Cities, Agencies, Districts and Other Authorized Users within the County to have access to the System; and

WHEREAS, the COUNTY bears primary responsibility for the health, security and integrity of the System and other communications systems; and

WHEREAS, the USER has elected to participate as a subscriber with end user radios operating on the System.

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

1. PURPOSE AND INTRODUCTION

The purpose of this Agreement is to define the rights and obligations of the COUNTY and the USER with respect to the cooperative and coordinated purchase, lease, maintenance, technical and administrative support and use of portable, mobile, desktop and other end user radios by the USER on the COUNTY's System.

The System is a multi-site general purpose wireless communications system designed to provide, among other things, 95% area coverage reliability for portable radio operation above ground level in light to medium buildings throughout most of the County. Other USER benefits and services include, access to a wide area nine county region wide public safety radio communications system, multiple system redundancies with backup power, a wide range of talk groups, electronic identification of all radios on all transmissions, encryption availability, system security, radio interoperability, 24 hour a day system monitoring and repair response, access to a pool of special event radios and USER radio training.

2. DUTIES AND RESPONSIBILITIES OF USER

2.1 Conformance to Statewide Radio Board (SRB), Metropolitan Emergency Services Board (MESB) and COUNTY Standards

USER agrees to be aware of and conform to all applicable standards, policies, procedures and protocols established or amended by the SRB, MESB and COUNTY related to use of the System including but not limited to radio user training requirements, radio operating guidelines, audit, monitoring and compliance.

2.2 Conformance to Federal Laws and Regulations

USER agrees to be aware of and conform to all applicable Federal Rules, Regulation and Laws pertaining to use of the System including but not limited to the Communications Act of 1934 as Amended and Part 90 of the Federal Communications Commission Rules and Regulations.

2.3 Response to Improper Use

In the event COUNTY informs USER that statistical analysis of System usage or other information indicates that USER personnel may have inappropriately used the System, or may have violated standards, policies, procedures, rules, regulations or laws regarding proper operation of the System, or may have violated the provisions of this Agreement, USER agrees to take immediate and appropriate investigative and corrective action to stop the violation and eliminate any reoccurrence.

2.4 Subscriber Support Fees

USER agrees to pay COUNTY all Subscriber Support Fees assessed to USER by COUNTY. Subscriber Support Fees for 2009 and 2010 will be \$400.00 per radio. The Subscriber Support Fees are subject to annual adjustment. The COUNTY shall provide USER notice of any proposed annual change to the Subscriber Support Fee by May 1st of each year. The COUNTY will notify the USER of the actual Subscriber Support Fee by September 1st of each year.

2.5 Pass Through Metropolitan Emergency Services Board User Fees

In addition to the cost assessed under Section 2.4 of this agreement, the USER agrees to pay to COUNTY all user fees attributable to USER assessed to the COUNTY by the MESB, or its successor entity if applicable, and passed through by COUNTY to USER

2.6 Invoicing and Payment Terms

COUNTY will invoice USER monthly, or at other intervals as determined by COUNTY, for all fees specified herein. All fees specified in this Agreement will commence as follows: For radios activated on or before the 15th of the month, USER will be charged for the entire month. For radios activated after the 15th of the month, the fees will commence on the first day of the following month. Payment of all fees herein shall be made directly to the COUNTY within thirty (30) days from receipt of the invoice.

2.7 Provisional Use of USER Purchased and Owned Radios and Radio Software

USER may utilize radios purchased and owned by USER on the System provided that such radios and radio operating software versions are specifically certified for use on the System by the MESB and the COUNTY. The USER shall not access or use the system with non-certified radios or radios operating with non-certified software versions.

2.8 De-certification and Disposition of Obsolete Radios

The SRB, MESB and/or COUNTY may de-certify radios and/or radio operating software versions which become obsolete for reasons including but not limited to: become unsafe to use, impair System performance, are no longer supported by the radio Manufacturer, are no longer supported by the COUNTY, exhibit substantial defects, exhibit performance deficiencies, impair implementation of System upgrades, become unreliable, become economically unfeasible to maintain, etc. Except in those cases affecting safety or performance impacts to the System, COUNTY will make reasonable efforts to avoid de-certification of radios used by the USER and to provide USER with at least one (1) year of advance notice prior to the effective date of radio or software version de-certification. De-certified radios or radios operating with de-certified software versions will not be allowed to access or use the System.

2.9 Limitation of Radio Programming, Radio Code Plug Programming Files and System Key File

Regardless of ownership, all radios on the System shall be programmed by the COUNTY or with permission from the COUNTY and the COUNTY shall retain an archived electronic copy of all radio code plug programming files and encryption keys files installed in all USER radios covered under this Agreement. The configuration of all radio code plug programming files and radio templates shall be subject to approval by the COUNTY before the radios will be activated on the System. All radio code plug programming files, system key files and encryption key files are the sole property of the COUNTY, and contain information that is **classified as security information and non-public government data.** Unless specifically authorized by the COUNTY in writing, USER may not directly or indirectly, permit any third party to: view, read, print, extract, copy, archive, edit, create, clone, transfer, tamper with or otherwise compromise the security of any radio code plug programming file, system key file or encryption key file for any radio on the System. If USER learns that any party has improperly or fraudulently obtained radio code plug programming file information, system key file or encryption key file, USER will immediately notify COUNTY of such an event.

Maintenance and programming of radios other than Motorola radios will be the responsibility of the USER except for fleet map and code plug development, which will be the responsibility of the County.

2.10 Risk of Loss for Lost, Stolen or Destroyed Radios

USER assumes full risk of loss for COUNTY provided radios assigned to USER including but not limited to special event and repair loaner radios temporarily assigned to USER, which are lost, stolen, physically un-repairable or destroyed for any reason except damage which occurs while the radios are in the possession of COUNTY. USER will be invoiced, and agrees to pay for the replacement of any lost, stolen or destroyed radios.

2.11 Notification to COUNTY of Lost or Stolen Radios

USER agrees to immediately notify COUNTY of any missing, lost or stolen radios so the radio can be immediately deactivated on the system.

3. DUTIES AND RESPONSIBILITIES OF COUNTY

3.1 Furnishing of End User Radios

COUNTY will assist USER in selecting and ordering radios that are purchased directly by USER for use on the System.

Each USER will assume responsibility for the cost of the purchase or lease of mobile, portable, and control station radios utilized by its organization and staff. Each USER will assume responsibility for annual maintenance of mobile, portable, and control station radios.

Equipment purchased by USER must be compatible with the 800 MHz radio system infrastructure as approved by the COUNTY 800 MHz radio system manager.

3.2 Radio Maintenance and Repair Services

COUNTY will negotiate and administer a maintenance service agreement with a qualified service provider for the infrastructure equipment. COUNTY will also negotiate a maintenance service agreement for the maintenance and repair of its mobile, portable, and control station radio equipment. This agreement will be extended to include local units of government using equipment made by the same manufacturer. However, pursuant to section 2.09 of this Agreement, the maintenance and programming of radios other than Motorola will be the responsibility of the USER. If a significant number USERS, lease or purchase equipment from a different manufacturer than the COUNTY selects, the COUNTY may also choose to negotiate a contract on behalf of those entities.

3.3 Repair Loaner and Special Event Radios

COUNTY will maintain a fleet of Motorola radios which will be made available to USER, generally on a first come first serve basis, for temporary assignment for special events, response to emergencies, or other similar events. USER may receive a temporary loaner radio to replace a radio taken out of service for maintenance or repair. If there are more requests for loaner radios than can be accommodated, the COUNTY will prioritize allocations and the COUNTY may require early return of repair loaner and special event radios early.

3.4 Allocation of System Resources

COUNTY will allocate to USER, on a fair and non-discriminatory basis, sufficient System resources including Talk Groups, Announcement Groups, Radio Unit IDs, Alias IDs, etc. in order to provide USER with an equivalent grade of service afforded to other comparable System users.

3.5 Monitoring of USER Talk Groups

COUNTY will periodically monitor talk groups allocated to USER for USER's internal use for system management purposes including but not limited to maintenance, troubleshooting, system performance assessments, unusual traffic patterns (sudden jump in usage), policy and procedure compliance checks, etc. COUNTY monitoring of USER's talk groups may occur at any time, for any duration, may be without notice and is subject to recording.

3.6 Radio Operator Training

COUNTY will provide USER with access to trainer instruction to be used in training USER's radio operators. Once the near term deployment is completed, USER will have sole responsibility for training new employees and for providing refresher training.

3.7 Database Administration

COUNTY will manage and administer the System database records containing the information related to inventory, configuration, programming history, software version control, radio IDs, service levels, statistical usage analysis, etc. for USER's subscriber radios used on the System.

3.8 Radio Station Licenses

COUNTY shall hold and administer all FCC licenses on behalf of all users of the System. USER shall operate as authorized mobile, portable and control station units under the COUNTY's FCC radio station licenses.

4. TERM AND CANCELLATION

4.1 Term of Agreement

This Agreement shall be for an initial term beginning on the date executed by the COUNTY and continuing through December 31, 2009. After the initial term and any subsequent extensions thereto, this Agreement will automatically extend for additional one (1) year terms, unless either party gives written notice of intent not to extend to the other party, said notice to be given at least one hundred twenty (120) days prior to the expiration of the then current term.

4.2 Cancellation of Agreement

This Agreement may be canceled with or without cause by either party upon one hundred eighty (180) days' written notice, provided that any such cancellation by COUNTY shall require action by the Board of Washington County Commissioners.

5. DEFAULT

5.1 If either party fails to perform any material term of this Agreement, this shall constitute a default. Unless the USER's default is excused by the COUNTY, the COUNTY may upon written notice immediately cancel this Agreement in its entirety. Unless the COUNTY's default is excused by the USER, the USER may upon thirty (30) days' written notice cancel this Agreement in its entirety.

5.2 Notwithstanding any provision of this Agreement to the contrary, the defaulting party shall not be relieved of liability to the other party for damages sustained by the non defaulting party by virtue of any breach of this Agreement by the defaulting party.

5.3 The above remedies shall be in addition to any other right or remedy available under this contract, law, statute, rule, and/or equity.

5.4 The failure to insist upon strict performance of any provision or to exercise any right under this Agreement shall not be deemed a relinquishment or waiver of the same, unless consented to in writing. Such consent shall not constitute a general waiver or relinquishment throughout the entire term of the Agreement.

6. MISCELLANEOUS PROVISIONS

6.1 Independent Parties

It is mutually understood that this Agreement does not create an employment relationship between the parties, nor does it create a partnership or joint venture, nor does it constitute a cooperative agreement or joint powers agreement.

6.2 Liability

Each party agrees that it will be responsible for its own acts and the results thereof, to the extent authorized by law, and shall not be responsible for the acts of the other party and the results thereof. The COUNTY's and the USER's liability is governed by the provisions of Minnesota Statutes Chapter 466,

6.3 Data Privacy

USER, its officers, agents, owners, partners, employees, volunteers or subcontractors agree to abide by the provisions of the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13, and all other applicable state and federal laws, rules, regulations and orders relating to data privacy or confidentiality, and as any of the same may be amended.

