THE CITY OF LAKE ELMO

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Our Mission is to Provide Quality Public Services in a Fiscally Responsible Manner While Preserving the City's Open Space Character

NOTICE OF MEETING
City Council Meeting
Tuesday, March 7, 2017 7:00 P.M.
City of Lake Elmo | 3800 Laverne Avenue North
AGENDA

A. Call to Order/Pledge of Allegiance
B. Approval of Agenda
C. Accept Minutes
1. February 21, 2017

D. Public Comments/Inquires
E. Presentations
Introduction of Finance Director Brian Swanson

F. Consent Agenda
2. Approve Payment of Disbursements and Payroll
3. Approve Public Safety Committee Appointment
4. Approve Hiring of Accountant
5. 8200 Hill Trail North Covenant Removal – *Resolution 2017-019*
6. Authorize Advertising and Hiring of Summer Seasonal Public Works Employees
7. Hammes Estates 2nd Addition Final Plat Extension – *Resolution 2017-020*
8. Approve SHC Comp Plan Update Agreement
9. Appoint City Attorney for Prosecution Services
10. Approve Joint Powers Agreement for the East Metro Public Safety Training Facility
11. Environmental Committee Appointments
12. Brookfield Lease Amendment

G. Regular Agenda
13. Shoreland Management Overlay District Ordinance Amendment – *Ordinance 08-166; Resolution 2017-012*
14. Human Resources Committee Appointments
15. Planning Commission Membership
16. 2017-2018 Work Plan

H. Council Reports
I. Staff Reports and Announcements
J. Adjourn

CITY OF LAKE ELMO
CITY COUNCIL MINUTES
FEBRUARY 21, 2017

CALL TO ORDER/PLEDGE OF ALLEGIANCE

Mayor Pearson called the meeting to order at 7:00 pm.

PRESENT: Mayor Mike Pearson and Councilmembers Julie Fliflet, Jill Lundgren and Christine Nelson. **ABSENT:** Councilmember Justin Bloyer

Staff present: Administrator Handt, City Attorney Sonsalla, City Engineer Griffin, Planning Director Wensman, and City Clerk Johnson.

APPROVAL OF AGENDA

Item 2, "Approve Payment of Disbursements" and Item 12, "Approve Appointments to Human Resources Committee" were moved to the Regular Agenda.

Councilmember Lundgren, seconded by Councilmember Fliflet, moved TO APPROVE THE AGENDA AS AMENDED. MOTION PASSED 4 – 0.

ACCEPT MINUTES

Minutes of the January 31, 2017 Special Meeting and February 7, 2017 Regular Meeting were accepted as presented.

PUBLIC COMMENTS/INQUIRIES

Anne Smith, 12135 Marquess Lane North, commented on the Special City Council Meeting held on January 31, 2017.

Virginia Pleban, 8245 59th Street North, spoke about respect and civility.

PRESENTATIONS

None

CONSENT AGENDA

3. Accept January 2017 Assessor's Report
4. Accept January 2017 Building Department Report
5. Accept January 2017 Fire Department Report
6. Accept January 2017 Public Works Department Report
7. Approve Inwood Water Tower (No. 4) – Pay Request No. 8
8. Approve Security Reductions: Boulder Ponds 5th Street; Village Preserve 2nd Addition
9. Approve OP-ALT Zoning District Repeal
10. Approve Appointments to Maintenance Advisory Committee
11. Approve Appointments to Public Safety Committee

Councilmember Fliflet, seconded by Councilmember Nelson, moved TO APPROVE THE CONSENT AGENDA. **MOTION PASSED 4 - 0.**

ITEM 13: Shoreland Management Overlay District Ordinance Amendment

Planning Director Wensman presented background information and a brief overview of the proposed changes to the Shoreland Management Overlay District Ordinance. Wensman also reviewed concerns expressed at the Planning Commission Public Hearing.

Councilmember Lundgren, seconded by Mayor Pearson, moved TO APPROVE ORDINANCE 08-166 AMEMDING SECTION 1540.800: SHORELAND MANAGEMENT OVERLAY DISTRICT OF THE ZONING CODE. **Motion failed 2 – 2. (Pearson, Nelson – nay)**

ITEM 14: Zoning Map Amendment and CUP for 3549 Lake Elmo Avenue N.

Planning Director Wensman reviewed the history of the property and the request for a zoning map amendment and conditional use permit to allow parking as a principal use on a lot.

Councilmember Lundgren, seconded by Councilmember Nelson, moved TO ADOPT ORDINANCE 08-170 APPROVING A ZONING MAP AMENDMENT TO REZONE THE PROPERTY LOCATED AT 3549 LAKE ELMO AVENUE FROM GB –GENERAL BUSINESS TO VMX – VILLAGE MIXED USE. **Motion passed 4 – 0.**

Councilmember Nelson, seconded by Councilmember Lundgren, moved TO ADOPT RESOLUTION 2017-017 APPROVING A CONDITIONAL USE PERMIT FOR A PARKING FACILITY ON THE PROPERTY LEGALLY DESCRIBED AS "LOT 29 EXCEPT THE SOUTH 40 FEET THEREOF, COUNTY AUDITOR'S PLAT NO. 8, WASHINGTON COUNTY, MN." **Motion passed 4 – 0.**

Mayor Pearson, seconded by Councilmember Nelson, moved TO ADOPT RESOLUTION 2017-018 RE-AFFIRMING APPROVAL OF A MINOR SUBDIVISION GRANTED BY RESOLUTION 2013-46. **Motion passed 4 – 0.**

ITEM 2: Approve Payment of Disbursements

Brief discussion was held concerning the preparation of the disbursements.

Councilmember Fliflet, seconded by Councilmember Lundgren, moved TO APPROVE PAYMENT OF THE DISBURSEMENTS IN THE AMOUNT OF $639,243.36. **Motion passed 4 – 0.**

ITEM 12: Approve Appointments to the Human Resources Committee

Councilmember Fliflet, seconded by Councilmember Lundgren, moved TO APPROVE THE APPOINTMENT OF JOHN ANDREWS TO THE HUMAN RESOURCES COMMITTEE. **Motion passed 4 – 0.**

Councilmember Fliflet, seconded by Mayor Pearson, moved TO APPOINT TERESA BERRY TO THE HUMAN RESOURCES COMMITTEE. **Motion passed 4 – 0.**

Councilmember Nelson, seconded by Mayor Pearson, moved TO APPOINT MIKE REEVES TO THE HUMAN RESOURCES COMMITTEE. **Motion failed 2 – 2. (Fliflet, Lundgren – nay)**

COUNCIL REPORTS

Mayor Pearson: Attended the Library Board meeting, addressed resident concerns, held a Meet the Mayor event, met with county representatives, and participated in a conference call with a financial services firm.

Councilmember Nelson: Attended the Council workshop, thanked county representatives for meeting to discuss mutual issues.

Councilmember Lundgren: Met with citizens on various issues.

Councilmember Fliflet: Commented on the status of the Finance Department.

STAFF REPORTS AND ANNOUNCEMENTS

Administrator Handt: Reported on the plan for continuity in the Finance Department and reported that proposals have been received for prosecution services in response to the RFP issued.

City Clerk Johnson: Reminded residents to subscribe to the City's electronic newsletter and Facebook page for timely information.

City Attorney Sonsalla: Prepared response to M&I Homes and reviewing contract for financial services.

Planning Director Wensman: Working on development review, ordinance updates, comprehensive plan master agreement, and attended a diversity workshop.

City Engineer Griffin: Working on the Royal Golf proposal, Hidden Meadows, Wildflower, capital improvement projects, grant request for MN DEED and updating engineering design standards.

Meeting adjourned at 8:25 pm.

LAKE ELMO CITY COUNCIL

ATTEST:

_____
Mike Pearson, Mayor

_____
Julie Johnson, City Clerk

THE CITY OF LAKE ELMO

MAYOR & COUNCIL COMMUNICATION

DATE: **March 7, 2017**
CONSENT ITEM **#2**
MOTION

AGENDA ITEM: Approve Disbursements in the amount of $177,157.63

SUBMITTED BY: Brian Swanson, Finance Director

THROUGH: Kristina Handt, City Administrator

REVIEWED BY: Kristina Handt, City Administrator

SUGGESTED ORDER OF BUSINESS:

- Introduction of Item ..... City Administrator
- Report/Presentation..... City Administrator
- Questions from Council to Staff ..... Mayor Facilitates
- Call for Motion ..... Mayor & City Council
- Discussion ..... Mayor & City Council
- Action on Motion ..... Mayor Facilitates

POLICY RECOMMENDER: Finance

FISCAL IMPACT: **$177,157.63**

SUMMARY AND ACTION REQUESTED: As part of its Consent Agenda, the City Council is asked to approve disbursements in the amount of $177,157.63. No specific motion is needed as this is recommended to be part of the *Consent Agenda*.

LEGISLATIVE HISTORY: NA

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

Claim #	Amount	Description
ACH	$ 14,123.37	Payroll Taxes to IRS & MN Dept of Revenue 3/2/17
ACH	$ 7,772.79	Payroll Retirement to PERA 3/2/17
ACH	$ 1,000.00	Payroll Retirement to MDCP 3/2/17
DD 7782-DD7829	$ 34,907.68	Payroll (Direct Deposits) 3/2/17
45591-45671	$ 119,353.79	Accounts Payable 3/7/17
TOTAL	**$ 177,157.63**	

RECOMMENDATION: Based on the aforementioned, the staff recommends the City Council approve as part of the Consent Agenda the aforementioned disbursements in the amount of $177,157.63.

ATTACHMENTS:

1. Accounts Payable – check registers

K. Hall

Accounts Payable
To Be Paid Proof List

User: brian
Printed: 02/28/2017 - 3:14 PM
Batch: 011-02-2017

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close PO	Line #
Lake Elmo Associates, LLP											
LEASSOC											
March 2017	03/01/2017	2,666.00	0.00	03/07/2017	March 2017 Rent		-			No	0000
101-410-1940-44120	Rentals - Building										
	March 2017 Total:	2,666.00									
	LEASSOC Total:	2,666.00									
	Lake Elmo Associates, LLP Total:	2,666.00									
McCarthy Well Company											
MCCARTHY											
26971	02/15/2017	490.00	0.00	03/07/2017	Pump performance inspection - Wells #1&4		-			No	0000
601-494-9400-43150	Contract Services										
	26971 Total:	490.00									
	MCCARTHY Total:	490.00									
	McCarthy Well Company Total:	490.00									
T Mobile											
TMOBILE											
947226095	02/11/2017	21.35	0.00	03/07/2017	February 11th Invoice - SCADA Line		-			No	0000
601-494-9400-43210	Telephone										
	947226095 Total:	21.35									
	TMOBILE Total:	21.35									
	T Mobile Total:	21.35									
	Report Total:	3,177.35									

Accounts Payable
Computer Check Proof List

User: brian
Printed: 02/28/2017 - 6:06 PM

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
Vendor:BLDGCONC	Building Concepts & Desig			Check Sequence: 1	ACH Enabled: No
201501289	Rfnd Esc.-2015-1289 - 9740 Whistling Vly	5,000.00	03/07/2017	803-000-0000-22900	
	Check Total:	5,000.00			
Vendor:GLCJPROP	GLCJ Properties, LLC			Check Sequence: 2	ACH Enabled: No
2/6/17	Refund Escrow - Halcyon	7,715.60	03/07/2017	803-000-0000-22910	
	Check Total:	7,715.60			
Vendor:ADVGR	Advanced Graphix, Inc.			Check Sequence: 3	ACH Enabled: No
196381	Truck equipment/parts	442.50	03/07/2017	101-430-3100-42210	
196390	Graphics Package - Unit CV2	220.00	03/07/2017	410-480-8000-45500	
	Check Total:	662.50			
Vendor:AMLEGAL	American Legal Publishing Corp			Check Sequence: 4	ACH Enabled: No
0114559	Internet renewal - 3-3-17 to 3-3-18	495.00	03/07/2017	101-410-1320-43510	
	Check Total:	495.00			
Vendor:APOLLO	Apollo Heating & Air			Check Sequence: 5	ACH Enabled: No
2017-00107	Refund surcharge cancelled permit - 2017	1.00	03/07/2017	101-000-0000-20801	
2017-00107	Refund cancelled permit - 2017-107	60.00	03/07/2017	101-000-0000-32210	
	Check Total:	61.00			
Vendor:BJHAINES	BJ Haines			Check Sequence: 6	ACH Enabled: No
8108 Hill	Tree removal - 8108 Hill Trail North	200.00	03/07/2017	101-430-3120-43150	
	Check Total:	200.00			
Vendor:NORTHTOO	Blue Tarp Financial			Check Sequence: 7	ACH Enabled: No
4042069837	Tools	74.90	03/07/2017	101-450-5200-42400	
4042069837	Tools and Equipment	38.96	03/07/2017	601-494-9400-42400	

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
	Check Total:	113.86			
Vendor: BOLTONME	Bolton & Menk, Inc			Check Sequence: 8	ACH Enabled: No
0199946	I-94 Lift Station #1 and Sanitary Sewer	7,801.02	03/07/2017	602-495-9450-43030	
	Check Total:	7,801.02			
Vendor: CINTAS	Cintas Corporation #754			Check Sequence: 9	ACH Enabled: No
754694612	Uniforms	159.59	03/07/2017	101-430-3100-44170	
754697344	Uniforms	143.22	03/07/2017	101-430-3100-44170	
754699556	Cleaning and maintenance supplies	104.90	03/07/2017	101-410-1940-44010	
	Check Total:	407.71			
Vendor: CITYOAKDA	City of Oakdale			Check Sequence: 10	ACH Enabled: No
201702175567	Tanker 1 - replace tires	178.20	03/07/2017	101-420-2220-44040	
	Check Total:	178.20			
Vendor: COMPASS	Compass Minerals			Check Sequence: 11	ACH Enabled: No
71607232	Road Salt	9,800.56	03/07/2017	101-430-3125-42290	
	Check Total:	9,800.56			
Vendor: DELTA	Delta Dental Of Minnesota			Check Sequence: 12	ACH Enabled: No
6810235	March 2017 Premium	1,734.15	03/07/2017	101-000-0000-21707	
	Check Total:	1,734.15			
Vendor: EMERGAPP	Emergency Apparatus Maint. Inc			Check Sequence: 13	ACH Enabled: No
91175	Tanker 1 repairs	3,784.83	03/07/2017	101-420-2220-44040	
	Check Total:	3,784.83			
Vendor: EMERGAUT	Emergency Automotive Tech, Inc			Check Sequence: 14	ACH Enabled: No
25464	Bracket, switches for new truck	355.00	03/07/2017	101-430-3100-44040	
	Check Total:	355.00			
Vendor: FASTENAL	Fastenal Company			Check Sequence: 15	ACH Enabled: No
MNOAK17318	Supplies	2.46	03/07/2017	101-430-3100-42150	
MNOAK17395	Supplies	6.35	03/07/2017	101-430-3100-42150	
	Check Total:	8.81			

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
Vendor: FIELDSST	Fields of St. Croix			Check Sequence: 16	ACH Enabled: No
1933	Mailbox Replacement - 4463 Lily Ave. N.	200.00	03/07/2017	101-430-3125-42250	
	Check Total:	200.00			
Vendor: FRANZ	Franz Reprographics Inc			Check Sequence: 17	ACH Enabled: No
0000161827	Print head repairs - Plotter	774.00	03/07/2017	101-420-2400-44040	
	Check Total:	774.00			
Vendor: GREATAM	Great America Financial			Check Sequence: 18	ACH Enabled: No
20181725	Copier Maintenance	436.95	03/07/2017	101-410-1940-44040	
	Check Total:	436.95			
Vendor: HDSUPPLY	HD Supply Waterworks, Ltd.			Check Sequence: 19	ACH Enabled: No
G765001	Water meters	393.11	03/07/2017	601-494-9400-42300	
G780499	Water meters	138.80	03/07/2017	601-494-9400-42300	
	Check Total:	531.91			
Vendor: INNOVAT	Innovative Office Solutions			Check Sequence: 20	ACH Enabled: No
IN1509041	Office Supplies	11.38	03/07/2017	101-410-1910-42000	
IN1516336	Office Supplies	131.43	03/07/2017	101-410-1320-42000	
IN1516336	Office Supplies	92.61	03/07/2017	101-410-1910-42000	
IN1516336	Office Supplies	3.49	03/07/2017	101-420-2400-42000	
	Check Total:	238.91			
Vendor: INTERSTA	Interstate All Battery Ctr			Check Sequence: 21	ACH Enabled: No
1902701005061	Replacement batteries	66.65	03/07/2017	101-420-2220-44040	
	Check Total:	66.65			
Vendor: KENGRAVE	Kennedy & Graven, Chartered			Check Sequence: 22	ACH Enabled: No
135827	Library	232.50	03/07/2017	206-450-5300-43040	
135827	Verizon Lease	77.50	03/07/2017	101-410-1320-43040	
135827	3M Litigation	1,886.37	03/07/2017	101-410-1320-43040	
135827	Personnel Matters	5,295.68	03/07/2017	101-410-1320-43040	
135827	Zulegar v. City of Lake Elmo	185.00	03/07/2017	101-410-1320-43040	
135827	Danielson Property Condemnation	703.00	03/07/2017	101-410-1320-43040	
135827	The Royal Golf	2,816.50	03/07/2017	803-000-0000-22910	
135827	Inwood - V	347.50	03/07/2017	803-000-0000-22910	
135827	Legends	53.75	03/07/2017	803-000-0000-22910	
135827	Civil matters	5,562.78	03/07/2017	101-410-1320-43040	

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
	Check Total:	17,160.58			
Vendor: KERNPHIL	Phillip Kern			Check Sequence: 23	ACH Enabled: No
2/26/17	City Council Goal Setting W/S - 1-31-17	1,200.00	03/07/2017	101-410-1110-44300	
	Check Total:	1,200.00			
Vendor: KINGK	Kassidy King			Check Sequence: 24	ACH Enabled: No
02132017	Cabler operations - 02-13-17 - 4 hours	55.00	03/07/2017	101-410-1450-43620	
	Check Total:	55.00			
Vendor: KREMER	Kremer Services, LLC			Check Sequence: 25	ACH Enabled: No
0000048182	Equipment and parts	239.18	03/07/2017	101-430-3100-42210	
0000048182	Repairs	402.50	03/07/2017	101-430-3100-44040	
	Check Total:	641.68			
Vendor: Landscap	Landscape Architecture, Inc			Check Sequence: 26	ACH Enabled: No
LEMOTO #28	Savona Task Order #28 - Payment #3	200.00	03/07/2017	803-000-0000-22910	
Task Order #32	Royal Golf Task Order #32	475.00	03/07/2017	803-000-0000-22910	
	Check Total:	675.00			
Vendor: LMCIT	League of MN Cities Ins. Trust			Check Sequence: 27	ACH Enabled: No
10002726	Worker's Comp. Rnwl - 1-16-17 to 1-16-18	1,150.31	03/07/2017	603-496-9500-41510	
10002726	Worker's Comp. Rnwl - 1-16-17 to 1-16-18	793.65	03/07/2017	101-420-2400-41510	
10002726	Worker's Comp. Rnwl - 1-16-17 to 1-16-18	14,989.65	03/07/2017	101-430-3100-41510	
10002726	Worker's Comp. Rnwl - 1-16-17 to 1-16-18	3,955.59	03/07/2017	101-450-5200-41510	
10002726	Worker's Comp. Rnwl - 1-16-17 to 1-16-18	3,979.62	03/07/2017	601-494-9400-41510	
10002726	Worker's Comp. Rnwl - 1-16-17 to 1-16-18	2,004.34	03/07/2017	602-495-9450-41510	
10002726	Worker's Comp. Rnwl - 1-16-17 to 1-16-18	67.37	03/07/2017	101-410-1110-41510	
10002726	Worker's Comp. Rnwl - 1-16-17 to 1-16-18	692.50	03/07/2017	101-410-1320-41510	
10002726	Worker's Comp. Rnwl - 1-16-17 to 1-16-18	16,686.53	03/07/2017	101-420-2220-41510	
10002726	Worker's Comp. Rnwl - 1-16-17 to 1-16-18	657.77	03/07/2017	101-410-1910-41510	
10002726	Worker's Comp. Rnwl - 1-16-17 to 1-16-18	314.67	03/07/2017	101-410-1520-41510	
	Check Total:	45,292.00			
Vendor: LTLFALLS	Little Falls Machine, Inc			Check Sequence: 28	ACH Enabled: No
00059947	Streets - Equip. and Parts	838.52	03/07/2017	101-430-3120-42210	
	Check Total:	838.52			

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
Vendor:MENARDSO	Menards - Oakdale			Check Sequence: 29	ACH Enabled: No
24182	Bldg Maintenance/Repair	33.61	03/07/2017	101-430-3100-44010	
24217	Tools and equipment	119.57	03/07/2017	601-494-9400-42400	
24217	Protective equipment	15.92	03/07/2017	101-430-3100-44375	
24359	Shop Materials	24.02	03/07/2017	101-430-3100-42150	
	Check Total:	193.12			
Vendor:MENARDST	Menards - Stillwater			Check Sequence: 30	ACH Enabled: No
02766	Station #2 restocking	56.41	03/07/2017	101-420-2220-44010	
02766	T2 Bulbs	7.98	03/07/2017	101-420-2220-44040	
	Check Total:	64.39			
Vendor:MDH	Minnesota Department of Health			Check Sequence: 31	ACH Enabled: No
2/28/17	Operator School - Rob Weldon	275.00	03/07/2017	601-494-9400-44370	
2/28/17	Operator School - Rob Weldon	225.00	03/07/2017	601-494-9400-44370	
	Check Total:	500.00			
Vendor:MOVIE	MOVIE LICENSING USA			Check Sequence: 32	ACH Enabled: No
2301378	Copyright compliance license	289.00	03/07/2017	206-450-5300-44330	
	Check Total:	289.00			
Vendor:OAKDRC	Oakdale Rental Center			Check Sequence: 33	ACH Enabled: No
116500	Propane	70.99	03/07/2017	101-430-3100-42120	
	Check Total:	70.99			
Vendor:PLUNKETT	Plunkett's Pest Control Inc			Check Sequence: 34	ACH Enabled: No
5618483	Pest Control - Quarterly	128.55	03/07/2017	101-430-3100-44010	
	Check Total:	128.55			
Vendor:RITCHIET	Tom Ritchie			Check Sequence: 35	ACH Enabled: No
02142017	Cable Operations - 02-14-17 - 4 hours	55.00	03/07/2017	101-410-1450-43620	
	Check Total:	55.00			
Vendor:SAFEFAST	Safe-Fast, Inc.			Check Sequence: 36	ACH Enabled: No
INV180176	First Aid Stations	155.36	03/07/2017	101-430-3100-44375	
	Check Total:	155.36			
Vendor:SCHLOMKA	Schlomka Services LLC			Check Sequence: 37	ACH Enabled: No
19538	Pump Holding Tanks- 3445 Ideal Ave.	245.00	03/07/2017	101-430-3100-44010	

