

FILE

City of Lake Elmo  
City Council Workshop  
3800 Laverne Avenue North  
Lake Elmo, MN 55042

August 9, 2011

5:30 p.m. – 6:30 p.m. (?)

Proposed Agenda \*

1. Home Occupation Ordinance
2. City Strategies for Economic Development (If time permitting)
3. Adjourn

*\*\* A social gathering may or may not be held at the Lake Elmo Inn following the meeting \*\**



## MAYOR & COUNCIL WORKSHOP

DATE: 8/9/11

**WORKSHOP**

ITEM #1

**DISCUSSION**

**AGENDA ITEM:** Home Occupation Ordinance

**SUBMITTED BY:** Kyle Klatt, Planning Director

**THROUGH:** Bruce Messelt, City Administrator

**REVIEWED BY:** Planning Commission  
Kelli Matzek, City Planner

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**SUMMARY AND ACTION REQUESTED:** Pursuant to direction from the City Council to further review the proposed Home Occupation Ordinance at a workshop meeting, Staff is requesting that the Council devote a portion of its next workshop to further review of proposed revisions to the Home Occupation Ordinance. The recommended direction/action on this item is as follows:

*“Motion to direct Staff to prepare a formal ordinance amendment for consideration at a future City Council meeting”*

**BACKGROUND INFORMATION:** A more detailed Staff report prepared for a previous City Council meeting is attached for consideration by the City Council. Also attached to this report are two versions of the draft Home Occupation Ordinance:

- One version that represents a summary of proposed ordinance provisions drafted by two members (one existing and one former) of the City Council.
- The version that was recommended for approval by the Planning Commission.

**RECOMMENDATION:** Based upon the above background information and attached staff report, it is recommended that the City Council provide additional direction to Staff by undertaking the following action:

*“Motion to direct Staff to prepare a formal ordinance amendment for consideration at a future City Council meeting”*

**ATTACHMENTS:**

1. Staff report from May 24, 2011
2. Draft Home Occupation Ordinance – Planning Commission Version
3. Draft Home Occupation Ordinance – City Council Version
4. Home Occupation Timeline
5. April 11, 2011 Planning Commission Minutes

**SUGGESTED ORDER OF BUSINESS:**

- Introduction of Item.....City Administrator
- Report/Presentation ..... Planning Director
- Questions from Council to Staff.....Mayor Facilitates
- Public Input, if Appropriate.....Mayor Facilitates
- Council Discussion.....Mayor & City Council
- Council Action/Director .....Mayor Facilitates



# MAYOR & COUNCIL WORKSHOP

DATE: 5/24/11  
**WORKSHOP**  
ITEM #: 2  
**DISCUSSION**

**AGENDA ITEM:** Draft Home Occupation Ordinance

**SUBMITTED BY:** Kelli Matzek, City Planner

**THROUGH:** Kyle Klatt, Acting City Administrator *Kl*

**REVIEWED BY:** Planning Commission

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**SUMMARY AND ACTION REQUESTED:** The City Council is respectfully requested to review the attached ordinances that have been drafted to regulate home occupations and to provide Staff with direction on how to proceed with revisions to the draft Ordinance. In 2004, the City Council gave an outline of information to staff with main topics to be covered under a draft ordinance. Since then, the Planning Commission has revisited and discussed this topic and suggested a departure from the original points supplied by the City Council. At the September 14, 2010 workshop meeting, the City Council was provided the alternate recommendation by the Planning Commission and considered the proposed draft. However, after further discussions, the City Council directed staff to move forward with a draft Home Occupation ordinance which differed from that recommended by the Planning Commission and instead followed the original direction.

The Planning Commission minutes from the update dated April 11, 2011 is attached. The points of concern expressed regarding the original direction are as follows:

- That the ordinance as proposed by the City Council would be too restrictive for certain types of home offices (i.e. those that have customers but otherwise have no other impacts).
- That the proposed ordinance is not business friendly and would discourage new businesses from locating in Lake Elmo.

A point of concern expressed regarding the Planning Commission's recommended ordinance was the impact of traffic from business trips for a home occupation in a more compact residential neighborhood.

**BACKGROUND INFORMATION:** Staff is providing the Council with a Timeline of the Home Occupation Ordinance, 2006 proposed Home Occupation regulations from Council Members Smith and DeLapp and Ordinance No. 08-027.

The main discrepancies between the Planning Commission's recommended Ordinance and the 2006 regulations proposed by Council Members Smith and DeLapp fall upon 9 principle items:

Item	Planning Commission Recommendations	2006 City Council Directions
<b>Classifications</b>	2 Classifications: Home offices and Home Based Businesses	1 Classification
<b>Business Vehicles</b>	3 (to include employees) allowed on site at any onetime for Home Based Businesses. Must comply with city parking regulations	1 pickup truck or van allowed
<b>Equipment</b>	No limit	Limited by those normally found at a residence
<b>On Premise Sales</b>	Home Offices: not permitted. Home Based Businesses: not regulated but limited by customer visits (5 per day)	Not permitted
<b>Employees</b>	Home Office: no non-resident employees. Home Based Businesses: 2 non-resident employees	No non-resident employees
<b>Customer Visits</b>	Home Office: Not permitted. Home Based Businesses: 5 per day	Not permitted
<b>Accessory Buildings</b>	Office/Business allowed to operate within.	Not allowed to operate within
<b>Storage</b>	Within residential/garage/accessory building structures/	Enclosed and limited to 100sqft
<b>Infrequent Sales</b>	Twice a year no more than 3 days in length	Twice a year no more than 6 days in length

**STAFF REPORT:** The Home Occupation Ordinance is currently out of date. It is only referenced in the definition section of the City Code, does not address garage sales or merchandise sales, and provides no review process to evaluate how intrusive a Home Occupation is on surrounding property. Now that more and more individuals are beginning to use Home Occupations, it is becoming a necessity to update Lake Elmo's regulation in order to provide better guidance on the proper usage of Home Occupations.

**RECOMMENDATION:** Based upon the above background information and staff report, it is recommended that the City Council discuss the discrepancies between City Council recommended regulations and those recommended by the Planning Commission. Staff is seeking direction on moving forward with the Home Occupation Ordinance.

**ATTACHMENTS:**

1. Draft Home Occupation Ordinance – City Council Version
2. Draft Home Occupation Ordinance – Planning Commission Version
3. Home Occupation Timeline
4. April 11, 2011 Planning Commission Minutes

**SUGGESTED ORDER OF BUSINESS:**

- Introduction of Item .....Planning Staff
- Report/Presentation .....Planning Staff
- Questions from Council to Staff ..... Mayor Facilitates
- Public Input, if Appropriate ..... Mayor Facilitates
- Council Discussion ..... Mayor & City Council
- Council Action/Director..... Mayor Facilitates

CITY OF LAKE ELMO  
COUNTY OF WASHINGTON  
STATE OF MINNESOTA

ORDINANCE NO. 08-\_\_\_\_\_

AN ORDINANCE ADDING HOME OCCUPATION REGULATIONS TO  
THE CITY CODE

**SECTION 1.** The City Council of the City of Lake Elmo hereby amends Title I: General Provisions; Chapter 11: General Code Provisions, by amending section 11.01 Definitions to eliminate existing definitions as follows:

~~**HOME OCCUPATION.** Any gainful occupation or profession engaged in by the occupant, only, of a dwelling when carried on within a dwelling unit or in an accessory building, provided that no signs other than those normally utilized in a residential district are present, no stock in trade is stored on the premises, that no over the counter retail sales are involved, and entrance to the home occupation is or can be gained from within the structure. Uses include professional office, hairdressing, or teaching limited to 3 students at any time, and similar uses. A **HOME OCCUPATION** shall not be interpreted to include barber shops, beauty shops, tourist homes, restaurants, disorderly house as defined by M.S. § 609.33, Subd. 1, as it may be amended from time to time, or similar uses. No **HOME OCCUPATION** shall be permitted that creates the need for more than 3 parking spaces at any given time in addition to the parking spaces required by the occupants. **HOME OCCUPATIONS** shall not be carried on except between the hours of 7:00 a.m. and 10:00 p.m.~~

**SECTION 2.** The City Council of the City of Lake Elmo hereby amends Title I: General Provisions; Chapter 11: General Code Provisions, by amending section 11.01 Definitions to add the following definitions in alphabetical order with the already existing definitions:

**Garage Sales.** Any isolated or occasional display and sale of used personal property or home-crafted items conducted on residential premises by the occupant of the residential property. Garage sales shall include rummage sales, basement sales, yard sales, porch sales, craft sales, and seasonal boutiques. Garage sales are limited to no more than two (2) sales per calendar year at any one property. Such sale cannot exceed three (3) consecutive calendar days.

**Home Based Business.** A home occupation that does not meet the definition of home office either because it allows non-resident employees, additional parking, or customer visits.

**Home Occupation.** Any occupation, profession or trade engaged in by the occupant of a residential dwelling unit, which is clearly incidental and secondary to the residential use of the premises and does not change the character of said premises. There are two types of home occupations: home offices and home based businesses.

**Home Office.** A home occupation which consists primarily of an office or home crafts. It includes, but is not limited to, receiving or initiating correspondence, such as phone calls, mail, fax, or e-mail; preparing or maintaining business records; word or data processing; and telephone, mail order, and off-premise sales.

**Merchandise Parties.** Private parties held for the purpose of soliciting sales. Merchandise parties shall include but not be limited to Tupperware, Mary Kay, and Avon parties. Merchandise parties shall be limited to no more than six (6) sales per year from a residential dwelling unit.

**SECTION 3. The City Council of the City of Lake Elmo hereby adds 154.112: Land Usage; Chapter 154: Zoning Code, by adding the following language:**

**§ 154.112 Home Occupations.**

(A) **Purpose and Intent.** The City of Lake Elmo recognizes the desire and/or the need of some citizens to use their residences for business activities. The City also recognizes that the use of residences for limited business purposes may result in a reduction of vehicle trips on City streets as well as economic benefit to City residents. It is therefore the purpose and intent of this Section to allow the use of residences for limited business purposes while regulating such business use in a manner that precludes such business use from becoming a nuisance to neighboring residential property owners, and while preserving the distinction between residential and commercial zoning districts.

(B) **Home Based Business and Home Office.** Permits responsive to this Section shall be applicable to Home Based Businesses, but not to Home Offices, as both are defined by Section 150 of this City Code.

(C) **Administrative Enforcement.**

(1) **Home Based Business Permit.** Any Home Based Business shall require a "Home Based Business Permit." Permits shall not run with the land and shall not be transferrable. A complete application, including the signature of the property owner, shall be submitted to the City. The planning department may impose such conditions on the granting of a Home Based Business Permit as may be necessary to carry out the purpose and provisions of this Section.

(2) **Review.** The planning department shall approve or deny Home Based Business Permit applications upon receipt of a complete application. If the permit is denied, the planning department will send a written notice of denial to the applicant. The written notice will indicate the reason(s) for denial and a description of the applicant's appeal rights as indicated in section 31.10

(D) **Home Office Performance Standards.** Home Offices must meet the following Performance Standards:



(1) **Residency.** A full-time resident of the property must conduct the home office.

(2) **Impact on Adjacent Properties.** The Home Office shall have no adverse effect on adjacent properties which shall include but is not limited to traffic or offensive noise, light, odor, dust, electro-magnetic interference or other noxious substances, as may be defined elsewhere in the City Code.

(3) **Exterior Appearance.** There shall be no exterior evidence, including signs advertising the home occupation, that a building is being used for any purpose other than as a residential dwelling or permitted accessory structure.

(4) **Number of Businesses.** More than one Home Office is allowed, however the combined impact shall be considered when evaluating if it meets the requirements of a Home Office.

(5) **Non-resident Employees.** No non-residents may work on the site.

(6) **Customer Visits to Site.** The general public shall not come to the premises in question for purposes pertaining to the conduct of the Home Office.

(7) **Deliveries to Site.** No more than six (6) delivery/pickup trips per week. Delivery vehicles shall not be larger than a typical residential delivery truck.

(8) **Storage.** Any merchandise or stock in trade sold, repaired, or displayed shall be stored entirely within the residential structure, garage, or an accessory building.

(E) **Home Based Business Performance Standards.** Review of applications for Home Based Business Permit and subsequent determinations regarding revocation of a Home Based Business Permits shall be based on the initial and continued compliance of a Home Based Business on the following Performance Standards:

(1) **Residency.** A full-time resident of the property must conduct the business.

(2) **Impact on Adjacent Properties.** The Home Based Business shall have no adverse effect on adjacent properties which includes but is not limited to traffic or offensive noise, light, odor, dust, electro-magnetic interference or other noxious substances, as may be defined elsewhere in the City Code.

(3) **Exterior Appearance.** There shall be no exterior evidence, including signs advertising the home occupation, that a building is being used for any purpose other than as a residential dwelling or permitted accessory structure.

(4) **Number of Businesses.** More than one Home Based Business is allowed, however the combined impact shall be considered when evaluating the terms of the Home Based Business Permit.

(5) **Non-resident Employees.** Not more than two (2) non-residents may work on the site.

(6) **Business Vehicles.** A maximum of three (3) business vehicles may be on site at any time, and the vehicles must be parked off-street at all times. No parking shall replace the required parking of the residents. Said vehicles must be in compliance with section 154.095 in the City Code regarding the maximum size of vehicles permitted to be parked in residential zones.

(7) **Customer Visits to Site.** Permitted only where specified by the Home Based Business Permit, and shall be limited to a maximum of five (5) per day.

(8) **Deliveries to Site.** No more than six (6) delivery/pickup trips per week. Delivery vehicles shall not be larger than a typical residential delivery truck.

(9) **Storage.** Any merchandise or stock in trade sold, repaired, or displayed shall be stored entirely within the residential structure, garage, or an accessory building.

(10) **Off-Street Parking.** When customer site visits are specifically allowed by the Home Based Business Permit, adequate Off-Street Parking must be provided for customers and for those who reside on the premises. All required parking spaces shall be in compliance with section 154.095 in the City Code.

(11) **Hours of Operation.** Home Based Businesses can only have non-resident employees at the site, deliveries to the site, or customer visits to the site between the hours of 7:00 a.m. to 10:00 p.m. seven (7) days a week.

(F) **Exceptions.** Home Occupations do not pertain to Agricultural Sales, Garage Sales, Licensed Residential Facilities, or Merchandise Parties.

**SECTION 4. Effective Date**

This ordinance shall become effective immediately upon adoption and publication in the official newspaper of the City of Lake Elmo.

**SECTION 5. Adoption Date**

This Ordinance No. 08-\_\_\_\_ was adopted on this \_\_\_\_ day of \_\_\_\_\_ 2011, by a vote of \_\_\_\_ Ayes and \_\_\_\_ Nays.

\_\_\_\_\_  
Mayor Dean Johnston

ATTEST:

\_\_\_\_\_  
Bruce Messelt  
City Administrator

This Ordinance No 08-\_\_\_\_ was published on the \_\_\_\_ day of \_\_\_\_\_, 2011.

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

**ORDINANCE NO. 08-\_\_\_\_\_**

**AN ORDINANCE ADDING HOME OCCUPATION REGULATIONS TO  
THE CITY CODE**

**SECTION 1. The City Council of the City of Lake Elmo hereby adds 154.112: Land Usage; Chapter 154: Zoning Code, by adding the following language:**

**§ 154.112 Home Occupations.**

(A) **Purpose and Intent.** The purpose of this section is to maintain the character and integrity of residential areas and to provide a means through the establishment of specific standards and procedures by which home occupations can be conducted in residential neighborhoods without jeopardizing the health, safety, and general welfare of the surrounding neighborhood.

(B) **General Provisions:**

(1) No home occupation shall produce light, glare, noise, odor, vibration, smoke, dust, heat, or hazardous or toxic material shall not be produced, stored, or kept on the premises that will in any way have an objectionable effect upon adjacent or nearby property.

(2) No equipment shall be used in the home occupation which will create electrical interference to surrounding properties.

(3) Any home occupation shall be clearly incidental and secondary to the residential use of the premises, should not change the residential character thereof, and shall result in no incompatibility or disturbance to the surrounding residential uses.

(4) No home occupation shall require internal or external alterations or involve construction features not customarily found in dwellings except where required to comply with local and state fire and police recommendations.

(5) There shall be no exterior storage of equipment or materials used in the home occupation.

(6) Vehicles associated with a home occupation shall be limited to one automobile, pick-up truck, or van on the premises.

(7) The home occupation shall be conducted using only equipment or machinery that is normally found at a residence.

- (8) The home occupation shall meet all applicable fire and building codes.
- (9) There shall be no exterior display or exterior signs which are visible from outside the dwelling.
- (10) All home occupations shall comply with the provisions of the city code.
- (11) No home occupation shall be conducted between the hours of 10:00 p.m. and 7:00 a.m., unless said occupation is contained entirely within the principle building, excluding attached garage space and will not require any off street parking facilities.
- (12) No commodity shall be sold on the premises, excluding party based sales.
- (13) No persons other than those who customarily reside on the premises shall be employed.
- (14) The general public shall not come to the premises in question for purposes pertaining to the conduct of the home occupation.
- (15) All home occupations shall be conducted entirely within the principle dwelling excluding the attached garage space, and may not be conducted in an accessory building.
- (16) The home occupation shall not require storage of over 100 square feet.

**SECTION 2. Effective Date**

This ordinance shall become effective immediately upon adoption and publication in the official newspaper of the City of Lake Elmo.

**SECTION 3. Adoption Date**

This Ordinance No. 08-\_\_\_\_ was adopted on this \_\_\_\_ day of \_\_\_\_\_ 2011, by a vote of \_\_\_\_ Ayes and \_\_\_\_ Nays.

\_\_\_\_\_  
Mayor Dean Johnston

ATTEST:

\_\_\_\_\_  
Bruce Messelt

City Administrator

This Ordinance No 08-\_\_\_\_ was published on the \_\_\_\_ day of \_\_\_\_\_, 2011.

## Home Occupation Timeline

- April 11, 2011 – Planning Commission was updated with City Council’s direction at September meeting
- September 14, 2010 – City Council reviewed recommendation by Commission, directed staff to proceed with Council’s original ordinance direction
- July 20, 2010 – City Council removed the item from the agenda and asked for it to be discussed at a workshop.
- July 6, 2010—City Council tabled decisions for all members to be present.
- June 28, 2010—Planning Commission recommended approval of the Home Occupation Ordinance to the City Council
- April 12, 2010—Planning Commission made the following recommendation with regard to Home Occupations:
  - Home Occupations will be defined by two subtypes: Home Offices and Home Based Businesses.
  - Home Based Businesses should have a Home Based Business Permit that is monitored by the staff using an application procedure.
  - Home Offices should be regulated by performance standards.
  - Exceptions to the Home Occupation Ordinance should include garage sales, licensed facilities, and agricultural sales.
  - A Garage Sale provision should be added to the definition section.
- March 22, 2010—Planning Commission made the following suggestions with regard to Home Occupations:
  - They suggested separate regulations and definitions for home offices and home based businesses and wanted to return to the old planning commission draft as a starting point.
  - Degree of storage should not be limited for any home occupation.
  - Home offices would not have a permit and home based businesses would require a Special Home Occupation Permit.
  - Signs would not be permitted for any home occupation
- March 8, 2010—Planning Commission reopened discussion on the Home Occupation Ordinance
- July 18, 2006—City Council
  - Tabled discussion
- June 12, 2006—Planning Commission made revisions to the recommended ordinance
  - Made the following changes:
    - Degree of storage should not be limited
    - Two non-resident employees are allowed in a home-based business
    - Annual license renewals is not needed
    - Three business related vehicles are allowed at any time (parked off street)
    - Limited visits from 10 to 5 per day
    - Deliveries limited to 6 trips daily
- June 6, 2006—City Council workshop

- Made a draft ordinance
- March 27, 2006—Planning Commission Public hearing
  - Concern over stock and trade being limited because of invasion of privacy
  - Concern over how to address adverse impacts on adjacent property
- March 13, 2006—Planning Commission Public Hearing
  - Discussed Shoreview ordinance
  - Discussed the definition currently in use and suggested splitting it into two categories: home based business, and home office
  - Discussed difference between seasonal and year long businesses
  - Discussed deliveries
- November 14, 2005—Planning Commission
  - Discussed Shoreview Ordinance and created a table
  - Discussed accessory structures
  - Discussed licensing
  - Discussed distinction between land uses
- October 24, 2005—Planning Commission
  - Discussed traffic concerns
  - Discussed exterior visibility of business
- March 14, 2005—Planning Commission
  - Home occupations discussed under a zoning text amendment
    - Was amended to include RR zoning
- February 28, 2005—Planning Commission
  - Set up schedule for March 14, 2005 text amendment, and suggest tabling rest of the issue
- February 7, 2005—City Council, Home Based Business Workshop



Planning Director Klatt said if the city wanted to go to a form based code, parts of this proposed ordinance could change or go away completely. He asked the commission to also review a draft purpose section for each district.

Commissioner Williams suggested keeping Rural Residential and Residential Estate zoning districts separate as they have different lot size requirements.

Planning Director Klatt asked the commission to consider if they would want to see additional land in the Neighborhood Conservation category which allows one and a half acre lots. He said the Comprehensive Plan (NC) currently does not allow for additional properties that are not already guided for NC. He suggested consideration of recreating an updated Open Space Preservation (OP) District. He identified low, medium and high density residential districts with density ranges provided for discussion purposes.

Commissioner Williams said the proposed 3.5 to 6 units is not low density. He said that would exclude anything less than three units per acre and it should be looked at in more detail. He said the R-2 district allows too much variable as a developer will always push for the highest density allowed. He said the VR language is very general, but should include a maximum density.

Planning Director Klatt said the numbers are to start discussions and he has found in his experience that developers go towards the lower end of density requirements while cities push for higher densities to meet objectives.

Commissioner Williams said he thinks mention of public investment in the Mixed Use and Central Business category should be removed as the city should not be making that commitment.

**Business Item – Home Occupation Ordinance Update**

Planner Matzek briefly updated the commission on the previous work done on the home occupation ordinance. She said the City Council received the commission's recommendation, but chose to move forward with their original direction.

Commissioner Fliflet said it does not make sense that the ordinance proposed by the City Council would not allow a tax consultant to do so from home.

Commissioner Hall said the Council proposed ordinance is not business friendly and discourages instead of encourages businesses to locate in Lake Elmo. He asked if the City Council's Economic Development Subcommittee would like any volunteer advisory members.

Commissioner Haggard said her neighborhood is more compact and a home occupation could have a greater impact on her neighborhood, especially if there were multiple businesses on the same road.

Chairman Van Zandt said the city needs to think of who creates the taxes and it is not the people who leave this city.

**Business – Amending Storm Water and Erosion and Sediment Control**

Planner Matzek said the ordinance is proposed to have minor clarifying revisions. She said the AUAR would also have a minor amendment to reflect this new change, but that is a more administrative process.

Commissioner Williams suggested taking out the text “and discretion” from Sections 150.287 B and C.

Commissioner Fliflet suggested the Best Management Practices are subjective and this gives the engineer additional flexibility.

M/S, Bidon/Fliflet, move to approve the changes as recommended by staff.

M/S/P, Williams/Hall, move to amend the motion to remove “and discretion” from Sections 150.287 B and C. Vote: 6:2. Bidon and Fliflet against.

The commission voted on the original motion as amended. Vote: 6:2. Bidon and Fliflet against.

**Business Item – I-94 Stakeholder Meeting (Held March 31<sup>st</sup>)**

Planner Matzek said 36 people attended a stakeholder meeting regarding the area guided for future sewered development south of 10<sup>th</sup> Street. She said the City Engineer and herself presented information on existing conditions and took questions; the meeting went well.

**Updates**

Planning Director Klatt said there were no City Council updates.

**Adjournment**

The meeting was adjourned at 9:05 p.m.

Respectfully submitted,

Kelli Matzek  
Planner

# The Role of the Elected Official

*One of the most important factors in successful economic development is strong, strategic leadership.*

*Your community expects that from you as an elected official. Here are 10 things you should know about economic development to deliver that kind of leadership.*

By Katie McConnell

**E**conomic development is about jobs and future prosperity—two things that local elected officials and constituents take very seriously. Rare is an election speech or a campaign platform that does not focus on the topic, especially in today's economic climate.

With that in mind, it is also a complex policy area that needs long-term vision and commitment and that suffers from urgent calls for results, often for understandable reasons, like high unemployment. This makes economic development especially susceptible to fads and short-sighted programs.

Given the dueling need for patience and pressure for results, *leadership* is consistently identified as a critical factor for success. Particularly needed are strategic elected leaders to help develop and communicate a common vision, provide committed policy and regulatory support, and motivate stakeholders into action.

## Your role as a city leader

Local officials are typically generalists out of necessity—keeping track of issues as varied as parking meters, after-school programs, and redevelopment. With this in mind, to be a leader for economic development, the goal is not to become experts in all the day-to-day details, but instead to occupy roles that maximize the position of elected leaders, and partner with other stakeholders and staff to reach goals.

There is a basic principle that local elected officials should keep in mind when thinking about economic development—there is no magic bullet or one-size-fits-all solution for economic development. Cities and regions have different strengths and weaknesses, and

importing a “best practice” from one community wholesale into another could be a recipe for disaster. What constitutes success will vary from community to community based on different visions and goals.

## Ten things to know

Within this framework, the National League of Cities (NLC) studied successful city practices and interviewed economic development professionals, elected leaders, academics, and business organizations. The goal was to understand the pieces of information and the roles that would be most helpful to local officials. This work produced a list of 10 things elected officials should know about economic development. This list can be useful to local elected officials in helping them initiate conversations with key players in the community about economic development.

The 10 things elected officials should know about economic development are:

**1. Your local economic strengths and weaknesses.** Your community's strengths and weaknesses, such as quality-of-life amenities, infrastructure, and workforce, determine the potential of your community for economic growth. This economic profile lays the foundation for creating a realistic vision and strategic direction for economic success that is unique to your community.

With the assistance of your economic development staff and input from stakeholders, you can identify factors within and outside the control of local government that impact and shape your local economy. Identifying strengths and opportunities is crucial, but local officials

should also pay attention to weaknesses and potential threats.

**2. Your community's place in the broader regional economy.** Competition for tax base and jobs often puts pressure on elected officials to go toe-to-toe with neighboring jurisdictions. The reality is however that local economic success depends on regional economic success. This is particularly true in the global economy where economic competition is from cities abroad. By working together, your region can leverage the collective regional assets versus just what falls between municipal boundaries. With a firmer grasp on how your community fits into the broader region, you're better prepared to work with other jurisdictions to share responsibility for regional economic success.

It is important to note that participating in regional activities for economic development may present some political difficulties with constituents if the local economic benefits are not well communicated. Local officials can work with staff to craft clear, accurate messages about how regional economic success translates into improved employment opportunities, tax base, or amenities to your city and the people who live there.

**3. Your community's economic development vision and goals.** A primary challenge in economic development is choosing among many competing priorities and activities. A clear economic vision and goals are needed to provide a framework for strategically assessing and coordinating these efforts. A well-designed visioning process will surface an array of ideas, opinions, and objectives from a diverse group of stakeholders. An

important role for elected officials is to help bring people to consensus and agreement on a common purpose that provides clear direction for local economic development efforts.

**4. Your community's strategy to attain its goals.** Once the economic development vision and goals are defined, it is important that they guide and determine your city's economic development activities. There are many local activities that can be used to accomplish your city's long-term economic development vision. The types of economic development policies and tools pursued by your community will depend on those permitted by your state, as well as how your local government perceives its role in stimulating private sector economic activities.

Elected officials should also work with their staff to determine a set of expected outcomes, the necessary level of resources (staff and budget) needed to achieve these outcomes, and performance metrics to evaluate and measure them. In the context of short-term political cycles, it may be tempting to stray from the strategy and only consider economic development in terms of traditional, more tangible successes, such as attracting a new, large employer. For this reason, it is important that elected officials and staff agree upon, are committed to, and accurately measure even incremental economic achievements. This will allow political leaders to demonstrate success and champion all the various ways the community supports economic activity.

**5. Connections between economic development and other city policies.**

When crafting economic development policies, it is essential to consider how other city policies support or discourage your economic development goals. The scope of economic development, and the interests and needs of the business community extend well beyond market access and transportation networks. For example, social and professional networks, education institutions, quality-of-life amenities, and housing are all important to your community's economic profile. Additionally, there is an increased recognition that improvements in social and economic equity and the natural environment are critically important to long-term economic success.

**6. Your regulatory environment.** A community's regulatory environment directly impacts the ease of doing business in a city. For businesses, time is money, and regulatory process should allow for timely, transparent, and reliable resolution of issues. If your city's regulatory policies are riddled with delays, confusing and redundant steps, and multiple approval processes, a prospective business may very well choose to locate or expand in another community.

To improve your city's regulatory process, gather input from your business community about their frustrations and experiences. Working with your local chamber of commerce or other local business organizations may be helpful in this process. It is also important to be mindful not to throw the good out with the bad. Not all development is good development, and it is important that your regulatory processes reflect your long-term economic development vision to safeguard against detrimental projects.

**7. Your local economic development stakeholders and partners.** A group of diverse stakeholders within and outside local government contribute to economic development. These include both large and small businesses, economic development organizations, education institutions, chambers of commerce, and many others. Local officials should work with staff to strategically identify who needs to be involved on an economic development project, the resources they bring to the table, and how to leverage the position as an elected official to motivate stakeholders into action.

**8. The needs of your local business community.** It is important for local elected officials to bring the same commitment and enthusiasm to existing businesses as they do to new business prospects. Cities often create incentives or policy packages to attract new employers and celebrate a new company with ribbon cuttings and stories in the local media. By similarly celebrating local business accomplishments, you can show the city's support, increase the business's profile, and draw attention to economic development success stories that often go unnoticed.

Additionally, it is important to reach out and communicate with your local business community. Whether through your local chamber of commerce, organized events, or visiting businesses indi-

vidually, local officials can gather input to help improve local business policies and demonstrate that the community cares about the success of their businesses.

**9. Your community's economic development message.** Strong communication and a compelling message are vital to successful economic development efforts. An economic development message that is based on your community's collective vision and is conveyed by all key stakeholders will establish a consistent community "brand" and competitive identity to the outside world. Local elected officials can use public speeches, interviews, and other communications to rally the community around their economic development message. Presenting a consistent message will also promote confidence in developers, business owners, and others who want to be assured that their investments in your community will have broad support among local leaders, residents, and key partners.

**10. Your economic development staff.** To be an effective leader in economic development, local officials must be informed on the economic development issues facing their region. To stay up to date, local officials should forge a relationship with and communicate regularly with the city's economic development staff. This relationship will allow you to gain a better understanding of the economic position of your city, better articulate goals to constituents and the media, and make more informed policy decisions.

For more details, read *The Role of Local Elected Officials in Economic Development: 10 Things You Should Know*, a new guide produced by the NLC Center for Research and Innovation. This 36-page guide is available on the Economic Development page (under the Find City Solutions tab) of the NLC website at [www.nlc.org](http://www.nlc.org). For more information about the NLC Center for Research and Innovation's work on finance and economic development, contact Katie McConnell using the contact information below.

*Katie McConnell is senior associate, finance and economic development, with the National League of Cities. Phone: (202) 626-3131. E-mail: [mconnell@nlc.org](mailto:mconnell@nlc.org).*

# Growing Jobs in the Metro

*The Regional Council of Mayors, a group of Twin Cities metro area mayors, understands that economic development is key to the vitality of our region and state.*

*The council started the MSP Regional Cluster Initiative to strengthen the economy and grow jobs.*

*By Mayor Gene Winstead of Bloomington*

**A**s mayors, we know that many of our communities' challenges would be solved if all our residents had quality jobs. We would have the resources to reduce crime and increase public safety. We could build and maintain the necessary infrastructure that cities provide. And we would be able to provide all the other services necessary to maintain the highest quality of life for our residents.

In 2009, the Regional Council of Mayors (RCM)—a group of mayors from 41 metro cities—launched a two-year effort called the MSP Regional Cluster Initiative. The goal is to strengthen the economy and grow jobs in the Twin Cities metro region. RCM is collaborating with the private, public, and academic sectors to carry out its work. Partners include Urban Land Institute, University of Minnesota Humphrey School, the Minnesota Department of Employment and Economic Development, and BioBusiness Alliance of Minnesota.

## **The 'cluster' advantage**

A "cluster" is defined as a geographical concentration of related companies within a particular industry that leverages regional assets and existing economic strengths to grow a competitive edge. The employment in these regional clusters outpaces the average share of jobs in the U.S. economy. Research has shown that businesses that are part of an economic cluster register a higher growth rate in the number of jobs, wage levels, and quantity of patents. Regions with strong cluster environments tend to attract new industries wishing to take advantage of this incubator for economic growth.

Harvard Business School Professor Michael Porter developed a rating system that identifies clusters that excel in the sale of goods and services. A highly rated cluster means that there are businesses in that sector that are selling goods and services outside of the local region to the rest of the nation and the world.

Minnesota ranks high in the design and manufacture of medical devices. Medtronic, Boston Scientific, and St. Jude Medical are examples of the many companies that make the medical device cluster so dominant in the Twin Cities area. Minnesota's medical device cluster possesses the highest per capita and annual payroll of any state in the nation for that industry. It also boasts high rates of innovation and entrepreneurship. As a result, Minnesota is known as a national leader in the medical device industry.

Other strong clusters in Minnesota are the printing and publishing, analytical instruments, and lighting and electrical equipment industries. Clusters that are growing in strength include plastics, chemical products, and biopharmaceuticals. The entertainment cluster is also gaining ground, perhaps owing to the metro's strength in the creative and cultural arts. On the other hand, we have seen a slight decline in the distributional service and financial services sectors in Minnesota, clusters that were previously highly rated but are now declining.

## **Goals of the initiative**

The RCM's MSP Regional Cluster Initiative is currently three-quarters of the way through the process. The initiative has four main objectives:

**1. Conduct research on the importance of clusters and corporate headquarters**

**concentration as regional economic growth engines.** The purpose of this is to identify regional strengths and advantages so that we can "rev up" the regional economic growth engine. RCM researched the medical device cluster through interviews with industry leaders to determine what it would take to strengthen and allow the cluster to grow. It also became apparent in RCM's analysis of the region that we have a strong concentration of corporate headquarters for Fortune 500 companies. This concentration cannot be defined as a cluster because it is composed of many different types of industries.

## **2. Deepen linkages with regional initiatives to increase economic growth.**

This can be accomplished by identifying partnerships on a local, regional, and state level to help facilitate the growth of individual businesses and their industries. There are other organizations working on economic development that will complement RCM's research, including the Regional Economic Development Partnership, Itasca Project, and many others.

**3. Convene an industry-led medical device cluster board.** Cluster boards help to concentrate efforts in a particular area in order to build on strengths. To meet this objective, RCM helped to facilitate the formation of an industry-led medical device cluster board that is defining how to help the region. Other areas around the country have already formed medical device cluster boards to cut into Minnesota's market share; it only made sense to develop a concerted effort to respond to that threat.

**4. Recommend action plans and strategies for local, state, and federal government**

that retain, attract, and grow regional economy. RCM is working on recommendations for action plans and strategies for local, state, and federal government to help clusters survive and thrive.

### **Accomplishments**

RCM accomplished a great deal during the first year of the MSP Regional Cluster Initiative. Ten competitive trade clusters were identified in the metro area. We narrowed them down to three clusters for further research, outreach, and engagement. These three were the medical device, financial services, and distribution services clusters. Mayors from RCM interviewed the CEOs of these organizations to identify the strengths and opportunities in their industry and build partnerships with them. This experience was invaluable in terms of getting to know the CEOs and how RCM can assist them down the road. Following the interviews, RCM selected two areas for further action—the medical device cluster and the corporate headquarters concentration.

In the second year of the project (2010-2011), RCM integrated the Regional Cluster Initiative into the MSP Metropolitan Business Plan as one of its five growth strategies. As mentioned earlier, RCM formed an industry-led medical device cluster board to identify and address common areas of concern among the companies. Chief among the group's concern was the lack of clarity concerning federal regulations, and the potential for stricter government oversight and scrutiny combined with more complicated and lengthy timetables for approvals.

There is no guarantee that the medical device industry will remain a major driver in Minnesota's economy. Over the next decade, the industry will face tough competition from emerging markets abroad. But mayors can be strong third-party advocates for these businesses to help them maneuver state and federal regulations. The medical device cluster board is an example of an authentic, results-driven collaboration that is utilizing public leadership to drive participation and push for action.

Also in the second year of the Regional Cluster Initiative, RCM expanded the regional mayor interviews to corporate headquarter CEOs in order to understand their key drivers. Mayors

spoke to CEOs and key senior executives from companies such as 3M, Best Buy, General Mills, and others. They said that while inconsistent processes, regulations, and taxes still present challenges, those are secondary issues for the CEOs. What is more important to them is developing a strong talent pool in Minnesota. Preparing high school graduates for college, and college graduates for the workplace are key priorities for these CEOs.

The RCM mayors also learned that the University of Minnesota has been, and continues to be, an engine for economic growth in this region. We must invest in university-based research to keep the edge that it provides to our economy.

The CEOs said that Minnesota's quality of life is a clear advantage for retaining quality employees. Corporate recruits as well as businesses looking to expand tend to shy away from Minnesota because of the winter weather, but those who do come tend to stay in the state because of our high quality of life. We must do a better job of communicating the Minnesota advantage outside of the state.

### **Lessons learned for city leaders**

We mayors realized that we must focus on being third-party advocates for our local businesses. Because of our role as public leaders, we're in a unique position to help business leaders coordinate with initiatives and programs tied to policy-makers in St. Paul and Washington, D.C.

But there is even more that we can do. We need to integrate the findings of the MSP Regional Cluster Initiative report into our local, regional, and state economic development plans. We should connect with partners such as the Urban Land Institute and the University of Minnesota to carry out the action plans coming out of the report.

We must also build on the corporate outreach momentum that we have already established with our local CEOs. Many times there are small things that we can do as mayors in our local communities that matter greatly to these CEOs. We should stay in touch with them by reporting back on our findings and maintaining meaningful dialogues so that they know they have a trusted ally in their public sector leaders.

In addition, we must not set aside talk of clusters. We should encourage the creation of other regional cluster boards like the one developed for the

medical device industry. We should also advocate for the inclusion of cluster-based economic development for state and regional strategies.

### **Looking to the future**

RCM is currently wrapping up work on the Regional Cluster Initiative by producing a case study that captures the common themes from the research. The case study will make recommendations on policies and strategies that can strengthen the local economy and grow jobs in the metropolitan area.

Who will be our next 3M or Medtronic? The next Fortune 500 companies in our region will likely emerge from existing small to medium-sized businesses. They are where our greatest job growth and innovation is going to materialize. So how do we create an environment that fosters innovation and entrepreneurship among these companies? And how do we complement all of the other work being done by others so that they can grow from entrepreneur into a major entity?

To drive economic development, the Twin Cities metro needs to be a region that fosters innovation and is willing to help entrepreneurs via early and long-term financing, research, legal expertise, business consulting, job training, and other resources. Also, we must invest in programs focused on jobs, housing, transportation, and sustainable growth to help these businesses thrive in a global marketplace.

The Regional Cluster Initiative has shown us that by leveraging our strengths in certain key industries; collaborating with the public, private, and academic sectors as well as other regional economic development initiatives; and serving as a catalyst for action, cities can continue to support our current Fortune 500 companies while actively growing our next wave of these businesses in the Twin Cities metro. Our success in this endeavor will allow us to strengthen the economy and grow jobs, creating better cities and an even more globally competitive region.

*Gene Winstead is the mayor of Bloomington and has led the MSP Regional Cluster Initiative during the last year. Phone: (952) 563-8782. E-mail: gwinstead@ci.bloomington.mn.us.*

# Signs of Recovery, but Cities Still Hurting

By Christiana McFarland

Cities continue to confront the fallout of the recession, although some signs point to business and economic activity improving, according to a National League of Cities (NLC) survey of actions and perceptions of city officials. Responses to the Local Economic Conditions survey, the first in a multi-year tracking effort, highlight the continuing challenges posed by the recent recession and also, in a number of instances, mirror national indicators of turn-around and stabilization in the U.S. economy.

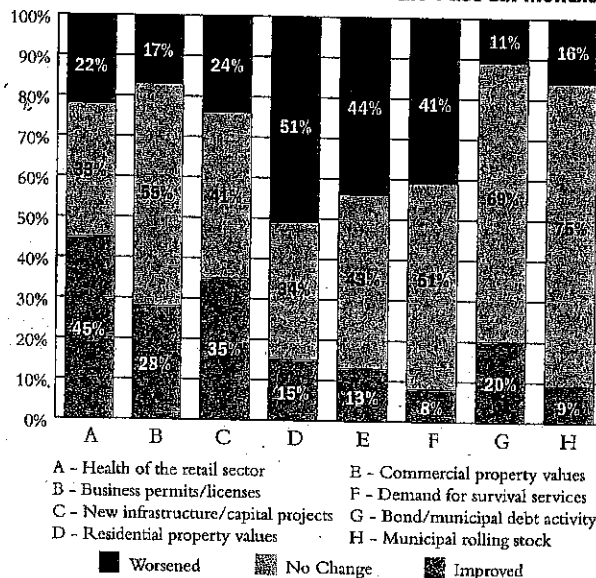
In good news, 45 percent report that the health of the retail sector is improving, and 28 percent report that business permits and licenses are improving. Additionally, more than one in three officials (35 percent) report increased investments in new infrastructure and capital projects during the past six months.

Despite these glimmers of hope, the impacts of the recession are still hitting local economies hard. More than one in two (51 percent) officials report that residential property values have worsened over the past six months, 44 percent report that commercial property values have worsened, and 41 percent report that the demand for survival services, including food banks and shelters, has worsened.

In the face of these hardships, municipal bond activity (89 percent reporting no change or improving) and municipal rolling stock (85 percent reporting no change or improving) have remained notably stable in cities across the country.

Looking to the future, city officials report that small business development (54 percent), transportation infrastructure (49 percent), education/workforce training (31 percent), and housing and

Local Economic Conditions Over the Past Six Months



A - Health of the retail sector  
 B - Business permits/licenses  
 C - New infrastructure/capital projects  
 D - Residential property values  
 E - Commercial property values  
 F - Demand for survival services  
 G - Bond/municipal debt activity  
 H - Municipal rolling stock

■ Worsened    ■ No Change    ■ Improved

neighborhood development (25 percent) are the areas most in need of investment to help generate economic growth.

When asked about international sources of growth, 83 percent say that expanding trade opportunities and attracting foreign investment are important to the success of their local economy.

The Local Economic Conditions survey is the first in a new series from NLC's Center for Research and Innovation. The purpose of the survey series is to provide a parallel track to NLC's 25-year survey on City Fiscal Conditions.

"Our work on city fiscal conditions has shown over the years that there is, approximately, a two-year lag between economic shifts and impacts on local revenues," said Chris Hoene, the center's director. "We hope this new survey series will help us better report on and predict changing economic and fiscal circumstances in cities."