6.4 Records – Availability/ Access

Subject to the requirements of Minnesota Statutes Section 16C.05, Subd. 5 (as may be amended), the USER agrees that the COUNTY, the State Auditor, the Legislative Auditor or any of their duly authorized representatives at any time during normal business hours, and as often as they may reasonably deem necessary, shall have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, etc., which are pertinent to the accounting practices and procedures of the USER and involve transactions relating to this Agreement. Such materials shall be maintained and such access and rights shall be in force and effect during the period of the contract and for six (6) years after its termination or cancellation.

6.5 Notices

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

COUNTY shall be sent to the County Administrator with a copy to the Office of the County Sheriff at the address given below. Notice to the USER shall be sent to the address stated below.

To COUNTY: Washington County Administrator
14949 62nd Street North
P.O. Box 6
Stillwater, Minnesota 55082-0006

Copy to: Radio System Manager
Washington County Sheriff's Office
15015 62nd Street North, P.O. Box 3801
Stillwater, Minnesota 55082

USER: City Administrator
3800 Laverne Avenue North
Lake Elmo, Minnesota

USERS, having signed this contract, and the County having duly approved this contract on the ____ day of _____, _____, and pursuant to such approval, the proper County officials having signed this contract, the parties hereto agree to be bound by the provisions herein set forth.

WASHINGTON COUNTY

CITY OF LAKE ELMO

Chair Date
Board of Commissioners

James R. Schug Date
County Administrator



Communications System Subscriber Agreement

**Between Washington County and City of Lake Elmo Regarding:
Use of the Region wide Public Safety Radio Communications System,**

Washington County Sheriff's Office
15015 62nd Street North, P.O. Box 3801
Stillwater Minnesota 55082

Region wide Public Safety Radio Communications System

THIS AGREEMENT made and entered into by and between the COUNTY OF WASHINGTON, a body politic and corporate, under the laws of the STATE OF MINNESOTA, hereinafter referred to as the "COUNTY" and the:

City of Lake Elmo
3800 Laverne Avenue North
Lake Elmo, Minnesota 55042

acting by and through its duly authorized officers, hereinafter referred to as the "USER".

WITNESSETH:

WHEREAS, the COUNTY established Administrative Policy #1036 to operate and maintain a county sub-network of the Region wide Public Safety Radio Communication System, hereinafter referred to as "System"; and

WHEREAS, the COUNTY has provided for the capability of Cities, Agencies, Districts and Other Authorized Users within the County to have access to the System; and

WHEREAS, the COUNTY bears primary responsibility for the health, security and integrity of the System and other communications systems; and

WHEREAS, the USER has elected to participate as a subscriber with end user radios operating on the System.

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

1. PURPOSE AND INTRODUCTION

The purpose of this Agreement is to define the rights and obligations of the COUNTY and the USER with respect to the cooperative and coordinated purchase, lease, maintenance, technical and administrative support and use of portable, mobile, desktop and other end user radios by the USER on the COUNTY's System.

The System is a multi-site general purpose wireless communications system designed to provide, among other things, 95% area coverage reliability for portable radio operation above ground level in light to medium buildings throughout most of the County. Other USER benefits and services include, access to a wide area nine county region wide public safety radio communications system, multiple system redundancies with backup power, a wide range of talk groups, electronic identification of all radios on all transmissions, encryption availability, system security, radio interoperability, 24 hour a day system monitoring and repair response, access to a pool of special event radios and USER radio training.

2. DUTIES AND RESPONSIBILITIES OF USER

2.1 Conformance to Statewide Radio Board (SRB), Metropolitan Emergency Services Board (MESB) and COUNTY Standards

USER agrees to be aware of and conform to all applicable standards, policies, procedures and protocols established or amended by the SRB, MESB and COUNTY related to use of the System including but not limited to radio user training requirements, radio operating guidelines, audit, monitoring and compliance.

2.2 Conformance to Federal Laws and Regulations

USER agrees to be aware of and conform to all applicable Federal Rules, Regulation and Laws pertaining to use of the System including but not limited to the Communications Act of 1934 as Amended and Part 90 of the Federal Communications Commission Rules and Regulations.

2.3 Response to Improper Use

In the event COUNTY informs USER that statistical analysis of System usage or other information indicates that USER personnel may have inappropriately used the System, or may have violated standards, policies, procedures, rules, regulations or laws regarding proper operation of the System, or may have violated the provisions of this Agreement, USER agrees to take immediate and appropriate investigative and corrective action to stop the violation and eliminate any reoccurrence.

2.4 Subscriber Support Fees

USER agrees to pay COUNTY all Subscriber Support Fees assessed to USER by COUNTY. Subscriber Support Fees for 2009 and 2010 will be \$400.00 per radio. The Subscriber Support Fees are subject to annual adjustment. The COUNTY shall provide USER notice of any proposed annual change to the Subscriber Support Fee by May 1st of each year. The COUNTY will notify the USER of the actual Subscriber Support Fee by September 1st of each year.

2.5 Pass Through Metropolitan Emergency Services Board User Fees

In addition to the cost assessed under Section 2.4 of this agreement, the USER agrees to pay to COUNTY all user fees attributable to USER assessed to the COUNTY by the MESB, or its successor entity if applicable, and passed through by COUNTY to USER

2.6 Invoicing and Payment Terms

COUNTY will invoice USER monthly, or at other intervals as determined by COUNTY, for all fees specified herein. All fees specified in this Agreement will commence as follows: For radios activated on or before the 15th of the month, USER will be charged for the entire month. For radios activated after the 15th of the month, the fees will commence on the first day of the following month. Payment of all fees herein shall be made directly to the COUNTY within thirty (30) days from receipt of the invoice.

2.7 Provisional Use of USER Purchased and Owned Radios and Radio Software

USER may utilize radios purchased and owned by USER on the System provided that such radios and radio operating software versions are specifically certified for use on the System by the MESB and the COUNTY. The USER shall not access or use the system with non-certified radios or radios operating with non-certified software versions.

2.8 De-certification and Disposition of Obsolete Radios

The SRB, MESB and/or COUNTY may de-certify radios and/or radio operating software versions which become obsolete for reasons including but not limited to: become unsafe to use, impair System performance, are no longer supported by the radio Manufacturer, are no longer supported by the COUNTY, exhibit substantial defects, exhibit performance deficiencies, impair implementation of System upgrades, become unreliable, become economically unfeasible to maintain, etc. Except in those cases affecting safety or performance impacts to the System, COUNTY will make reasonable efforts to avoid de-certification of radios used by the USER and to provide USER with at least one (1) year of advance notice prior to the effective date of radio or software version de-certification. De-certified radios or radios operating with de-certified software versions will not be allowed to access or use the System.

2.9 Limitation of Radio Programming, Radio Code Plug Programming Files and System Key File
Regardless of ownership, all radios on the System shall be programmed by the COUNTY or with permission from the COUNTY and the COUNTY shall retain an archived electronic copy of all radio code plug programming files and encryption keys files installed in all USER radios covered under this Agreement. The configuration of all radio code plug programming files and radio templates shall be subject to approval by the COUNTY before the radios will be activated on the System. All radio code plug programming files, system key files and encryption key files are the sole property of the COUNTY, and contain information that is **classified as security information and non-public government data**. Unless specifically authorized by the COUNTY in writing, USER may not directly or indirectly, permit any third party to: view, read, print, extract, copy, archive, edit, create, clone, transfer, tamper with or otherwise compromise the security of any radio code plug programming file, system key file or encryption key file for any radio on the System. If USER learns that any party has improperly or fraudulently obtained radio code plug programming file information, system key file or encryption key file, USER will immediately notify COUNTY of such an event.

Maintenance and programming of radios other than Motorola radios will be the responsibility of the USER except for fleet map and code plug development, which will be the responsibility of the County.

2.10 Risk of Loss for Lost, Stolen or Destroyed Radios

USER assumes full risk of loss for COUNTY provided radios assigned to USER including but not limited to special event and repair loaner radios temporarily assigned to USER, which are lost, stolen, physically un-repairable or destroyed for any reason except damage which occurs while the radios are in the possession of COUNTY. USER will be invoiced, and agrees to pay for the replacement of any lost, stolen or destroyed radios.

2.11 Notification to COUNTY of Lost or Stolen Radios

USER agrees to immediately notify COUNTY of any missing, lost or stolen radios so the radio can be immediately deactivated on the system.

3. DUTIES AND RESPONSIBILITIES OF COUNTY

3.1 Furnishing of End User Radios

COUNTY will assist USER in selecting and ordering radios that are purchased directly by USER for use on the System.

Each USER will assume responsibility for the cost of the purchase or lease of mobile, portable, and control station radios utilized by its organization and staff. Each USER will assume responsibility for annual maintenance of mobile, portable, and control station radios.

Equipment purchased by USER must be compatible with the 800 MHz radio system infrastructure as approved by the COUNTY 800 MHz radio system manager.

3.2 Radio Maintenance and Repair Services

COUNTY will negotiate and administer a maintenance service agreement with a qualified service provider for the infrastructure equipment. COUNTY will also negotiate a maintenance service agreement for the maintenance and repair of its mobile, portable, and control station radio equipment. This agreement will be extended to include local units of government using equipment made by the same manufacturer. However, pursuant to section 2.09 of this Agreement, the maintenance and programming of radios other than Motorola will be the responsibility of the USER. If a significant number USERS, lease or purchase equipment from a different manufacturer than the COUNTY selects, the COUNTY may also choose to negotiate a contract on behalf of those entities.

3.3 Repair Loaner and Special Event Radios

COUNTY will maintain a fleet of Motorola radios which will be made available to USER, generally on a first come first serve basis, for temporary assignment for special events, response to emergencies, or other similar events. USER may receive a temporary loaner radio to replace a radio taken out of service for maintenance or repair. If there are more requests for loaner radios than can be accommodated, the COUNTY will prioritize allocations and the COUNTY may require early return of repair loaner and special event radios early.

3.4 Allocation of System Resources

COUNTY will allocate to USER, on a fair and non-discriminatory basis, sufficient System resources including Talk Groups, Announcement Groups, Radio Unit IDs, Alias IDs, etc. in order to provide USER with an equivalent grade of service afforded to other comparable System users.

3.5 Monitoring of USER Talk Groups

COUNTY will periodically monitor talk groups allocated to USER for USER's internal use for system management purposes including but not limited to maintenance, troubleshooting, system performance assessments, unusual traffic patterns (sudden jump in usage), policy and procedure compliance checks, etc. COUNTY monitoring of USER's talk groups may occur at any time, for any duration, may be without notice and is subject to recording.

3.6 Radio Operator Training

COUNTY will provide USER with access to trainer instruction to be used in training USER's radio operators. Once the near term deployment is completed, USER will have sole responsibility for training new employees and for providing refresher training.

3.7 Database Administration

COUNTY will manage and administer the System database records containing the information related to inventory, configuration, programming history, software version control, radio IDs, service levels, statistical usage analysis, etc. for USER's subscriber radios used on the System.

3.8 Radio Station Licenses

COUNTY shall hold and administer all FCC licenses on behalf of all users of the System. USER shall operate as authorized mobile, portable and control station units under the COUNTY's FCC radio station licenses.