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
	Check Total:	245.00			
Vendor:SELECTAC	SelectAccount			Check Sequence: 38	ACH Enabled: No
009811	Participant fee - 1-1-17 to 2-28-17	25.32	03/07/2017	101-410-1520-43150	
	Check Total:	25.32			
Vendor:SPRINT	Sprint			Check Sequence: 39	ACH Enabled: No
761950227-167	Cell phone service - Administration	68.62	03/07/2017	101-410-1320-43210	
761950227-167	Cell phone service - Fire Dept.	250.91	03/07/2017	101-420-2220-43210	
761950227-167	Cell phone service - Building Dept.	231.57	03/07/2017	101-420-2400-43210	
761950227-167	Cell phone service - Public Works Dept.	72.21	03/07/2017	101-430-3100-43210	
761950227-167	Cell phone service - Planning Dept.	16.73	03/07/2017	101-410-1910-43210	
761950227-167	Cell phone service - Parks Dept.	80.79	03/07/2017	101-450-5200-43210	
	Check Total:	720.83			
Vendor:STATE OF	State of MN Dept of Public			Check Sequence: 40	ACH Enabled: No
8207500132016M8	Hazardous Chemical Inventory Fee	25.00	03/07/2017	101-430-3100-42120	
	Check Total:	25.00			
Vendor:TENNISRO	Tennis Roll Off, LLC			Check Sequence: 41	ACH Enabled: No
1780839	Waste Removal - Public Works	419.78	03/07/2017	101-430-3100-43840	
	Check Total:	419.78			
Vendor:TRKUTI	Truck Utilities Inc.			Check Sequence: 42	ACH Enabled: No
0320224	Parts	21.40	03/07/2017	101-430-3120-42210	
	Check Total:	21.40			
Vendor:TWINGAR	Twin City Garage Door Corp.			Check Sequence: 43	ACH Enabled: No
478006	Repairs/Maintenance	600.00	03/07/2017	101-430-3100-44010	
	Check Total:	600.00			
Vendor:WAS-PH	Washington County			Check Sequence: 44	ACH Enabled: No
MNS000147074	Hazardous waste disposal	149.00	03/07/2017	601-494-9400-44300	
	Check Total:	149.00			
Vendor:WASHTAX	Washington County			Check Sequence: 45	ACH Enabled: No
113254	2017 Election Equip. Maint. Fees	1,660.00	03/07/2017	101-410-1410-45800	

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
	Check Total:	1,660.00			
Vendor: Whiteani	Anita White			Check Sequence: 46	ACH Enabled: No
02212017	Cable operations - 2-21-17 - 4 hours	55.00	03/07/2017	101-410-1450-43620	
	Check Total:	55.00			
Vendor: XCEL	Xcel Energy			Check Sequence: 47	ACH Enabled: No
	3537 Lake Elmo Ave. - Library	597.77	03/07/2017	206-450-5300-43810	
	3080 Lisbon Ave. - New Lift Station	251.75	03/07/2017	602-495-9450-43810	
	802 Keats Ave. - Pumphouse	169.73	03/07/2017	601-494-9400-43810	
	10000 Stillwater Ln N. - Sunfish Pk Gate	14.27	03/07/2017	101-450-5200-43810	
	11009 Stillwater Blvd - Traffic Lights	50.37	03/07/2017	101-430-3160-43810	
	11157 Stillwater Blvd - Traffic Lights	38.71	03/07/2017	101-430-3160-43810	
	11210 50th St. - Pumphouse	1,431.81	03/07/2017	601-494-9400-43810	
	998 Inwood - Traffic Lights	41.83	03/07/2017	101-430-3160-43810	
	3585 Laverne - Arts Center	155.79	03/07/2017	101-450-5200-43810	
	11062 34th Street - Lift Station	21.41	03/07/2017	602-495-9450-43810	
	2759 Legion Ave. - Lift Station	18.43	03/07/2017	602-495-9450-43810	
	3510 Laverne - Fire Station 1	564.78	03/07/2017	101-420-2220-43810	
	3511 Laverne - Legion Park	378.52	03/07/2017	101-450-5200-43810	
	11915 Stillwater Blvd. - Traffic Lights	29.43	03/07/2017	101-430-3160-43810	
	3445 Ideal Ave. - Water Tower 2	193.05	03/07/2017	601-494-9400-43810	
	10901 Stillwater Blvd. -Speed Sign Hwy 5	12.97	03/07/2017	101-430-3160-43810	
	3014 Jamley - Street Lights	28.39	03/07/2017	101-430-3160-43810	
	4259 Jamaica - Fire Station 2	979.30	03/07/2017	101-420-2220-43810	
	3510 Laverne - Tennis Courts	11.74	03/07/2017	101-450-5200-43810	
	11194 Upper 33rd - Parks Bldg.	133.97	03/07/2017	101-450-5200-43810	
	8170 Lake Jane Tr. - Pebble Park	23.45	03/07/2017	101-450-5200-43810	
	Check Total:	5,147.47			
Vendor: YALEMECH	Yale Mechanical			Check Sequence: 48	ACH Enabled: No
175047	Maintenance	460.75	03/07/2017	101-420-2220-44010	
177883	Building repairs	1,820.25	03/07/2017	101-420-2220-44010	
	Check Total:	2,281.00			
Vendor: ZACK	Zack's, Inc.			Check Sequence: 49	ACH Enabled: No
31774	Water meter supplies	28.44	03/07/2017	601-494-9400-42300	
31774	Sewer maintenance supplies	39.48	03/07/2017	602-495-9450-42270	
31774	Tools	48.47	03/07/2017	101-430-3100-42400	
31774	Delivery surcharge	1.75	03/07/2017	101-430-3100-42400	

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
	Check Total:	118.14			
	Total for Check Run:	119,353.79			
	Total Number of Checks:	49			

THE CITY OF LAKE ELMO

STAFF REPORT

DATE: March 7, 2017
CONSENT
ITEM #: 3

AGENDA ITEM: Public Safety Committee Appointments

SUBMITTED BY: Kristina Handt, City Administrator

BACKGROUND:
Last meeting Council appointed three members to the Public Safety Committee. After packets were distributed, the City received an application from Al Bever that was forwarded to Council.

ISSUE BEFORE COUNCIL:
Who should the Council appoint to the Public Safety Committee?

PROPOSAL:
Council members were emailed a copy of the application materials from Al Bever.

There would still be one remaining vacancy on the committee after this appointment.

FISCAL IMPACT:
NA

OPTIONS:
1) Appoint Al Bever to the Public Safety Committee
2) Appoint other members to the Public Safety Committee
3) Do not make any appointments to the Public Safety Committee

RECOMMENDATION:
"Motion to appoint Al Bever to the Public Safety Committee"

ATTACHMENTS:
- None

THE CITY OF LAKE ELMO

STAFF REPORT

DATE: March 7, 2017
CONSENT
ITEM #: 4

AGENDA ITEM: Hiring Accountant

SUBMITTED BY: Kristina Handt, City Administrator

BACKGROUND:
The City advertised for applications for the Accountant position from February 9-23. The week of February 27, staff interviewed applicants.

ISSUE BEFORE COUNCIL:
Should Amy LaBelle be hired as the Accountant at the terms described below?

PROPOSAL DETAILS/ANALYSIS:
Staff is recommending the Council hire Amy LaBelle as the Accountant. Staff is further recommending a starting wage of $27.75/hour. Lastly, Ms. LaBelle would begin accruing PTO at the 5-year service level (6.5 hours bi-weekly) on her start date.

Ms. LaBelle has over 10 years of experience in the accounting department with St. Paul Park.

FISCAL IMPACT:
Cost of the position including taxes and benefits for the rest of 2017 is $62,318.94. The Accountant's wage is split amongst four funds-storm water (10%), sewer (15%), general fund (25%) and water (50%).

OPTIONS:
1) Hire Amy LaBelle as the Accountant at the terms described above.
2) Offer the job to Ms. LaBelle under different terms
3) Offer position to another candidate
4) Re-advertise the position

RECOMMENDATION:
If removed from the consent agenda:

Motion to hire Amy LaBelle as the Accountant with a starting wage of $27.75/hour and PTO accrual at the 5-year service rate.

ATTACHMENTS:

None

THE CITY OF LAKE ELMO

STAFF REPORT

DATE: 3/7/2017
CONSENT
ITEM #: 5

TO:	City Council
FROM:	Stephen Wensman, Planning Director
AGENDA ITEM:	8200 Hill Trail Restrictive Covenant Repeal
REVIEWED BY:	Kristina Handt, City Administrator

BACKGROUND:

On 10/05/1982, the owner of 8200 Hill Trail requested a variance related to lot size, house setbacks, and septic system setbacks to a garage. The variance was approved and a restrictive easement was recorded against the property.

The owner, Mr. Sewell, is now considering an addition to his home that would add two additional bedrooms, for a total of 4-bedrooms. The required upgrades to his septic system have been made in advance of the construction per Washington County's requirements.

In order for Mr. Sewell to pursue an addition to his home with two additional bedrooms, Mr. Sewell needs the City to remove the restrictive covenant.

ISSUE BEFORE THE COMMISSION:

The issue before the City Council is a request to remove a restrictive covenant on 8200 Hill Trail.

PROPOSAL DETAILS/ANALYSIS:

The construction of the original home required several variances pertaining to shoreland setbacks, minimum lot size and septic system setbacks. The original home was proposed as a one bedroom, but the septic system was sized to accommodate a two bedroom home. At the time, the City of Lake Elmo was the permitting authority for septic systems. The variances were approved and a restrictive easement was recorded against the property with the following condition:

> 3. The residential dwelling to be constructed, reconstructed or maintained on the lot, shall have no more bedrooms than 2. No additional bedrooms shall be allowed on the lot without prior written agreement of the City.

The City is no longer the permitting authority for septic systems. The restrictive covenant was drafted to protect the septic system under the City's jurisdiction. The County has approved a septic system for a home with four bedrooms and the septic system improvements have been installed. Staff has not reviewed any building permit and the extent of the proposed addition is not yet known. Assuming that the proposed additions meet all city requirements, Staff has no objections to the removal of the restrictive covenant.

Removal of a restrictive covenant requires a majority vote of the City Council.

FISCAL IMPACT:

None.

OPTIONS:

The options before the City Council is whether to remove the restrictive covenant or to leave it in place.

RECOMMENDATION:

Staff recommends, as part of tonight's consent agenda, the adoption of Resolution 2017-019 to remove the restrictive covenant on 8200 Hill Trail.

If the Council wishes to remove the agenda item from consent, then Staff recommends the City Council Adopt Resolution 2017-019 with the following motion:

"Move to adopt Resolution 2017-019 to remove the restrictive covenant on 8200 Hill Trail"

ATTACHMENTS:

- Resolution 2017-019 Variance Application form from 1982
- Restrictive Covenant for 8200 Hill Trail
- Certificate of Compliance for subsurface Sewage System
- Original variance application form from 1982

STATE OF MINNESOTA
COUNTY OF WASHINGTON
CITY OF LAKE ELMO

RESOLUTION NO. 2017-019

A RESOLUTION REMOVING A RESTRICTIVE COVENANT ON 8200 HILL TRAIL, J L COHN SUBDIVISION LOT 5 BLOCK 1

THE CITY COUNCIL OF THE CITY OF LAKE ELMO, MINNESOTA DOES HEREBY RESOLVE AS FOLLOWS:

WHEREAS, the City of Lake Elmo has received a request to remove a restrictive covenant from a property located at 8200 Hill Trail N., PID# 090.292.123.0005 from David Sewell, 8200 Hill Trail N in order to allow the construct an addition with additional bedrooms; and

WHEREAS, on October 5, 1982, several variances were approved permitting the construction of the existing home on 8200 Hill Trail N; and

WHEREAS, in 1982, the City of Lake Elmo was the permitting authority for on-site septic systems; and

WHEREAS, in order to protect the on-site septic system and the City, a restrictive easement was recorded against the property to protect the septic system; and

WHEREAS, the restrictive covenant included a condition such that the residential dwelling to be constructed, reconstructed or maintained on the lot, shall have no more bedrooms than 2. No additional bedrooms shall be allowed on the lot without prior written agreement of the City; and

WHEREAS, in 2017, Washington County is the permitting authority for on-site septic systems and the County has approved a new septic design for the property at 8200 Hill Trail N with capacity for a 4-bedroom home.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LAKE ELMO, COUNTY OF WASHINGTON MINNESOTA, that such request for removal of a restrictive covenant is hereby granted in accordance with the property descriptions provided above.

BE IT FURTHER RESOLVED, that the Mayor and City Clerk are hereby authorized to sign all documents necessary to effectuate the intent of this resolution.

Adopted by the Council this 3rd day of March, 2017.

Effective Date:_____

Approved:

_____
Mike Pearson, Mayor

Attested by:

_____
Julie Johnson, City Clerk

RESTRICTIVE COVENANT

THIS AGREEMENT, made and entered into this 7th day of October, 1982, between Dean A. Johnston and Karen S. Johnston, husband and wife, their heirs, successors and assigns, (hereinafter "Johnston's") and the City of Lake Elmo (hereinafter "City");

WHEREAS, Johnston's are the owners of the following described real estate, to wit:

> Lot Five (5), J.L. Cohn Subdivision, according to the plat thereof on file and of record in the office of the County Recorder, for Washington County, Minnesota, (hereinafter "lot");

WHEREAS, Johnston's have applied to the City for certain variances from the Lake Elmo Municipal Code relating to lot size, house setback, and setback from septic system to garage for the lot;

WHEREAS, said variances are necessitated by the fact that the lot does not comply with the Lake Elmo Municipal Code if it is to be used for residential purposes as proposed by Johnston's.

NOW, THEREFORE, in consideration of the City's granting the necessary variances for purposes of allowing the construction, maintenance and use of a residential dwelling, including garage, on the lot and Johnston's agreeing to the following conditions, it is agreed by the parties hereto as follows:

1. The City grants all variances from the Lake Elmo Municipal Code for the construction, maintenance and use of a

residential dwelling, including garage, on the lot, including, but not necessarily limited to the following: lot size, house setback from the lake, and setback from septic system to garage. These variances shall be perpetual and run with the title to the lot, subject only to the conditions stated herein.

2. The Johnston's agree to have the septic system on the lot inspected with City supervision at least annually and to demonstrate to the reasonable satisfaction of the City this septic system is functioning according to its design as set forth on the September 29, 1982, Site Plan on file with the City. The inspector chosen by the Johnston's must be approved by the City. Said septic system shall be pumped as required by these annual inspections. Any other corrective work the septic system requires shall be done immediately following this annual inspection. All expenses incurred by the Johnston's as a result of these inspections shall be paid by the Johnston's.

3. The residential dwelling to be constructed, reconstructed or maintained on the lot, shall have no more bedrooms than 2. No additional bedrooms shall be allowed on the lot without prior written agreement by the City.

4. The Johnston's shall forever release the City from any and all damages resulting from septic system failure, high water damage, house location or storm water runoff on the lot.

5. The Johnston's and their heirs and assigns agree not to drive over or park at any time on the drainfield area on the lot.

6. Notwithstanding any language to the contrary herein, "Johnston's" shall mean and refer only to the then record owner, whether one or more persons or entities, of a fee simple title to the lot, but shall not mean or refer to the mortgagee of such lot unless or until the mortgagee has acquired title pursuant to foreclosure of said mortgage and the period within which the fee owner may redeem from such foreclosure has terminated. When and if the lot is being sold by the fee owner to a contract vendee who is entitled to possession of the lot, the contract vendee shall be considered the "Johnston's" for purposes of this agreement.

7. This restrictive covenant may be placed in record with the Washington County Recorder's Office as an encumberance against the lot.

Dean A. Johnston

Karen S. Johnston

STATE OF MINNESOTA)
) ss.
COUNTY OF WASHINGTON)

Subscribed and sworn to before me this 11th day of [illegible], 1982, a notary public in and for said county by Dean A. Johnston and Karen Johnston, husband and wife.

Notary Public

Jan M. Reinez
NOTARY PUBLIC—MINNESOTA
HENNEPIN COUNTY
My commission expires Mar. 30, 1987

CITY OF LAKE ELMO

By _____
Maynard E. Eder, Mayor

By Laurence E. Whittaker
Laurence E. Whittaker
City Administrator

STATE OF MINNESOTA)
) ss
COUNTY OF WASHINGTON)

Subscribed and sworn to before me this 15th day of October, 1982, a notary public in and for said county by Maynard Eder, Mayor and Laurence E. Whittaker City Administrator of the City of Lake Elmo.

Edna Beers
Notary Public

EDNA BEERS
NOTARY PUBLIC — MINNESOTA
WASHINGTON COUNTY
My Commission Expires Feb. 2, 1984

Real Estate tax due hereon: None - Exempt.

This instrument was drafted by Popham, Haik, Schnobrich, Kaufman & Doty, Ltd., 4344 IDS Center, Minneapolis, Minnesota 55402.

1470j

SUBSURFACE SEWAGE TREATMENT SYSTEM

CERTIFICATE OF COMPLIANCE

SITE/OWNER INFORMATION

Site Address: 8200 Hill Trl N, City Of Lake Elmo **Property ID#:** 0902921230005

Property Owner: Sewell David R & Kristen M

Mailing Address: 8200 Hill Trl N **Mail City/State/ZIP:** Lake Elmo Mn 55042

SSTS CONTRACTOR INFORMATION

Installation Business: Bill Wolfe Excavating **MPCA License #:**

Certified Individual on Job: **Date of Installation:** 01/05/2017

INSPECTION INFORMATION

County Inspector: Christopher W. LeClair REHS **MPCA Registration No.** C6836
County Permit No. 2016-0182

Dates of Inspections: 01/05/2017

System Components: *See as-built for detailed system component information*

Well Setbacks: 50 Feet **Well Status:** Well installed at time of inspection

COUNTY VERIFICATION OF SOIL CONDITIONS

County Inspector Who Verified Soil Conditions: *See soil observation logs* **Tank Replacement Only:** Yes

Depth of Restriction Inches **Depth System Installed Below Grade** Inches

Vertical Separation Provided at the Time of Installation Inches **SWF:** No **Class V Injection Well:** No

CERTIFIED STATEMENT

This certifies that the subsurface sewage treatment system installed at the aforementioned address was inspected during installation and found to be in compliance with requirements of the Washington County Development Code, Chapter Four, Subsurface Sewage Treatment System Regulations (Washington County Ordinance #179), and Minnesota Rules, Chapter 7080-7083. This Certificate of Compliance is valid for five (5) years from the date of issuance unless Washington County finds evidence of an imminent threat to public health and safety. Supporting documentation with detailed information on the system can be found on the attached as-built.

Christopher W. LeClair REHS
1d233497c9f5b65c7f2641733cdf939146e551b954045acae014bbd03f6d432a
County Inspector

C6836
MPCA Reg. #

01/05/2017
Date

(Dean Johnston) CITY OF LAKE ELMO (Jks 2-20-92 9/9/91)

DEVELOPMENT APPLICATION FORM

____ Comprehensive Plan Amendment
____ Zoning District Amendment
____ Text Amendment
____ Conditional Use Permit
X Variance
____ Appeals
____ Trailer Park
____ Site & Bldg. Plan Review
____ Mining Permits

____ Simple Lot Division
____ Large Lot Subdivision
____ Subdivision
___ Sketch
___ Preliminary
___ Final
____ Subdivision Variance
____ Flood Plain Conditional Use Permit
X Shoreland Permit
____ Planned Unit Development

Applicant	DEAN A JOHNSTON (Name)	1377 VAN BUREN ST PAUL, MN, 55104 (Address)	(w) 733-0787 (H) 644-5088 (phone)
Owner	DEAN A JOHNSTON (Name)	1377 VAN BUREN ST PAUL, MN 55104 (Address)	(w) 733-0787 (H) 644-5088 (phone)

Property location (Street Address and Legal Description):

(1) 8200 Hill Trail, Lake Elmo
or (2) Lot 5, Block 1, J.L. Cohn Subdivision, Lake Elmo
or (3) Govt Lot 3, Section 9, Township 29, Range 21

Description and/or Reason for Request (Cite Ordinance Section):

(1) Variance allowing building (home) within 50 ft of O.H.W [Ord = 100']
(2) Variance allowing drainfield within 3 ft of street and property line [Ord = 10']
(3) Variance allowing septic tank (and drainfield) within 10 ft of garage. [Ord = 20']
(4) Variance allowing building on lot with >25,000 ft² above O.H.W

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

Dean A Johnston July 12, 1992
Signature of Applicant Date

THE CITY OF LAKE ELMO

STAFF REPORT

DATE: 3/7/2017
CONSENT
ITEM #: 6

TO: City Council

FROM: Rob Weldon, Public Works Director

AGENDA ITEM: Authorize posting and hiring of Public Works Seasonal Employees

REVIEWED BY: Kristina Handt, City Administrator

BACKGROUND: Each year the City of Lake Elmo hires seasonal employees to supplement the existing Public Works Staff with various semi-skilled tasks throughout the city.

ISSUE BEFORE COUNCIL: Should the City Council authorize staff to post and hire up to 4 Seasonal Public Works Employees?

PROPOSAL DETAILS/ANALYSIS: The addition of seasonal staff in the Public Works Dept. is paramount to the success and completion of daily tasks and seasonal projects within the city. Seasonal employees typically assist with park mowing, trimming and general maint; assist with asphalt patching and road maint; carry out hydrant painting and numerous other small tasks and projects handled by the Public Works Department.