NLC's design and analysis of the survey included collaboration with researchers at the Maxine Goodman

Levin College of Urban Affairs at Cleveland State University and the College of Urban Planning and Public Affairs at the University of Illinois at Chicago. The next iteration of the survey is planned for late summer.

For the survey, a random sample of 1,100 local officials from different cities across the country was drawn from the NLC database of municipal officials. The survey was e-mailed to all of the officials in the sample in late January 2011 and responses were collected in February and March. A total of 271 valid responses were received and tabulated, resulting in a 25 percent response rate.

With this response rate, it can be expected with a 95 percent degree of confidence (i.e., in 95 out of 100 random sample surveys) that the answers to the survey questions from another random sample of municipal officials would be within 5.1 percentage points (+/- 5.1 percent) of the results of this survey.

For more information about the survey, contact Christiana McFarland using the contact information below.

Christiana McFarland is program director of finance and economic development with the National League of Cities' Center for Research and Innovation. Phone: (202) 626-3036. E-mail: [mcfarland@nlc.org](mailto:mcfarland@nlc.org).

# Economic Development and Data Practices

By Scott M. Kelly

**M**any cities offer financial incentives to attract and retain businesses within their communities. As part of the application process, cities can collect a tremendous amount of information, some rather sensitive, about those seeking assistance.

The businesses providing that information often expect the city to keep the information private. However, the business owner doesn't get to decide what's considered private. In most cases, neither does the city because state law outlines what information is private and what is public.

**Data Practices Act.** The Minnesota Government Data Practices Act (MGDPA) is a series of state laws intended to balance the public's right to know what their government is doing; individuals' right to privacy regarding government data created and maintained about them; and the government's need to function responsibly and efficiently. All cities must comply with the MGDPA, as do other city-related entities such as economic development authorities (EDAs), housing and redevelopment authorities (HRAs), and port authorities.

The MGDPA establishes a presumption that government data is public *unless* there is a federal law, a state statute, or a temporary classification that specifically classifies that type of data as "not public." Therefore, most of the records and other information maintained by cities are accessible by anyone for any reason.

However, there are a few exceptions that may apply to the materials collected through an economic development program. Either way, it is important for city staff to make these distinctions clear before someone applies for assistance.

**Data about assistance requested.** The following types of information, when submitted to a government entity by a business requesting financial assistance (or other benefit financed by public funds), is considered not public data:

- Financial information about the business (including credit reports).
- Financial statements.
- Net worth calculations.
- Business plans.
- Income and expense projections.
- Balance sheets.
- Customer lists.
- Income tax returns.
- Design, market, and feasibility studies that are not paid for with public funds.

Any other information provided in support of the request for assistance is presumed to be public data.

**Data about assistance received.** When a business receives assistance (or other benefits), only the following information remains not public:

- Business plans.
- Income and expense projections (that are not related to the assistance provided).
- Customer lists.
- Income tax returns.
- Design, market, and feasibility studies not paid for with public funds.

If an applicant does not receive assistance or benefits, all of the data classified not public when the assistance was requested will remain not public.

**Copyrighted documents.** Cities often receive documents protected by the Federal Copyright Act. For example, a company looking to expand its operations may include copyrighted blueprints as part of its application for financial assistance. Since individuals may generally inspect and receive copies of public government data, city officials worry about the possible consequences when the data requested is copyrighted. Although the data may be public, the city should not release copyrighted data without permission, as that release could infringe on the copyright owner's rights. Inspection of copyrighted data may be permissible, but copying (at least without the owner's permission) is not.

**Trade secrets.** A "trade secret" is data that is supplied by an individual or organization that has made reasonable efforts to maintain the secrecy of the data. The data is considered to have independent economic value because it is not generally known by others who could profit from its disclosure. Trade secrets may include formulas, patterns, compilations, programs, devices, methods, techniques, and processes.

Trade secrets may be classified as not public data, but this determination needs to be applied narrowly, on a case-by-case basis. The city bears the burden of proving that the data at issue is, in fact, a trade secret.

**Security information.** Security information is government data that, if disclosed, would be likely to substantially jeopardize the security of information, possessions, individuals, or property against theft, tampering, improper use, illegal disclosure, trespass, or physical injury.

What it means to "substantially jeopardize" security is not clearly defined and as a result, cities do have some discretion in making the determination. As a general rule, when determining whether to withhold data under the security exception, city officials cannot rely on a general security risk, but rather must know of a *specific* risk to a *specific* individual or business. This must be done on a case-by-case basis and the city must document and be able to support its position.

The MGDPA and its impact on city operations is discussed in greater detail in the League of Minnesota Cities information memo, *Data Practices: Analyze, Classify & Respond*, available at [www.lmc.org/media/document/1/datapractices.pdf](http://www.lmc.org/media/document/1/datapractices.pdf).

Scott Kelly is a staff attorney with the League of Minnesota Cities. Phone: (651) 281-1224. E-mail: [skelly@lmc.org](mailto:skelly@lmc.org).



# New Police/Fire Staffing Challenges

By Rob Boe and Laura Kushner

**S**taffing issues in police and fire departments have never been easy. And, it's a good bet they're about to get even harder with an aging population and the challenges of a new generation of workers. If your department has not already started to see the effects of these demographic trends, odds are good that you will see them in the very near future.

Minnesota, like most of the nation, is "going gray." According to the Minnesota Department of Human Services (DHS), one out of every four Minnesotans (1.2 million people) will be over age 65 by 2030. According to the DHS, this "senior boom" will fuel the market for senior goods and services, and will produce the largest group ever of healthy active older persons with the time and energy to pursue leisure activities, volunteer opportunities, and work. This generation of seniors will also take time to "provide comfort, tell a story, and bind us together." That's the good news.

Here's the bad news. While the next generation of retirees will likely be healthier and more active than ever before, they will still have needs that are likely to strain the services provided by police and fire departments. For example, they are likely to have more medical emergencies. Often, these emergencies will be relatively minor such as someone has fallen and needs help getting back into bed. The city will have to decide the best method and the best staffing to safely handle these types of calls while still keeping department and city budgets balanced.

**Aging workers.** To add a second layer of complexity, keep in mind that your police and fire workforce will be aging too. Some cities have already seen a significant segment of their employee population retire; others anticipate it happening in the next few years.

Statistics tell us that the public sector is older than the private sector, so we

are likely to lose more of our workforce faster than the private sector. This could cause a significant "experience drain," and cities will need to rely on the next two generations of workers to staff city departments and move into leadership roles. These two generations are Generation X (born between 1965 and 1977) and the Millennials (born between 1978 and 2000).

**The next generation.** How will these upcoming generations affect public safety departments? The first thing to consider is the different ways of viewing work and careers. Baby Boomers (born between 1946 and 1964) are often viewed as workaholics with a "do-whatever-it-takes" mentality. The next two generations tend to view work somewhat differently. Their view is not necessarily wrong—it's just different.

Generation Xers are more likely to question the purpose of a task, and whether or not it is really necessary. Millennials don't want to waste time working for an employer that doesn't help them fulfill their career goals. Both generations have a strong inclination to balance their work and personal lives and will seek jobs that allow for such balance.

Let's apply these views to your typical fire call. Over time, the number of actual fires has decreased substantially as more stringent fire and building codes have been enacted, and prevention efforts have improved. Most "fire calls" today are actually for a medical issue or may even be a false alarm.

When the dispatcher puts out the call, the Generation Xer may wonder, "Am I really needed at this call or is my time better spent helping my child do homework?" The Millennial may be wondering, "Will this call provide me with any significant training opportunity, or will I just have to wash the truck again?" Perhaps the time is better spent volunteering at the soup kitchen where he or she gets to lead a team of workers.

**Retaining younger workers.** Is there anything we can do to make sure this new generation of workers is recruited, engaged, and productive in the city workforce? Yes, but it won't be easy and it will involve some creative thinking.

One option might be accommodating firefighters with family obligations by reducing the number of required calls per month in exchange for additional scheduled work (e.g., duty crews, inspections, or station maintenance). This scheduled work could free up some ongoing responsibilities for those who have more flexible schedules and can respond to more calls. Or, how about a system whereby certain firefighters are only required to respond during certain days of the month?

In terms of professional growth needs, consider ways the city can give appropriate feedback to the next two generations to reinforce that they are wanted and needed in public safety jobs. Could police departments consider "growth assignments" that allow police officers to learn new skills? These could include short-term assignments to assist other city departments—technology, finance, building inspections, administration—or even to help other cities or government agencies. Could supervisors ask during an annual performance evaluation, "What policy or scheduling changes could we make that would help keep you interested in working here?"

While the future is uncertain, change is inevitable. The departments that start looking to the future instead of fighting it will be the ones that make the smoothest transitions.

*Rob Boe is public safety project coordinator with the League of Minnesota Cities. Phone: (651) 281-1238. E-mail: rboe@lmc.org. Laura Kushner is human resources director with the League of Minnesota Cities. Phone: (651) 281-1203. E-mail: lkushner@lmc.org.*

FILE

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

August 9, 2011

7:00 p.m.

- A. CALL TO ORDER
- B. PLEDGE OF ALLEGIANCE:
- C. ATTENDANCE: \_\_\_ Johnston \_\_\_ Emmons, \_\_\_ Park \_\_\_ Pearson \_\_\_ 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. ACCEPT MINUTES:
  - 1. Accept July 19, 2011 City Council Minutes
- 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.
- 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. Renewal of Lease Agreement Regional for Lake Elmo Arts Center
  - 4. Authorization Animal Control Service Joint Powers Agreement w/Washington County Sheriff's Office
  - 5. Approval of Carpet Cleaning Services for City Hall and Fire Hall
  - 6. Consideration of Adoption of Medical Restrictions Policy
- J. REGULAR AGENDA:
  - 7. Adopt Bureau of Criminal Apprehension's (BCA) new Master Joint Powers Agreement; Resolution No. 2011-030
  - 8. Second Quarter 2011 Financial Report
  - 9. Minnesota Blue Star Award Program – Receipt and Presentation of Award to the City, Resolution No. 2011-31

10. Update on "No Wake Zone" Provisions on Area Lakes
11. No Parking Signs on Marquess Avenue by Carriage Station Park;  
Ordinance No. 08-052
12. Hotel/Motel Water Rates-Discussion & Proposed Ordinance No. 08-050
13. Update on Municipal Library Services
14. Stop Sign located at South West Corner of 47<sup>th</sup> Street and Kimbro;  
Ordinance No. 08-053

K. REPORTS AND ANNOUNCEMENTS:

(These are verbal updates and do not have to be formally added to the agenda.)

- Mayor and City Council
- Administrator
- City Engineer
- Planning Director

L. Adjourn

\*\* A social gathering may or may not be held at the Lake Elmo Inn  
following the meeting \*\*

City of Lake Elmo  
City Council Meeting Minutes

July 19, 2011

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

PRESENT: Mayor Johnston and Council Members Emmons, Park, Pearson and Smith

Also Present: Administrator Messelt, Attorney Snyder, City Engineer Bohrer, Planner Matzek, Fire Chief Malmquist, Joe Rigdon, KDV, and City Clerk Lumby

APPROVAL OF AGENDA:

*MOTION: Council Member Smith moved to Approve the July 19, 2011 City Council Agenda as amended by moving Item #11 before meeting minutes and add Item 10.5 Welcome Monument sign. Council Member Park seconded the motion. The motion passed 5-0.*

ACCEPTED MINUTES:

The July 5, 2011 City Council minutes were accepted as amended by consensus of the City Council.

PUBLIC COMMENTS: None

CONSENT AGENDA:

MOTION: Council Member Emmons moved to approve Agenda Items 2-10 with the exception of Item 9 as presented on the Consent Agenda. Council Member Pearson seconded the motion. The motion passed 5-0. (Council Member Pearson abstained on Agenda Items 6, 7, and 8-Electrical Inspections)

- Approve payment of disbursements and payroll in the amount of \$225,848.80
- Authorize Partial Payment No. 1 in the amount of \$69,076.00 to be paid from the Street Maintenance Fund for the 2011 Seal Coat Project
- Accept the work for the 2010 Street and Water Quality Improvement Project and authorize payment No. 4 (Final) in the amount of \$23,965.29 to T.A. Schifsky and Sons, Inc. to be paid from the Project Fund for the 2010 Street and Water Quality Improvements Project
- Authorize Partial Payment No. 1 in the amount of \$159,318.32 to be paid to Hardrives, Inc. from the Project Fund for the 2011 Street and Water Quality Improvements Project
- Adopt Ordinance No. 08-048, An Ordinance amending Chapter 151 by adding the Minnesota Electrical Act to the Lake Elmo City Code

- Adopt Electrical Inspection Services Agreement with Joseph Wheaton, Wheaton Inspections, as presented
- Adopt Ordinance No. 08-049 amending 2011 to include Fee Schedule for Electrical Inspections
- Approve selection of Focus Engineering for City Engineering Services

REGULAR AGENDA:

Recognition of James Sachs for over 30 Years of Service

The City Council recognized James Sachs for his over 30 years of service to the community and the Lake Elmo Fire Department. Over the span of his career, Jim held the positions of Firefighter, Captain and Assistant Chief.

2010 Audit Presentation

Steve McDonald from Abdo, Eick and Meyers presented the 2010 Annual Financial Report with a management letter.

*MOTION: Council Member Pearson moved to accept the 2010 Year End Financial Report. Council Member Park seconded the motion. The motion passed 5-0.*

Variance to allow accessory building at 9940 59<sup>th</sup> Street Court N.

This item was moved from the Consent Agenda for clarification from Planner Matzek.

*MOTION: Council Member Pearson moved to approve 2011-026 approving the requested variance to allow an accessory building over 500 sq.ft. to be built as proposed at 9940 59<sup>th</sup> Street Court N. with internal flood-proofing techniques. Council Member Park seconded the motion. The motion passed 5-0.*

Welcome Monument on Keats Avenue

The City Council received a response to a query regarding Keats Avenue Welcome Monument Budget. The current project budget is \$28,000. Council Member Smith requested the City Council meeting date when Council gave approval to spend approximately \$30,000.

Appeal Hearing on Denial of a Fence Permit Application for a Proposed 6' High Solid Fence in the Side Yard of the property at 12418 Marquess Way N.

The City Council, acting as the Board of Appeals, was requested to determine whether Staff's interpretation of the City Code related to the applicant's proposed fence construction at 12418 Marquess Way North is in conformance with the existing regulations, as written. The property owners, Robert and Jodi Konop, have requested to build a solid 6' high fence around the perimeter of his rear yard.

Mayor Johnston acknowledged receiving additional letters supporting Mr. Konop's variance application.

*MOTION: Council Member Smith moved to affirm the appeal by adopting Resolution No 2011-027 approving a fence permit to allow a solid, six foot high fence along the side property lines adjacent to other residential properties at 12418 Marquess Way N. Council Member Park seconded the motion. The motion passed 3-2 (Council Members Emmons and Pearson voting against.)*

Request to extend the deadline for submission of a Preliminary Development Plan related to a Senior Living/Farm School development at 9434 Stillwater Boulevard

The City Council considered a request by Tammy Malmquist, 8549 Ironwood Trail N., for an extension to the deadline required to submit an application for a Preliminary Development Plan related to a Senior Living/Farm School project at 9434 Ironwood Trail N. Mrs. Malmquist has requested an extension of one additional year from the date of the concept plan approval.

The City Council approved the concept plans for a Planned Unit Development (PUD) and OP-Open Space Conservation Development on July 20, 2010. The City Code requires the submissions of a Preliminary Development plan within one year of this date in order for the approved plan to remain valid.

Ed Nielsen, 9498 Stillwater Blvd, submitted comments and concerns with the proposal.

Larry Weiss, 9302 Stillwater Blvd., polled the neighborhood and found they were all against the large building being obtrusive to the county landscape.

Susan Hansen, 9349 Stillwater Blvd., stated the senior living is a good idea, but not a good location along Hwy 5 for seniors with dementia.

Tammy Malmquist responded the size of the building cannot be determined until the sizes of units have been determined. She has a purchase agreement on the land, has buyers, and is exploring all financial options.

Attorney Snyder pointed out the request is to approve an extension, not the project. The City Council will decide the merits of the preliminary development plan when submitted.

*MOTION: Council Member Park moved to approve a request to extend the deadline for submission of Preliminary Development Plan for the PUD/OP Development related to senior living/farm school project at 9434 Stillwater Boulevard North from July 20, 2011 until July 20, 2012. Council Member Smith seconded the motion. The motion passed 3-2 (Council Members Emmons and Pearson voting against.)*

Accessory Building Variance – 5761 Keats Avenue

The City Council considered a variance required from Steve and Joan Ziertman, 5761 Keats Avenue, to allow the construction of a second 2,400 sq.ft. accessory building on their property. The proposed building would be used to house equipment related to the growing and selling of agricultural products. A variance has been requested because the applicants already have built a 2,310 sq.ft. building on their property, and the RR – Rural Residential Zoning District only allows one such accessory building on their property.

The Planning Commission recommended approval of the variance request with two conditions of approval.

Rod Sessing, 5699 Keats Avenue, stated his property is part of the Ziertman farm. He has grown pumpkins since 1997 and plans on getting back into farming. He said he had to cut back because of storage problems... had equipment in the building and sitting outside. He would like the Council to open to all property owners with 10.7 acres the ability to construct an additional accessory building.

Doug Lovitt , 9940 59<sup>th</sup> St. Court N., has a small produce farm and sees the need for more barn space.

*MOTION: Council Member Smith moved to adopt Resolution Number 2011-028 A Resolution approving a variance to allow the construction of a new 2,400 sq.ft. Accessory building at 5761 Keats Avenue in addition to an existing 2,310 sq.ft. building in a Rural Residential Zoning District. Council Member Park seconded the motion. The motion passed 3-2 (Council Member Emmons and Pearson voting against.)*

*MOTION: Council Member Emmons moved to direct staff to add the review of the ordinance relative to this question at a workshop for prioritization on the Planning Commission work plan. Council Member Pearson seconded the motion. The motion passed 5-0.*

Hotel/Motel Water Rates – Discussion and Proposed Ordinance No. 08-51

The City Council received an update on efforts to address issues related to water service to the Wildwood Lodge. Lake Elmo staff met with the Wildwood Lodge staff to discuss the history of billing and review of the infrastructure and water meters. Cathy Bendel, C&J Consulting, provided additional information which the Wildwood Lodge staff requested more time for review. A decision on hotel/motel water rates will be added to the next City Council agenda.

Update Re: Library Service Consideration

This item was scheduled at the request of the City Council in order to update the Council and public on efforts to retain and enhance library services for the Lake Elmo community. Administrator Messelt reported that all four boutique libraries will most likely close by January 2012. Attorney Snyder addressed questions regarding the City establishing their own library and authorizing a library levy.

*MOTION: Mayor Johnston moved to adopt Resolution No. 2011-029, A Resolution Establishing a Public Library System, Authorizing A Library Levy and Establishing a Public Library Board for the City of Lake Elmo. Council Member Pearson seconded the motion. The motion passed 5-0.*

Ordinance Extending No Wake Requirements

The City Council considered potential modifications to City Ordinance Section 97.21 (B) governing operation of motor craft above “no wake” speeds on area lakes. Given recent high water conditions, some area residents are requesting imposition of “no wake” provisions, until such time as water levels recede.

In addition, the City Council was asked to consider an additional ordinance change to all the City area lakes to establish certain deviations from the standard “no wake” provisions, by Resolution, for special events and other circumstances.

The City Attorney added language to allow for better enforcement of such provisions. “No Wake” signs will be erected. The Washington County Sheriff’s Department has also been consulted regarding enforcement of such regulations.

*MOTION: Mayor Johnston moved to adopt Ordinance No. 08-050, An Ordinance To Allow the City Council To Extend The “No Wake” Requirements Under the Water Surface Use Ordinance. Council Member Park seconded the motion. The motion passed 5-0.*

The Council adjourned the meeting at 11:05 p.m.

Respectfully submitted by Sharon Lumby, City Clerk





# MAYOR & COUNCIL COMMUNICATION

DATE: 08/09/2011  
CONSENT  
ITEM #: 2  
MOTION as part of Consent Agenda

**AGENDA ITEM:** Approve Disbursements in the Amount of \$ 367,662.53

**SUBMITTED BY:** Tom Bouthilet, Finance Director

**THROUGH:** Bruce Messelt, City Administrator *BMW*

**REVIEWED BY:** City Staff

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**SUMMARY AND ACTION REQUESTED:** As part of its *Consent Agenda*, the City Council is asked to approve disbursements in the amount of \$367,662.53 No specific motion is needed, as this is recommended to be part of the overall approval of the *Consent Agenda*.

**BACKGROUND INFORMATION:** The City of Lake Elmo has fiduciary authority and responsibility to conduct normal business operation. Below is a summary of current claims to be disbursed and paid in accordance with State law and City policies and procedures.

<b>Claim #</b>	<b>Amount</b>	<b>Description</b>
ACH	\$ 6,836.84	Payroll Taxes to IRS 07/28/2011
ACH	\$ 1,237.50	Payroll Taxes to MN Dept. of Revenue 07/28/2011
ACH	\$ 3,848.89	Payroll Retirement to PERA 07/28/2011
37315 – 37337	\$ 25,135.03	Payroll Dated 07/28/2011
37338 – 37400	\$ 330,604.27	Accounts Payable Dated 08/09/2011
<b>TOTAL</b>	<b>\$ 367,662.53</b>	

**STAFF REPORT:** City staff has complied and reviewed the attached set of claims. All appears to be in order and consistent with City budgetary and fiscal policies and Council direction

**RECOMMENDATION:** It is recommended that the City Council approve as part of the *Consent Agenda* proposed disbursements in the amount of \$367,662.53

Alternatively, the City Council does have the authority to remove this item from the Consent Agenda or a particular claim from this item and further discuss and deliberate prior to taking action. If done so, the appropriate action of the Council following such discussion would be:

**“Move to approve the August 09, 2011, Disbursements, as  
Presented *[and modified]* herein.”**

**ATTACHMENTS:**

1. Accounts Payable Dated 08/09/2011

**SUGGESTED ORDER OF BUSINESS (if removed from the Consent Agenda):**

- Questions from Council to Staff.....Mayor Facilitates
- Call for Motion ..... Mayor & City Council
- Discussion..... Mayor & City Council
- Action on Motion.....Mayor Facilitates

# Accounts Payable To Be Paid Proof List

User: Administrator  
Printed: 08/04/2011 - 2:22 PM  
Batch: 004-07-2011

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
ABDO Abdo Eick & Meyers, LLP										
281816	06/30/2011	7,085.00	0.00	08/09/2011	Final Pmt for Audit & State Audit forms		-			No 0000
101-410-1520-43010	Audit Services									
	281816 Total:	7,085.00								
	ABDO Total:	7,085.00								
ACEHARD Ace Hardware, Inc										
10551	07/27/2011	17.19	0.00	08/09/2011	Glass & Fastners		-			No 0000
101-430-3100-44030	Repairs/Maint Imp Not Bldgs									
	10551 Total:	17.19								
	ACEHARD Total:	17.19								
ADVGR Advanced Graphix, Inc.										
183839	07/19/2011	106.88	0.00	08/09/2011	Replace vehicle ID markings		-			No 0000
101-420-2220-44040	Repairs/Maint Eqpt									
	183839 Total:	106.88								
	ADVGR Total:	106.88								
AMEM AMEM										
2011-000166	07/18/2011	185.00	0.00	08/09/2011	Conference Registration		-			No 0000
101-420-2220-44370	Conferences & Training									
	2011-000166 Total:	185.00								
	AMEM Total:	185.00								
ARAM Aramark, Inc.										
629-7283860	07/14/2011	21.29	0.00	08/09/2011	Uniforms		-			No 0000
101-430-3100-44170	Uniforms									
	629-7283860 Total:	21.29								
629-7285651	07/18/2011	115.38	0.00	08/09/2011	Linen City Hall		-			No 0000
101-410-1940-44010	Repairs/Maint Contractual Bldg									
	629-7285651 Total:	115.38								

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
629-7285652	07/01/2011	52.40	0.00	08/09/2011	Linen City Hall Annex		-			No 0000
101-410-1940-44010	Repairs/Maint Contractual Bldg									
	629-7285652 Total:	52.40								
629-7288609	07/21/2011	21.29	0.00	08/09/2011	Uniforms		-			No 0000
101-430-3100-44170	Uniforms									
	629-7288609 Total:	21.29								
629-7295133	08/01/2011	115.38	0.00	08/09/2011	Linen City Hall		-			No 0000
101-410-1940-44010	Repairs/Maint Contractual Bldg									
	629-7295133 Total:	115.38								
	ARAM Total:	325.74								
<hr/>										
Bald Bald Eagle Builders										
803-000-0000-22900	08/01/2011	2,000.00	0.00	08/09/2011	Escrow Return 10325 Tapestry Permit 7204		-			No 0000
	Deposits Payable									
	Chk Req Total:	2,000.00								
	Bald Total:	2,000.00								
<hr/>										
BIFFS Biff's inc.										
101-450-5200-44120	07/27/2011	652.89	0.00	08/09/2011	Portable Restrooms		-			No 0000
438907	Rentals - Buildings									
	438907 Total:	652.89								
	BIFFS Total:	652.89								
<hr/>										
BRYAN Bryan Rock Products, Inc.										
101-430-3100-42250	07/31/2011	601.03	0.00	08/09/2011	Red Ball Field Aggregate Tana		-			No 0000
36384	Landscaping Materials									
	36384 Total:	601.03								
	BRYAN Total:	601.03								
<hr/>										
BUELOW Buelow Excavating										
404-480-8000-45300	07/18/2011	3,000.00	0.00	08/09/2011	VFW Water Service		-			No 0000
6582	Improvements Other Than Bldgs									
	6582 Total:	3,000.00								
	BUELOW Total:	3,000.00								
<hr/>										
C&J CONS C & J Consulting Services, LLP										
101-410-1520-43150	07/30/2011	3,912.50	0.00	08/09/2011	Accounting Services - July 2011		-			No 0000
07-2011	Contract Services									
	07-2011 Total:	3,912.50								

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close PO Line #
C&J CONS Total:		3,912.50								
CARDBLDR Cardinal Home Builders, Inc.										
Chk Req	08/01/2011	1,000.00	0.00	08/09/2011	Escrow Return 5673 Julep Permit 2910		-		No	0000
803-000-0000-22900	Deposits Payable									
Chk Req	08/01/2011	1,000.00	0.00	08/09/2011	Escrow Return 5629 Julep Permit 3692		-		No	0000
803-000-0000-22900	Deposits Payable									
	Chk Req Total:	2,000.00								
	CARDBLDR Total:	2,000.00								
CARQUEST Car Quest Auto Parts										
2055-228513	07/15/2011	325.01	0.00	08/09/2011	Brakes, Dis Cap, rotor, Coil (00-2)		-		No	0000
101-430-3120-42210	Equipment Parts									
	2055-228513 Total:	325.01								
	CARQUEST Total:	325.01								
COVERALL Coverall of The Twin Cities										
7070168510	08/01/2011	321.38	0.00	08/09/2011	Cleaning City Hall & Annex		-		No	0000
101-410-1940-44010	Repairs/Maint Contractual Bldg									
	7070168510 Total:	321.38								
	COVERALL Total:	321.38								
CTYBAY City of Bayport										
BLGINSP 7/11	07/21/2011	386.08	0.00	08/09/2011	Bldg Inspector Services - July 2011		-		No	0000
101-420-2400-43150	Inspector Contract Services									
	BLGINSP 7/11 Total:	386.08								
	CTYBAY Total:	386.08								
CTYBLOOM City of Bloomington										
072011	07/29/2011	40.00	0.00	08/09/2011	Lab Bacteria Test		-		No	0000
601-494-9400-42270	Utility System Maintenance									
	072011 Total:	40.00								
	CTYBLOOM Total:	40.00								
CTYOAKDA City of Oakdale										
10000460-01	07/31/2011	1,158.71	0.00	08/09/2011	Water Service - 194		-		No	0000
601-494-9400-43820	Water Utility									
	10000460-01 Total:	1,158.71								
201107192816	07/19/2011	358.00	0.00	08/09/2011	Service to CV, CV2 & B1		-		No	0000
101-420-2220-44040	Repairs/Maint Eqpt									

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
	201107192816 Total:	358.00								
201107262836	07/20/2011	13.58	0.00	08/09/2011	Parts for B1		-			No 0000
101-420-2220-44040	Repairs/Maint Eqpt									
	201107262836 Total:	13.58								
	CTYGAKDA Total:	1,530.29								
David David Scott Builders										
Chk Req	07/27/2011	2,000.00	0.00	08/09/2011	Escrow Return 3554 Kelvin . Permit		-			No 0000
803-000-0000-22900	Deposits Payable				6909					
Chk Req	07/27/2011	1,500.00	0.00	08/09/2011	Escrow Return 11703 58th St. Permit		-			No 0000
803-000-0000-22900	Deposits Payable				6338					
	Chk Req Total:	3,500.00								
	David Total:	3,500.00								
ECKBERG Eckberg Lamers Briggs Wolff										
07 2011	08/03/2011	3,753.08	0.00	08/09/2011	Prosecution - July		-			No 0000
101-420-2150-43045	Attorney Criminal									
	07 2011 Total:	3,753.08								
	ECKBERG Total:	3,753.08								
EMERGAPP Emergency Apparatus Maint. INC										
55540	07/14/2011	2,714.66	0.00	08/09/2011	Repairs to E1		-			No 0000
101-420-2220-44040	Repairs/Maint Eqpt									
	55540 Total:	2,714.66								
55888	07/26/2011	283.63	0.00	08/09/2011	Annual Maint. Fire Dept. Ranger		-			No 0000
101-420-2220-44040	Repairs/Maint Eqpt									
	55888 Total:	283.63								
56117	07/14/2011	7,934.61	0.00	08/09/2011	Repairs to E1		-			No 0000
101-420-2220-44040	Repairs/Maint Eqpt									
	56117 Total:	7,934.61								
56628	07/21/2011	368.58	0.00	08/09/2011	Repairs to Fire Vehicle E1		-			No 0000
101-420-2220-44040	Repairs/Maint Eqpt									
	56628 Total:	368.58								
56653	07/26/2011	151.28	0.00	08/09/2011	Emergency Repairs Fire Vehicle E1		-			No 0000
101-420-2220-44040	Repairs/Maint Eqpt									
	56653 Total:	151.28								
	EMERGAPP Total:	11,452.76								
FXL FXL, Inc.										
August 2011	08/01/2011	2,000.00	0.00	08/09/2011	Assessing Services - August 2011		-			No 0000
101-410-1320-43100	Assessing Services									
	August 2011 Total:	2,000.00								

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
FXL Total:		2,000.00								
HACH HACH Company										
7330194	07/13/2011	141.01	0.00	08/09/2011	Lab Test Supplies		-		No	0000
601-494-9400-42160	Chemicals									
7330194 Total:		141.01								
7335998	07/18/2011	15.74	0.00	08/09/2011	Lab Tests Supplies		-		No	0000
601-494-9400-42160	Chemicals									
7335998 Total:		15.74								
HACH Total:		156.75								
HARDDRIV Harddrives, Inc.										
Cert #1	07/14/2011	159,318.32	0.00	08/09/2011	2011 Street & Water Improvements		-		No	0000
418-480-8000-45300	Improvements Other Than Bldgs									
Cert #1 Total:		159,318.32								
HARDDRIV Total:		159,318.32								
HARTMAN Hartman Homes										
Chk Req	08/03/2011	3,000.00	0.00	08/09/2011	Escrow Return 11050 14th Street Per		-		No	0000
803-000-0000-22900	Deposits Payable				7390					
Chk Req Total:		3,000.00								
HARTMAN Total:		3,000.00								
HAWKINS Hawkins, Inc.										
3243348	07/14/2011	215.00	0.00	08/09/2011	Chlorine		-		No	0000
601-494-9400-42160	Chemicals									
3243348 Total:		215.00								
3247245	07/26/2011	306.20	0.00	08/09/2011	Chlorine		-		No	0000
601-494-9400-42160	Chemicals									
3247245 Total:		306.20								
HAWKINS Total:		521.20								
HILTONGA Hilton Garden Inn										
241203	06/17/2011	112.49	0.00	08/09/2011	Minnesota Cities League Conference		-		No	0000
101-410-1320-44370	Conferences & Training									
241203 Total:		112.49								
HILTONGA Total:		112.49								

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
KDV Kern DeWenter Viere Ltd 131950	07/29/2011	3,564.00	0.00	08/09/2011	Accounting Services - July		-			No 0000
101-410-1520-43150	Contract Services									
	131950 Total:	3,564.00								
	KDV Total:	3,564.00								
LEOIL Lake Elmo Oil, Inc. 11793	07/31/2011	5,404.93	0.00	08/09/2011	Fuel		-			No 0000
101-420-2220-42120	Fuel, Oil and Fluids									
	11793 Total:	5,404.93								
	LEOIL Total:	5,404.93								
Lillie Newspapers Inc. Lillie Suburban 007148	07/29/2011	24.38	0.00	08/09/2011	Variance Publication		-			No 0000
101-410-1320-43510	Legal Publishing									
	007148 Total:	24.38								
	Lillie Total:	24.38								
LOFF Loffler Companies, Inc. 1279025	08/01/2011	187.21	0.00	08/09/2011	Copy Machines Overage & Base - July 2011		-			No 0000
101-410-1940-44040	Repairs/Maint Contractual Eqpt									
	1279025 Total:	187.21								
	LOFF Total:	187.21								
LTG PWR L.T.G. Power Equipment 144634	07/13/2011	256.17	0.00	08/09/2011	Toro Parts		-			No 0000
101-450-5200-42210	Equipment Parts									
	144634 Total:	256.17								
144706	07/14/2011	12.15	0.00	08/09/2011	Toro Tube Spanner		-			No 0000
101-450-5200-42210	Equipment Parts									
	144706 Total:	12.15								
	LTG PWR Total:	268.32								
MAINSTR Main Street Builders CHK REQ	07/22/2011	5,000.00	0.00	08/09/2011	Escrow Return 10064 Tapestry Rd #7805		-			No 0000
101-410-1320-44370	Conferences & Training									
	CHK REQ Total:	5,000.00								
	MAINSTR Total:	5,000.00								



Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
MARONEYS Maroney's Sanitation, Inc										
0000395559	07/29/2011	108.30	0.00	08/09/2011	Waste Removal - Cityhall		-		No	0000
101-410-1940-43840	Refuse									
0000395559	07/29/2011	47.68	0.00	08/09/2011	Waste Removal - Fire		-		No	0000
101-420-2220-43840	Refuse									
0000395559	07/29/2011	207.82	0.00	08/09/2011	Waste Removal - Public Works		-		No	0000
101-430-3100-43840	Refuse									
0000395559	07/29/2011	207.82	0.00	08/09/2011	Waste Removal - Parks		-		No	0000
101-450-5200-43840	Refuse									
	0000395559 Total:	571.62								
	MARONEYS Total:	571.62								
MARVS Marv's Professional Tools										
239312	07/14/2011	8.55	0.00	08/09/2011	Tools		-		No	0000
101-430-3100-42400	Small Tools & Minor Equipment									
	239312 Total:	8.55								
239577	07/28/2011	352.60	0.00	08/09/2011	Socket Set - Tools		-		No	0000
101-450-5200-42400	Small Tools & Minor Equipment									
	239577 Total:	352.60								
	MARVS Total:	361.15								
MATZEK Kelli Matzek										
Replace	08/04/2011	245.00	0.00	08/09/2011	Replace Voided Chk 36920		-		No	0000
101-000-0000-21702	State Withholding									
	Replace Total:	245.00								
	MATZEK Total:	245.00								
MENARDSO Menards - Oakdale										
94417	07/19/2011	45.00	0.00	08/09/2011	Concrete		-		No	0000
603-496-9500-42270	Utility System Maint Supplies									
	94417 Total:	45.00								
99220	08/02/2011	120.60	0.00	08/09/2011	Lumber Benches/Tana & Garbage Fastners		-		No	0000
101-450-5200-44030	Repairs/Maint Imp Not Bldgs									
	99220 Total:	120.60								
	MENARDSO Total:	165.60								
MENARDST Menards - Stillwater										
97867	07/13/2011	4.90	0.00	08/09/2011	Kitchen Supplies-Fire		-		No	0000
101-420-2220-44300	Miscellaneous									
97867	07/13/2011	11.46	0.00	08/09/2011	Tools/Hardware-Fire		-		No	0000
101-420-2220-42400	Small Tools & Equipment									

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
97867	07/13/2011	16.43	0.00	08/09/2011	Ground Maint. - Fire		-			No 0000
101-420-2220-44010	Repairs/Maint Bldg									
	97867 Total:	32.79								
99746	07/20/2011	-5.86	0.00	08/09/2011	Refund		-			No 0000
101-420-2220-42400	Small Tools & Equipment									
	99746 Total:	-5.86								
99754	07/20/2011	6.18	0.00	08/09/2011	Kitchen Supplies		-			No 0000
101-420-2220-44300	Miscellaneous									
	99754 Total:	6.18								
	MENARDST Total:	33.11								
<hr/>										
MES Municipal Emergency Services										
'00253147_SNV	07/25/2011	327.84	0.00	08/09/2011	Nomex Goggle Sleeves-Fire		-			No 0000
101-420-2220-42400	Small Tools & Equipment									
	'00253147_SNV Total:	327.84								
	MES Total:	327.84								
<hr/>										
METCOU Metropolitan Council										
0000967012	08/02/2011	1,282.98	0.00	08/09/2011	Monthly Waste Water Service -		-			No 0000
602-495-9450-43820	Sewer Utility - Met Council				September					
	0000967012 Total:	1,282.98								
	METCOU Total:	1,282.98								
<hr/>										
METROFIR Metro Fire										
41648	07/28/2011	225.00	0.00	08/09/2011	Fire Dept. Foam		-			No 0000
101-420-2220-42400	Small Tools & Equipment									
	41648 Total:	225.00								
	METROFIR Total:	225.00								
<hr/>										
MICHAEL Michael Lee Inc.										
CHK REQ BLDG	07/26/2011	3,000.00	0.00	08/09/2011	Escrow Return 2966 Jonquil #7568		-			No 0000
803-000-0000-22900	Deposits Payable									
CHK REQ BLDG	07/26/2011	3,000.00	0.00	08/09/2011	Escrow Return 2992 Jonquil #7721		-			No 0000
803-000-0000-22900	Deposits Payable									
	CHK REQ BLDG Total:	6,000.00								
	MICHAEL Total:	6,000.00								
<hr/>										
NATREPRO National Reprographics, LLC										
72737	07/11/2011	79.49	0.00	08/09/2011	Printing - Sunfish Lake Management		-			No 0000
101-450-5200-44300	Miscellaneous				Plan					
	72737 Total:	79.49								

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
NATREPRO Total:		79.49								
NEXTEL Nextel Communications										
761950227-100	07/14/2011	17.95	0.00	08/09/2011	Cell Phone Service - Administration		-		No	0000
101-410-1940-43210	Telephone									
761950227-100	07/14/2011	124.01	0.00	08/09/2011	Cell Phone Service - Fire Dept		-		No	0000
101-420-2220-43210	Telephone									
761950227-100	07/14/2011	17.52	0.00	08/09/2011	Cell Phone Service - Building Dept		-		No	0000
101-420-2400-43210	Telephone									
761950227-100	07/14/2011	35.04	0.00	08/09/2011	Cell Phone Service - Public Works Dept		-		No	0000
101-430-3100-43210	Telephone									
761950227-100	07/14/2011	102.64	0.00	08/09/2011	Cell Phone Service - Parks Dept		-		No	0000
101-450-5200-43210	Telephone									
761950227-100	07/14/2011	-41.97	0.00	08/09/2011	Credit		-		No	0000
101-410-1940-43210	Telephone									
761950227-100 Total:		255.19								
NEXTEL Total:		255.19								
NORD Nordquist Sign Company Inc										
1409	04/08/2011	295.00	0.00	08/09/2011	Keats Signs		-		No	0000
703-480-8000-45300	Improvements other than Bldg									
1409 Total:		295.00								
NORD Total:		295.00								
OAKDRC Oakdale Rental Center										
10077648	07/19/2011	73.73	0.00	08/09/2011	Propane - Patching Trailer		-		No	0000
101-430-3100-42240	Street Maintenance Materials									
10077648 Total:		73.73								
OAKDRC Total:		73.73								
ONECALL Gopher State One Call										
16379	08/01/2011	194.60	0.00	08/09/2011	Line Locates - July		-		No	0000
101-430-3100-43150	Contract Services									
16379 Total:		194.60								
ONECALL Total:		194.60								
OSWALD Oswald Hose & Adapters										
11030	07/13/2011	10.50	0.00	08/09/2011	Repair Hose		-		No	0000
101-420-2220-44040	Repairs/Maint Eqpt									
11030 Total:		10.50								

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
	OSWALD Total:	10.50								
PEARSON	Pearson Bros, Inc.									
Cert #1	07/14/2011	65,622.20	0.00	08/09/2011	2011 Seal Coat Project		-		No	0000
409-480-8000-45300	Improvements Other Than Bldgs									
	Cert #1 Total:	65,622.20								
	PEARSON Total:	65,622.20								
PITNEYRE	Reserve Account Pitney Bowes									
07/25/2011	07/25/2011	500.00	0.00	08/09/2011	Postage		-		No	0000
101-410-1320-43220	Postage									
	07/25/2011 Total:	500.00								
	PITNEYRE Total:	500.00								
PITNEYSU	Pitney Bowes Supplies									
424873	07/30/2011	131.10	0.00	08/09/2011	Ink Cart. Postage Machine		-		No	0000
101-410-1320-42000	Office Supplies									
	424873 Total:	131.10								
	PITNEYSU Total:	131.10								
PRESSA	Anastasia Press									
07/19/2011	07/19/2011	82.50	0.00	08/09/2011	7/19/11 CC Meeting & Workshop		-		No	0000
101-410-1450-43620	Cable Operations									
	07/19/2011 Total:	82.50								
	PRESSA Total:	82.50								
ROGERS	Rogers Printing Services, Corp									
17991	07/14/2011	53.44	0.00	08/09/2011	Letterhead for water coliform notice		-		No	0000
101-410-1320-42030	Printed Forms									
	17991 Total:	53.44								
	ROGERS Total:	53.44								
RUNK	Aaron Runk									
Chk Req	08/03/2011	3,000.00	0.00	08/09/2011	Escrow Return 9497 Jane Rd Permit		-		No	0000
803-000-0000-22900	Deposits Payable				7518					
	Chk Req Total:	3,000.00								
	RUNK Total:	3,000.00								