4. TERM AND CANCELLATION

4.1 Term of Agreement

This Agreement shall be for an initial term beginning on the date executed by the COUNTY and continuing through December 31, 2009. After the initial term and any subsequent extensions thereto, this Agreement will automatically extend for additional one (1) year terms, unless either party gives written notice of intent not to extend to the other party, said notice to be given at least one hundred twenty (120) days prior to the expiration of the then current term.

4.2 Cancellation of Agreement

This Agreement may be canceled with or without cause by either party upon one hundred eighty (180) days' written notice, provided that any such cancellation by COUNTY shall require action by the Board of Washington County Commissioners.

5. DEFAULT

5.1 If either party fails to perform any material term of this Agreement, this shall constitute a default. Unless the USER's default is excused by the COUNTY, the COUNTY may upon written notice immediately cancel this Agreement in its entirety. Unless the COUNTY's default is excused by the USER, the USER may upon thirty (30) days' written notice cancel this Agreement in its entirety.

5.2 Notwithstanding any provision of this Agreement to the contrary, the defaulting party shall not be relieved of liability to the other party for damages sustained by the non defaulting party by virtue of any breach of this Agreement by the defaulting party.

5.3 The above remedies shall be in addition to any other right or remedy available under this contract, law, statute, rule, and/or equity.

5.4 The failure to insist upon strict performance of any provision or to exercise any right under this Agreement shall not be deemed a relinquishment or waiver of the same, unless consented to in writing. Such consent shall not constitute a general waiver or relinquishment throughout the entire term of the Agreement.

6. MISCELLANEOUS PROVISIONS

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Copy to: Radio System Manager
Washington County Sheriff's Office
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Stillwater, Minnesota 55082

USER: City Administrator
3800 Laverne Avenue North
Lake Elmo, Minnesota

USERS, having signed this contract, and the County having duly approved this contract on the ____ day of _____, _____, and pursuant to such approval, the proper County officials having signed this contract, the parties hereto agree to be bound by the provisions herein set forth.

WASHINGTON COUNTY

CITY OF LAKE ELMO

Chair Date
Board of Commissioners

James R. Schug Date
County Administrator



Communications System Subscriber Agreement

**Between Washington County and City of Lake Elmo Regarding:
Use of the Region wide Public Safety Radio Communications System,**

Washington County Sheriff's Office
15015 62nd Street North, P.O. Box 3801
Stillwater Minnesota 55082

Region wide Public Safety Radio Communications System

THIS AGREEMENT made and entered into by and between the COUNTY OF WASHINGTON, a body politic and corporate, under the laws of the STATE OF MINNESOTA, hereinafter referred to as the "COUNTY" and the:

City of Lake Elmo
3800 Laverne Avenue North
Lake Elmo, Minnesota 55042

acting by and through its duly authorized officers, hereinafter referred to as the "USER".

WITNESSETH:

WHEREAS, the COUNTY established Administrative Policy #1036 to operate and maintain a county sub-network of the Region wide Public Safety Radio Communication System, hereinafter referred to as "System"; and

WHEREAS, the COUNTY has provided for the capability of Cities, Agencies, Districts and Other Authorized Users within the County to have access to the System; and

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WHEREAS, the USER has elected to participate as a subscriber with end user radios operating on the System.

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1. PURPOSE AND INTRODUCTION

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The System is a multi-site general purpose wireless communications system designed to provide, among other things, 95% area coverage reliability for portable radio operation above ground level in light to medium buildings throughout most of the County. Other USER benefits and services include, access to a wide area nine county region wide public safety radio communications system, multiple system redundancies with backup power, a wide range of talk groups, electronic identification of all radios on all transmissions, encryption availability, system security, radio interoperability, 24 hour a day system monitoring and repair response, access to a pool of special event radios and USER radio training.

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5. DEFAULT

5.1 If either party fails to perform any material term of this Agreement, this shall constitute a default. Unless the USER's default is excused by the COUNTY, the COUNTY may upon written notice immediately cancel this Agreement in its entirety. Unless the COUNTY's default is excused by the USER, the USER may upon thirty (30) days' written notice cancel this Agreement in its entirety.

5.2 Notwithstanding any provision of this Agreement to the contrary, the defaulting party shall not be relieved of liability to the other party for damages sustained by the non defaulting party by virtue of any breach of this Agreement by the defaulting party.

5.3 The above remedies shall be in addition to any other right or remedy available under this contract, law, statute, rule, and/or equity.

5.4 The failure to insist upon strict performance of any provision or to exercise any right under this Agreement shall not be deemed a relinquishment or waiver of the same, unless consented to in writing. Such consent shall not constitute a general waiver or relinquishment throughout the entire term of the Agreement.

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Subject to the requirements of Minnesota Statutes Section 16C.05, Subd. 5 (as may be amended), the USER agrees that the COUNTY, the State Auditor, the Legislative Auditor or any of their duly authorized representatives at any time during normal business hours, and as often as they may reasonably deem necessary, shall have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, etc., which are pertinent to the accounting practices and procedures of the USER and involve transactions relating to this Agreement. Such materials shall be maintained and such access and rights shall be in force and effect during the period of the contract and for six (6) years after its termination or cancellation.

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COUNTY shall be sent to the County Administrator with a copy to the Office of the County Sheriff at the address given below. Notice to the USER shall be sent to the address stated below.

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Copy to: Radio System Manager
Washington County Sheriff's Office
15015 62nd Street North, P.O. Box 3801
Stillwater, Minnesota 55082

USER: City Administrator
3800 Laverne Avenue North
Lake Elmo, Minnesota

USERS, having signed this contract, and the County having duly approved this contract on the _____ day of _____, _____, and pursuant to such approval, the proper County officials having signed this contract, the parties hereto agree to be bound by the provisions herein set forth.

WASHINGTON COUNTY

CITY OF LAKE ELMO

Chair Date
Board of Commissioners

James R. Schug Date
County Administrator

**City of Lake Elmo
Washington County, Minnesota**

RESOLUTION NO. 2009-0004

**A Resolution in Support of the 34th Red Bull Infantry Division and Stillwater-based
34th Military Police Company of the Minnesota National Guard
on its Deployment to Iraq**

WHEREAS: The 34th Red Bull Infantry Division will be a one-year deployment to Iraq beginning on February 13, 2009 with training exercises in the United States and then arrival in Iraq in April 2009; and

WHEREAS: Four Minnesota units including nearly 1,000 service members from throughout Minnesota, of which approximately one-third have had prior service in Iraq, will be included in the deployment to the southern portion of Iraq to command military operations in the area; and

WHEREAS: The Stillwater-based 34th Military Police Company with 166 members will be one of the four units to be deployed in addition to the Rosemount-based 34th Red Bull Infantry Division Headquarter; the Inver Grove Heights-based 34th Infantry Division Special Troops Battalion; and the Rosemount-based 34th Red Bull Infantry Division Band; and

WHEREAS: This is an unprecedented military mission with the 34th Infantry Division leading a force of more than 16,000 service personnel who will be enabling the Iraqi people to take responsibility for their future affairs; and

NOW, THEREFORE BE IT RESOLVED THAT, the Lake Elmo City Council acknowledges with grateful appreciation the sacrifices of the military personnel who are leaving home and loved ones to serve our nation in Iraq; and

BE IT FURTHER RESOLVED, that the Lake Elmo City Council commends the men and women of the Stillwater- based 34th Military Police Company and the three other units of the 34th Red Bull Infantry Division for their dedication to the success of its mission and the City Council expresses its concern for the safety and well-being of all the service personnel and the sacrifices of their families during this deployment.

ADOPTED BY THE LAKE ELMO CITY COUNCIL on the 20th day of January, 2009.

Dean A. Johnston, Mayor

ATTEST:

Sharon Lumby, City Clerk



Board of Commissioners

Dennis C. Hegberg, District 1

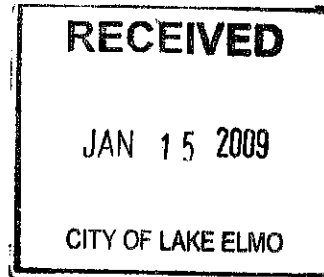
Bill Pulkrabek, District 2

Gary Kriesel, District 3

Myra Peterson, Chair, District 4

Lisa Weik, District 5

January 12, 2009



Mr. Craig Dawson
Administrator
City of Lake Elmo
3800 Lavverne Ave N
Lake Elmo, MN 55042

Dear Mr. Dawson:

The Washington County Board of Commissioners is privileged to be able to recognize the personnel of the 34th Red Bull Infantry Division of the Minnesota National Guard which will soon be deployed to Iraq. In order to acknowledge the call to duty in Iraq, the County Board will adopt a similar resolution to the attached one to tell the soldiers that their service to our country is appreciated and that we are aware of their sacrifices in leaving family, friends, and Minnesota for their deployment.

It is suggested that city councils and town boards adopt similar resolutions in support for the men and women of the 34th Red Bull Infantry Division. The Washington County resolution has been personalized to recognize the 166 members of the Stillwater-based 34th Military Police Company of this Division.

If your city council or town board is able to adopt a resolution in support of the 34th Red Bull Infantry Division's deployment to Iraq, please send your resolution to either of the following persons by the end of January 2009. Both Councilmember Mary McComber of the City of Oak Park Heights and Richard Glasgow of "Dear American Hero" will be collecting the resolutions for a presentation to the Division before their departure for training on February 13, 2009.

Mary McComber
Councilmember
City of Oak Park Heights
14168 Oak Park Boulevard No.
P.O. Box 2007
Mr Craig Dawson Administrator
City of Lake Elmo
3800 Lavverne Ave N
Lake Elmo, MN 55042

Richard Glasgow
Dear American Hero
Box 162
Lakeland, MN 55043

Washington County also uses Commissioners' Service Awards when recognition is suitable for signatures by the full County Board. Please find our Commissioners' Service Award attached for your potential use with appropriate modifications to suit your local unit of government in recognizing the

03V

men and women of the 34th Red Bull Infantry Division. Washington County will prepare a Commissioners' Service Award as well as a resolution.

Please feel free to contact me at 651-430-6213 if you have further questions.

Sincerely,



Gary Kriesel
Commissioner, District 3

Enclosures:

Draft - Washington County Board of Commissioners Resolution
Washington County Commissioners' Award

ITEM: Consider an application from James Dillon and Larry Paul for a variance related to a lot line adjustment at 8190 and 8186 Hill Trail North – R1 zoning – PID 09-029-21-23-0004 and 09-029-21-23-0003.

SUBMITTED BY: Kyle Klatt, Planning Director

REVIEWED BY: Kelli Matzek, City Planner

SUMMARY AND ACTION REQUESTED

The City Council is being asked to consider a variance request from James Dillon to move a property line between 8190 and 8186 Hill Trail North such that the total parcel area of 8186 Hill Trail North is reduced by 470 square feet. Both of these lots are non-conforming with regards to the R-1 and Shoreland District lot area requirement of 1.5 acres per lot, and a variance is required to reduce the size of a lot below its current size. The lot line adjustment requires an administrative approval and will be acted upon once the variance application has been decided by the City Council.

The variance has been requested in order to move the boundary between the two affected parcels to a location that was previously assumed to be the property line before a survey was recently completed for one of the parcels. The applicant has stated a variance is justified because the current owner will not be able to adequately maintain this land due to the difference in elevation between the properties and a retaining wall that was installed in this area.