Duration of seasonal staff employment is dependent on weather, work load and budgeted funds/hours. Typically, these employees may begin working in the months of April/May and end employment in September/October.

FISCAL IMPACT: As in previous years, wages for these positions are factored into the adopted 2017 budget. Hourly wage will range from $10 - $12/hour depending on qualifications.

OPTIONS:
- Approve posting and hiring of up to 4 Public Works Seasonal Employees.
- Deny posting and hiring of up to 4 Public Works Seasonal Employees.
- Table posting and hiring of up to 4 Public Works Seasonal Employees.

RECOMMENDATION:

Motion to authorize posting and hiring of up to 4 Public Works Seasonal Employees.

ATTACHMENTS: Job posting

THE CITY OF
LAKE ELMO

Accepting Applications for the Position of:

Public Works Seasonal Employee

SALARY:	$10.00/hour starting pay (DOQ)
OPENING DATE:	3/8/2017
CLOSING DATE:	until filled

Summary

Assists full-time staff with performing maintenance duties related to streets, parks, utilities and buildings

Position Title:	**Public Works Seasonal, Part-Time**
Department:	**Public Works**
Reports To:	**Public Works Director (or designee)**
FLSA Status:	**Non-exempt**
Normal Shift:	**7:00am – 4:30pm M-Th; 7:00am – 11:00am F**

Minimum Requirements

The responsibilities listed here are illustrative of the expectations of the position, and not intended to be all inclusive or exclusive. Additional or different responsibilities may develop as the City and Department's needs evolve. The omission of specific statements of duties does not exclude them from the position if the work is similar, related or a logical assignment to the position. The job description does not constitute an employment agreement between the employer and employee and is subject to change by the employer as the needs of the employer, technology, and requirements of the job change.

Essential Duties & Responsibilities

- Assist with general maintenance of the following:
  - streets, sidewalks and trails, including patching, seal-coating, curb and catch basing repairs.
  - Parks and city owned properties, including mowing, trimming, landscaping, planting and watering of trees and plants, and emptying waste and recycling containers.
  - Athletic fields, courts and playground structures
  - Buildings, including City Hall, Fire Stations, Public Works and park shelters
  - Performs other duties as may be assigned.

Criteria to Qualify for this position:

- Must be a minimum of 16 years of age.
- Must have a valid driver's license.

Competencies Common to All City Positions:

- Develop, maintain a thorough working knowledge of, and comply with all departmental and applicable City policies and procedures
- Demonstration by personal example the spirit of service, excellence, and integrity expected from all staff.
- Develop respectful and cooperative working relationships with co-workers, including willing assistance to newer staff so job responsibilities can be performed with confidence as quickly as possible.
- Confer regularly with and keep immediate supervisor informed of all important matters which pertain to the applicable job functions and responsibilities.
- Represent the City of Lake Elmo in a professional manner to the general public, outside contacts and constituencies.

Physical and Mental Requirements: Occasionally exertion of force in excess of 50 and/or up to 100 pounds to move objects or equipment accessories is required. Must be able to exert 20-50 pounds of force frequently to move objects. Occasional exposure to caustic material, annoying odor, grease/grime and repetitive movement.

***The physical demands described here are representative to those that must be met by an employee to successfully perform the essential functions of the job. Reasonable accommodations can be made to enable individuals with disabilities to perform the essential functions.*

Working Conditions: Most work is performed in a field environment involving working inside and outside of vehicles and in confined spaces. Seasonal conditions can include excessive heat or cold. Conditions can include working in wet, muddy, slippery or dusty and windy conditions.

Supervision of Others:
This position is generally not responsible for any regular direct supervision of other employees.

PLEASE APPLY BY SENDING APPLICATION AND REFERENCES TO:

City of Lake Elmo
Attn: Julie Johnson, City Clerk
3800 Laverne Avenue North
Lake Elmo, MN 55042
or
jjohnson@lakeelmo.org

PLEASE VISIT OUR WEBSITE AT **WWW.LAKEELMO.ORG** FOR ADDITIONAL INFORMATION OR CONTACT US AT 651.747.3900

OFFER OF EMPLOYMENT WILL BE CONTINGENT UPON SUCCESSFUL COMPLETION OF A BACKGROUND INVESTIGATION.

CITY OF LAKE ELMO IS AN EQUAL OPPORTUNITY EMPLOYER

THE CITY OF LAKE ELMO

Staff Report

DATE: 3/7/17
CONSENT
ITEM #:7

TO:	City Council
ITEM:	Hammes Estates 2nd Addition Final Plat Extension
SUBMITTED BY:	Stephen Wensman, Planning Director
REVIEWED BY:	Emily Becker, City Planner

BACKGROUND:

Hammes Estates 2nd Addition received final plat approval by the City Council with the adoption of Resolution 2017-003 on January 3, 2016. Chapter 153.08, Subd. (B)(4) requires the final plat to be recorded within 120 days after approval or it shall be considered void unless a request for extension is submitted by the applicant and approved by the City Council.

ISSUE BEFORE COUNCIL:

The Council is respectfully requested to consider a request by Rachel Development for a Final Plat Extension for the Hammes 2nd Addition Final Plat.

PROPOSAL DETAILS/ANALYSIS:

The Hammes 2nd Addition final construction plans are approved by the City Engineer, and developer agreement was approved by the City Council and is awaiting execution by the developer. The developer wants to record the plat once the construction of the 1st Addition is about complete, which will likely be late spring, or early summer, weather depending. This would likely put the recording of the plat beyond the 120 days of final plat approval. The developer is requesting an extension to record the final plat to August 15th.

See attached letter from applicant) and is requesting the final plat be extended through August 15, 2017.

FISCAL IMPACT:

None.

OPTIONS:

The Council may:

- Approve the request for Final Plat Extension.
- Deny the request for Final Plat Extension.

CITY OF LAKE ELMO
WASHINGTON COUNTY
STATE OF MINNESOTA

RESOLUTION NO. 2017-020

A RESOLUTION APPROVING AN EXTENSION FOR HAMMES ESTATES 2ND ADDITION FINAL PLAT

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

WHEREAS, Rachel Development Inc, 4125 Napier Ct NE, St. Michael, MN 55376 (Applicant) has submitted an application to the City of Lake Elmo (City) for a Final Plat for Hammes Estates 2nd Addition, a copy of which is on file in the City of Lake Elmo Planning Department; and

WHEREAS, the Lake Elmo Planning Commission held a public hearing on May 12, 2014 to consider the Hammes Estates Preliminary Plat and continued discussion on the Preliminary Plat until its June 23, 2014 meeting; and

WHEREAS, the Lake Elmo Planning Commission has submitted its report and recommendation concerning the Preliminary Plat as part of a memorandum to the City Council for the July 1, 2014 City Council Meeting; and

WHEREAS, the Lake Elmo Planning Commission adopted a motion recommending approval of the Preliminary Plat; and

WHEREAS, the City Council reviewed the Preliminary Plat request at its July 1, 2014 meeting and adopted Resolution No. 2014-55 approving the Preliminary Plat; and

WHEREAS, the Lake Elmo Planning Commission met on December 12, 2016 to review the Final Plat for Hammes Estates consisting of 37 single-family residential lots; and

WHEREAS, on December 12, 2016 the Lake Elmo Planning Commission adopted a motion to recommend that the City Council approve the Final Plat for Hammes Estates 2nd Addition with conditions; and

WHEREAS, the City Council reviewed the recommendation of the Planning Commission and the Final Plat for Hammes Estates 2nd Addition at a meeting held on January 3, 2017; and

WHEREAS, on February 13, 2017, the Developer requested an extension to record the final plat until August 15, 2017; and

NOW, THEREFORE, BE IT RESOLVED THAT the City Council does hereby approve an extension for the recording of Hammes Estates 2nd Addition, thereby extending the final plat until August 15, 2017.

Passed and duly adopted this 7th day of March, 2017 by the City Council of the City of Lake Elmo, Minnesota.

_____
Mike Pearson, Mayor

ATTEST:

_____
Julie Johnson, City Clerk

RECOMMENDATION:

Staff respectfully recommends that the Council approve the requested Final Plat Extension until August 15,2017 as part of tonight's consent agenda.

If the Council wishes to remove the agenda item from the consent agenda, then Staff recommends the following motion:

"Move to adopt Resolution No. 2017-020 approving the Hammes Estates 2nd Addition Final Plat extension to August 15, 2017"

ATTACHMENTS:

- Resolution 2017-020 approving the Hammes Estates 2nd Addition final plat extension.
- Applicant Letter

RACHEL DEVELOPMENT

4125 Napier Court NE
St. Michael, MN 55376
Office 763.424.1500 Fax 763.424.1501
www.racheldevelopment.com

February 13, 2017

City of Lake Elmo
Attn: Mr. Stephen Wensman
Planning Director
3800 Laverne Avenue North
Lake Elmo, Minnesota 55042

Re: Hammes Estates 2nd – request for extension to file final plat

Dear Stephen,

As you know, the Lake Elmo City Council approved the Hammes Estates 2nd addition final plat on January 3, 2017. Our intention and desire is to file and record the final plat and Developers Agreement for the 2nd addition at or near the completion of the improvements required under the Hammes Estates 1st addition final plat and Developer's Agreement. The Hammes 1st improvements will not be completed until several weeks into the 2017 spring/summer construction season.

Since the exact timing for phase 1 construction completion is very much weather dependent and as such cannot be exactly determined, Rachel Development requests some timing flexibility from the City relating to the deadline to record the Hammes 2nd final plat and Developer's Agreement. Although we estimate that we will be ready to proceed with the Hammes 2nd improvements around July 15, 2017 we respectfully request an extension of the formal deadline to record the Hammes 2nd final plat until August 15, 2017.

Respectfully Submitted:

Rachel Development
David Stradtman
Vice President of Development

THE CITY OF LAKE ELMO

STAFF REPORT

DATE: 03/07/2017
CONSENT
ITEM #: 8
MOTION

TO: City Council

FROM: Stephen Wensman, Planning Director

AGENDA ITEM: 2040 Comprehensive Plan Update- SHC Master Services Agreement and Addendum.

REVIEWED BY: Kristina Handt, City Administrator

Sarah Sonsalla, City Attorney

BACKGROUND:

All cities, within the seven-county metropolitan region must prepare a comprehensive plan and update that plan as needed every 10 years. The City's Comprehensive Plan update is due to be submitted to the Metropolitan Council on December 31, 2018. City Staff prepared a Comprehensive Planning Request for Proposal which was approved by the Council on November 15, 2016 by consent. On January 17, 2017, the City Council approved the hiring of SHC to assists the City with the 2040 Comprehensive Plan update and to authorize Staff to negotiate the contact. Staff met with SHC, negotiated the contract, and is recommending the attached contract for approval.

ISSUE BEFORE COUNCIL:

The issue before Council is whether to approve the SHC Planning Services Agreement.

PROPOSAL DETAILS/ANALYSIS:

The City has established a total project budget of $100,000 for the Comprehensive Plan update as was reflected in the 2017 budget book. The City applied for and received news on 1/11/17 that Living Healthy in Washington County (LHWC) has chosen Lake Elmo as a partner to receive Health in Comprehensive Planning Partner Project funding in the amount of $15,000 (made available through the Statewide Health Improvement Program (SHIP)). These funds must be used in the Comprehensive Planning process, specifically as it relates to community engagement, healthy food access, active living assessment, and plan development that supports active living and/or healthy food access. The funds are restricted to certain allowable uses (mapping/spatial analysis, consultant time, promotional materials, etc.), must be spent by October 31, 2017, and must be matched by 10% of the total funding requested. Staff met with SHC to refine the public engagement process and to including the Living Healthy grant into the project, included in Addendum 3. The cost for the changes including the costs to complete the Living Healthy aspects of the project add an additional $10,000 to the project, resulting in a Not-to-Exceed amount for comprehensive planning services of $90,000.

FISCAL IMPACT:

The City has budgeted $100,000 for the comprehensive plan update. The City has received a Washington County Living Healthy grant in the amount of $15,000 to apply to the project. The SHC Master Services Agreement and Addendum for comprehensive planning services including the Living Healthy component for a not to exceed amount of $90,000.

OPTIONS:

The Council has the following options:

1) To approve the Agreement and Addendum on consent.
2) To remove the Agreement and Addendum from the consent agenda and to recommend changes to the Agreement.
3) To reject the Agreement.

RECOMMENDATION:

Staff recommends the Council approve the SHC Master Services Agreement and Addendum with the updated project schedule for comprehensive planning services as part of the consent agenda.

If the Council removes the item from the consent agenda, then Staff recommends the Council approve the SHC Master Services Agreement and Addendum with the updated project schedule for comprehensive planning services with the following motion:

"Move to approve the SHC Master Services Agreement and Addendum with the updated project schedule for comprehensive planning services"

ATTACHMENTS:

- SHC Master Services Agreement
- Addendum 3
- Revised schedule

MASTER SERVICES AGREEMENT
BETWEEN SWANSON HASKAMP CONSULTING, LLC
AND THE CITY OF LAKE ELMO FOR PLANNING SERVICES RELATED TO
THE 2040 COMPREHENISVE PLAN UPDATE

The Agreement ("Agreement") is made as of _____2017 and between, the City of Lake Elmo ("Client"), 3800 Laverne Avenue N., Lake Elmo, MN 55042, and Swanson Haskamp Consulting, LLC ("SHC"), 246 Albert Street S., Suite 2A, St. Paul, MN 55105, to provide Professional Planning Services ('Services") by SHC for the 2040 Comprehensive Plan Update project ("Project") as directed by the Client.

Description of Services (Scope of Services)

Jennifer Haskamp, President of SHC shall be the primary contact and project manager assigned to perform planning and project management services for the Project. SHC responded to the Client's Request for Proposal on December 22, 2016 which included a defined scope of services, schedule, and budget (hereinafter referred to as "Proposal"). The Proposal is hereby incorporated as Addendum 1, and SHC agrees to perform and complete the work as identified within the Proposal. The following summary of the Project Proposal is provided:

- Phase I: Project Initiation, Issue Identification, Background Report, Visioning and Goal Setting
- Phase II: Plan Development
    - Land Use & Housing
    - Parks & Trails, Natural Resources
    - Transportation, Water & Wastewater
    - Implementation
- Phase III: City Review & Adjacent Jurisdictions
- Phase IV: Metropolitan Council Review
- Phase V: Update Official Controls (Not included within budget)

SHC shall perform the services identified in the Project Proposal and no others unless otherwise agreed to by verbal or written direction, and unless SHC is paid additional compensation.

Standard of Care.

SHC's services shall be performed based on the standard of reasonable professional care for services similar in scope, schedule, and complexity to the services being provided by SHC. All warranties, express or implied, under the Proposal or otherwise, in connection with SHC's services are expressly disclaimed.

Period of Service

This contract shall be effective through commencement of Phase IV: Metropolitan Council Review, or approximately December 2018, as identified in the Project Proposal.

Compensation

SHC shall be paid for the Project per Addendum 1: Proposal, and such services shall not exceed $80,000. Billing rates of the SHC Team shall be as identified on the attached Addendum 2: Rate Schedule. Client agrees that the not-to-exceed value of this contract correlates directly to the activities identified in the Proposal. Any change orders, additional services and/or modifications to the Proposal may result in adjustments to the budget and such additional charges would be billed per the Rate Schedule included within the Proposal through the duration of this contract. Any such changes shall be in writing and be attached as an Addendum to this Master Services Agreement. Payments are due upon presentation of SHC's invoices, and the Client agrees to pay bills within 30 days of receipt. SHC and the Client shall work together to establish the method for reporting and submitting invoices to assist with the ease of monthly billing and budget management. Client hereby acknowledges that sufficient funds are currently available, or methods to obtain funds, are assigned to pay for the cost of the Project contemplated by the Agreement. SHC has the right, at its sole discretion,

to stop work and withhold work product or Services, if payments have not been received within 30 days of invoicing date. If Payments are not made within 30 days, a service charge of one (1) percent per month (12% annum), or as permitted by law, will be charged on any unpaid balance. Service charges may be compounded.

If Client fails to make payments to SHC consistent with the Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at SHC's option, cause for suspension of performance of the Services under the Agreement. If SHC elects to suspend Services, prior to suspension of Services, SHC shall give seven days written notice to Client. In the event of a suspension of Services, SHC shall have no liability to Client for delay or damage caused to Client because of such suspension of Services. Before resuming Services, SHC shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of SHC's services. SHC's fees for the remaining Services and the time schedules shall be equitably adjusted.

In the event of termination not the fault of SHC, SHC shall be compensated for Services performed prior to termination, together with reimbursable expenses due.

Client's Responsibilities

Client shall provide full information in a timely manner regarding requirements for and limitations for successful execution of the Scope of Services, including objectives, schedule, constraints and criteria, requirements and relationships and any other pertinent information that will assist SHC in achieving the expectations of the Client. The Client further agrees to work collaboratively with SHC on the tasks and responsibilities as identified within the Proposal, particularly as it relates to the Technical Panel, Advisory Panel ("AP") and Public Participation activities.

The Client shall designate a representative authorized to act on the Client's behalf with respect to the Proposal and will serve as the Project point of contact throughout the duration of this contract. The Client, or such designated representative, shall render decisions in a timely manner pertaining to documents submitted by SHC to avoid unreasonable delay in the orderly and sequential progress of the Proposal.

Termination

The Agreement may be terminated by either party at any time should the other party fail to perform in accordance with its terms through no fault of the party initiating the termination. Such termination shall be effective after giving ten days written notice. Client agrees to pay SHC for all Services provided up to the effective date of termination.

Miscellaneous

Work Product
The documents prepared by SHC for the Project are instruments of SHC's service for use solely with respect to the Client and, unless otherwise provided and agreed, SHC shall be deemed the author of these documents. All documents shall be the property of the Client, and both the Client and SHC shall retain all common law, statutory and other reserved rights, including the copyright. The Client and SHC shall be permitted to retain copies, including reproducible copies, of SHC's documents for the Client's information, reference and use in connection with the Services.

Claims and Consequential Damages
SHC and Client waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's terminating in accordance with the termination clause.

Any claim, dispute or other matter in question arising out of or relating to the Proposal or breach thereof ("Claim") shall be resolved by litigation in the State or (assuming subject matter jurisdiction) Federal Court located in Washington County, Minnesota.

Interpretation and Severability
Each provision of this Agreement is severable from the others. Should any provision of the Agreement be found invalid or unenforceable, such provision shall be ineffective only to the extent required by law, without invalidating the remainder of such provision or the remainder of the Agreement. Further, to the extent permitted by law, any provision found invalid or unenforceable shall be deemed automatically redrawn to the extent necessary to render it valid and enforceable.

Assignment

DRAFT

The Client and SHC, respectively, bind themselves, their partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement. Neither the Client nor SHC shall assign this Agreement without the written consent of the other.

Team Relationship
The Client and SHC agree to work together on the basis of trust, good faith and fair dealing, and shall take actions reasonably necessary to enable each other to perform this Agreement in a timely, efficient and economical manner.

Entire Agreement
The terms and conditions set forth herein constitute the entire understanding of the parties relating to the services to be provided by SHC. Only a written instrument signed by both parties may amend the Agreement.

Governing Law
The Agreement shall be construed, interpreted, and enforced in accordance with the laws of the State of Minnesota, excluding its conflict of laws. SHC and Client expressly consent to the exclusive personal jurisdiction and venue of the Minnesota courts for all purposes relating to the Proposal. The parties waive trial by jury.

Execution
In witness whereof, the parties hereto have made and executed the Agreement as of the day and first above written.

DRAFT

CLIENT

_____

_____

Printed Name Date

SWANSON HASKAMP CONSULTING, LLC

_____

Jennifer Haskamp, President | Principal

Addendum 3 to Master Services Agreement ("MSA") dated _____, 2017

I. Cost and Fee Summary:

The Project Proposal Not-to-Exceed value of **$80,000** will accommodate the proposed changes and additional Stakeholder meetings with the allocation of the Health Living Grant as detailed in Sections II and II which follow.

The Living Healthy Grant requires additional Services to the Project Proposal to complete. The additional Services are detailed within Section III b and c which follows. The estimate for the additional Services is approximately $8,870 with a not-to-exceed value of **$10,000.**

Total Not-to-Exceed + Addendum 3 = $90,000

II. Changes to the Proposal

The following changes and additions to the Project Proposal, where Project Proposal is defined within the MSA, are summarized below as discussed with City Staff on February 8, 2017:

a. All Advisory Panel Meetings will be held in-person, and the scoped Virtual Advisory Panel meetings in the Proposal will be changed to in-person meetings. This result in three (3) additional in-person Advisory Panel meetings, and a cost difference of $600 based on the flat meeting rates defined within the Proposal.

b. The City would like to hold in-person stakeholder meetings as part of the public participation process. These meetings were not identified in the Proposal. The following stakeholder groups are identified:
   i. Cimarron/FamilyMeans
   ii. South of 10th Street Homeowners Association (HOAs)
   iii. Church/Faith Groups/Civic Organizations/Schools
   iv. Rural Residential
   v. Tri-Lakes Area/Lake Association
   vi. Village Area/Business Association

c. The additional stakeholder meetings result in additional Services totaling approximately $6,340 (includes meeting attendance and meeting preparation)

d. Schedule has been amended to reflect additional meetings and is attached to this Addendum.