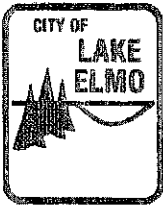
Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
S&T S&T Office Products, Inc.										
010R5167	07/13/2011	104.24	0.00	08/09/2011	Office Supplies		-			No 0000
101-410-1320-42000	Office Supplies									
	010R5167 Total:	104.24								
	S&T Total:	104.24								
SAMSCLUB Sam's Club										
840363120092538	07/29/2011	38.36	0.00	08/09/2011	Water/Coffee Decanters for Coffee		-			No 0000
101-420-2220-44300	Miscellaneous				Maker					
840363120092538	07/29/2011	127.37	0.00	08/09/2011	Office Supplies & Trash Bags		-			No 0000
101-410-1320-42000	Office Supplies									
	840363120092538 Total:	165.73								
	SAMSCLUB Total:	165.73								
TASCH T.A. Schifsky & Sons Inc										
51644	07/12/2011	125.80	0.00	08/09/2011	Asphalt		-			No 0000
101-430-3120-42240	Street Maintenance Materials									
	51644 Total:	125.80								
51692	07/20/2011	503.20	0.00	08/09/2011	Asphalt		-			No 0000
101-430-3120-42240	Street Maintenance Materials									
	51692 Total:	503.20								
51730	07/26/2011	252.88	0.00	08/09/2011	Asphalt		-			No 0000
101-430-3120-42240	Street Maintenance Materials									
	51730 Total:	252.88								
Pay Cert 4F	07/13/2011	23,965.29	0.00	08/09/2011	2010 Final Pay Street Improvements		-			No 0000
417-480-8000-45300	Improvements Other Than Bldgs									
	Pay Cert 4F Total:	23,965.29								
	TASCH Total:	24,847.17								
TESSMAN Tessman Company Corp										
S146980-IN	07/27/2011	224.44	0.00	08/09/2011	Herbicide		-			No 0000
101-450-5200-42160	Chemicals									
	S146980-IN Total:	224.44								
	TESSMAN Total:	224.44								
VFBA Benefit Association Volunteer Fire										
07/26/2011	07/26/2011	296.00	0.00	08/09/2011	Renewals		-			No 0000
101-420-2220-44330	Dues & Subscriptions									
	07/26/2011 Total:	296.00								
	VFBA Total:	296.00								

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close PO Line #
WAS-PH Washington County										
08042011	08/04/2011	148.00	0.00	08/09/2011	Food Stand Lic Fall Festival Reimburse		-			No 0000
204-450-5200-44300	Miscellaneous									
	08042011 Total:	148.00								
	WAS-PH Total:	148.00								
WASHCONS Washington Conservation Dist.										
2157	06/20/2011	954.15	0.00	08/09/2011	Rain Garden Materials		-			No 0000
603-496-9500-44370	Conferences & Training									
	2157 Total:	954.15								
2166	06/30/2011	535.50	0.00	08/09/2011	2nd Qtr - Shared Educator Program		-			No 0000
603-496-9500-44370	Conferences & Training									
	2166 Total:	535.50								
	WASHCONS Total:	1,489.65								
WINNICK Winnick Supply										
218058	07/29/2011	71.19	0.00	08/09/2011	Culvert & Band		-			No 0000
603-496-9500-42270	Utility System Maint Supplies									
	218058 Total:	71.19								
	WINNICK Total:	71.19								
XCEL Xcel Energy										
51-0117417	07/22/2011	36.16	0.00	08/09/2011	Sign-Keats		-			No 0000
101-430-3160-43810	Street Lighting									
	51-0117417 Total:	36.16								
51-4572945-7	07/22/2011	27.73	0.00	08/09/2011	Street Light		-			No 0000
101-430-3160-43810	Street Lighting									
	51-4572945-7 Total:	27.73								
51-4576456-3	07/22/2011	416.05	0.00	08/09/2011	Gas & Electric-Fire Station 2		-			No 0000
101-420-2220-43810	Electric Utility									
	51-4576456-3 Total:	416.05								
51-4580376-5	07/29/2011	894.71	0.00	08/09/2011	Gas & Electric City Hall		-			No 0000
101-410-1940-43810	Electric Utility									
51-4580376-5	07/29/2011	31.73	0.00	08/09/2011	Traffic Lights - Keats		-			No 0000
101-430-3160-43810	Street Lighting									
	51-4580376-5 Total:	926.44								
51-4733556-8	07/22/2011	10.18	0.00	08/09/2011	Laverne Tennis Court		-			No 0000
101-450-5200-43810	Electric Utility									
	51-4733556-8 Total:	10.18								
51-5044219-0	07/22/2011	42.71	0.00	08/09/2011	Parks Building		-			No 0000
101-450-5200-43810	Electric Utility									
	51-5044219-0 Total:	42.71								

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
51-5275289-3	07/22/2011	9.95	0.00	08/09/2011	Pebble Park		-			No 0000
101-450-5200-43810	Electric Utility									
	51-5275289-3 Total:	9.95								
51-5522332-2	07/27/2011	41.12	0.00	08/09/2011	Traffic Lights-Inwood		-			No 0000
101-430-3160-43810	Street Lighting									
	51-5522332-2 Total:	41.12								
51-5747685-4	07/22/2011	129.74	0.00	08/09/2011	Art Center		-			No 0000
101-450-5200-43810	Electric Utility									
	51-5747685-4 Total:	129.74								
51-5916043-7	07/22/2011	16.19	0.00	08/09/2011	34th Street Lift Station		-			No 0000
602-495-9450-43810	Electric Utility									
	51-5916043-7 Total:	16.19								
51-6429583-8	07/22/2011	15.49	0.00	08/09/2011	Legion Lift Station		-			No 0000
602-495-9450-43810	Electric Utility									
	51-6429583-8 Total:	15.49								
51-6433976-2	07/22/2011	413.36	0.00	08/09/2011	Gas & Electric-Fire Station I		-			No 0000
101-420-2220-43810	Electric Utility									
	51-6433976-2 Total:	413.36								
51-6625457-1	07/22/2011	31.25	0.00	08/09/2011	Legion Park		-			No 0000
101-450-5200-43810	Electric Utility									
	51-6625457-1 Total:	31.25								
51-6928283-3	07/22/2011	29.70	0.00	08/09/2011	Light Manning & Stillwater Blvd		-			No 0000
101-430-3160-43810	Street Lighting									
	51-6928283-3 Total:	29.70								
51-7538112-1	07/22/2011	492.83	0.00	08/09/2011	Public Works		-			No 0000
101-430-3100-43810	Electric Utility									
	51-7538112-1 Total:	492.83								
51-8126093-5	07/22/2011	18.98	0.00	08/09/2011	Water Tower 2		-			No 0000
601-494-9400-43810	Electric Utility									
	51-8126093-5 Total:	18.98								
51-8711719-3	07/22/2011	10.78	0.00	08/09/2011	Speed Sign Hwy 5		-			No 0000
101-430-3160-43810	Street Lighting									
	51-8711719-3 Total:	10.78								
	XCEL Total:	2,668.66								
YOCUM Yocum Oil Company, Inc.										
203034	07/19/2011	160.69	0.00	08/09/2011	Bulk Oil Tanks		-			No 0000
101-430-3100-44010	Repairs/Maint Bldg									
	203034 Total:	160.69								
	YOCUM Total:	160.69								
ZACK Zack's, Inc.										
26996	07/13/2011	166.02	0.00	08/09/2011	Shop Supplies		-			No 0000
101-430-3100-42150	Shop Materials									

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close PO Line #
		26996 Total:								
		ZACK Total:								
		Report Total:								





## MAYOR & COUNCIL COMMUNICATION

DATE: 8/09/2011  
CONSENT  
ITEM #: 3  
MOTION

**AGENDA ITEM:** Renewal of Lease Agreement for Lake Elmo Arts Center at 3585 Laverne Avenue North

**SUBMITTED BY:** Kelli Matzek, Planner

**THROUGH:** Bruce Messelt, City Administrator *BAM*

**REVIEWED BY:** Dave Snyder, City Attorney

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**SUMMARY AND ACTION REQUESTED:** The City Council is respectfully requested to consider renewal of a Premises Lease Agreement with the Lake Elmo Art Center at 3585 Laverne Avenue North. For the last five years, the Lake Elmo Arts Center has leased the former dwelling and detached garage space. The lease agreement expires on August 9<sup>th</sup> of 2011.

The proposed lease would allow the Lake Elmo Art Center to continue to lease the main floor of the residential dwelling and detached garage. Minor changes are proposed to the agreement as outlined in the "Staff Report" section of this communication. The agreement would be for one year with the ability to renew. No specific motion is needed, as this is recommended to be part of the overall approval of the *Consent Agenda*.

**BACKGROUND INFORMATION:** The City of Lake Elmo purchased the property at 3585 Laverne Avenue North in September of 2004. From 2004 to 2005, it appears as though the Friends of the Library used the building to store books. The Ramsey Center for Arts received a lease for this building from August 2005 to August 2006.

In August of 2006, the City Council approved a Premises Lease Agreement for the Lake Elmo Regional Art Center to lease the main floor of the dwelling and the accessory building for five years, terminating on August 9<sup>th</sup>, 2011.

**STAFF REPORT:** The proposed lease agreement is very similar to that of the original agreement signed previously by the Lake Elmo Art Center. Two changes are recommended to potentially accommodate City (and, hopefully, Arts Center) opportunities to consider future co-location with either a municipal or County branch library/reading room. The proposed changes to accomplish this are noted as follows:

1. The agreement would be for one (1) year and would expire on August 9<sup>th</sup>, 2012. The past agreement was for five years.
2. Additional language was added to allow a library or reading room in conjunction with the Lake Elmo Arts Center within that building.

**Of Note:** These proposed changes have NOT been discussed in full with the Arts Center, due in large part to summer work and vacation schedules. Discussion is anticipated to be completed by August 5th, 2011 and the results of which will be reported to the Council at tonight's meeting.

**RECOMMENDATION:** Based upon the above background information and staff report, it is recommended that the City Council approve the Premises Lease Agreement for the Lake Elmo Art Center. No specific motion is needed, as this is recommended to be part of the overall approval of the *Consent Agenda*.

Alternatively, the City Council does have the authority to remove this item from the *Consent Agenda*, further discuss, deliberate and modify any decision prior to taking action. If done so, the appropriate action of the Council following such discussion would be:

***“Move to approve a Premises Lease Agreement with the Lake Elmo Arts Center at 3585 Laverne Avenue North [as directed/amended at tonight’s meeting].”***

**ATTACHMENTS:**

1. Premises Lease Agreement (w/ proposed changes)

**SUGGESTED ORDER OF BUSINESS:**

- Introduction of Item/Brief Report..... Planning Director
- Questions from Council to Staff..... Mayor Facilitates
- Public Input, if Appropriate ..... Mayor Facilitates
- Call for Motion ..... Mayor & City Council
- Discussion..... Mayor Facilitates
- Action on Motion..... Mayor & City Council

## PREMISES LEASE AGREEMENT

This Premises Lease Agreement (the "Lease") is made and entered into this 9th day of August, 2006, by and between CITY OF LAKE ELMO, a Minnesota statutory city (the "Lessor"), and LAKE ELMO REGIONAL ART CENTER, a Minnesota non-profit corporation (the "Tenant").

### WITNESSETH

In consideration of the mutual covenants hereinafter set forth, Lessor hereby leases to Tenant, and the Tenant leases from Lessor, the premises hereinafter described, for the period, at the rental, and upon the terms and conditions hereinafter set forth:

1. **Lease of Premises.** Tenant hereby leases from Lessor that certain space (herein the "Premises"), as is illustrated on Exhibit A attached and entitled "Description of Premises".
2. **Initial Lease Term.** Except as hereinafter provided, the term of this Lease ("Initial Lease Term") shall be for a period of one (1) year commencing on the 9th day of August, 2011 (the "Commencement Date") and terminating on the 9th day of August, 2012.
3. **Intentionally Omitted.**
4. **Permitted Uses.** The Premises shall be used by Tenant solely for the purpose of an arts center subject to Landlord's ability to devote reasonable space to community library and/or reading room and shall be considered an interim use pending the adoption of the City's Comprehensive Plan and Official Controls pursuant to Minn. Statutes 462.3579. Tenant shall neither use nor permit the use of the Premises or any portion thereof, for any other purpose or purposes whatsoever, without first obtaining Lessor's written consent thereto.
5. **Rent.** Tenant covenants to pay to Lessor, without demand and without offset or deduction, at Lessor's office hereinafter designated, or at such other place as Lessor may from time to time designate in writing, the Base Rent of \$1.00.
6. **Tenant Improvements.** Prior to occupancy, Tenant shall construct, at its own costs, all improvements necessary to comply with all applicable building and health safety codes. Such improvements shall be pursuant to plans and specifications which have been reviewed and approved by the Building Inspector for the Lessor.
7. **Security Deposit.** A security deposit shall not be required.
8. **Intentionally Omitted.**

9. **Possession, Occupancy and Surrender.**

- A. **Date of Possession:** Tenant shall be entitled to enter into and occupy the Premises for the purpose of completing Tenant's work, and for conducting Tenant's business, from and after the Commencement Date. In the event that Lessor permits Tenant to occupy the Premises prior to the Commencement Date, such occupancy shall be subject to all of the provisions of this Lease, provided that the term shall be otherwise unaffected.
- B. **Surrender of Premises:** Upon the expiration or sooner termination of the Term and if Tenant has fully and faithfully performed all of the terms, conditions and covenants of this Lease to be performed by Tenant, but not otherwise, Tenant shall, at its sole cost and expense, remove from the Premises its interior and exterior signs and all of its movable trade fixtures and equipment, and other items Tenant has installed or placed on the Premises which have not become the property of Lessor (all of which are hereinafter referred to as "Tenant's Property"), shall cap all plumbing outlets exposed as a result of the removal of Tenant's property, and shall thereupon surrender the premises in the same condition as existed on the Commencement Date, reasonable wear and tear, damage by unavoidable casualty, and items expressly allowed by Lessor (including removal of interior walls), excepted. If Tenant has not fully and faithfully performed all of the terms, conditions and covenants of this Lease to be performed by Tenant, Tenant shall nevertheless remove Tenant's Property from the Premises in the manner aforesaid within fifteen (15) days after receipt of written direction to do so from Lessor. In the event Tenant shall fail to remove any of Tenant's Property as provided herein, Lessor may, but is not obligated to, at Tenant's expense, remove all or part of Tenant's Property not so removed and repair all damage to the Premises resulting from such removal and may, but is not obligated to, at Tenant's expense store the same in any public or private warehouse, and Lessor shall have no liability to Tenant for any loss or damage to Tenant's Property or floor coverings caused by or resulting from such removal or otherwise.

10. **Use and Maintenance of Premises by Tenant.**

- A. **General Authority:** Tenant shall at all times during the Term comply with all other reasonable rules and regulations which Lessor may at any time or from time to time establish concerning the use of the Premises and Property provided that Tenant shall be allowed 24 hours access to the building pursuant to a security system/procedure approved by Lessor.

- B. **Alterations**: Except as otherwise herein provided, Tenant shall not make or allow to be made any structural changes, alterations or additions to the Premises or any part thereof without first obtaining the express written consent of Lessor which shall not be unreasonably withheld. Any changes, alterations or additions in or to the Premises shall be at Tenant's sole cost and expense and, except for Tenant's trade fixtures, custom cabinetry, equipment and furnishings, shall become the sole property of Lessor. If, during the Term, any change, alteration, addition or correction shall be required by any law, rule or regulations of any governmental authority to be made in or to the Premises or any portion thereof, Lessor shall first give its written consent thereto and such change, alteration, addition or correction shall then be made by Tenant at Tenant's sole cost and expense.
- C. **Maintenance of Premises by Tenant/Lessor**: Tenant shall, except as otherwise provided in this Lease, at its sole cost and expense, at all times during the Term keep and maintain the Premises, and every part thereof including the plumbing, electrical, heating, air conditioning and ventilating systems appurtenant to and serving the Premises in good and sanitary order, condition and repair and in compliance with all laws and regulations applicable thereto, and shall do such reasonable periodic painting of the Premises as may be required by Lessor.
- D. **Lessor Responsibilities**. Lessor will pave and mark handicapped parking spots; shovel and remove snow from sidewalks; and do all external maintenance of the building and garage.

11. **Intentionally Omitted.**

12. **Utilities**. Tenant shall pay before delinquency, at its sole cost and expense, gas, electricity, water service attributable to the Premises, and all other services or utilities used in, upon or about the Premises by Tenant or any of its subtenants, licensees or concessionaires during the Term hereof; provided, however, that if any such services or utilities shall be billed to Lessor and are not separately metered to the Premises, the amount thereof shall be prorated and Tenant shall pay to Lessor, when billed, as additional rent hereunder, an amount equal to that portion of the total charges therefor which the number of square feet of the Premises bears to the total number of square feet of leasable space for the building.

13. **Insurance; Liability and Indemnification of Lessor.**

- A. **Public Liability Insurance**: Tenant shall, at all times during the Term hereof, at its sole cost and expense, procure and maintain in force and effect, a policy or policies of comprehensive public

liability insurance issued by an insurance carrier approved by Lessor, insuring against lost, damage or liability for injury to or death of persons and loss or damage to property occurring as a result of the negligence of Tenant or Tenant's employees, agents, contractors, or invitees in, upon or about the said Premises. Such liability insurance shall be in the amounts of not less than \$500,000 for personal injuries to or death of anyone person whomsoever, and \$500,000 for personal injuries to or death of any two or more persons whomsoever arising from the same occurrence, and \$500,000 for damage to property, including property of Tenant. Lessor shall be named as an additional insured under each such policy of insurance.

- B. **Tenant's Insurance**: Tenant shall, at all times during the Term, at its sole cost and expense, procure and maintain in force and effect building plate glass insurance, and standard form of fire with extended coverage insurance covering Tenant's property and its merchandise, and the personal property of others in Tenant's possession in, upon or about the Premises.

Such insurance shall be in an amount equal to the current cash value of the property required to be insured. Tenant and Lessor shall be the named insureds (and at Lessor's option any other persons, firms or corporations designated by Lessor shall be additional named insureds) under each such policy of insurance.

- C. **Certificates of Insurance**: A certificate issued by the insurance carrier for each policy of insurance required to be maintained by Tenant hereunder shall be delivered to Lessor on or before the commencement date hereof and thereafter, as to policy renewals, within thirty (30) days prior to the expiration of the term of each such policy. Each of said certificates of insurance and each such policy of insurance required to be maintained by Tenant hereunder shall expressly evidence insurance coverage as required by this Lease (including an express waiver of any and all rights of subrogation thereunder whatsoever against Lessor, its officers, agents and employees as required hereunder) and shall contain an endorsement or provisions requiring not less than ten (10) days written notice to Lessor prior to the cancellation, diminution in the perils insured against, or reduction of the amount of coverage of the particular policy in question.

- D. **Waiver**: Tenant hereby waives any and all rights of recovery from Lessor, its officers, agents and employees for any loss or damage, including consequential loss or damage, caused by any peril or perils (excluding negligent acts) enumerated in each form of insurance policy required to be maintained by Tenant hereunder. Each policy of insurance required to be maintained by

Tenant shall contain an express waiver of any and all rights of subrogation thereunder whatsoever against Lessor, its officers, agents and employees.

- E. **Indemnification of Lessor:** Tenant hereby covenants and agrees to indemnify, save and hold Lessor and the Premises free, clear, and harmless from any and all liability, loss, costs, charges, penalties, obligations, expenses, reasonable attorney's fees, litigation, judgments, damages, claims and demands of any kind whatsoever in connection with, arising out of or by reason of, any violation of law, ordinance or regulation by Tenant, its agents, employees, servants, contractors, subtenants, licensees, concessionaires, customers or business invitees, or by reason of any injury or damage however occurring to any person or persons whomsoever (including Tenant, its agents, employees, servants, contractors, subtenants, licensees, concessionaires, customers or business invitees), or to property of any kind whatsoever and to whomsoever belonging (including Tenant, its agents, employees, servants, contractors, subtenants, licensees, concessionaires, customers or business invitees) from any cause or causes whatsoever, excluding affirmative negligence on the part of the Lessor, while in, upon, about or in any way connected with the Premises or any portion thereof, during the Term of this Lease.
- F. **Indemnification of Tenant:** Lessor hereby covenants and agrees to indemnify, save and hold Tenant and the Premises free, clear, and harmless from any and all liability, loss, costs, charges, penalties, obligations, expenses, reasonable attorney's fees, litigation, judgments, damages, claims and demands of any kind whatsoever in connection with, arising out of or by reason of, any violation of law, ordinance or regulation by Lessor, its agents, employees, servants, contractors, subtenants, licensees, concessionaires, customers or business invitees, or by reason of any injury or damage however occurring to any person or persons whomsoever (including Lessor, its agents, employees, servants, contractors, subtenants, licensees, concessionaires, customers or business invitees), or to property of any kind whatsoever and to whomsoever belonging (including Lessor, its agents, employees, servants, contractors, subtenants, licensees, concessionaires, customers or business invitees) from any cause or causes whatsoever, excluding affirmative negligence on the part of the Tenant, while in, upon, about or in any way connected with the Building or common area or any portion thereof, during the Term of this Lease.

14. **Signs.** Tenant shall not place or suffer to be placed on the exterior of the Premises or upon the roof or any exterior door, wall or window thereof any sign, awning, canopy, marquee, advertising matter, decoration, lettering, or other

thing of any kind (exclusive of signs, if any, which may be provided for in the original construction or improvement plans and specifications approved by Lessor and Tenant hereunder) without the written consent of Lessor first being had and obtained which consent shall not be unreasonable withheld. Lessor hereby reserves the exclusive right to the use of the roof and the exterior of the walls of the Building and other areas of the Property.

Except as otherwise herein provided, Tenant shall have the right, at its sole cost and expense, to erect and maintain within the interior of the Premises all signs and advertising matter customary or appropriate in conduct of Tenant's business; provided, however, that Tenant shall upon demand of Lessor immediately remove any sign, advertisement, decoration, lettering or notice which Tenant has placed or permitted to be placed in, upon or about the Building and which Lessor reasonably deems offensive, and if Tenant fails or refuses so to do Lessor may enter upon the Building and remove the same at Tenant's cost and expense. In this connection, Tenant acknowledges that the Premises are part of an integrated building, and agrees that control of all signs by Lessor is essential to the maintenance of uniformity, propriety and the aesthetic values in or pertaining to the Building.

15. **Damage to Premises.**

- A. **Partial or Total Destruction:** In case the Building shall be partially or totally destroyed by fire or other casualty insurable under full standard extended coverage insurance (herein Acasualty@), so as to become partially or totally untenable, the Building shall be repaired with reasonable diligence at the cost of Lessor and Tenant as hereinafter provided and a just and proportionate part of the base rent shall be abated until so repaired, provided, however, that Lessor may elect not to rebuild in the event of such casualty; and further provided, that if the casualty occurs during the last 18 months of this Lease, Tenant may elect to terminate its Lease as a result of such casualty.
- B. **Extensive Damage Election:** If more than one-third of the Building shall be destroyed or damaged by fire or other casualty, so as to become wholly untenable, or if the unexpired portion of the Term shall be eighteen (18) months or less at the date of the damage, regardless of extent, or if the cost to Lessor to repair the Premises shall be estimated at \$500,000 or more, then Lessor may elect not to repair or rebuild by giving notice in writing terminating this Lease; otherwise Lessor shall, within thirty (30) days after such damage, give Tenant notice of its intention to repair or rebuild and shall proceed with reasonable speed. The obligation of Lessor hereunder and under Paragraph (A) of this Article shall be limited to structural repair of the Building.



16. **Assignment and Subletting.** Except as otherwise herein provided, Tenant shall not assign, mortgage, pledge, hypothecate or encumber this Lease or the leasehold estate hereby created or any interest herein. Tenant shall not sublet the Premises or any portion thereof, or license the use of all or any portion of the Premises, without the written consent of Lessor first had and obtained therefore; provided, however, that Landlord may utilize some reasonable portion of its space for its own library purposes or reading room. In the absence of an express agreement in writing to the contrary and executed by Lessor, no assignment, mortgage, pledge, hypothecation, encumbrance, subletting or license hereof or hereunder shall act as a release of Tenant from any of the provisions, covenants and conditions of this Lease on the part of Tenant to be kept and performed.

17. **Right of Access.**

- A. **Notices, Inspection and Liability:** Lessor, and its authorized agents and representatives, shall be entitled to enter the Premises at all reasonable times for the purpose of inspecting the Premises or any portion thereof, and for the purpose of making necessary repairs to the Premises and performing any work therein or thereon which Lessor may elect, or be required, to make hereunder, or which may be necessary to comply with any laws, ordinances, rules, regulations or requirements of any public authority or any applicable standards that may from time to time be established by the National Board of Fire Underwriters, the National Fire Protective Association, or any similar body, or which Lessor may deem necessary or appropriate to prevent waste, loss, damage of or deterioration to or in connection with the Premises. Nothing contained herein shall impose or be deemed to impose any duty on the part of Lessor to do any work of repair, maintenance, reconstruction or restoration, which under any provision of this Lease is required to be done by Tenant, and the performance thereof by Lessor shall not constitute a waiver of Tenant's default in failing to do the same. Lessor may, during the progress of any work on the Premises, keep and store upon the Premises all necessary materials, tools, and equipment. Lessor shall not in any event be liable for inconvenience, annoyance, disturbance, loss of business or quiet enjoyment, or other damage or loss to Tenant by reason of making any such repairs or performing any such work upon the Premises, or on account of bringing materials, supplies and equipment into, upon or through the Premises during the course thereof, and the obligations of Tenant under this Lease shall not thereby be affected in any manner whatsoever. Lessor shall, however, in connection with the performance of any such work, cause as little inconvenience, disturbance or other damage or loss to Tenant as may be reasonably possible under the circumstances.

- B. **Sale and Leasing:** Lessor and its authorized agents and representatives, shall be entitled to enter the Premises at all reasonable times for the purpose of exhibiting the same to prospective purchasers and, during the final six (6) months of the Term, Lessor shall be entitled to exhibit the Premises for hire or rent and to display thereon in such manner as will not unreasonably interfere with Tenant's business the usual "For or "For Lease" signs, and such signs shall remain unmolested on the Premises.

18. **Default by Tenant.**

- A. **Notice and Termination, Lessor's Options:** In the event that: (i) Tenant shall default in the payment of any Rent required to be paid hereunder and such default continues for five (5) days after written notice thereof from Lessor to Tenant, or (ii) Tenant shall default in the performance of any other provision, covenant or condition of this Lease on the part of Tenant to be kept and performed and such default continues for ten (10) days after written notice thereof from Lessor to Tenant, provided, however, that if the default complained of in such notice is of such a nature that the same can be rectified or cured, but cannot with reasonable diligence be done within said ten (10) day period, then such default shall be deemed to be rectified or cured if Tenant shall, within said ten (10) day period, commence to rectify and cure the same and shall thereafter complete such rectification and cure with all due diligence, and in any event within thirty (30) days from the date of giving of such notice, or Lessor shall, at its sole option, (and in addition to all other rights and remedies it may have according to this Lease or by law provided) have the following rights:

1. The right to cure any such default and all costs and expenses incurred by Lessor in doing so shall become immediately due and payable as Additional Rent; or
2. The right to declare the Term ended and to re-enter the Premises and take possession thereof, and to terminate all of the rights of Tenant in and to the Premises; or
3. The right without declaring the Term ended, to re-enter the Premises and to occupy the same, or any portion thereof, or to lease the whole or any portion thereof, for and on account of Tenant as hereinafter provided; or
4. The right, even though it may have relet all or any portion of the Premises, to thereafter at any time elect to terminate this Lease for such previous default on the part of Tenant,

and to terminate all of the rights of Tenant in and to the Premises.

Pursuant to said rights of re-entry, Lessor may remove all persons from the Premises using such force as may be necessary therefor and may, but shall not be obligated to, remove all property therefrom, including, but not limited to Tenant's property, and may, but shall not be obligated to, enforce any rights Lessor may have against said property, or store the same in any public or private warehouse or elsewhere at the cost and for the account of Tenant or the owners or owner thereof.

Notwithstanding anything contained herein to the contrary, Lessor shall not be deemed to have terminated this Lease or the liability of Tenant to pay any rent or other sum of money thereafter to accrue hereunder, or Tenant's liability for damages under any of the provisions hereof, by any such re-entry, or by any action in unlawful detainer or otherwise to obtain possession of the Premises, unless Lessor shall have notified Tenant in writing that it has so elected to terminate this Lease. Tenant covenants and agrees that the service by Lessor of any notice pursuant to the unlawful detainer statutes of the State of Minnesota and the surrender of possession pursuant to such notice shall not (unless Lessor elects to the contrary at the time of, or at any time subsequent to, the service of such notice, and Lessor's election be evidenced by written notice thereof to Tenant) be deemed to be a termination of this Lease, or the termination of any liability of Tenant hereunder to Lessor.

Notwithstanding anything contained herein to the contrary, in the event that Tenant vacates all or a portion of the Premises prior to the end of the Lease term, Lessor agrees, in good faith, to use all reasonable efforts to re-let such vacated Premises, but nothing herein shall be deemed to remove, amend or modify any other remedies which Lessor may have due to a default by Tenant. As used herein, "reasonable efforts" means placing an appropriate rental sign on the building and pursuing all bona fide offers for a lease of such vacated Premises at fair market value.

**B. Right to Re-let Premises:**

1. In the event Lessor elects to re-enter the Premises as hereinabove provided, or should Lessor take possession thereof pursuant to legal proceedings or pursuant to any notice provided for by law, Lessor may at its option either terminate this Lease, or it may from time to time without terminating this Lease re-let the Premises, or any portion thereof (but nothing contained herein shall be construed as

obligating Lessor to re-let the whole or any portion of the Premises) for such a term or terms (which may be for a term extending beyond the Term) and at such reasonable rental or rentals, at then current market rates, and upon such other terms and conditions as Lessor, in its sole discretion, may deem advisable. In addition to the foregoing, Lessor shall have the right, but not the obligation, to make such alterations and repairs to the Premises, and to divide or subdivide the Premises, as may be required or occasioned by any such re-letting. In the event Lessor re-lets the Premises, or any portion thereof, it may execute any such Lease either in its own name or in the name of Tenant as Lessor shall see fit, but the Tenant in such lease of re-letting shall be under no obligation whatsoever to see the application by Lessor of any rent collected by Lessor from such Tenant, nor shall Tenant hereunder have any right or authority whatsoever to collect any rent from the Tenant in the lease of re-letting.

2. Upon such re-letting, Lessor shall apply the rentals and sums received from such re-letting in the following order: (a) first, to the payment of costs of recovering the Premises including, without limitation, court costs and reasonable attorney's fees; (b) second, to the payment of any costs and expenses of said re-letting including, without limitation, the costs of alterations and repairs, dividing and subdividing, of the Premises in connection therewith, and to the payment of any brokerage commissions or other similar expenses of Lessor in connection with such re-letting; (c) third, the balance, if any, shall then be applied by Lessor, from time to time, but in any event not less often than once each month, on account of the payments of rent and other payments on the part of Tenant due and payable hereunder; and (d) fourth, the residue, if any, shall be held by Lessor and applied in payment of future Rent and other payments on the part of Tenant as the same may become due and payable hereunder.

- C. **Damages on Termination**: Should Lessor at any time terminate this Lease for any default, breach or failure of Tenant hereunder, then, in addition to any other rights or remedies available to Lessor hereunder or by law provided, Lessor may have and recover from Tenant all damages Lessor may incur by reason of such default, breach or failure including, without limitation, all costs of recovering the Premises including, without limitation, court costs and reasonable attorney's fees for services in recovering possession, all costs and expenses of any re-letting including, without limitation, all costs of alterations and repairs,

dividing and subdividing, of the Premises in connection therewith, all brokerage commissions or other similar expenses of Lessor in connection with such re-letting, or, at the option of Lessor, Lessor may have and recover from Tenant the worth at the time of termination of this Lease, of the excess, if any, of the Rent reserved in this Lease for the remainder of the Term, over the then reasonable rental value of the Premises for the same period, all of which amounts, including all court costs and reasonable attorney's fees of Lessor, shall be immediately due and payable by Tenant to Lessor.

- D. **Waiver of Default:** The waiver by Lessor of any default or breach of any of the provisions, covenants or conditions hereof on the part of Tenant to be kept and performed shall not be a waiver of any preceding or subsequent breach of the same or any other provision, covenant or condition contained herein. The subsequent acceptance of Rent or any other payment hereunder by Tenant to Lessor shall not be construed to be a waiver of any preceding breach by Tenant of any provision, covenant, or condition of this Lease other than the failure of Tenant to pay the particular rental or other payment or portion thereof so accepted, regardless of Lessor's knowledge of such preceding breach at the time of acceptance of such Rent or other payment.

19. **Liens.**

- A. **Indemnification:** Tenant shall at all times indemnify, save and hold Lessor and the Premises free, clear and harmless from any claims, liens, demands, charges, encumbrances or litigation (including attorney's fees) arising directly or indirectly out of any use, occupancy or activity of Tenant, or out of any work performed, material furnished, or obligations incurred by Tenant, in, upon, about or otherwise in connection with the Premises, and shall pay or cause to be paid for all work performed and material furnished to the Premises which will or may result in a lien on the Premises or Lessor's reversionary estate therein, and will keep the Premises free and clear of all mechanic's liens and materialmen liens.
- B. **Contest of Liens:** If Tenant desires to contest any claim of lien, it shall within fifteen (15) days after the filing of the lien for record furnish Lessor with cash security in the amount of the claim of lien, plus estimated costs and interest, or shall furnish Lessor with a bond of a responsible corporate surety in the same amount conditioned upon the discharge of the lien. Nothing contained herein shall prevent Lessor, at the cost and for the account of Tenant, from obtaining and filing a bond conditioned upon the discharge of such lien, in the event Tenant fails or refuses to

furnish the same within said fifteen (15) day period, and all costs incurred by Lessor in so doing shall be immediately due and payable as Additional Rent.

- C. **Satisfaction of Liens:** Immediately upon entry of final judgment in any such action in which Tenant contests any such claim of lien, and if such final judgment shall establish the validity of the lien, or any part thereof, and within fifteen (15) days after the filing of any lien for record which Tenant does not contest, Tenant shall fully pay and discharge such judgment or lien, as the case may be, and Tenant shall reimburse Lessor upon demand for any and all loss, damage and expense, including reasonable attorney's fees, which Lessor may suffer or be put to by reason thereof. Nothing contained herein shall prevent Lessor, at the cost and for the account of Tenant, from satisfying any such judgment or lien, as the case may be, in the event Tenant fails or refuses to satisfy the same as herein provided, and all costs incurred by Lessor in so doing shall be immediately due and payable as Additional Rent.
- D. **Notice to Lessor:** Should any claim or lien be filed against the Premises, or any action or proceeding be instituted affecting the title to the Premises, Tenant shall give Lessor written notice thereof as soon as Tenant obtains knowledge thereof.

20. **Subordination.** Tenant agrees upon request of Lessor to subordinate this Lease and its rights hereunder to the lien of any mortgage, deed of trust or other encumbrance, together with any conditions, renewals, extensions or replacements thereof, now or hereafter placed, charged or enforced against the Premises, the Building, or the Property, or any portion or portions thereof, and to execute and deliver at any time and from time to time upon demand by Lessor such documents as may be required to effectuate such subordination, and in the event that Tenant shall fail, neglect or refuse to execute and deliver any such document within ten (10) days after receipt of written notice so to do and the receipt by Tenant of the document to be executed by it, Tenant hereby appoints Lessor, its successors and assigns, the attorney-in-fact of Tenant irrevocably to execute and deliver any and all such documents for and on behalf of Tenant; provided, however, that Tenant shall not be required to effectuate such subordination, nor shall Lessor be authorized to effectuate such subordination on behalf of Tenant, unless the mortgagee or trustee named in such mortgage, deed of trust or other encumbrance shall first agree in writing, for the benefit of Tenant, that so long as Tenant is not in default under any of the provisions, covenants or conditions of this Lease on the part of Tenant to be kept and performed, that neither this Lease nor any of the rights of Tenant hereunder shall be terminated or modified or be subject to termination or modification, nor shall Tenant's possession of the Premises be disturbed or interfered with, by any trustee's sale or by any action or proceeding to foreclose said mortgage, deed of trust or other encumbrance.

21. **Estoppel Certificate.** Tenant agrees that at any time during the Term, and within ten (10) days after demand therefor by Lessor, to execute and deliver to Lessor or to any proposed mortgagee, trustee, beneficiary or purchaser, a certificate in recordable form certifying that this Lease is in full force and effect and that there are no defenses or offsets thereto, or stating such defenses or offsets as are claimed by Tenant, and the dates to which all Rent has been paid, or containing other information usually set forth in certificates of a similar nature.
22. **Force Majeure.** Whenever a day is appointed herein on which, or a period of time is appointed within which, either party hereto is required to do or complete any act, matter or thing, the time for the doing or completion thereof shall be extended by a period of time equal to the number of days on or during which party is prevented from, or is unreasonably interfered with, the doing or completion of such act, matter or thing because of strikes, lockouts, embargoes, unavailability of labor or materials, wars, insurrections, rebellions, declaration of national emergencies, acts of God, or other causes beyond such party's reasonable control (financial inability excepted); provided, however, nothing contained in this Section shall excuse Tenant from the prompt payment of any rental or other charge required of Tenant hereunder except as may be expressly provided elsewhere in this Lease.
23. **No Partnership.** Anything contained herein to the contrary notwithstanding, Lessor does not in any way or for any purpose become a partner of Tenant in the conduct of its business, or otherwise, or a joint venturer or member of a joint enterprise with Tenant hereunder.
24. **Remedies Cumulative.** The various rights, options, elections and remedies of Lessor and Tenant, respectively contained in this Lease shall be cumulative and no one of them shall be construed as exclusive of any other, or of any right, priority or remedy allowed or provided for by law and not expressly waived in this Lease.
25. **Amendment.** The terms of this Lease may be amended by written mutual consent of the parties.
26. **Early Termination.** Either party may terminate this Lease upon sixty (60) days written notice to the other party.
27. **Renewal.** This Lease may be extended by Landlord for a period of up to \_\_\_\_\_ years upon written notice provided by Tenant before sixty (60) days of the expiration of any Lease term.
28. **Entire Agreement.** All understandings and agreements heretofore made between the parties hereto are merged into this Agreement, which alone fully and completely expresses their Agreement.

**IN WITNESS WHEREOF**, the parties hereto have signed this Lease, and all Exhibits hereto, the date and year first above written.

[SIGNATURES ON FOLLOWING PAGES]



**LESSOR:**

**CITY OF LAKE ELMO**

By: \_\_\_\_\_  
Dean Johnston  
Its: Mayor

STATE OF MINNESOTA        )  
  )ss.  
COUNTY OF WASHINGTON    )

On this day of \_\_\_\_\_, 2011, before me, a notary public within and for said county, personally appeared Dean Johnston, to me known to be the Mayor, of the City of Lake Elmo, a Minnesota statutory city, and he executed the foregoing instrument and acknowledged that he executed the same by authority of and on behalf of the city.

\_\_\_\_\_  
Notary Public

TENANT:

LAKE ELMO REGIONAL ART  
CENTER

By: \_\_\_\_\_  
Robert Meyer  
Its: Executive Director

STATE OF MINNESOTA        )  
  )ss.  
COUNTY OF WASHINGTON    )

On this of \_\_\_\_\_, 2011, before me, a notary public within and for said county, personally appeared Robert Meyer, to me known to be the Executive Director of the Lake Elmo Regional Art Center, and he executed the foregoing instrument and acknowledged that he executed the same by authority of and on behalf of the corporation.

THIS INSTRUMENT WAS DRAFTED BY:  
David K. Snyder  
Eckberg, Lammers, Briggs, Wolff & Vierling, P.L.L.P.  
1809 Northwestern Avenue  
Stillwater, MN 55082  
651-439-2871

**EXHIBIT A**

**DESCRIPTION OF PREMISES**

Main Floor of residential dwelling and detached garage located at 3585 Laverne Avenue, Lake Elmo, Minnesota. The Premises do not include the second floor, the attic and the basement provided that such areas may be accessed with the written consent of the Lessor when necessary for maintenance purposes.



## MAYOR & COUNCIL COMMUNICATION

DATE: 8/09/2011

**CONSENT**

ITEM #: 4

**MOTION**

**AGENDA ITEM:** Authorization Animal Control Services Joint Powers Agreement with Washington County Sheriff's Office

**SUBMITTED BY:** Tom Bouthilet, Finance Director

**THROUGH:** Bruce Messelt, City Administrator *BAW*

**REVIEWED BY:** Dave Snyder, City Attorney  
Washington County Sheriff's Department

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**SUMMARY AND ACTION REQUESTED:** The City Council is respectfully requested to consider authorizing a Joint Powers Agreement for animal control services between the City and the Washington County Sheriff's Office. No specific motion is needed, as this is recommended to be part of the overall approval of the *Consent Agenda*.

**BACKGROUND INFORMATION:** In lieu of contracted services, the City is proceeding with developing an arrangement whereby contracted Sheriff's deputies will be responding to animal control needs. To undertake this, the City recently purchased certain animal control equipment and has made available the City's old Crown Victoria for animal control seizure and transport.

Under the proposed Joint Powers Agreement, the Washington County Sheriff's Office will provide training for current deputies to respond to calls in Lake Elmo for animal control services. Washington County anticipates making an old K-9 vehicle available for this service in the near future. Under the JPA, the City will be billed for actual vehicle expenses and consumables only. Similarly, should Washington County need to utilize City equipment and supplies, the City will be reimbursed accordingly.

A separate agreement is forthcoming with a selected animal shelter for impound, boarding and emergency (required) veterinary services, as well as disposition of unclaimed animals.

**RECOMMENDATION:** It is recommended that the City Council consider authorizing a Joint Powers Agreement for animal control services between the City and the Washington County Sheriff's Office, including seizure and transport. No specific motion is needed, as this is recommended to be part of the overall approval of the *Consent Agenda*.

Alternatively, the City Council does have the authority to remove this item from the *Consent Agenda*, further discuss, deliberate and modify any decision prior to taking action. If done so, the appropriate action of the Council following such discussion would be:

***“Move to Approve the Joint Powers Agreement with the Washington County Sheriff's Office for provision of Animal Control Services [as amended/modified at tonight's meeting].”***

**ATTACHMENTS:** Proposed Joint Powers Agreement for Animal Control Services

**SUGGESTED ORDER OF BUSINESS (if removed from the Consent Agenda):**

- Questions from Council to Staff..... Mayor Facilitates
- Call for Motion ..... Mayor & City Council
- Discussion..... Mayor Facilitates
- Action on Motion..... Mayor & City Council

**Joint Powers Agreement Between The City of Lake Elmo and  
The Washington County Sheriff's Office for Animal Control**

WHEREAS, under Minnesota Statutes, Section 471.59, subd. 1, two governmental units may enter into an agreement to cooperatively exercise any power common to the contracting parties, and one of the participating governmental units may exercise one of its powers on behalf of the other governmental unit: and,

WHEREAS, City of Lake Elmo ("City") and Washington County Sheriff's Office ("Sheriff") are authorized by Minnesota law to regulate animals within their respective jurisdiction: and,

WHEREAS, both parties desire to enter into a joint powers agreement for the purpose of describing the terms and conditions by which the Sheriff Office is the animal control within the City,

NOW, THEREFORE, THE CITY AND SHERIFF AGREE AS FOLLOWS:

1. The recitals set forth in the whereas clauses above are incorporated as if fully set forth herein.
2. At the request of the City of Lake Elmo, the Washington County Sheriff's Office shall provide the City animal control services.
  - a. The City authorizes the Washington County Sheriff's Office to apprehend and retain dogs, cats and other domesticated animals, and/or issue citation tags for violations of the City Ordinances related to animals.
  - b. The services shall be provided by request through the Sheriff's Office Communications Center.
  - c. The Communication Center shall dispatch the Sheriff's Office Lake Elmo Contract car or assigned reserves, provided the car is available and dispatch is feasible.

