



*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, May 7, 2013 7:00 P.M.

City of Lake Elmo | 3800 Laverne Avenue North

Planning Commission Interviews

- * 6:30 PM – Dean Dodson**
- ** 6:45 PM – Dale Dorschner**

AGENDA

- A. Call to Order**
- B. Pledge of Allegiance**
- C. Roll Call**
- D. Order of Business**
- E. Approval of Agenda**
- F. Accept Minutes**
 - 1. Accept April 16, 2013 City Council Meeting Minutes**
- G. Public Comments/Inquiries**
- H. Presentations**
 - 2. Rotary Club Donation**
- I. Consent Agenda**
 - 3. Approve Payment of Disbursements and Payroll**
 - 4. Approve Master Subscriber Agreement for Minnesota Court Data Services for Governmental Agencies and Master Subscriber Agreement for First Appearance Support Track (FAST) Access; *Resolution 2013- 31***
 - 5. Approve A Revised Master Subscriber Agreement for Minnesota Court Data Services for Governmental Agencies and a Fast Access Subscriber Amendment for Washington County Pilot Program; *Resolution 2013- 32***
 - 6. Approve League of MN Cities Insurance Trust Waiver Form – Annual Renewal**
 - 7. Olson Lake Trail Sanitary Sewer Project – Resolution Approving the Joint Powers Agreement with the City of Oakdale; *Resolution 2013- 33***

8. Sanitary Sewer Service Agreement – Resolution Approving Agreement with the City of Oakdale; ***Resolution 2013- 34***
9. Easement Encroachment Agreement – 10978 57th St N.

J. Regular Agenda

10. Damon Farber Associates – Lake Elmo Theming Project Final Kit of Parts
11. Adopt Property Maintenance Code; ***Ordinance 08-075***
12. Zoning Map Update; ***Ordinance 08-076***
13. Tree Preservation Ordinance; ***Ordinance 08-077, Resolution 2013- 35***
14. Parking Regulations Ordinance Update; ***Ordinance 08-078, Resolution 2013- 36***
15. Olson Lake Minor Comprehensive Plan Amendment; ***Resolution 2013- 37***
16. Construction Observation Support Services – Resolution Approving Joint Powers Agreement with the City of Maplewood; ***Resolution 2013- 38***
17. Water Surface Use Amendment §97.21(B)(1)(b) Revision ***

K. Discussion Only

18. City Council Retreat (Smith/Nelson request) – No Staff Memo

L. Summary Reports and Announcements

- Mayor
 - Economic Development Authority Appointments
- Council
- City Administrator
- City Attorney
- Planning Director
- City Engineer
- Finance Director
- City Clerk

M. Adjourn

****** Item 17 Public Input segment limited to 20 minutes total***

LAKE ELMO CITY COUNCIL MINUTES
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CITY OF LAKE ELMO
CITY COUNCIL MINUTES
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Mayor Pearson called the meeting to order at 7:00 P.M.

PRESENT: Mayor Pearson, Council Members Bloyer, Nelson, Smith, and Park

Also Present: City Administrator Zuleger, City Attorney Snyder, Planning Director Klatt, City Engineer Griffin, Finance Director Bendel, and City Clerk Bell.

PLEDGE OF ALLIGENCE

APPROVAL OF AGENDA

*MOTION: Council Member Nelson moved **TO APPROVE THE APRIL 16, 2013 CITY COUNCIL AGENDA AS PRESENTED.** Council Member Bloyer seconded the motion. **Motion passed 5-0.***

ITEM 1: ACCEPT MINUTES

THE APRIL 02, 2013 CITY COUNCIL MINUTES WERE APPROVED AS AMENDED BY CONSENSUS OF THE CITY COUNCIL.

PUBLIC COMMENTS None

PRESENTATIONS

ITEM 2: QUALITY STAR PRESENTATION - RICK CHASE

City Administrator Zuleger presented the Quality Star Award to Building Official Rick Chase for his commitment to quality, fair and equitable treatment of the building community, and protection of property values through consistent code enforcement.

CONSENT AGENDA

3. Approve Payment of Disbursements and Payroll of \$149,458.18
4. Accept Financial Report dated March 31, 2013
5. Accept Building Permit Report dated March 31, 2013
6. Well No. 4 -Resolution Approving Plans and Specifications and Ordering
 Advertisement for Bids; **Resolution 2013- 26**
7. Amend Valley Cartage Tax Abatement Resolution; **Resolution 2013- 27**
8. Approve Wild Adventure Race Spring Sprint - Sunfish Lake Park/Lake Elmo Park
 Reserve

*MOTION: Council Member Bloyer moved **TO APPROVE THE CONSENT AGENDA AS PRESENTED.** Council Member Nelson seconded the motion. **MOTION PASSED 5-0.***

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REGULAR AGENDA

ITEM 9: SPEAK YOUR PEACE PROJECT: RESOLUTION 2013-28

City Admin Zuleger gave overview of Speak Your Peace project. It was founded in 2003 in the Duluth/Superior area. It operates as a means to increase civil engagement in community. One goal is to learn how to disagree without being disagreeable and create an environment where individuals feel comfortable. Lake Elmo service clubs the Lions, Rotary, and Jaycees are also involved.

Mr. Zuleger explained the nine tools of civility used in the project: 1) Pay Attention; 2) Listen; 3) Be Inclusive; 4) Don't Gossip; 5) Show Respect; 6) Be Agreeable; 7) Apologize; 8) Give Constructive Criticism; and 9) Take Responsibility For Actions. The target audience is the local governing bodies and policy makers; service and nonprofit organizations; schools; churches; businesses; and residents. Mr. Zuleger explained the website - <http://www.speakyourpeacelakeelmo.org> and described its content.

Lake Elmo's model is Washington County. They handle many tough issues and maintain civility well. Former Lake Elmo Council Member Rita Conlin is advocate and liaison with Washington County. Taxpayer Services and Communications Specialist Alyssa McLeod is leading the implementation for the city.

*MOTION: Council Member Smith moved **TO ADOPT RESOLUTION 2013-28, ADOPTING THE NINE TOOLS OF CIVILITY**. Council Member Park seconded the motion. **MOTION PASSED 5-0.***

ITEM 10: LAKE ELMO WINE COMPANY

City Clerk Bell explained the reason for the license application being brought before Council. The business is being sold and the new owner is seeking the license be transferred to his new business. Mr. Bell explained that a public hearing is required.

Public Hearing held. There were no public comments.

*MOTION: Council Member Nelson moved **TO APPROVE A NEW OFF-SALE INTOXICATING LIQUOR LICENSE FOR LAKE ELMO WINE COMPANY AT 3511 LAKE ELMO AVE. NORTH TO CALVIN WILKENS, 5 GRAND, LLC., PENDING APPROVAL BY THE WASHINGTON COUNTY SHERIFF**. Council Member Smith seconded the motion. **MOTION PASSED 5-0.***

ITEM 11: MINNESOTA INVESTMENT FUND

City Administrator Zuleger explained the background of the Valley Cartage expansion and the MIF forgivable loan process/overview. Loan is contingent on the creation of the jobs. Lake Elmo will be administering the fund.

Public Hearing held. There were no public comments.

*MOTION: Council Member Park moved **TO APPROVE 2013-29 AUTHORIZING AN APPLICATION TO THE STATE OF MINNESOTA FINANCING PROGRAM, THE MINNESOTA INVESTMENT FUND, IN THE AMOUNT OF UP TO \$500,000 FOR VALLEY CARTAGE GROUP, INC.***. Council Member Smith seconded the motion. **MOTION PASSED 5-0.**

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ITEM 12: Water surface use

City Administrator Zuleger provided an overview of the background, timeline, and how the issue was raised. At the 3/05/2013 Council meeting, Council Members Park and Bloyer asked staff to draft an amendment to be brought to 4/16 meeting.

Mr. Zuleger explained the lake rule process and how the MNDNR handles proposals. All water use management starts with local regulation. State of Minnesota encourages local governments to follow state rules. The four principles that the MNDNR uses were explained. 1. Accommodating all compatible uses, where feasible; 2. Minimizing adverse impacts on natural resources; 3. Minimizing conflicts between users to provide maximum use, safety, and enjoyment; and 4. Conform to standards set in law.

Mr. Zuleger presented an overview of MNDNR available options for time use, direction of travel, motor type and size, speed limits, and area zoning. The proposed amendments and the legislative intent were explained. The points of policy decisions were also explained. These included noise, tranquility, property values, shore land erosion, congestions, use balance, water safety, and invasive species.

Mr. Zuleger presented summary overviews of each lake- Olson Lake/Lake Demontreville, Lake Elmo, and Lake Jane. Each lake possesses unique issues. It was pointed out that Washington County has expressed the intention of increasing the usage of the Park Reserve Aquatic Center. It was noted that there is generally a generational gap in position. It was also pointed out that local realtors are not consistent in disclosing use restriction to potential buyers in related property sales. Mr. Zuleger presented a summary of community positions received by the City.

Council Member Bloyer spoke about his motivation for proposing the amendment. Mr. Bloyer then proposed amendments to initial proposal: **For Lake Elmo, there would be no changes. On Olson Lake, Lake Demontreville, and Lake Jane- hours of operation with no wake would be from sunset to sunrise on weekdays; and from sunset to 9:00AM on weekends and holidays. The high water mark restrictions would remain the same; buoy placement would require sheriff approval. Counterclockwise directional traffic will remain. Motorboat races will be prohibited. Accepting a fee for lake access will remain prohibited unless for instructional purposes.**

There was a discussion of why Lake Elmo was treated differently. It was noted that the location of the Park Reserve required unique treatment.

Mayor Pearson explained the way the public comment segment will be conducted. He also asked that the public not direct anger towards staff, but instead take issue with the elected officials.