III. Living Healthy Grant Money Allocation

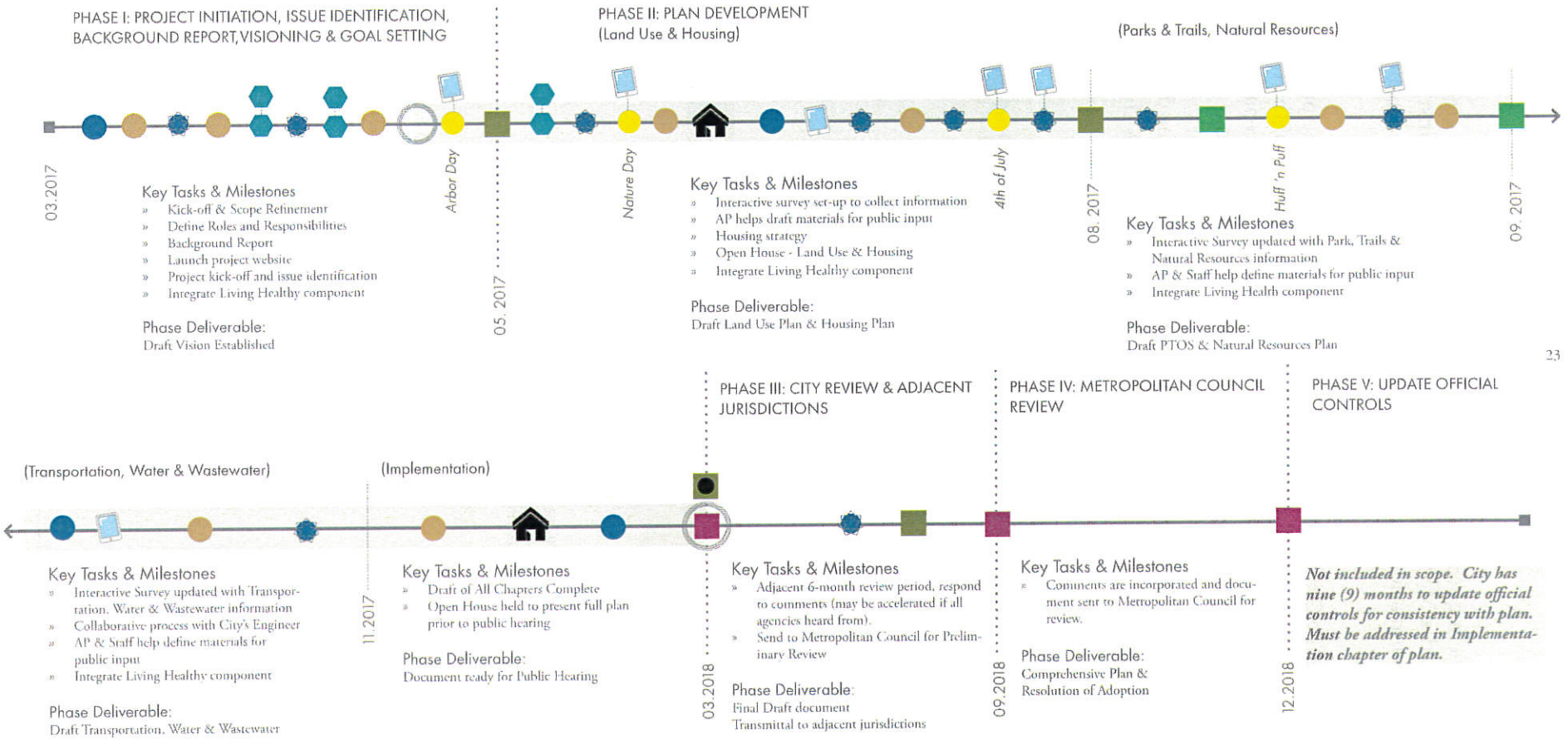
a. SHC has reviewed the Living Healthy grant which was received by the City after the Proposal was submitted. Some of the objectives associated with the Living Healthy grant can be accommodated within the existing scope as follows:
   i. Advisory Panel Meetings (9): $100 of each meeting billed against the grant ($900)

ii. Staff Meetings (8): $100 of each meeting billed against the grant ($800)
iii. Stakeholder Meetings (6): $100 of each meeting billed against the grant ($600)
iv. Park Commission Meetings (2): $250 of each meeting billed against the grant ($500)

b. The Living Healthy Grant details the expectation of going out to the public to solicit information. Staff identified 4-5 events throughout the duration of the Project where SHC and staff would attend to solicit feedback. Attendance and preparation for these events results in additional Services totaling approximately $4,600.

c. To incorporate the elements of Living Healthy Grant throughout the document in plan components and mapping results in an additional Services totaling approximately $4,270.

DRAFT


PHASE I: PROJECT INITIATION, ISSUE IDENTIFICATION, BACKGROUND REPORT, VISIONING & GOAL SETTING
PHASE II: PLAN DEVELOPMENT (Land Use & Housing)
(Parks & Trails, Natural Resources)
03.2017
Arbor Day
05. 2017
Nature Day
4th of July
08. 2017
Huff 'n Puff
09. 2017
Key Tasks & Milestones
» Kick-off & Scope Refinement
» Define Roles and Responsibilities
» Background Report
» Launch project website
» Project kick-off and issue identification
» Integrate Living Healthy component
Phase Deliverable:
Draft Vision Established
Key Tasks & Milestones
» Interactive survey set-up to collect information
» AP helps draft materials for public input
» Housing strategy
» Open House - Land Use & Housing
» Integrate Living Healthy component
Phase Deliverable:
Draft Land Use Plan & Housing Plan
Key Tasks & Milestones
» Interactive Survey updated with Park, Trails & Natural Resources information
» AP & Staff help define materials for public input
» Integrate Living Health component
Phase Deliverable:
Draft PTOS & Natural Resources Plan
23
PHASE III: CITY REVIEW & ADJACENT JURISDICTIONS
PHASE IV: METROPOLITAN COUNCIL REVIEW
PHASE V: UPDATE OFFICIAL CONTROLS
(Transportation, Water & Wastewater)
(Implementation)
11.2017
03.2018
09.2018
12.2018
Key Tasks & Milestones
» Interactive Survey updated with Transportation, Water & Wastewater information
» Collaborative process with City's Engineer
» AP & Staff help define materials for public input
» Integrate Living Healthy component
Phase Deliverable:
Draft Transportation, Water & Wastewater
Key Tasks & Milestones
» Draft of All Chapters Complete
» Open House held to present full plan prior to public hearing
Phase Deliverable:
Document ready for Public Hearing
Key Tasks & Milestones
» Adjacent 6-month review period, respond to comments (may be accelerated if all agencies heard from).
» Send to Metropolitan Council for Preliminary Review
Phase Deliverable:
Final Draft document
Transmittal to adjacent jurisdictions
Key Tasks & Milestones
» Comments are incorporated and document sent to Metropolitan Council for review.
Phase Deliverable:
Comprehensive Plan & Resolution of Adoption
Not included in scope. City has nine (9) months to update official controls for consistency with plan. Must be addressed in Implementation chapter of plan.
LEGEND
Technical Panel (Staff)
Technical Panel (Staff) Virtual Session
Advisory Panel (AP)
Stakeholder Mtg
Park Commission
Planning Commission
City Council Meeting
Public Hearing
Open House
Project Website is Active
Interactive Survey (Library)
Interactive Community Event

THE CITY OF
LAKE ELMO

STAFF REPORT

DATE: March 7, 2017
CONSENT
ITEM #: 9

AGENDA ITEM: Appoint City Attorney for Prosecution Services

SUBMITTED BY: Kristina Handt, City Administrator

BACKGROUND:
At the January 3rd Council meeting, Council directed staff to issue a Request for Proposals (RFP) for prosecution services. The RFP was issued January 17th and due February 14th. Also at the meeting, Eckberg Lammers was appointed the Interim City Attorney for Prosecution.

ISSUE BEFORE COUNCIL:
Who should the Council appoint as City Attorney for prosecution services?

PROPOSAL:
The City received proposals from Holstad and Knaak, Lawson Law Firm, Kevin Shoeberg, H.A. Kantrud, Johnson and Turner and GDO Law. Staff had also reached out to Eckberg Lammers, the city's current prosecuting attorney.

Since Eckberg has been on board for a little over a year, they were able to re-evaluate their proposal from the end of 2015 and offer revised rates based upon their experience working with the city. Because of their rate reduction, similar clients and familiarity with the city, staff is recommending that Eckberg Lammers remain the City's prosecuting attorney.

FISCAL IMPACT:
The rate reduction from Eckberg Lammers will reduce the City's cost for prosecution services over the next four years by $11,500.

OPTIONS:
1) Appoint Eckberg Lammers as City Attorney for Prosecution
2) Appoint another firm as City Attorney for Prosecution
3) Table decision until applicants are interviewed by Council

RECOMMENDATION:
If removed from the consent agenda:

"Move to appoint Eckberg Lammers as City Attorney for prosecution services"

ATTACHMENTS:
None

THE CITY OF LAKE ELMO

STAFF REPORT

DATE: March 7, 2017
CONSENT
ITEM #: 10

TO: City Council
FROM: Greg Malmquist, Fire Chief
AGENDA ITEM: Approval of Joint Powers Agreement for the East Metro Public Safety Training Facility
REVIEWED BY: Kristina Handt, City Administrator

BACKGROUND: This is our second year as a member of the JPA, which oversees the East Metro Public Safety Training Facility. As a member along with Maplewood, Oakdale and North Saint Paul, we oversee all operations at the faicility and have unlimited use for training.

ISSUE BEFORE COUNCIL: Renewal of existing contract due to the cover and signature pages having been reformatted. No other changes.

PROPOSAL DETAILS/ANALYSIS:

FISCAL IMPACT: $4,200.00 ($200.00 per Firefighter) Annual Fee which will be covered by reimbursement from the MBFTE (Mn Board of Firefighter Training and Education) as well as budgeted training monies for rental of the facility.

OPTIONS:

RECOMMENDATION: Approve contract.

ATTACHMENTS: Copy of contract

JOINT POWERS AGREEMENT
EAST METRO PUBLIC SAFETY TRAINING FACILITY

THIS JOINT POWERS AGREEMENT (the "Agreement") is made on the ___ day of _____201_, by and among the Cities of Maplewood, North St. Paul, Lake Elmo and the Oakdale Volunteer Fire Department Inc.

RECITALS

A. Each Member to this Agreement has determined that it is in the best interests of their communities to undertake in a cooperative fashion the operation of a facility in the NORTH EASTERN portion of the Twin Cities metropolitan area to be used for the training of public safety disciplines.

B. It is more economical for the Members to jointly and cooperatively construct and operate a public safety training facility than for each Member to construct and maintain its own facility.

C. The Members are authorized pursuant to Minnesota Statutes, Section 471.59, to enter into agreements providing for the joint and cooperative exercise of powers common to them.

D. The Members desire to jointly and cooperatively exercise power common to them by jointly operating a public safety training facility in accordance with the terms set forth herein.

NOW, THEREFORE, in consideration of the mutual understandings and agreements hereafter set forth, the Members agree as follows:

ARTICLE I

Section 1. Definitions.

When used in this Agreement, the following terms shall be defined as follows, unless a different meaning is clearly specified:

Association - The term "Association" shall be used to refer to East Metro Public Safety Training Facility Association which is formed by this Agreement.

Board - The term "Board" shall be used to refer to the governing body of this Association.

Board Member - The term "Board Member" shall be used to refer to an individual member of the Board, who is appointed in accordance with Article II, Section 2 to represent a Member municipality or public corporation of the Association.

Coordinator - The term "Coordinator" shall be used to refer to the person appointed by the Board to manage and coordinate the daily operation of the Facility.

Cost Sharing Formula

Full JPA membership - By January 1 of each year, each member will provide a department list to the board with the names of each firefighter for the purpose of determining the number of firefighters per department to he used in the fee calculation. Members will pay based on the number of firefighters in their agency for the year. (see Appendix A for pricing) Full JPA members will have access to the site 365 day per year, subject to scheduled availability, first priority for site scheduling, and a seat on the "Board" that governs the operation of the facility.

Hour Base JPA Members - By January 1 of each year, each Hour Based member will determine the estimated number of training hours to be prepaid for their agency for the upcoming year from the blocks listed. (see Appendix A for hourly blocks and pricing) Hour Based JPA members will have second priority for site scheduling, training provided for an agency Site Manager, and reduced hourly rates based on the number of hours selected.

Executive Board - The Executive Board shall be the body that oversees the day-to-day business of the Facility and shall consist of the Appointed Officials of the Board as defined in Article II Section 2 and an additional appointed member representing the City of Maplewood, the underlying landowner.

Facility - The term "Facility" shall be used to refer to the East Metro Public Safety Training Facility and shall include all structures, buildings and the grounds associated with the East Metro Public Safety Training Facility.

Hazardous Substance - The term "Hazardous Substance" shall be used to refer to any pollutant, contaminant, hazardous substance or waste, solid waste, petroleum product, distillate, or fraction, radioactive material, chemical known to cause cancer or reproductive toxicity, polychlorinated biphenyl or any other chemical, substance or material listed or identified in or regulated by any Environmental Law. Environmental Law refers to the Comprehensive Environmental Response Compensation and Liability Act ("CERCLA"), 42 U.S.C. 9601 et seq., the Resource Conservation and Recovery Act, 42 U.S.C. 9601 et seq., the Federal Water Pollution Control Act, 33 U.S.C. 1201 et seq., the Clean Water Act, 33 U.S.C. 1321 et seq., the Clean Air Act, 42 U.S.C. 7401 et seq., the Toxic Substances Control Act, 33 U.S.C. 1251 ET SEQ., all as amended from time to time, and any other federal, state, local or other governmental statute, regulation, rule or ordinance dealing with the protection of human health, safety, natural resources or the environment now existing and hereafter enacted.

Major Improvement - The term "Major Improvement" shall be used to refer to any addition to or improvement to the Facility designated as a Major Improvement by the Board irrespective of value or any addition to or improvement to the Facility with a value at $50,000 or greater.

Member - The term "Member" shall be used to individually refer to a municipal corporation or public corporation that is a party to this Joint Powers Agreement.

Operating Budget - The term "Operating Budget" shall be used to refer to the annual budget of operating expenses for the Facility, including but not limited to, maintenance and repair of the building and grounds, costs of utilities, maintenance and repair of all equipment associated with the building, supplies and materials associated with the operation of the Facility, personnel expenses associated with the Coordinator and other ordinary business expenses associated with the operation of the Facility, except for Major Improvements.

Public Safety Consumables - The term "Public Safety Consumable" refers to propane fuel , liquid smoke used in fire firefighting operations, fire extinguishing material, pallets and straw other than water, used in any firefighting training operation and other unique training supplies declared to be Public Safety Consumables by the Board.

Section 2. Plural and Singular References.

Unless a contrary intent is clearly demonstrated, a singular reference to a person or entity shall include the plural and a plural reference to persons or entities shall include the singular.

Section 3. Counterparts.

This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

ARTICLE II

Section 1. Formation of Association.

The parties to this Agreement form the "East Metro Public Safety Training Facility Association" for the purpose of operating a public safety training facility. Each party shall be a Member of the Association until it terminates or participation is otherwise truncated pursuant to Article III.

Section 2. Governance of Association.

The Association shall be governed by a Board consisting of one representative from each Member. The Board representative need not be an elected official of any Member of the Association. The Member shall designate an individual to serve as such Member's representative and an alternate representative who shall be entitled to act as the representative of the Member on the Board in the case of the absence or disability of the representative of such Member on the Board.

Each representative and their alternate shall serve until a successor is appointed and assumes his or her responsibilities. Board Members and their alternates shall serve at the pleasure of the Member appointing them and any vacancy on the Board shall be filled by the Member whose position on the Board is vacant.

Each Board Member shall have one vote. The Board shall act by 3/4 majority vote of the Board Members at a meeting duly called upon 15 days written notice to each Board Member and to the manager or executive director of each Member. Should the membership in the Association decline to three members the 3/4 majority vote required for Board action shall be reduced to a 2/3 majority vote. At least three Board Members must be present to constitute a quorum of the Board. The Board shall meet at least once annually and more often as it deems necessary to perform its duties.

The Board shall designate one of the Board Members as the Chair and a second as the Vice Chair as well as one to be a Secretary/Treasurer (the Officers of the Board). This designation will be made annually by the Board and the Chair and Vice Chair shall retain their positions until a successor has been designated. All appointed officers must be voting members of the Board. The Chair shall preside at all meetings of the Board and shall perform all duties incident to the office of Chair and such other duties as may be delegated by the Board. The Vice Chair shall act as Chair in the absence of the Chair and the Secretary/Treasurer shall act in the absence of the Vice Chair. A record of all proceedings of the Board shall be maintained by the Secretary/Treasurer and a copy of that record shall be forwarded to each Member. The Chair, Vice Chair and Secretary/Treasurer shall have the authority to sign all documents on behalf of the Association.

The Board may establish committees for any purpose related to the business of the Association. The members of a committee need not be members of the Board. Committees are subject at all times to the direction and control of the Board.

Section 3. Executive Board - The Executive Board shall be the body that oversees the day-to-day operation of the Facility and shall consist of the Appointed Officials of the Board as defined in Article II Section 2 and an additional appointed member representing the City of Maplewood, the underlying landowner. If a member of the Executive Board is also the Maplewood Representative to the Association, the additional appointment is not necessary for so long as Maplewood's interests are directly represented on the Executive Board.

Section 4. Operating Committee.

There shall be appointed by the Board an Operating Committee, consisting of a fire training officer for each Member which is a fire fighter participant. The Operating Committee shall be responsible for identifying training needs, working with the Coordinator to schedule curricula and training sessions, insuring proper supplies, coordinating the maintenance of the Facility, and developing an Operating Budget for submission to the Board for approval. The Operating Committee will be responsible for the development of the operating policy for the Facility and shall forward recommendations with respect to the Facility to the Board as appropriate.

Section 5. Fiscal Matters.

The Board shall designate one of the Members to act as, "Fiscal Agent" for the Association. The Fiscal Agent shall have custody of the Association's funds, shall pay its bills,

shall keep its financial records, and generally conduct the financial affairs of the Association. The Fiscal Agent shall be responsible for such other matters as shall be delegated to it by the Board. The City of Maplewood is hereby appointed as Fiscal Agent until such time as a successor fiscal agent is appointed by the Board.

Any Member may inspect and copy the Association's books and records at any and all reasonable times. All books and records of the Association shall be kept in accordance with normal and accepted accounting procedures and principles used by Minnesota cities.

The Fiscal Agent shall prepare annual financial statements of the Association. A copy of such annual financial statements shall be distributed to each of the Members.

Section 5. Operating Budget.

On or before May 1 of each year, the Board shall prepare and approve a budget for the operation of the Facility for the next calendar year. A copy of the operating budget and a breakdown of each Member's share of the operating cost, using the Cost Sharing Formula, shall be forwarded to each Member by May 15. Each Member shall be responsible for the payment of their share of the operating costs of the Facility. All member fees will be paid by January 15 of each year. If fees are not paid within thirty (30) days, a late fee of one percent (1%) will be assessed to the member department. Fee payments not made within ninety (90) days will come before the board for action. Failure of a Member to pay its proportional share of the operating costs, or additional expenses unanimously approved by the Board shall be grounds for removal of the Member from the Association. To the extent possible, expenses that are exclusively related to one public safety vocation (police or fire) shall be stated separately with the assessment allocated to Members who are participating members for that vocation, including Public Safety Consumables which shall be stated separately and assessed against the Member actually using those items.

Section 6. Facility Coordinator.

A person shall be appointed by the Board to act as the Coordinator for the Facility. The Coordinator shall be an employee of one of the Members and the Member employing the Coordinator shall be entitled to reimbursement of wages, benefits and other payroll related expenses under guidelines established by the Board. The Coordinator shall be responsible for the day to day operation and maintenance of the Facility and other responsibilities as assigned by the Board. The Coordinator shall be responsible for managing rental agreements from any non-Member public safety agency which desires to utilize the Facility for training purposes.

Section 7. Major Improvements.

If recommended by the Operations Committee and approved by the Board in advance and ratified by the governing body of each of the Members, the costs of all major capital additions and improvements to the Facility shall be assessed against each Member based upon the Cost Sharing Formula. Where a Major Improvement is only related to one public safety vocation

(police or fire), the costs shall only be allocated against the participating Members for that vocation.

Section 8. Liability and Insurance.

The East Metro Public Safety Training Facility Association is a separate and distinct public entity to which the parties have transferred all responsibility and control for actions taken pursuant to this Agreement. The East Metro Public Safety Training Facility Association shall defend and indemnify the parties, and their officers, employees, and volunteers, from and against all claims, damages, losses, and expenses, including attorney fees, arising out the acts or omissions of the Joint Powers Board in carrying out the terms of this Agreement.

This Agreement does not constitute a waiver on the limitations of liability set forth in Minnesota Statutes, Section 466.04.

Nothing herein shall be construed to provide insurance coverage or indemnification to an officer, employee, or volunteer of any member for any act or omission for which the officer, employee, or volunteer is guilty of malfeasance in office, willful neglect of duty, or bad faith.

To the fullest extent permitted by law, action by the parties to this Agreement are intended to be and shall be construed as a "cooperative activity" and it is the intent of the parties that they shall be deemed a "single governmental unit" for the purposes of liability, as set forth in Minnesota Statutes, Section 471.59, subd. la(a), provide further that for purposes of that statute, each party to this Agreement expressly declines responsibility for the acts or omissions of another party.

The parties to this Agreement are not liable for the acts or omissions of another party to this Agreement except to the extent they have agreed in writing to be responsible for the acts or omissions of the other parties.

Any excess or uninsured liability shall be borne equally by all the members, but this does not include the liability of any individual officer, employee, or volunteer which arises from his or her own malfeasance, willful neglect of duty, or bad faith.

The Association shall purchase insurance in forms and amounts to adequately protect its insurable interests in the value of the Facility and all other property of the Association against perils of fire, theft, vandalism and Acts of God, and to protect the financial interests of the Association, the Members and their agents and employees, against all claims or lawsuits, including expenses and attorney fees, arising from the ownership, design, operation, and maintenance of the Facility. The policy limits, terms and conditions shall be acceptable to each Member. Costs of insurance shall be included in the Operating Budget.

The Board shall continually assess the need for other policies of insurance deemed necessary and appropriate by the Board to protect the property of Association, to protect the Association from claims and to protect the Members of the Association from any claims that

might be made against them by virtue of their participation in the Association and operation of the Facility.

Section 9. Facility Use.

Each Member shall be entitled to use of the Facility subject to advance scheduling through the Coordinator under the rules and guidelines established by the Operating Committee.

Section 10. Use By Other Public Safety Agencies.