- d. The Washington County Sheriff's Office shall impound animals at a location directed by the City, or by ruling of the Minnesota Board of Health or other Minnesota or United States agency with jurisdiction.
  - e. Impounded animals shall be checked for identification as required by Minnesota Statutes Chapter 346.
3. The parties will pay the actual costs of services provided, pursuant to this agreement, which cost will be based on the cost of vehicle and supplies. Boarding, veterinarian fees and related charges for an animal will be directly contracted for between the City and the impound service provider.
  - a. The City and Sheriff will work cooperatively for the provision of the most cost effective vehicle and supplies. Approved IRS rates shall be used for vehicle reimbursement. Actual replacement cost shall be used for supplies and consumables.
  - b. If available, the vehicle and supplies may be utilized for animal control services outside of the City of Lake Elmo, at the determination of the Sheriff, provided that the City of Lake Elmo will not be billed for such and the City shall be appropriately reimbursed by the Sheriff or benefitting party for use of said vehicle and supplies.
  - c. The billing party shall invoice the billed party for such costs, and the billed party shall pay the invoice within 30 days of receipt.
4. Either party may terminate this agreement for any reason by giving a 30-day written notice to the other party.
5. Each party shall be liable for its own acts to the extent provided by law and hereby agrees to indemnify, hold harmless and defend the other, its Deputies and employees against any and all liability, loss, cost, damages, expenses, claims, or claims which the other may hereafter sustain arising out of or by reason of any negligent act or omission of the party or its employees in the performance or failure to adequately perform its obligation under this agreement.
  - a. The Parties liabilities shall be governed by the provisions of Minnesota State Statute Chapter 466 and section 471.59 subd. 1a.
6. Neither party may assign the agreement without the written consent of the other party.

7. This agreement constitutes the entire agreement between the parties. There are no understandings, agreements or representations, oral or written, not otherwise provided herein. By the signatures below of their legally authorized representatives, the parties acknowledge that they have read the agreement, understand its terms and agree to be bound thereby.

IN WITNESSETH WHEREOF, the parties have caused this agreement to be duly executed this \_\_\_\_ day of \_\_\_\_\_, 2011

CITY OF LAKE ELMO:

Washington County Sheriff's Office:

By: \_\_\_\_\_

By: \_\_\_\_\_

Its Mayor

Its Sheriff

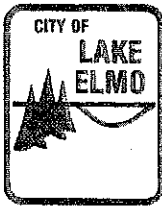
Attest: \_\_\_\_\_

Attest: \_\_\_\_\_

Its City Clerk

Its Chief Deputy





# MAYOR & COUNCIL COMMUNICATION

DATE: 8/09/2011  
**CONSENT**  
ITEM #: 5  
**MOTION**

**AGENDA ITEM:** Approve Cleaning Services for City Hall and Fire Hall

**SUBMITTED BY:** Sharon Lumby, City Clerk

**REVIEWED BY:** Bruce A. Messelt, City Administrator *BAM*  
Tom Bouthilet, Finance Director

**SUMMARY AND ACTION REQUESTED:** City Council consideration is respectfully requested for carpet and chair cleaning services at City Hall and Fire Station One. No specific motion is needed, as this is recommended to be part of the overall approval of the *Consent Agenda*.

**BACKGROUND INFORMATION & STAFF REPORT:** It has been several years since the City Hall carpets have been professionally cleaned. In addition, the "new" Chamber chairs have not been cleaned since acquired from Oak Park Heights. Both the carpeting and chairs show significant dirt and some staining. Periodic cleaning also increases the longevity of these furnishings.

Sufficient funds have been budgeted in 2011 for undertaking of this periodic cleaning and maintenance activity; thus no formal budget amendment is required. However, City Council approval is requested given the highly visible nature of this activity and in order to allow for recognition of efforts by the City to maintain and utilize existing assets. The following cost estimates have been received:

	<u>City Hall</u>	<u>Fire Hall</u>	<u>Chairs</u>	<u>TOTAL</u>
			(approx. 45 chairs)	
ServiceMaster	\$439.11	\$150	\$4.00 per chair	\$769.11
Coverall	\$599.00	\$150	\$2.50 per chair	\$824.00

**RECOMMENDATION:** City Council consideration is respectfully requested for carpet and chair cleaning services at City Hall and Fire Station One. No specific motion is needed, as this is recommended to be part of the overall approval of the *Consent Agenda*.

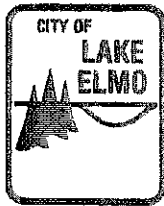
Alternatively, the City Council does have the authority to remove this item from the *Consent Agenda*, further discuss, deliberate and modify any decision prior to taking action. If done so, the appropriate action of the Council following such discussion would be:

***“Move to authorize the City to contract with Servicemaster to clean the carpet at Fire Station One and City Hall and to clean the City Council chamber chairs, at an approximate cost of \$769.11 [as amended/modified at tonight’s meeting].”***

**ATTACHMENTS:** None

**SUGGESTED ORDER OF BUSINESS (if removed from the Consent Agenda):**

- Questions from Council to Staff ..... Mayor Facilitates
- Call for Motion ..... Mayor & City Council
- Discussion ..... Mayor Facilitates
- Action on Motion..... Mayor & City Council



## MAYOR & COUNCIL COMMUNICATION

DATE: 08/09/2011  
CONSENT  
ITEM #: 6  
MOTION *as part of Consent Agenda*

**AGENDA ITEM:** Consideration of Adoption of Medical Restrictions Policy

**SUBMITTED BY:** Tom Bouthilet, Finance Director

**THROUGH:** Personnel Subcommittee  
Bruce Messelt, City Administrator *BAM*

**REVIEWED BY:** Sharon Lumby, City Clerk  
Dave Snyder, City Attorney

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**SUMMARY AND ACTION REQUESTED:** The City Council is respectfully requested to affirmatively consider adoption of a new City policy pertaining to work-related and non-work related medical restrictions. No specific motion is needed, as this is recommended to be part of the overall approval of the *Consent Agenda*.

**BACKGROUND INFORMATION:** The League of Minnesota City Insurance Trust strongly recommends, whenever possible, employees injured on the job be placed on modified duties. In part, this policy is intended to maintain the City's premium rates. This also keeps the Employee engaged, which has statistically resulted in accelerated return to work status.

**STAFF REPORT:** The proposed Medical Restrictions policy will apply to all City Personnel, including Salaried, Full Time, Part Time, Seasonal, and Paid on Call. Under this policy, employees who have restrictions placed on them by their personal physician or a physician representing the City for work related, on the job injury or a non-work related injury will be placed on modified duties, whenever possible. The proposed Policy reads as followed:

*Once an employee is placed on medical restriction, a determination will be made by their supervisor as to their ability to perform assigned job duties, and to what level, degree scope or restriction, based upon their medical restriction(s). Every effort will be made by the Employee to continue working within the limitation(s) of the medical restriction(s). Employees may be placed on "restricted duty" or "light duty" status, when appropriate and when reasonable accommodations are*

*available. The supervisor will review his/her determination with the City Administrator on a case by case basis and will continue to monitor and evaluate such restrictions until such time as subsequent modifications are required or the Employee returns to full duty.*

*Once a determination has been made regarding placement on "modified duty" or "light duty," the results will be presented in writing and explained to the employee. The written determination will be signed by the City Administrator, Supervisor and the Employee. A copy of this determination will be delivered to the Employee and the Personnel Director.*

*The Employer is neither responsible for compensation for work time lost, nor obligated to provide job-related accommodation, to Employee for non-work related injury, above and beyond that prescribed in federal law, state statute, or City ordinances and policies.*

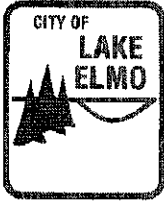
**RECOMMENDATION:** It is recommended that the City Council affirmatively consider adoption of a new City policy pertaining to work-related and non-work related medical restrictions. No specific motion is needed, as this is recommended to be part of the overall approval of the *Consent Agenda*.

Alternatively, the City Council does have the authority to remove this item from the *Consent Agenda*, further discuss, deliberate and modify any decision prior to taking action. If done so, the appropriate action of the Council following such discussion would be:

***"Move to Adopt a Medical Restrictions Policy, [as amended/modified at tonight's meeting]."***

**SUGGESTED ORDER OF BUSINESS (if removed from the Consent Agenda):**

- Questions from Council to Staff ..... Mayor Facilitates
- Call for Motion ..... Mayor & City Council
- Discussion ..... Mayor & City Council
- Action on Motion ..... Mayor Facilitates



# MAYOR & COUNCIL COMMUNICATION

DATE: 8/09/2011  
REGULAR  
ITEM #: 7  
MOTION Resolution No. 2011-030

**AGENDA ITEM:** Resolution No. 2011-030 Authorizing a Master Joint Powers Agreement with Bureau of Criminal Apprehension

**SUBMITTED BY:** Dave Snyder, City Attorney

**THROUGH:** Bruce Messelt, City Administrator *BAM*

**REVIEWED BY:** Tom Bouthilet, Finance Director

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**SUMMARY AND ACTION REQUESTED:** The City Council is respectfully requested to consider approving Resolution No. 2011-030 authorizing a Master Joint Powers Agreement between the City and the State of Minnesota's Department of Public Safety, Bureau of Criminal Apprehension (BCA) for utilization of certain systems and tools available over the State's criminal justice data communications network. The suggested motion to do so is as follows:

*"Move to approve Resolution No. 2011-030, authorizing a Master Joint Powers Agreement with the Bureau of Criminal Apprehension for the use of systems and tools available over the State's criminal justice data communications network."*

**BACKGROUND INFORMATION:** This item has been scheduled at the request of the City Attorney. The Washington County Sheriff's Office and the City Attorney utilize certain systems and tools available over the State's criminal justice data communications network. The State BCA has requested timely approval of a Master Joint Powers Agreement (JPA) with the City to cover such utilization.

Such JPA must be approved by the City Council, as per Minn. Stat. § 471.59, Subd. 1. Associated costs for these services are already indirectly paid for via the current contracts with the City Attorney and Sheriff's Office.

**RECOMMENDATION:** It is recommended that the City Council consider approving Resolution No. 2011-030, authorizing a Master Joint Powers Agreement between the City and the State of Minnesota's Department of Public Safety, Bureau of Criminal Apprehension (BCA). The suggested motion to do so is as follows:

***“Move to approve Resolution No. 2011-030, authorizing a Master Joint Powers Agreement with the Bureau of Criminal Apprehension for the use of systems and tools available over the State’s criminal justice data communications network.”***

Alternatively, the City Council does have the authority to further discuss, deliberate and modify any decision prior to taking action. If done so, the appropriate action of the Council following such discussion would be:

***“Move to approve Resolution No. 2011-030, authorizing a Master Joint Powers Agreement with the Bureau of Criminal Apprehension [as amended/modified at tonight’s meeting].”***

**ATTACHMENTS:** Resolution No. 2011-030  
Master Joint Powers Agreement with BCA

**SUGGESTED ORDER OF BUSINESS:**

- Introduction of Item/Brief Report..... City Attorney
- Questions from Council to Staff..... Mayor Facilitates
- Public Input, if Appropriate ..... Mayor Facilitates
- Call for Motion ..... Mayor & City Council
- Discussion..... Mayor Facilitates
- Action on Motion..... Mayor & City Council

CITY OF LAKE ELMO  
WASHINGTON COUNTY, MINNESOTA

RESOLUTION NO. 2011-030

A RESOLUTION APPROVING STATE OF MINNESOTA JOINT POWERS  
AGREEMENTS WITH THE CITY OF LAKE ELMO ON BEHALF OF ITS CITY  
ATTORNEY AND WASHINGTON COUNTY SHERIFF'S DEPARTMENT

WHEREAS, the City of Lake Elmo on behalf of its Prosecuting Attorney and Washington County Sheriff's Department desires to enter into Joint Powers Agreements with the State of Minnesota Department of Public Safety, Bureau of Criminal Apprehension to use systems and tools available over the State's criminal justice data communications network for which the City is eligible. The Joint Powers Agreements further provide the City with the ability to add, modify and delete connectivity, systems and tools over the five year life of the agreement and obligates the City to pay the costs for the network connection.

NOW, THEREFORE, BE IT RESOLVED by the City Council of Lake Elmo, Minnesota as follows:

1. That the State of Minnesota Joint Powers Agreements by and between the State of Minnesota acting through its Department of Public Safety, Bureau of Criminal Apprehension and the City of Lake Elmo on behalf of its Prosecuting Attorney and Washington County Sheriff's Department are hereby approved. Copies of the two Joint Powers Agreements are attached to this Resolution and made a part of it.
2. That the Washington County Sheriff, Bill Hutton, or his successor, is designated the Authorized Representative for the Washington County Sheriff's Department. The Authorized Representative is also authorized to sign any subsequent amendment or agreement that may be required by the State of Minnesota to maintain the City's connection to the systems and tools offered by the State.
3. That the City of Lake Elmo's Prosecuting Attorney, David Snyder, or his successor, is designated the Authorized Representative for the Prosecuting Attorney. The Authorized Representative is also authorized to sign any subsequent amendment or agreement that may be required by the State of Minnesota to maintain the City's connection to the systems and tools offered by the State.

To assist the authorized Representative with the administration of the agreement, Bruce A. Messelt, Lake Elmo City Administrator, is appointed as the Authorized Representative's designee.

4. That Dean A. Johnston, the Mayor for the City of Lake Elmo and Sharon Lumby, the City Clerk, are authorized to sign the State of Minnesota Joint Powers Agreements.

Passed and Adopted by the Council on the 9<sup>th</sup> day of August, 2011.

CITY OF LAKE ELMO

\_\_\_\_\_  
By: Dean A. Johnston  
Its Mayor

ATTEST: \_\_\_\_\_  
By: Sharon Lumby  
Its City Clerk



# ECKBERG LAMMERS

ATTORNEYS AT LAW

Writer's Direct Dial:  
(651) 351-2131

Writer's Email:  
[dsnyder@eckberglammers.com](mailto:dsnyder@eckberglammers.com)

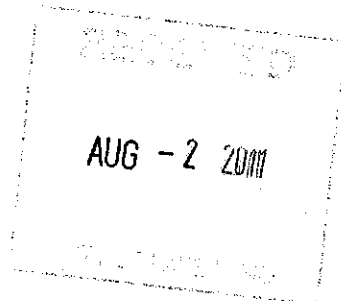
**Stillwater Office:**  
1809 Northwestern Avenue  
Stillwater, Minnesota 55082  
(651) 439-2878  
Fax (651) 439-2923

July 28, 2011

**Hudson Office:**  
430 Second Street  
Hudson, Wisconsin 54016  
(715) 386-3733  
Fax (715) 386-6456

[www.eckberglammers.com](http://www.eckberglammers.com)

Bruce Messelt, City Administrator  
City of Lake Elmo  
3800 Laverne Avenue North  
Lake Elmo, MN 55042



Re: *City of Lake Elmo - BCA Contract*

Dear Bruce:

Enclosed herewith, please find a BCA contract. It was in my inbox at City Hall. I think if it has been approved by Council, it can be signed on behalf of the City. Note that the BCA is looking for either approved minutes which reflect the approval of this document or execution of the enclosed resolution approving it. I do not remember if this was placed on a consent agenda recently but it could be contained in the Minutes. If we have final approved minutes, we could send this back to BCA with signatures on it.

Let me know if you need anything further. Thank you.

Sincerely,

David K. Snyder

DKS/mah  
Enclosure



Alcohol &  
Gambling  
Enforcement

ARMER/911  
Program

Bureau of  
Criminal  
Apprehension

Driver and  
Vehicle Services

Homeland  
Security and  
Emergency  
Management

Minnesota  
State Patrol

Office of  
Communications

Office of  
Justice Programs

Office of  
Traffic Safety

State Fire  
Marshal and  
Pipeline Safety



## Bureau of Criminal Apprehension

1430 Maryland Avenue E., St. Paul, Minnesota 55106  
Phone: 651/793-7000 FAX: 651/793-7001 TTY: 651/282-6555  
Internet: <http://www.dps.state.mn.us/bca/>

June 28, 2011

Bruce Messelt  
City of Lake Elmo  
3800 Laverne Avenue N  
Lake Elmo, MN 55042

JUN 29 2011

Dear Mr. Messelt,

Your City Attorney recently requested additional services. This is a timely opportunity for your agency to adopt the Bureau of Criminal Apprehension's (BCA) new Master Joint Powers Agreement (JPA). The JPA makes adding services much easier.

Enclosed please find six copies of a JPA. Some things to know about some of the information in the JPA:

- Clause 3 references payment. The amount listed, if any, is what your agency currently pays to connect; there are no charges for any additional services requested.

By law (Minn. Stat. §471.59, Subd. 1), the JPA must be approved by your city council. A sample resolution for your use is also enclosed. If you would prefer an electronic version please email your request to the address below.

### Here's what we need from you:

- A copy of the city council's resolution approving the JPA or a copy of the meeting minutes showing the approval. Unapproved meeting minutes are acceptable.
- For statutory cities, the mayor and city clerk must sign the enclosed agreement (Minn. Stat. §412.201).
- For home rule charter cities, the council may delegate signing to a city employee (Minn. Stat. Ch. 410).
- For home rule charter cities, a copy of the document delegating signing authority.
- All six copies of the JPA with appropriate signatures.

If you have any questions please contact me at 651-793-2734 or [Julie.johansen@state.mn.us](mailto:Julie.johansen@state.mn.us).

Sincerely,

Julie Johansen  
Contracts and Grants Specialist

Enclosures

**STATE OF MINNESOTA  
JOINT POWERS AGREEMENT  
CRIMINAL JUSTICE AGENCY**

This agreement is between the State of Minnesota, acting through its Department of Public Safety, Bureau of Criminal Apprehension ("BCA") and the City of Lake Elmo on behalf of its Prosecuting Attorney ("Agency").

**Recitals**

Under Minn. Stat. § 471.59, the BCA and the Agency are empowered to engage in such agreements as are necessary to exercise their powers. Under Minn. Stat. § 299C.46 the BCA must provide a criminal justice data communications network to benefit criminal justice agencies in Minnesota. The Agency is authorized by law to utilize the criminal justice data communications network pursuant to the terms set out in this agreement. In addition, BCA either maintains repositories of data or has access to repositories of data that benefit criminal justice agencies in performing their duties. Agency wants to access these data in support of its criminal justice duties.

The purpose of this Agreement is to create a method by which the Agency has access to those systems and tools for which it has eligibility, and to memorialize the requirements to obtain access and the limitations on the access.

**Agreement**

**1 Term of Agreement**

- 1.1 **Effective date:** This Agreement is effective on the date the BCA obtains all required signatures under Minn. Stat. § 16C.05, subdivision 2.
- 1.2 **Expiration date:** This Agreement expires five years from the date it is effective.

**2 Agreement between the Parties**

**2.1 General access.** BCA agrees to provide Agency with access to the Minnesota Criminal Justice Data Communications Network (CJDN) and those systems and tools which the Agency is authorized by law to access via the CJDN for the purposes outlined in Minn. Stat. § 299C.46.

**2.2 Methods of access.**

The BCA offers three (3) methods of access to its systems and tools. The methods of access are:

A. **Direct access** occurs when individual users at the Agency use Agency's equipment to access the BCA's systems and tools. This is generally accomplished by an individual user entering a query into one of BCA's systems or tools.

B. **Indirect access** occurs when individual users at the Agency go to another Agency to obtain data and information from BCA's systems and tools. This method of access generally results in the Agency with indirect access obtaining the needed data and information in a physical format like a paper report.

C. **Computer-to-computer system interface** occurs when Agency's computer exchanges data and information with BCA's computer systems and tools using an interface. Without limitation, interface types include: state message switch, web services, enterprise service bus and message queuing.

For purposes of this Agreement, Agency employees or contractors may use any of these methods to use BCA's systems and tools as described in this Agreement. Agency will select a method of access and can change the methodology following the process in Clause 2.10.

**2.3 Federal systems access.** In addition, pursuant to 28 CFR §20.30-38 and Minn. Stat. §299C.58, BCA will provide Agency with access to the Federal Bureau of Investigation (FBI) National Crime Information Center.

**2.4 Agency policies.** Both the BCA and the FBI's Criminal Justice Information Systems (FBI-CJIS) have policies, regulations and laws on access, use, audit, dissemination, hit confirmation, logging, quality assurance, screening (pre-employment), security, timeliness, training, use of the system, and validation. Agency has created its own policies to ensure that Agency's employees and contractors comply with all applicable requirements. Agency ensures this compliance through appropriate enforcement. These BCA and FBI-CJIS policies and regulations, as amended and updated from time to time, are incorporated into this Agreement by reference. The policies are available at [www.dps.state.mn.us/cjdn/](http://www.dps.state.mn.us/cjdn/).

**2.5 Agency resources.** To assist Agency in complying with the federal and state requirements on access to and use of the various systems and tools, information is available at <https://sps.x.state.mn.us/sites/bcaservicecatalog/default.aspx>.

**2.6 Access granted.**

A. Agency is granted permission to use all current and future BCA systems and tools for which Agency is eligible. Eligibility is dependent on Agency (i) satisfying all applicable federal or state statutory requirements; (ii) complying with the terms of this Agreement; and (iii) acceptance by BCA of Agency's written request for use of a specific system or tool.

B. To facilitate changes in systems and tools, Agency grants its Authorized Representative authority to make written requests for those systems and tools provided by BCA that the Agency needs to meet its criminal justice obligations and for which Agency is eligible.

**2.7 Future access.** On written request by Agency, BCA also may provide Agency with access to those systems or tools which may become available after the signing of this Agreement, to the extent that the access is authorized by applicable state and federal law. Agency agrees to be bound by the terms and conditions contained in this Agreement that when utilizing new systems or tools provided under this Agreement.

**2.8 Limitations on access.** BCA agrees that it will comply with applicable state and federal laws when making information accessible. Agency agrees that it will comply with applicable state and federal laws when accessing, entering, using, disseminating, and storing data. Each party is responsible for its own compliance with the most current applicable state and federal laws.

**2.9 Supersedes prior agreements.** This Agreement supersedes any and all prior agreements between the BCA and the Agency regarding access to and use of systems and tools provided by BCA.

**2.10 Requirement to update information.** The parties agree that if there is a change to any of the information whether required by law or this Agreement, the party will send the new information to the other party in writing within 30 days of the change. This clause does not apply to changes in systems or tools provided under this Agreement.

This requirement to give notice additionally applies to changes in the individual or organization serving a city as its prosecutor. Any change in performance of the prosecutorial function needs to be provided to the BCA in writing by giving notice to the Service Desk, [BCA.ServiceDesk@state.mn.us](mailto:BCA.ServiceDesk@state.mn.us).

**2.11 Transaction record.** The BCA creates and maintains a transaction record for each exchange of data utilizing its systems and tools. In order to meet FBI-CJIS requirements and to perform the audits described in Clause 7, there must be a method of identifying which individual users at the Agency conducted a particular transaction.

If Agency uses either direct access as described in Clause 2.2A or indirect access as described in Clause 2.2B, BCA's transaction record meets FBI-CJIS requirements.

When Agency's method of access is a computer to computer interface as described in Clause 2.2C, the Agency must keep a transaction record sufficient to satisfy FBI-CJIS requirements and permit the audits described in Clause 7 to occur.

If an Agency accesses and maintains data from the Driver and Vehicle Services Division in the Minnesota Department of Public Safety, Agency must have a transaction record of all access to the data that are maintained. The transaction record must include the individual user who requested access, and the date, time and content of the request. The transaction record must also include the date, time and content of the response along with the destination to which the data were sent. The transaction record must be maintained for a minimum of six (6) years from the date the transaction occurred and must be made available to the BCA within one (1) business day of the BCA's request.

**2.12 Court information access.** Certain BCA systems and tools that include access to and/or submission of Court Records may only be utilized by the Agency if the Agency completes the Court Data Services Subscriber Amendment, which upon execution will be incorporated into this Agreement by reference. These BCA systems and tools are identified in the written request made by Agency under Clause 2.6 above. The Court Data Services Subscriber Amendment provides important additional terms, including but not limited to privacy (see Clause 8.2, below), fees (see Clause 3 below), and transaction records or logs, that govern Agency's access to and/or submission of the Court Records delivered through the BCA systems and tools.

### 3 **Payment**

The Agency understands there is a cost for access to the criminal justice data communications network described in Minn. Stat. § 299C.46. At the time this Agreement is signed, BCA understands that a third party will be responsible for the cost of access.

Agency will identify the third party and provide the BCA with the contact information and its contact person for billing purposes so that billing can be established. The Agency will provide updated information to BCA's Authorized Representative within ten business days when this information changes.

If Agency chooses to execute the Court Data Services Subscriber Amendment referred to in Clause 2.12 in order to access and/or submit Court Records via BCA's systems, additional fees, if any, are addressed in that amendment.

### 4 **Authorized Representatives**

The BCA's Authorized Representative is Dana Gotz, Department of Public Safety, Bureau of Criminal Apprehension, Minnesota Justice Information Services, 1430 Maryland Avenue, St. Paul, MN 55106, 651-793-1007, or her successor.

The Agency's Authorized Representative is Bruce Messelt, City Administrator, 3800 Laverne Ave N, Lake Elmo, MN 55042, 651-777-5510, or his/her successor.

### 5 **Assignment, Amendments, Waiver, and Contract Complete**

**5.1 Assignment.** Neither party may assign nor transfer any rights or obligations under this Agreement.

**5.2 Amendments.** Any amendment to this Agreement, except those described in Clauses 2.6 and 2.7 above must be in writing and will not be effective until it has been signed and approved by the same parties who signed and approved the original agreement, or their successors in office.

**5.3 Waiver.** If either party fails to enforce any provision of this Agreement, that failure does not waive the provision or the right to enforce it.

**5.4 Contract Complete.** This Agreement contains all negotiations and agreements between the BCA and the Agency. No other understanding regarding this Agreement, whether written or oral, may be used to bind either party.

### 6 **Liability**

Each party will be responsible for its own acts and behavior and the results thereof and shall not be responsible or liable for the other party's actions and consequences of those actions. The Minnesota Torts Claims Act, Minn. Stat. § 3.736 and other applicable laws govern the BCA's liability. The Minnesota Municipal Tort Claims Act, Minn. Stat. Ch. 466, governs the Agency's liability.

**7 Audits**

**7.1** Under Minn. Stat. § 16C.05, subd. 5, the Agency's books, records, documents, internal policies and accounting procedures and practices relevant to this Agreement are subject to examination by the BCA, the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this Agreement. Under Minn. Stat. § 6.551, the State Auditor may examine the books, records, documents, and accounting procedures and practices of BCA. The examination shall be limited to the books, records, documents, and accounting procedures and practices that are relevant to this Agreement.

**7.2** Under applicable state and federal law, the Agency's records are subject to examination by the BCA to ensure compliance with laws, regulations and policies about access, use, and dissemination of data.

**7.3** If Agency accesses federal databases, the Agency's records are subject to examination by the FBI and Agency will cooperate with FBI examiners and make any requested data available for review and audit.

**7.4** To facilitate the audits required by state and federal law, Agency is required to have an inventory of the equipment used to access the data covered by this Agreement and the physical location of each.

**8 Government Data Practices**

**8.1 BCA and Agency.** The Agency and BCA must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data accessible under this Agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Agency under this Agreement. The remedies of Minn. Stat. §§ 13.08 and 13.09 apply to the release of the data referred to in this clause by either the Agency or the BCA.

**8.2 Court Records.** If Agency chooses to execute the Court Data Services Subscriber Amendment referred to in Clause 2.12 in order to access and/or submit Court Records via BCA's systems, the following provisions regarding data practices also apply. The Court is not subject to Minn. Stat. Ch. 13 (see section 13.90) but is subject to the Rules of Public Access to Records of the Judicial Branch promulgated by the Minnesota Supreme Court. All parties acknowledge and agree that Minn. Stat. § 13.03, subdivision 4(e) requires that the BCA and the Agency comply with the Rules of Public Access for those data received from Court under the Court Data Services Subscriber Amendment. All parties also acknowledge and agree that the use of, access to or submission of Court Records, as that term is defined in the Court Data Services Subscriber Amendment, may be restricted by rules promulgated by the Minnesota Supreme Court, applicable state statute or federal law. All parties acknowledge and agree that these applicable restrictions must be followed in the appropriate circumstances.

**9 Investigation of alleged violations; sanctions**

For purposes of this clause, "Individual User" means an employee or contractor of Agency.

**9.1 Investigation.** Agency and BCA agree to cooperate in the investigation and possible prosecution of suspected violations of federal law, state law, and policies and procedures referenced in this Agreement. When BCA becomes aware that a violation may have occurred, BCA will inform Agency of the suspected violation, subject to any restrictions in applicable law. When Agency becomes aware that a violation has occurred, Agency will inform BCA subject to any restrictions in applicable law.

**9.2 Sanctions Involving Only BCA Systems and Tools.**

The following provisions apply to BCA systems and tools not covered by the Court Data Services Subscriber Amendment.

**9.2.1** For BCA systems and tools that are not covered by the Court Data Services Subscriber Amendment, Agency must determine if and when an involved Individual User's access to systems or tools is to be temporarily or permanently eliminated. The decision to suspend or terminate access may be made as soon as alleged violation is discovered, after notice of an alleged violation is received, or after an investigation has occurred. Agency must report the status of the Individual User's access to BCA without delay.

9.2.2 If BCA determines that Agency has jeopardized the integrity of the systems or tools covered in this Clause 9.2, BCA may temporarily stop providing some or all the systems or tools under this Agreement until the failure is remedied to the BCA's satisfaction. If Agency's failure is continuing or repeated, Clause 11.1 does not apply and BCA may terminate this Agreement immediately.

### 9.3 Sanctions Involving Only Court Data Services

The following provisions apply to those systems and tools covered by the Court Data Services Subscriber Amendment, if it has been signed by Agency. As part of the agreement between the Court and the BCA for the delivery of the systems and tools that are covered by the Court Data Services Subscriber Amendment, BCA is required to suspend or terminate access to or use of the systems and tools either on its own initiative or when directed by the Court. The decision to suspend or terminate access may be made as soon as an alleged violation is discovered, after notice of an alleged violation is received, or after an investigation has occurred. The decision to suspend or terminate may also be made based on a request from the Authorized Representative of Agency. The agreement further provides that only the Court has the authority to reinstate access and use.

9.3.1 Agency understands that if it has signed the Court Data Services Subscriber Amendment and if Agency's Individual Users violate the provisions of that Amendment, access and use will be suspended by BCA or Court. Agency also understands that reinstatement is only at the direction of the Court.

9.3.2 Agency further agrees that if Agency believes that one or more of its Individual Users have violated the terms of the Amendment, it will notify BCA and Court so that an investigation as described in Clause 9.1 may occur.

## 10 Venue

Venue for all legal proceedings involving this Agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

## 11 Termination

11.1 *Termination.* The BCA or the Agency may terminate this Agreement at any time, with or without cause, upon 30 days' written notice to the other party's Authorized Representative.

11.2 *Termination for Insufficient Funding.* Either party may immediately terminate this Agreement if it does not obtain funding from the Minnesota Legislature, or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written notice to the other party's authorized representative. The Agency is not obligated to pay for any services that are provided after notice and effective date of termination. However, the BCA will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. Neither party will be assessed any penalty if the agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. Notice of the lack of funding must be provided within a reasonable time of the affected party receiving that notice.

## 12 Continuing obligations

The following clauses survive the expiration or cancellation of this Agreement: 6. Liability; 7. Audits; 8. Government Data Practices; 9. Investigation of alleged violations; sanctions; and 10. Venue.

(THE REMAINING PORTION OF THIS PAGE WAS INTENTIONALLY LEFT BLANK)

*The parties indicate their agreement and authority to execute this Agreement by signing below.*

**1. STATE ENCUMBRANCE VERIFICATION**

*Individual certifies that funds have been encumbered as required by Minn. Stat. §§ 16A.15 and 16C.05.*

Name: \_\_\_\_\_  
(PRINTED)

Signed: \_\_\_\_\_

Date: \_\_\_\_\_

CFMS Contract No. A- \_\_\_\_\_

**2. AGENCY**

Name: \_\_\_\_\_  
(PRINTED)

Signed: \_\_\_\_\_

Title: \_\_\_\_\_  
(with delegated authority)

Date: \_\_\_\_\_

Name: \_\_\_\_\_  
(PRINTED)

Signed: \_\_\_\_\_

Title: \_\_\_\_\_  
(with delegated authority)

Date: \_\_\_\_\_

**3. DEPARTMENT OF PUBLIC SAFETY, BUREAU OF CRIMINAL APPREHENSION**

Name: \_\_\_\_\_  
(PRINTED)

Signed: \_\_\_\_\_

Title: \_\_\_\_\_  
(with delegated authority)

Date: \_\_\_\_\_

**4. COMMISSIONER OF ADMINISTRATION**  
delegated to Materials Management Division

By: \_\_\_\_\_

Date: \_\_\_\_\_





## MAYOR & COUNCIL COMMUNICATION

DATE: 05/03/2011  
CONSENT  
ITEM #: 8  
DISCUSSION

**AGENDA ITEM:** 2<sup>nd</sup> Quarter 2011 Financial Report

**SUBMITTED BY:** Tom Bouthilet, Finance Director  
Joe Rigdon, KDV

**THROUGH:** Bruce Messelt, City Administrator. *BAM*

**REVIEWED BY:** Sharon Lumby, City Clerk

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**SUMMARY AND ACTION REQUESTED:** The City Council is respectfully requested to receive and review the 2<sup>nd</sup> Quarter Financial Report. No specific motion or action is needed, and this update is included for information/discussion purposes only.

**BACKGROUND INFORMATION:** The City of Lake Elmo has fiduciary authority and responsibility to conduct normal business operation and report the financial (unaudited) statement to the City Council. City guidelines suggest the Council be updated on a quarterly basis.

**STAFF REPORT:** Attached please find a summary report highlighting the 2011 second quarter financials, along with the second quarterly report for year 2011. There are no major findings or considerations from the City staff's perspective to highlight. A written report is submitted to the Council. City Staff are available to address specific questions or comments from the Mayor and City Council Members

**RECOMMENDATION:** Based upon the above background information it is recommended that the City Council receive the 2<sup>nd</sup> quarter Financial Report.

**ATTACHMENTS:**

1. Memorandum from KDV
2. 2nd Quarter 2011 Financial Report

**SUGGESTED ORDER OF BUSINESS:**

- Introduction/Brief Presentation (*if requested*) ..... City Staff
- Questions from Council to Staff (*if any*)..... Mayor Facilitates
- Discussion..... Mayor & City Council

## Memorandum

**To:** City of Lake Elmo City Council

**From:** Joe Rigdon, KDV

**Date:** July 22, 2011

**Re:** General Fund Revenues/Expenditures through 2nd Quarter 2011 (Unaudited)

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The attached report details year-to-date City of Lake Elmo General Fund revenues and expenditures through June 30, 2011 (unaudited). Highlights are as follows:

### Revenues:

- Property taxes are at 0.0% of budget, as projected (1<sup>st</sup> half General Fund taxes were recorded in early July 2011 in the amount of \$1,214,858).
- Building permits through June 30, 2011 amounted to \$70,823 (64.4% of budget), as compared to \$70,388 through June 30, 2010.
- Plan check fees through June 30, 2011 amounted to \$26,031 (81.3% of budget), as compared to \$27,467 through June 30, 2010.
- Through June 30, 2011, both the 1<sup>st</sup> half and 2<sup>nd</sup> half 2011 MSA maintenance aid payments were received from the State, amounting to \$83,018. Through June 30, 2010, \$38,674 was received, with the 2<sup>nd</sup> half 2010 payment not received until July 2010.
- Total revenues were \$304,071 (10.4% of budget) through June 30, 2011, increasing 19.4% from \$254,610 through June 30, 2010. The majority of this increase is due to the timing of the MSA maintenance aid receipts.

### Expenditures:

- General government expenditures totaled \$500,291 (51.5% of budget) through June 30, 2011, increasing 16.0% from \$431,198 through June 30, 2010. Administration department legal services for the first half of 2011 were approximately \$25,000 greater than for the comparable prior year period. Finance department contract services are shown at 135.6% of the \$30,000 finance department budget but are subject to a year-end allocation to the Water, Sewer, and Surface Water funds based on estimates of actual time incurred (\$41,000 of contract services are budgeted for 2011 in the utility funds).
- Public safety expenditures totaled \$213,980 (20.0% of budget) through June 30, 2011, decreasing 0.8% from \$215,742 through June 30, 2010.
- Public works expenditures totaled \$231,728 (46.2% of budget) through June 30, 2011, increasing 3.7% from \$223,490 through June 30, 2010.

- Parks and recreation expenditures totaled \$72,992 (37.8% of budget) through June 30, 2011, decreasing 7.9% from \$79,271 through June 30, 2010.
- Total expenditures and transfers out were \$1,018,991 (34.9% of budget) through June 30, 2011, increasing 6.4% from \$957,701 through June 30, 2010.