Public input:

1. **Rev. John Burns** 8249 Demontreville Trail opposes changes. He represents the Carmelites men & women. He reported sending letters to council and administrators. He has concerns about the impact of proposed changes. He reported viewing the 3/05/13 meeting. Mr. Burns relayed

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discussions of state regulations versus Lake Elmo regulations with DNR staff. He is concerned that the basis for change is inaccurate. He would like a compromise. He accused City Attorney Snyder of inaccurately stating the situation.

City Attorney Snyder restated his explanation. Mr. Snyder did not agree with the characterization of his statements.

2. **Dean Johnston** 8200 Hill Trail N opposes changes. 30-year resident. Has enjoyed quiet enjoyment of lake. Pointed out the eight principles that have been in place for the Council. Spoke about past failures to follow through by council. Thought that last time issue came up it was agreed that it would be the end of it. Recommended that council keep promises that were made.
3. **George Johnson** 3070 Lake Elmo Ave N opposes changes. His family has lived in Lake Elmo for 100 years. Loves fact that Lake Elmo is different. Spoke about rhythm of Lake Elmo. Like the quiet. Glad that Lake Elmo stands out.
4. **Michelle Hills** 4455 Olson Lake Trail opposes changes. Spoke on behalf of Olson/Demontreville Association. They are concerned about distress it has caused in community. Explained the work that the lake owners do in regards to the lake thought the issue was closed. Relayed recent survey results. He wants Council to represent the people.

Council Member Bloyer explained what lakes were included in his figure.

5. **Tom Hills** 4455 Olson Lake Trail urged city council to leave ordinance as is. Issue is causing more stress and heartache than it is worth.
6. **Ken Schwab** 1409 Granada Trail N opposes changes. Oakdale resident. His daughter and son are Carmelites. He fishes on lakes. He did not know about the previous change on Lake Jane. Wants the restriction on Jane moved back to noon.
7. **Link Lavey** 8510 Hidden Bay Trail opposes changes. Reported that he was put on record last time issue came up as the opposite of what his opinion was. Wants Council to act on public opinion and not personal interest. He and wife have enjoyed the morning peace and quiet. Concerned about trash. Concerned about Demontreville size and increased use. Concerned about buoys. Believes that lake will be covered with buoys.

Buoy placement was discussed. Council Member Bloyer stated that any buoy overnight needs a Washington County permit.

8. **Don Durand** 2901 Lake Elmo Ave N opposes changes. Lived on Lake Elmo whole life. If it's not broke, don't fix it.
9. **Dennis Birschbach** 4545 Olson Lake Trail opposes changes. Counter-clockwise restriction is important for safety. Concerned about placement of buoys during low water levels. Wants more permanent buoys for hazards.

Who places buoys was discussed. It was explained the Sheriff places them.

10. **Wendy Griffin** 2835 Lake Elmo Ave N opposes changes. Has lived on Lake Elmo almost entire life. Grew up on Lake Elmo. Appreciates council leaving Lake Elmo alone. Suggests Council hold

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- a workshop to learn how to deal with shallow lakes. Also wants council to address invasive species. She hopes that the council spends as much time on groundwater as surface water.
11. **Jean Novak** 2925 Klondike Ave N opposes changes. Has lived in Lake Elmo since two years old. She has spent lots of time on lake. Thinks each lake should be addressed individually. Council should listen to people who have spoken. She wants more regulation for lakes that have public access.
 12. **Paul Novak** 2925 Klondike Ave opposes changes. He worked on water surface use ordinance in past 1995. Past council was trying to be proactive because of Park Reserve coming about. There was call for becoming a no-wake city. Committee tried to look at balance. No changes should occur on any lake.
 13. **Kevin Peterson** 8278 Hidden Bay Court N. Has lived on Olson Lake for 17 yrs. His parents raised him on lake. Spoke about Olson Lake usage. Claimed 80% of use is for fishing. Generally in favor of keeping ordinances as is.
 14. **Joe Peterson** opposes changes. Believes current regulation allows plenty of time for activity. He is concerned about slalom courses. He is concerned about safety issues. In favor of keeping as is.
 15. **John Butenhoff** 2976 Lake Elmo Ave N opposes changes. He appreciates changes proposed at meeting. He believes residents have nearly spoken unanimously against changes. Surprised that issue came up again. Hopes communication is better with public next time.
 16. **Larry Paul** 8186 Hill Trail North opposes changes. Attended Jesuit retreat. Every week 70 men use lake for quiet.
 17. **Karen Johnston** 8200 Hill Trail N opposes changes. She is surprised issue again. Claimed there are no new facts that would justify change. All lakes are very small. Current rules allow generous use. Quiet time is important. Heavy motor use affects lake due to shallowness. Current use is a compromise. She is concerned about protecting lakes.
 18. **Jill Lundgren** 8282 Hidden Bay Court N opposes changes. Thanked Council for public input opportunity. She is concerned about safety and degradation of shoreline with more motor activity. Retreat property; small lake. She is new to city. Moved to Lake Elmo two years ago. Her realtor explained that is a quiet lake. Urged council to listen to residents.
 19. **Dale Dorschner** 3150 Lake Elmo Ave opposes changes. His wife is fourth gen Lake Elmo resident. Has lived on Bald Eagle Lake and Lake Elmo. Claims there is a big difference between Lake Elmo and other lakes. Claims he is perhaps the heaviest user on Lake Elmo. He loves the lake. In favor of less restriction, but would not do it if neighbors were against it. Claims lakes are glorified ponds that are used for recreation. Noise is heard across entire lake. Claims that if Council looks at data, decision should be simple.
 20. **Dennis Trembl** 2715 Lake Elmo Ave opposes changes. He noted core values of service #6 respect the individual. Acknowledges need to provide opportunity for all users to use lakes. In favor of keeping noon restriction.
 21. **Jim Arkell** 8131 Hidden Bay Trail N in favor of changes. He owns 300 ft of Olson Lake outlot. Understands what erosion is about. No diligence obtaining input from those off the lake. Greatest joy is teaching grandkids how to ski. Cannot teach child how to ski at noon because lake is too rough. Wants to teach next generation the joy of lakes. In favor of opening access to use including all people on and off the lake.

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22. **Mark Fritsch** 4563 Birchbark Trail N opposes changes. Claims he warned people last time with Lake Jane changes that issue would come back. He is concerned about loons. Claims usage will drive loons away. Okay to be different. He believes that the counter-clockwise is for safety. Concerned lake will be full of buoys during day. Upset about time change for Lake Jane.
23. **Melissa Miller** 11055 32nd St N opposes changes. She is glad that Lake Elmo is left as is. She believes current regulation is good compromise. Thinks opening it up will increase boats.
24. **Elizabeth Schwab** 1409 Granada Trail N opposes changes. Oakdale resident. She has spent time at Carmelites. Retreat is nationally known because it is quiet and beautiful. Monasteries own almost third of lakeshore. Son and daughter are both Carmelites. Monasteries are treasures. Many communities would like them. Residents there cannot leave. Claims that Carmelites cannot accomplish mission if restrictions are changed. Opposed to demographic
25. **Mark Peterson** 8294 Hidden Bay Trail N opposes changes. He is disappointed with process and how it has been rushed. Claims there are no facts or data to back up proposed changes. Alleges changes are being promoted by a small group of skiers and wake boarders. Asked about conflict of interest vis-a-vis Council Member Bloyer. Owns property and it was noted that

Mayor Pearson stated he does not believe there is a conflict. City Attorney Snyder reported a Minnesota Court of Appeals case *Lenz vs. Coon Creek*. Court ruled that no conflict exists. It is inevitable that council members may have interest. Very narrow grounds for determining conflict.

26. **Phil Eason** 7934 Hill Trail N opposes changes. Claimed he is the largest recreational user on Lake Demontreville. Family enjoys lake.
27. **Roger Johnson** 8048 Hill Trail N opposes changes. 25-year user of lake. Has a powerboat, three jet skis, pontoon, paddleboat, and kayaks. He believes issue is due to a few avid water-skiers who are not willing to share lake with non-wake users. Disagrees with the reasons given to change. Spoke about list of other lakes in state and area with restrictions. Asked that list be entered into record.
28. **John Goodlad** 8344 Hidden Bay Trail N opposes changes. He lives on Lake Demontreville. Thanked the Council for keeping Lake Elmo in newspaper. Wants to echo Mark Peterson's comments. He is in favor of tabling issue and forming workgroup to discuss options.
29. **Audrey Talcott** 8051 Hill Trail N opposes changes. Her husband Bud was on original lake committee. It has worked all these years. Should just leave it as is.
30. **Pat Sinclair** 8164 Hill Trail N opposes changes. He built home in 1983 and was well aware of ordinances. His kids learned how to ski with ordinance. In favor of keeping ordinances as is and is concerned about removing counter-clockwise restriction for safety reasons. Claimed that past campaign promises were not kept.
31. **Tom Linnell** 8056 Hill Trail N opposes changes. He does not understand why current rules cannot stay as they are.

Mayor Pearson explained his understanding of why the issue has been raised. Council Member Smith noted that over time Councils change. As frustrating as things can be, things are going to come up and previous promises are not required to be followed. Council transparency was discussed. Ms. Smith said Mr. Zuleger is the most transparent Administrator she has seen.