The Board may establish guidelines and policies for use of the Facility by other non-Member public safety agencies for a rental fee. The Coordinator shall implement the guidelines for use of the Facility and shall be in charge of scheduling and collection of rents and fees. Rental use by other non-Member public safety agencies shall not conflict with scheduled activity by any Member. Any rents or fees collected in excess of the yearly operating expenses may at the Board's discretion, be retained for repair or improvements to the Facility, future operating expenses, or returned to the Members in proportion to the Cost Sharing Formula.

ARTICLE III

Section 1. Addition of Members to Association.

Additional Members may be added to the Association upon a majority vote of the Board and the ratification of a majority of the governing bodies of each Member.

Any department that wishes to become a member at any time during the year will be charged based on the formula as listed. Full JPA Member agencies will then be prorated based on the number of months left in that year.

If during that year a Full JPA member department adds or loses a firefighter, there will be no refund for a reduction of firefighters nor will there be an added charge for additional firefighters in that year.

Section 2. Withdrawal from Association.

Any Member may withdraw from the Association by giving written notice of intent to withdraw directed to the attention of the Board members not later than January 1 of the preceding year. A Member's notice of intent to withdraw shall be accompanied by a certified copy of a resolution of the Member's governing body stating its intent to withdraw from the Association. The withdrawing Member shall not be entitled to any refund for its share of the capital costs or fees or operating costs paid under this Agreement. The withdrawing Member waives any and all rights and interest in the Facility as of the date of withdrawal. Any withdrawing Member shall also be responsible for its proportionate share of outstanding operating costs of the Facility through the end of the calendar year in which it gives notice of intent to withdraw.

A withdrawing Member shall not be relieved of responsibility for any foreseen or unforeseen liabilities that may have accrued while they were a member of the Association, including, but not limited to the cost of clean-up of any hazardous substance from the Facility site. A withdrawing Member shall have no claim to assets of the Association including excess fees or rents collected under Article II, Section 10.

Section 3. Dissolution.

Upon unanimous approval by the Members and ratification of the governing bodies of each Member, a dissolution of this Association may be adopted, at which time the liabilities of the Association shall be satisfied from the assets of the Association. The Members further agree that they will share in the cost of clean-up of any hazardous substance caused or created by the Member's usage of the Facility site. Full use and operation of the Facility shall then revert to the City of Maplewood, and all remaining assets shall be divided among the Members at the time of dissolution based on the Cost Sharing Formula.

Section 4. Assignment.

A Member shall not assign or transfer its rights and obligations under this Agreement without the prior unanimous written consent of all other Members and the ratification by the elected bodies of each Member.

Section 5. Amendment.

This Agreement may be amended upon proposal by the Board and approval by the governing body for each Member.

ARTICLE IV.

Section 1. Location of Public Safety Training Facility.

The Association shall provide for the equipping and operation of a public safety training facility. The Facility shall be constructed on property owned by the City of Maplewood and located at 1881 Century Ave North in the vicinity of the intersection of Washington County CSAH 14 and MN Highway 120 to the west within the corporate limits of the City of Maplewood as more specifically described in Exhibit A hereto. Before commissioning of the public safety training facility the Association shall enter a long term ground lease with the City of Maplewood covering the Facility Site for a term of thirty (30) years as indicated in Exhibit B. The lease shall provide for renewal for successive ten year periods at the option of the Association.

Section 2. Ownership of the Public Safety Training Facility.

The City of Maplewood is the owner of the Public Safety Training Facility.

Section 3. Supersedes Previous Agreements.

The Cities of North St. Paul and Lake Elmo and the Oakdale Volunteer Fire Department, Inc. have each previously entered into separate joint powers agreements dated March 25, 2016, January 26, 2016 and December 9, 2015, respectively, with the City of Maplewood regarding the same subject matter as this Agreement. This Agreement supersedes and replaces those previous agreements and constitutes the single joint powers agreement among the parties pertaining to the Facility.

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed by their duly authorized officers by authority of their respective governing bodies.

CITY OF MAPLEWOOD

Mayor _____

City Manager _____

Date: _____

CITY OF LAKE ELMO

Mayor _____

City Clerk _____

Date: _____

CITY OF NORTH ST. PAUL

Mayor _____

City Manager _____

Date: _____

OAKDALE VOLUNTEER FIRE DEPARTMENT INC.

Fire Chief _____

Secretary _____

Date: _____

Appendix A

Full JPA membership

$200 per firefighter annually (Includes the cost of all consumables)

Hour based JPA membership cost (Includes Propane)

0-8 Hours:
$2500

9-20 Hours:
$5000

21-40 Hours:
$8000

41-80 Hours:
$10,000

81-120 Hours:
$12,000

120+ Hours: $100/Hour

THE CITY OF LAKE ELMO

STAFF REPORT

DATE: March 7, 2017
CONSENT
ITEM #: 11

AGENDA ITEM: Environmental Committee Appointments

SUBMITTED BY: Kristina Handt, City Administrator

BACKGROUND:
As was discussed at previous meetings, staff is presenting the applications for the Environmental Committee.

ISSUE BEFORE COUNCIL:
Who should the Council appoint to the Environmental Committee?

PROPOSAL:
Council members were emailed copies of the application materials from the following:
Brenda Jo Carlson
Dominic Travis
Scott Drommerhausen
Beverly Schwalbach
Tedi Carlson

FISCAL IMPACT:
NA

OPTIONS:
1) Appoint to Brenda Jo Carlson, Dominic Travis, Scott Drommerhausen, Beverly Schwalbach, and Tedi Carlson the Environmental Committee
2) Appoint other members to the Environmental Committee
3) Do not make any appointments to the Environmental Committee

RECOMMENDATION:
If removed from the agenda:

"Motion to appoint Brenda Jo Carlson, Dominic Travis, Scott Drommerhausen, Beverly Schwalbach, and Tedi Carlson to the Environmental Committee"

ATTACHMENTS:
- None

THE CITY OF LAKE ELMO

STAFF REPORT

DATE: March 7, 2017
REGULAR
ITEM #: 12

AGENDA ITEM: Human Resources Committee Appointment

SUBMITTED BY: Kristina Handt, City Administrator

BACKGROUND:
At the February 21st meeting, Council vote was split 2-2 with one member absent, on appointing Mike Reeves tot eh Human Resources Committee. Since there will be a full Council at the March 7th meeting, the item will be brought back before the Council.

ISSUE BEFORE COUNCIL:
Who should the Council appoint to the Human Resources Committee?

PROPOSAL:
Council members were emailed a copy of Mike Reeves' application previously.

There are currently three vacant positions on the Human Resources Committee.

FISCAL IMPACT:
NA

OPTIONS:
1) Appoint Mike Reeves to the Human Resources Committee
2) Appoint other members to the Human Resources Committee
3) Do not make any appointments to the Human Resources Committee

RECOMMENDATION:
"Motion to appoint Mike Reeves to the Human Resources Committee"

ATTACHMENTS:
- None

THE CITY OF
LAKE ELMO

STAFF REPORT

DATE: March 7, 2017
CONSENT
ITEM #: 12

AGENDA ITEM: Brookfield Lease Amendment

SUBMITTED BY: Kristina Handt, City Administrator

BACKGROUND:
In September 2014, the City entered into a lease agreement for the office space in the Brookfield building where the administration and finance departments are located. A copy of that lease is attached for reference.

ISSUE BEFORE COUNCIL:
Should the Brookfield lease be amended?

PROPOSAL:
A copy of the proposed lease amendment is included in your packet. It deletes the Right of First Refusal and in exchange extends the lease by one year with no increase in the rate and allows for the option of an additional year extension at a 2% increase.

A lease extension is beneficial for the city in that the city hall facility needs will likely not be addressed by September 30, 2019. The one to two year extension will provide the city with adequate time to research and evaluate the options presented in the space needs study and construct the needed space. An RFP for a space needs study is out at this time and it is anticipated the final report will not be completed until late summer 2017.

FISCAL IMPACT:
The annual lease amount in the fifth year of the current contract is $33,223. That same amount would be extended for year six. If the City exercises the option for the seventh year, the annual rent amount would be $33,887.46.

OPTIONS:
1) Approve the lease amendment
2) Do not approve the lease amendment

RECOMMENDATION:
If removed from the consent agenda:

"Motion to adopt the amendment of the Brookfield Lease."

ATTACHMENTS:
- Current Brookfield Lease
- Proposed Amendment to Lease

LEASE AGREEMENT

THIS LEASE AGREEMENT, made this 2nd day of September, 2014, by and between Lake Elmo Associates, L.L.P. (hereafter called "Landlord") and the City of Lake Elmo (hereinafter called "Tenant"),

WITNESSES, that the Landlord, in consideration of the rents and covenants hereinafter mentioned, does hereby lease to the said Tenant, and the said Tenant does hereby hire and take from the Landlord the following-described real estate (hereinafter called "Premises") situated in the City of Lake Elmo, County of Washington and State of Minnesota, to-wit:

> That certain rental space in a building owned by Landlord and located on the southwest corner of the first floor of Lot One (1), Block Two (2), BROOKMAN ADDITION, which rental space totals 2461 square feet; the post office address of said building is 3880 Laverne Avenue North, Lake Elmo, Minnesota 55042.

TO HAVE AND TO HOLD the Premises for a term of five (5) years, beginning October 1, 2014 and continuing to and including the 30th day of September, 2019, on the following terms and conditions:

1. Rent. Tenant shall pay to Landlord, during the term of this Lease, rent for the first and second year in the sum of $29,532.00 per year; said rent shall be paid in equal monthly installments of $2,461.00 each, to be paid on the first day of each month.

Tenant shall pay to Landlord, rent for the third and fourth year in the sum of $31,993.00 per year; said rent shall be paid in equal monthly installments of $2,666.00 each, to be paid on the first day of each month.

Tenant shall pay to Landlord, rent for the fifth year in the sum of $33,223.00 per year; said rent shall be paid in equal monthly installments of $2,769.00 each, to be paid on the first day of each month.

Tenant shall, also, pay as additional rent, in the year 2016 and thereafter, during the term or any extension thereof, Tenant's pro rata share of any increase in:

a) real estate taxes on said building over and above taxes payable in the year 2016;

b) utility costs over and above the total utility costs for the entire building payable in the year 2016. "Utility costs" as used herein shall mean the costs of heating, air-conditioning, water service, sewer service, electric power service and trash-removal.

The additional rent to be paid by Tenant shall be based on the ratio of the total floor area of the Tenant's Premises to the total rentable floor area of the building.

The tenant shall pay any such additional rent to Landlord, monthly in advance by paying an amount equal to one-twelfth (1/12) of Tenant's share of any such increase in real estate taxes and utility costs, as estimated by Landlord. Adjustments shall be made, if necessary, at the end of each calendar year based on actual costs.

2. Use of Premises. Unless otherwise agreed by the Landlord, in writing (which consent the Landlord shall not unreasonably withhold) the Tenant shall use the Premises only for purposes incidental to Tenant's business which is a City Office but, in any case, not for any purpose which may be hazardous on account of fire or other risk. The premises shall be used in accordance with all ordinances, rules, regulations or orders of any public authority having jurisdiction over the Premises.

3. Indemnification. The Tenant will indemnify and hold Landlord harmless as against any and all liability or claims by or in behalf of any person, firm, association, corporation or governmental authority arising from or incidental to the Tenant's use of said premises. The Tenant at its expense shall maintain in full force and effect, with Landlord named as additional insured, public liability insurance coverage with respect to the Premises in a minimum aggregate amount satisfactory to Landlord and shall deposit with Landlord evidence of such insurance.

4. Utilities. Landlord without additional charge, shall provide and maintain adequate mechanical apparatus to furnish satisfactory heating, air-conditioning, water service, sewer service, and electrical power service to the Premises and Landlord shall pay for all heating, air-conditioning, water service or sewer service, electric power service and trash-removal costs attributable to Tenant's occupancy of the Premises (except as provided in this paragraph 4 at no cost to Tenant except the rent and additional rent provided above in paragraph 1. Provided, however, that if any Tenant shall conduct any activity or use any equipment in Tenant's Premises which would require utilities such as gas, water, or electric power in an amount significantly greater than might reasonably be expected for general office use, then such Tenant shall be required to pay an amount equal to any increase in utility costs to Landlord over and above normal costs. If Landlord determines that the volume of Tenant's refuse is substantially greater than the average volume of other tenants, Tenant shall pay as additional rent a reasonable charge for the additional cost of refuse removal attributable to Tenant's greater volume.

5. Operation and Maintenance of Common Area. For the purpose of this Lease, the term "Common Area" shall be defined as all that portion of the real estate in which the Premises are located including hallways, stairs, atria, landscaped areas, parking facilities and other improvements excepting that area which is presently leased to tenants or is proposed to be leased to tenants.

Landlord agrees to manage, operate and maintain during the term of this lease and any renewal thereof all sidewalks, parking lots and driveways, landscaping, and lighting facilities with the Common Area, to a normal and reasonable standard for a professional office building. The manner in which such Common Area and facilities shall be maintained and the expenditures therefore shall be at the sole discretion of Landlord, who shall have the right to adopt and promulgate reasonable rules and regulations, from time-to-time, including the right to restrict tenant and tenant's employees from parking areas reserved for customers of the various tenants.

Landlord has made no representation as to identity, type, size or number of other tenancies in the building, and Landlord reserves the unrestricted right to change the building perimeters, driveways, office sizes, identity and type of other tenancies provided, however, there shall always be reasonable access to tenant's Premises.

Landlord hereby grants to Tenant, its employees, agents, customers and invitees, the non-exclusive right for and during the term of this Lease and any renewal thereof to use Common Area from time-to-time constituted, such use to be in common with Landlord and all tenants of Landlord from time-to-time, its and their employees, agents, customers and invitees, except when the same are being repaired. Tenant shall not at any time interfere with the rights of Landlord and other tenants, its and their employees, agents, customers and invitees, to use any part of the Common Area.

6. Assignment or Sublease. The Tenant shall not assign or sublease the whole or any part of the Premises without prior written permission of the Landlord, which permission will not unreasonably be withheld.

7. Repairs and Improvements. The Tenant shall be responsible for all repair and improvements to the interior of the Premises. During the time of this Lease and any renewal thereof, Tenant agrees to keep the interior of the premise in as good a state of repair as the same now is, except for reasonable use and wearing thereof.

Tenant shall replace any glass broken by Tenant.

Tenant shall make such leasehold improvements and install such fixtures and equipment as may be necessary for the operation of Tenant's business, all of which shall be made to Premises at Tenant's own cost and expense.

At any time after the installation of Tenant's original leasehold improvements, Tenant may, after written approval of Landlord, make such alterations, additional improvements and repairs to the Premises, and install such additional fixtures and equipment as may be necessary for the operation of Tenant's business, all of which shall also be made at Tenant's own cost and expense.

On the expiration of this Lease, or sooner termination thereof, improvements or alterations made shall become a part of the premises and shall belong to the Landlord without compensation to the Tenant, except that Tenant shall before the termination date remove any improvements or alterations which had not been consented to by the Landlord, if so requested by the Landlord. The Tenant may remove all or any part of the furniture and business equipment placed in, on or about the Premises by Tenant and upon removal, the Tenant shall at Tenant's expense repair and restore the Premises in as good, clean, sanitary and safe condition as they are now, ordinary use and reasonable wear and tear excepted.

8. Signs and Displays. Tenant shall not place any signs or displays in windows, on the exterior or interior Common Area of the building or any other place which would be visible from outside the building or the Common Area without specific written consent of the Landlord. It is understood, however, that Landlord shall permit at least one identification sign to be placed outside of the building and at least one identification sign inside the building but such signs shall be designed according to reasonable standards established by the Landlord for the purpose of maintaining a harmonious and aesthetically pleasing exterior for the building.

9. Inspection. The Landlord reserves the right to enter the Premises at all reasonable times to view them, or to show them to a mortgagee or to a purchaser, or to make repairs, alterations or improvements, all with prior Tenant approval which shall not be unreasonably withheld.

10. Hold harmless. Tenant shall not be liable to Landlord, nor shall Landlord be liable to Tenant for any expense or damage resulting from a peril which can be insured against under the Minnesota standard form office insurance policy, with extended coverage endorsement added, anything contained in this lease to the contrary notwithstanding.

11. Condemnation. If the whole or any part of the Premises shall be condemned by any public authority or any corporation in condemnation proceedings then, at the option of the Tenant, to be exercised in writing within sixty (60) days of the date of condemnation, this Lease shall cease upon the date that title passes to the condemnor and, if the option is exercised, the Tenant shall not be liable for payment of rent beyond that date.

12. Destruction of Premises. In the event the Premises shall be destroyed or so injured by fire, the elements, or any other cause, so as to be partially or wholly untenantable, then at the option of the Tenant, the term of this Lease shall cease and the liability of the Tenant for further rent shall cease as of the date of the damage. If the Tenant shall, however, elect to continue the Lease, the Landlord shall restore the Premises to a tenantable condition substantially as before the destruction if such restoration is reasonably practical, and rent shall abate on that portion of the Premises which is untenantable until it is restored to a tenantable condition.

13. Default by Tenant. In case of default by the Tenant in the payment of any rent or in performance of any of the agreements and covenants herein contained, the Landlord may, at its option, and after ten (10) days written notice to Tenant during which time Tenant shall have the right to remove such default, terminate this Lease Agreement, re-enter and take possession of the Premises (without working a forfeiture of the rent to be paid by the Lessee for the remainder of the term of the Lease) and exercise any and all other rights and remedies provided Landlord by law. No waiver of a breach of any of the covenants or conditions of this Lease shall be construed as a waiver of any subsequent breach of the same covenants or conditions.

14. Peaceable Possession. The Landlord covenants that the Tenant on paying the rents required by Tenant and upon performing the agreements and covenants required of Tenants, shall and may peacefully and quietly have, hold and enjoy the Premises for the term aforesaid.

15. Parking. Landlord agrees to provide reserved parking spaces as may reasonably be required for Tenant's business use but not to exceed five (5) spaces. The location of such reserved spaces shall be determined by the Landlord.

16. Notices. Any notices, payment or demand, permitted or required to be given or made pursuant to this Lease shall be delivered personally or mailed by Registered or Certified United States mail to the addresses hereinafter set forth. Such notices, demand, or payment shall be deemed timely given or made when delivered personally or when deposited in the United States mail in accordance with the above. The addresses of the parties are as follows:

If to Landlords: Lake Elmo Associates, L.L.P.
3880 Laverne Avenue North
Lake Elmo, MN 55042

If to Tenant: City of Lake Elmo
3880 Laverne Avenue North
Lake Elmo, MN 55042

17. Binding Effect. The terms and conditions of this Lease shall extend, apply to and firmly bind the heirs, executors, administrators, successors and assigns of the respective parties.

18. Renewal. Tenant shall give Landlord, prior to the expiration of the term of this lease, one hundred eighty (180) days notice, in writing of its desire to renew the Lease terms.

19. Miscellaneous.

a) The rented Premises are delivered "as is" with existing furniture and fixtures in the Premises as of September 1, 2014, and Tenant may use this furniture and fixtures at no additional rent.

b) Tenant may use and occupy the Premises as of September 1, 2014 for no additional rent.

c) Parties agree that for no additional consideration Tenant shall have during the period of this Lease a Right of First Refusal to purchase the building in the event owner places the building on the market for sale.

IN WITNESS WHEREOF, the parties have hereunto caused these presents to be executed the day and year first above written.

TENANT:

CITY OF LAKE ELMO

By: _____
Its: Mayor
9-2-14

LANDLORD:

LAKE ELMO ASSOCIATES, L.L.P.

By: _____
Its: Partner
9/2/14

FIRST AMENDMENT TO LEASE AGREEMENT

This First Amendment to Lease Agreement ("Amendment") is made this ____ day of ____, 2017, by and between Lake Elmo Associates, L.L.P., a Minnesota limited liability partnership ("Landlord") and the City of Lake Elmo, a Minnesota municipal corporation ("Tenant").

WHEREAS, Landlord and Tenant entered into that certain Lease Agreement dated as of September 2, 2014 (the "Lease") providing for the rental by Tenant of 2461 square feet of office space on the first floor of the southwest corner of a building owned by Landlord located at: 3880 Laverne Avenue North, Lake Elmo, Minnesota, legally described as follows:

Lot 1, Block 2, Brookman Addition, County of Washington, State of Minnesota.

(the "Premises"); and

WHEREAS, Landlord and Tenant wish to amend the Lease as follows; and

NOW, THEREFORE, in consideration of the premises and the mutual obligations of the parties hereto, the Landlord and the Tenant hereby agree as follows:

1. Amendment to the Third Recital of the Lease. The Third Recital of the Lease is amended as follows:

   TO HAVE AND TO HOLD the Premises for a term of six years, beginning October 1, 2014 and continuing to and including the 30th day of September, 2020, on the following terms and conditions:

2. Amendment to the Third Paragraph of Paragraph 1 of the Lease. The third paragraph of Paragraph 1 of the Lease is amended as follows:

   Tenant shall pay to Landlord, rent for the fifth and sixth years in the sum of $33,223.00 per year; said rent shall be paid in equal monthly installments of $2,769.00 each, to be paid on the first day of each month.

3. Amendment to Paragraph 18 of the Lease. Paragraph 18 of the Lease is amended as follows:

   18. Renewal. Tenant shall have the option to renew this Lease for an additional one year term (commencing on October 1, 2020 and ending on September 30, 2021). Tenant shall give Landlord 180 days' notice prior to the expiration of the term of this Lease that it intends to renew the Lease for the additional one year term. If Tenant exercises its option to renew the Lease, all terms of this Lease shall remain the same unless otherwise agreed to in writing by Tenant and Landlord, with the exception that the parties agree that the rent for the renewal term shall increase two percent to $33,887.46 per year; and rent shall be paid in equal monthly installments of $2,823.96, to be paid on the first day of each month.

4. Amendment to Paragraph 19 of the Lease. Item (c) of Paragraph 19 of the Lease is removed in its entirety.

5. Miscellaneous. Except as specifically provided herein, the terms and conditions of the Lease are confirmed and continue in full force and effect.

IN WITNESS WHEREOF, Landlord and Tenant have executed this First Amendment to Lease Agreement as of the date written above.

Landlord

LAKE ELMO ASSOCIATES,L.L.P.