For variance applications, the burden is on the applicant to demonstrate why this situation is unique and necessitates flexibility to code requirements. To make this case, a variance can only be granted by the city when strict enforcement of the code would cause undue hardship on a property owner. "Hardship" is broken down into the following three components:

- a. *The proposed use of the property and associated structures in question cannot be established under the conditions allowed by the city's zoning regulations and no other reasonable alternative use exists;*
- b. *The plight of the landowner is due to the physical conditions unique to the land, structure, or building involved and are not applicable to other lands, structures, or buildings in the same zoning district; and*
- c. *The unique conditions of the site were not caused or accepted by the landowner after the effective date of the city's zoning regulations.*

In reviewing the request against the three criteria listed above, staff determined all criteria were met, relying on the applicant's statement that not having good access to the strip of property to be transferred (in order to conduct normal maintenance and avoid erosion problems) should be considered a hardship.

ADDITIONAL INFORMATION:

- The Planning Commission reviewed the application and held a public hearing at their January 12th meeting. No one from the public spoke. At such time the commission unanimously recommended (6:0) approval of the application.
- The DNR did not submit any comments concerning the application.

- Valley Branch Watershed District noted that the applicant will need to obtain a watershed permit in order to proceed with the lot line adjustment. The applicant has submitted the appropriate application.

RECOMMENDATION:

Staff recommends that the City Council approve the proposed lot area variance for Larry Paul to allow a lot line adjustment that will reduce the total area of the existing non-conforming property at 8186 Hill Trail North by 470 square feet.

ORDER OF BUSINESS:

- Introduction Craig Dawson, City Administrator
- Report by staff Kyle Klatt, Planning Director
- Questions from the Council Mayor & Council Members
- Questions/Comments from the applicant Mayor facilitates
- Questions/Comments from the public Mayor facilitates
- Call for a Motion
(required for further discussion; does not
imply approval of the motion Mayor facilitates
- Discussion Mayor facilitates
- Action on motion Council

ATTACHMENTS (8):

1. Staff Report
2. Resolution 2009-003
3. Area Map
4. Proposed Survey
5. Application Form
6. Applicant's Narrative
7. Aerial Photograph
8. Comment from Valley Branch Watershed District

City of Lake Elmo Planning Department
Lot Line Adjustment and Variance Report

To: City Council

From: Kyle Klatt, Planning Director

Meeting Date: 1-20-09

Applicant: James and Robbi Dillon; Frederick and Carol Paul

Owner: Same

Location: 8190 Hill Trail North and 8186 Hill Trail North

Zoning: R-1

Introductory Information

Proposed Project: The applicants are seeking to adjust an internal lot line between 8190 Hill Trail North and 8186 Hill Trail North. This property line movement would result in decreasing the lot size for 8186 Hill Trail North which would require a variance as the result would be a more non-conforming lot with regards to lot size. Specifically, the variance being requested is to allow the property at 8186 Hill Trail North to be reduced in size from 19,530 square feet to 19,060 square feet (470 square feet) when a 1.5 acre (65,340 square feet) minimum lot size is required.

Lot Line Adjustment: The applicants are requesting a lot line adjustment due to the topography of the lot and confusion over the location of the internally shared lot line.

Topography

The applicants are seeking to move the internal lot line, in part, due to the existing topography and the location of existing retaining walls which pre-date their ownership of the properties. By allowing the movement of the lot line, the property owners of the southerly property would be able to better access and maintain the walls than that of the northerly property. The proposed placement of the internal lot line would provide the Dillon's the land rights and access to that area so that they may legally continue to maintain the retaining walls as they have for over eighteen years.

Misconception of Existing Lot Line Location

Both property owners were under the understanding that the internal lot line was already in the location they are proposing. This was found to be incorrect when Mr. Paul surveyed his property as part of rebuilding his home after a fire destroyed the original structure.

Variance Request(s):

A simple lot line adjustment could have been administratively processed, however, as the movement of the lot line results in one of the lots being reduced in size to create a more non-conforming situation, a variance is also required.

Both properties are currently legally nonconforming to the minimum lot size in the R-1 zoning district and Shoreland District regulations. Because one of the lots is being proposed to be more non-conforming by being reduced in size, the proposed lot line adjustment will require the following variance:

1. **A 470-square-foot variance** to reduce the size of the existing non-conforming Lot 3 from 19,560 square feet to 19,060 square feet. The proposed area remaining for both affected lots will be well short of the minimum lot size of 65,340 square feet in the R-1 Single Family Residential zoning district and Shoreland District.

A single family residential structure is considered a permitted use for both lots regardless of the lot size since a residential structure has been in existence on the site prior to the City's zoning and subdivision regulations.

Applicable Codes:

Section 153.09 Exceptions to Platting.

Subd. B. Lot line adjustment. A lot line adjustment is a division of land which results in no more than 4 parcels wherein each resultant parcel does not comply with the city's minimum lot dimension and/or public road frontage requirements for the zoning district in which the land is located. [Note: a lot line adjustment is exempt from compliance with all of the platting and subdivision requirements and can be approved administratively by the City].

Section 150.255 Shoreland Standards.

Subd. (B) Lot area; no sewer. The chart outlines that non-sewered riparian lots on recreational development lakes in the R-1 zoning district are required to have a 1.5 acre minimum lot size.

Findings & General Site Overview

Site Data:

8186 Hill Trail North

Existing Lot Size: 0.45 acre (19,530 square feet)

Existing Use: Single Family Dwelling

Existing Zoning: R-1, Shoreland District

Property Identification Number (PID): 09-029-21-23-0003

Legal Description: Lot 3, Block 1, J.L. Cohn Subdivision, Washington County, Minnesota

8190 Hill Trail North

Existing Lot Size: 0.39 acre (16,913 square feet)

Existing Use: Single Family Dwelling

Existing Zoning: R-1, Shoreland District

Property Identification Number (PID): 09-029-21-23-0004

Legal Description: Lot 4, Block 1, J.L. Cohn Subdivision, Washington County, Minnesota

Application Review:

Applicable Definitions:

DWELLING, SINGLE-FAMILY. A residential structure designed for or used exclusively as 1 dwelling unit of permanent occupancy.

HARDSHIP. The proposed use of the property and associated structures in question cannot be established under the conditions allowed by the city's zoning regulations and no other reasonable alternative use exists; that the plight of the landowner is due to the physical conditions unique to the land, structure, or building involved and are not applicable to other lands, structures, or buildings in the same zoning district; and that these unique conditions of the site were not caused or accepted by the landowner after the effective date of the city's zoning regulations.

LOT, RIPARIAN. A separate parcel of land within a designated shoreland area having frontage along a lake or tributary stream.

ORDINARY HIGH WATER MARK OR ELEVATION (O.H.W.). The boundary of public waters and wetlands, and shall be an elevation delineating the highest water level which has been maintained for a sufficient period of time to leave evidence upon the landscape, commonly that point where the natural vegetation changes from predominantly aquatic to predominantly terrestrial. For water courses, the ordinary high water level is the elevation of the top of the bank of the channel. For reservoirs and flowages, the ordinary high water level is the operating elevation of the normal summer pool.

SHORE IMPACT ZONE. Land located between the ordinary high water level of a public water and a line parallel to it at a setback of 50% of the structure setback.

SHORELAND. Land located within the following distances from public waters: 1,000 feet from the ordinary high water level of a lake, pond, or foliage; and 300 feet from a river or stream, or the landward extend of a flood plain designated by ordinance on a river or stream; whichever is greater. The limits of shorelands may be reduced whenever the waters involved are bounded by topographic divides which

extend landward from the waters for lesser distances and when approved by the Commissioner.

**Variance
Criteria:**

An applicant must establish and demonstrate compliance with the variance criteria set forth in Lake Elmo City Code Section 154.017 before an exception or modification to city code requirements can be granted. For ease of review, staff provides a three-part breakdown of the definition of "hardship" in Lake Elmo City code to ensure the requests are meeting the spirit and intent of the ordinance.

1. *The proposed use of the property and associated structures in question cannot be established under the conditions allowed by the city's zoning regulations and no other reasonable alternative use exists.*

The applicant has provided a written narrative that contains the reasons for the request, and which provides a response to the variance criteria found in the City Code. In this case, the two affected property owners have assumed the line between their properties was located in a specific location only to find out after the preparation of a new survey that the line is in a different location. Staff has found that the key factors that make this situation unique verses other potential lot splits in the area are 1) difference in elevation between the homes and, 2) the fact that retaining walls have been built and other improvements made based on the assumed lot line location.

Proper maintenance of this area to be transferred is also a critical aspect to the request since it is located over a natural drainage way between the two properties. It would be very difficult for the "Parcel A" owner to maintain this narrow strip of land because it would be nearly impossible to access from the adjacent higher ground. Without proper maintenance, which the applicant has been performing for many years, the current drainage patterns could create an erosion problem.

There does not appear to be any other options for re-aligning the shared property line in a way that would eliminate the need for a variance.

2. *The plight of the landowner is due to the physical conditions unique to the land, structure, or building involved and are not applicable to other lands, structures, or buildings in the same zoning district.*

As noted above, the applicant has requested a variance because of the topography, retaining walls, and existing vegetation that are unique to this site. If the two properties were located at the same grade with no significant improvements between them, the physical location of the property line would not be as important. The existing alignment of the property line to be moved is also very unusual because it does not intersect the street right-of-way at a perpendicular angle. The proposed lot line alignment is much more logical since it places the line closer to the midway point between each of the residential structures on the lots.

3. *The unique conditions of the site were not caused or accepted by the landowner after the effective date of the city's zoning regulations.*

(cont.)

The subdivision creating the two affected lots was approved long before the City's current zoning regulations were adopted. The retaining wall and other improvements pre-date the present property owners, and helped to further create some confusion over the exact location of the line between the two properties. At some point in the past, the lot sizes would have been conforming to the applicable codes; however, the present lot sizes are significantly smaller than the minimum of 1.5 acres required in an R-1 zone and Shoreland District.

Based on the information provided by the applicant and the staff comments noted above, it appears that the request meets the criterion for the approval of a variance.

**Variance
Conclusions:**

Based on our analysis of the review criteria in City Code, staff would recommend **approval** of the variance request to allow the movement of the internal lot line between 8190 Hill Trail North and 8186 Hill Trail North.

**Resident
Concerns:**

Staff is not aware of any resident concerns surrounding the requested variances. One resident who received notification called city hall to offer support for the application as he would be out of town and could not attend the meeting.

**Additional
Information:**

Neither the watershed district nor the DNR provided comment in support or in opposition to the proposed application. The Valley Branch District Engineer noted that the applicant will need to secure a permit from the watershed district for the lot line change. The applicant's have submitted their application.

Conclusion:

The applicants are seeking approval of the 470 square-foot variance from the lot area requirements of the City's R-1 Zoning District and Shoreland District.

**Council
Options:**

The City Council has the following options:

- A) Approve the variance request which would then permit the administrative approval of the lot line adjustment;
- B) Deny the variance request which would then lead to the denial of the lot line adjustment;

The 60-day review period for this application expires on 2-15-09, but can be extended an additional 60 days if more time is needed.