# Quarterly Report

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Account Number	Description	2011 Budget	2011 Year-to-Date (06/30/11)	2011 Percentage of Budget	2010 Year-to-Date (06/30/10)
101	General Fund				
	Revenue				
000	General				
0000	General				
101-000-0000-31010	Current Ad Valorem Taxes	-\$2,447,385.00	\$0.00	0.0%	\$0.00
101-000-0000-31030	Mobile Home Tax	-\$8,000.00	\$0.00	0.0%	\$0.00
101-000-0000-32110	Liquor License	-\$7,200.00	-\$1,725.00	24.0%	-\$750.00
101-000-0000-32180	Wastehauler License	-\$1,000.00	\$0.00	0.0%	-\$230.00
101-000-0000-32181	General Contractor License	-\$2,000.00	-\$1,725.00	86.3%	-\$3,110.00
101-000-0000-32183	Heating Contractor License	-\$100.00	\$0.00	0.0%	\$0.00
101-000-0000-32184	Blacktopping Contractor License	-\$60.00	\$0.00	0.0%	\$0.00
101-000-0000-32210	Building Permits	-\$110,000.00	-\$70,822.55	64.4%	-\$70,388.04
101-000-0000-32220	Heating Permits	-\$3,000.00	-\$4,055.50	135.2%	-\$4,320.50
101-000-0000-32230	Plumbing Permits	-\$3,000.00	-\$3,565.00	118.8%	-\$3,355.50
101-000-0000-32231	Sewer Permits	-\$500.00	\$0.00	0.0%	-\$561.00
101-000-0000-32240	Animal License	-\$2,100.00	-\$1,601.00	76.2%	-\$2,721.00
101-000-0000-32250	Utility Permits	-\$6,000.00	-\$2,863.21	47.7%	-\$4,519.84
101-000-0000-32260	Burning Permit	-\$1,000.00	-\$870.00	87.0%	-\$1,015.00
101-000-0000-33418	MSA - Maintenance	-\$68,500.00	-\$83,018.00	121.2%	-\$38,673.50
101-000-0000-33420	State Fire Aid	-\$40,000.00	-\$3,000.00	7.5%	\$0.00
101-000-0000-33422	PERA Aid	-\$2,749.00	\$0.00	0.0%	\$0.00
101-000-0000-33620	Gravel Tax	-\$3,100.00	-\$817.54	26.4%	\$0.00
101-000-0000-33621	Recycling Grant	-\$15,000.00	-\$15,588.00	103.9%	-\$15,588.00
101-000-0000-33622	Cable Franchise Revenue	-\$35,000.00	-\$38,894.09	111.1%	-\$35,366.96
101-000-0000-34103	Zoning & Subdivision Fees	-\$4,000.00	-\$5,475.00	136.9%	-\$4,370.00
101-000-0000-34104	Plan Check Fees	-\$32,000.00	-\$26,031.24	81.3%	-\$27,466.71
101-000-0000-34105	Sale of Copies, Books, Maps	-\$200.00	-\$42.00	21.0%	-\$67.00
101-000-0000-34107	Assessment Searches	-\$200.00	-\$150.00	75.0%	-\$240.00
101-000-0000-34109	Clean Up Days	-\$4,000.00	-\$3,058.00	76.5%	-\$3,425.00
101-000-0000-34111	Cable Operation Reimbursement	-\$2,000.00	-\$697.42	34.9%	-\$999.84
101-000-0000-35100	Fines	-\$52,000.00	-\$28,517.60	54.8%	-\$28,561.53
101-000-0000-36200	Miscellaneous Revenue	-\$11,129.00	-\$2,054.90	18.5%	-\$858.40
101-000-0000-36210	Interest Earnings	-\$50,000.00	\$0.00	0.0%	\$0.00
101-000-0000-36230	Donations	-\$8,000.00	-\$9,500.00	118.8%	-\$8,022.46
0000	General	-\$2,919,223.00	-\$304,071.05	10.4%	-\$254,610.28
000	General	-\$2,919,223.00	-\$304,071.05	10.4%	-\$254,610.28
	Revenue	-\$2,919,223.00	-\$304,071.05	10.4%	-\$254,610.28
	Expense				
410	General Government				
1110	Mayor & Council				
101-410-1110-41030	Part-time Salaries	\$16,435.00	\$8,217.50	50.0%	\$8,217.50
101-410-1110-41220	FICA Contributions	\$1,019.00	\$509.49	50.0%	\$509.49
101-410-1110-41230	Medicare Contributions	\$238.00	\$119.14	50.1%	\$119.14
101-410-1110-43310	Mileage	\$1,000.00	\$0.00	0.0%	\$0.00
101-410-1110-44300	Miscellaneous	\$2,000.00	\$742.66	37.1%	\$518.15
101-410-1110-44330	Dues & Subscriptions	\$9,800.00	\$3,813.00	38.9%	\$3,987.00
101-410-1110-44370	Conferences & Training	\$3,500.00	\$1,852.81	52.9%	\$745.71
1110	Mayor & Council	\$33,992.00	\$15,254.60	44.9%	\$14,096.99

# Quarterly Report

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Account Number	Description	2011 Budget	2011 Year-to-Date (06/30/11)	2011 Percentage of Budget	2010 Year-to-Date (06/30/10)
1320	Administration				
101-410-1320-41010	Full-time Salaries	\$221,094.00	\$102,764.27	46.5%	\$94,334.93
101-410-1320-41210	PERA Contributions	\$8,634.00	\$3,901.56	45.2%	\$3,465.08
101-410-1320-41215	ICMA Employer Contribution	\$7,395.00	\$3,548.87	48.0%	\$3,020.15
101-410-1320-41220	FICA Contributions	\$13,708.00	\$6,197.91	45.2%	\$5,770.39
101-410-1320-41230	Medicare Contributions	\$3,206.00	\$1,449.51	45.2%	\$1,349.55
101-410-1320-41300	Health/Dental Insurance	\$38,682.00	\$16,707.00	43.2%	\$19,309.51
101-410-1320-41420	Unemployment Benefits	\$0.00	\$6,637.41	0.0%	\$0.00
101-410-1320-41510	Workers Compensation	\$2,579.00	\$2,141.00	83.0%	\$1,921.00
101-410-1320-42000	Office Supplies	\$7,500.00	\$2,109.26	28.1%	\$1,772.80
101-410-1320-42030	Printed Forms	\$1,000.00	\$0.00	0.0%	\$457.56
101-410-1320-43040	Legal Services	\$60,000.00	\$45,871.68	76.5%	\$20,452.05
101-410-1320-43100	Assessing Services	\$45,500.00	\$17,383.84	38.2%	\$12,000.00
101-410-1320-43220	Postage	\$7,500.00	\$2,685.00	35.8%	\$2,000.00
101-410-1320-43310	Mileage	\$3,500.00	\$929.76	26.6%	\$1,015.50
101-410-1320-43610	Insurance	\$39,500.00	\$34,381.24	87.0%	\$38,563.04
101-410-1320-44300	Miscellaneous	\$6,000.00	\$12,611.55	210.2%	\$553.72
101-410-1320-44330	Dues & Subscriptions	\$4,000.00	\$1,495.53	37.4%	\$1,195.00
101-410-1320-44370	Conferences & Training	\$3,500.00	\$458.96	13.1%	\$2,204.05
101-410-1320-44380	Staff Development	\$1,000.00	\$0.00	0.0%	\$125.00
1320	Administration	<u>\$474,298.00</u>	<u>\$261,274.35</u>	<u>55.1%</u>	<u>\$209,509.33</u>
1410	Elections				
101-410-1410-42000	Office Supplies	\$0.00	\$0.00	0.0%	\$55.68
101-410-1410-44300	Miscellaneous	\$1,350.00	\$940.00	69.6%	\$940.00
1410	Elections	<u>\$1,350.00</u>	<u>\$940.00</u>	<u>69.6%</u>	<u>\$995.68</u>
1450	Communications				
101-410-1450-41010	Full-time Salaries	\$11,139.00	\$2,609.81	23.4%	\$3,182.39
101-410-1450-41210	PERA Contributions	\$808.00	\$189.23	23.4%	\$222.49
101-410-1450-41220	FICA Contributions	\$691.00	\$161.83	23.4%	\$197.31
101-410-1450-41230	Medicare Contributions	\$162.00	\$37.84	23.4%	\$46.12
101-410-1450-41510	Workers Compensation	\$563.00	\$467.00	82.9%	\$430.00
101-410-1450-43090	Newsletter	\$5,400.00	\$1,911.99	35.4%	\$2,394.89
101-410-1450-43180	Information Technology/Web	\$31,500.00	\$10,519.11	33.4%	\$16,244.25
101-410-1450-43510	Public Notices	\$4,000.00	\$1,507.13	37.7%	\$594.93
101-410-1450-43620	Cable Operations	\$4,000.00	\$1,527.85	38.2%	\$1,557.79
1450	Communications	<u>\$58,263.00</u>	<u>\$18,931.79</u>	<u>32.5%</u>	<u>\$24,870.17</u>
1520	Finance				
101-410-1520-41010	Full-time Salaries	\$34,741.00	\$16,670.00	48.0%	\$15,196.00
101-410-1520-41210	PERA Contributions	\$2,519.00	\$1,208.56	48.0%	\$1,061.75
101-410-1520-41220	FICA Contributions	\$2,154.00	\$1,020.36	47.4%	\$935.74
101-410-1520-41230	Medicare Contributions	\$504.00	\$238.58	47.3%	\$218.86
101-410-1520-41300	Health/Dental Insurance	\$4,114.00	\$2,011.97	48.9%	\$2,131.05
101-410-1520-41510	Workers Compensation	\$279.00	\$232.00	83.2%	\$176.00
101-410-1520-42000	Office Supplies	\$500.00	\$477.18	95.4%	\$0.00
101-410-1520-42030	Printed Forms	\$0.00	\$542.96	0.0%	\$0.00
101-410-1520-43010	Audit Services	\$29,500.00	\$16,585.00	56.2%	\$21,000.00
101-410-1520-43150	Contract Services	\$30,000.00	\$40,674.49	135.6%	\$36,017.25
101-410-1520-43310	Mileage	\$250.00	\$0.00	0.0%	\$0.00
101-410-1520-44300	Miscellaneous	\$3,000.00	\$855.73	28.5%	\$2,007.00

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Account Number	Description	2011 Budget	2011 Year-to-Date (06/30/11)	2011 Percentage of Budget	2010 Year-to-Date (06/30/10)
101-410-1520-44330	Dues & Subscriptions	\$100.00	\$0.00	0.0%	\$0.00
101-410-1520-44350	Books	\$100.00	\$0.00	0.0%	\$0.00
101-410-1520-44370	Conferences & Training	\$300.00	\$20.00	6.7%	\$0.00
1520	Finance	<u>\$108,061.00</u>	<u>\$80,536.83</u>	<u>74.5%</u>	<u>\$78,743.65</u>
1910	Planning & Zoning				
101-410-1910-41010	Full-time Salaries	\$104,312.00	\$53,175.82	51.0%	\$42,481.42
101-410-1910-41210	PERA Contributions	\$7,563.00	\$3,698.18	48.9%	\$2,784.55
101-410-1910-41220	FICA Contributions	\$6,467.00	\$3,099.39	47.9%	\$2,522.47
101-410-1910-41230	Medicare Contributions	\$1,513.00	\$724.82	47.9%	\$589.87
101-410-1910-41300	Health/Dental Insurance	\$26,487.00	\$11,240.14	42.4%	\$10,198.32
101-410-1910-41510	Workers Compensation	\$838.00	\$696.00	83.1%	\$526.00
101-410-1910-42000	Office Supplies	\$1,000.00	\$27.95	2.8%	\$87.53
101-410-1910-42030	Printed Forms	\$0.00	\$494.01	0.0%	\$0.00
101-410-1910-43020	Comprehensive Planning	\$20,000.00	\$0.00	0.0%	\$0.00
101-410-1910-43030	Engineering Services	\$10,000.00	\$10,032.09	100.3%	\$6,791.13
101-410-1910-43150	Contract Services	\$5,000.00	\$45.00	0.9%	\$2,128.00
101-410-1910-43310	Mileage	\$500.00	\$0.00	0.0%	\$0.00
101-410-1910-44300	Miscellaneous	\$500.00	\$6.00	1.2%	\$19.26
101-410-1910-44330	Dues & Subscriptions	\$750.00	\$515.00	68.7%	\$495.00
101-410-1910-44350	Books	\$250.00	\$305.00	122.0%	\$0.00
101-410-1910-44370	Conferences & Training	\$1,500.00	\$115.00	7.7%	\$725.00
1910	Planning & Zoning	<u>\$186,680.00</u>	<u>\$84,174.40</u>	<u>45.1%</u>	<u>\$69,348.55</u>
1930	Engineering Services				
101-410-1930-43030	Engineering Services	\$70,000.00	\$22,169.57	31.7%	\$17,881.78
1930	Engineering Services	<u>\$70,000.00</u>	<u>\$22,169.57</u>	<u>31.7%</u>	<u>\$17,881.78</u>
1940	City Hall				
101-410-1940-42110	Cleaning Supplies	\$550.00	\$361.87	65.8%	\$280.17
101-410-1940-42230	Building Repair Supplies	\$1,000.00	\$0.00	0.0%	\$159.98
101-410-1940-43210	Telephone	\$7,125.00	\$4,316.36	60.6%	\$3,010.86
101-410-1940-43810	Electric Utility	\$12,500.00	\$4,630.68	37.0%	\$3,822.22
101-410-1940-43840	Refuse	\$1,300.00	\$640.58	49.3%	\$414.64
101-410-1940-44010	Repairs/Maint Contractual Bldg	\$11,000.00	\$5,794.31	52.7%	\$6,419.82
101-410-1940-44040	Repairs/Maint Contractual Eqpt	\$5,000.00	\$1,265.53	25.3%	\$974.38
101-410-1940-44300	Miscellaneous	\$1,000.00	\$0.00	0.0%	\$669.64
1940	City Hall	<u>\$39,475.00</u>	<u>\$17,009.33</u>	<u>43.1%</u>	<u>\$15,751.71</u>
410	General Government	<u>\$972,119.00</u>	<u>\$500,290.87</u>	<u>51.5%</u>	<u>\$431,197.86</u>
420	Public Safety				
2100	Police				
101-420-2100-43150	Law Enforcement Contract	\$483,765.00	\$0.00	0.0%	\$0.00
2100	Police	<u>\$483,765.00</u>	<u>\$0.00</u>	<u>0.0%</u>	<u>\$0.00</u>
2150	Prosecution				
101-420-2150-43045	Attorney Criminal	\$51,000.00	\$19,439.02	38.1%	\$19,175.62
2150	Prosecution	<u>\$51,000.00</u>	<u>\$19,439.02</u>	<u>38.1%</u>	<u>\$19,175.62</u>
2220	Fire				
101-420-2220-41010	Full-time Salaries	\$64,701.00	\$31,024.02	47.9%	\$28,234.26

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101-420-2220-41030	Part-time Salaries	\$100,000.00	\$22,497.67	22.5%	\$24,041.61
101-420-2220-41210	PERA Contributions	\$9,008.00	\$4,342.08	48.2%	\$3,862.87
101-420-2220-41220	FICA Contributions	\$6,468.00	\$1,511.61	23.4%	\$1,596.18
101-420-2220-41230	Medicare Contributions	\$2,388.00	\$750.87	31.4%	\$741.39
101-420-2220-41300	Health/Dental Insurance	\$16,722.00	\$7,234.21	43.3%	\$8,070.83
101-420-2220-41510	Workers Compensation	\$15,892.00	\$13,190.00	83.0%	\$12,472.00
101-420-2220-42000	Office Supplies	\$1,000.00	\$5.30	0.5%	\$319.73
101-420-2220-42080	EMS Supplies	\$1,200.00	\$1,129.69	94.1%	\$0.00
101-420-2220-42090	Fire Prevention	\$3,000.00	\$0.00	0.0%	\$0.00
101-420-2220-42120	Fuel, Oil and Fluids	\$10,000.00	\$5,156.68	51.6%	\$3,919.29
101-420-2220-42400	Small Tools & Equipment	\$10,000.00	\$2,803.84	28.0%	\$4,815.47
101-420-2220-43050	Physicals	\$9,250.00	\$334.42	3.6%	\$396.00
101-420-2220-43210	Telephone	\$5,000.00	\$1,615.73	32.3%	\$1,765.50
101-420-2220-43230	Radio	\$18,500.00	\$7,554.63	40.8%	\$4,114.20
101-420-2220-43310	Mileage	\$600.00	\$25.01	4.2%	\$408.48
101-420-2220-43630	Vehicle Insurance	\$15,475.00	\$10,754.00	69.5%	\$13,980.20
101-420-2220-43810	Electric Utility	\$12,500.00	\$6,219.02	49.8%	\$5,247.98
101-420-2220-43840	Refuse	\$1,000.00	\$281.96	28.2%	\$182.48
101-420-2220-44010	Repairs/Maint Bldg	\$11,000.00	\$6,971.92	63.4%	\$12,405.76
101-420-2220-44040	Repairs/Maint Eqpt	\$25,000.00	\$6,445.58	25.8%	\$10,751.10
101-420-2220-44170	Uniforms	\$9,200.00	\$1,122.54	12.2%	\$1,213.28
101-420-2220-44300	Miscellaneous	\$1,500.00	\$1,159.46	77.3%	\$305.89
101-420-2220-44330	Dues & Subscriptions	\$3,300.00	\$2,295.20	69.6%	\$1,264.00
101-420-2220-44350	Books	\$1,000.00	\$788.74	78.9%	\$635.91
101-420-2220-44370	Conferences & Training	\$22,000.00	\$12,756.17	58.0%	\$10,946.23
2220	Fire	\$375,704.00	\$147,970.35	39.4%	\$151,690.64
2250	Fire Relief				
101-420-2250-44920	Fire State Aid	\$40,000.00	\$0.00	0.0%	\$0.00
101-420-2250-44925	City Contribution	\$7,175.00	\$0.00	0.0%	\$1,000.00
2250	Fire Relief	\$47,175.00	\$0.00	0.0%	\$1,000.00
2400	Building Inspection				
101-420-2400-41010	Full-time Salaries	\$60,935.00	\$28,509.85	46.8%	\$25,822.61
101-420-2400-41210	PERA Contributions	\$4,418.00	\$2,066.90	46.8%	\$1,804.17
101-420-2400-41220	FICA Contributions	\$3,778.00	\$1,720.80	45.5%	\$1,572.57
101-420-2400-41230	Medicare Contributions	\$884.00	\$402.54	45.5%	\$367.78
101-420-2400-41300	Health/Dental Insurance	\$9,487.00	\$4,274.66	45.1%	\$4,432.64
101-420-2400-41510	Workers Compensation	\$2,451.00	\$2,034.00	83.0%	\$2,319.00
101-420-2400-42000	Office Supplies	\$300.00	\$116.94	39.0%	\$0.00
101-420-2400-42030	Printed Forms	\$300.00	\$0.00	0.0%	\$0.00
101-420-2400-42120	Fuel, Oil and Fluids	\$3,750.00	\$0.00	0.0%	\$0.00
101-420-2400-43030	Engineering	\$5,000.00	\$4,273.19	85.5%	\$2,281.34
101-420-2400-43050	Plan Review Charges	\$1,000.00	\$0.00	0.0%	\$0.00
101-420-2400-43060	Surcharge Payments	\$0.00	-\$3,356.54	0.0%	-\$5,106.36
101-420-2400-43150	Inspector Contract Services	\$1,000.00	\$0.00	0.0%	\$118.25
101-420-2400-43210	Telephone	\$425.00	\$91.71	21.6%	\$140.20
101-420-2400-43310	Mileage	\$250.00	\$0.00	0.0%	\$0.00
101-420-2400-43630	Insurance	\$1,000.00	\$242.00	24.2%	\$903.41
101-420-2400-44040	Repairs/Maint Eqpt	\$750.00	\$340.58	45.4%	\$364.90
101-420-2400-44170	Uniforms	\$300.00	\$0.00	0.0%	\$0.00
101-420-2400-44300	Miscellaneous	\$500.00	\$0.00	0.0%	\$15.41
101-420-2400-44330	Dues & Subscriptions	\$200.00	\$75.00	37.5%	\$100.00



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101-420-2400-44350	Books	\$200.00	\$0.00	0.0%	\$0.00
101-420-2400-44370	Conferences & Training	\$500.00	\$85.00	17.0%	\$155.00
2400	Building Inspection	\$97,428.00	\$40,876.63	42.0%	\$35,290.92
2500	Emergency Communications				
101-420-2500-43150	Contract Services	\$2,500.00	\$5,250.00	210.0%	\$5,250.00
2500	Emergency Communications	\$2,500.00	\$5,250.00	210.0%	\$5,250.00
2700	Animal Control				
101-420-2700-42030	Printed Forms	\$150.00	\$0.00	0.0%	\$0.00
101-420-2700-43150	Contract Services	\$12,600.00	\$444.00	3.5%	\$3,335.00
101-420-2700-44300	Miscellaneous	\$100.00	\$0.00	0.0%	\$0.00
2700	Animal Control	\$12,850.00	\$444.00	3.5%	\$3,335.00
420	Public Safety	\$1,070,422.00	\$213,980.00	20.0%	\$215,742.18
430	Public Works				
3100	Public Works				
101-430-3100-41010	Full-time Salaries	\$126,033.00	\$59,848.61	47.5%	\$53,064.64
101-430-3100-41030	Part-time Salaries	\$12,824.00	\$0.00	0.0%	\$0.00
101-430-3100-41210	PERA Contributions	\$10,067.00	\$4,338.92	43.1%	\$3,707.59
101-430-3100-41220	FICA Contributions	\$8,609.00	\$3,466.96	40.3%	\$3,127.39
101-430-3100-41230	Medicare Contributions	\$2,013.00	\$810.76	40.3%	\$731.46
101-430-3100-41300	Health/Dental Insurance	\$38,177.00	\$16,215.32	42.5%	\$18,580.40
101-430-3100-41510	Workers Compensation	\$13,946.00	\$11,376.00	81.6%	\$13,541.00
101-430-3100-42000	Office Supplies	\$500.00	\$0.00	0.0%	\$108.41
101-430-3100-42150	Shop Materials	\$4,000.00	\$739.59	18.5%	\$542.10
101-430-3100-42210	Equipment Parts	\$0.00	\$1,505.22	0.0%	\$0.00
101-430-3100-42230	Building Repair Supplies	\$1,000.00	\$277.46	27.7%	\$0.00
101-430-3100-42400	Small Tools & Minor Equipment	\$3,000.00	\$728.11	24.3%	\$914.91
101-430-3100-43030	Engineering Services	\$1,000.00	\$851.64	85.2%	\$462.85
101-430-3100-43150	Contract Services	\$7,500.00	\$677.70	9.0%	\$721.30
101-430-3100-43210	Telephone	\$6,375.00	\$4,030.11	63.2%	\$3,406.79
101-430-3100-43230	Radio	\$500.00	\$0.00	0.0%	\$0.00
101-430-3100-43310	Mileage	\$100.00	\$0.00	0.0%	\$0.00
101-430-3100-43630	Insurance	\$15,670.00	\$13,274.00	84.7%	\$14,156.37
101-430-3100-43810	Electric Utility	\$25,000.00	\$9,296.63	37.2%	\$10,152.97
101-430-3100-43840	Refuse	\$1,800.00	\$1,229.02	68.3%	\$855.48
101-430-3100-44010	Repairs/Maint Bldg	\$1,500.00	\$1,811.55	120.8%	\$2,027.93
101-430-3100-44030	Repairs/Maint Imp Not Bldgs	\$0.00	\$11,779.00	0.0%	\$0.00
101-430-3100-44040	Repairs/Maint Eqpt	\$6,000.00	\$548.65	9.1%	\$519.77
101-430-3100-44170	Uniforms	\$1,675.00	\$857.01	51.2%	\$926.06
101-430-3100-44300	Miscellaneous	\$2,000.00	\$20.25	1.0%	\$267.98
101-430-3100-44330	Dues & Subscriptions	\$150.00	\$60.00	40.0%	\$0.00
101-430-3100-44370	Conferences & Training	\$1,000.00	\$620.00	62.0%	\$875.09
101-430-3100-44380	Clean-up Days	\$7,500.00	\$0.00	0.0%	\$0.00
3100	Public Works	\$297,939.00	\$144,362.51	48.5%	\$128,690.49
3120	Streets				
101-430-3120-42120	Fuel, Oil and Fluids	\$30,000.00	\$13,287.53	44.3%	\$10,077.41
101-430-3120-42210	Equipment Parts	\$8,500.00	\$964.24	11.3%	\$1,187.82
101-430-3120-42240	Street Maintenance Materials	\$15,000.00	\$3,939.12	26.3%	\$1,871.82

# Quarterly Report

Quarterly Report  
 07/22/2011  
 11:40 AM  
 Periods 01 to 06  
 Fiscal Year 2011 to 2011

Account Number	Description	2011 Budget	2011 Year-to-Date (06/30/11)	2011 Percentage of Budget	2010 Year-to-Date (06/30/10)
101-430-3120-42260	Sign Repair Materials	\$3,000.00	\$0.00	0.0%	\$2,398.93
101-430-3120-43150	Contract Services	\$16,500.00	\$1,112.40	6.7%	\$2,548.25
101-430-3120-44040	Repairs/Maint Eqpt	\$5,000.00	\$4,676.45	93.5%	\$71.60
3120	Streets	\$78,000.00	\$23,979.74	30.7%	\$18,155.83
3125	Ice and Snow Removal				
101-430-3125-42250	Landscaping Materials	\$1,000.00	\$445.57	44.6%	\$301.82
101-430-3125-42290	Sand/Salt	\$65,000.00	\$36,579.93	56.3%	\$57,410.89
101-430-3125-43150	Contract Services	\$7,500.00	\$5,254.80	70.1%	\$0.00
101-430-3125-44040	Repairs/Maint Eqpt	\$2,500.00	\$387.26	15.5%	\$1,694.64
3125	Ice and Snow Removal	\$76,000.00	\$42,667.56	56.1%	\$59,407.35
3160	Street Lighting				
101-430-3160-43810	Street Lighting	\$24,000.00	\$14,814.78	61.7%	\$9,304.22
3160	Street Lighting	\$24,000.00	\$14,814.78	61.7%	\$9,304.22
3200	Recycling				
101-430-3200-42100	Recycling Supplies	\$3,500.00	\$970.78	27.7%	\$0.00
101-430-3200-43090	Newsletter	\$4,000.00	\$0.00	0.0%	\$931.96
101-430-3200-44300	Miscellaneous	\$7,500.00	\$358.03	4.8%	\$12.24
3200	Recycling	\$15,000.00	\$1,328.81	8.9%	\$944.20
3250	Tree Program				
101-430-3250-43150	Contract Services	\$10,500.00	\$4,575.00	43.6%	\$6,988.00
3250	Tree Program	\$10,500.00	\$4,575.00	43.6%	\$6,988.00
430	Public Works	\$501,439.00	\$231,728.40	46.2%	\$223,490.09
450	Culture, Recreation				
5200	Parks & Recreation				
101-450-5200-41010	Full-time Salaries	\$77,977.00	\$31,713.83	40.7%	\$30,208.15
101-450-5200-41030	Part-time Salaries	\$31,162.00	\$10,371.23	33.3%	\$8,392.35
101-450-5200-41210	PERA Contributions	\$7,912.00	\$2,859.35	36.1%	\$2,465.02
101-450-5200-41220	FICA Contributions	\$6,767.00	\$2,512.09	37.1%	\$2,329.55
101-450-5200-41230	Medicare Contributions	\$1,583.00	\$587.58	37.1%	\$544.82
101-450-5200-41300	Health/Dental Insurance	\$14,852.00	\$6,248.93	42.1%	\$7,079.64
101-450-5200-41510	Workers Compensation	\$8,426.00	\$6,994.00	83.0%	\$7,253.00
101-450-5200-42000	Office Supplies	\$300.00	\$0.00	0.0%	\$0.00
101-450-5200-42120	Fuel, Oil and Fluids	\$3,000.00	\$0.00	0.0%	\$0.00
101-450-5200-42150	Shop Materials	\$750.00	\$128.55	17.1%	\$0.00
101-450-5200-42160	Chemicals	\$1,000.00	\$79.64	8.0%	\$0.00
101-450-5200-42210	Equipment Parts	\$2,500.00	\$286.69	11.5%	\$342.17
101-450-5200-42230	Building Repair Supplies	\$500.00	\$0.00	0.0%	\$220.17
101-450-5200-42250	Landscaping Materials	\$3,500.00	\$40.01	1.1%	\$0.00
101-450-5200-42400	Small Tools & Minor Equipment	\$1,000.00	\$0.00	0.0%	\$369.79
101-450-5200-43210	Telephone	\$550.00	\$278.02	50.5%	\$78.55
101-450-5200-43310	Mileage	\$100.00	\$0.00	0.0%	\$0.00
101-450-5200-43630	Insurance	\$5,500.00	\$3,595.00	65.4%	\$4,968.73
101-450-5200-43810	Electric Utility	\$10,164.00	\$4,752.77	46.8%	\$4,756.22
101-450-5200-43840	Refuse	\$2,500.00	\$1,229.02	49.2%	\$795.48
101-450-5200-44010	Repairs/Maint Bldg	\$700.00	\$0.00	0.0%	\$0.00
101-450-5200-44030	Repairs/Maint Imp Not Bldgs	\$4,000.00	\$43.18	1.1%	\$7,571.72

# Quarterly Report

Quarterly Report  
 07/22/2011  
 11:40 AM  
 Periods 01 to 06  
 Fiscal Year 2011 to 2011

Account Number	Description	2011 Budget	2011 Year-to-Date (06/30/11)	2011 Percentage of Budget	2010 Year-to-Date (06/30/10)
101-450-5200-44040	Repairs/Maint Eqpt	\$2,000.00	\$0.00	0.0%	\$0.00
101-450-5200-44120	Rentals - Buildings	\$5,000.00	\$1,272.16	25.4%	\$1,751.77
101-450-5200-44300	Miscellaneous	\$1,500.00	\$0.00	0.0%	\$144.00
5200	Parks & Recreation	<u>\$193,243.00</u>	<u>\$72,992.05</u>	<u>37.8%</u>	<u>\$79,271.13</u>
450	Culture, Recreation	<u>\$193,243.00</u>	<u>\$72,992.05</u>	<u>37.8%</u>	<u>\$79,271.13</u>
493	Other Financing Uses				
9360	Transfers Out				
101-493-9360-47200	Transfers Out	\$182,000.00	\$0.00	0.0%	\$8,000.00
9360	Transfers Out	<u>\$182,000.00</u>	<u>\$0.00</u>	<u>0.0%</u>	<u>\$8,000.00</u>
493	Other Financing Uses	<u>\$182,000.00</u>	<u>\$0.00</u>	<u>0.0%</u>	<u>\$8,000.00</u>
	Expense	<u>\$2,919,223.00</u>	<u>\$1,018,991.32</u>	<u>34.9%</u>	<u>\$957,701.26</u>
101	General Fund	<u>\$0.00</u>	<u>\$714,920.27</u>	<u>0.0%</u>	<u>\$703,090.98</u>



## MAYOR & COUNCIL COMMUNICATION

DATE: 8/9/2011  
**REGULAR**  
ITEM #: 9  
**MOTION** *Resolution No. 2011-31*

**AGENDA ITEM:** Minnesota Blue Star Award Program – Receipt and Presentation of Award to the City of Lake Elmo

**SUBMITTED BY:** Jack Griffin, City Engineer

**THROUGH:** Bruce A Messelt, City Administrator *BAM*

**REVIEWED BY:** Ryan Stempski, Assistant City Engineer  
Kyle Klatt, City Planner

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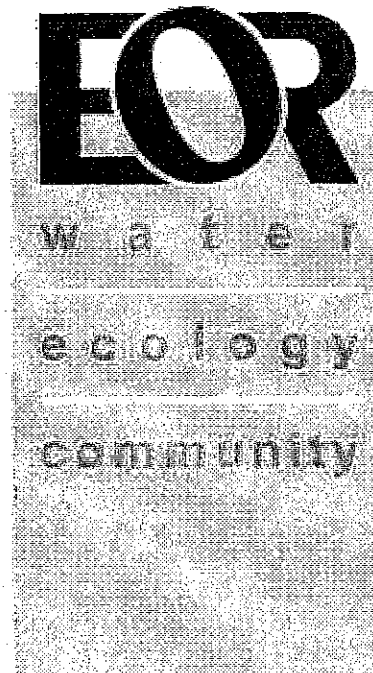
**SUMMARY AND ACTION REQUESTED:** The Mayor and City Council are respectfully requested to adopt Resolution No. 2011-31 recognizing the City of Lake Elmo with the Blue Star Award for Excellence in Community Stormwater Management. Following a brief introduction by City Staff and Council Member Emmons, Mr. Trevor Russell, Program Administrator for the Minnesota Blue Star Award Program, will present the Award to the City.

**BACKGROUND INFORMATION:** The Minnesota Blue Star Award Program is awarded to cities and townships that excel in protecting water quality by effective stormwater management practices and policies. Cities receiving the award are recognized as communities that are taking a leadership role in protecting Minnesota's water resources and public health through excellence in stormwater management.

The program is available to all communities who volunteer to take the online self-assessment which evaluates the City's current stormwater management policies and performance based on key stormwater indicators like development codes, site-design guidelines and post-construction stormwater management standards.

The Blue Star Award lasts for 3 years from the date of recognition. After 3 years, a community will be asked to conduct the assessment again to maintain their Award certification. By regularly amending the Blue Star assessment to incorporate advancements in municipal stormwater management, the Blue Star Program can continue to encourage cities to improve their overall stormwater management performance in order to maintain recognition as a Blue Star Award Community.

**Partners & Sponsors:** The Blue Star Program is brought to you by Friends of the Mississippi River in partnership with Emmons & Olivier Resources, Inc.



**STAFF REPORT:** With City Council support, City staff recently completed the Blue Star Award Program self-assessment. Upon completion Lake Elmo received a high score of 71% and subsequently earned the Blue Star Award. Lake Elmo currently ranks as the third highest scoring community out of the 42 cities that have registered for the Blue Star Award Program.

In addition, Lake Elmo is the only Minnesota City to score in the top 5 overall in each of the three sections of the Blue Star Assessment. Lake Elmo is proudly displayed on the Blue Star Leaderboard found at [www.bluestarmn.org/leaderboard](http://www.bluestarmn.org/leaderboard), and the City is recognized for its award at <http://bluestarmn.org/news>.

**RECOMMENDATION:** Based upon the above background information and staff report, it is recommended that the City Council adopt Resolution No. recognizing the City of Lake Elmo with the Blue Star Award for Excellence in Community Stormwater Management by undertaking the following action:

*“Move to approve Resolution No. 2011-31, recognizing the City of Lake Elmo with the Blue Star Award for Excellence in Community Stormwater Management.”*

Alternatively, the City Council does have the authority to further discuss, deliberate and modify any decision prior to taking action. If done so, the appropriate action of the Council following such discussion would be:

***“Move to approve Resolution No. 2011-31, recognizing the City of Lake Elmo with the Blue Star Award for Excellence in Community Stormwater Management [as amended and/or modified at tonight’s meeting].”***

**ATTACHMENTS:**

1. Resolution No. 2011-31
2. Congratulations Letter from Mr. Trevor Russell

**SUGGESTED ORDER OF BUSINESS:**

- Introduction of Item ..... City Engineer and Council Member Emmons
- Report..... Trevor Russell, MN Blue Star Program Administrator
- Questions from Council ..... Mayor & Facilitates
- Call for Motion ..... Mayor & City Council
- Discussion ..... Mayor Facilitates
- Action on Motion..... Mayor & City Council
- Presentation of Award to Council..... Mayor & City Council

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

**RESOLUTION NO. 2011-31**

**A RESOLUTION RECOGNIZING THE CITY OF LAKE ELMO  
WITH THE BLUE STAR AWARD FOR EXCELLENCE  
IN STORMWATER MANAGEMENT**

*WHEREAS, the Blue Star Award Program aims to provide Minnesota communities that excel in stormwater management the positive public recognition they deserve;*

*AND WHEREAS, the City of Lake Elmo has completed the program self-assessment and has achieved the third highest score of all 42 cities that have completed the program assessment;*

*AND WHEREAS, the City of Lake Elmo has earned special recognition as the only Minnesota City to score in the top 5 overall in each of the three sections of the Blue Star Assessment;*

*NOW, THEREFORE, BE IT RESOLVED, that the City of Lake Elmo does hereby recognize Lake Elmo's achievement of the Minnesota Blue Star Award for excellence in stormwater management, and be it further resolved that the City of Lake Elmo;*

- 1. Appoints its City Engineer to serve as the Community's Blue Star Award liaison to facilitate increased public awareness of the Community's achievement; and*
- 2. Will facilitate the involvement of community members and other units of government as appropriate in recognizing the Community as a recipient of the Blue Star Award; and*
- 3. Plans to publicly recognize our status as a Blue Star Award-winning Community by placing a notice on the Community website, an article in the Community newsletter, and will display the Blue Star Award for public view at City Hall.*

Date: \_\_\_\_\_, 2011

CITY OF LAKE ELMO

By: \_\_\_\_\_

Dean A. Johnston  
Mayor

ATTEST:

\_\_\_\_\_  
Bruce A. Messelt  
City Administrator

**CERTIFICATION**

I hereby certify that the foregoing Resolution is a true and correct copy of a resolution presented to and adopted by the Council of the City of Lake Elmo at a duly authorized meeting thereof held on 9th day of August 2011, as shown by the minutes of said meeting in my possession.

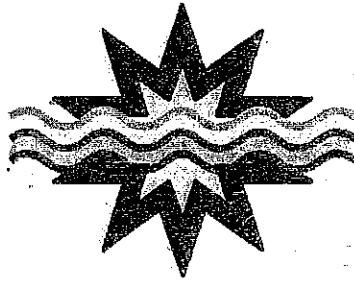
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Sharon Lumby  
City Clerk

(Seal)



THE  
**BLUE STAR**  
**AWARD**  
PROGRAM



360 North Robert Street #400  
Saint Paul, MN 55101.  
Phone: (651) 222-2193 Ext.18  
Fax: (651) 222-6005  
info@bluestarmn.org

Recognizing Excellence in Community Stormwater Management

Dear Ryan,

I am writing you to congratulate the City of Lake Elmo on winning the Blue Star Award for Excellence in Community Stormwater Management.

Your community's achievement is a reflection of your remarkable commitment to preserving and protecting Minnesota's water resources. As Minnesota communities look to protect our lakes, streams, and wetlands from stormwater pollution, it is my hope that they will look to Lake Elmo as model for excellence in stormwater management.

I want offer you special congratulations as one the highest scoring communities in the state of Minnesota on the Blue Star Assessment. Lake Elmo current ranks as the third highest-scoring community out of the 42 cities that have registered for the Blue Star Award Program. In addition, Lake Elmo earns special recognition as the only Minnesota city to score in the top 5 overall in each of the three sections of the Blue Star Assessment. This achievement is truly outstanding. Lake Elmo is now proudly displayed on the Blue Star website Leaderboard. Congratulations!

I've included several items to commemorate your achievement:

- Your Blue Star Award for public display
- A Certificate of Award you can proudly post in your office
- Blue Star Award buttons to share with your staff or wear at public events
- Ten copies of your Blue Star Award Posters (separate parcel)

I encourage you to visit your awards page at [www.bluestarmn.org](http://www.bluestarmn.org). The awards page can be viewed by logging in to [www.bluestarmn.org](http://www.bluestarmn.org) and visiting your "dashboard" through the link on the right hand side column.

Your awards page has editable tools -- like draft press releases, newsletter articles, and utility bill inserts -- that you can use to publicize your Award. These materials will be updated periodically and we'll be sure to let you know when new materials are available for use.

I look forward to working with you to present the Blue Star Award to your mayor and city Council members later this summer. In the interim, if you wish to work with Blue Star Award program staff to spread the word about your award-winning status, please don't hesitate to contact me. I am happy to lend a hand in any way necessary to help publicize your achievement.

Again, congratulations on your Blue Star Award and thank you for your efforts to protect, preserve and enhance Minnesota's water resources.

Best Wishes,

Trevor A. Russell  
Program Administrator - Minnesota Blue Star Award Program  
Phone: 651-222-2193, ext. 18  
Email: [info@bluestarmn.org](mailto:info@bluestarmn.org)



THE  
**BLUE STAR**  
**AWARD**

Recognizing Excellence in  
Community Stormwater  
Management



## MAYOR & COUNCIL COMMUNICATION

DATE: 8/09/2011  
REGULAR  
ITEM #: 10  
DISCUSSION

**AGENDA ITEM:** Update on "No Wake" Provisions on Area Lakes

**SUBMITTED BY:** Mike Bouthilet, Public Works Director

**THROUGH:** Bruce A. Messelt, City Administrator *BAW*

**REVIEWED BY:** Dave Snyder, City Attorney

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**SUMMARY AND ACTION REQUESTED:** The Lake Elmo City Council is respectfully requested to receive an update on recent changes to "no wake" regulations on area lakes. No Council action is requested at this time, as the City's Ordinance provisions are currently under review by the Minnesota Department of Natural Resources (DNR) and Valley Branch Watershed District.

**BACKGROUND INFORMATION:** Recent high water conditions led to City Council consideration of establishing "slow, no wake" provisions on area lakes, until such time as water levels recede. The City of Lake Elmo has had "slow, no wake" restrictions in the past, during similar high water periods.

Council action on July 19th, 2011 established a high water "slow, no wake" provision for area lakes. Working with the Valley Branch Watershed District, the Ordinary High Water (OHW) mark was selected to be the benchmark for triggering such "slow, no wake" situations. Other jurisdictions have utilized this objective marker and, in consultation with the DNR, have found it an effective provision. New readings of current lake levels were to be undertaken on August 1st, weather permitting.

Council action resulted in the imposition of an advisory "slow, no wake" zone on lakes Olson and Demontreville for approximately 3 days. Lakes Jane and Elmo did not reach the OHW during these past rain events. The Washington County Sheriff's Department was consulted regarding enforcement of such regulations and only warnings were issued to area boaters. Temporary signs were ordered and posted at the public boat landing. Once the water level receded to the triggering level, the temporary signs were removed and the City utilized the CodeRed communication system to alert lakeshore residents.

The advisory nature of this past effort was due, in large part, to the State of Minnesota's shutdown and the unavailability of the State DNR – which has oversight authority - to approve the proposed Ordinance language. Upon their return to work, DNR officials worked with the City for temporary approval of the “slow, no wake” provisions while the entire Ordinance is reviewed by DNR (not done since the 1980's).

**STAFF REPORT:** Resident comments were received from the Lake Olson/Demontreville area regarding both enforcement and relaxation of “slow, no wake” provisions during the recent high water event. Requests for enforcement of “slow, no wake” provisions were also received from residents along Lake Elmo. The City was asked to participate in a meeting of the Lake Demontreville/Olson Associations' Board of Directors' meeting to discuss concerns over the imposition of an OHW-triggered “slow, no wake” zone. Other considerations/updates:

- The City has received temporary approval by DNR of the “slow, no wake” provisions until a more comprehensive review of the entire Ordinance can be undertaken by the City, Valley Branch and DNR;
- Utilization of the CodeRed system was highly effective in communicating the status of the “slow, no wake” zone during high water. In addition to signage changes and other public postings, use of such is recommended for both the start and stop of any future “slow no wake” zone impositions;
- Concern exists among Lake Olson/Demontreville homeowners with utilization of the current OHW of 929.3 ft, versus the past OHW of 930 ft, as well as over the outcome of past community discussion regarding shore land protection ordinance provisions. While this rain event exceeded the 930 ft level, additional discussion should take place among DNR, Valley Branch, the City, and residents regarding the correct OHW for these lakes.

**RECOMMENDATION:** It is respectfully recommended that the City Council consider the information contained in this update and provide any additional comment or direction, as appropriate, regarding the planned Ordinance review with DNR, Valley Branch and residents.

**ATTACHMENTS:**

1. Current “No Wake” Ordinance
2. Temporary Approval Letter from DNR
3. Lake Level Information from Valley Branch Watershed District
4. Letter from Lake Demontreville/Olson Association

**SUGGESTED ORDER OF BUSINESS:**

- Introduction of Item ..... City Staff
- Questions from Council to Staff ..... Mayor Facilitates
- Public Input, if Appropriate ..... Mayor Facilitates
- Discussion ..... Mayor Facilitates
- Direction, *if appropriate* ..... Mayor & City Council

CITY OF LAKE ELMO  
COUNTY OF WASHINGTON  
STATE OF MINNESOTA

ORDINANCE NO. 08-050

AN ORDINANCE TO ALLOW THE CITY COUNCIL TO EXTEND THE "NO  
WAKE" REQUIREMENTS UNDER THE WATER SURFACE USE  
ORDINANCE

**Section 1. The City Council of the City of Lake Elmo hereby ordains that Section 97.21 subdivision (B) is hereby amended to read as follows:**

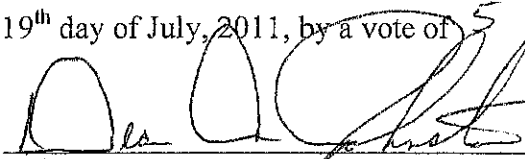
(B) *Hours of operation.*

- (1) Normal Conditions - No person shall operate any motorboat at a speed other than a slow, no-wake speed between sunset and noon the following day.
- (2) High Water Conditions - No person shall operate any motorboat at a speed other than a slow, no-wake speed when a lake level exceeds the ordinary high water mark.
- (3) Other Conditions - Alternative or modified no-wake time periods may be established by the City Council by Resolution as part of a special event or other condition. No person shall operate any motor boat in a manner which creates a wake when no-wake signs are posted.

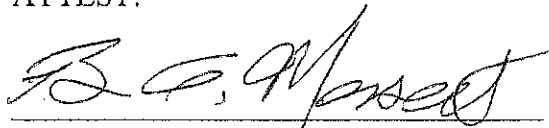
**Section 2. Adoption Date**

This ordinance shall become effective immediately upon adoption and publication in the official newspaper of the City of Lake Elmo.

This Ordinance No. 08-050 was adopted on this 19<sup>th</sup> day of July, 2011, by a vote of 5 Ayes and 0 Nays.

  
\_\_\_\_\_  
Mayor Dean Johnston

ATTEST:

  
\_\_\_\_\_  
Bruce A. Messelt, City Administrator

This Ordinance No. 08-050 was published on the 27<sup>th</sup> day of July, 2011

# Minnesota Department of Natural Resources

500 Lafayette Road • St. Paul, MN • 55155-4046



August 1, 2011

Mr. Bruce A. Messelt  
City Administrator  
City of Lake Elmo  
3800 Laverne Avenue N.  
Lake Elmo, Minnesota 55042

Mr. Messelt:

Department of Natural Resources (DNR) staff has now completed review of the materials received from your office on July 28th, requesting approval of a temporary amendment, regarding high water levels, to the Lake Elmo water surface use ordinance.

The action by the City Council Ordinance 08-050 on, July 19, 2011 amends Section 5. (B.) (2) of the existing county ordinance regarding "High Water Conditions" This amends the Lake Elmo City Code to allow for imposition of a slow no-wake ordinance when the water levels exceed the Ordinary High Water (OHW) mark on Lakes Elmo, Jane, DeMontreville and Olson.

After review, this action appears to be measured and reasonable, and therefore I am approving the amendment to the Ordinance, specifically 08-050(B) (2), as noted in the previous paragraph. This approval, however, is valid only through October 31, 2011. The City will have the responsibility monitoring lake levels, informing the public of the restrictions and enforcing the ordinance.

The City also needs to work with our boat and water safety coordinator, Kim Elverum, on review and approval of a permanent ordinance that would comply with the surface use statutes and rules.

Sincerely,

A handwritten signature in black ink, appearing to read "Jim Konrad".

Col Jim Konrad, Director  
Enforcement Division

c: Capt. Greg Salo – DNR Region 3 Enf. Manger  
Lt. Jason Peterson – DNR District 14 Enf. Supervisor  
Sgt Jerry Cusick – Washington Co. Sheriff's Office  
WSUM File



HIGHLIGHTS

Valley Branch Watershed – Lake Levels, 2011

July 4, 2011

June's precipitation was 137% of average. There were no major changes in lake levels, with Horseshoe Lake's 0.84 foot increase being the largest. In fact, Horseshoe Lake is now slightly above overflow, but there isn't a substantial amount of water entering the upper storage site yet.