By: _____

Its: _____

Tenant

CITY OF LAKE ELMO

By: _____
Mike Pearson
Its: Mayor

By: _____
Julie Johnson
Its: City Clerk

THE CITY OF LAKE ELMO

STAFF REPORT

DATE: 3/7/2017
REGULAR
ITEM #: 13

TO:	City Council
FROM:	Emily Becker, City Planner
AGENDA ITEM:	City's Shoreland Management Overlay District Ordinance Amendment
REVIEWED BY:	Stephen Wensman, Planning Director

BACKGROUND:

At its 2/21/2017 meeting, the Council discussed proposed Shoreland Management Overlay District Ordinance amendments. These amendments were proposed in order to bring the City's Shoreland Management Overlay District Ordinance in to compliance with standards set forth by Minnesota Administrative Rules, Chapter 6120: Shoreland and Floodplain Management. Minnesota Rules Part 6120.2800 requires Minnesota cities designated by the commissioner in consultation with the appropriate county adopt land use controls that are in compliance with this Chapter.

The Council had some reservations regarding some of the proposed amendments and tabled the discussion to tonight's meeting.

ISSUE BEFORE COUNCIL:

The Council is respectfully requested to consider the Minnesota Department of Natural Resources (MNDNR)-approved amendments to Section 154.800: Shoreland Management Overlay District of the Zoning Code.

PROPOSAL DETAILS/ANALYSIS:

Staff consulted the MNDNR regarding the concerns the Council voiced during the 2/21/2017 meeting. MNDNR responses are attached. The following summarizes these responses:

- Concern: Other cities do not have shoreland ordinances, so why does Lake Elmo need to comply when other cities do not.
    - Response: Lake Elmo has many more public water resources that have shoreland classifications than Oakdale and is a high priority for having a shoreland ordinance.
- Concern: Berschen's Pond was added to the shoreland ordinance. If the pond is 10 acres or more, it becomes a NE lake. Has the pond been surveyed to meet this requirement? How does the MNDNR add waters to its shoreland list?
    - Response: Berschen's Pond has had a Natural Environment (NE) classification since the 1970's when the DNR first established the shoreland classification list but was taken out during the shoreland ordinance 2014 amendment that was not

approved by the MNDNR. It is a landlocked depression with no natural outlet and is a shallow lake/wetland that is prone to water level fluctuations, as is indicated by the fact that the pond and surrounding area is within the 100-year floodplain. The City can make a formal request to have this removed, provided there is documentation to justify this change.

- Concern: Reservations about the need for variances when existing non-conforming lots want to build decks or other structures that do not encroach further toward the lake. The concern is that there will be too many variances, the variance process is often too subjective.
    - Response: The MNDNR Model Ordinance allows for deck additions meeting certain provisions as well as setback averaging. Language from the model ordinance has been added to the proposed ordinance amendment. A separate, redlined attachment shows this added language.
- Concern: Why is the setback the same, 150', in the rural and urban districts for Natural Environmental Lakes, when for other lakes the setbacks differ.
    - Response: Natural Environment lakes are especially sensitive water bodies that are typically shallower and more wetland in character, and therefore are far more sensitive to phosphorus pollution due to surface water runoff and water quality degradation. A greater setback allows more space for riparian buffers that can reduce phosphorus pollution reaching the lake. The MNDNR will not provide flexibility for this standard.
- Concern: Also, how does the DNR determine the difference between Recreational Development Lakes and Natural Environmental Lakes. Can the lake classifications change?
    - Response: See attached email for how classifications are determined. The City may request reclassification, provided a resolution and supporting, relevant data request are sent to the MNDNR. Reductions in setback may also be requested provided there is a valid necessity and mitigation is provided.

FISCAL IMPACT:

None.

OPTIONS:

The Council may:

- Approve the ordinance amendment as proposed.
- Make changes to and approve the ordinance amendment (this may result in the MNDNR retracting their approval and possibly taking further action).
- Deny the ordinance amendment.

RECOMMENDATION:

Staff, the MNDNR, and the Planning Commission recommend that the Council approve the proposed ordinance amendment to the City's Shoreland Management Overlay District Ordinance.

"Move to approve Ord. 08-166 amending Section 154.800: Shoreland Management Overlay District of the Zoning Code."

In addition, Staff recommends that the City Council authorize summary publication of the approved ordinance through the following resolution:

"Move to adopt Resolution 2017-012 authorizing summary publication of Ordinance 08-166"

ATTACHMENTS:

- Email from Jen Sorenson from MNDNR providing responses to Council concerns communicated at 2/21/2017 meeting.
- Redlined version showing changes to Nonconformities section.
- Proposed Ordinance 08-166 (no redlines).
- MNDNR contingent approval letter and redlined version of ordinance.
- Resolution 2017-012.

From: Kristina Handt
To: Stephen Wensman; Emily Becker
Subject: FW: DNR Response to Questions on Lake Elmo"s Revised Shoreland Ordinance
Date: Friday, February 24, 2017 4:22:52 PM
Attachments: 0000-00-00LakeElmoSLClassList.pdf
Shoreland Model Ordinance_010917_with commentary.pdf

Let's use the DNR's language from the model ordinance about decks. No need to be as restrictive as Scandia.

Kristina Handt
City Administrator, City of Lake Elmo
khandt@lakeelmo.org
651.747.3905

From: Sorensen, Jenifer (DNR) [mailto:jenifer.sorensen@state.mn.us]
Sent: Friday, February 24, 2017 3:17 PM
To: Stephen Wensman <SWensman@lakeelmo.org>
Cc: Emily Becker <EBecker@lakeelmo.org>; Kristina Handt <KHandt@lakeelmo.org>; Shillcox, Jennifer (DNR) <jennifer.shillcox@state.mn.us>; Metzker, Kathleen (DNR) <Kathleen.Metzker@state.mn.us>; Petrik, Daniel (DNR) <Daniel.Petrik@state.mn.us>; John Hanson (jhanson@barr.com) <jhanson@barr.com>
Subject: DNR Response to Questions on Lake Elmo's Revised Shoreland Ordinance

Steve –

You have sent several emails this week with questions that came up during the City Council's review of Lake Elmo's shoreland ordinance on 2/21/17. I've summarized those questions below, with responses from DNR. Please let me know if you have additional questions prior to the next review by City Council.

1. Oakdale does not have a shoreland ordinance. Is Oakdale going to approve the DNR's regulations? If not, why not?

DNR Response: All cities are required by statute (MS 103F.221) to have a shoreland ordinance. Because of the large number of Minnesota cities with shoreland and limited DNR staff resources, DNR prioritizes cities it works with based on the amount of their shoreland resources. Lake Elmo has many more public water resources that have shoreland classifications than Oakdale. Therefore, Lake Elmo is a high priority for having a shoreland ordinance. Prior to 2014, Lake Elmo had a shoreland ordinance in place that was approved by DNR. The shoreland ordinance adopted by the City in 2014 was not approved by DNR and is not substantially compliant with the state shoreland rules. This is why the City is currently updating its shoreland ordinance language.

2. Berschen's Pond was added to the shoreland ordinance. If the pond is 10 acres or more it becomes a NE lake. Has the pond been surveyed to meet this requirement? How does the DNR add waters to its shoreland list?

DNR Response: Berschen's Pond (PWI# 82010500) has had a Natural Environment (NE) shoreland classification since the 1970's when DNR first established the shoreland classification list for Lake Elmo (see attached file). The City of Lake Elmo did not contest this list at the time it was established. Berschen's Pond has been included in Lake Elmo's shoreland ordinance since at least 1993, except that it was not included in the shoreland ordinance adopted by the City in 2014. The shoreland ordinance adopted by the City in 2014 was not approved by DNR and is not substantially compliant with the state shoreland rules. This is why the City is currently updating its shoreland ordinance language.

The City of Lake Elmo could make a formal request to DNR to remove the NE shoreland classification from Berschen's Pond. With this request, the City would need to provide documentation to justify the change.

The 10 acre minimum size used by DNR to assign shoreland classification was only a guideline, and size alone was not the sole determining factor for DNR when determining what public waters were assigned shoreland classifications. Berschen's Pond is a landlocked depression with no natural outlet (except at high water levels). It is a shallow lake/wetland that is prone to water level fluctuations, as is indicated by the fact that the pond and surrounding area is within the 100-year floodplain (shown in yellow on the map below). Building in the floodplain triggers both City and Valley Branch Watershed District (VBWD) floodplain regulations, increasing development costs in these areas. As listed in the VBWD plan, the normal water level for Berschen's Pond is 915 feet and the 100-year floodplain elevation is 925 feet. Under VBWD rules, the minimum floor elevation of structures in the floodplain must be 2 feet higher than the 100-year floodplain elevation. VBWD also has wetland buffer requirements, and for Berschen's Pond, the buffer requirement is 75 feet (from VBWD MnRAM assessment).



3. City Council had reservations about the need for variances when existing non-conforming lots want to build decks or other structures that do not encroach further toward the lake. The concern is that there will be too many variances and that the variance process is often too subjective.

DNR Response: The state shoreland rules and DNR's model shoreland ordinance (see attached document, p. 23) have a provision that allows decks to encroach toward the water without a variance on lots platted before the shoreland rules were put in place (nonconforming lots). Additionally, the setback averaging provision allows structure setbacks to be determined based on the average of setbacks on adjacent lots, without a variance. The language below (from Scandia's shoreland ordinance), except that highlighted in green, is directly from the state shoreland rules and the DNR's model shoreland ordinance. This language is acceptable for incorporation into the City's shoreland ordinance. The green highlighted language can be included if desired, as this would be considered a slightly higher standard.

(2) Deck additions may be allowed without a variance to a structure not meeting the required setback from the ordinary high water level if all of the following criteria and standards are met:
(A) The structure existed on the date the structure setbacks were established.
(B) A thorough evaluation of the property and structure reveals no reasonable location for a deck meeting or exceeding the existing ordinary high water level setback of the structure.
(C) The deck encroachment toward the ordinary high water level does not exceed 15 percent of the existing setback of the structure from the ordinary high water level or does not encroach closer than 30 feet, whichever is more restrictive.

(D) No deck on a nonconforming structure shall exceed 10 feet in width.
(E) The deck is constructed primarily of wood, and is not roofed or screened.
(F) A certificate of compliance is obtained from the Zoning Administrator.

4. Why is the setback the same, 150', in the rural and urban districts for NE lakes, when for other lakes the setbacks differ?

DNR Response: State shoreland rules specify a structure setback of 150 feet for both sewered and unsewered lots on Natural Environment (NE) lakes. NE lakes are especially sensitive water bodies – they are typically shallow and more wetland in character than Recreational Development (RD) and General Development (GD) lakes, which are larger and deeper. Shallow lakes are far more sensitive to phosphorus pollution due to surface water runoff and water quality degradation. Having a greater setback on a NE lake creates a larger shore impact zone (SIZ) (since the SIZ is ½ the structure setback) which allows more space for riparian buffers that can reduce the amount of phosphorus pollution reaching the lake.

When approving Lake Elmo's shoreland ordinance, DNR will be reviewing the ordinance against the state's shoreland standards, and the expectation by DNR is that the setback for both sewered and unsewered lots on NE lakes will be 150 feet. DNR will not approve flexibility to this standard for all NE lakes regulated under Lake Elmo's shoreland ordinance because structure setback standards are one of the most important standards in the rules, especially for greenfield development.

5. How does DNR determine the difference between lakes with a Recreational Development (RD) shoreland classification and lakes with a Natural Environment (NE) shoreland classification? Can the shoreland classification for a lake change?

DNR Response: The different shoreland classifications reflect differences in various physical and biological characteristics of the public waters, which in turn has an impact on the amount of use and development that an individual lake or wetland can tolerate.

General Development (GD) lakes are the biggest and deepest and can tolerate the most development and surface water use without being degraded. GD lakes usually have more than 225 acres of water per mile of shoreline and 25 dwellings per mile of shoreline at the time of classification, and are more than 15 feet deep. At the time of shoreland classification they were often already extensively used for recreation and heavily developed around the shore.

Recreational Development (RD) lakes usually medium-sized lakes of varying depth and shape, with a variety of landform, soil, and groundwater situations on the lands around them. They typically have between 60 and 225 acres of water per mile of shoreline, between 3 and 25 dwellings per mile of shoreline at the time of classification, and are more than 15 feet deep. At the time of classification they were usually characterized by having moderate levels of recreational use and development and often had capacities for accommodating additional development and use.

Natural Environment (NE) lakes usually have less than 150 total acres, less than 60 acres per mile of shoreline, and less than three dwellings per mile of shoreline at the time of classification. They are

typically small, may have some winter kill of fish, may have a shallow, swampy shoreline, and are less than 15 feet deep. NE lakes are the smallest and most sensitive to degradation from use and development, so they have the largest requirements for lot size, setbacks, etc. NE lakes may also have unique features that are susceptible to harm like shallow depth and groundwater recharge function, which also merit increased protection standards. Shallow lakes are far more sensitive to phosphorus pollution due to surface water runoff and water quality degradation. They may have adjacent lands with constraints for development such as high water tables, exposed bedrock, and unsuitable soils. These lakes, particularly in rural areas, usually did not have much existing development or recreational use at the time the classifications were assigned.

A local government can request reclassification of a public water basin. If the local government thinks a basin should be reclassified, it should submit a resolution and supporting data requesting a change to the DNR (see MN Rules 6120.3000 Subpart 4). Any reclassification request would be evaluated on physical and biological evidence, not on present or future development plans. As an alternative, if a local government is interested in reducing the setback of a particular lake, they could request flexibility under the shoreland rules. There would need to be a good reason for making the change (for example, the lake is already fully developed and thus the greater setback can't be met) and the local government would need to offer some way to mitigate the consequences of reduced protection.

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2. Vegetation and topographic alterations other than routine maintenance;

3. Construction of additional buildings or storage of vehicles and other materials; and

4. Uncontrolled beaching of watercraft.

iv. Development organization and functioning. All planned unit developments must use an owners association with the following features:

1. Membership must be mandatory for each dwelling unit owner and any successive owner;

2. Each member must pay a pro rata share of the association's expenses, and unpaid assessments can become liens on units or dwelling sites;

3. Assessments must be adjustable to accommodate changing conditions; and

4. The association must be responsible for insurance, taxes, and maintenance of all commonly owned property and facilities.

12. *Nonconformities.*

a. All legally established nonconformities as of the date of this ordinance may continue, but will be managed according to Minnesota Statutes, Section 462.357 Subd. 1e and other regulations of this community for alterations and additions; repair after damage; discontinuance of use; and intensification of use.

b. All additions or expansions to the outside dimensions of an existing nonconforming structure must meet the setback, height, and other requirements of this ordinance. Any deviation from these requirements must be authorized by a variance.

c. *Setback averaging.* Where structures exist on the adjoining lots on both sides of a proposed building site, structure setbacks may be altered without a variance to conform to the adjoining setbacks from the OHWL, provided the proposed structure is not located in a shore impact zone or in a bluff impact zone;

d. *Setbacks of decks.* Deck additions may be allowed without a variance to a structure not meeting the required setback from the ordinary high water level if all of the following criteria and standards are met:

i. The structure existed on the date the structure setbacks were established.

ii. A thorough evaluation of the property and structure reveals no reasonable location for a deck meeting or exceeding the existing ordinary high water level setback of the structure.

iii. The deck encroachment toward the ordinary high water level does not exceed 15 percent of the existing setback of the structure from the ordinary high water level or does not encroach closer than 30 feet, whichever is more restrictive.

iv. The deck is constructed primarily of wood, and is not roofed or screened.

13. *Surface Water-Oriented Uses.* Uses with needs to have access to and use of public waters may be located on parcels or lots with frontage on public waters must meet the following standards:

CITY OF LAKE ELMO
COUNTY OF WASHINGTON
STATE OF MINNESOTA

ORDINANCE NO. 08-166

AN ORDINANCE AMENDING SHORELAND MANAGEMENT DISTRICT RESTRICTIONS TO OBTAIN COMPLIANCE WITH DEPARTMENT OF NATURAL RESOURCES SHORELAND ORDINANCE REQUIREMENTS.

SECTION 1. The City Council of the City of Lake Elmo hereby amends Title XV: Land Usage; Chapter 154: Zoning Code; Article XIX; Section 154.800 to read the following:

ARTICLE 19. SHORELAND MANAGEMENT OVERLAY DISTRICT

§154.800 Shoreland Management Overlay District

§154.800 Shoreland Management Overlay District

A. *Purpose.* The ordinance is adopted pursuant to the authorization and policies contained in Minnesota Statutes, Chapter 103F, Minnesota Regulations, Parts 6120.2500-6120.3900, and the planning and zoning enabling legislation in Minnesota Statutes, Chapter 462. The purpose of the Shoreland Management Overlay District is to preserve and enhance the quality of surface waters and conserve the economic and natural environmental values of shorelands through the following activities:

1. Regulate placement of sanitary and waste treatment facilities on shorelands of public waters to prevent pollution of public waters and public health hazards resulting from the facilities.
2. Regulate alteration of shorelands of public waters to prevent excessive sediment pollution, increased water runoff and excessive nutrient runoff pollution.
3. Preserve and enhance the unique aesthetic appearance and ecological value of the shoreland.
4. Regulate the construction of buildings and changes of land use in shorelands to minimize property damage during periods of high water.

B. *Definitions.* Words, terms and phrases, when used in this section, shall have the meanings ascribed to them in Subd. 01: Definitions; of Chapter 11: General Code Provisions, except where the context clearly indicates a different meaning.

C. Shoreland Management Overlay District

1. *Shoreland Classifications.* The public waters in Table 17-1 have been classified by the commissioner of natural resources, consistent with the classifications assigned by the commissioner under Minnesota Rules, part 6120.3300, as: natural environment (NE), recreational development (RD) and tributary (T) shorelands.

Table 17-1: Shoreland Classifications

DNR ID #	Name	Location	Ordinary High Water Level	Class
82011601	Armstrong (north of CSAH 10)	Sec 28, T29, R21	1020.3	NE
82011602	Armstrong (south of CSAH 10)	Sec 28, T29, R21	1019.3	NE

82009900	Clear	Sec 2 & 11, T29, R21	-	NE
82010100	DeMontreville	Sec 4, 5 & 9,T29, R21	929.3	RD
82010500	Berschen's Pond			NE
82011000	Downs	Sec 24, T29, R21	889.1	NE
82010900	Eagle Point	Sec 22 & 27, T29, R21	896.5	NE
82010600	Elmo	Sec 13, 14, 23, 24 & 26, T29, R21	885.6	RD
82010800	Friedrich Pond	Sec 15 & 22, T29, R21	-	NE
82011300	Goose	Sec 27, 34 & 35, T29, R21	924.4	NE
82011100	H.J. Brown Pond	Sec 26, T29, R21	-	NE
82007400	Horseshoe	Sec 25, T29, R21	876.8	NE
82010400	Jane	Sec 9 & 10, T29, R21	924.0	RD
82011700	Kramer	Sec 35, T29, R21	-	NE
82010300	Olson	Sec 8 & 9, T29, R21	929.3	RD
N/A	Raleigh Creek North (to Eagle Point Lake)	Sec 16, 21 & 22, T29, R21	-	T
N/A	Raleigh Creek South (Eagle Point Lake to Lake Elmo)	Sec 22, 23 & 227, T29, R21	-	T
82011200	Rose	Sec 25 & 36, T29, R21	-	NE
82010700	Sunfish	Sec 14, T29, R21	896.4	NE
82010000	Unnamed	Sec 4, T29, R21	-	NE
82031300	Unnamed	Sec 12, T29, R21	-	NE
N/A	Unnamed to Wilmes Lake	Sec 33, T29, R21	-	T
N/A	Unnamed Tributary	Sec 25, T29, R21	-	T

Classifications

RD = Recreational Development Lake Classification

NE = Natural Environment Lake Classification

T = Tributary River Classification

Notes to Table 17-1:

a. As measured from and perpendicular to the ordinary high water level (OHWL)

2. Land Uses in Shoreland Districts. All uses of land shall be regulated by the applicable zoning district subject to applicable conditions. Notwithstanding the underlying zoning district, the following uses shall be regulated in shoreland districts as specified in Table 17-2:

Table 17-2: Permitted (P) and Conditional (C) Uses, Shoreland Classifications

	Shoreland Classification		
Land Uses	Recreational Development	Natural Environment	Tributary River
Residential	P	P	P

Commercial	P	C	C
Public and Civic Uses	P	C	C
Outdoor Recreation[a]	C	C	C
Agricultural and Related Uses[b, c]	P	P	P
Industrial and Extractive Uses	-	-	-
Utilities, Transportation and Communications	C	C	C
Accessory Uses	P	P	P
Planned Developments (PUDs)	C	C	C
Forest Land Conversion	C	C	C

Notes to Table 17-2:

a. City owned parks and open space and any uses or structures accessory to such uses are permitted within shoreland areas.

b. Vegetative clearing within shore and bluff impact zones and on steep slopes is not permitted.

c. New feedlots are not allowed in any Shoreland Management Overlay District.