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32. **Brock Carlson** 8554 N Hidden Bay Trl in favor of changes. High school junior at Saint Thomas Academy. He asked council to remove all restrictions and just follow state laws. This would allow the next generations to benefit. This is what the future wants.
33. **Elizabeth Niehaus** 2945 Lake Elmo Ave N opposes changes. She thanked Mr. Zuleger for his presentation and work. Noted city has opportunity to add additional restriction to lake use. Sizes and shapes of lakes are unique. Concerned about enforcement with non-uniformity. She is concerned with safety and wants to maintain balance.
34. **Linda Ott** 7831 50th St N opposes changes. She believes uniformity can be beneficial and detrimental. Asked council to create times for all users to use. In favor of leaving rules as is.
35. **Jim Blackford** 9765 45th St N opposes changes. He does not live on lake. Councils he has worked with were in "race to the top", not race to bottom. He is proud of working with past councils and mayors to make Lake Elmo better and keep it different. Past actions were careful compromises considering all needs. He believes that this issue and process has been mishandled. He is embarrassed that Jesuits had to speak up asking to be respected. Claims council member owes apology to all citizens of Lake Elmo for putting them through this. Mr. Blackford threatened this [ordinance change] will not happen. He claimed that [council] would not win this battle. Threatened war is coming if council acts. Change is not will of the people.
36. **Gary Kimlinger** 9461 Jane Rd N opposes changes. He does not think ordinances should be changed. Times and boats have changed since ordinances originally enacted. He is concerned about buoy placement. Some users are not as respectful of others. Enforcement should be stepped up.
37. **Joe McGrath** 8120 Demontreville Trail N opposes changes. He has friends on both sides of issue. Has lived there for almost 25 years. Believes best compromise is current ordinances. Time restrictions do make sense. Advocates council not vote tonight on issue. Recommends Council get more data and input before acting.
38. **Paula McGrath** 8120 Demontreville Trail N opposes changes. Lives adjacent to Jesuits. Love the silence. Loves neighbors. Wants ordinance kept as is.
39. **Jerry Junker** 11130 20th St Ct N opposes changes. Lived at residence for 24 years. He wants counter-clockwise restriction to remain. Concerned about safety and wake issues. More hours of skiing results in more erosion.
40. **Betsy McDonough** 4711 Birchbark Trail N opposes changes. Also wants Lake Jane back to Noon. Alleges questionable math used in previous Lake Jane survey. Claims counter-clockwise removal is dangerous. Questions statistical data on Lake Jane use. Alleges issue looks sounds and feels like a personal agenda. Accused council of being non-transparent.

Meeting recessed at 9:54PM. Meeting reconvened at 10:13PM

41. **Don Butler** 8416 Hidden Bay Trail opposes changes. He has lived at residence for 56 years. Fortunate to live on recreational lake. Relayed past experience of removing stumps in his bay, which built community. He believes you have to challenge life, if not, you're not living it.

*MOTION: Council Member Nelson moved **TO RECESS PUBLIC INPUT**. Seconded by Council Member Park. **MOTION PASSED 5-0.***

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*MOTION: Council Member Nelson moved **TO CHANGE AGENDA AND TAKE UP ITEMS 16 & 17.** Seconded by Council Member Smith. **MOTION PASSED 5-0.***

ITEM 16: KEATS MSA STREET AND TRUNK WATERMAIN IMPROVEMENTS - ACCEPT BIDS AND AWARD CONTRACT

City Engineer griffin gave overview of Keats bid. Staff determines that 12 inch pipe alternate was worth savings recognized.

Council Member Nelson asked about total assessment to each owner. Mr. Griffin stated preliminary estimates. \$2,900 initial assessment and \$2,900 fee later.

*MOTION: Council Member Smith moved **TO APPROVE RESOLUTION NO. 2013-32, ACCEPTING THE BIDS AND AWARDING A CONTRACT TO T.A. SCHIFSKY AND SONS, INC., IN THE AMOUNT OF \$1,606,833.47, FOR THE KEATS MSA STREET AND TRUNK WATERMAIN IMPROVEMENTS.** Seconded by Council Member Park **MOTION PASSED 5-0.***

ITEM 17: AUTHORIZATION TO DISTRIBUTE AN ENVIRONMENTAL ASSESSMENT WORKSHEET (EAW) FOR THE LENNAR RESIDENTIAL DEVELOPMENT (SAVONA)

Planning Director Klatt gave overview of Environmental Assessment Worksheet for Lennar project. As Responsible Government Unit, the City Council must order document distributed to agencies.

*MOTION: Council Member Park moved **TO AUTHORIZE DISTRIBUTION OF THE MANDATORY EAW FOR THE SAVONA RESIDENTIAL SUBDIVISION STARTING THE 30-DAY EAW PUBLIC COMMENT PERIOD.** Seconded by Council Member Bloyer. **MOTION PASSED 5-0.***

City Administrator Zuleger requested that motion be made that Items 13, 14, and 15 be moved to next meeting in the interest of time.

*MOTION: Mayor Pearson moved **TO POSTPONE AGENDA ITEMS 13, 14, AND 15 TO NEXT REGULAR CITY COUNCIL MEETING.** Seconded by Council Member Smith. **MOTION PASSED 5-0.***

*MOTION: Council Member Smith moved **TO RECONVENE PUBLIC INPUT.** Seconded by Council Member Park. **MOTION PASSED 5-0.***

42. **Susan Hawkinson** 4891 Olson Lake Trail N opposes changes. She questions the purpose given of expanding enjoyment of lakes. She wants younger people to learn about all uses, including quiet use. She spoke about her daughter training for triathlon. Wake creation has impact on her training.
43. **Justin Smith** 3291 Lampert Ave opposes changes. He wants rules to remain as is. Wants all lakes to be the same for enforcement purposes, but doesn't want changes. Stated he will use Lake Jane earlier.

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44. **Jeff Berg** 3271 Lampert Ave opposes changes. He spoke about environmental concerns. He offered "scientific" data on the effect of motorized activity on lake vegetation. He claimed literature shows that decrease in water clarity leads to decrease in property values as well as increase in invasive species.
45. **Brenda Jo Carlson** 8554 N Hidden Bay Trl in favor of changes. She asked Council to remove restrictions and follow the state rules. She feels that the restrictions are unfair to homeowners. Does not want tax dollars used to police the lake.
46. **Dave Carlson** 8554 N Hidden Bay Trl in favor of changes. He has spoke to issue in past. He is a board member of Olson/Demontreville group. Feels ordinances penalize homeowners. If we have regulation, it should be enforced. It currently is not being enforced.
47. **Karen Slakey** 7872 Demontreville Trl N in favor of changes. She believes use of lakes to full potential is important. He is asking City to lift restrictions and follow MnDNR standards. Current restrictions have only caused strife with neighbors. There needs to be uniform and consistent enforcement. She believes residents are unfairly punished under current enforcement.
48. **Sharon Engdahl** 2491 Lake Elmo Ave N opposes changes. She is pleased with residents' passion and that Lake Elmo remaining as is. Claims it's a matter of sharing the lakes. She believes bringing issue up creates disrespect for everyone and asked that issue never be brought up again. She wants Council to consider health and well-being of everyone.
49. **Amy Gustafson** 8120 Hill Trail N opposes changes. Stated he does not own a boat. Stated she would not use any power tools if she had her way. She spoke about enforcement and multi-disabled sister who loves swimming. Claimed that nature is a need, not a want.
50. **Bryan Boyle** 10961 32nd St N opposes changes. As new resident, considered restrictions in moving to Lake Elmo.
51. **Gail Olson** 2525 Lake Elmo Ave opposes changes. She had sent letter to City opposing. Appreciates proposed amendment to initial changes proposed. Stated that even the DNR has restrictions. Reported that there is a claim that parks, and therefore quiet lakes, are good for health.

The 150' wake buffer was discussed. It was explained that it only applies to personal watercraft. DNR review was also discussed. If nothing changes, there will be no DNR review.

52. **Clayton Michaels** 8066 Hill Trail opposes changes. He does not use the lake, but appreciates the lake. He is against lengthening time for powerboats to use lake. Claimed that his realtor said property value would increase if no changes.

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53. **Richard Engdahl** 2491 Lake Elmo Ave N opposes changes. Claims fishing has decreased in recent years. Coincidentally, use has increased, and water clarity has worsened. He is concerned about safety issues and wants more enforcement. He invited Council to come to lake and experience wake issue.
54. **Debbie Dean** 8028 Hill Trail N in favor of changes. Resident for 25 years and wants restrictions done away with. Already hears fishermen exceeding wake restrictions, but claims only the residents are penalized. She spoke about her grandchildren not being able to use lake when they visit. She is ashamed of some rude behavior and comments.
55. **Kristen Chirafisi 9250 Lake Jane Trail N** opposes changes. Speaking on behalf of her parents. She is concerned about the counter-clockwise restriction being removed. She reported incident in past with current restriction. She is worried that removing it would worsen matters.
56. **Mairlynn Kennedy** 9051 Jane Rd N opposes changes. Believes changes are huge safety issue.
57. **Sheryl Sarkisian** 8290 Hidden Bay Ct N opposes changes. She lives at south end of retreat. Loves the peace and quiet. Concerned about conservation. Thinks that a slight change may be appropriate because noon is late during the summer, but prefers no change.

City Attorney Snyder noted that this type of ordinance change does not require a public hearing. City Administrator Zuleger re-read proposed changes. Discussion followed.

Council Member Bloyer read data on boating accidents and environmental studies. He reported that there is no negative effect on water clarity and erosion. Mr. Bloyer suggested that fish population might be down due to overfishing. Environmental and erosion concerns were discussed. Mayor Pearson stated that environmental concerns would eventually lead to banning all wakes. Council Member Park expressed her wish to have the 9AM be uniform.

Council Member Nelson stated his concerns about the freedom to use public lakes as people choose. A number of people have contacted him, but they are afraid to come forward due to potential reprisal from opponents. Because of federal funding, the only way to increase enforcement is to pay for it. Most residents are not going to want to pay more in taxes for more enforcement.

Mayor Pearson stated he could attest to the reluctance on the other side to come forward. He also recognizes that many people enjoy the peace and quiet. However, he believes that removing the time restriction may actually increase safety by expanding the available time for use. There may be less congestion if users are not forced to all use lake at same short time. He is concerned that increased lake enforcement could possibly reduce the automobile traffic speed enforcement. Lakes are a public asset.

Council Member Park stated that those who want to kayak, canoe, etc. can still do these activities between 6-9AM. She stated her belief that this is primarily a weekend use issue. Ms. Park noted it is

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a public lake and does not believe that proposed changes will hurt anyone. She admitted that it is difficult to have to make any unpopular decisions.