On a yearly basis, all lakes are higher, but Horseshoe is up 7.15 feet and Olson & DeMontreville Lakes are up 3.6 feet from a year ago.

Storage values in the Project 1007 lakes showed a decrease in storage of 185 acre feet since last month and a decrease of 2013 acre feet since July 1, 2010. In fact, this is the 2<sup>nd</sup> month with negative storage values in the Project 1007 lakes.

	Acres	Overflow Elev.	Level	Acre ft. Storage	Total
Long Lake	90	937.50	938.75	-112.50	-212.06
O+D	220	928.35	929.30	-209.00	
Jane	160	922.35	920.99	217.60	
Eagle Pt.	130	894.00	894.76	-98.80	
Elmo	274	884.10	884.04	16.44	
Horseshoe	60	875.20	875.63	-25.80	

	Tri Lakes	Lower Lakes	Total	
	3/1/10	1122	752	1874
	4/1/10	1019	774	1793
	5/1/10	1074	920	1994
	6/1/10	1051	943	1994
Storage	7/1/10	873	928	1801
Below	8/1/10	886	940	1826
Overflow	9/1/10	913	950	1863
	10/1/10	697	894	1591
	11/1/10	780	923	1703
	4/1/11	310	262	572
	5/1/11	-130	232	102
	6/1/11	-73	46	-27
	7/1/11	-104	-108	-212

VALLEY BRANCH WATER LEVELS

DATE	LONG	O-D	JANE	SUNFISH	EAGLE POINT	ELMO	HORSE- SHOE	DOWN	CLOVER-Mc. DALE	Goetschel DONALD	GRAVEL POND	WLSS PIT	LOWER
2007													
1/1	937.13	927.69	921.31		<893	884.20	874.01	886.13	901.73		886.91	864.70	852.20
2/1	936.79	927.34	921.29		<893	884.20	874.16	886.41	901.34		887.06		
3/1	936.77	927.31	921.38		<893	884.24	874.19	886.00	901.39		886.59		
4/1	938.38	927.78	921.70		894.73	884.46	875.90	889.73	902.49		887.31	865.81	856.08
5/1	938.05	927.95	921.64	893.63	893.92	884.25	875.41	889.15	902.31		887.20	864.97	858.30
6/1	937.80	927.93	921.58	893.45	893.63	884.24	874.73	888.68	902.11		887.06	864.97	855.02
7/1	937.07	927.43	921.14	892.91	<893	883.80	873.80	887.94	901.39		886.38	864.72	852.00
8/1	936.27	926.79	920.65	892.31	<893	883.51	873.04	887.10	901.67		885.67		
9/1	936.91	926.79	920.72	892.35	<893	883.64	873.09	886.77	902.31		885.75		
10/1	937.86	926.90	920.92	892.45		883.76	873.19	886.80	902.75		885.92		
10/27	938.60	927.45	921.06	892.60	894.28	883.90	874.06	886.85	903.29		886.28		
12/1	937.63	927.07	920.86	892.29	893.64	883.60	873.50	886.73	902.69		885.94		
2008													
1/1	937.49	927.47	920.97		893.58	883.75	873.74	886.63	902.67				
2/1	937.24	927.30	920.86		<893	883.70	873.54	886.09					
3/1	936.89	927.16	920.87		<893	883.67	873.22	886.35					
4/1	937.35	927.26	920.96		893.39	883.92	873.42	886.41					
5/1	939.05	928.24	921.40	891.84	894.47	884.17	875.52	886.84					
6/1	939.09	928.90	921.39	891.74	894.18	884.20	875.41	886.67					
7/1	938.07	928.75	921.34	891.60	894.15	884.14	875.41	886.43					
8/1	937.33	928.31	921.02	891.15	893.20	883.83	874.36	886.24					
9/1	936.77	927.87	920.76	890.90	<893	883.71	873.80	885.41					
10/1	938.61	927.58	920.68	890.47		883.56	873.26	885.17					
11/1	936.43	927.32	920.52	889.37		883.54	872.95	884.79					
12/1	936.41	927.08	920.52			883.58	872.78	884.76					
2009													
1/1	936.18	927.23	920.58			883.43	872.65	884.94					
2/1	936.92	926.96	920.55			883.44	872.45	884.74					
3/1	935.81	927.02	920.62			883.48	872.43	884.64					
4/1	936.82	927.13	920.73			883.58	872.58	887.91					
5/1	936.60	927.09	920.53			883.49	872.24	887.39					
6/1	936.03	926.58	920.11			882.94	871.61	886.89					
7/1	935.84	926.30	919.91			882.82	871.22	886.69					
8/1	935.48	925.91	919.61			882.58	870.71	886.06					
9/1	936.56	925.97	919.74			882.70	870.66	886.28					
10/1	935.90	925.53	919.36			882.34	870.14	885.74					
11/1	937.34	925.89	919.81			882.65	871.53	885.86					
12/1	937.12	925.45	919.76			882.69	871.04	886.04					
2010													
1/1	937.08	925.67	919.96			882.72	871.14	886.14					
2/1	936.67	925.58	919.91										
3/1	936.45	925.49	919.86										
4/1	937.35	925.50	919.90			882.66	871.05	885.85					
5/1	937.31	925.35	919.87	888.86		882.64	868.70	884.82					
6/1	937.49	925.38	919.87	888.75		882.60	868.50	884.80					
7/1	938.46	925.70	920.00	888.75		882.66	868.48	884.50					
8/1	937.62	926.05	919.91	888.54		882.62	868.46	884.37					
9/1	937.35	926.08	919.85	888.49		882.56	868.56	884.59					
10/1	936.52	926.46	920.02	888.74		882.70	868.86	884.57					
11/1	937.76	926.56	919.79	888.54		882.60	868.84	884.37					
12/1	937.74	926.52	919.79										
2011													
4/1	939.14	927.79	920.26		894.45	883.68	871.78	886.16					
5/1	940.07	929.14	920.67	889.62	894.58	883.53	872.68	885.42					
6/1	938.99	929.22	920.77	889.78	894.55	883.76	874.79	885.32					
7/1	938.77	929.30	920.99	890.00	894.78	884.04	875.63	885.22					
Month diff.	-0.22	0.08	0.22	0.22	0.21	0.28	0.84	-0.10					
Year Diff.	0.31	3.60	0.99	1.25		1.38	7.15	0.72					
Overflow	937.50	928.35	922.35	927.80	894.00	884.10	875.20	891.50	908.50	908.50	929.50	865.70	861.00





Minnesota Association of Watershed Districts, Inc.

MINNESOTA CLIMATOLOGICAL NETWORK

11	06	<input checked="" type="checkbox"/> am <input type="checkbox"/> pm						8
Year	Month	ObTime	County	Township	Range	Section		

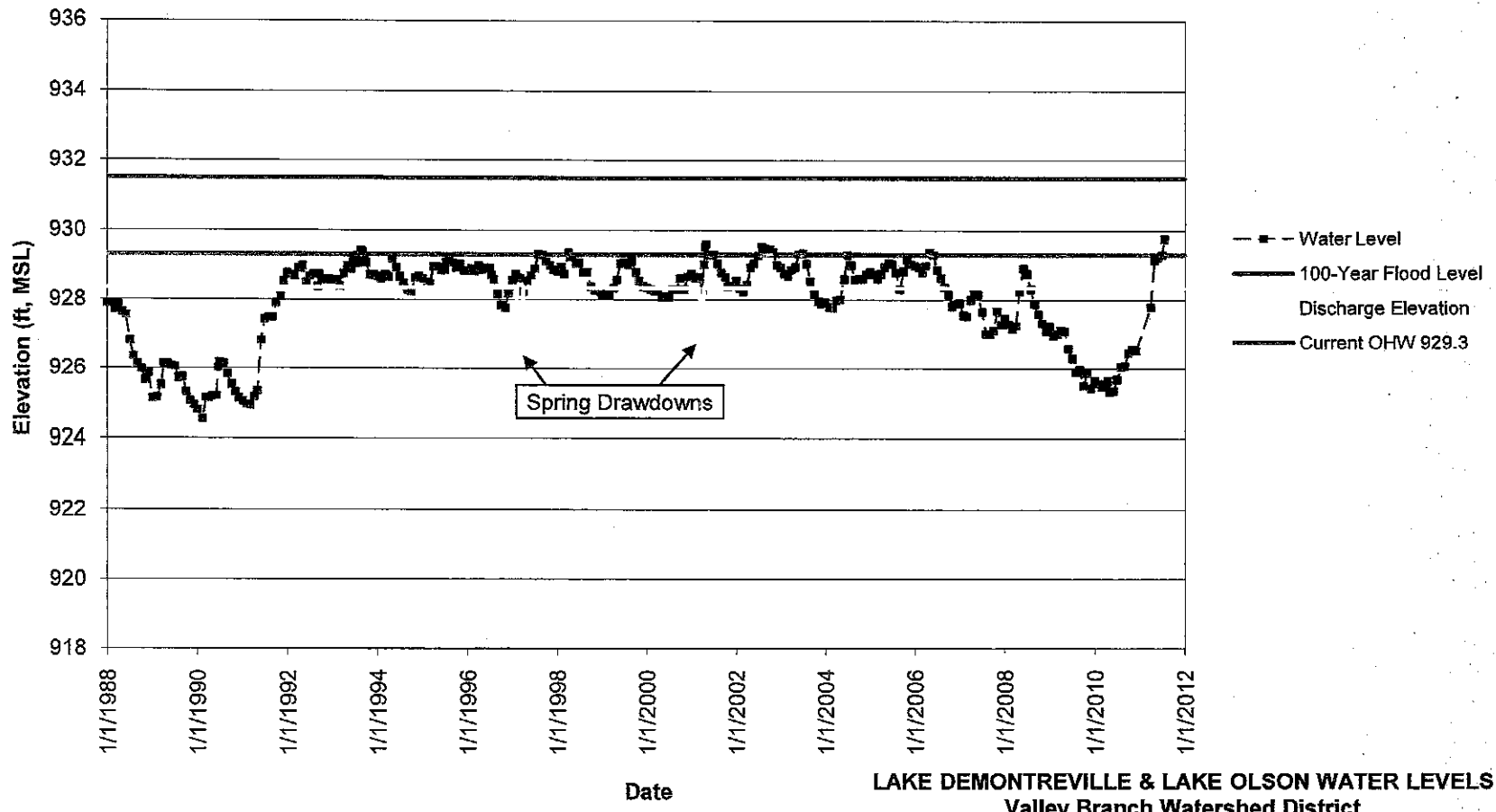
Name	Charles W. Taylor	County Name	Washington	Township Name	
Address	4677 Birchbark Tr. No. Lake Elmo, Minn. 55042	Telephone No.	(612) 777-2979		

24-HOUR AMOUNTS			At the end of each month, forward forms to Office of State Climatology Department of Natural Resources University of Minnesota, 279 North Hall St. Paul, Minnesota 55108	REMARKS: Give times and comments about events. (Temperature and Phenology Items are very useful).	Type of Gauge (Check One)		
RAIN MELTED SNOW ETC. (IN & FIFTHS)	SNOW ING & LEAFING	SNOW ON GROUND INCHES			Cyl.	Test Tube	Other
					Wedge		

			01	
			02	
			03	
			04	
			05	
0.11			06	
			07	
			08	
			09	
0.31			10	
0.21			11	
			12	
			13	
			14	
0.99			15	
0.04			16	
			17	
			18	
1.22			19	} 2 day combined
			20	
0.88			21	
1.30			22	
0.52			23	
			24	
			25	
			26	
			27	
			28	
			29	
			30	
			31	
5.58			TOTALS	

*Aug 4.07*

Lake	Past OHW	Current OHW	JUL 1/JUL 25 Water Level
Olson-DeMontreville	930.0 (up until 12/2007)	929.3	929.3/929.6 (+/- 0.1)
Jane	924.0	924.0	920.99/922.1 (+/- 0.1)
Elmo	886.0 (based on a DNR bench mark)	885.6 (corrected to 1929 datum around 2005)	884.04/UNKN



# LAKE DEMONTREVILLE/OLSON ASSOCIATION

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JUL 29 2011

To: Bruce Messelt, City of Lake Elmo Administrator

Thanks for attending the Lake Demontreville/Olson Association meeting last Friday. The meeting was held in response to concerns regarding the recent No-Wake rule imposed on our lakes by the City of Lake Elmo.

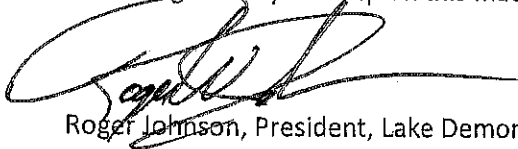
Our Association represents the 124 lakeshore property owners on Lake Demontreville and Olson. It is independent of the Tri Lakes Association, although many of our members are also members of that community organization.

This letter is to let you know that the Lake Demontreville/Olson Association opposes the No-Wake level set in the Ordinance passed at the Tuesday, July 19, 2011 Council meeting and that we hereby ask that it be changed from 929.3 ft to 930 ft. We feel the 930 ft level is consistent with the intent of the City's "307 Shoreline Ordinance" committee from 1992.

Also, our Association requests that lakeshore homeowners be alerted of any future No-Wake action via the new automated Lake Elmo phone notification system...in addition to postings at the Lake Demontreville boat landing.

Bruce, would you please inform the City Council of the above requests and let me know what more is required of our Association to assure the changes are implemented.

Thanks again for your help on this matter and for your service to our City,



Roger Johnson, President, Lake Demontreville/Olson Association

Tele: 651-777-7766

## Attachments:

1. Lake Demontreville/Olson Association, minutes of July 25, 2011 Board meeting.
2. Lake Demontreville/Olson Association, July 25, 2011 Lake Level Resolution.
3. Lake Demontreville/Olson Lake Level history chart

**LAKE DEMONTREVILLE/OLSON ASSOCIATION**

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To: All Lake Demontreville/Olson Lakeshore Homeowners

A special emergency meeting of the Lake Demontreville/Olson Association Board of Directors was held at 12:00noon on Friday, July 22, 2011 in response to concerns regarding the No-Wake rule imposed on our lakes by the City of Lake Elmo.

The meeting was attended by Board members Roger Johnson, Pat Dean, Larry Paul, Ron Gritzmaker, Bill Rowe, Terry Lizakowski, and other members Bill Rowe, Dick and Karen Nelson, Carrie Berg-Prentice, and Denise Bozak. Bruce Messelt, Lake Elmo City Administrator also attended.

Pat Dean presented water elevation data and reported that the City's 307 Shoreline Ordinance adopted in 1992 set the No-Wake elevation at the then agreed Ordinary High Water (OHW) level of 930 feet. The highest water mark registered after last week-ends storm was under that level at 929.7 feet. So, by that standard, the City should not have taken any No-Wake action.

Bruce Messelt reported that the City had passed the No-Wake Ordinance at the Tuesday, July 19, 2011 council meeting. It was based on a downwardly revised 929.3 OHM set in 2009 by the DNR. The City posted a sign at the public landing on Thursday declaring that No-Wake was allowed on Lake Demontreville and Olson per the new ordinance. Bruce further reported that the lake level had fallen under the 929.3 level on Friday, so the City was in the process of removing the No-Wake signs on Friday afternoon.

As the imminent concern regarding the City's No-Wake rule was no longer an issue, Pat Dean made a motion that the Lake Demontreville/Olson Association recommend that the 930 ft level as the point where the City would impose the No-Wake rule rather than the new downwardly revised 929.3 DNR level used for last Tuesday's Council action.

The motion was seconded by Terry Lizakowski and a vote of the attending board members, and a subsequent phone poll of those board members who could not attend, produced a vote of 12 for, 3 against, and 1 abstention. The motion therefore passes.

Pat Dean volunteered to prepare a letter to the City regarding our recommendation to use the 930ft OHW as the trigger point for the No-Wake Rule. The letter will also request that lakeshore homeowners be alerted of any No-Wake action via the new automated Lake Elmo phone notification system...in addition to postings at the boat landing.

The meeting was then adjourned.

Respectfully submitted by,

Roger Johnson, President LDO Assoc.

## Lake DeMontreville/Olson Association

Lake Level Resolution – Friday July 22, 2011

An emergency meeting of the Board of Directors was called on this date to address an Ordinance that was passed on July 19, 2011 by the Lake Elmo City Council declaring a "No-Wake" condition on various lakes in the City of Lake Elmo. Our Association's Board is only concerned about the effects of this Ordinance on the lakeshore homeowners on Lakes Demontreville and Olson. The Board of Directors, after lengthy discussion, passed a resolution in support of imposing a "No-Wake" condition when water levels are expected to exceed the elevation of 930, NGVD-1929 feet for several days.

### Background

On 2/28/1984 the State of Minnesota determined that the Ordinary High Water (OHW) for these lakes was 930. In 1987 the Valley Branch Watershed District completed the Project 1007 which lowered the runout elevation of the lake from 929.7 to 928.76. On November 20, 2007 the State of Minnesota again reviewed the OHW and determined that the new OHW is 929.3. In the State's December 11, 2007 memo they state: "The lower runout elevation has been in place for 20 years. The highest water level over that period of record (1988-2007) is 929.61, or 1.03 feet lower than the highest recorded water level for the period of record preceding the new outlet structure (1960-1987). Based on the length of time the new structure has been in place and the corresponding water level data, a re-evaluation of the OHW level is warranted." "... the appropriate OHW level of Olson and Demontreville Lake ... is 929.3".

Presently the 100 year flood level is set at 931 for the lakes. Given that almost all the properties on these lakes were built before 1984 and that most homeowners understand that the lakes do recede fairly quickly after a rain event, the 930 level is warranted.

### Current Conditions

The most recent water levels taken at the weir by Mr. Chuck Taylor are as follows:

4/1/11 927.79

5/1/11 929.14

6/1/11 929.22

7/1/11 929.30

7/22/11 929.76

7/24/11 929.66 AM

7/24/11 929.50 PM

## Issues

Given the rainy Spring and large rainfall events in July, 2011 the Lakes still have not reached any major flood stage (931 - 100-year flood level or 929.7 the old outlet level) for a prolonged period of time. The City Council has set the Ordinance too low for recreational boaters to use the lake at the 929.3 level. Under this new level, both the Public and the Lake owners would be denied access to the lake for pleasure boating for weeks at a time. In fact, if you impose the new Ordinance on historical lake levels, the lake use would have been restricted for most of 1980-1987. In addition, there would have been several times in 1994, 1998, 1999, 2002, 2003, 2004 and 2006 (see chart) where the restriction would have applied. Given the latest readings, lake access under the new Ordinance, would have been restricted from approximately June 15<sup>th</sup> until present (July 25<sup>th</sup>).

## Request of the Lake Elmo City Council

The Board of Directors in a vote of 12 for, 3 against, and 1 abstention, on Friday, July 22, 2011, resolves the following:

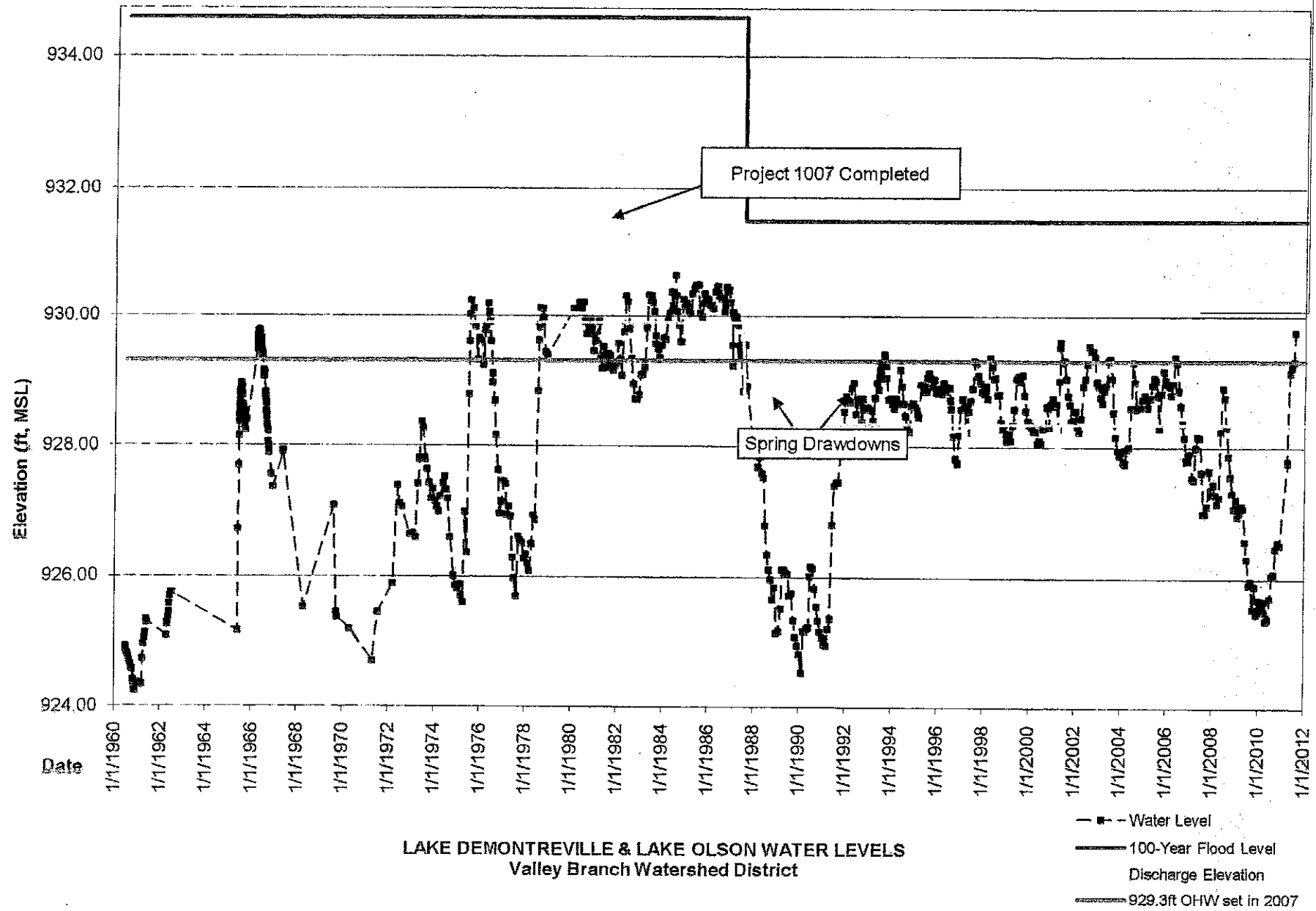
1. The Board requests that the Ordinance be changed to use the level of 930 feet, NGVD-1929 as the elevation before a "No-Wake" can be imposed on Lakes DeMontreville and Olson.

And in a unanimous vote;

2. That the City of Lake Elmo contact the Lake Demontreville/Olson property owners before a "No-Wake" restriction is imposed, and again when it has been lifted. The Board also requested that any proposed changes to lake usage be sent to the Board before Ordinances are passed.

Respectfully submitted,

Pat Dean, LDO Association Board Member







## MAYOR & COUNCIL COMMUNICATION

DATE: 8/9/2011  
REGULAR  
ITEM #: 11  
MOTION Ordinance No. 08-052

**AGENDA ITEM:** Consider Ordinance No. 08-052 - No Parking at Carriage Station Park

**SUBMITTED BY:** Request of Mayor & City Council

**THROUGH:** Mike Bouthilet, Public Works Director  
Bruce Messelt, City Administrator

BAW

**REVIEWED BY:** Jack Griffin, City Engineer  
Sharon Lumby, City Clerk

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**SUMMARY AND ACTION REQUESTED:** The City Council is respectfully requested to consider Ordinance No. 09-052 regarding the proposed posting of "No Parking" signs at the access to Carriage Station Park.

**BACKGROUND INFORMATION & STAFF REPORT:** This item has been scheduled at the request of the Mayor and City Council. It has been reported that cars are parking on Marquess Ave, blocking the asphalt trail going into the Park.

If approved, the Public Works Department would post two "No Parking" signs 45 feet apart, at the entrance to the Carriage Station Park. Posting "No Parking" signs at the trail access to the park is a legitimate, warranted request which would allow bikers and pedestrians safe passage into the park

**RECOMMENDATION:** The City Council is respectfully requested to consider Ordinance No. 09-052 regarding the proposed posting of "No Parking" signs at the access to Carriage Station Park. The proposed motion to approve this action is as follows:

**"Move to approve Ordinance No. 08-052, directing that NO PARKING BETWEEN SIGNS be posted with a 45 foot interval at the asphalt trail leading into Carriage Station Park from Marquess Trail N., and that such be added to the City's official no parking zones."**

Alternatively, the City Council does have the authority to further discuss, deliberate and modify any decision prior to taking action. If done so, the appropriate action of the Council following such discussion would be:

**“Move to approve Ordinance No. 08-052, directing that NO PARKING SIGNS be posted at [location], and that such be added to the City’s official no parking zones.”**

**ATTACHMENTS:** Ordinance No. 08-052

**SUGGESTED ORDER OF BUSINESS:**

- Introduction of Item/Brief Presentation ..... City Public Works Director
- Questions from Council to Staff ..... Mayor Facilitates
- Public Input, if Appropriate ..... Mayor Facilitates
- Call for Motion ..... Mayor & City Council
- Discussion ..... Mayor Facilitates
- Action on Motion ..... Mayor & City Council

CITY OF LAKE ELMO  
WASHINGTON COUNTY, MINNESOTA

ORDINANCE NO. 08-052

AN ORDINANCE ADDING CHAPTER 73, SCHEDULE 1:  
(PARKING PROHIBITED)  
TO THE LAKE ELMO MUNICIPAL CODE

**Section 1.** Amendments: Chapter 73: Parking Schedules, Schedule 1: Parking Prohibited is hereby added to the Lake Elmo Municipal Code: to wit:

1. Two "No Parking Between Signs", 45 feet part, at the asphalt trail into Carriage Station Park.

**Section 2.** Effective Date: This ordinance shall become effective upon its passage and publication according to law.

ADOPTED by the Lake Elmo City Council on August 9, 2011.

\_\_\_\_\_  
Dean A. Johnston, Mayor

ATTEST:

\_\_\_\_\_  
Sharon Lumby  
City Clerk

Published in the Oakdale-Lake Elmo Review on the \_\_\_\_\_ day of \_\_\_\_\_, 2011



## MAYOR & COUNCIL COMMUNICATION

DATE: 8/09/2011  
REGULAR  
ITEM #: 12  
DISCUSSION Ordinance No. 08-051

**AGENDA ITEM:** Hotel/Motel Water Rates – Discussion & Proposed Ordinance No. 08-051

**SUBMITTED BY:** Tom Bouthilet, Finance Director

**REVIEWED BY:** Bruce Messelt, City Administrator *BAW*

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**SUMMARY AND ACTION REQUESTED:** It is respectfully requested that the City Council receive an update on efforts to address issues related to water service to the Wildwood Lodge and discuss, if appropriate, Staff's evaluation of proposed alternatives to the City's commercial water rate structure to potentially address identified concerns with respect to hotel/motel water users. Additionally, if appropriate, the City Council may wish to consider the following motion:

*“Move to approve Ordinance No. 08-051A (or 08-051B), amending the 2011 fee schedule to include a Commercial Hotel/Motel Water Rate.”*

**BACKGROUND INFORMATION:** On July 19th, 2011, the City Council discussed possible alternative domestic water rates for commercial hotel/motel customers. The City Council also reviewed past considerations relating to infrastructure integrity and billing practices. The City Council then directed that this item be placed on tonight's agenda.

On July 5th, 2011, the City Council tabled discussion of this item, pending additional discussion with the Wildwood Lodge relating to past and current water service to the property. Additional discussions were held on July 14th, 2011, resulting in a consensus to share further information and meet again, if necessary, during the week of July 18th.

On June 21st, 2011, the Lake Elmo City Council directed City Staff to evaluate two alternatives to address identified concerns with respect to hotel/motel water users. Some large commercial water users have reported significant increases in water bills, despite increased conservation efforts. Other considerations included limiting the potential alternatives to non-irrigation water consumption only and making any changes retroactive to January 2011, as well as reviewing the commercial water rate structure later in 2011.

On April 19th, 2011, the City Council had directed Staff to evaluate and prepare for Council review possible changes to the City's Water rate structure to with respect to large Commercial

water users. The current Water Conservation rate structure has been in place since December, 2009.

**STAFF REPORT:** A majority of surveyed northern metro cities use the same Increasing Block Rates structure that this City adopted in December, 2009. The two identified potential alternatives for Hotel/Motel consumption include the following:

Modified Commercial Water Rate Structure - As directed on June 21st, City staff further evaluated **Option D**, a modified commercial water rate structure, utilizing two plausible variations. A new commercial Hotels/Motel Water Rate structure could be as follows:

Option D-1		Option D-2	
Gallons Per Quarter	Cost per 1,000 Gallons	Gallons Per Quarter	Cost per 1,000 Gallons
0 – 15,000 Gallons	\$3.11	0 – 15,000 Gallons	\$3.11
15,001 – 30,000 Gallons	\$3.26	15,001 – 30,000 Gallons	\$3.11
30,001 – 50,000 Gallons	\$3.26	30,001 – 50,000 Gallons	\$3.26
50,001 – 80,000 Gallons	\$3.77	50,001 – 80,000 Gallons	\$3.26
80,001 – 150,000 Gallons	\$3.77	80,001 – 150,000 Gallons	\$3.77
150,000+	\$5.00	150,001 – 200,000 Gallons	\$3.77
		Over 200,000 Gallons	\$5.00

(Quarterly domestic, non-irrigation usage only)

**Option D-1** applies a modified Water Conservation Rate structure, as presented to the City Council on June 21st, with four tiers, versus the current five. Under Option D-1, one customer is currently identified at potentially benefitting from a separate commercial Hotel/Motel water rate structure. The net revenue reduction is estimated to be \$8,200 to the Utility for the 2011 billing period, or an approximately 25% reduction in currently-estimated revenues from this customer for this period. The identified Hotel/Motel customer has seen an approximately 100% increase in its water bill in both 2010 and 2011, as compared to 2009. With the rate adjustment utilized in Scenario #1, this customer's 2011 water bill is estimated to be 56% higher than 2009 (pre-water conservation rates).

**Option D-2** applies a slightly modified Water Conservation Rate structure than D-1, with four more evenly-dispersed tiers. Under Option D-2, again with only one currently-identified customer, the net revenue reduction is estimated to be \$8,500 to the Utility for the 2011 billing period, or an approximately 26% reduction in currently-estimated revenues from this customer for this period. With the rate adjustment utilized in Scenario #2, this customer's 2011 water bill is estimated to be 53% higher than 2009 (pre-water conservation rates). **Ordinance No. 08-051A** has been prepared for Council consideration, utilizing Scenario #2 and making billing adjustments retroactive to January 2011.

“Multifamily” Commercial Water Rate Structure – As directed on June 21st, City staff further evaluated **Option F**, a Multifamily Commercial Water Rate Structure. According to the Minnesota Department of Natural Resources, another acceptable Water Conservation Rate Structure exists for multiple-family dwellings. While not specific to hotels/motels, this rate structure takes into consideration the independent consumptive nature of each unit within a larger single-metered facility, as well as meeting space and offices. According to the MN DNR Guidelines:

**Multiple-Family Dwellings:** Total water use in a multiple-family dwelling, which has only one water meter for the entire dwelling, may exceed that of a single-family dwelling. The statute does not require individual water meters for each residential unit within a multiple-family dwelling; however, the required conservation rate at which the multiple-family dwelling’s water use is billed must consider the number of residential units within that multiple-family dwelling.

Example: A four-plex uses a total of 18,000 gallons per month or approximately 4,500 gallons per residential unit. Water use for each residential unit falls within the first block (0-6,000 gallons) of the above Excess Use Rate example. A rate of \$2.50/1000 gallons would apply up to a total use of 24,000 gallons for the multiple-family dwelling. Thereafter, the rate increases according to the rate schedule, always considering each residential unit as an individual user.

For this customer, a preliminary calculation, using the Metropolitan Council’s formula, yields 55 SAC (REC) Units, based upon the number of hotel rooms and square footage utilized for office space and meeting rooms. Swimming pools for hotel users and mechanical rooms are exempt from this calculation by the Metropolitan Council. It should be noted that the City does not envision creating, at this time, a Multiple-Family Dwellings’ rate structure for other than commercial hotels/motels. A more general commercial (and/or residential) rate structure for Multiple-Family Dwellings would likely increase the number of affected customers.

Utilizing **Option F**, the Multiple-Family Dwellings’ approach, for the only currently-identified hotel/motel customer would yield an estimated net revenue reduction of \$12,400 to the Utility for the 2011 billing period, or an approximately 40% reduction in currently-estimated revenues from this customer for this period. With this rate adjustment, this customer’s 2011 water bill is estimated to still be 29% higher than 2009 (pre-water conservation rates). **Ordinance No. 08-051B** has been prepared for Council consideration, utilizing the Multiple-Family Dwellings’ approach and making billing adjustments retroactive to January 2011.

Original “Tiered – Bulk” Options – At the request of the customer, City staff has also analyzed in greater detail the original options presented to the City Council for their consideration and identified on June 21st, 2011 as **Option A** and **Option B**. These are shown below:

Option A		Option B	
Gallons Per Quarter	Cost per 1,000 Gallons	Gallons Per Quarter	Cost per 1,000 Gallons
0 – 15,000 Gallons	\$3.11	0 – 15,000 Gallons	\$3.11
15,001 – 30,000 Gallons	\$3.26	15,001 – 30,000 Gallons	\$3.26
30,001 – 50,000 Gallons	\$3.77	30,001 – 50,000 Gallons	\$3.77
50,001 – 80,000 Gallons	\$5.00	50,001 – 80,000 Gallons	\$5.00
80,001 – 150,000 Gallons	\$6.63	80,001 – 150,000 Gallons	\$3.26
150,000+	\$3.26	150,001 – 200,000 Gallons	\$3.26
		Over 200,000 Gallons	\$3.26

(Quarterly domestic, non-irrigation usage only)

**Option A** applies a modified Water Conservation Rate structure, as presented to the City Council on June 21st, with four five tiers, before dropping back to the Bulk Rate for usage over 150,000 gallons. Under **Option A**, one customer is currently identified at potentially benefitting from a separate commercial Hotel/Motel water rate structure. The net revenue reduction is estimated to be \$14,900 to the Utility for the 2011 billing period, or an approximately 46% reduction in currently-estimated revenues from this customer for this period. The identified Hotel/Motel customer has seen an approximately 100% increase in its water bill in both 2010 and 2011, as compared to 2009. With the rate adjustment utilized in **Option A**, this customer's 2011 water bill is estimated to be 13% higher than 2009 (pre-water conservation rates).

**Option B** applies a slightly modified Water Conservation Rate structure than Option A, with four tiers before dropping back to the Bulk Rate for usage over 80,000 gallons. Under **Option B**, again with only one currently-identified customer, the net revenue reduction is estimated to be \$15,800 to the Utility for the 2011 billing period, or an approximately 49% reduction in currently-estimated revenues from this customer for this period. With the rate adjustment utilized in **Option B**, this customer's 2011 water bill is estimated to be only 7% higher than 2009 (pre-water conservation rates).

A third similar option, Option C, was not further assessed, as it would have dropped back to a Bulk Rate for usage over 50,000 gallons and only marginally reduces the customer's water bill and impact to the Utility over that assessed in Option B.

**RECOMMENDATION:** It is recommended that the City Council discuss this evaluation of proposed alternatives to the City's commercial water rate structure to potentially address identified concerns with respect to hotel/motel water users. If appropriate, the City Council may also wish to consider the following:

*“Move to approve Ordinance No. 08-051A, amending the 2011 fee schedule to include a Commercial Hotel/Motel Water Rate, utilizing a new Water Conservation Rate Structure.”*

or

***“Move to approve Ordinance No. 08-051B, amending the 2011 fee schedule to include a Commercial Hotel/Motel Water Rate Structure, utilizing a Multiple-Family Dwellings’ calculation.”***

Alternatively, the City Council may reject, table, further discuss and/or modify this recommendation, as appropriate. If the latter is undertaken, the suggested motion would be:

***“Move to approve Ordinance No. 08-051A (or 08-051B), amending the 2011 fee schedule to include a Commercial Hotel/Motel Water Rate [as agreed upon at tonight’s meeting].”***

**ATTACHMENTS:**

1. Ordinance No. 08-051A
2. Ordinance NO. 08-051B
3. Minnesota DNR Water Conservation Rate Guidelines
4. Met Council SAC Calculations
5. Analysis of Identified Scenarios
6. Additional Analysis Request by the City Council:
  - Material presented on July 19th, 2011 on Total Utility Budget and Impact of Options B, D and F on Budget
  - Material requested by Mayor Johnston on % of water consumption by Wildwood Lodge

**SUGGESTED ORDER OF BUSINESS:**

- Introduction of Item .....Finance Director
- Questions from Council to Staff ..... Mayor Facilitates
- Public Input..... Mayor Facilitates
- Call for Motion ..... Mayor & City Council
- Discussion ..... Mayor Facilitates
- Action on Motion ..... Mayor & City Council



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

**ORDINANCE NO. 08-051A**

**AN ORDINANCE AMENDING MUNICIPAL FEES FOR CALENDAR YEAR 2011**

The Lake Elmo City Council hereby adopts the following fee schedule for calendar year 2011, applicable as services outlined in Appendix A, and directs that it be added to the Lake Elmo Municipal Code as Appendix A.