3. *Shoreland Standards.* The standards in Table 17-3 shall apply within shoreland areas to principal, conditional and accessory uses and structures:

Table 17-3: Shoreland Standards

	Shoreland Classification		
Standards	**Recreational Development**	**Natural Environment**	**Tributary River**
Minimum structure setback from County, State or Federal road right-of-way	50 feet	50 feet	50 feet
Minimum setback from right-of-way line of town road, public street, or other roads or streets not classified	20 feet	20 feet	20 feet
Minimum structure setback from an unplatted cemetery or historical site[a]	50 feet	50 feet	50 feet
Minimum structure setback from the Ordinary High Water Level (OHWL)[b, c, e]			
Sewered[d]	75 feet	150 feet	50 feet
Unsewered[d]	100 feet	150 feet	100 feet
Minimum structure setback from top of bluff	30 feet	30 feet	30 feet
Minimum septic system setback from OHWL	75 feet	150 feet	75 feet
Minimum low floor elevation above the 100-year flood elevation	2 feet	2 feet	2 feet
Maximum impervious lot coverage			
Sewered[e]	30%		
Unsewered	15%		
Minimum lot size[f], riparian lots			
Sewered			
Single family detached	20,000 sf	40,000 sf	Same as zoning district
Two-family or duplex	35,000 sf	70,000 sf	

Triplex	120,000 sf	160,000 sf	Same as zoning district
Quad	160,000 sf	200,000 sf	
Unsewered			
Single family detached	40,000 sf	80,000 sf	Same as zoning district
Two-family or duplex	80,000 sf	70,000 sf	
Minimum lot size[f], non-riparian lots			
Sewered			
Single family detached	15,000 sf	20,000 sf	Same as zoning district
Two-family or duplex	26,000 sf	35,000 sf	
Triplex	38,000 sf	52,000 sf	
Quad	49,000 sf	65,000 sf	
Unsewered			
Single family detached	40,000 sf	80,000 sf	Same as zoning district
Two-family or duplex	80,000 sf	160,000 sf	
Minimum lot width,[f, g] riparian lots			
Sewered			
Single family detached	75 feet	125 feet	75 feet
Two-family or duplex[e]	135 feet	225 feet	115 feet
Triplex[e]	195 feet	325 feet	150 feet
Quad[e]	255 feet	425 feet	190 feet
Unsewered			
Single family detached	150 feet	200 feet	100 feet
Two-family or duplex[e]	225 feet	300 feet	150 feet
Minimum lot width, nonriparian Lots			
Sewered			
Single family detached	75 feet	125 feet	75 feet
Two-family or duplex[e]	135 feet	220 feet	115 feet
Triplex[e]	190 feet	315 feet	150 feet
Quad[e]	245 feet	410 feet	190 feet
Unsewered			
Single family detached	150 feet	200 feet	100 feet
Two-family or duplex[e]	265 feet	400 feet	150 feet
Maximum Structure Height	35 feet	35 feet	35 feet

Notes to Table 17-3:

a. Reduction of the required setback from a historic site is permitted with the approval of the office of the Minnesota State Archeologist.

b. Where structures exist on both sides of a proposed building site, structure setbacks may be altered without a variance to conform to the adjoining setbacks from the Ordinary High Water

Level (OHWL), provided the proposed building is not located in a shore impact zone or bluff impact zone.

c. Roads, driveways and parking areas shall meet the minimum structure setback. Where no alternative exists, such improvements may be placed within the required structure setbacks provided they are designed to adapt to the natural landscape, soil erosion is minimized and no construction shall occur in shore or bluff impact zones. Exceptions to setback requirements must comply with the rules and regulations of local watershed districts.

d. Commercial, public and civic uses located on lots with public waters frontage shall be setback double the required setback or be substantially screened from the water by vegetation or topography, assuming summer, leaf-on conditions.

e. Subdivisions of duplexes, triplexes, and quads within Natural Environment Shoreland districts must also meet standards set forth in Section (C)(5)(c).

f. Minimum lot size and width requirements apply to residential uses only.

g. *Lots Intended As Controlled Accesses to Public Waters or as Recreation Areas for Use by Owners of Nonriparian Lots within Subdivisions.* Must meet or exceed the following standards:
They must meet the width and size requirements for residential lots, and be suitable for the intended uses of controlled access lots.

i. If docking, mooring, or over-water storage of more than six (6) watercraft is to be allowed at a controlled access lot, then the width of the lot (keeping the same lot depth) must be increased by the percent of the requirements for riparian residential lots for each watercraft beyond six, consistent with the following table:

Controlled Access Lot Frontage Requirements

Ratio of Lake Size to Shore Length (acres/mile)	Required increase in frontage (percent)
Less than 100	25%
100-200	20%
201-300	15%
301-400	10%
Greater than 400	5%

ii. They must be jointly owned by all purchasers of lots in the subdivision or by all purchasers of nonriparian lots in the subdivision who are provided riparian access rights on the access lot; and covenants or other equally effective legal instruments must be developed that specify which lot owners have authority to use the access lot and what activities are allowed. The activities may include watercraft launching, loading, storage, beaching, mooring, or docking. They must also include other outdoor recreational activities that do not significantly conflict with general public use of the public water or the enjoyment of normal property rights by adjacent property owners. Examples of the non-significant conflict activities include swimming, sunbathing, or picnicking. The covenants must limit the total number of vehicles allowed to be parked and the total number of watercraft allowed to be continuously moored, docked, or stored over water, and must require centralization of all common facilities and activities in the most suitable locations on the lot to minimize topographic and vegetation alterations. They must also require all parking areas, storage buildings, and other facilities to be screened by vegetation or topography as much as practical from view from the public water, assuming summer, leaf-on conditions.

4. Design Criteria for Structures

a. *Water Oriented Accessory Structures.* Each lot may have one (1) water oriented accessory structure not meeting the normal structure setbacks if the structure complies with the following provisions:

   i. *Structure Height.* The structure or facility must not exceed ten (10) feet in height, exclusive of safety rails, from the average grade of the structure to the peak of the roof. Detached decks must not exceed eight (8) feet above grade at any point.

   ii. *Structure Size.* Water oriented accessory structures cannot occupy an area greater than two-hundred and fifty (250) square feet.

   iii. *Structure Setback.* The setback of the structure or facility landward from the Ordinary High Water Level (OHWL) must be at least ten (10) feet on a recreational development lake and fifty (50) feet on a natural environment lake.

   iv. *The structure or facility must be treated to reduce visibility as viewed from public waters and adjacent shorelands by vegetation, topography, increased setbacks or color, assuming summer, leaf*-on conditions.

   v. *The roof of the structure may be used as a deck with safety rails, but must not be enclosed or used as a storage area.*

   vi. The structure or facility must not be used for human habitation and must not contain water supply or sewage treatment facilities.

   vii. *Watercraft Storage Facilities.* As an alternative for recreational development water bodies, water oriented accessory structures used solely for watercraft storage, and including the storage of related boating and water oriented sporting equipment, may occupy up to four hundred (400) square feet provided the maximum width of the structure is twenty (20) feet as measured parallel to the configuration of the shoreline.

b. *Stairways, Lifts and Landings.* Stairways and lifts are the preferred alternative to major topographic alterations for achieving access up and down bluffs and steep slopes to shore areas. Stairways and lifts must meet the following design requirements:

   i. Stairways and lifts must not exceed four (4) feet in width. Wider stairways may be used for public open space or recreation properties.

   ii. Landings for stairways and lifts must not exceed thirty-two (32) square feet in area. Landings larger than thirty-two (32) square feet may be used for public open space or recreation properties.

   iii. Canopies or roofs are not allowed on stairways, lifts or landings.

   iv. Stairways, lifts and landings may be either constructed above ground on posts or pilings or placed into the ground, provided that they are designed and built in a manner that ensures control of soil erosion.

   v. Stairways, lifts and landing must be located in the most visually inconspicuous portions of lots, as viewed from the surface of the public water assuming summer, leaf-on conditions, whenever practical.

   vi. Facilities such as public and private watercraft access ramps, lifts, access-related parking areas, or mobility paths for physically handicapped persons are also allowed for achieving access to shore areas, provided that the dimensional and performance standards of subsections (i) through (v) above are satisfied and provided the vegetative screening and erosion control requirements are met.

c. *Roads, Driveways, and Parking Areas.* Public and private roads, driveways, and parking areas must be designed to take advantage of natural vegetation and topography to achieve maximum screening from view from public waters. Documentation must be provided by a qualified individual that all roads and parking areas are designed and constructed to minimize and control erosion to public waters consistent with the field

office technical guides of the local soil and water conservation district, or other applicable technical materials.

d. *Steep slopes.* Local government officials must evaluate possible soil erosion impacts and development visibility from public waters before issuing a permit for construction of sewage treatment systems, roads, driveways, structures, or other improvements on steep slopes. When determined necessary, conditions must be attached to issued permits to prevent erosion and to preserve existing vegetation screening of structures, vehicles, and other facilities as viewed from the surface of public waters, assuming summer, leaf-on vegetation.

5. *Subdivision Standards.* The following standards shall apply to subdivisions in shoreland areas:

   a. Each lot created through subdivision must be suitable in its natural state for the proposed use with minimal alteration. In determining suitability the City will consider susceptibility to flooding, existence of wetlands, soil and rock formations with severe limitations for development, severe erosion potential, steep topography, inadequate water supply or sewage treatment capabilities, near-shore aquatic conditions unsuitable for water-based recreation, important fish and wildlife habitat, presence of significant historic sites, or any other feature of the natural land likely to be harmful to the health, safety, or welfare of future residents of the proposed subdivision, or of the community at large.

   b. Subdivisions must conform to all other official controls adopted by the City of Lake Elmo. Subdivisions will not be approved that are designed so variances from one or more standards in official controls would be needed to use the lots for their intended purpose. Lots that would require use of holding tanks must not be approved.

   c. On natural environment lakes, subdivisions of duplexes, triplexes, and quads must also meet the following standards:

      i. Each building must be set back at least 200 feet from the ordinary high water level.

      ii. Each building must have common sewage treatment and water systems that serve all dwelling units in the building.

      iii. Watercraft docking facilities for each lot must be centralized in one location and serve all dwelling units in the building.

      iv. No more than 25 percent of a lake's shoreline can be in a duplex, triplex, or quad environment.

6. *Agricultural Activities.* The following standards shall apply to agricultural activities in shoreland areas:

   a. The shore impact for parcels with permitted agricultural uses is equal to a line parallel to and 50 feet from the OHWL.

   b. General cultivation farming, grazing, nurseries, horticulture, truck farming, sod farming, and wild crop harvesting are permitted uses if steep slopes and shore impact zones are maintained in permanent vegetation or operated under an approved conservation plan (resource management systems) consistent with the field office technical guides of the local soil and water conservation district or the USDA Natural Resources Conservation Service.

   c. New animal feedlots are not allowed in shoreland. Modifications or expansions to existing feedlots or resumption of old feedlots are conditional uses and must meet the following standards:

      i. Feedlots must be designed consistent with Minnesota Rules Chapter 7020;

      ii. Feedlots must not further encroach into the existing ordinary high water level setback or the bluff impact zone and must not expand to a capacity of 1,000 animal units or more; and,

iii. Old feedlots not currently in operation may resume operation consistent with Minnesota Statute Section 116.0711.

d. The use of pesticides, fertilizers or animal wastes within shoreland areas shall be done in such a way as to minimize impacts on shore impact zones by proper application or use of earth or vegetation.

7. *Shoreland Alterations.* The purpose of this section is to prevent erosion into public waters, fix nutrients, preserve shoreland aesthetics, preserve historic values, prevent back slumping and protect fish and wildlife habitat. Shoreland alterations shall be allowed in accordance with the following standards:

   a. No principal or accessory structure or use shall be placed within bluff or shore impact zones other than agricultural activities as permitted by subsection (C)(6)(b).

   b. Shore impact zones shall be maintained in permanent vegetation or operated under an approved conservation plan consistent with the field office technical guides of the local soil and water conservation district.

   c. *Intensive Vegetative Clearing.* Intensive vegetation clearing within shore and bluff impact zones and/or steep slopes is not permitted. Intensive clearing within shoreland areas outside of bluff or shore impact zones and steep slope areas is subject to standards set forth in Subp. (C) (8) of this Section.

   d. *Limited Tree Clearing.* Limited clearing of trees and shrubs and the cutting, pruning and trimming of trees within bluff and shore impact zones or steep slopes to accommodate picnic areas, trails and water access and to provide a view to the water from a principal dwelling site shall be permitted provided the screening of structures, as viewed from the water, is not substantially reduced and that the shading of water surface is along rivers is preserved. These provisions do not apply to the removal of tree limbs or branches that are dead or pose a safety hazard.

   e. *Grading in Shoreland Areas.* All grading and filling activities must be in conformance with the Wetland Conservation Act. Any grading or filling on steep slopes or within shore or bluff impact zones involving the movement of ten (10) or more cubic yards of material or involving more than fifty (50) cubic yards of material elsewhere in a shoreland area shall require the submission of a Grading Permit. Approval shall be granted only if the following conditions are met:

      i. The smallest amount of bare ground is exposed for the shortest time possible;

      ii. Ground cover such as mulch is used for temporary bare soil coverage and permanent ground cover, such as sod, is established;

      iii. Methods to prevent erosion and trap sediment during construction are employed;

      iv. Altered areas are stabilized to accepted erosion control standards;

      v. Fill is not placed so as to create unstable slopes;

      vi. Plans to place fill or excavated material on steep slopes are certified by qualified professionals as to slope stability and must not create finished slopes of 30 percent or greater;

      vii. Alterations below the OHWL of public waters must first be authorized by the Commissioner of the Minnesota Department of Natural Resources per Minn. Stats. § 103G.245 and 103G.405;

      viii. Placement of natural rock riprap, including associated grading of the shoreline and placement of a filter blanket, is permitted if the finished slope does not exceed three feet horizontal to one foot vertical, the landward extent of the riprap is within ten feet of the OHWL and the height of the riprap above the OHWL does not exceed three feet; and

      ix. Alterations of topography shall only be permitted if accessory to a permitted or conditional use.

x. Fill or excavated material must not be placed in bluff impact zone.

8. *Forest management standards.* The harvesting of timber and associated reforestation or conversion of forested use to a nonforested use must be conducted consistent with the following standards:

a. Timber harvesting and associated reforestation must be conducted consistent with the Sustaining Minnesota Forest Resources: Voluntary Site-Level Forest Management Guidelines for Landowners, Loggers and Resource Managers

b. Forest land conversion to another use requires issuance of a conditional use permit and adherence to the following standards:

i. Shore and bluff impact zones must not be intensively cleared of vegetation.

ii. An erosion and sediment control plan is developed and approved by the City and local soil and water conservation district and is consistent with the City's Storm Water and Erosion and Sediment Control Ordinance (150.270) before issuance of a conditional use permit for the conversion.

9. *Stormwater Management.* Stormwater management shall be in accordance with the City's Storm Water and Erosion and Sediment Control Ordinance (§150.270). In addition, the Minnesota Pollution Control Agency's Minnesota Stormwater Manual shall be used as guidance. Within shoreland areas, the following standards also apply:

a. Existing natural drainage ways, wetlands and vegetated soil surfaces must be used to convey, store, filter and retain storm water in a manner consistent with local watershed district rules and regulations before discharge to public waters.

b. Development must be planned and conducted in a manner that will minimize the extent of disturbed areas, runoff velocities, and erosion potential and reduce and delay runoff volumes. Disturbed areas must be stabilized and protected as soon as grading is complete and facilities or methods used to retain sediment on the site are removed.

c. Use of fertilizers, pesticides or animal wastes within shoreland areas must be done in a way to minimize impact on the shore impact zone or public water by proper application.

d. New constructed storm water outfalls to public waters must provide for filtering or settling of suspended solids and skimming of surface debris before discharge.

10. *Private Utilities.* The following provisions shall apply in shoreland areas:

a. Private subsurface sewage treatment systems shall meet applicable City and County requirements and Minnesota Pollution Control Agency's Chapter 7080 standards. Publicly owned sewer systems shall be used where available.

b. Any private water supply to be used for domestic purposes shall meet quality standards established by the Minnesota Department of Health and the Minnesota Pollution Control Agency.

i. Private wells must be located, constructed, maintained, and sealed in accordance with or in a more thorough manner than the Water Well Construction Code of the Minnesota Department of Health.

11. *Planned Unit Developments (PUD)*

a. *Purpose.* To protect and enhance the natural and scenic qualities of shoreland areas during and after development and redevelopment of high density residential uses.

b. *Density.* Deviation from the minimum lot size standards of Table 17-3 of this ordinance is allowed if the standards in this Section are met.

c. *Processing of PUDs.* Planned unit developments are processed according to the procedures and standards of Article XVI and Article XVII, whichever is more restrictive. Approval cannot occur until all applicable environmental reviews are complete.

d. *Application for a PUD.* The applicant for a PUD must submit the following documents prior to final action on the application request:

i. A property owners association agreement with mandatory membership, and consistent with 11 (h) (iv) of this ordinance.

ii. Deed restrictions, covenants, permanent easements or other instruments that:

1. Address future vegetative and topographic alterations, construction of additional buildings, beaching of watercraft, and construction of commercial buildings in residential PUDs; and

2. Ensure preservation and maintenance of open space in perpetuity accordance with the criteria and analysis specified in 11 (h) of this ordinance.

e. *Density Determination.* Proposed new or expansions to existing planned unit developments must be evaluated using the following procedures.

i. Step 1. Identify Density Analysis Tiers. Divide the project parcel into tiers by drawing one or more lines parallel to the ordinary high water level at the following intervals, proceeding landward:

Classification	**Tier Depth**	
	No Sewer (ft)	**Sewer (ft)**
Recreational Development Lakes	267	267
Natural Environment Lakes	400	320
Tributary Rivers	300	300

ii. Step 2. Calculate Suitable Area for Development. Calculate the suitable area within each tier by excluding all wetlands, bluffs, or land below the ordinary high water level of public waters.

iii. Step 3. Determine Base Density

1. Divide the suitable area within each tier by the minimum single residential lot area in Table 17-3 (use required minimum riparian lot areas for the 1st tier unless no lots within the 1st tier are riparian) for lakes to determine the allowable number of dwelling units, or base density, for each tier. Allowable densities may be transferred from any tier to any other tier further from the waterbody, but must not be transferred to any tier closer to the waterbody.

2. All PUDs must meet the design standards in Section 11 (f) of this ordinance.

iv. Step 4. Determine if the Site can Accommodate Increased Density.

The PUD may provide for an increase in density of up to 20% allowed in the base zoning district or in Table 17-3, whichever is more restrictive, if: Structure setbacks from the ordinary high water level:

1. Are increased to at least 50 percent greater than the minimum setback; or

2. The impact on the waterbody is reduced an equivalent amount through vegetative management, topography, or additional acceptable means and the setback is at least 25 percent greater than the minimum setback.

f. *Design Criteria.* All PUDs must meet the following design criteria:

i. General Design Standards.

1. Dwelling units must be clustered into one or more groups and located on suitable areas of the development.

2. Dwelling units must be designed and located to meet the dimensional standards, other than those for lot area and width, in Table 17-3:

3. Shore recreation facilities:

a. Must be centralized and located in areas suitable for them based on a suitability analysis (as explained in Subd. (C) (5) (a) of this Section).

b. The number of spaces provided for continuous beaching, mooring, or docking of watercraft must not exceed one for each allowable dwelling unit in the first tier.

c. Launching ramp facilities, including a small dock for loading and unloading equipment, may be provided for use by occupants of dwelling units located in other tiers.

4. At least 50 percent of the total project area shall be preserved as open space and must meet standards outlined in 11 (g) of this ordinance.

5. PUDs shall be connected to public water supply and sewer systems. When sewer is not available, individual septic systems are not allowed; community sewage treatment systems are required.

6. Approval from the DNR is required to ensure compliance with additional regulations.

ii. Structures, parking areas, and other facilities must be treated to reduce visibility as viewed from public waters and adjacent shorelands by vegetation, topography, increased setbacks, color, or other means acceptable to the local unit of government, assuming summer, leaf-on conditions. Vegetative and topographic screening must be preserved, if existing, or may be required to be provided.

iii. Accessory structures and facilities, except water oriented accessory structures, must meet the required structure setback and must be centralized.

g. *Open Space Requirements.*

i. Open space must constitute at least 50 percent of the total project area within the shoreland and must include:

1. Areas with physical characteristics unsuitable for development in their natural state and areas containing significant historic sites or unplatted cemeteries;

2. Portions of the shore impact zone preserved in its natural or existing state as follows:

i. For existing residential PUD's, at least 50 percent of the shore impact zone

ii. For new residential PUDs, at least 70 percent of the shore impact zone.

ii. Open space may include:

1. Outdoor recreational facilities for use by owners of lots in the subdivision and by the general public; and

2. Stormwater detention facilities, subsurface sewage treatment systems (if the use of the space is restricted to avoid adverse impacts on the systems), and other required site improvements not prohibited herein may be applied to this requirement.

3. Non-public water wetlands

iii. Open space shall not include:

1. Road rights-of-way, or land covered by roads, structures or parking surfaces;

2. Lots, unless owned in common by an owners association;

3. Commercial facilities or uses;

4. Land below the OHWL of public waters.

h. *Open Space Maintenance and Administration Requirements.*

i. Open space preservation. The appearance of open space areas, including topography, vegetation, and allowable uses, must be preserved.

ii. Before final approval of a PUD is granted, the developer/owner shall provide for the preservation and maintenance, in perpetuity, of open space and the continuation of the development as a community.

iii. The instruments must prohibit:

1. Commercial uses ;

2. Vegetation and topographic alterations other than routine maintenance;

3. Construction of additional buildings or storage of vehicles and other materials; and

4. Uncontrolled beaching of watercraft.

iv. Development organization and functioning. All planned unit developments must use an owners association with the following features:

1. Membership must be mandatory for each dwelling unit owner and any successive owner;

2. Each member must pay a pro rata share of the association's expenses, and unpaid assessments can become liens on units or dwelling sites;

3. Assessments must be adjustable to accommodate changing conditions; and

4. The association must be responsible for insurance, taxes, and maintenance of all commonly owned property and facilities.

12. *Nonconformities.*

a. All legally established nonconformities as of the date of this ordinance may continue, but will be managed according to Minnesota Statutes, Section 462.357 Subd. 1e and other regulations of this community for alterations and additions; repair after damage; discontinuance of use; and intensification of use.

b. All additions or expansions to the outside dimensions of an existing nonconforming structure must meet the setback, height, and other requirements of this ordinance. Any deviation from these requirements must be authorized by a variance.

c. *Setback averaging.* Where structures exist on the adjoining lots on both sides of a proposed building site, structure setbacks may be altered without a variance to conform to the adjoining setbacks from the OHWL, provided the proposed structure is not located in a shore impact zone or in a bluff impact zone;

d. *Setbacks of decks.* Deck additions may be allowed without a variance to a structure not meeting the required setback from the ordinary high water level if all of the following criteria and standards are met:

i. The structure existed on the date the structure setbacks were established.

ii. A thorough evaluation of the property and structure reveals no reasonable location for a deck meeting or exceeding the existing ordinary high water level setback of the structure.

iii. The deck encroachment toward the ordinary high water level does not exceed 15 percent of the existing setback of the structure from the ordinary high water level or does not encroach closer than 30 feet, whichever is more restrictive.

iv. The deck is constructed primarily of wood, and is not roofed or screened.