Council Member Smith acknowledged that this is a difficult decision. Up until the last few days, responses were 50/50. She cannot explain why more of those who support the changes are not present. Lake Elmo residents have been most recent commentators. Ms. Smith wants to be fair and is in favor of 9AM across the board.

Mayor Pearson stated that Council has listened to the public input. He is not in favor of tabling; however, he does not believe that any new information will be learned. Mayor Pearson is in favor of 9AM.

Council Member Boyer is okay with counter-clockwise on all lakes all the time. He does not believe that 9AM change on Lake Jane has caused any problems. Nothing has changed. Consistency is important for tri-lakes regardless of what the Council decides.

Council Member Park explained her logic behind the 9AM every day. Believes it is a good compromise.

*MOTION: Council Member Park moved **TO AMEND ORIGINAL MOTION BY RESTRICTING NO WAKE SUNSET -9AM ON OLSON LAKE/DEMONTREVILLE LAKE/LAKE JANE EVERY DAY.** Seconded by Mayor Pearson. 2-2-1 (NELSON/BOYER- NAY; SMITH- NO VOTE) **MOTION FAILS.***

Council Member Smith wants a review period/process. If found in September, that problems have arisen, Council can reassess any changes made. Ms. Smith cautioned that she only wants serious issues brought up, not just petty political complaints. Council discussed review process. The Mayor warned that Council needs to study real data, not just conduct a poll.

*MOTION: Council Member Boyer moved **TO AMEND ORIGINAL MOTION BY REESTABLISHING COUNTER CLOCKWISE TRAVEL DIRECTION REQUIREMENT, SEVEN DAYS A WEEK AT ALL TIMES.** Seconded by Council Member Nelson. **MOTION PASSED 5-0.***

*ORIGINAL MOTION: Council Member Boyer moved **TO APPROVE ORDINANCE CHANGES AS AMENDED.** Council Member Nelson seconded the motion. **MOTION PASSED 5-0.***

*MOTION: **COUNCIL MEMBER SMITH MOVED TO RECONSIDER AMENDMENTS AT END OF SEASON NO LATER THAN OCTOBER 31, 2013.** Seconded by Council Member Park. **MOTION PASSED 5-0***

*MOTION: Mayor Pearson offered friendly amendment that **BEFORE OCTOBER 31, 2013, COUNCIL WILL PLACE ON AGENDA A DISCUSSION OF HOW TO REVIEW APRIL 16TH'S ACTION AND ITS AFFECTS ON THE LAKES.** Seconded by Council Member Boyer. **FRIENDLY AMENDMENT – NO VOTE REQUIRED.***

Mayor Pearson invited public to bring to Council related issues of concern regarding the lakes.

LAKE ELMO CITY COUNCIL MINUTES
April 16, 2013

ITEM 13: Postponed to 5/7 mtg.

ITEM 14: Postponed to 5/7 mtg.

ITEM 15: Postponed to 5/7 mtg.

SUMMARY REPORTS AND ANNOUNCEMENTS

Council Member Nelson reported spending three-quarters of day attending planning commission webinar on Saturday. He found it very informative. Interested in purchasing webinar presentation for new commissioners.

Council Member Smith - no report

Council Member Bloyer thanked staff for their time and effort.

Council Member Park - no report

Mayor Pearson reported attending lake issue meetings, HOA meeting; theming meeting; noted quality space available at library; gateway corridor; speak your peace; potential development; EDA applicant; coffee with the Mayor Gorman's this Friday from 7:30-9:00AM; regarding the proposed senior development on Hwy 5, it seems to have run its course. No compelling reason to keep zoning. Wants staff to review zoning. City Attorney Snyder said topic should not be discussed at this time. Staff can be asked to give update.

City Administrator Zuleger reported working on lake issue. Spoke to over 100 residents. Good way to meet people; trying to push Old Village Work Group comp plan through met council and dealing with Airport Commission. Working with legal counsel on next steps in 3M case.

City Attorney Snyder - No update

Finance Director Bendel reported the audit field work is completed; water reports out this week; finalizing CIP for May workshop.

City Clerk Bell - No report.

Meeting adjourned at 12:05 A.M.

LAKE ELMO CITY COUNCIL

ATTEST:

Mike Pearson, Mayor

Adam R. Bell, City Clerk



MAYOR AND COUNCIL COMMUNICATION

DATE: 5/07/2013

CONSENT

ITEM #: 3

AGENDA ITEM: Approve Disbursements in the Amount of \$204,636.60

SUBMITTED BY: Cathy Bendel, Finance Director

REVIEWED BY: Dean Zuleger, City Administrator

SUMMARY AND ACTION REQUESTED: As part of its Consent Agenda, the City Council is asked to approve disbursements in the amount of \$204,636.60. No specific motion is needed, as this is recommended to be part of the overall approval of the *Consent Agenda*.

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

Claim #	Amount	Description
ACH	\$ 10,550.56	Payroll Taxes to IRS & MN Dept of Revenue 04/18/13
ACH	\$ 5,562.26	Payroll Retirement to PERA 4/18/13
DD4551- DD4597	\$ 33,642.21	Payroll Dated 4/18/13 (Direct Deposits)
39817-39830	\$ 8,862.94	Accounts Payable Manual 4/18 & 4/26/13
ACH	\$ 9,784.25	Payroll Taxes to IRS & MN Dept of Revenue 05/02/13
ACH	\$ 5,535.94	Payroll Retirement to PERA 5/02/13
DD4598-DD4616	\$ 26,530.50	Payroll Dated 5/02/13 (Direct Deposits)
1946-1968	\$ 1,380.00	Library Card Reimbursements 5/7/2013
39831-39875	\$ 102,787.94	Accounts Payable 5/7/2013
TOTAL	\$ 204,636.60	

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

RECOMMENDATION: It is recommended that the City Council approve as part of the Consent Agenda proposed disbursements in the amount of \$204,636.60.

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

“Move to approve the May 07, 2013, Disbursements as

Presented *[and modified]* herein.”

ATTACHMENTS:

1. Accounts Payable Dated 5/07/2013

Accounts Payable To Be Paid Proof List

User: denise
Printed: 05/01/2013 - 1:56 PM
Batch: 002-05-2013

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close PO Line #
L-BEAUDE Beaudet Mary Jo 325 04/30/2013 206-450-5300-44300 Miscellaneous 325 Total: L-BEAUDE Total:		60.00 60.00 60.00	0.00	05/07/2013	Library Card Reimbursement		-	No		0000
L-BOYDCH Boyd Christine 326 04/30/2013 206-450-5300-44300 Miscellaneous 326 Total: L-BOYDCH Total:		60.00 60.00 60.00	0.00	05/07/2013	Library Card Reimbursement		-	No		0000
L-BURBAN Burban Lisa 327 04/30/2013 206-450-5300-44300 Miscellaneous 327 Total: L-BURBAN Total:		60.00 60.00 60.00	0.00	05/07/2013	Library Card Reimbursement		-	No		0000
L-BUTALA Butala Ann 328 04/30/2013 206-450-5300-44300 Miscellaneous 328 Total: L-BUTALA Total:		60.00 60.00 60.00	0.00	05/07/2013	Library Card Reimbursement		-	No		0000
L-CARMEL Carmelitte Heritage 330 04/30/2013 206-450-5300-44300 Miscellaneous 330 Total: L-CARMEL Total:		60.00 60.00 60.00	0.00	05/07/2013	Library Card Reimbursement		-	No		0000

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
L-CHINRO Chim Roger										
331	04/30/2013	60.00	0.00	05/07/2013	Library Card Reimbursement				No	0000
206-450-5300-44300	Miscellaneous	60.00								
	331 Total:	60.00								
L-CHINRO Total:										
L-DOUGHE Dougherty Marcie										
329	04/30/2013	60.00	0.00	05/07/2013	Library Card Reimbursement				No	0000
206-450-5300-44300	Miscellaneous	60.00								
	329 Total:	60.00								
L-DOUGHE Total:										
L-EISELE Eisele Shelley										
332	04/30/2013	60.00	0.00	05/07/2013	Library Card Reimbursement				No	0000
206-450-5300-44300	Miscellaneous	60.00								
	332 Total:	60.00								
L-EISELE Total:										
L-HANSEN Hansen Nancy										
333	04/30/2013	60.00	0.00	05/07/2013	Library Card Reimbursement				No	0000
206-450-5300-44300	Miscellaneous	60.00								
	333 Total:	60.00								
L-HANSEN Total:										
L-HAUGPA Haug Pat										
334	04/30/2013	60.00	0.00	05/07/2013	Library Card Reimbursement				No	0000
206-450-5300-44300	Miscellaneous	60.00								
	334 Total:	60.00								
L-HAUGPA Total:										
L-JOHMAR Johnson Mary Jo										
335	04/30/2013	60.00	0.00	05/07/2013	Library Card Reimbursement				No	0000
206-450-5300-44300	Miscellaneous	60.00								
	335 Total:	60.00								
L-JOHMAR Total:										
L-KNUTSO Knutson Judy										
336	04/30/2013	60.00	0.00	05/07/2013	Library Card Reimbursement				No	0000
206-450-5300-44300	Miscellaneous	60.00								
	336 Total:	60.00								