Appendix A: 2011 Fee Schedule – Commercial Hotel/Motel Water Quarterly Rate

**ADOPTION DATE:** Passed by the Lake Elmo City Council on the 9th day of August, 2011.

CITY OF LAKE ELMO

By: \_\_\_\_\_  
Dean A. Johnston  
Its: Mayor

ATTEST

\_\_\_\_\_  
Sharon Lumby  
City Clerk

**PUBLICATION DATE:**

## City of Lake Elmo 2011 Fee Schedule

	2011	Escrow or Additional Charge
<b>Right-of-Way Permits</b>		
Annual Registration (1415.05 Subd.1)	\$100.00	
Excavation (1415.11 Subd. 1)	\$230.00	
Each Additional Excavation	\$40.00	
Trench Fee (boring or open cut)	.60 per foot	
Overhead Installation Fee	.60 per foot	
New Subdivisions (Alternate to per foot fee)	\$100.00	
Street Obstruction Fee (1415.11 (Sub 2.)	\$100.00	
Permit Extension	\$100.00	
Delay Penalty	25.00 per day	
<b>Sewage Disposal</b>		
<b>On-Site Septic Systems</b>		
New		Plus 5.00 Surcharge (State Mandated)
Alterations or Repairs		Plus 5.00 Surcharge (State Mandated)
Sewer Availability Charge (SAC)	\$5,730.00	per SAC unit - 2230.00 to Met Council; 3500 to City
Sewer	\$4.50 per 1,000 gallons	
<b>Wetland Treatment</b>		
Hookup to Existing System	\$100.00	Plus 5.00 Surcharge (State Mandated)
Alteration/Repair	\$75.00	Plus 5.00 Surcharge (State Mandated)
201 Off-Site Maintenance Fee	75.00 per unit per quarter	
Signs Permanent	\$180.00	Plus 5.00 Surcharge (State Mandated)
Signs Temporary	\$75.00	Plus 5.00 Surcharge (State Mandated)
Signs Temporary Renewal	\$25.00	Plus 5.00 Surcharge (State Mandated)
Site Plan Review (Chapter 520)	\$980.00	
<b>Special Events Support</b>		
Fire Department Equipment/Personnel	\$250/HR (Engine)	
	\$350/HR (Ladder)	
Public Safety	-NA	As Per Washington County Sheriff's Dept. Fee Schedule
Public Works Support (Traffic Control/Other)	\$100.00	Plus Materials
<b>Street Cleaning Erosion Control</b>		
Escrow	\$5,000.00	
Re-inspection	\$50.00 per hour	Portal to Portal from City Hall. Minimum: 1 hour
Processing Fee		10% of Contractor's Invoice to City
<b>Surface Water</b>		
Residential	\$50.00	
Non-Residential (commercial, ag., etc.)	\$50.00	Utility Rate Factor per code
Tennis Courts	Per 1997 UBC	Plus 5.00 Surcharge (State Mandated)
<b>Vacations (Streets or Easements)</b>		
Easements	\$515.00	\$500.00 Escrow
Streets	\$515.00	\$500.00 Escrow
Variance	\$750.00	
<b>Video Reproduction</b>		
	\$35.00	
<b>Water</b>		
Residential - Quarterly Rate	\$25.00 Base	
Plus Rate Per 1000 Gallons		
0-15,000 Gallons	\$2.14	
15,001 - 30,000 Gallons	\$2.86	
30,001 - 50,000 Gallons	\$3.77	
50,001 - 80,000 Gallons	\$5.00	
80,001+Gallons	\$6.63	
Commercial - Quarterly Rate	\$25.00 Base	
Plus Rate Per 1000 Gallons		
0-15,000 Gallons	\$3.11	
15,001 - 30,000 Gallons	\$3.26	
30,001 - 50,000 Gallons	\$3.77	
50,001 - 80,000 Gallons	\$5.00	
80,001+Gallons	\$6.63	

## City of Lake Elmo 2011 Fee Schedule

	2011	Escrow or Additional Charge
<b>Commercial - Hotel/Motel Quarterly Rate</b>	<b>\$25.00 Base</b>	<b>For Metered Non-Irrigation (Domestic) Consumption</b>
Plus Rate Per 1000 Gallons		
0-15,000 Gallons	\$3.11	
15,001-30,000 Gallons	\$3.11	
30,001-50,000 Gallons	\$3.26	
50,001-80,000 Gallons	\$3.26	
80,001-150,000 Gallons	\$3.77	
150,001-200,000 Gallons	\$3.77	
200,001+ Gallons	\$5.00	
<b>All Connection Permits</b>	<b>\$140.00</b>	
<b>Meters, MIU &amp; Meter Installation Sets</b>	<b>\$300.00</b>	
<b>Delinquent Accounts</b>	<b>6% per quarter</b>	<b>Plus 25.00 or 8%, whichever is greater, if certified to County for collection with taxes</b>
<b>Disconnect Service</b>	<b>\$80.00</b>	
<b>Reconnect Service</b>	<b>\$80.00</b>	
<b>Service Call</b>		
Water Storage Violation	\$15.00 per day	
<b>Bulk Water from Hydrant</b>	<b>\$61.20 for first 5,000 gallons</b>	<b>Plus 3.26 per additional 1000 Gals</b>
<b>Swimming Pool Fill</b>	<b>\$61.20 for first 5,000 gallons</b>	<b>Plus 3.26 per 1000 Gals &amp; \$15.00 per labor hour</b>
<b>Water Availability Charge (WAC)</b>		
Existing Structures within Old Village	\$800.00	
New Development	\$3,900.00	
<b>Wind Generator</b>	<b>\$850.00</b>	<b>\$2000.00 Escrow</b>
<b>Wireless Communication Permit</b>	<b>\$500.00</b>	<b>\$2000.00 Escrow</b>
<b>Zoning Amendment (Text or Map)</b>	<b>\$1,245.00</b>	

## City of Lake Elmo 2011 Fee Schedule

	2011	Escrow or Additional Charge
Accessory Bldg Forward of Primary Structure	\$80.00	
Administrative / Fines	\$0.00	
Amateur Radio Antenna	\$875.00	
Appeal (to Board of Adjustment and Appeals)	\$150.00	
Assessment Search	\$25.00	
<b>Building Demolition</b>		
First 1000 Square Feet	\$105.00	Plus 5.00 Surcharge (State Mandated)
Each Additional 1000 sq feet or portion thereof	\$11.00	Plus 5.00 Surcharge (State Mandated)
<b>Burning Permits</b>		
Residential	\$45.00	
Commercial	\$80.00	
Illegal Burn	\$100.00	
Comprehensive Plan Amendment	\$1,300.00	
Conditional Use Permit (CUP)	New \$1,050.00	Wireless Communication Facilities Escrow \$6,000.00 Flood
<new or amended>	Amended \$500.00	Plain Ordinance Escrow \$500.00
<b>CONTRACTOR LICENSE FEES</b>		
Blacktopping	\$75.00	
Excavator License	\$75.00	
Heating and A/C	\$75.00	
Sign Installer	\$50.00	Sign Reinspection Fee \$25.00
Solid Waste Hauler	\$120.00	
Tree Contract	\$70.00	
<b>COPY SERVICES</b>		
Copies (B&W)	\$0.35	
Copies (B&W) 11 X 17	\$1.00	
Copies (Color)	\$0.50	
Copies (Color) 11 X 17	\$2.00	
City Map - colored	\$3.15	
City Street Maps 36 X 40	\$20.00	
GIS / Engineering Maps		
Existing Maps	\$5.00	Provided electronically or paper
Custom (Per Hour rate)	\$70.00	Provided electronically or paper
Plan Size Maps Larger than 11 X 17	\$20.00	
Development Standards Specification & Details	\$55.00	
Code Book	\$160.00	
Sections 1, 2, 4, 6-12, 14	\$12.00	
Section 3	\$52.00	
Section 5 and 13	\$27.00	
Comprehensive Plan	\$125.00	
OP Ordinance	\$12.00	
Parks Plan	\$80.00	
Culverts in Developments with Rural Section	\$160.00	
<b>Dog License</b>	\$20.00	
Service Dogs License (dogs with special training to assist individual with disabilities)	\$5.00	Renew on expiration of rabies vaccination
Unlicensed dog (first impound)	\$60.00	Plus Boarding Fee-20.00/Day
Licensed dog (first impound)	\$42.00	Plus Boarding Fee-20.00/Day
Cat Impound (first impound)	\$42.00	Plus Boarding Fee-20.00/Day
Subsequent dog/cat impound	\$85.00	Plus Boarding Fee-20.00/Day
Duplicate License or Tag	\$1.00	
<b>Driveway</b>		
Residential	\$70.00	Plus 5.00 Surcharge (State Mandated)
Commercial	\$160.00	Plus 5.00 Surcharge (State Mandated)
Easement Encroachment	\$100.00	Staff & Recording Fee
Electronic Fund Withdrawal / Bill Payment	Fee & Transaction Charge	
Excavating and Grading	\$125.00	Erosion Control Bond, Escrow, or Letter of Credit: \$1500.00 per acre.
<b>False Alarm</b>		
1 to 3 False alarms		
In excess of 3 up to and including 6 false alarms within a twelve (12) month period		
Residential	\$110.00	
Commercial	\$315.00	

## City of Lake Elmo 2011 Fee Schedule

	2011	Escrow or Additional Charge
In excess of six false alarms within a twelve (12) month period		
Residential	\$185.00	
Commercial	\$520.00	
<b>Fire</b>		
Daycare inspection Fee	\$60.00	Plus 5.00 Surcharge (State Mandated)
Fire Alarm Systems	\$60.00	Plus 1% of Value
Fire Sprinkler System (Inspection Fee)	2% of value of work	Minimum \$100.00
Fire Sprinkler System (Reinspection Fee)	\$50.00	
<b>Flood Plain District Delineation</b>	\$500.00	
<b>Fuel Tank Removal (Underground)</b>	\$100.00	Plus 5.00 Surcharge (State Mandated)
<b>Fuel Tank Install</b>	2% of value of work	Minimum \$100.00
<b>Heating</b>		
New Residential	\$150.00	Plus 5.00 Surcharge (State Mandated)
Addition to Residential	\$75.00	Plus 5.00 Surcharge (State Mandated)
Commercial (New or Addition)	Minimum \$175.00 or 1% of total job	Plus minimum 5.00 Surcharge
<b>Interim Use Permit (IUP)</b>	\$1,050.00	
<b>Interim Use Permit (IUP)-Renewal</b>	\$300.00	
<b>Interim Use Permit (IUP) AG Sales &amp; Entertainment</b>	\$250.00	2011 Only
<b>Lawn Sprinklers</b>	\$125.00	Plus 5.00 Surcharge (State Mandated)
<b>Liquor</b>		
Club On Sale Intoxicating	\$100.00 per year	
Off Sale Intoxicating	\$200.00 per year	
Off-Sale Non-Intoxicating	\$150.00 per year	
On-Sale Intoxicating	\$1500.00 per year	
On-Sale Intoxicating - 2nd Bldg	\$750.00 per year	
On-Sale Investigation	\$350.00	
On-Sale Non-Intoxicating	\$100.00 per year	
On-Sale Sunday Intoxicating	\$200.00 per year	
Temporary Non-Intoxicating	\$25.00 per event	
Wine	\$300.00 per year	
<b>Lot Line Adjustment</b>	\$310.00	
<b>Manufactured Home Parks</b>	\$1,000.00	
New	\$1,200.00	Plus 2500.00 Escrow
Move home out of City	\$100.00	Plus 5.00 Surcharge (State Mandated)
Move into City	\$150.00	Plus 5.00 Surcharge (State Mandated)
<b>Minor Subdivision</b>	\$500.00	
<b>Moving House or Primary Structure into City</b>	\$520.00	Plus bond with amount to be determined by City w/recommendation from Building Official
<b>Moving Accessory Structure into City</b>	\$305.00	Plus Escrow to be determined by the City w/recommendation from Building Official
<b>New Construction Plan Review</b>	Per 1997 UBC (65%)	
<b>Park Dedication (up to 3 lots)</b>	\$3600.00 for each	Four or more lots per Section 400 Formula
<b>Parking Lots</b>		
New Commercial	\$175.00	Plus 5.00 Surcharge (State Mandated)
Existing Commercial	\$100.00	Plus 5.00 Surcharge (State Mandated)
<b>Platting</b>		
Concept (PUD or OP)	\$1,250.00	
Preliminary Plat (and Development Stage)	\$1,850.00	
Final Plat (and Final Plan)	\$1,250.00	Plus 2.5% Administrative Fee Development Agreement
<b>Plumbing</b>		
New Residential	\$150.00	Plus 5.00 Surcharge (State Mandated)
Addition to Residential	\$75.00	Plus 5.00 Surcharge (State Mandated)
Commercial (New or Addition)	175	Plus minimum 5.00 Surcharge (State Mandated)
<b>Private Roads (permitted only in AG zone)</b>	\$150.00	Plus 5.00 Surcharge (State Mandated)
<b>Restrictive Soils and Wetland Restoration Protection and Preservation Permit</b>	\$800.00	1500.00 escrow

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

**ORDINANCE NO. 08-051B**

**AN ORDINANCE AMENDING MUNICIPAL FEES FOR CALENDAR YEAR 2011**

The Lake Elmo City Council hereby adopts the following fee schedule for calendar year 2011, applicable as services outlined in Appendix A, and directs that it be added to the Lake Elmo Municipal Code as Appendix A.

Appendix A: 2011 Fee Schedule – Commercial Hotel/Motel Water Quarterly Rate

**ADOPTION DATE:** Passed by the Lake Elmo City Council on the 9th day of August, 2011.

CITY OF LAKE ELMO

By: \_\_\_\_\_

Dean A. Johnston

Its: Mayor

ATTEST

\_\_\_\_\_  
Sharon Lumby  
City Clerk

**PUBLICATION DATE:**

## City of Lake Elmo 2011 Fee Schedule

	2011	Escrow or Additional Charge
Accessory Bldg Forward of Primary Structure	\$80.00	
Administrative / Fines	\$0.00	
Amateur Radio Antenna	\$875.00	
Appeal (to Board of Adjustment and Appeals)	\$150.00	
Assessment Search	\$25.00	
<b>Building Demolition</b>		
First 1000 Square Feet	\$105.00	Plus 5.00 Surcharge (State Mandated)
Each Additional 1000 sq feet or portion thereof	\$11.00	Plus 5.00 Surcharge (State Mandated)
<b>Burning Permits</b>		
Residential	\$45.00	
Commercial	\$80.00	
Illegal Burn	\$100.00	
<b>Comprehensive Plan Amendment</b>	\$1,300.00	
<b>Conditional Use Permit (CUP)</b>	New \$1,050.00	Wireless Communication Facilities Escrow \$6,000.00
<new or amended>	Amended \$500.00	Flood Plain Ordinance Escrow \$500.00
<b>CONTRACTOR LICENSE FEES</b>		
Blacktopping	\$75.00	
Excavator License	\$75.00	
Heating and A/C	\$75.00	
Sign Installer	\$50.00	Sign Reinspection Fee \$25.00
Solid Waste Hauler	\$120.00	
Tree Contract	\$70.00	
<b>COPY SERVICES</b>		
Copies (B&W)	\$0.35	
Copies (B&W) 11 X 17	\$1.00	
Copies (Color)	\$0.50	
Copies (Color) 11 X 17	\$2.00	
City Map - colored	\$3.15	
City Street Maps 36 X 40	\$20.00	
<b>GIS / Engineering Maps</b>		
Existing Maps	\$5.00	Provided electronically or paper
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Plan Size Maps Larger than 11 X 17	\$20.00	
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Code Book	\$160.00	
Sections 1, 2, 4, 6-12, 14	\$12.00	
Section 3	\$52.00	
Section 5 and 13	\$27.00	
Comprehensive Plan	\$125.00	
OP Ordinance	\$12.00	
Parks Plan	\$80.00	
<b>Culverts in Developments with Rural Section</b>	\$160.00	
<b>Dog License</b>	\$20.00	
<b>Service Dogs License</b> (dogs with special training to assist individual with disabilities)	\$5.00	Renew on expiration of rabies vaccination
Unlicensed dog (first impound)	\$60.00	Plus Boarding Fee-20.00/Day
Licensed dog (first impound)	\$42.00	Plus Boarding Fee-20.00/Day
Cat Impound (first impound)	\$42.00	Plus Boarding Fee-20.00/Day
Subsequent dog/cat impound	\$85.00	Plus Boarding Fee-20.00/Day
Duplicate License or Tag	\$1.00	
<b>Driveway</b>		
Residential	\$70.00	Plus 5.00 Surcharge (State Mandated)
Commercial	\$160.00	Plus 5.00 Surcharge (State Mandated)
<b>Easement Encroachment</b>	\$100.00	Staff & Recording Fee
Electronic Fund Withdrawal / Bill Payment	Fee & Transaction Charge	
<b>Excavating and Grading</b>	\$125.00	Erosion Control Bond, Escrow, or Letter of Credit: \$1500.00 per acre.
<b>False Alarm</b>		
1 to 3 False alarms		
In excess of 3 up to and including 6 false alarms within a twelve (12) month period		
Residential	\$110.00	
Commercial	\$315.00	

## City of Lake Echo 2011 Fee Schedule

	2011	Escrow or Additional Charge
<b>In excess of six false alarms within a twelve (12) month period</b>		
Residential	\$185.00	
Commercial	\$520.00	
<b>Fire</b>		
Daycare inspection Fee	\$60.00	Plus 5.00 Surcharge (State Mandated)
Fire Alarm Systems	\$60.00	Plus 1% of Value
Fire Sprinkler System (inspection Fee)	2% of value of work	Minimum \$100.00
Fire Sprinkler System (Reinspection Fee)	\$50.00	
<b>Flood Plain District Delineation</b>	\$500.00	
<b>Fuel Tank Removal (Underground)</b>	\$100.00	Plus 5.00 Surcharge (State Mandated)
<b>Fuel Tank Install</b>	2% of value of work	Minimum \$100.00
<b>Heating</b>		
New Residential	\$150.00	Plus 5.00 Surcharge (State Mandated)
Addition to Residential	\$75.00	Plus 5.00 Surcharge (State Mandated)
Commercial (New or Addition)	Minimum \$175.00 or 1% of total job	Plus minimum 5.00 Surcharge
<b>Interim Use Permit (IUP)</b>	\$1,050.00	
<b>Interim Use Permit (IUP)-Renewal</b>	\$300.00	
<b>Interim Use Permit (IUP) AG Sales &amp; Entertainment</b>	\$250.00	2011 Only
<b>Lawn Sprinklers</b>	\$125.00	Plus 5.00 Surcharge (State Mandated)
<b>Liquor</b>		
Club On Sale Intoxicating	\$100.00 per year	
Off Sale Intoxicating	\$200.00 per year	
Off-Sale Non-Intoxicating	\$150.00 per year	
On-Sale Intoxicating	\$1500.00 per year	
On-Sale Intoxicating - 2nd Bldg	\$750.00 per year	
On-Sale Investigation	\$350.00	
On-Sale Non-Intoxicating	\$100.00 per year	
On-Sale Sunday Intoxicating	\$200.00 per year	
Temporary Non-Intoxicating	\$25.00 per event	
Wine	\$300.00 per year	
<b>Lot Line Adjustment</b>	\$310.00	
<b>Manufactured Home Parks</b>	\$1,000.00	
New	\$1,200.00	Plus 2500.00 Escrow
Move home out of City	\$100.00	Plus 5.00 Surcharge (State Mandated)
Move into City	\$150.00	Plus 5.00 Surcharge (State Mandated)
<b>Minor Subdivision</b>	\$500.00	
<b>Moving House or Primary Structure into City</b>	\$520.00	Plus bond with amount to be determined by City w/recommendation from Building Official
<b>Moving Accessory Structure into City</b>	\$305.00	Plus Escrow to be determined by the City w/recommendation from Building Official
<b>New Construction Plan Review</b>	Per 1997 UBC (65%)	
<b>Park Dedication (up to 3 lots)</b>	\$3600.00 for each	Four or more lots per Section 400 Formula
<b>Parking Lots</b>		
New Commercial	\$175.00	Plus 5.00 Surcharge (State Mandated)
Existing Commercial	\$100.00	Plus 5.00 Surcharge (State Mandated)
<b>Platting</b>		
Concept (PUD or OP)	\$1,250.00	
Preliminary Plat (and Development Stage)	\$1,850.00	
Final Plat (and Final Plan)	\$1,250.00	Plus 2.5% Administrative Fee Development Agreement
<b>Plumbing</b>		
New Residential	\$150.00	Plus 5.00 Surcharge (State Mandated)
Addition to Residential	\$75.00	Plus 5.00 Surcharge (State Mandated)
Commercial (New or Addition)	175	Plus minimum 5.00 Surcharge (State Mandated)
<b>Private Roads (permitted only in AG zone)</b>	\$150.00	Plus 5.00 Surcharge (State Mandated)
<b>Restrictive Soils and Wetland Restoration Protection and Preservation Permit</b>	\$800.00	1500.00 escrow



## City of Lake Elmo 2011 Fee Schedule

	2011	Escrow or Additional Charge
<b>Right-of-Way Permits</b>		
Annual Registration (1415.05 Subd.1)	\$100.00	
Excavation (1415.11 Subd. 1)	\$230.00	
Each Additional Excavation	\$40.00	
Trench Fee (boring or open cut)	.60 per foot	
Overhead Installation Fee	.60 per foot	
New Subdivisions (Alternate to per foot fee)	\$100.00	
Street Obstruction Fee (1415.11 (Sub 2))	\$100.00	
Permit Extension	\$100.00	
Delay Penalty	25.00 per day	
<b>Sewage Disposal</b>		
<b>On-Site Septic Systems</b>		
New		Plus 5.00 Surcharge (State Mandated)
Alterations or Repairs		Plus 5.00 Surcharge (State Mandated)
Sewer Availability Charge (SAC)	\$5,730.00	per SAC unit - 2230.00 to Met Council; 3500 to City
Sewer	\$4.50 per 1,000 gallons	
<b>Wetland Treatment</b>		
Hookup to Existing System	\$100.00	Plus 5.00 Surcharge (State Mandated)
Alteration/Repair	\$75.00	Plus 5.00 Surcharge (State Mandated)
201 Off-Site Maintenance Fee	75.00 per unit per quarter	
Signs Permanent	\$180.00	Plus 5.00 Surcharge (State Mandated)
Signs Temporary	\$75.00	Plus 5.00 Surcharge (State Mandated)
Signs Temporary Renewal	\$25.00	Plus 5.00 Surcharge (State Mandated)
Site Plan Review (Chapter 520)	\$980.00	
<b>Special Events Support</b>		
Fire Department Equipment/Personnel	\$250/HR (Engine)	
	\$350/HR (Ladder)	
Public Safety	-NA	As Per Washington County Sheriff's Dept. Fee Schedule
Public Works Support (Traffic Control/Other)	\$100.00	Plus Materials
<b>Street Cleaning Erosion Control</b>		
Escrow	\$5,000.00	
Re-inspection	\$50.00 per hour	Portal to Portal from City Hall. Minimum: 1 hour
Processing Fee		10% of Contractor's Invoice to City
<b>Surface Water</b>		
Residential	\$50.00	
Non-Residential (commercial, ag., etc.)	\$50.00	Utility Rate Factor per code
Tennis Courts	Per 1997 UBC	Plus 5.00 Surcharge (State Mandated)
<b>Vacations (Streets or Easements)</b>		
Easements	\$515.00	\$500.00 Escrow
Streets	\$515.00	\$500.00 Escrow
Variance	\$750.00	
Video Reproduction	\$35.00	
<b>Water</b>		
Residential - Quarterly Rate	\$25.00 Base	
Plus Rate Per 1000 Gallons		
0-15,000 Gallons	\$2.14	
15,001 - 30,000 Gallons	\$2.86	
30,001 - 50,000 Gallons	\$3.77	
50,001 - 80,000 Gallons	\$5.00	
80,001+Gallons	\$6.63	
Commercial - Quarterly Rate	\$25.00 Base	
Plus Rate Per 1000 Gallons		
0-15,000 Gallons	\$3.11	
15,001 - 30,000 Gallons	\$3.26	
30,001 - 50,000 Gallons	\$3.77	
50,001 - 80,000 Gallons	\$5.00	
80,001+Gallons	\$6.63	

## City of Lake Elmo 2011 Fee Schedule

	2011	Escrow or Additional Charge
<b>Commercial - Hotel/Motel Quarterly Rate</b>	\$25.00 Base	For Metered Non-Irrigation (Domestic) Consumption
Plus Commercial Rate Per 1,000 Gallons		Utilizing Multiple Family Dwellings' Calculation - Based Upon REC (SAC) Units
<b>All Connection Permits</b>	\$140.00	
<b>Meters, MIU &amp; Meter Installation Sets</b>	\$300.00	
<b>Delinquent Accounts</b>	6% per quarter	Plus 25.00 or 8%, whichever is greater, if certified to County for collection with taxes
<b>Disconnect Service</b>	\$80.00	
<b>Reconnect Service</b>	\$80.00	
<b>Service Call</b>		
Water Storage Violation	\$15.00 per day	
<b>Bulk Water from Hydrant</b>	\$61.20 for first 5,000 gallons	Plus 3.26 per additional 1000 Gals
<b>Swimming Pool Fill</b>	\$61.20 for first 5,000 gallons	Plus 3.26 per 1000 Gals & \$15.00 per labor hour
<b>Water Availability Charge (WAC)</b>		
Existing Structures within Old Village	\$800.00	
New Development	\$3,900.00	
<b>Wind Generator</b>	\$850.00	\$2000.00 Escrow
<b>Wireless Communication Permit</b>	\$500.00	\$2000.00 Escrow
<b>Zoning Amendment (Text or Map)</b>	\$1,245.00	

## Conservation Rates

*Minnesota Statutes*, section 103G.291, was amended in 2008 to include a requirement for public water suppliers serving more than 1,000 people to adopt a water rate structure that encourages conservation:

*Minnesota Statutes*, section 103G.291, subd. 4. **Conservation rate structure required.** (a) For the purposes of this section, "conservation rate structure" means a rate structure that encourages conservation and may include increasing block rates, seasonal rates, time of use rates, individualized goal rates, or excess use rates. The rate structure must consider each residential unit as an individual user in multiple-family dwellings.

(b) To encourage conservation, a public water supplier serving more than 1,000 people in the metropolitan area, as defined in section 473.121, subdivision 2, shall use a conservation rate structure by January 1, 2010. All remaining public water suppliers serving more than 1,000 people shall use a conservation rate structure by January 1, 2013.

(c) A public water supplier without the proper measuring equipment to track the amount of water used by its users, as of the effective date of this act, is exempt from this subdivision and the conservation rate structure requirement under subdivision 3, paragraph (c).

In addition, *Minnesota Statutes*, section 103G.291, was further amended to read:

Subd. 3. **Water supply plans; demand reduction.** (c) Public water suppliers serving more than 1,000 people must employ water use demand reduction measures, including a conservation rate structure, as defined in subdivision 4, paragraph (a), unless exempted under subdivision 4, paragraph (c), before requesting approval from the commissioner of health under section 144.383, paragraph (a), to construct a public water supply well or requesting an increase in the authorized volume of appropriation. Demand reduction measures must include evaluation of conservation rate structures and a public education program that may include a toilet and showerhead retrofit program.

A conservation rate structure must be employed before requesting well construction approval for a public water supply well or before requesting an increase in permitted volume for their water appropriation permit.

### Examples of Conservation Rates:

Commercial and industrial rates can be based on cost of service and do not necessarily need to be the same rate as that used for residential water users.

Below are examples of rate structures that encourage conservation. Many variations and combinations of these examples are possible.

**NOTE:** Rate structures often include a service charge (base rate) and a volume based charge. Service charges may cover fixed costs (capital improvements) and the volume charge is often for operation and maintenance costs. Volume charges usually use units of 1,000 gallons or 100 cubic feet (748 gallons).

**Increasing Block Rates:** Cost per unit increases as water use increases within specified "blocks" or volumes. The increase in cost between each block should be significant enough (25% or more and 50% between the last two steps) to encourage conservation.

Example: 0-6,000 gallons = \$2.50/1000 gallons  
6,000-12,000 gallons = \$3.15/1000 gallons  
12,000-24,000 gallons = \$4.00/1000 gallons  
Above 24,000 gallons = \$6.00/1000 gallons.

**Seasonal Rates:** The rate per unit increases in the summer to encourage the efficient use of water during peak demand periods caused by outdoor water uses. Seasonal rates can take the form of a surcharge added to the normal rate or a separate fee schedule for winter and summer periods.

Example: Surcharge method - \$1.00/1000 gallons is added on top of the regular fee schedule for all water use between May 1 and October 1.

**Time of Use Rates:** Water rates are higher at times of the day when water use demands are high. This rate requires specialized meters that can monitor water use during specified segments of time, for instance, every 15 minutes.

**Example:** Water rates are reduced by \$0.75 for customers that agree not to use water for certain purposes or over a set volume of water during certain times of the day or periods of high water demands.

**Individualized Goal Rate (Water Budget Rate):** A rate with tailored allocations developed for each customer. The rates increase as the allocation is used or exceeded by the customer. The allocation is generally based upon winter or January use.

**Example:** A family of four used 6,200 gallons in January. Summer use is higher than January use so a factor is applied to determine a summer allocation (1.5 x 6,200 gallons = 9,300 gallons).

0-6,000 gallons = \$2.50/1000 gallons

6,000-9,300 gallons = \$2.75/1000 gallons

9,300-18,600 gallons = \$4.00/1000 gallons. (Allocation is exceeded.)

Above 18,600 gallons = \$6.00/1000 gallons.

**Excess Use Rates:** Cost per unit increases greatly above an established level in order to trigger a strong price signal that discourages excessive use. This rate is similar to an increasing block rate but with much higher charges for the larger volume blocks.

**Example:**

- 0-6,000 gallons = \$2.50/1000 gallons
- 6,000-12,000 gallons = \$3.15/1000 gallons
- 12,000-24,000 gallons = \$5.00/1000 gallons (Excessive Use Rate)
- Above 24,000 gallons = \$7.50/1000 gallons (Excessive Use Rate)

**Multiple-Family Dwellings:** Total water use in a multiple-family dwelling, which has only one water meter for the entire dwelling, may exceed that of a single-family dwelling. The statute does not require individual water meters for each residential unit within a multiple-family dwelling; however, the required conservation rate at which the multiple-family dwelling's water use is billed must consider the number of residential units within that multiple-family dwelling.

**Example:** A four-plex uses a total of 18,000 gallons per month or approximately 4,500 gallons per residential unit. Water use for each residential unit falls within the first block (0-6,000 gallons) of the above Excess Use Rate example. A rate of \$2.50/1000 gallons would apply up to a total use of 24,000 gallons for the multiple-family dwelling. Thereafter, the rate increases according to the rate schedule, always considering each residential unit as an individual user.

**Non-conservation rate examples:**

**Declining (Decreasing) Block Rates:** The cost per unit of water (cubic foot or gallon) decreases as the water use increases beyond the basic block. This rate structure provides no incentive to conserve because the cost of water per unit decreases with increased use.

**Flat Rates:** A set fee allows the use of an indefinite amount of water. This rate structure is used where water is unmetered and provides no incentive to conserve water because cost is unrelated to volume used.

**Uniform Rates:** The cost per unit is the same regardless of the volume used. This rate structure is considered conservation neutral.

**Service Charge (Base Rate) that includes a Minimum Water Volume:** The inclusion of a minimum volume of water in the service charge (base rate) discourages conservation especially if the minimum volume exceeds average customer usage.

FACILITY	PARAMETER	SAC
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<b>Ice Arena</b>		
Shower (if lockers use <i>Locker Room</i> criteria)		
Team Room (plumbing fixture units)	*17 fixture units	1
Bleachers	110 seats	1
Ice resurfacers (if discharge goes to the sanitary sewer)	1 resurfacers	4
<b>Laundromat</b> (required water volume for cycle time x 8 cycles/day x # of washers)	274 gallons	1
<b>Library</b> (subtract book storage areas, file areas; charge for common plumbing fixture units in public areas)	*17 fixture units	1
Reception, book checkout, office	2,400 square feet	1
Meeting room, board room	1,650 square feet	1
<b>Loading Dock</b>	7,000 square feet	1
<b>Locker Room</b> (if showers)	14 lockers/hooks	1
<b>Manufacturing</b> (for remainder use other criteria (i.e. <i>Office</i> criteria)	7,000 square feet	1
Shower (if lockers use <i>Locker Room</i> criteria)	*17 fixture units	1
Process Discharge	Contact MCES for Determination	
<b>Marina</b> (Dumping Station)	1 station	1
Areas Open to Public; see <i>other criteria</i>		
<b>Massage Room</b>	5 stations	1
Shower	*17 fixture units	1
<b>Meals to Go</b> (prepared bulk meals)		
# meals prepared in one day x 1.5 gallons/meal ( <i>no dishwashing</i> )	274 gallons	1
<b>Meeting Room</b> (conference room)	1,650 square feet	1
<b>Memory Care</b> (see <i>Nursing Home</i> )		
<b>Mini-storage</b> (storage area - no charge)		
Apartment	1 apartment	1
Public Area	*17 fixture units	1
<b>Mobile Home</b>		1
<b>Motel and Hotel</b> (assume 2 people/room; no charge for pools, saunas, whirlpools, game rooms, or exercise rooms used exclusively by guests)	2 rooms	1
Breakfast only (complimentary)	45 seats	1
Cocktail hour (complimentary)	55 seats	1
Kitchenette (number of kitchenettes x 10 gallons/day)	274 gallons	1
<b>Museum</b>	2,400 square feet	1
<b>Nail Salon</b> (See <i>Beauty Salon</i> )		
<b>Nursing Home</b>	2 beds	1
<b>Office</b>		
General office (deduct mechanical rooms, elevator shafts, stairwells, and restroom areas)	2,400 square feet	1
Shower (if lockers use <i>Locker Room</i> criteria)	*17 fixture units	1
Meeting Room (conference room)	1,650 square feet	1
Dental and Doctor's office, see Hospital, Outpatient Clinic		
Liquor License (see Banquet Room for the space covered under the liquor license)		
<b>Parking Garage</b> (if connected to sanitary sewer) Minimum 1 SAC; Otherwise use Floor Drain equivalent fixture units for Trench Drain base fixture unit assignments on outlet pipe(s) diameter.	*17 fixture units	1
Vehicle Washing	Contact MCES for Determination	1

Projected based on 2010 actuals

03-0000721-00-6

NON-IRRIGATION WATER ACTIVITY

Enter Gallons Used	Q1-11	Actual Billed	Proposed Option D-1	Proposed Option D-2	Usage @ 55 rec factor	Proposed Option Multi-Fam	Old Pre-tier	Current bill at prior/flat rate structure
1,233,280	Bill Amount	\$7,991.30	\$5,979.90	\$5,900.10	22,423.27	\$3,264.93	\$3,848.17	
	New meter only...							
0 - 15,000	0.00311	15000 \$70.75 *	0.00311 15000 \$72.40	0.00311 15000 \$71.65	0.00311 11049	\$59.36		
15,001 - 30,000	0.00326	15000 \$48.90	0.00326 15000 \$48.90	0.00311 15000 \$46.65	0.00326 0	\$0.00		
30,001 - 50,000	0.00377	20000 \$75.40	0.00326 20000 \$65.20	0.00326 20000 \$65.20	0.00377 0	\$0.00		
50,001 - 80,000	0.00500	30000 \$150.00	0.00377 30000 \$113.10	0.00326 30000 \$97.80	0.00500 0	\$0.00		
80,001 - 150,000	0.00663	70000 \$464.10	0.00377 70000 \$263.90	0.00377 70000 \$263.90	0.00663 0	\$0.00		
150,001 - 200,000	0.00663	50000 \$331.50	0.00500 50000 \$250.00	0.00377 50000 \$188.50	0.00663 0	\$0.00		
over 200,000	0.00663	1,033,280 \$6,850.65	0.00500 1,033,280 \$5,166.40	0.00500 1,033,280 \$5,166.40	0.00663 0	\$0.00		
		\$7,991.30	\$5,979.90	\$5,900.10	times 55	\$3,264.93		
	ST	\$569.38	ST \$426.07	ST \$420.38	ST	\$232.63		
		\$8,560.68	\$6,405.97	\$6,320.48		\$3,497.56		
1,030,164	Q2-11 Bill Amount	\$5,835.49	\$4,400.82	\$4,400.82	19,639.35	\$5,366.54	\$5,375.51	Current bill at prior/flat rate structure
0 - 15,000	0.00311	15000 \$70.75 *	0.00316 15000 \$70.75	0.00311 15000 \$71.65	0.00311 15000	\$71.65		
15,001 - 30,000	0.00326	15000 \$48.90	0.00316 15000 \$47.40	0.00311 15000 \$46.65	0.00326 7952	\$25.92		
30,001 - 50,000	0.00377	20000 \$75.40	0.00377 20000 \$75.40	0.00326 20000 \$65.20	0.00377 0	\$0.00		
50,001 - 80,000	0.00500	30000 \$150.00	0.00377 30000 \$113.10	0.00326 30000 \$97.80	0.00500 0	\$0.00		
80,001 - 150,000	0.00663	70000 \$464.10	0.00377 70000 \$263.90	0.00377 70000 \$263.90	0.00663 0	\$0.00		
150,001 - 200,000	0.00663	50000 \$331.50	0.00500 50000 \$250.00	0.00377 50000 \$188.50	0.00663 0	\$0.00		
over 200,000	0.00663	880,164 \$5,835.49	0.00500 880,164 \$4,400.82	0.00500 880,164 \$4,400.82	0.00663 0	\$0.00		
		\$6,976.14	\$5,221.37	\$5,134.52	times 55	\$5,366.54		
	ST	\$497.05	ST \$372.02	ST \$365.83	ST	\$382.37		
		\$7,473.19	\$5,593.39	\$5,500.35		\$5,748.91		
1,450,000	Q3-11 Bill Amount	\$8,287.50	\$6,250.00	\$6,250.00	26,363.64	\$6,073.70	\$5,520.00	Current bill at prior/flat rate structure
0 - 15,000	0.00311	15000 \$70.75 *	0.00316 15000 \$70.75	0.00311 15000 \$71.65	0.00311 15000	\$71.65		
15,001 - 30,000	0.00326	15000 \$48.90	0.00316 15000 \$47.40	0.00311 15000 \$46.65	0.00326 11896	\$38.78		
30,001 - 50,000	0.00377	20000 \$75.40	0.00377 20000 \$75.40	0.00326 20000 \$65.20	0.00377 0	\$0.00		
50,001 - 80,000	0.00500	30000 \$150.00	0.00377 30000 \$113.10	0.00326 30000 \$97.80	0.00500 0	\$0.00		
80,001 - 150,000	0.00663	70000 \$464.10	0.00377 70000 \$263.90	0.00377 70000 \$263.90	0.00663 0	\$0.00		
150,001 - 200,000	0.00663	50000 \$331.50	0.00500 50000 \$250.00	0.00377 50000 \$188.50	0.00663 0	\$0.00		
over 200,000	0.00663	1,250,000 \$8,287.50	0.00500 1,250,000 \$6,250.00	0.00500 1,250,000 \$6,250.00	0.00663 0	\$0.00		
		\$9,428.15	\$7,070.55	\$6,983.70	times 55	\$6,073.70		
	ST	\$671.76	ST \$503.78	ST \$497.59	ST	\$432.75		
		\$10,099.91	\$7,574.33	\$7,481.29		\$6,506.45		
1,250,000	Q4-11 Bill Amount	\$6,961.50	\$5,250.00	\$5,250.00	22,727.27	\$5,402.05	\$5,506.00	Current bill at prior/flat rate structure
0 - 15,000	0.00311	15000 \$70.75 *	0.00316 15000 \$70.75	0.00311 15000 \$71.65	0.00311 15000	\$71.65		
15,001 - 30,000	0.00326	15000 \$48.90	0.00316 15000 \$47.40	0.00311 15000 \$46.65	0.00326 8150	\$26.57		
30,001 - 50,000	0.00377	20000 \$75.40	0.00377 20000 \$75.40	0.00326 20000 \$65.20	0.00377 0	\$0.00		
50,001 - 80,000	0.00500	30000 \$150.00	0.00377 30000 \$113.10	0.00326 30000 \$97.80	0.00500 0	\$0.00		
80,001 - 150,000	0.00663	70000 \$464.10	0.00377 70000 \$263.90	0.00377 70000 \$263.90	0.00663 0	\$0.00		
150,001 - 200,000	0.00663	50000 \$331.50	0.00500 50000 \$250.00	0.00377 50000 \$188.50	0.00663 0	\$0.00		
over 200,000	0.00663	1,050,000 \$6,961.50	0.00500 1,050,000 \$5,250.00	0.00500 1,050,000 \$5,250.00	0.00663 0	\$0.00		
		\$8,102.15	\$6,070.55	\$5,983.70	times 55	\$5,402.05		
	ST	\$577.28	ST \$432.53	ST \$426.34	ST	\$384.90		
		\$8,679.43	\$6,503.08	\$6,410.04		\$5,786.94		
Total projected annual amount to be billed 2011		\$34,393.37	\$24,343.37	\$24,002.00		\$27,107.27	\$15,611.68	Current bill at prior/flat rate structure
Dollar amount impact to amount billed		\$10,052.00	(\$8,155.36)	(\$8,100.00)		(\$10,905.11)	(\$10,905.11)	
% impact to amount billed			-25.10%	-26.14%		-38.13%		
Dollar increase from 2009 rate structure		16,856.06	8,700.69	8,360.34		4,465.55		
% increase from 2009		107.76%	55.63%	53.45%		28.55%		
	Actual		D-1	D-2		Multi-Fam		

\* Includes \$25 base charge

03-00000721-00-6  
**NON-IRRIGATION WATER ACTIVITY**

Enter Gallons Used	607,716	Q1-10	Actual Billed	Proposed	Option D-1	Proposed	Option D-2	Usage @	Proposed	Old	Pre-tier	Current bill at prior/flat rate structure
		Bill Amount						55 rec factor	Option Multi-Fam			
			<del>\$3,769.90</del>		<del>\$2,852.08</del>		<del>\$2,772.28</del>	11,049.38	<del>\$3,534.93</del>		<del>\$1,908.92</del>	
New meter only...												
0 - 15,000		0.00305	15000	\$70.75 *	0.00311	15000	\$72.40	0.00305	15000	\$59.36		
15,001 - 30,000		0.00320	15000	\$48.00	0.00326	15000	\$48.90	0.00320	0	\$0.00		
30,001 - 50,000		0.00370	20000	\$74.00	0.00326	20000	\$65.20	0.00370	0	\$0.00		
50,001 - 80,000		0.00490	30000	\$147.00	0.00377	30000	\$113.10	0.00490	0	\$0.00		
80,001 - 150,000		0.00650	70000	\$455.00	0.00377	70000	\$263.90	0.00650	0	\$0.00		
150,001 - 200,000		0.00650	50000	\$325.00	0.00500	50000	\$250.00	0.00377	50000	\$188.50		
over 200,000		0.00650	407,716	\$2,650.15	0.00500	407,716	\$2,038.58	0.00500	407,716	\$2,038.58		
			\$3,769.90		\$2,852.08		\$2,772.28		times 55	\$3,264.93		
	ST		\$268.61		\$203.21		\$197.52		ST	\$232.63		
			\$4,038.51		\$3,055.29		\$2,969.80			\$3,497.56		

Enter Gallons Used	1,262,378	Q2-10	Actual Billed	Proposed	Option D-1	Proposed	Option D-2	Usage @	Proposed	Old	Pre-tier	Current bill at prior/flat rate structure
		Bill Amount						22,952.33	Option Multi-Fam			
			<del>\$8,025.21</del>		<del>\$6,132.44</del>		<del>\$6,045.59</del>		<del>\$5,340.30</del>		<del>\$3,098.82</del>	
0 - 15,000		0.00305	15000	\$70.75 *	0.00316	15000	\$70.75	0.00305	15000	\$71.65		
15,001 - 30,000		0.00320	15000	\$48.00	0.00316	15000	\$47.40	0.00320	7952	\$25.45		
30,001 - 50,000		0.00370	20000	\$74.00	0.00377	20000	\$75.40	0.00370	0	\$0.00		
50,001 - 80,000		0.00490	30000	\$147.00	0.00377	30000	\$113.10	0.00490	0	\$0.00		
80,001 - 150,000		0.00650	70000	\$455.00	0.00377	70000	\$263.90	0.00650	0	\$0.00		
150,001 - 200,000		0.00650	50000	\$325.00	0.00500	50000	\$250.00	0.00377	50000	\$188.50		
over 200,000		0.00650	1,062,378	\$6,905.46	0.00500	1,062,378	\$5,311.89	0.00500	1,062,378	\$5,311.89		
			\$8,025.21		\$6,132.44		\$6,045.59		times 55	\$5,340.30		
	ST		\$571.80		\$436.94		\$430.75		ST	\$380.50		
			\$8,597.00		\$6,569.38		\$6,476.34			\$5,720.80		

Enter Gallons Used	1,479,297	Q3-10	Actual Billed	Proposed	Option D-1	Proposed	Option D-2	Usage @	Proposed	Old	Pre-tier	Current bill at prior/flat rate structure
		Bill Amount						26,896.31	Option Multi-Fam			
			<del>\$9,435.18</del>		<del>\$7,217.04</del>		<del>\$7,130.19</del>		<del>\$6,034.45</del>		<del>\$4,610.82</del>	
0 - 15,000		0.00305	15000	\$70.75 *	0.00316	15000	\$70.75	0.00305	15000	\$71.65		
15,001 - 30,000		0.00320	15000	\$48.00	0.00316	15000	\$47.40	0.00320	11896	\$38.07		
30,001 - 50,000		0.00370	20000	\$74.00	0.00377	20000	\$75.40	0.00370	0	\$0.00		
50,001 - 80,000		0.00490	30000	\$147.00	0.00377	30000	\$113.10	0.00490	0	\$0.00		
80,001 - 150,000		0.00650	70000	\$455.00	0.00377	70000	\$263.90	0.00650	0	\$0.00		
150,001 - 200,000		0.00650	50000	\$325.00	0.00500	50000	\$250.00	0.00377	50000	\$188.50		
over 200,000		0.00650	1,279,297	\$8,315.43	0.00500	1,279,297	\$6,396.49	0.00500	1,279,297	\$6,396.49		
			\$9,435.18		\$7,217.04		\$7,130.19		times 55	\$6,034.45		
	ST		\$672.26		\$514.21		\$508.03		ST	\$429.95		
			\$10,107.44		\$7,731.25		\$7,638.21			\$6,464.40		

Enter Gallons Used	1,273,223	Q4-10	Actual Billed	Proposed	Option D-1	Proposed	Option D-2	Usage @	Proposed	Old	Pre-tier	Current bill at prior/flat rate structure
		Bill Amount						23,149.51	Option Multi-Fam			
			<del>\$8,095.70</del>		<del>\$6,186.67</del>		<del>\$6,099.82</del>		<del>\$5,375.15</del>		<del>\$3,971.99</del>	
0 - 15,000		0.00305	15000	\$70.75 *	0.00316	15000	\$70.75	0.00305	15000	\$71.65		
15,001 - 30,000		0.00320	15000	\$48.00	0.00316	15000	\$47.40	0.00320	8150	\$26.08		
30,001 - 50,000		0.00370	20000	\$74.00	0.00377	20000	\$75.40	0.00370	0	\$0.00		
50,001 - 80,000		0.00490	30000	\$147.00	0.00377	30000	\$113.10	0.00490	0	\$0.00		
80,001 - 150,000		0.00650	70000	\$455.00	0.00377	70000	\$263.90	0.00650	0	\$0.00		
150,001 - 200,000		0.00650	50000	\$325.00	0.00500	50000	\$250.00	0.00377	50000	\$188.50		
over 200,000		0.00650	1,073,223	\$6,975.95	0.00500	1,073,223	\$5,366.12	0.00500	1,073,223	\$5,366.12		
			\$8,095.70		\$6,186.67		\$6,099.82		times 55	\$5,375.15		
	ST		\$576.82		\$440.80		\$434.61		ST	\$382.98		
			\$8,672.52		\$6,627.46		\$6,534.43			\$5,758.13		