**Planning
Commission
Rec:**

The Planning Commission reviewed the application and held a public hearing at its January 12th meeting. No one spoke on the application. The commission unanimously recommended (6:0) approval of the application.

Staff Rec: Staff is recommending approval of the variance request to allow a lot line adjustment between the properties located at 8186 and 8190 Hill Trail North that will result in one of the non-conforming parcels to be reduced in area by 470 square feet based on the following:

1. The proposed lot line adjustment cannot be established under the conditions allowed by the city's zoning regulations and no other reasonable alternative use exists.
2. The plight of the landowner is due to the physical conditions unique to the land, and are not applicable to other lands, structures, or buildings in the same zoning district.
3. The unique conditions of the site were not caused or accepted by the landowner after the effective date of the city's zoning regulations.

Denial Motion To deny the request, you may use the following motion as a guide:

Template: Move to deny the requested variance based on the following findings of fact...(please site reasons for the recommendation)

Approval Motion To approve the request, you may use the following motion as a guide:

Template: Move to approve the requested variance based on the following findings of fact...(use staff's findings provided above or cite your own)

cc: James and Robbi Dillon, Co-Applicant
Frederick (Larry) and Carol Paul, Co-Applicant

**CITY OF LAKE ELMO
WASHINGTON COUNTY, MINNESOTA**

RESOLUTION NO. 2009-003

A RESOLUTION APPROVING A VARIANCE FROM THE R-1 ZONING DISTRICT AND SHORELAND DISTRICT MINIMUM LOT SIZE REQUIREMENTS FOR 8186 HILL TRAIL N.

WHEREAS, the City of Lake Elmo is a municipal corporation organized and existing under the laws of the State of Minnesota; and

WHEREAS, James and Robbi Dillon, 8190 Hill Trail North (the "Co-Applicant") and Fredrick and Carol Paul, 8186 Hill Trail North (the "Co-Applicant"), has submitted an application to the City of Lake Elmo (the "City") for a 470 square-foot Variance from the existing lot size at 8186 Hill Trail North to allow the movement of an internal lot line between 8190 Hill Trail North and 8186 Hill Trail North, a copy of which is on file with the City; and

WHEREAS, notice has been published, mailed and posted pursuant to the Lake Elmo Zoning Ordinance, Section 154.017; and

WHEREAS, the Lake Elmo Planning Commission held a public hearing on said matter on January 12, 2009; and

WHEREAS, the Lake Elmo Planning Commission has submitted its report and recommendation to the City Council as part of a Staff Memorandum dated January 20, 2009; and

WHEREAS, the City Council considered said matter at its January 20, 2009 meeting.

NOW, THEREFORE, based on the testimony elicited and information received, the Board of Adjustment makes the following:

FINDINGS

- 1) That the procedures for obtaining said Variance are found in the Lake Elmo Zoning Ordinance, Section 154.017.
- 2) That all the submission requirements of said 154.017 have been met by the Applicant.
- 3) That the proposed 470 square foot variance is to allow the movement of an internal lot line between 8186 Hill Trail North and 8190 Hill Trail North to address the maintenance of retaining walls and drainage way.

- 4) That the Variance will be located on property legally described as Lot 3, Block 1, J.L. Cohn Subdivision, Washington Co., Minnesota.
- 5) The proposed lot line adjustment cannot be established under the conditions allowed by the city's zoning regulations and no other reasonable alternative use exists. *The two affected property owners have assumed the line between their two properties was located in an incorrect location. Previous property owners had made property improvements based on the incorrect lot line location. There does not appear to be any other options for re-aligning the shared property line in a way that would eliminate the need for a variance.*
- 6) The plight of the landowner is due to the physical conditions unique to the land and are not applicable to other lands, structures, or buildings in the same zoning district. The site is unique. *The difference in elevation between the homes, the necessary maintenance of the built retaining walls, and the maintenance of the drainage way to prevent erosion problems make this a unique situation. The lot line adjustment would provide legal access for the southerly property to continue the maintenance of this area.*
- 7) The unique conditions of the site were not caused or accepted by the landowner after the effective date of the city's zoning regulations. *The subdivision creating the two affected lots was approved before the City's current zoning regulations were adopted. Although the lot sizes would have been conforming to the minimum lot size at some point in the past, the two lots are now significantly smaller than the minimum 1.5 acres required in an R-1 zone and Shoreland District.*

CONCLUSIONS AND DECISION

Based on the foregoing, the Applicants' application for a Variance is granted.

Passed and duly adopted this 20th day of January 2009 by the City Council of the City of Lake Elmo, Minnesota.

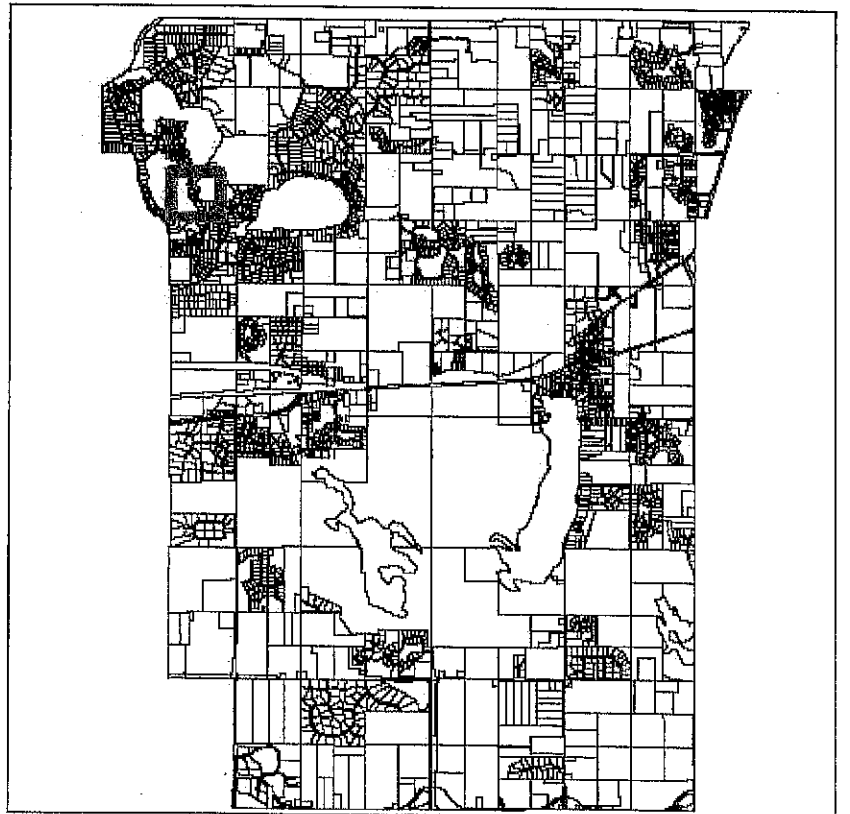
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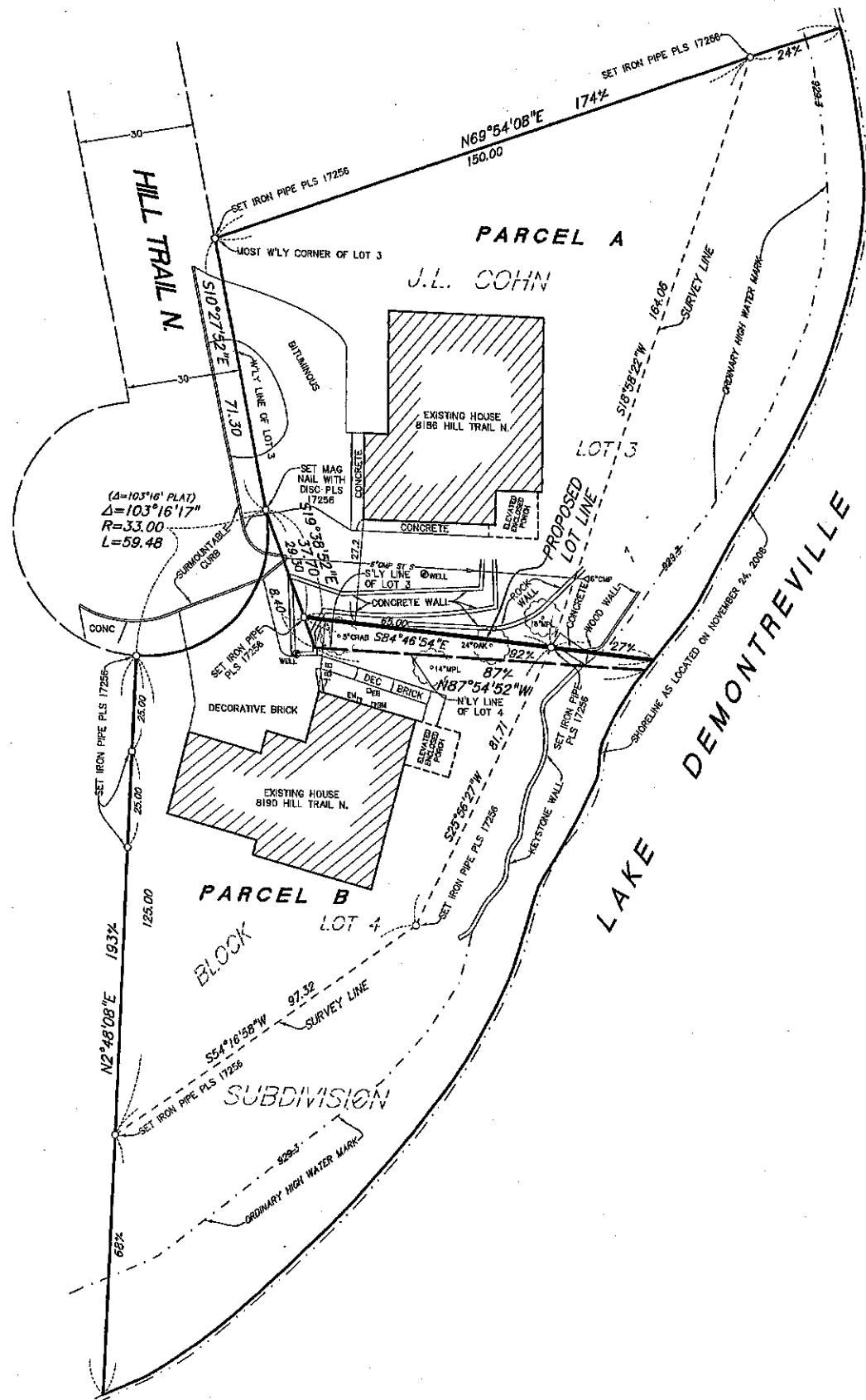
Dean A. Johnston, Mayor

Craig Dawson, City Administrator



8190 Hill Trail North





EXISTING PROPERTY DESCRIPTION

Lot 3, Block 1, J.L. COHN SUBDIVISION, according to the recorded plat thereof, Washington County, Minnesota.

PROPOSED DESCRIPTION OF PARCEL A

That part of the Lot 3, Block 1, J.L. COHN SUBDIVISION, according to the recorded plat thereof, Washington County, Minnesota, lying north of a line described as commencing at the most westerly corner of said Lot 3; thence South 10 degrees 27 minutes 52 seconds East, assumed bearing, along the westerly line of said Lot 3, a distance of 71.30 feet to an angle point in said westerly line of Lot 3; thence South 19 degrees 38 minutes 52 seconds East, along said westerly line of Lot 3 a distance of 29.30 feet to the point of beginning of the line to be described; thence South 84 degrees 46 minutes 54 seconds East a distance of 92 feet more or less to the westerly shoreline of Lake Demontreville and said line there terminating.