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
L-KNUTSO Total:		60.00								
L-LEELIS Lee Lisa										
337	04/30/2013	60.00	0.00	05/07/2013	Library Card Reimbursement		-		No	0000
206-450-5300-44300	Miscellaneous	60.00								
337 Total:		60.00								
L-LEELIS Total:		60.00								
L-MEISTH Meisterling Hailee										
338	04/30/2013	60.00	0.00	05/07/2013	Library Card Reimbursement		-		No	0000
206-450-5300-44300	Miscellaneous	60.00								
338 Total:		60.00								
L-MEISTH Total:		60.00								
L-PASLEY Pasley Chantia										
339	04/30/2013	60.00	0.00	05/07/2013	Library Card Reimbursement		-		No	0000
206-450-5300-44300	Miscellaneous	60.00								
339 Total:		60.00								
L-PASLEY Total:		60.00								
L-PAULPH Paulson Phyllis										
340	04/30/2013	60.00	0.00	05/07/2013	Library Card Reimbursement		-		No	0000
206-450-5300-44300	Miscellaneous	60.00								
340 Total:		60.00								
L-PAULPH Total:		60.00								
L-PAWLOS Pawloski Elizabeth										
341	04/30/2013	60.00	0.00	05/07/2013	Library Card Reimbursement		-		No	0000
206-450-5300-44300	Miscellaneous	60.00								
341 Total:		60.00								
L-PAWLOS Total:		60.00								
L-QUINNLI Quinn Lisa										
342	04/30/2013	60.00	0.00	05/07/2013	Library Card Reimbursement		-		No	0000
206-450-5300-44300	Miscellaneous	60.00								
342 Total:		60.00								
L-QUINNLI Total:		60.00								

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
L-SCHUBO Schumacher Bob										
343	04/30/2013	60.00	0.00	05/07/2013	Library Card Reimbursement				No	0000
206-450-5300-44300	Miscellaneous	60.00								
	343 Total:	60.00								
	L-SCHUBO Total:	60.00								
L-SETTER Settersfrom Lisa										
344	04/30/2013	60.00	0.00	05/07/2013	Library Card Reimbursement				No	0000
206-450-5300-44300	Miscellaneous	60.00								
	344 Total:	60.00								
	L-SETTER Total:	60.00								
L-SMITHR Smith Richard										
345	04/30/2013	60.00	0.00	05/07/2013	Library Card Reimbursement				No	0000
206-450-5300-44300	Miscellaneous	60.00								
	345 Total:	60.00								
	L-SMITHR Total:	60.00								
L-YLINEN Ylinen James										
346	04/30/2013	60.00	0.00	05/07/2013	Library Card Reimbursement				No	0000
206-450-5300-44300	Miscellaneous	60.00								
	346 Total:	60.00								
	L-YLINEN Total:	60.00								
L-ZHOUC Zhou Caixia										
347	04/30/2013	60.00	0.00	05/07/2013	Library Card Reimbursement				No	0000
206-450-5300-44300	Miscellaneous	60.00								
	347 Total:	60.00								
	L-ZHOUC Total:	60.00								
	Report Total:	1,380.00								

Accounts Payable To Be Paid Proof List

User: denise

Printed: 05/02/2013 - 11:00 AM

Batch: 003-05-2013

Invoice #	Inv Date	Amount	Quantity	Ent Date	Description	Reference	Task	Type	PO #	Close POLine #
ANCOM ANCOM Communications, Inc.										
36800	05/01/2013	122.91	0.00	05/07/2013	Radio Case - Fire Department		-	No		0000
101-420-2220-43230	Radio	122.91								
36800 Total:		122.91								
ANCOM Total:										
ARAM Aranark, Inc.										
629-7724008	04/11/2013	25.54	0.00	05/07/2013	Uniforms- Public Works dated 4/11/2013		-	No		0000
101-430-3100-44170	Uniforms	25.54								
629-7724008 Total:		32.81								
629-7725855	04/15/2013	32.81	0.00	05/07/2013	Monthly Rug Service Station #1		-	No		0000
101-420-2220-44010	Repairs/Maint Bldg	32.81								
629-7725855 Total:		51.83								
629-7725856	05/01/2013	51.83	0.00	05/07/2013	Linen City Hall		-	No		0000
101-410-1940-44010	Repairs/Maint Contractual Bldg	51.83								
629-7725856 Total:		212.03								
629-7725857	04/15/2013	212.03	0.00	05/07/2013	Monthly Rug Service Station #2		-	No		0000
101-420-2220-44010	Repairs/Maint Bldg	212.03								
629-7725857 Total:		25.54								
629-7733644	04/25/2013	25.54	0.00	05/07/2013	Uniforms- Public Works dated 4/25/2013		-	No		0000
101-430-3100-44170	Uniforms	25.54								
629-7733644 Total:		62.19								
629-7735482	04/29/2013	62.19	0.00	05/07/2013	City Hall - Floor Mats & Linen Services		-	No		0000
101-410-1940-44010	Repairs/Maint Contractual Bldg	62.19								
629-7735482 Total:		51.58								
629-7735483	05/01/2013	51.58	0.00	05/07/2013	Monthly Rug Service-Annex		-	No		0000
101-410-1940-44010	Repairs/Maint Contractual Bldg	51.58								
629-7735483 Total:		461.52								
ARAM Total:										
ASPENMI Aspen Mills, Inc.										
134179	04/24/2013	16.41	0.00	05/07/2013	#134179-Patches on Class A		-	No		0000
101-420-2220-44170	Uniforms									

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
134180	04/24/2013	16.41								
101-420-2220-44170	Uniforms	44.89	0.00	05/07/2013	#134180-Patches on Class A hat		-		No	0000
	134180 Total:	44.89								
	ASPENMI Total:	61.30								
<hr/>										
BERTELSON Bertelson's										
OE-3167331	04/17/2013	57.90	0.00	05/07/2013	Admin-City Hall Supplies		-		No	0000
101-410-1320-42000	Office Supplies	57.90								
	OE-3167331 Total:	57.90								
BERTELSON Total:										
<hr/>										
BRO Brodart Company										
293099	04/15/2013	105.30	0.00	05/07/2013	Library - Book Wrapping Supplies		-		No	0000
206-450-5300-42000	Office Supplies	105.30								
	293099 Total:	105.30								
BRO Total:										
<hr/>										
CARDMEMB Cardmember Service										
04/19/2013	05/17/2013	15.00	0.00	05/07/2013	Misc Meals 4/12/13 D Zuleger		-		No	0000
101-410-1320-44300	Miscellaneous	51.36	0.00	05/07/2013	Lake Elmo Oil- Fuel R Chase		-		No	0000
04/19/2013	05/17/2013	100.00	0.00	05/07/2013	GTS Educational Eve- D Zuleger		-		No	0000
101-420-2400-42120	Fuel, Oil and Fluids	35.00	0.00	05/07/2013	VISA Late Fee due 4/17/13		-		No	0000
04/19/2013	05/17/2013	489.32	0.00	05/07/2013	Grand View Lodge Training-D Zuleger		-		No	0000
101-410-1320-44300	Miscellaneous	22.90	0.00	05/07/2013	VISA Interest Charge on Purchases		-		No	0000
04/19/2013	05/17/2013	13.50	0.00	05/07/2013	Compliance Signs- A Bell		-		No	0000
101-410-1940-44010	Repairs/Maint Contractual Bldg	355.28	0.00	05/07/2013	Antonline-Pressure Booster Pump - PW		-		No	0000
04/19/2013	05/17/2013	38.38	0.00	05/07/2013	Seal Kit Booster Pump - PW		-		No	0000
601-494-9400-44030	Repairs/Maint Imp Not Bldgs	32.09	0.00	05/07/2013	Misc Meals 4/13-K Klatt		-		No	0000
04/19/2013	05/17/2013	125.00	0.00	05/07/2013	Int'l Code-Governmental Mbrship		-		No	0000
101-430-3100-44030	Repairs/Maint Imp Not Bldgs	24.34	0.00	05/07/2013	ORG Domain Name Registration		-		No	0000
04/19/2013	05/17/2013									
101-410-1910-44300	Miscellaneous									
04/19/2013	05/17/2013									
101-420-2400-44370	Conferences & Training									
04/19/2013	05/17/2013									
101-410-1450-43180	Information Technology/Web									

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
04/19/2013	05/17/2013	79.00	0.00	05/07/2013	Weebly Starte Site		-	No		0000
101-410-1450-43180	Information Technology/Web									
04/19/2013	05/17/2013	33.98	0.00	05/07/2013	Menards- Supplies - R Chase		-	No		0000
101-420-2400-42000	Office Supplies									
	04/19/2013 Total:	1,415.15								
	CARDMEMB Total:	1,415.15								
CARQUEST Car Quest Auto Parts										
2055-286064-157	04/15/2013	198.02	0.00	05/07/2013	Steering Gear Box & Arm Assembly		-	No		0000
101-430-3120-42210	Equipment Parts				98-1					
2055-286064-157	Total:	198.02								
2055-286156	04/16/2013	55.91	0.00	05/07/2013	Oil Filter V Belt		-	No		0000
101-430-3120-42210	Equipment Parts									
2055-286156	04/16/2013	21.78	0.00	05/07/2013	Filter Wrenches		-	No		0000
101-430-3100-42400	Small Tools & Minor Equipment									
2055-286156	Total:	77.69								
2055-286243	04/17/2013	66.40	0.00	05/07/2013	Asphalt Roller Battery		-	No		0000
101-430-3120-42210	Equipment Parts									
2055-286243	Total:	66.40								
2055-286577	04/22/2013	181.88	0.00	05/07/2013	Alternator, Brake Hardware		-	No		0000
101-430-3120-42210	Equipment Parts									
2055-286577	Total:	181.88								
2055-28762	04/24/2013	19.27	0.00	05/07/2013	Electrical Adapter		-	No		0000
101-430-3120-42210	Equipment Parts									
2055-28762	Total:	19.27								
	CARQUEST Total:	543.26								
CENTURYL CenturyLink										
4/19/2013	05/08/2013	120.03	0.00	05/07/2013	Phone Service - Library		-	No		0000
206-450-5300-43210	Telephone									
4/19/2013	05/08/2013	35.95	0.00	05/07/2013	Internet Service - Library		-	No		0000
206-450-5300-43250	Internet									
	4/19/2013 Total:	155.98								
	CENTURYL Total:	155.98								
CTYOAKDA City of Oakdale										
201304093621	04/09/2013	1,033.38	0.00	05/07/2013	Clutch, T1 & Labor- Fire Department		-	No		0000
101-420-2220-44040	Repairs/Maint Eqpt									
201304093621	Total:	1,033.38								
	CTYOAKDA Total:	1,033.38								