Total annual amount billed	<del>\$39,325.99</del>	<del>\$29,388.22</del>	<del>\$29,097.88</del>	<del>\$29,388.22</del>	<del>\$29,097.88</del>	<del>\$29,388.22</del>	<del>\$29,097.88</del>	<del>\$29,388.22</del>	<del>\$29,388.22</del>	<del>\$29,388.22</del>	<del>\$29,388.22</del>	<del>\$29,388.22</del>
Dollar impact to amount billed	<del>\$0.00</del>	<del>(6,947.77)</del>	<del>(6,947.77)</del>	<del>(6,947.77)</del>	<del>(6,947.77)</del>	<del>(6,947.77)</del>	<del>(6,947.77)</del>	<del>(6,947.77)</del>	<del>(6,947.77)</del>	<del>(6,947.77)</del>	<del>(6,947.77)</del>	<del>(6,947.77)</del>
% impact to amount billed		-23.66%	-23.66%	-23.66%	-23.66%	-23.66%	-23.66%	-23.66%	-23.66%	-23.66%	-23.66%	-23.66%

Dollar increase from 2009 rate structure	14,895.89	\$7,958.12	\$7,617.77	\$7,958.12	\$7,617.77	\$7,958.12	\$7,617.77	\$7,958.12	\$7,617.77	\$7,958.12	\$7,617.77	\$7,958.12
% increase from 2009	103.23%	55.15%	52.79%	55.15%	52.79%	55.15%	52.79%	55.15%	52.79%	55.15%	52.79%	55.15%
	Actual	D-1	D-2	D-1	D-2	D-1	D-2	D-1	D-2	D-1	D-2	D-1

\* Includes \$25 base charge

8511 Hudson Blvd  
03-0000721-00-6  
NON-IRRIGATION WATER ACTIVITY

Enter Gallons Used	Q1-11	Actual Billed		Proposed Option A			Proposed Option B			Usage @ 55 rec factor	Proposed Option Multi-Fam		Old Pre-tier	Current bill at prior/flat rate structure
		Bill Amount												
1,233,280										22,423.27				
New meter only...														
0 - 15,000	0.00311	15000	\$70.75 *	0.00311	15000	\$72.40	0.00311	15000	\$71.65	0.00311	11049	\$59.36		
15,001 - 30,000	0.00326	15000	\$48.90	0.00326	15000	\$48.90	0.00326	15000	\$48.90	0.00326	0	\$0.00		
30,001 - 50,000	0.00377	20000	\$75.40	0.00377	20000	\$75.40	0.00377	20000	\$75.40	0.00377	0	\$0.00		
50,001 - 80,000	0.00500	30000	\$150.00	0.00500	30000	\$150.00	0.00500	30000	\$150.00	0.00500	0	\$0.00		
80,001 - 150,000	0.00663	70000	\$464.10	0.00663	70000	\$464.10	0.00663	70000	\$228.20	0.00663	0	\$0.00		
150,001 - 200,000	0.00663	50000	\$331.50	0.00663	50000	\$163.00	0.00663	50000	\$163.00	0.00663	0	\$0.00		
over 200,000	0.00663	1,033,280	\$6,850.65	0.00326	1,033,280	\$3,368.49	0.00326	1,033,280	\$3,368.49	0.00663	0	\$0.00		
			\$7,991.30			\$4,342.29			\$4,105.64		times 55	\$3,264.93		
	ST		\$569.38	ST		\$309.39	ST		\$292.53	ST		\$232.63		
			\$8,560.68			\$4,651.68			\$4,398.17			\$3,497.56		

Enter Gallons Used	Q2-11	Bill Amount		Proposed Option A			Proposed Option B			Usage @ 55 rec factor	Proposed Option Multi-Fam		Old Pre-tier	Current bill at prior/flat rate structure
		Bill Amount												
1,080,164										19,639.35				
0 - 15,000	0.00311	15000	\$70.75 *	0.00311	15000	\$70.75	0.00311	15000	\$71.65	0.00311	15000	\$71.65		
15,001 - 30,000	0.00326	15000	\$48.90	0.00326	15000	\$48.90	0.00326	15000	\$48.90	0.00326	7952	\$25.92		
30,001 - 50,000	0.00377	20000	\$75.40	0.00377	20000	\$75.40	0.00377	20000	\$75.40	0.00377	0	\$0.00		
50,001 - 80,000	0.00500	30000	\$150.00	0.00500	30000	\$150.00	0.00500	30000	\$150.00	0.00500	0	\$0.00		
80,001 - 150,000	0.00663	70000	\$464.10	0.00663	70000	\$464.10	0.00663	70000	\$228.20	0.00663	0	\$0.00		
150,001 - 200,000	0.00663	50000	\$331.50	0.00326	50000	\$163.00	0.00326	50000	\$163.00	0.00663	0	\$0.00		
over 200,000	0.00663	880,164	\$5,835.49	0.00326	880,164	\$2,869.33	0.00326	880,164	\$2,869.33	0.00663	0	\$0.00		
			\$6,976.14			\$3,841.48			\$3,606.48		times 55	\$5,366.54		
	ST		\$497.05	ST		\$273.71	ST		\$256.96	ST		\$382.75		
			\$7,473.19			\$4,115.19			\$3,863.45			\$5,748.91		

Enter Gallons Used	Q3-11	Bill Amount		Proposed Option A			Proposed Option B			Usage @ 55 rec factor	Proposed Option Multi-Fam		Old Pre-tier	Current bill at prior/flat rate structure
		Bill Amount												
1,450,000										26,363.64				
0 - 15,000	0.00311	15000	\$70.75 *	0.00311	15000	\$70.75	0.00311	15000	\$71.65	0.00311	15000	\$71.65		
15,001 - 30,000	0.00326	15000	\$48.90	0.00326	15000	\$48.90	0.00326	15000	\$48.90	0.00326	11896	\$38.78		
30,001 - 50,000	0.00377	20000	\$75.40	0.00377	20000	\$75.40	0.00377	20000	\$75.40	0.00377	0	\$0.00		
50,001 - 80,000	0.00500	30000	\$150.00	0.00500	30000	\$150.00	0.00500	30000	\$150.00	0.00500	0	\$0.00		
80,001 - 150,000	0.00663	70000	\$464.10	0.00663	70000	\$464.10	0.00663	70000	\$228.20	0.00663	0	\$0.00		
150,001 - 200,000	0.00663	50000	\$331.50	0.00326	50000	\$163.00	0.00326	50000	\$163.00	0.00663	0	\$0.00		
over 200,000	0.00663	1,250,000	\$8,287.50	0.00326	1,250,000	\$4,075.00	0.00326	1,250,000	\$4,075.00	0.00663	0	\$0.00		
			\$9,428.15			\$5,047.15			\$4,812.15		times 55	\$6,073.70		
	ST		\$671.76	ST		\$359.61	ST		\$342.87	ST		\$432.75		
			\$10,099.91			\$5,406.76			\$5,155.02			\$6,506.45		

Enter Gallons Used	Q4-11	Bill Amount		Proposed Option A			Proposed Option B			Usage @ 55 rec factor	Proposed Option Multi-Fam		Old Pre-tier	Current bill at prior/flat rate structure
		Bill Amount												
1,250,000										22,727.27				
0 - 15,000	0.00311	15000	\$70.75 *	0.00311	15000	\$70.75	0.00311	15000	\$71.65	0.00311	15000	\$71.65		
15,001 - 30,000	0.00326	15000	\$48.90	0.00326	15000	\$48.90	0.00326	15000	\$48.90	0.00326	8150	\$26.57		
30,001 - 50,000	0.00377	20000	\$75.40	0.00377	20000	\$75.40	0.00377	20000	\$75.40	0.00377	0	\$0.00		
50,001 - 80,000	0.00500	30000	\$150.00	0.00500	30000	\$150.00	0.00500	30000	\$150.00	0.00500	0	\$0.00		
80,001 - 150,000	0.00663	70000	\$464.10	0.00663	70000	\$464.10	0.00663	70000	\$228.20	0.00663	0	\$0.00		
150,001 - 200,000	0.00663	50000	\$331.50	0.00326	50000	\$163.00	0.00326	50000	\$163.00	0.00663	0	\$0.00		
over 200,000	0.00663	1,050,000	\$6,961.50	0.00326	1,050,000	\$3,423.00	0.00326	1,050,000	\$3,423.00	0.00663	0	\$0.00		
			\$8,102.15			\$4,395.15			\$4,160.15		times 55	\$5,402.05		
	ST		\$577.28	ST		\$313.15	ST		\$296.41	ST		\$384.90		
			\$8,679.43			\$4,708.30			\$4,456.56			\$5,786.94		

Total projected annual amount to be billed 2011  
 Dollar amount impact to amount billed  
 % impact to amount billed

Dollar increase from 2009 rate structure  
 % increase from 2009

\* Includes \$25 base charge



Wildwood Lodge  
8511 Hudson Blvd  
03-00000721-00-6  
NON-IRRIGATION WATER ACTIVITY  
Summary

USAGE	Q1	Q2	Q3	Q4	Total
2009	522,000	747,200	887,400	1,480,400	3,637,000
2010	607,716	1,262,378	1,479,297	1,273,223	4,622,614
2011	1,233,280	1,080,164	1,450,000 (Projected)	1,250,000 (Projected)	5,013,444
Total Impact to 2011 Budget	Option B	Option D-2	Option Multi-Family		Utility Revenue (Charges)
2010	(13,915.67)	(7,278.12)	(9,311.16)		\$ 562,585.00
% of Revenue (lost)	-2.47%	-1.29%	-1.66%		100.00%
2011	(15,813.31)	(8,495.71)	(12,390.51)		
	(29,729.00)	(15,773.85)	(21,701.69)		

City of Lake Elmo

Historic Water Revenue (Domestic Only)

2010 and 2011

<b>Water</b>			<b>2010</b>			
	<b>Qtr 1</b>	<b>Qtr 2</b>	<b>Qtr 3</b>	<b>Qtr 4</b>	<b>Total</b>	
Total Revenue	\$ 105,064.32	\$ 104,901.00	\$ 212,628.00	\$ 98,338.00	\$ 520,931.32	
Commercial Only	\$ 58,859.32	\$ 55,659.00	\$ 66,937.00	\$ 30,126.00	\$ 211,581.32	
	Add 94 Comm.					

<b>Water</b>			<b>2011</b>			
	<b>Qtr 1</b>	<b>Qtr 2</b>	<b>Qtr 3</b>	<b>Qtr 4</b>	<b>Total</b>	
Total Revenue	\$ 130,756.00	\$ 143,731.30	\$ 188,000.00	\$ 88,000.00	\$ 550,487.30	
Commercial Only	\$ 60,108.00	\$ 47,322.42	\$ 53,000.00	\$ 26,000.00	\$ 186,430.42	

City of Lake Elmo  
 Water Utility Analysis  
 2009 to 2010

Year	Residential				Non-Residential				Total				WWL			
	Usage in Gallons	% of total Gallons	Usage Dollars	Cost per Gallon	Usage in Gallons	% of total Gallons	Usage Dollars	Cost per Gallon	Usage in Gallons	% of total Gallons	Usage Dollars	Cost per Gallon	Usage in Gallons	% of total Gallons	Usage Dollars	Cost per Gallon
2009	97,052,938	85.29%	\$292,440	\$3.01	16,739,313	14.71%	\$58,513	\$3.50	113,792,251	100%	\$350,952	\$3.08	3,637,000 <sup>1</sup>	3.20%	\$11,374.70	\$3.13
2010	78,688,313	85.08%	\$330,908	\$4.21	13,798,992	14.92%	\$67,706	\$4.91	92,487,305	100%	\$398,614	\$4.31	4,622,614	5.00%	\$29,325.98	\$6.34
2011 thru Q2	29,668,408	78.94%	\$129,195	\$4.35	7,912,901	21.06%	\$38,743	\$4.90	37,581,309	100%	\$167,937	\$4.47	2,313,444	6.16%	\$14,968.34	\$6.47

Year	Residential				Non-Residential				Total				WWL			
	Usage in Gallons	% of total Gallons	Usage Dollars	Cost per Gallon	Usage in Gallons	% of total Gallons	Usage Dollars	Cost per Gallon	Usage in Gallons	% of total Gallons	Usage Dollars	Cost per Gallon	Usage in Gallons	% of total Gallons	Usage Dollars	Cost per Gallon
2009	0	0.00%	\$0	\$0.00	20,442,294	100.00%	\$65,863	\$3.22	20,442,294	100%	\$65,863	\$3.22	859,738	4.21%	\$2,765.18	\$3.22
2010	0	0.00%	\$0	\$0.00	16,497,189	100.00%	\$97,596	\$5.92	16,497,189	100%	\$97,596	\$5.92	765,765	4.64%	\$4,461.73	\$5.83
2011 thru Q2	0	0.00%	\$0	\$0.00	4,412,822	100.00%	\$26,510	\$6.01	4,412,822	100%	\$26,510	\$6.01	96,167	2.18%	\$378.24	\$3.93

Year	Residential				Non-Residential				Total				WWL			
	Usage in Gallons	% of total Gallons	Usage Dollars	Cost per Gallon	Usage in Gallons	% of total Gallons	Usage Dollars	Cost per Gallon	Usage in Gallons	% of total Gallons	Usage Dollars	Cost per Gallon	Usage in Gallons	% of total Gallons	Usage Dollars	Cost per Gallon
2009	97,052,938	72.30%	\$292,440	\$3.01	37,181,607	27.70%	\$124,376	\$3.35	134,234,545	100%	\$416,816	\$3.11	4,496,738	3.35%	\$14,140	\$3.14
2010	78,688,313	72.20%	\$330,908	\$4.21	30,296,181	27.80%	\$165,302	\$5.46	108,984,494	100%	\$496,210	\$4.55	5,388,379	4.94%	\$33,788	\$6.27
2011 thru Q2	29,668,408	70.65%	\$129,195	\$4.35	12,325,723	29.35%	\$65,252	\$5.29	41,994,131	100%	\$194,447	\$4.63	2,409,611	5.74%	\$15,347	\$6.37

<sup>1</sup> Includes extra 45 days of usage to 1/21/10

Wildwood Lodge  
8511 Hudson Blvd  
03-00000721-00-6  
NON-IRRIGATION WATER ACTIVITY  
Summary

USAGE	Q1	Q2	Q3	Q4	Total
2009	522,000	747,200	887,400	1,480,400	3,637,000
2010	607,716	1,262,378	1,479,297	1,273,223	4,622,614
2011	1,233,280	1,080,164	1,450,000 (Projected)	1,250,000 (Projected)	5,013,444
Total Impact to 2011 Budget	Scenario B	Scenario D-2	Scenario D-2 @ \$4.00	Multi Family	
2010	(13,917.62)	(7,278.12)	(10,901.54)	(9,311.16)	
2011	(15,815.26)	(8,495.71)	(12,509.96)	(12,390.51)	
	<u>(29,732.88)</u>	<u>(15,773.83)</u>	<u>(23,411.49)</u>	<u>(21,701.67)</u>	
Credit due to WWL thru Q2-11	Scenario B	Scenario D-2	Scenario D-2 @ \$4.00	Multi Family	
2010	(13,917.62)	(7,278.12)	(10,901.54)	(9,311.16)	
2011	(7,255.46)	(3,932.81)	(5,746.66)	(6,335.96)	
	<u>(21,173.08)</u>	<u>(11,210.93)</u>	<u>(16,648.19)</u>	<u>(15,647.12)</u>	
WWL OS 6/1/2011	108,322.55	108,322.55	108,322.55	108,322.55	
Credit	(21,173.08)	(11,210.93)	(16,648.19)	(15,647.12)	
Net due from WWL	<u>87,149.47</u>	<u>97,111.62</u>	<u>91,674.36</u>	<u>92,675.43</u>	



## MAYOR & COUNCIL COMMUNICATION

DATE: 8/9/2011  
**REGULAR**  
ITEM #: 13  
**DISCUSSION**

**AGENDA ITEM:** Update Re: Library Service Considerations

**SUBMITTED BY:** City Council (Follow-up from July 19th Council Action)

**THROUGH:** Bruce A. Messelt, City Administrator *BAM*

**REVIEWED BY:** - NA -

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**SUMMARY AND ACTION REQUESTED:** This item has been scheduled for the City Council in order to update the Council and public on efforts to retain and enhance library services for the Lake Elmo community.

**BACKGROUND INFORMATION & STAFF UPDATE:** Several formal meetings and informal discussions among City and County officials have led to an understanding that long-term provision of County library services in Lake Elmo is not viable, given both County budgetary considerations and County-wide consolidation of services to address identified efficiencies, economies of scale and customer preferences.

On July 19th, 2011, the Lake Elmo City Council voted (5-0) to approve Resolution No. 2011-024, establishing a Municipal Library, and directed City staff to work with Washington County to address considerations for continued resident access to Washington County Libraries and potential contracting with Washington County for certain library services

On Thursday, July 28th, 2011, City staff met with Washington County staff to discuss the City's action (attached), review the aforementioned service considerations, and clarify issues relating to establishment of a library levy. No issues remain with respect to establishing a municipal library levy and supplanting the former County library levy; and no further City action is required.

The County Board will address the County Library Budget on August 16th, 2011 and, at that time, it is anticipated that the City will receive a formal response to its request for clarification regarding both resident access to County libraries and contracting for library services.

Other historical markers include:

- On June 29th, 2010, the City Council adopted Resolution No. 2010-031 establishing a Public Library System, authorizing a Library Levy, and establishing a Public Library Board for the City of Lake Elmo. However, this Resolution could be dissolved by action of the City Council, if sufficient progress was made in discussions directed at “maintaining and improving existing library services or transferring library services from the County to the City . . .”
- On August 17th, 2010, the City Council approved Resolution 2010-041 “staying establishment of a Public Library System, authorizing a Library Levy, and Establishing a Public Library Board for the City of Lake Elmo,” pending outcome of further discussions with the County.
- In May 2011, the City Council directed City staff to explore the feasibility of the City undertaking library service provision, within some form of continued affiliation or association with Washington County. Since that time, City staff has also engaged the assistance of the Friends of the Rosalie E. Wahl Library in exploration of alternative service models.
- On July 5th, 2011, the City Council directed that County Library representatives be invited to attend an upcoming Council Workshop to further discuss this item. The County respectfully declined this invitation, pending County Board discussion of future Library services at its July 12th, 2011 Meeting and a stated desire for Lake Elmo to prepare a position statement for the County to consider.
- On July 12th, the County Board received a report from Library Director Conley (attached), which outlined budget scenarios for 2012. The County Board did not take further action on this item.

**RECOMMENDATION:** It is recommended the City Council briefly review and discuss the actions, decisions and research undertaken, to date,. Appropriate staff direction is also recommended, should the City Council wish to proceed with a specific action. In particular, three follow-on activities are noted for Council consideration:

- Formal City observation of the august 16th County Board Meeting where the Library Budget will be discussed;
- Authorization for City staff to proceed with both conversations with potential library partners other than Washington County and for the City Attorney to investigate possible legal issues and actions related to potential County denial of resident access to County libraries and County rejection of opportunities to contract with Lake Elmo for library services; and
- Direction to include a Library Update and, if needed, an Executive Session on legal Library issues, on the August 23rd, City Council Agenda.

**ATTACHMENTS:**

1. City of Lake Elmo Transmittal Letter to Washington County (including Res. 2011-024)
2. City Position Paper

**SUGGESTED ORDER OF BUSINESS:**

- Introduction of Item & Brief Staff Report ..... City Staff
- Questions from Council to Staff ..... Mayor & City Council
- Public Input, if Appropriate ..... Mayor Facilitates
- Discussion ..... Mayor Facilitates
- Direction or Action? ..... Mayor & City Council



# City of Lake Elmo

3800 Laverne Avenue North • Lake Elmo, MN 55042 • [www.lakeelmo.org](http://www.lakeelmo.org)  
Phone: (651) 777-5510 • Fax: (651) 777-9615

July 21st, 2011

Honorable Gary Kriesel, Chairperson  
and Members of the  
Washington County Board of Commissioners  
14949 62nd Street North  
P.O. Box 6  
Stillwater, MN 55082-0006

Re: City of Lake Elmo Resolution 2011-029

Dear Mr. Kriesel:

I would like to take this opportunity to forward to you City of Lake Elmo Resolution 2011-029. Through this Resolution, the City of Lake Elmo notices the County of the City's intent to establish a municipal library, effective January 1st, 2012, unless agreement can be reached with Washington County to maintain library services in Lake Elmo under the Washington County Library system.

The City of Lake Elmo is committed to continuing good faith discussion among County and City representatives, as well as appropriate representatives from other involved organizations, aimed at formulating either a mutually acceptable service arrangement for continuation of Washington County Library System-provided services at the Rosalie E. Wahl Branch Library or, if necessary, establishment of a municipal public library system and development of a mutually-satisfactory relationship with Washington County for efficient provision of library services not readily available to County citizens residing in Lake Elmo through a small, independent municipal library.

The City Council of the City of Lake Elmo recognizes the legal, financial, and public policy considerations involved in this action and pledges its good faith commitment toward reaching a mutually satisfactory resolution to the current uncertainty regarding library services at the Rosalie E. Wahl Branch Library in 2012 and beyond. *At a minimum*, I am hopeful we can endeavor to identify a mutually-satisfactory arrangement to retain library services at the Rosalie E. Wahl Branch Library through 2012. Such agreement would allow for a more paced and comprehensive discussion regarding the future provision of library services to the City and community of Lake Elmo.



The City's staff point of contact for addressing this issue is Mr. Kyle Klatt, City Planner. Mr. David Snyder, City Attorney, and Mr. Tom Bouthilet, City Finance Director, will also be assisting, as appropriate and needed.

I thank you in advance for your attention of this Resolution. Should the situation warrant, please do not hesitate to contact me directly regarding this issue.

Sincerely;

A handwritten signature in black ink, appearing to read "Dean Johnston", with a long horizontal flourish extending to the right.

Dean A. Johnston  
Mayor

Attachment(s): Lake Elmo Resolution 2011-029

CC: Honorable City Council Members, City of Lake Elmo  
Mr. James Schug, Washington County Administrator  
Mr. Bruce Messelt, Lake Elmo City Administrator  
Mr. Kyle Klatt, Lake Elmo Planning Director  
Mr. Dave Snyder, Lake Elmo City Attorney  
Mr. Tom Bouthilet, Lake Elmo City Finance Director  
Official File

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

**RESOLUTION NO. 2011-029**

*A RESOLUTION ESTABLISHING A PUBLIC LIBRARY SYSTEM, AUTHORIZING A LIBRARY LEVY, AND ESTABLISHING A PUBLIC LIBRARY BOARD FOR THE CITY OF LAKE ELMO.*

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

**WHEREAS**, the residents of the City currently receive library services through Washington County; and

**WHEREAS**, the City of Lake Elmo desires to establish and operate a City Public Library Service pursuant to Minnesota Statutes § 134.07 et seq.; and

**WHEREAS**, it is the intention of the City of Lake Elmo to provide well managed and quality library services for the residents of Lake Elmo; and

**WHEREAS**, the City of Lake Elmo intends to set aside public property of the City for the benefit of the Public Library Service; and

**WHEREAS**, the City Council discussed the establishment and operation of a Public Library Service at its July 5th, 2011 meeting.

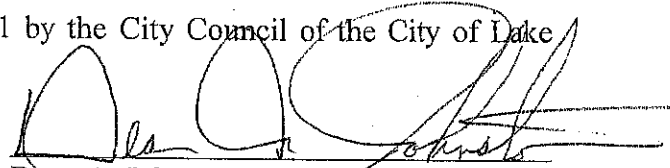
**NOW, THEREFORE, IT IS HEREBY RESOLVED**, the City Council of the City of Lake Elmo hereby establishes a City Public Library Service under Minnesota Statutes § 134.07 et seq., as follows:

- 1) Pursuant to Minnesota Statutes § 134.09, the City Council hereby establishes a five-person Library Board, with members to be appointed by the Mayor with the approval of the City Council from among the residents of the City.
- 2) The initial Library Board will have two residents of the City each appointed for a one-year term, two residents of the City each appointed for a two-year term, and one resident of the City appointed for a three-year term. Not more than one council member shall at any time be a member of the Library Board.

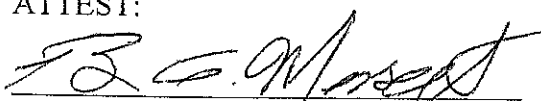
- 3) Said appointments will be effective on January 1, 2011, or a date to be determined by the City Council.
- 4) Following the initial appointment of the Library Board, all terms will be for three years, commencing on January 1 of the year the term begins, with Library Board members allowed to serve no more than three consecutive three-year terms.
- 5) The City Council will appoint an interim library director with the authority to organize and manage the Public Library System until a library director is appointed by the Library Board. The Library Board shall appoint a qualified library director and other staff, as necessary, establish the compensation of employees, and remove any of them for cause.
- 6) The City Council will levy an annual tax upon all taxable property within the City for the support of the library and will place such money in a designated Library Fund.
- 7) Pursuant to Minnesota Statutes § 134.11, the Library Board shall adopt bylaws and regulations for the library, and shall have exclusive control of the expenditure of all money collected for or placed to the credit of the Library Fund, of interest earned on all money collected for or placed to the credit of the Library Fund, of the construction of library buildings, and of the grounds, rooms, and buildings provided for library purposes.
- 8) The City shall set aside certain public property, to be further specified by subsequent resolution for the benefit of the Public Library Service. With the approval of the council, the Library Board may erect a library building thereon.
- 9) The City Council may create a citizens' committee, to be comprised of residents from the City of Lake Elmo, to advise the City Council and the Library Board on issues of public concern related to the City of Lake Elmo Public Library Service.

Notwithstanding the foregoing, subsequent to date of this Resolution, the City will continue good faith discussions with Washington County for the purposes of maintaining and improving existing library services through continuation of existing Washington County Library System services or through the transfer of library services from the County to the City, subsequent affiliation, association or collaboration with Washington County, and adjustment of special levy limits therefore in accordance with Minnesota Statutes § 275.72.

Passed and duly adopted this 19th day of June, 2011 by the City Council of the City of Lake Elmo, Minnesota.

  
Dean A. Johnston, Mayor

ATTEST:

  
Bruce Messelt, City Administrator

# LAKE ELMO LIBRARY SERVICES – POSITION STATEMENT

(July 2011)

***Operating Mission:*** *To enrich both the individual and the larger Lake Elmo community by aiding people in their access to and use of information, ideas, education and programming.*

**Preamble:** The City of Lake Elmo, located in the heart of Washington County, Minnesota, is currently home to the Rosalie E. Wahl Branch Library of the Washington County Library. The City has hosted library services for Lake Elmo and nearby residents for 44 years; beginning in 1967. It is the desire of the City of Lake Elmo, MN to continue to host library services within its downtown location for the foreseeable future, as part of the Washington County Library System, and until such time as planned and anticipated (indeed, mandated) population and business development warrant significant expansion of said library or reconsideration of provision of library services through an alternative service model.

**Acknowledgements:** The presence of a local (branch) library in Lake Elmo presents a significant number of unique opportunities and benefits, both to the local community and to Washington County. These include some of the following:

- A strong sense of identity for the presence of a local library, particularly in the downtown business and residential district, which also represents a desirable central location in Washington County in terms of geography, access and future population growth/service delivery;
- A keen interest by residents and City leaders in local library services and an active *Friends of Rosalie E. Wahl Library* in place;
- A clearly defined vision for the future of Lake Elmo, which includes a continued library presence in both its Comprehensive Plan and Old Village Master Plan – documents which the County have reviewed and endorsed;
- Clearly-stated interest by the City in working with the County on future public facility co-location opportunities, to perhaps include other consolidated/collaborative services (Arts Center, downtown businesses, other service providers, community gathering/meeting center, etc.); and
- Planned population and business development in the Old Village and I-94 corridor, adding some 16,000 new residents to the City and County by 2030.

However, the City also recognizes that the continued presence of a local (branch) library in Lake Elmo presents some unique challenges and constraints, both to the local community and to Washington County. These include some of the following:

- Current location of the branch (local) library in a rented facility, with no viable City, County, or other public facility identified for immediate relocation;
- Only limited recovery from past shutdown in terms of use patterns and availability of alternative library locations and services, exacerbated by limited programming and services to certain populations (seniors and families with small children);
- Short-term demographics and population limitations, as well as location of larger regional/other library services available a short driving distance away (Woodbury, Stillwater, Bayport, Mahtomedi and Oakdale).

Finally, the City understands and shares, in large part, with Washington County, larger contextual issues that face local governments in providing public services. These include some of the following:

- State funding limitations on Minnesota counties and cities, including general aids to local governments, federal and regional grant and aid reductions, and direct library support from the State of Minnesota;
- Pressure to seek economies of scale and greater efficiencies through consolidated services and reassessment of traditional service provision models;
- Changing citizen needs and preferences in terms of services provided, programming offered and type, location, method and timing of access to information and services; and
- Evolving technology which both challenges traditional service models but also provides new opportunities to delivery service and programming.

**Lake Elmo Proposal(s):** With the aforementioned desires and acknowledgements, Lake Elmo proposes the following approach(es) to continuation of library services at the Rosalie E. Wahl Branch Library:

Option A – Maintain the existing Washington County Library arrangement but work cooperatively with Washington County for mutual ability to augment, replace, and/or supplement existing hours, staffing and services with trained and authorized volunteers/others. Such an arrangement will generally follow these considerations:

**Facility/Assets** – These will remain with Washington County for the foreseeable future, including collection, technology and proprietary services. The City will work cooperatively with Washington County toward further reductions in facility/asset costs and will affirmatively consider options for timely future capital acquisition/transition/expansion (joint or otherwise) to address mid- to long-term facility/asset requirements. City of Lake Elmo would welcome the addition of 24-hour service kiosks and related delivery services for after hours' pick-up, like that newly in place in Hugo and proposed for other branch library locations.

**Hours/Services Provided** – The City proposes to maintain, at a minimum, existing hours of operation and to augment these with additional days/hours, as volunteers/others may be capable of providing. A similar arrangement is envisioned for identified programming and activities. System-wide services, such as circulation and ILL, will remain the general purview of Washington County and will continue to be provided, consistent with general system-wide practices. It is expected that certain staffed services will migrate away from the Branch Library as a result of this arrangement and be available via alternative service provision only. Certain operating policies and procedures (e.g. opening, closing, monitoring, etc.) may or may not have to be modified as a result of this arrangement.

**Staffing** - The City recognizes that such arrangement will most likely require communication with appropriate employees and/or employee bargaining units. However, the City believes that such accommodation is reasonable and no more impacting than other proposals already being considered by Washington County. The City agrees to work with Washington County in

identification, background screening and training of volunteers or other paid staff, as well as to periodically review with Washington County the effectiveness of use of such volunteers or other paid staff.

Cost Considerations – Option A represents a “cost neutral” option for both the City of Lake Elmo and Washington County, with perhaps a significant cost savings accrued to the County through alternative staffing arrangements and possible modifications to collection/circulation services or other system-wide services. Additional facility and utility costs are estimated to be nominal should the City and County succeed in adding days/hours of operation through alternative staffing arrangements utilizing volunteers/others.

Other Considerations – The City of Lake Elmo is interested in working with Washington County on updating/modifying the Branch Library’s collection and partnering with other organizations, as may be deemed appropriate, to augment and facilitate compatible activities, such as those provided by the Lake Elmo Arts Center. Such collaboration may advance both staffing and alternative facility options for participating organizations/services. Table 1 below depicts a general overview of this Option.

Authority/Control	WC – Some type of IGA likely
Assets – Facility	WC – Most likely rented for foreseeable future
Assets – Collection	WC
Assets – Personnel	WC/LE – Depending upon arrangement
Assets – IT/Tech	WC/LE – Depending upon arrangement
Assets – Utilities/Insurance	WC
Services – Facility/Shelving	WC/LE – Depending upon arrangement
Services – Circulation	WC/LE – Depending upon arrangement
Services – MELSA/ILL	WC
Services – Research	WC
Services – Programming	WC/LE – Depending upon arrangement
Revenue to City	\$ 0
Cost to City	Current Staffing: \$ 0 to \$ 46,000 (Volunteers - Library Asnt) @ 40 hrs/week: \$ 0 to \$ 92,000 (Volunteers - Library Asnt)
Revenue to County	Library Levy: \$ 250,000 (2010 Est.) MELSA: \$ 3,200 (est.)
Cost to County	Current Staffing: \$ 46,000 Reduced Paid Staffing: <\$ 0 to 46,000> @ 40 hrs/week: \$ 0 to \$ 92,000 (Vols - Library Asnt)

(Table 1: Option A - General Division of Responsibility)

Option B – Should Option A not prove feasible or acceptable to Washington County, the City of Lake Elmo proposes Option B – creation of a Lake Elmo Municipal Library but contracting with Washington County for all/some library services (in full, affiliate, or associate relationship).

Facility/Assets – Depending upon the relationship, these could either remain with Washington County for the foreseeable future or migrate in responsibility to the City of Lake Elmo. The Facility would most likely continue to be rented for the foreseeable future, with utilities, insurance and the like following the responsible party. The City of Lake Elmo would be most interested in crafting a relationship wherein collection, circulation and ILL services, technology and proprietary services continue to be provided by Washington County via a service arrangement, not unlike that in place for the municipal libraries in Bayport and Stillwater. The City of Lake Elmo would welcome the addition of 24-hour service kiosks and related delivery services for after hours' pick-up, like that newly in place in Hugo and proposed for other branch library locations.

If facility responsibilities remain with Washington County, the City will work cooperatively with Washington County toward further reductions in facility/asset costs and will affirmatively consider options for timely future capital acquisition/transition/expansion (joint or otherwise) to address mid- to long-term facility/asset requirements.

Hours/Services Provided – Depending upon the relationship, the City proposes to maintain, at a minimum, existing hours of operation and to augment these with additional days/hours, as volunteers/others may be capable of providing. A similar arrangement is envisioned for identified programming and activities. It is anticipated that certain staffed library services will be contracted for via alternative service provision (i.e. offsite, telephone or email-based) as a result of this arrangement. Certain operating policies and procedures (e.g. opening, closing, monitoring, etc.) may or may not have to be agreed upon, modified, and delineated as a result of this arrangement.

Staffing - Depending upon the relationship, the City proposes that staffing requirements be negotiated between the City and County. The City recognizes that this may require communication with appropriate County employees and/or employee bargaining units. However, the City believes that such accommodation is reasonable and no more impacting to current employees than other proposals already being considered by Washington County. Depending upon the relationship, the City proposes to work with Washington County in identification, background screening and training of volunteers or other paid staff, as well as to periodically review with Washington County the effectiveness of use of such volunteers or other paid staff.

Cost Considerations – Option B represents a significant departure from current practice for both the City of Lake Elmo and Washington County. On the expenditure side, while additional short-term facility and utility costs are estimated to be nominal, should the City and County succeed in adding days/hours of operation, staffing costs may vary dramatically depending upon the capability of the City and/or to effectively utilize alternative staffing arrangements with volunteers/others.

Revenue considerations may also vary widely, with the City of Lake Elmo electing to supplant the Library Tax currently collected by Washington County (less obligated previous debt service)

and contracting back for certain services. Without any contract-back arrangement, the County is estimated to lose approximately \$220,000 in collected revenues while only saving approximately \$120,000 in directly-budgeted expenses for operation of the Branch Library. Alternatively, full contract-back services may result in 100% restoration of currently-projected tax revenues.

Other cost considerations include MELSA and other state and federal funding arrangements, as well as establishing a mutually beneficial arrangement for Lake Elmo residents to access and utilize county-wide library services, as is the case with Stillwater and Bayport residents. Toward that end and notwithstanding issues related to legality and applicability, the City of Lake Elmo notes that current total County-wide library services are being provided for approximately \$27 per capita, or well below the \$60 non-Minnesota resident fee currently being charged.

Other Considerations – Depending upon the relationship, the City is interested in working with the County on updating/modifying the Library’s collection and partnering with other organizations, as may be deemed appropriate, to augment and facilitate compatible activities, such as those provided by the Lake Elmo Arts Center. Such collaboration may advance both staffing and alternative facility options. Table 2 below depicts a general overview of this Option.

Authority/Control	LE/WC – Some type of IGA/contract necessary
Assets – Facility	LE/WC – Most likely rented for foreseeable future
Assets – Collection	WC – Part of contract
Assets – Personnel	LE/WC – Volunteers or staff (or combination) but could contract
Assets – IT/Tech	WC – Part of contract (or migrate to LE)
Assets – Utilities/Insurance	LE/WC – Most likely as part of facility costs
Services – Facility/Shelving	LE/WC – Depending upon arrangement
Services – Circulation	WC – Part of contract (or migrate to LE)
Services – MELSA/ILL	WC – Part of contract
Services – Research	WC – Part of contract, off-site, online or telephone only
Services – Programming	LE/WC – Depending upon arrangement
Revenue to City:	Library Levy: \$ 220,000 (2010 est. less \$30,000 Debt) MELSA Aid: \$ 3,200 (est.)
Cost to City	Current Ops: \$ 86,000 to \$250,000 - (Vols to 2 PT Library Asnts - \$ 46,000) - (\$ 0 to \$ 118,000 for County services) @ 40 hrs/week: \$ 86,000 to \$296,000 - (Vols to 2 FT Library Asnts - \$ 92,000) - (\$ 0 to \$ 118,000 for County services)
Revenue to County	Lost Library Levy: < \$ 220,000 > (2010 Est. - \$30,000 Debt) MESLA/State Aid: < \$ 0 to \$ 3,200 >
Cost to County	Current Staffing: \$ 0 to < \$ 121,200 > (levy & MELSA) @ 40 hrs/week: \$ 0 to < \$ 121,200 > (levy & MELSA)

(Table 2: Option B - General Division of Responsibility)



**Suggested "Next Steps":** The City of Lake Elmo proposes that Washington County provide its initial comments regarding this approach in time for both entities to take action in September 2011 on their respective Preliminary Levy and Proposed Budget. Regardless, the City proposes that no changes in Library services be undertaken prior to establishment of a mutually acceptable timeline and transition plan. It is envisioned that January 1st, 2012 is the minimally-acceptable date for any formal transition in Library services.

In particular, the City of Lake Elmo proposes that no changes be made to either the City or County taxing authority or levy, should Option A prove worthy of additional good-faith consideration. Should Option B prove a more acceptable alternative, the City proposes to increase its preliminary General Fund Levy by an amount equal to that which would have been collected by Washington County. The City would then propose the County anticipate, as part of its Preliminary Levy calculation, not collecting a Library Levy from the geographic area of Lake Elmo. Any subsequent revenue transfer for library services would then emanate from the City to the County, depending upon the contract-back arrangement put in place.

It is anticipated that either Option would necessitate joint consideration of a mutually-acceptable service agreement. Toward this end, the City is eager to work with Washington County in evaluating similar arrangements either currently in place (such as with Bayport or Stillwater) or under consideration (such as with other host communities).

Should neither Option prove of interest to Washington County, the City of Lake Elmo recognizes that both entities may attempt to establish a Library Levy (or equivalent), either mutually or independently, while discussions continue, and that a final adjustment to one or both levies can be undertaken as part of final levy and budget adoption in December 2011.

**Concluding Remarks:** The City of Lake Elmo appreciates the effort put forth by Washington County and its staff in evaluating the provision of library services in Lake Elmo and elsewhere, especially during these tough budgetary times. The City also appreciates the recent public acknowledgement of the necessity to evaluate each community's circumstances and needs as unique, if not independent, from other similarly-sized libraries.

Much progress has been made over the past 18 months in evaluating continuation of library services at the Rosalie E. Wahl Branch Library. The City looks forward to continued efforts of mutual benefit to the City and County in developing a partnership for provision of library services today, tomorrow and for the many tomorrows to come.



## MAYOR & COUNCIL COMMUNICATION

DATE: 8/9/2011  
REGULAR  
ITEM #: 14  
MOTION Ordinance No. 08-053

**AGENDA ITEM:** Consider Ordinance No. 08-053 – Stop Sign at 47th St. N. and Kimbro Ave N.

**SUBMITTED BY:** Request of City Staff and Washington County Sheriff's Office

**THROUGH:** Mike Bouthilet, Public Works Director  
Bruce Messelt, City Administrator

**REVIEWED BY:** Jack Griffin, City Engineer  
Sharon Lumby, City Clerk

*BAM*

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**SUMMARY AND ACTION REQUESTED:** The City Council is respectfully requested to consider Ordinance No. 09-053 regarding the proposed modification from a Yield Sign to a Stop Sign at the intersection of 47th St. N. and Kimbro Ave N.

**BACKGROUND INFORMATION & STAFF REPORT:** This item has been scheduled at the request of the City Public Works Department and the Washington County Sheriff's Office. It has been reported that increased traffic and speeds along 50th St. N., 43rd St. N. and Kimbro Ave N. have increased safety concerns for the intersection of 47th St. N. and Kimbro Ave N. An existing YIELD sign could be replaced with a STOP sign to increase safety at this intersection.

If approved, the Public Works Department would post a STOP sign at this intersection. Posting such a sign is a legitimate, warranted request which would facilitate additional safety at this intersection. The City Engineer has been consulted on this issue and concurs with this request.

**RECOMMENDATION:** The City Council is respectfully requested to consider Ordinance No. 09-053 regarding the proposed modification from a Yield Sign to a Stop Sign at 47th St. N. and Kimbro Ave N... The proposed motion to approve this action is as follows:

**“Move to approve Ordinance No. 08-053, directing replacement of an existing YIELD sign with a STOP sign at the intersection of 47th St. N. and Kimbro Ave N; and that such be added to the City's official traffic control inventory.”**

Alternatively, the City Council does have the authority to further discuss, deliberate and modify any decision prior to taking action. If done so, the appropriate action of the Council following such discussion would be:

**“Move to approve Ordinance No. 08-053, [as amended/modified at tonight’s meeting]; and that such be added to the City’s official traffic control inventory.”**

**ATTACHMENTS:** Ordinance No. 08-053

**SUGGESTED ORDER OF BUSINESS:**

- Introduction of Item/Brief Presentation ..... City Public Works Director
- Questions from Council to Staff ..... Mayor Facilitates
- Public Input, if Appropriate ..... Mayor Facilitates
- Call for Motion ..... Mayor & City Council
- Discussion ..... Mayor Facilitates
- Action on Motion ..... Mayor & City Council

CITY OF LAKE ELMO  
WASHINGTON COUNTY, MINNESOTA

ORDINANCE NO. 08-053

AN ORDINANCE ADDING CHAPTER 74, SCHEDULE 1:  
(STOP SIGNS)  
TO THE LAKE ELMO MUNICIPAL CODE

**Section 1.** Amendments: Chapter 74, Schedule 1: Stop Signs is hereby added to the Lake Elmo Municipal Code: to wit:

1. Stop Sign located at South West Corner of 47<sup>th</sup> Street and Kimbro Avenue N.

**Section 2.** Effective Date: This ordinance shall become effective upon its passage and publication according to law.

ADOPTED by the Lake Elmo City Council on August 9, 2011.

\_\_\_\_\_  
Dean A. Johnston, Mayor

ATTEST:

\_\_\_\_\_  
Sharon Lumby  
City Clerk

Published in the Oakdale-Lake Elmo Review on the        day of        , 2011