EXISTING PROPERTY DESCRIPTION

Lot 4, Block 1, J.L. COHN SUBDIVISION, according to the recorded plat thereof, Washington County, Minnesota.

PROPOSED DESCRIPTION OF PARCEL B

Lot 4 and that part of Lot 3, Block 1, J.L. COHN SUBDIVISION, according to the recorded plat thereof, Washington County, Minnesota, lying south of a line described as commencing at the most westerly corner of said Lot 3; thence South 10 degrees 27 minutes 52 seconds East, assumed bearing, along the westerly line of said Lot 3, a distance of 71.30 feet to an angle point in said westerly line of Lot 3; thence South 19 degrees 38 minutes 52 seconds East, along said westerly line of Lot 3 a distance of 29.30 feet to the point of beginning of the line to be described; thence South 84 degrees 46 minutes 54 seconds East a distance of 92 feet more or less to the westerly shoreline of Lake Demontreville and said line there terminating.

NOTES

- 1.) Visible above ground evidence of utilities is shown hereon per field location.
- 2.) Contact GOPHER STATE ONE CALL at 651-454-0002 (800-252-1166) for precise onsite location of utilities prior to any excavation.
- 3.) This survey was prepared without the benefit of current title work. Easements, appurtenances, and encumbrances may exist in addition to those shown hereon. This survey is subject to revision upon receipt of a current title insurance commitment or attorney's title opinion.
- 4.) Areas:
 Lot 3 = 19,630± Sq. Ft.
 Parcel A = 19,080± Sq. Ft.
 Lot 4 = 16,913± Sq. Ft.
 Parcel B = 17,383± Sq. Ft.
 Part of Lot 3 to be acquired = 470± Sq. Ft.
- 5.) Survey coordinate basis: Washington County Coordinate System.

PROPERTY OWNER INFORMATION

Lot 3:
 Frederick and Carol Paul
 8186 Hill Trail N.
 Lake Elmo, MN 55042
 Phone: (651) 779-0807

Lot 4:
 James and Robin Dillon
 8190 Hill Trail N.
 Lake Elmo, MN 55042
 Phone: (651) 773-9162

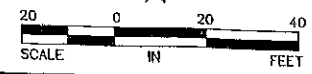
LEGEND

- CMP Denotes corrugated metal pipe
- EB Denotes electric box
- EM Denotes electric meter
- GM Denotes gas meter
- ST S Denotes storm sewer
- CRAB Denotes Crabapple tree
- MPL Denotes Maple tree

I hereby certify that this survey, plan, or report was prepared by me or under my direct supervision and that I am a duly Licensed Land Surveyor under the laws of the State of Minnesota.

Dated this 2nd day of December, 2008.

SUNDE LAND SURVEYING, LLC.
 By: *Scott J. Soudap*
 Scott J. Soudap, P.L.S. Minn. Lic. No. 17256



Revision	By	Date
	BMS	
Drawing Title:		
LOT LINE ADJUSTMENT FOR: JIM DILLON		
SUNDE LAND SURVEYING		
Main Office: 9001 East Bourkeville Freeway (10th) • Suite 118 Bloomington, Minnesota 55420-3435 952-881-2455 (Fax 952-888-8529) North Office: Brooklyn Park, Minn. 763-784-9346		
Project: 2008-279	Blk/Pg: 812/31	Date: 12/2/2008
Township: 28	Range: 21	Section: 09
File: 2008279001.dwg		Sheet: 1 of 1

Fee \$ _____

City of Lake Elmo DEVELOPMENT APPLICATION FORM

- Comprehensive Plan Amendment
- Variance * (See below)
- Residential Subdivision Preliminary/Final Plat
 - 01 - 10 Lots
 - 11 - 20 Lots
 - 21 Lots or More
- Zoning District Amendment
- Minor Subdivision
- Excavating & Grading Permit
- Text Amendment
- Lot Line Adjustment
- Appeal
- Flood Plain C.U.P. Conditional Use Permit
- Residential Subdivision Sketch/Concept Plan
- PUD
- Conditional Use Permit (C.U.P.)
- Site & Building Plan Review

APPLICANT: Frederick Paul 8186 Hill Tr. No. Lake Elmo, Mn. 55042
(Name) (Mailing Address) (Zip)

TELEPHONES: 651-779-0807
(Home) (Work) (Mobile) (Fax)

FEE OWNER: _____
(Name) (Mailing Address) (Zip)

TELEPHONES: _____
(Home) (Work) (Mobile) (Fax)

PROPERTY LOCATION (Address and Complete (Long) Legal Description):
Lot 3, Block 1, J.L. Cohn subdivision, Washington Co., Minnesota

DETAILED REASON FOR REQUEST: See Attachments

*VARIANCE REQUESTS: As outlined in Section 301.060 C. of the Lake Elmo Municipal Code, the Applicant must demonstrate a hardship before a variance can be granted. The hardship related to this application is as follows:
See Attachments

In signing this application, I hereby acknowledge that I have read and fully understand the applicable provisions of the Zoning and Subdivision Ordinances and current administrative procedures. I further acknowledge the fee explanation as outlined in the application procedures and hereby agree to pay all statements received from the City pertaining to additional application expense.

Frederick Paul
Signature of Applicant

12/14/08
Date

Carole A Paul 12-14-08
Signature of Applicant Date

**City of Lake Elmo
DEVELOPMENT APPLICATION FORM**

Fee \$ 725.00

*p.d. ck# 5131
dated 12-15-08
name: Robin
Dillon*

- | | | |
|--|--|---|
| <input type="checkbox"/> Comprehensive Plan Amendment | <input checked="" type="checkbox"/> Variance * (See below) | <input type="checkbox"/> Residential Subdivision Preliminary/Final Plat |
| <input type="checkbox"/> Zoning District Amendment | <input type="checkbox"/> Minor Subdivision | <input type="checkbox"/> 01 - 10 Lots |
| <input type="checkbox"/> Text Amendment | <input checked="" type="checkbox"/> Lot Line Adjustment | <input type="checkbox"/> 11 - 20 Lots |
| <input type="checkbox"/> Flood Plain C.U.P. Conditional Use Permit | <input type="checkbox"/> Residential Subdivision Sketch/Concept Plan | <input type="checkbox"/> 21 Lots or More |
| <input type="checkbox"/> Conditional Use Permit (C.U.P.) | <input type="checkbox"/> Site & Building Plan Review | <input type="checkbox"/> Excavating & Grading Permit |
| | | <input type="checkbox"/> Appeal |
| | | <input type="checkbox"/> PUD |

APPLICANT: James P. Dillon 8190 Hill Tr. No. Lake Elmo, Mn. 55042
(Name) (Mailing Address) (Zip)

TELEPHONES: 651-773-9162 651-770-7896
(Home) (Work) (Mobile) (Fax)

FEE OWNER: _____
(Name) (Mailing Address) (Zip)

TELEPHONES: _____
(Home) (Work) (Mobile) (Fax)

PROPERTY LOCATION (Address and Complete (Long) Legal Description): _____

Lot 4, Block 1, J.L. Cohn subdivision, Washington Co., Minnesota

DETAILED REASON FOR REQUEST: See Attachments

***VARIANCE REQUESTS:** As outlined in Section 301.060 C. of the Lake Elmo Municipal Code, the Applicant must demonstrate a hardship before a variance can be granted. The hardship related to this application is as follows:

See Attachments

In signing this application, I hereby acknowledge that I have read and fully understand the applicable provisions of the Zoning and Subdivision Ordinances and current administrative procedures. I further acknowledge the fee explanation as outlined in the application procedures and hereby agree to pay all statements received from the City pertaining to additional application expense.

James P. Dillon 12-15-08
Signature of Applicant Date

Robin A. Dillon 12-15-08
Signature of Applicant Date

This request for a lot line adjustment between Lots 3 and 4, Block 1, J.L.Cohn subdivision, Washington Co., Minnesota, and any required variance is based on the following reasons.

1. A survey was completed on Lot 3 as part of the issuance of a building permit to rebuild the owners home after a fire destroyed the original structure. This survey placed the lot line between Lots 3 and 4 substantially closer to the home on Lot 4 than either property owner expected. The confusion over this lot line was based on information given to the current property owners by the original property owners, as well as the construction of walls, etc. by the original owners. Due to the confusion arising from the original survey and the information given to the current property owners by the original property owners, a new survey was recently completed (see attached survey to see where the lot line is, and where the property owners are requesting the lot line be adjusted).
2. Due to the topography of the lots, and the placement of walls by the original owners, it is difficult for the owner of Lot 3 to access or maintain that portion of Lot 3 under consideration. Additionally, and due to the information provided by the original owners, the current owners of Lot 4 have maintained, and substantially improved the portion of Lot 3 under consideration for over 18 years. These improvements have included reconstruction of deteriorating walls both on the property and along the shoreline, as well as extensive planting of vegetation and trees. Both of these steps were taken not only to beautify the property, but more importantly, to minimize erosion of the property both overland and along the shoreline. The cost of these improvements to the current owners of Lot 4 have been substantial, to say the least.
3. Adjusting the lot line as requested will more evenly divide the area between the homes on these lots.
4. This lot line adjustment will result in Lot 4 being less nonconforming.
5. Adjustment of this lot line will not change the use or character of the land involved, or the surrounding neighborhood, in fact it will guarantee its preservation.

In closing, I would state that the only reason for this variance request is that it will result in Lot 3 being **slightly** more nonconforming (approximately 2.4%). Further, the owners of both properties are in agreement that allowing this lot line adjustment is a simple, straightforward solution to resolve any confusion or potential future issues regarding that portion of the property under consideration.

Sincerely,

Jim and Robbi Dillon, Applicants and Owners of Lot 4

James A. Dillon *Robbi A. Dillon* 12-15-08

Larry and Carol Paul, Co-Applicants and Owners and of Lot 3

Larry Paul *Carol A Paul* 12-14-08

AERIAL IMAGE

8186 HILL TRL N

8190 HILL TRL N



Kyle Klatt

From: John Hanson [JHanson@barr.com]
Sent: Monday, January 05, 2009 10:42 AM
To: Kyle Klatt
Subject: Dillon/Paul Lot Line Change

Kyle:

Thank you for forwarding to me the Variance and Lot Line Adjustment information for the Dillon and Paul lots. All lot line changes require a Valley Branch Watershed District (VBWD) permit. Please inform the permit applicants to apply for a VBWD permit. A VBWD permit application form can be downloaded from the VBWD's website: www.vbwd.org.

If you or the applicants have any questions, please let me know.