13. *Surface Water-Oriented Uses.* Uses with needs to have access to and use of public waters may be located on parcels or lots with frontage on public waters must meet the following standards:

a. In addition to meeting impervious coverage limits, setbacks, and other zoning standards, uses must be designed to incorporate topographic and vegetative screening of parking areas and structures.

b. Uses that require short-term watercraft mooring for patrons must centralize these facilities and design them to avoid obstructions of navigation and to be the minimum size necessary to meet the need.

c. No advertising signs or supporting facilities for signs may be placed in or upon public waters. Signs conveying information or safety messages may be placed in or on public waters by a public authority or under a permit issued by the county sheriff.

d. Signs may be placed, when necessary, within the shore impact zone if they are designed and sized to be the minimum necessary to convey needed information.

e. Other outside lighting may be located within the shore impact zone or over public waters if it is used primarily to illuminate potential safety hazards and is shielded or otherwise directed to prevent direct illumination out across public waters. This does not preclude use of navigational lights.

D. *Administration.*

1. *Variances.* Variances may only be granted in accordance with Minnesota Statutes, Section 462.357 and are subject to the following:
   a. A variance may not circumvent the general purposes and intent of this ordinance; and

   b. For properties with existing sewage treatment systems, a certificate of compliance, consistent with Minnesota Rules Chapter 7082.0700 Subp. 3, is required for variance

approval. A sewage treatment system shall be considered compliant if the only deficiency is the system's improper setback from the ordinary high water level.

2. *Conditional Uses.* All conditional uses in the shoreland area are subject to a thorough evaluation of the waterbody and the topographic, vegetation, and soil conditions to ensure:

   a. The prevention of soil erosion or other possible pollution of public waters, both during and after construction;

   b. The visibility of structures and other facilities as viewed form public waters is limited;

   c. There is adequate water supply and on-site sewage treatment; and

   d. The types, uses, and numbers of watercraft that the project will generate are compatible in relation to the suitability of public waters to safely accommodate these watercraft.

3. *Mitigation.*

   a. In evaluating all variances, conditional uses, zoning and building permit applications, the zoning authority shall require the property owner to address, when related to and proportional to the impact, the following conditions to meet the purpose of this ordinance, to protect adjacent properties, and the public interest:

      i. Advanced storm water runoff management treatment;
      ii. Reducing impervious surfaces;
      iii. Increasing setbacks from the ordinary high water level;
      iv. Restoration of wetlands;
      v. Limiting vegetation removal and/or riparian vegetation restoration;
      vi. Provisions for the location, design, and use of structures, sewage treatment systems, water supply systems, watercraft launching and docking areas, and parking areas; and
      vii. Other conservation-designed conditions the zoning authority deems necessary.

   b. In evaluating plans to construct sewage treatment systems, roads, driveways, structures, or other improvements on steep slopes, conditions to prevent erosion and to preserve existing vegetation screening of structures, vehicles, and other facilities as viewed from the surface of public waters assuming summer, leaf-on vegetation shall be attached to permits.

4. *Notifications to the Department of Natural Resources*

   a. All notices of public hearings to consider variances, ordinance amendments, or conditional uses under shoreland management controls must be sent to the commissioner or the commissioner's designated representative at least ten days before the hearings. Notices of hearings to consider proposed subdivisions/plats must include copies of the subdivision/plat.

   b. All approved ordinance amendments and subdivisions/plats, and final decisions approving variances or conditional uses under local shoreland management controls must be sent to the commissioner or the commissioner's designated representative and postmarked within ten days of final action. When a variance is approved after the Department of Natural Resources has formally recommended denial in the hearing record, the notification of the approved variance shall also include the summary of the

public record/testimony and the findings of facts and conclusions which supported the issuance of the variance.

c. Any request to change the shoreland management classification of public waters must be sent to the commissioner or the commissioner's designated representative for approval, and must include a resolution and supporting data as required by Minnesota Rules, part 6120.3000, subp.4.

d. Any request to reduce the boundaries of shorelands of public waters must be sent to the commissioner or the commissioner's designated representative for approval. The boundaries of shorelands may be reduced when the shoreland of water bodies with different classifications overlap. In these cases, the topographic divide between the water bodies shall be used for adjusting the boundaries.

5. Subsurface Sewage Treatment System Certificate of Compliance. A certificate of compliance, consistent with Minnesota Rules Chapter 7082.0700 Subp. 3, is required whenever a permit or variance of any type is required for any improvement on or use of the property. A sewage treatment system shall be considered compliant if the only deficienct is the system's improper setback from the ordinary high water level.

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 43 Adoption Date. This Ordinance 08-___ was adopted on this _____ day of ___ 2017, by a vote of ___ Ayes and ___ Nays.

LAKE ELMO CITY COUNCIL

_____
Mike Pearson, Mayor

ATTEST:

_____
Julie Johnson, City Clerk

This Ordinance 08-____ was published on the ____ day of _____, 2017.

CITY OF LAKE ELMO
COUNTY OF WASHINGTON
STATE OF MINNESOTA

RESOLUTION NO. 2017-012

RESOLUTION AUTHORIZING PUBLICATION OF ORDINANCE 08-166 BY TITLE AND SUMMARY

WHEREAS, the City Council of the City of Lake Elmo has adopted Ordinance No. 08-166, an ordinance to amend Section 154.800: Shoreland Management Overlay District, of the City Code; and

WHEREAS, the ordinance is lengthy; and

WHEREAS, Minnesota Statutes, section 412.191, subd. 4, allows publication by title and summary in the case of lengthy ordinances or those containing charts or maps; and

WHEREAS, the City Council believes that the following summary would clearly inform the public of the intent and effect of the ordinance.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Lake Elmo, that the City Clerk shall cause the following summary of Ordinance No. 08-166 to be published in the official newspaper in lieu of the entire ordinance:

Public Notice

The City Council of the City of Lake Elmo has adopted Ordinance No. 08-166, which amends the Section 154.800: Shoreland Management Overlay District, of the Zoning Code, bringing it in to compliance with Minnesota Rules Part 6120.2800, by amending the following:

- The Shoreland Classifications Table is modified.
  - The following waterbodies are removed: Minnesota Department of Natural Resources (MNDNR) ID#s 82041900, 82041700, 82048400.
  - MNDNR ID# 82010500 (Berschen's Pond) is added.
- Forest land conversion is added as a conditional use, and standards for this use are set forth.
- Changes were made to the Shoreland Standards Table 17-3, including increasing certain minimum lot width, lot size, and structure setback standards; adding standards for lots containing triplexes and quads; adding minimum lot width standards for unsewered riparian lots and nonriparian sewered and unsewered lots; and maximum structure height.
- Standards for lots intended as controlled accesses to public waters or as recreation areas for use by owners of nonriparian lots within subdivisions were added.
- Restrictions on roads, driveways and parking area, as well as steep slopes, were added.
- Additional standards for Planned Unit Developments (PUDs) within the shoreland were added.

- The non-conformities section was revised to reference State Statutes, Section 462.357, Subd. 1e. and reflect the MNDNR Shoreland Model Ordinance.
- Standards for surface water-oriented uses were added.
- Administration subdivision was updated to align with Minnesota Rules.

The full text of Ordinance No. 08-166 is available for inspection at Lake Elmo city hall during regular business hours.

BE IT FURTHER RESOLVED by the City Council of the City of Lake Elmo that the City Administrator keep a copy of the ordinance at City Hall for public inspection and that a full copy of the ordinance be placed in a public location within the City.

Dated: March 7, 2017.

_____
Mayor Mike Pearson

ATTEST:

_____
Julie Johnson, City Clerk

(SEAL)

The motion for the adoption of the foregoing resolution was duly seconded by member

_____ and upon vote being taken thereon, the following voted in favor

thereof:_____and the following voted against

same:_____

Whereupon said resolution was declared duly passed and adopted.

THE CITY OF LAKE ELMO

STAFF REPORT

DATE: March 7, 2017
REGULAR
ITEM #: 14

AGENDA ITEM: Human Resources Committee Appointment

SUBMITTED BY: Kristina Handt, City Administrator

BACKGROUND:
At the February 21st meeting, Council vote was split 2-2 with one member absent, on appointing Mike Reeves to the Human Resources Committee. Since there will be a full Council at the March 7th meeting, the item will be brought back before the Council.

ISSUE BEFORE COUNCIL:
Who should the Council appoint to the Human Resources Committee?

PROPOSAL:
Council members were emailed a copy of Mike Reeves' application previously.

There are currently three vacant positions on the Human Resources Committee.

FISCAL IMPACT:
NA

OPTIONS:
1) Appoint Mike Reeves to the Human Resources Committee
2) Appoint other members to the Human Resources Committee
3) Do not make any appointments to the Human Resources Committee

RECOMMENDATION:
"Motion to appoint Mike Reeves to the Human Resources Committee"

ATTACHMENTS:
- None

THE CITY OF LAKE ELMO

STAFF REPORT

DATE: March 7, 2017
REGULAR
ITEM #: 15

AGENDA ITEM: Planning Commission Membership

SUBMITTED BY: Kristina Handt, City Administrator

BACKGROUND:
The Planning Commission is established to meet the requirements of state statute; to develop and enforce the Comprehensive Plan and amendments to the plan, subject to Council approval and the requirements of the Municipal Planning Act; and to review and make recommendations on subdivisions, zoning applications, planned unit developments, and site and building plans as provided by ordinance. No expenditures by the Commission shall be made unless and until authorized for the purpose by the Council. The Planning Commission shall consist of 7 voting members and 2 non-voting alternate members. The voting members shall be appointed for a 3-year term so that only 1/3 of the appointments will expire on December 31 of each year.

Any member or alternate member may be removed by a 4/5 vote of the Council, for cause. Cause shall include but not be limited to having more than 3 consecutive absences or being absent from more than 1/3 of the meetings in any 1 calendar year. The Council may consider exceptional circumstances when applying this rule.

Commissioner Haggard submitted her resignation on Wednesday, March 1st.

ISSUE BEFORE COUNCIL:
Should Commissioner Fields be removed from the Commission? If so, who should be appointed?

PROPOSAL:
Commissioner Fields has missed 4 consecutive meetings this year. In 2016, the Planning Commission met 20 times. Commissioner Fields was present at 12 meetings. Commissioner Fields met both of the criteria mentioned in ordinance of missing at least 1/3 of the meetings in any calendar year and more than 3 consecutive meetings. The Council may consider this cause for removal.

Due to the resignation from Commissioner Haggard, Commissioner Hartley will move up to 1st alternate leaving a vacancy in the 2nd alternate position. If Commissioner Fields is removed, Commissioner Hartley would be moved to a voting member from 1st alternate and two new alternates could be appointed.

As discussed at previous meetings, Terry Emerson has submitted an application for appointment to the Planning Commission. Tucker Pearce has also submitted an application. Applications were emailed to Council for their review prior to the meeting.

OPTIONS:
First question is on removal:

1) Remove Commissioner Fields
2) Do not remove Commissioner Fields

Second question is on appointment of replacement(s):

1) Appoint Terry Emerson as 1st alternate and Tucker Pearce as 2nd alternate (if Fields is removed)
2) Appoint one of the two applicants as 2nd alternate
3) Advertise for a period of time for more applicants
4) Set a date to interview applicants

RECOMMENDATION:

On the first question:

"Motion to remove Commissioner Fields due to the lack of required attendance at Planning Commission meetings."

On the second question:

"Motion to appoint Terry Emerson as 1st alternate and Tucker Pearce as 2nd alternate."

Or

"Motion to appoint Terry Emerson as 2nd alternate." (If Fields is not removed)

ATTACHMENTS:

None

THE CITY OF LAKE ELMO

STAFF REPORT

DATE: March 7, 2017
REGULAR
ITEM #: 16

AGENDA ITEM: 2017-2018 Work Plan

SUBMITTED BY: Kristina Handt, City Administrator

BACKGROUND:
Council and Department Heads held a work session on January 31st to develop the 2017 work plan. The discussion was facilitated by Phil Kern and included a review of the city's mission statement, governing principles, values, strengths, opportunities and challenges. This led to the development of a list of goals for 2017-2018.

ISSUE BEFORE COUNCIL:
What goals should council adopt in the 2017-2018 work plan?

PROPOSAL:
A copy of the 2017-2018 work plan prepared by Phil Kern is attached. On the last page is the list of goals the group came up with on January 31st. They include the following:

- **Utilize technology advances for service efficiencies**
  - **Develop an online utility bill pay system and automated meter reading program**
  - **Implement GIS system**
- **Construct trail improvements to area schools**
- **Adopt level of service parameters**
- **Develop a public facilities space needs plan (Fire Station, City Hall)**
- **Create an economic development plan/strategy**
- **Develop a Highway 36 management plan (City priorities)**
- **Approve Comprehensive Plan with unanimous Council support**
- **Develop a plan for completing 5th Street**
- **Conduct a review of the lighting ordinance**
- **Stabilize and energize staff**
  - **Less turnover, increase applicant pool for open positions**
  - **Modify organizational plan to address modernizing of positions**
- **Provide a greater variety of recreational opportunities (i.e., mountain biking, dog park, winter activities)**
- **Implement VMX zoning downtown to encourage economic development**
- **Maintain Council focus on priorities not personalities**

FISCAL IMPACT:
TBD

OPTIONS:

1) Adopt the goals identified in the draft work plan
2) Amend the list and then adopt the goals in the draft work plan
3) Do not adopt goals for 2017-2018

RECOMMENDATION:

"Motion to adopt the goals identified in the draft 2017-2018 work plan."

ATTACHMENTS:

- Cover Letter from Phil Kern
- Draft 2017-2018 Work Plan

February 26, 2017

Honorable Mayor and Councilmembers
City of Lake Elmo
3800 Laverne Avenue North
Lake Elmo, MN 55042

RE: 2017 Workplan

Dear Mayor and members of the City Council:

It is my pleasure to present you with the final report summarizing the work completed in the 2017 Goal Setting Worksession held on January 31, 2017.

The document enclosed reviews the important work completed by your team regarding the City's current position and the direction you wish to head in the future. Through the discussion and brainstorming, your team discussed the critical issues facing your community and the strengths present on which to lean to achieve your goals. It will be important as your community proceeds in the coming months and years to continue to focus on the values of your organization and set sights on achieving the common goals.

It was my pleasure to serve as your facilitator for this important exercise. I enjoyed the opportunity to meet each of you and work with your staff.

Sincerely,

Phil Kern
Facilitator

Submitted electronically

City of Lake Elmo

2017-18 Workplan

On January 31, 2017, the Lake Elmo City Council and Department Heads convened in a special session to discuss the status of the organization and brainstorm key priorities for the coming 1-3 year period. The session included Mayor Mike Pearson, Councilmembers Justin Bloyer, Julie Fliflet, Jill Lundgren, and Christine Nelson, City Administrator Kristina Handt, Fire Chief Greg Malmquist, Planning Director Stephen Wensman, Public Works Director Rob Weldon, City Clerk Julie Johnson, and Building Official Mike Bent. The work session included a review of the City's previously adopted mission and values, along with drafts of governing principles and core ideas previously discussed in 2014.

MISSION

The mission of any organization is a statement of the overall purpose and the value proposition it aims to deliver. An effective mission is brief yet thoroughly establishes for decision-makers, staff, and its stakeholders what the organization promises to deliver. Participants in the session reviewed the City's previously adopted mission:

> **Lake Elmo's Commitment to the Community**
>
> **To provide quality public services in a fiscally responsible manner while preserving the City's open space character.**

Without objections, participants generally commented that this mission statement still holds true to the City's overall purpose.

Discussion also considered previously discussed "Governing Principles" that were part of Council discussions in 2014 and 2015. There was some disagreement as to whether or not these principles were formerly adopted in the past, and several participants felt that parts of these principles may not apply to the direction of the City. Therefore, it is recommended that the City focus on its mission statement as the guiding statement of its purpose and discard the "Governing Principles." The mission statement can sufficiently provide clarity as to the City's primary objectives - high quality public services, fiscal responsibility, and open space preservation.

VALUES

Organizational values are an important statement of the norms expected at all levels. In local government, effective governance requires that members of the City Council conduct actions in a manner consistent with agreed upon values. Additionally, every day City staff members are expected to perform at a high level on behalf of the community stakeholders. A successful integration of organizational values requires that employees know and understand what behaviors are expected. Some organizations go as far as to make organizational values part of Council and staff training and

development.

The City of Lake Elmo prominently displays its values in its Council Chambers and the lobby for all to see when entering the building. The participants agreed, without objection, that the following values should be the focus of the organization:

Ethics and Integrity – We believe that ethics and integrity are the foundation of public trust and confidence and that all meaningful relationships are built on these values.

Visionary Leadership and Planning – We believe that the very essence of leadership is to be visionary and innovative while planning for the future.

Excellence and Quality in the Delivery of Services – We believe that service to our residents is our reason for being and commit to delivering services in a professional, cost-effective, and efficient manner.

Fiscal Responsibility – We believe that fiscal responsibility and prudent stewardship of public funds, both short-term and long-term, are essential for citizen confidence in government.

Open and Honest Communication – We believe that open and honest communication is paramount for an involved citizenry and fosters a positive working environment for employees.

Respect for the Individual – We believe that citizens we serve are to be treated with the utmost respect and deserve the best treatment the City can provide.

Thoughtful Community Building – We believe in the development of our community through thoughtful, careful planning that is communicated in a positive manner that enhances the process.

Professionalism – We believe that continuous improvement and innovation is the mark of a professional organization and we are committed to applying this principle to the services we offer and development of employees.

ISSUES IDENTIFICATION

After discussing the mission and values of the organization, the session moved on to the assessment of the organization as it exists today. This process provided participants with the opportunity to focus on the strengths of the organization, the opportunities it has in the near future, and the challenges it has to overcome. This process provided the background necessary for participants to think about what the most critical goals are in the coming years.

The first activity focused on the strengths of the organization. Specifically, participants were asked what elements of the City would they be most proud to publicly share with others less familiar with Lake Elmo. The members of the Council and staff identified the following as strengths:

- Growth
- Diversity of development types
- Community pride
- Vibrant residents
- Present opportunity to shape the future

- Engagement of the community
- Recreational opportunities
- Rural character and open space
- Resurgence of the Library, volunteers a big part
- Adjustments/Learning opportunities from the past
- Improving governance
- Low taxes
- Dedicated staff
- Downtown Area

The strengths identified by this exercise paint a very positive picture of Lake Elmo's many assets. Participants talked glowingly about the active and engaged citizenry in Lake Elmo. In a time when many communities struggle with volunteerism and civic participation, the fact that the session focused on these elements was an impressive statement of the community. The strengths also point to economic viability, an engaged staff, and a low local tax structure.

The brainstorming of opportunities followed the themes of many of these strengths as discussion turned to what's next in Lake Elmo. Actively discussing and sharing perspectives of the opportunities provide a strong basis to set goals to take advantage of what's possible. Participants identified the following as opportunities:

- Advances in technology that could lead to municipal efficiencies
- Growth interest leading to economic development and downtown vitality
- Growth providing a tool for improving public amenities
- Governance improvement - chance to re-write the narrative and improve reputation
- Comprehensive Plan update
    - Establish growth objectives
    - Opportunity for community involvement
    - Chance to "get it right"

Clearly, the work session participants see the Comprehensive Plan update, and planning in general, as an opportunity to shape the long-term future of the community. Council and staff believe that involving the community will be important to developing key objectives and establishing an effective Comprehensive Plan to guide the community. The subsequent growth of the community can also provide many positive improvements, such as economic development, downtown vitality, and improving public amenities.

The final of the three organizational assessment activities focused on the challenges the community faces. This activity requires an honest assessment of the organization, and while all brainstormed ideas are not necessarily agreed upon by all, it provides a snapshot of the varying perspectives about the challenges the City faces. The challenges brainstormed include the following:

- Governance reputation
- Staffing retention and hiring due to governance reputation
- Facilities - fractured, aging, etc.
- Managing growth and density

- Managing clear and honest service expectations with stakeholders
- Split Council

While many of the strengths and opportunities focused on the community, the discussion of challenges clearly focused on the internal dynamics of the City team. Participants discussed the split council and impacts it has on retaining staff and recruitment to fill vacant positions as significant challenges. Additionally, growth pressures and effectively managing it are also challenges facing the City.

Development of a Workplan

Following the issues identification phase of the work session, the Council and staff developed ideas for a goals platform to guide the City's actions over the next 1-3 years. This timeframe is used to establish a workplan that can reasonably be accomplished over the next two years, but also challenges to think of goals that may stretch the organization.

Participants were asked to focus on goals that were measurable, manageable, and achievable. To that end, effective goals need to be within the organization's capability to control. For example, a goal such as "Create $50 Million in economic development activity" may be a desirable long-term goal, but in terms of the 1-3 year workplan, this goal may not be manageable due to the fact that economic factors outside of the control of Lake Elmo may prohibit its success. Likewise, the workplan should contain goals that can be measured and can be accomplished in the timeline.

As the final step in the workplan development, the Council should formally adopt all, or a portion, of the goals listed below.

- **Utilize technology advances for service efficiencies**
  - **Develop an online utility bill pay system and automated meter reading program**
  - **Implement GIS system**
- **Construct trail improvements to area schools**
- **Adopt level of service parameters**
- **Develop a public facilities space needs plan (Fire Station, City Hall)**
- **Create an economic development plan/strategy**
- **Develop a Highway 36 management plan (City priorities)**
- **Approve Comprehensive Plan with unanimous Council support**
- **Develop a plan for completing 5th Street**
- **Conduct a review of the lighting ordinance**
- **Stabilize and energize staff**
  - **Less turnover, increase applicant pool for open positions**
  - **Modify organizational plan to address modernizing of positions**
- **Provide a greater variety of recreational opportunities (i.e., mountain biking, dog park, winter activities)**
- **Implement VMX zoning downtown to encourage economic development**
- **Maintain Council focus on priorities not personalities**

Next Steps

The workplan is ready for review and adoption by the City Council, which will key implementation by City staff. The City has invested quality time and effort into the review of mission and values, along with

the development of a goals program. Ongoing review and measurement against the adopted goals will be an important action step for staff and the City Council.