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
DELAPP DeLapp Steve 04/15/2013 05/07/2013 206-450-5300-44010 Repairs/Maint Bldg 04/15/2013 Total: DELAPP Total:		105.89 105.89 105.89	0.00	05/07/2013	Building Repair & Rehab Reimb S DeLapp		-	No		0000
DEMCO Demco 4935447 04/10/2013 206-450-5300-42500 Library Collection Maintenance 4935447 Total: DEMCO Total:		50.42 50.42 50.42	0.00	05/07/2013	Glossy Label Protectors - Library		-	No		0000
EMERGAUT Emergency Automotive tech, Inc 21671 04/16/2013 101-420-2220-44040 Repairs/Maint Eqpt 21671 Total: EMERGAUT Total:		148.00 148.00 148.00	0.00	05/07/2013	Repair Siren on CV1 - Fire Department		-	No		0000
FINANCE Finance and Commerce 10284381 04/04/2013 101-410-1450-43510 Public Notices 10284381 Total: 10293959 04/18/2013 101-410-1450-43510 Public Notices 10293959 Total: FINANCE Total:		207.06 207.06 171.97 171.97 379.03	0.00	05/07/2013	Bids/Construction LE 2013 Seal Coat Bids/Construction-LE Production Well #4		-	No		0000
FIORILLO Fiorillo Megan 04/09/2013 04/09/2013 101-410-1450-43620 Cable Operations 04/09/2013 Total: 04/16/2013 04/16/2013 101-410-1450-43620 Cable Operations 04/16/2013 Total: FIORILLO Total:		41.25 41.25 68.75 68.75 110.00	0.00	05/07/2013	Cable Oper - 4/9/13 CC Workshop 3hrs Cable Oper - 4/16/13 CC Workshop 5hrs		-	No		0000
FOCUS Focus Engineering, Inc. 597-598 04/27/2013 101-410-1930-43030 Engineering Services 597-598 Total:		2,387.86 2,387.86	0.00	05/07/2013	General Engineering		-	No		0000

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
597-598	04/27/2013	292.50	0.00	05/07/2013	General Engineering-		-			No 0000
101-410-1910-43030	Engineering Services									
	597-598 Total:	292.50								
599	04/27/2013	1,215.00	0.00	05/07/2013	General Engineering-VRA		-			No 0000
101-420-2400-43030	Engineering									
599	04/27/2013	624.00	0.00	05/07/2013	General Engineering-VRA		-			No 0000
101-410-1910-43030	Engineering Services									
599	04/27/2013	703.00	0.00	05/07/2013	General Engineering-VRA		-			No 0000
101-430-3100-43030	Engineering Services									
599	04/27/2013	427.50	0.00	05/07/2013	General Engineering-VRA		-			No 0000
601-494-9400-43030	Engineering Services									
599	04/27/2013	281.00	0.00	05/07/2013	General Engineering-VRA		-			No 0000
602-495-9450-43030	Engineering Services									
599	04/27/2013	1,687.00	0.00	05/07/2013	General Engineering-VRA		-			No 0000
603-496-9500-43030	Engineering Services									
	599 Total:	4,937.50								
600	04/27/2013	1,370.62	0.00	05/07/2013	Transportation & Traffic Systems		-			No 0000
409-480-8000-43030	Engineering Services									
600	04/27/2013	111.00	0.00	05/07/2013	Street Maintenance		-			No 0000
409-480-8000-43030	Engineering Services									
600	04/27/2013	112.50	0.00	05/07/2013	Municipal Aid System		-			No 0000
409-480-8000-43030	Engineering Services									
600	04/27/2013	482.00	0.00	05/07/2013	Capital Improvement Planning		-			No 0000
409-480-8000-43030	Engineering Services									
600	04/27/2013	630.00	0.00	05/07/2013	2013 Seal Coat Project		-			No 0000
409-480-8000-43030	Engineering Services									
600	04/27/2013	2,153.50	0.00	05/07/2013	State Hwy 5 Traffic Mgmt & Safety Improv		-			No 0000
409-480-8000-43030	Engineering Services									
	600 Total:	4,859.62								
601	04/27/2013	178.50	0.00	05/07/2013	Demontreville Highlands Area Street Impr		-			No 0000
419-480-8000-43030	Engineering Services									
	601 Total:	178.50								
602	04/27/2013	1,186.16	0.00	05/07/2013	Olson Lake Trail Sewer Extension Feasib		-			No 0000
409-480-8000-43030	Engineering Services									
	602 Total:	1,186.16								
603	04/27/2013	1,365.50	0.00	05/07/2013	Inwood Ave Trunk Watermain		-			No 0000
601-494-9400-43030	Engineering Services									
	603 Total:	1,365.50								
604	04/27/2013	2,023.58	0.00	05/07/2013	Keats Ave Watermain 43%		-			No 0000
601-494-9400-43030	Engineering Services									
604	04/27/2013	2,682.42	0.00	05/07/2013	Keats Ave Street 57%		-			No 0000
409-480-8000-43030	Engineering Services									
	604 Total:	4,706.00								
605	04/27/2013	1,977.02	0.00	05/07/2013	Lennar I-94 West Corridor		-			No 0000
203-490-9070-43030	Engineering Services									

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
606	04/27/2013	1,977.02								
409-480-8000-43030	Engineering Services	3,597.50	0.00	05/07/2013	LE Ave Infrastructure 194 to 30th Street		-	No		0000
607	04/27/2013	3,597.50								
409-480-8000-43030	Engineering Services	2,758.62	0.00	05/07/2013	Water System Funding Activities (Deeds)		-	No		0000
608	04/27/2013	2,758.62								
601-494-9400-43030	Engineering Services	3,149.50	0.00	05/07/2013	Production Well Number 4		-	No		0000
609	04/27/2013	3,149.50								
601-494-9400-43030	Engineering Services	1,456.47	0.00	05/07/2013	Section 34 Water 40%		-	No		0000
609	04/27/2013	2,184.72	0.00	05/07/2013	Section 34 Sewer Extension 60%		-	No		0000
602-495-9450-43030	Engineering Services	3,641.19	0.00	05/07/2013	CSAH 15(Manning Ave)Corridor Mgmt & Saf		-	No		0000
610	04/27/2013	748.68								
602-495-9450-43030	Engineering Services	748.68	0.00	05/07/2013	CSAH 15(Manning Ave)Corridor Mgmt & Saf		-	No		0000
	FOCUS Total:	35,786.15								
GIBSONJU Gibson Judy										
04092013	04/09/2013	91.74	0.00	05/07/2013	Reimb Paper Towels 3 Cases		-	No		0000
206-450-5300-42000	Office Supplies	91.74								
04092013 Total:		91.74								
04142013	04/14/2013	58.50	0.00	05/07/2013	Reimb Newspaper Subscription Stwt Gaz		-	No		0000
206-450-5300-44330	Dues & Subscriptions	58.50								
04142013 Total:		58.50								
GIBSONJU Total:		150.24								
GRAPHICR Graphic Resources										
45553	04/12/2013	1,577.00	0.00	05/07/2013	8 Pg Spring Newsletter -4pg Insert		-	No		0000
101-410-1450-43090	Newsletter	1,577.00								
45553 Total:		1,577.00								
GRAPHICR Total:		1,577.00								
HALOBRA HALO Branded Solutions Inc										
1946807	04/18/2013	2,454.69	0.00	05/07/2013	500 White Aluminum Bottles		-	No		0000
101-430-3200-42100	Recycling Supplies	2,454.69								
1946807 Total:		2,454.69								
1948454	04/22/2013	1,129.56	0.00	05/07/2013	500 Hunter Green Grocery Totes		-	No		0000
101-430-3200-42100	Recycling Supplies	1,129.56								
1948454 Total:		1,129.56								

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
	HALOBRA Total:	3,584.25								
HAWK Hawk Labeling Systems										
191397 04/19/2013		53.12	0.00	05/07/2013	Labels Black/White-Black /Yellow-		-	No		0000
101-430-3100-42000 Office Supplies										
191397 Total:		53.12								
HAWK Total:		53.12								
HOLIDAYC Holiday Credit Office										
04152013 04/15/2013		412.46	0.00	05/07/2013	Fuel		-	No		0000
101-420-2220-42120 Fuel, Oil and Fluids										
04152013 Total:		412.46								
HOLIDAYC Total:		412.46								
INTEREUM Intereum										
381053 04/09/2013		85.50	0.00	05/07/2013	Office Supplies- File Cabinet		-	No		0000
101-410-1320-42000 Office Supplies										
381053 04/09/2013		85.50	0.00	05/07/2013	Office Supplies- File Cabinet		-	No		0000
101-410-1520-42000 Office Supplies										
381053 04/09/2013		85.50	0.00	05/07/2013	Office Supplies- File Cabinet		-	No		0000
101-420-2400-42000 Office Supplies										
381053 Total:		256.50								
INTEREUM Total:		256.50								
ISG Information Specialist Group										
213048 03/26/2013		14,400.00	0.00	05/07/2013	First 1/2 of Project-Parks Survey		-	No		0000
404-480-8000-43050 Other Park Ded Prof Services										
213048 Total:		14,400.00								
ISG Total:		14,400.00								
LEOIL Lake Elmo Oil, Inc.										
12241-42-12271 04/19/2013		6,624.30	0.00	05/07/2013	Fuel		-	No		0000
101-430-3120-42120 Fuel, Oil and Fluids										
12241-42-12271 Total:		6,624.30								
LEOIL Total:		6,624.30								
LHB LHB										
120205.00-2 04/18/2013		500.00	0.00	05/07/2013	Energy Review Fee		-	No		0000
101-410-1110-44370 Conferences & Training										
120205.00-2 Total:		500.00								