John

John P. Hanson, P.E.
Barr Engineering Company
Engineers for the Valley Branch Watershed District
4700 West 77th Street
Minneapolis, MN 55435-4803

952.832.2622 phone
952.832.2601 fax
651.748.4230 VBWD project office

City Council
Date: 1/13/09
Regular
Item: J-9

ITEM: Review work plan for Wireless Telecommunications Tower Ordinance Update
SUBMITTED BY: Kyle Klatt, Planning Director *Klatt*
REVIEWED BY: Craig Dawson, Interim City Administrator

SUMMARY AND ACTION REQUESTED:

The City Council is being asked to review a proposed work plan related to a project to update the City's Wireless Telecommunications Tower Ordinance. The work plan contains the list of objectives reviewed by the Council at its most recent workshop and includes a schedule for performing the tasks required to draft a new ordinance. A six to seven month process is being proposed that would allow for two public open houses (one to gather information and another to review a draft document) and would provide for at least two meetings for the Planning Commission to review the final document before making a recommendation to the City Council. The proposed schedule allows for some flexibility so that the City could take additional time on the ordinance if it is deemed necessary, but otherwise could be completed well in advance of the moratorium expiration.

RECOMMENDATION:

Staff recommends that the City Council review the proposed work plan and make any revisions as deemed necessary.

SUGGESTED MOTION FOR CONSIDERATION:

Motion:

No motion necessary.

ATTACHMENTS:

1. Proposed Work Plan for Wireless Communications Tower Ordinance Update

ORDER OF BUSINESS:

- Introduction/Report..... Kyle Klatt, Planning Director
- Questions from the Council..... Mayor & Council Members
- Questions/Comments from the public Mayor facilitates

Wireless Telecommunications Tower Ordinance Update – Work Plan
Prepared by the Lake Elmo Planning Department
January 15, 2009

The City of Lake Elmo has adopted a moratorium on the construction of any new wireless telecommunications towers within the City for a period of 12 months. The purpose of the moratorium is to provide the City with additional time to conduct studies and/or to receive engineering input in regard to the effectiveness of the City's current regulations and to ensure that any revisions to the City's current regulations are in compliance with the mandates of the Telecommunications Act of 1996.

The Planning Commission has been asked to update the current ordinance, and will be considering the following objectives as a part of this process:

- Evaluate current trends in wireless communications industry.
- Establish preferred locations for new towers:
 - Using GIS analysis and other available tools.
- Assess community preferences for larger, but fewer towers, or smaller towers that are more densely dispersed on the landscape.
- Provide for a streamlined process when new antennas are co-located on existing facilities.
- Require location on public sites as first option before other sites can be considered.
- Specify design requirements:
 - Determine whether stealth/camouflaged/or other architectural treatments are appropriate in various circumstances.
 - Consider setting a maximum height above surrounding trees/structures.
- Require a conditional use permit for new towers and include them as a specific use on the district charts.
- Identify color preferences for new towers.
- Ensure the revised ordinance does not effectively establish a ban on towers within the City.

The preliminary schedule for accomplishing these objectives is proposed as follows:

Task	Estimated Completion
Background research	3/1/09
- Review model ordinances	
- Review current trends in wireless communications industry	
- Perform analysis of current ordinance	
- Identify and prioritize land and views to be protected	
- Consider outside review of RF issues	

- | | |
|--|------------------|
| Planning Commission review
- Input from planning commission | 3/9/09 |
| Public participation
- Open house no. 1
- Review current rules, present research, discuss options
- Establish community preferences | 3/25/09 |
| Complete first draft
- Based on model ordinances, public input, and Planning Commission feedback
- Planning Commission review of first draft | 5/11/09 |
| Public review
- Open House No. 2
- Presentation of draft ordinance
- Public response to draft | 5/11/09 |
| Planning Commission public hearing
- Consider recommendation to Council | 6/8/09 |
| 2 nd Planning Commission meeting (optional)
- Continue public hearing
- Further review/refinement of draft | July/August 2009 |
| City Council action
- Adopt revised ordinance
- Rescind moratorium | July/August 2009 |

City Council
Date: January 20, 2009
REGULAR
Item: 9.
Motion

ITEM: Review Financing Options for the Street Capital Improvement Program (CIP) and Authorization to Proceed on the 2009 Street Improvements Feasibility Report

SUBMITTED BY: Jack Griffin, City Engineer

REVIEWED BY: Craig Dawson, Interim City Administrator
Ryan Stempski, Assistant City Engineer
Tom Bouthilet, Finance Director

SUMMARY AND ACTION REQUESTED: The city council is being asked to receive options for financing the Street Capital Improvement Program. The council may then be asked to authorize TKDA to proceed with the 2009 Street Improvements Feasibility Report.

The City Engineer will introduce the 5-year street CIP and detail the street improvement process. A breakdown of the local street program and the Municipal State Aid System (MSAS) will be provided.

Ehlers and Associates, Inc. will provide financing options to fund the street program. This will include revenue sources and projected city tax impacts.

Due to the schedule for the 2009 Street Improvements, staff will be recommending proceeding with the feasibility report if the program is to begin in the 2009 construction season.

BACKGROUND:

The Street Capital Improvement Plan historically performed timely improvements to the city's street network. This program included street reconstruction, reclaiming, overlays, sealcoating, and crack sealing. The last project was completed in 2006. Streets that have been identified for improvements have been delayed for 2 years. We recommend that the program be resumed in 2009 and continued in the future to cost-effectively maintain the street network.

RECOMMENDATION:

Initially, staff is looking for direction from council to re-establish the Street Capital Improvement Program.

If directed to proceed, our financial consultant recommends a financing option with a special assessment interest rate that is 2% higher than the related debt interest rate, project costs to be 25% funded by special assessments, and a debt service with 15 year terms.

Furthermore, if the program is to begin in 2009, we recommend that the City Council authorize TKDA to complete the 2009 Street Improvements Feasibility Report.

SUGGESTED MOTION FOR CONSIDERATION

Move to adopt a Street Capital Improvement Plan financing option as recommended by Ehlers and Associates, Inc.

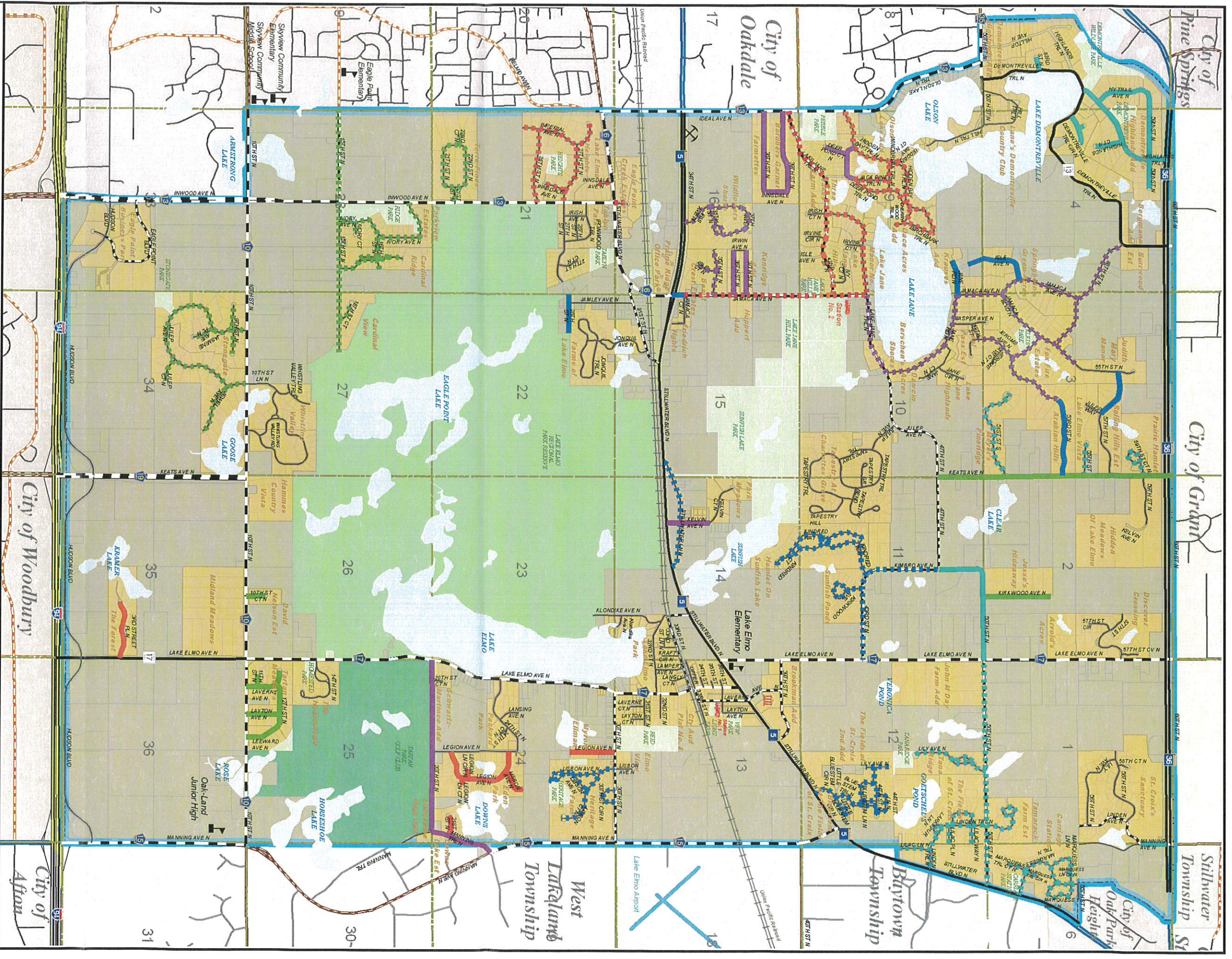
Move to authorize TKDA to complete the 2009 Street Improvements Feasibility Report in the estimated amount of \$9,800.

ATTACHMENTS:

1. 5-Year Street Capital Improvement Plan Map

ORDER OF BUSINESS:

- Introduction Craig Dawson, Interim City Administrator
- Report by staff or other presenter Jack Griffin, City Engineer
Jon North, Ehlers & Associates
- Questions from city council members to the presenter Mayor and council members
- Questions/comments from the public to the city council
(a maximum of three minutes per question/statement) Mayor facilitates
- Action on motion City Council



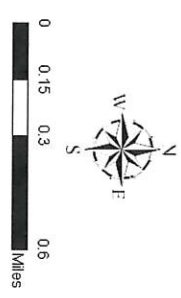
5-YEAR STREET CAPITAL IMPROVEMENT PLAN



- | IMPROVEMENT YEAR | SEALCOAT YEAR |
|--|--|
| — 2009 | - - - - 2009 |
| — 2010 | - - - - 2010 |
| — 2011 | - - - - 2011 |
| — 2012 | - - - - 2012 |
| — 2013 | - - - - 2013 |

- | | |
|--|--|
| | City Hall
3800 Laverne Avenue N
651.777.5510
www.lakeelmo.org |
| | Public Works Building
3445 Mead Ave N
651.233.5414 |
| | Fire Stations
Station No. 1
3445 Mead Ave N
651.773.5886
Station No. 2
4250 39th Ave N
651.773.4832 |
| | Schools |

- | | |
|--|--|
| | Parcels |
| | Subdivisions |
| | City Parks |
| | Golf Course |
| | Lake Elmo Regional Park Reserve |
| | Lakes |



Created By
TKDA
 ENGINEERS • ARCHITECTS • PLANNERS

Map Date: January 2009

City Council
Date: January 20, 2009
REGULAR
Item: 10.
Motion

ITEM: Proposal by Urban Land Institute for City's Participation in Community Research Project

SUBMITTED BY: Craig W. Dawson, Interim City Administrator 

SUMMARY AND ACTION REQUESTED:

The Urban Land Institute, in conjunction with the Family Housing Fund and the Citizens League, has invited the City of Lake Elmo to participate in a project for "creating a protocol for citizens to reach a common understanding of the costs and benefits of development". Three cities will be selected to participate, and each will have discussion groups of 10 to 12 residents. The City's obligations are fairly limited, as identified in the invitation to participate (attached). The City Council should decide whether to Lake Elmo should participate in the project.