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
LHB Total:		500.00								
MENARDSO Menards - Oakdale										
15607	04/07/2013	125.26	0.00	05/07/2013	Vehicle maint supplies		-	No		0000
101-420-2220-44040	Repairs/Maint Eqpt									
15607	04/07/2013	12.96	0.00	05/07/2013	Water softener salt		-	No		0000
101-420-2220-44010	Repairs/Maint Bldg									
15607 Total:		138.22								
15781	04/10/2013	41.82	0.00	05/07/2013	Paint & Shop Supplies		-	No		0000
101-450-5200-44030	Repairs/Maint Imp Not Bldgs									
15781 Total:		41.82								
180.04	MENARDSO Total:									
MENARDST Menards - Stillwater										
16142	04/15/2013	5.76	0.00	05/07/2013	Tape		-	No		0000
101-420-2220-42000	Office Supplies									
16142	04/15/2013	92.24	0.00	05/07/2013	Items to repaint lines on floor		-	No		0000
101-420-2220-44010	Repairs/Maint Bldg									
16142 Total:		98.00								
98.00	MENARDST Total:									
MNFIRECH MN State Fire Chiefs Assn										
04162013	04/16/2013	50.00	0.00	05/07/2013	Kitchen Demo Trailer Rental-for		-	No		0000
101-420-2220-42090	Fire Prevention				09/07/13					
04162013 Total:		50.00								
50.00	MNFIRECH Total:									
MNNAT MN Dept. of Natural Resources										
0597	04/23/2013	40.72	0.00	05/07/2013	Replacement liners for Bladder Bags		-	No		0000
101-420-2220-44040	Repairs/Maint Eqpt									
0597 Total:		40.72								
40.72	MNNAT Total:									
MURRYREN Murray Renee										
04132013	04/13/2013	112.51	0.00	05/07/2013	Books for Collection - Library		-	No		0000
206-450-5300-42500	Library Collection Maintenance									
04132013	04/13/2013	29.54	0.00	05/07/2013	Baskets for Children's room - Library		-	No		0000
206-450-5300-44300	Miscellaneous									
04132013 Total:		142.05								
26.82	04232013		0.00	05/07/2013	Books for Library Collections		-	No		0000
206-450-5300-42500	Library Collection Maintenance									

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close PO Line #
04232013 Total:		26.82								
MURRYREN Total:		168.87								
NCPERS 566200-NCPERS Minnesota										
5662513	05/01/2013	112.00	0.00	05/07/2013	May 2013 Deductions		-	No		0000
101-000-0000-21708 Other Benefits										
5662513		112.00								
NCPERS Total:		112.00								
PINKY Pinky's Sewer Service, Inc.										
66907	04/15/2013	100.00	0.00	05/07/2013	Pumped 2 septic tanks -		-	No		0000
206-450-5300-44010 Repairs/Maint Bldg										
66907		100.00								
PINKY Total:		100.00								
POMPS Pump's Tire Service, Inc.										
210053230	04/11/2013	432.04	0.00	05/07/2013	4 Each Tires		-	No		0000
101-430-3120-44040 Repairs/Maint Eqpt										
210053230		432.04								
POMPS Total:		432.04								
PROVANTA Provantage										
6605918	02/28/2013	1,057.47	0.00	05/07/2013	3-YR Complete Coverage Warranty Protect		-	No		0000
101-420-2220-42000 Office Supplies										
6605918		1,057.47								
Total:		340.00								
6624818	02/28/2013	340.00	0.00	05/07/2013	Mountable Keyboard w/h Touchpad FD		-	No		0000
101-420-2220-42000 Office Supplies										
6624818		340.00								
PROVANTA Total:		1,397.47								
ROBERTSC Roberts Company, Inc										
269852A	04/15/2013	22.50	0.00	05/07/2013	Service Pins Fire Department		-	No		0000
101-420-2220-44170 Uniforms										
269852A		22.50								
ROBERTSC Total:		22.50								
S&T S&T Office Products, Inc.										
01PS5560	04/02/2013	152.85	0.00	05/07/2013	Admin-Office Supplies		-	No		0000
101-410-1320-42000 Office Supplies										

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
01PS5560	04/02/2013	57.26	0.00	05/07/2013	Planning - Office Supplies		-			0000
101-410-1910-42000	Office Supplies									No
01PS5560	04/02/2013	61.42	0.00	05/07/2013	Finance - Office Supplies		-			0000
101-410-1520-42000	Office Supplies									No
01PS5560	Total:	271.53								
01PS8022	04/08/2013	40.55	0.00	05/07/2013	Admin-Index, Maker, LSR, PCH, 8 tab		-			0000
101-410-1320-42000	Office Supplies									No
01PS8022	04/08/2013	20.27	0.00	05/07/2013	Planning-Index, Maker, LSR, PCH, 8 tab		-			0000
101-410-1910-42000	Office Supplies									No
01PS8022	Total:	60.82								
01PT2204	04/17/2013	35.41	0.00	05/07/2013	Admin-Office Supplies Pens, Clips, Files		-			0000
101-410-1320-42000	Office Supplies									No
01PT2204	Total:	35.41								
S&T	Total:	367.76								
SAMSCLUB Sam's Club										
04/17/2013	04/17/2013	46.39	0.00	05/07/2013	Rehab supplies		-			0000
101-420-2220-44300	Miscellaneous									No
04/17/2013	04/17/2013	24.86	0.00	05/07/2013	Water/Forks for City Hall		-			0000
101-410-1320-42000	Office Supplies									No
04/17/2013	Total:	71.25								
SAMSCLUB	Total:	71.25								
STATE OF State of MN Dept of Public										
8207500132012	04/15/2013	25.00	0.00	05/07/2013	Haz Mat Incident Response Act Fee		-			0000
101-430-3100-44010	Repairs/Maint Bldg									No
8207500132012	Total:	25.00								
STATE OF	Total:	25.00								
SW/WC SW/WC Service Cooperatives										
04/25/2013	04/25/2013	20,439.00	0.00	05/07/2013	June 2013 Insurance Premiums		-			0000
101-090-0000-21706	Medical Insurance									No
04/25/2013	Total:	20,439.00								
SW/WC	Total:	20,439.00								
TASCH T.A. Schifsky & Sons Inc										
54659	04/09/2013	124.08	0.00	05/07/2013	MC Winter Asphalt		-			0000
101-430-3120-42240	Street Maintenance Materials									No
54659	Total:	124.08								
54722	04/23/2013	563.62	0.00	05/07/2013	AC Fine Asphalt & AC 2331 Base Asphalt		-			0000
101-430-3120-42240	Street Maintenance Materials									No
54722	Total:	563.62								

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
TKDA TKDA, Inc.										
002013000842	04/09/2013	375.15	0.00	05/07/2013	194-30th Street LS & Foremain Project		-		No	0000
601-494-9400-43030	Engineering Services	375.15								
002013000842 Total:		375.15								
002013000843	04/09/2013	166.75	0.00	05/07/2013	General Engineering Services-Records		-		No	0000
101-410-1930-43030	Engineering Services	166.75								
002013000843 Total:		166.75								
002013000960	04/12/2013	1,460.80	0.00	05/07/2013	Keats MSA Street		-		No	0000
409-480-8000-43030	Engineering Services	1,460.80								
002013000960	04/12/2013	1,102.00	0.00	05/07/2013	Keats Trunk Watermain		-		No	0000
601-494-9400-43030	Engineering Services	1,102.00								
002013000960 Total:		2,562.80								
TKDA Total:		3,104.70								
TRKUTI Truck Utilities Inc.										
253014	04/18/2013	207.04	0.00	05/07/2013	Cutting & Hyd Parts		-		No	0000
101-430-3125-42210	Equipment Parts	207.04								
253014 Total:		207.04								
TRKUTI Total:		207.04								
UNIQUE Unique Paving Materials Corp.										
226852	04/08/2013	184.79	0.00	05/07/2013	Winter Asphalt-Cold Mix Tons		-		No	0000
101-430-3100-42240	Street Maintenance Materials	184.79								
226852 Total:		184.79								
UNIQUE Total:		184.79								
UOFM University of Minnesota										
1156968-5096378	01/09/2013	30.00	0.00	05/07/2013	Storm Water BMP Course		-		No	0000
101-430-3100-42000	Office Supplies	30.00								
1156968-5096378 Total:		30.00								
UOFM Total:		30.00								
VANGADOR Vang Adora										
04/22/2013	04/22/2013	55.00	0.00	05/07/2013	Cable Operations-4/22/13 PC Meeting 4hrs		-		No	0000
101-410-1450-43620	Cable Operations	55.00								
04/22/2013 Total:		55.00								
VANGADOR Total:		55.00								

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close PO Line #
WASHPRTA Washington County										
1011008	05/15/2013	106.00	0.00	05/07/2013	Full Yr Prop Tax Land Purch for Well #4		-			0000
601-494-9400-45200	Building and Structures									No
	1011008 Total:	106.00								
930087	05/15/2013	111.00	0.00	05/07/2013	1st 1/2 Prop Tax Cnty Auditor's Plat #8		-			0000
206-450-5300-45200	Buildings									No
	930087 Total:	111.00								
930424	05/15/2013	5,683.00	0.00	05/07/2013	1st 1/2 Prop Tax 3537 Lake Elmo Ave		-			0000
206-450-5300-45200	Buildings									No
	930424 Total:	5,683.00								
930765	05/15/2013	1,020.00	0.00	05/07/2013	1st 1/2 Prop Tax Coverdale Lot 10 -13		-			0000
206-450-5300-45200	Buildings									No
	930765 Total:	1,020.00								
	WASHPRTA Total:	6,920.00								
Report Total:		102,787.94								

JOHNSON / TURNER

ATTORNEYS AT LAW & MEDIATION CENTER

April 16, 2013

Dean Zuleger
City of Lake Elmo
3800 Laverne Avenue North
Lake Elmo, MN 55042

Re: *City of Lake Elmo - Prosecution*

Dear Dean:

Enclosed, please find the following documents that are required to permit our firm to utilize and electronically access court records and court documents in Washington County adult criminal cases scheduled on the first appearance, bail hearing, and arraignment calendars:

1. Master Subscriber Agreement for Minnesota Court Data Services for Governmental Agencies;
2. Master Subscriber Agreement Amendment for "Fast Access"; and
3. Sample Resolutions approving the agreements as we are required to provide proof of authority to the State Court Administrator's Office.