BACKGROUND: The proposal (attached) is fairly short and self-explanatory. The ULI and its partners have received funding from the Lincoln Land Institute. The goal of the project is to develop "a practice that, over time, will create a culture around problem-solving for the common good and enlightened self-interest: 1) enabling cities to move forward in meeting changing needs; and 2) with less acrimony and cost." Three selected cities will participate, and the ULI report will identify common themes and findings. A recent development project in each city will be the basis for discussion for each group. Results from individual cities will be shared privately with those cities. The model is similar to one used by the Citizens League in its recent study about property taxes.

RECOMMENDATION: It is recommended that the City Council state that it is interested in participating in the ULI study.

SUGGESTED MOTION FOR CONSIDERATION

Move to approve the City's participation in the Urban Land Institute's study regarding the development of common understandings of development.

ATTACHMENTS:

Urban Land Institute's Letter/Proposal to the City (December 17, 2008)

ORDER OF BUSINESS:

- Introduction
- Report by staff
- Questions from City Council members to staff
- Questions/comments from the public to the City Council
- Action on motion



Urban Land Institute

Minnesota

Executive Committee

John Shardlow, Chair
Colleen Carey, Assistant Chair & Treasurer
Sarah Harris, Immediate Past Chair
Merrie Sjogren, YLG Chair
Karen Dubrosky, YLG Assistant Chair
Ellison Yahner, Communications Chair
Carolyn Olson, Inner City Advisor
Nick Koch, Membership Co-chair
Mary Taylor, Membership Co-chair
John Breilinger, Programs Co-chair
Robert Close, Programs Co-chair
Jay Lindgren,
Transportation & Infrastructure Initiative Chair
Robert Engstrom, ULI Life Trustee
Chris Kennelly, UrbanPlan Chair
David Anderson
Bake Baker
Cecile Bedor
Tom Fisher
Warren Hanson
Mayor Jim Hovland
Curtis Johnson
Mayor Elizabeth Kautz
Mike Logan
Councilmember Ralph Remington
Kevin Ringwald
Carissa Schively Slotterback

Caren Dewar, Executive Director
Pat Arnst, District Council Coordinator

Regional Council of Mayors

James Hovland, Edina, Co-chair
Elizabeth Kautz, Burnsville, Co-chair
Susan Banovetz, Vadnais Heights
John Bergeson, Lino Lakes
Chris Coleman, Saint Paul
Holly Dahl, Lakeville
William Droste, Rosemount
Tom Furlong, Chanhassen
Randy Gilbert, Long Lake
Debbie Goettel, Richfield
Mary Hamann-Roland, Apple Valley
Bill Hargis, Woodbury
Stan Harpstead, Arden Hills
Jack Haugen, Prior Lake
Mary Hershberger Thun, Victoria
Jeff Jacobs, Saint Louis Park
Dean Johnston, Lake Elmo
Craig Klausung, Roseville
Steve Lampi, Brooklyn Park
Steve Larson, New Brighton
Peter Lindstrom, Falcon Heights
Mike Maguire, Eagan
Sandy Martin, Shoreview
Rob Marty, Mounds View
Nick Ruehl, Excelsior
Tom Ryan, Blaine
R. T. Rybak, Minneapolis
Mark Steffenson, Maple Grove
John Sweeney, Maple Plain
Gene Winstead, Bloomington
Phil Young, Eden Prairie

December 17, 2008

Mr. Craig Dawson
City Administrator
City of Lake Elmo
3800 Laverne Avenue N
Lake Elmo, MN 55042

Dear Mr. Dawson:

The Urban Land Institute, the Family Housing Fund and the Citizens League invite the City of Lake Elmo to participate in a project of national importance:

Creating a protocol for citizens to reach a common understanding of the costs and benefits of development.

As the economy and demographics change, cities must change too, but the need for change can be difficult for many to accept. Development projects or plans that are proposed with the intent of serving a greater municipal and/or regional good can be controversial and often are opposed by residents. As a result, cities struggle through bitter and divisive decision-making processes.

Our three organizations have teamed up with the goal of developing a practice that, over time, will create a culture around problem-solving for the common good and enlightened self-interest: 1) enabling cities to move forward in meeting changing needs; and 2) with less acrimony and cost. The importance of this project has been recognized by the Lincoln Land Institute, which has selected it for funding. The results of this project will therefore be published and shared nationally. The project proposal is attached (please

note that it is written using the funders' language and terms).

As noted in the proposal, discussion groups of ten to twelve residents will be convened in three cities of varying size, degree of development, and political values. Residents will be selected for their knowledge of a recently completed controversial development. An actual, recent development project will be used as the basis of discussion for three reasons: 1) so that residents have an experiential base from which to share their views (which yields far more useful information than a theoretical discussion); 2) because evidence will exist for exploring the actual versus perceived costs and benefits; 3) to eliminate any motives that may derive from influencing the outcome of a current development decision. The lessons from each group will be compared to identify common themes and findings. Lessons from individual cities will be shared privately with those cities.

We hope that your city will participate. Participating cities will be expected to:

1. Recruit participants by telephone (the Citizens league will assist and prepare all materials) and arrange for a suitable location for meetings.
2. Participate in pre-meeting survey (anonymously).
3. Provide information as requested about the development and/or citizen involvement process.
4. City staff may choose to attend the citizen meetings, but will participate only if specific questions arise.
5. Participate in a debriefing with all three cities to discuss lessons and next steps.

Just one note: The Citizens League conducted a similar project on property taxes. In the process, a notable, sometimes quite remarkable, improvement in citizens' attitudes toward county government occurred. The Citizens League believes that respectful meaningful processes are fundamental to improving trust in government.

We believe your time will be very well spent. If you would like to participate, please contact Caren Dewar at 612.759.1016 or caren.dewar@uli.org. If you have questions, please contact Stacy Becker at 651.646.5288.

Thanks for your consideration. We hope to get going right after the holidays.

Sincerely,


Caren Dewar

Cc: Sean Kershaw, Executive Director, Citizens League
Elizabeth Ryan, Family Housing Fund
Stacy Becker, Project Director

LINCOLN INSTITUTE OF LAND POLICY

TOWARD A CITIZENS' LEXICON AND PROTOCOL FOR UNDERSTANDING DEVELOPMENT COSTS AND BENEFITS

Economic and community development decisions are among the most contentious of those made by local public officials. Costs and benefits fall unevenly. Equally important for decision-making, the *perceived* distribution of costs and benefits varies considerably— from City Hall, to immediate neighbors, to regional interests, developers, end users and advocates. The lack of a commonly understood set of costs and benefits often results in divisive and protracted battles as perceived interests clash. Moving to a "race to the top" strategy from a "race to the bottom" strategy may be intended to change the quality and nature of investments, but if improved decision-making processes do not accompany it, the strategy may not succeed.

Development and redevelopment decisions are wrapped in the esoteric rules of diverse fields such as finance, transportation, housing, education, and land use planning. As such, the complex rationale behind any given set of development decisions is nearly impossible for the average citizen to understand. What citizens do understand is that their investment in their homes (which in many ways is the full expression of their values and aspirations— their self-identity, status, property rights, community, their biggest financial asset) could be impacted. Local officials often cite "residents" as a key barrier to development decisions; their solution is to "educate" residents. The typical development process includes neither a shared understanding of costs and benefits nor a protocol through which they can be explored. The processes themselves may give rise to NIMBYism.

This research project will produce findings that can be used to develop a citizens' lexicon of costs and benefits as well as a protocol for exploring them. The methodology for developing the lexicon and protocol will build on one tested by the Citizens League in its highly successful Property Tax Facts project. (See www.propertytaxfacts.mn.)

Local officials in Minnesota have struggled for years to explain the complicated property tax system to citizens. In a survey (with a 96% response rate), the Citizens League discovered that citizens overwhelmingly want to better understand the benefits of their taxes—the costs were clear but the benefits were not. Instead of assuming what taxpayers should know, the project asked participants what they wanted to know.

Turning the question "inside out" yielded important information about how to communicate a very complicated subject matter. Evaluations showed that participants learned a great deal. Moreover, attitudes changed, in some cases from hostility toward their county government to support. Based on the participants' input, a web-based information tool for school referenda was created. It was well received and well used (5,000 hits in one week; 85% of respondents said they learned some or a lot, and 54% said it influenced their vote). A more extensive web tool, for use by cities, counties and school districts, is now being developed.

This proposed research project will employ a similar methodology to answer the following questions:

- To what degree are residents' actions and views driven by self-interest? Lack of information? Different sources of information? Distrust of the process or "official" information? Broader neighborhood concerns?
- Which interests do residents identify in development projects, and what are those interests? Whose interests do they believe are the strongest and/or most impacted? Whose interests do they believe should have the greatest importance in decision-making? Whose interests are best served? Where do these interests overlap? Conflict? What factors do residents most identify with on a broader community scale—where do the self and common interests most intersect?
- What information or process would better lead to outcomes identified with the common good?

To obtain this information, discussion groups of ten to twelve residents will be convened in three cities of varying size, degree of development, and political values. Residents will be selected for their knowledge of a recently completed controversial development. An actual, recent development project will be used as the basis of discussion for three reasons: 1) so that residents have an experiential base from which to share their views (which yields far more useful information than a theoretical discussion); 2) because evidence will exist for exploring the actual versus perceived costs and benefits; 3) to eliminate any motives that may derive from influencing the outcome of a current development decision. The lessons from each group will be compared to identify common themes and findings that can form the basis for a lexicon of costs and benefits and a protocol for building a shared understanding of them with residents.

The Citizens League will conduct the project, in partnership with the individual cities, the Regional Council of Mayors formed under the Twin Cities' District Council of the Urban Land Institute, and the Family Housing Fund. The Citizens League provides an asset critical to the success of this project: credibility. It is a nonpartisan organization with no vested interest in the outcome other than improving citizen involvement processes.

The Twin Cities makes an excellent testing ground for this project. As one of the few regions with tax-base sharing and strong metropolitan governance, it has long been viewed as a region that has been able to act on a common basis. Yet it is a highly fragmented region of more than 200 cities (in the seven-county metropolitan area alone, with scores more in the broader thirteen-county MSA). At a recent Citizen League's regional policy conference, leaders from across the region expressed their top priority as building a new more proactive citizenship grounded in a regional identity.

Race to the top strategies will inevitably require some degree of regional cooperation. It is hard to imagine that the greatest net benefit would be produced by executing these strategies solely within the confines of hundreds of individual cities. In the absence of regionally understood benefits of acting in common, important investments such as those envisioned in a race to the top are less likely to be made.