I kindly request that you sign these documents and return the executed copies to my office in the self-addressed stamped envelope.

If you have any questions regarding this matter, please do not hesitate to contact me. Thank you.

Sincerely,

JOHNSON & TURNER, P.A.



Sarah B. Sicheneder
SBS/mah

Enclosures

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

RESOLUTION N O . 2013-31

**APPROVING A REVISED MASTER SUBSCRIBER AGREEMENT
FOR MINNESOTA COURT DATA SERVICES FOR GOVERNMENTAL AGENCIES
AND A FAST ACCESS SUBSCRIBER AMENDMENT FOR WASHINGTON COUNTY
PILOT PROGRAM**

Pursuant to due call and notice thereof, a regular meeting of the City Council of the City of Lake Elmo, Minnesota, was held in the Council Chambers of said City on the seventh day of May, 2013, at 7:00 p.m.

WHEREAS, pursuant to M.S. § 471.59, the State of Minnesota and the City of Lake Elmo may enter into cooperative agreements for the joint exercise of powers or for the provision of governmental services, and;

WHEREAS, the State of Minnesota, Office of State Court Administration, offers and provides certain court data services, including access to state court records and documents, solely for certain governmental use, and;

WHEREAS, the City of Lake Elmo desires to have its City Attorney access and use that data to assist in the efficient performance of its duties.

NOW, THEREFORE, BE IT RESOLVED by the Lake Elmo City Council that the Mayor and City Administrator, City Attorney, or other appropriate officers of the City are hereby authorized to execute on behalf of the City the aforementioned Agreement, Amendment, and related documents and forms required by the State to allow access to the specified court service data.

ADOPTED BY THE LAKE ELMO CITY COUNCIL ON THIS SEVENTH DAY OF MAY 2013.

CITY OF LAKE ELMO

Mike Pearson
Mayor

(Seal)
ATTEST:

Dean Zuleger
City Administrator

MASTER SUBSCRIBER AGREEMENT FOR MINNESOTA COURT DATA SERVICES FOR GOVERNMENTAL AGENCIES

THIS AGREEMENT is entered into by and between

City of Lake Elmo

(Government Subscriber Name / Name of Entity)

of 3800 Laverne Avenue North, Lake Elmo, MN 55042

(Government Subscriber Address)

(hereinafter "Government Subscriber") and THE STATE OF MINNESOTA

Office of State Court Administration

(Judicial District OR Office of State Court Administration)

of 25 Rev. Dr. Martin Luther King Jr. Blvd. St. Paul, Minnesota 55155

(Address)

(hereinafter "the Court").

Recitals

The Court offers Court Data Services, as defined herein, to Minnesota Government Subscribers as authorized by the Rules of Public Access. The Court Data Services are offered to Government Subscribers as governmental units and are offered solely for certain governmental use as permitted herein. Government Subscriber desires to use Court Data Services, and the Court desires to provide the same, to assist Government Subscriber in the efficient performance of its governmental duties as required or authorized by law or court rule in connection with any civil, criminal, administrative, or arbitral proceeding in any Federal, State or local court or agency or before any self-regulatory body.

Court Data Services are defined in the Definitions section of this Agreement and may involve a one-way or two-way transmission of information between the parties, some of which may include court information that is not accessible to the public pursuant to the Rules of Public Access and which may not be disclosed by Government Subscriber without the prior approval of the appropriate court or record custodian. Government Subscriber agrees herein to limit its access to and use of Court Records and Court Documents through Court Data Services to the Government Subscriber's "Legitimate Governmental Business Need" as defined herein.

The access to statewide public Court Documents is a pilot program. During the initial phase of the pilot program, the State will not charge Government Subscriber for access to Court Documents. The State may charge Government Subscriber for access to Court Documents at a later date or after the initial phase of the pilot program concludes.

Agreement

NOW, THEREFORE, in consideration of the mutual covenants, promises and agreements contained herein, the Court and Government Subscriber agree as follows:

1. TERM; TERMINATION; ONGOING OBLIGATIONS.

1.1 Term. This Agreement shall be effective on the date executed by the Court and shall remain in effect according to its terms.

1.2 Termination.

1.2.1 Either party may terminate this Agreement with or without cause by giving written notice to the other party. The effective date of the termination shall be thirty (30) days after the other party's receipt of the notice of termination, unless a later date is specified in the notice. Termination of this Agreement pursuant to Clause 4.5 shall be effective immediately and may occur without prior notice to Government Subscriber.

1.2.2 The provisions of Clauses 5, 6, 8, 9, 10, 12.2, 12.3 and 15 through 24 shall survive any termination of this Agreement, as shall any other provisions that by their nature are intended or expected to survive such termination. Upon termination, the Government Subscriber shall perform the responsibilities set forth in paragraph 8.6 hereof.

1.3 Subsequent Agreement. This Agreement may be superseded by a subsequent agreement between the parties.

2. DEFINITIONS.

2.1 "Court Data Services" means one or more of the following services and includes any additional or modified services identified as such on the Justice Agency Resource webpage of the Minnesota Judicial Branch website, which is currently www.courts.state.mn.us, or other location designated by the Court and/or its affiliates, as the same may be amended from time to time by the Court and/or its affiliates;

2.1.1 "Bulk Data Delivery" means the electronic transmission of Court Records in bulk form from the Court to the Government Subscriber, from one or more of the Court's databases and through any means of transmission, as described in applicable Policies & Notices and materials referenced therein.

2.1.2 "Court Integration Services" means pre-defined automated transmissions of i) Court Records from the Court's computer systems to Government Subscriber's computer systems; and/or ii) Government Subscriber Records from the Government Subscriber's computer systems to the Court's computer systems; on a periodic basis or as triggered by pre-determined events, as described in applicable Policies & Notices and materials referenced therein.

2.1.3 "MNCIS Login Accounts" means a digital login account created for and provided to the Government Subscriber for online access to and use of Court Records and Court Documents through the Minnesota Court Information System ("MNCIS"), as described in applicable Policies & Notices and materials referenced therein.

- 2.1.4 **"ViBES Login Accounts"** means a digital login account created for and provided to the Government Subscriber for online access to and use of Court Records through the Violations Bureau Electronic System ("ViBES"), as described in applicable Policies & Notices and materials referenced therein.
- 2.2 **"Court Data Services Databases"** means any databases and the data therein, used as a source for Court Data Services, together with any documentation related thereto, including without limitation descriptions of the format or contents of data, data schemas, and all related components.
- 2.3 **"Court Data Services Programs"** means any computer application programs, routines, transport mechanisms, and display screens used in connection with Court Data Services, together with any documentation related thereto.
- 2.4 **"Court Documents"** means electronic images of documents that are part of or included in a court file when the electronic images become available. Court Documents have a document security classification as follows:
- 2.4.1 **"Public1"** means the classification used for documents that are accessible to the general public in electronic form from any location.
- 2.4.2 **"Public2"** means the classification used for documents that are accessible to the general public in electronic form at the courthouse, but not from any other location.
- 2.4.3 **"Public2 Citation"** means the classification used for Court Payment Center documents that are accessible to the general public in electronic form at the courthouse, but not from any other location.
- 2.4.4 **"Confidential1"** means the classification used for documents that are not accessible to the general public in electronic form, but are available to Government Subscribers with legal authorization to access the case under Minn. R. Pub. Access 8, subd. 4(b).
- 2.4.5 **"Confidential2"** means the classification used for documents that are not accessible to the public in electronic form and is not accessible to Government Subscribers except as authorized by specific court rules or orders that identify the specific document to be accessed.
- 2.4.6 **"Scaled1"** means the classification used for documents that are not accessible to anyone except by court order or specific authorization.
- 2.5 **"Court Records"** means all information in any form made available by the Court and/or its affiliates to Government Subscriber for the purposes of carrying out this Agreement, including:
- 2.5.0 **"Court Case Information"** means any information in the Court Records that conveys information about a particular case or controversy, including without limitation Court Confidential Case Information and Court Documents, when available, as defined herein.

- 2.5.1 **"Court Confidential Case Information"** means any information in the Court Records that is inaccessible to the public pursuant to the Rules of Public Access and that conveys information about a particular case or controversy.
- 2.5.2 **"Court Confidential Security and Activation Information"** means any information in the Court Records that is inaccessible to the public pursuant to the Rules of Public Access and that explains how to use or gain access to Court Data Services, including but not limited to login account names, passwords, TCP/IP addresses, Court Data Services user manuals, Court Data Services Programs, Court Data Services Databases, and other technical information.
- 2.5.3 **"Court Confidential Information"** means any information in the Court Records that is inaccessible to the public pursuant to the Rules of Public Access, including without limitation both i) Court Confidential Case Information; and ii) Court Confidential Security and Activation Information.
- 2.6 **"DCA"** means the District Court Administrator pursuant to Minnesota Statutes, section 485.01.
- 2.7 **"Government Subscriber Records"** means any information in any form made available by the Government Subscriber to the Court and/or its affiliates for the purposes of carrying out this Agreement.
- 2.8 **"Government Subscriber's Individual Users"** means Government Subscriber's employees or independent contractors whose use or access of Court Data Services, as well as the access, use and dissemination of Court Records and Court Documents, is necessary to effectuate the purposes of this Agreement.
- 2.9 **"Legitimate Governmental Business Need"** means a requirement, duty or obligation for the efficient performance of governmental tasks or governmental responsibilities and as required or authorized by law or court rule in connection with any civil, criminal, administrative, or arbitral proceeding in any Federal, State or local court or agency or before any self-regulatory body.
- 2.10 **"Policies & Notices"** means the policies and notices published by the Court and/or its affiliates in connection with each of its Court Data Services, on a website or other location designated by the Court and/or its affiliates, as the same may be amended from time to time by the Court and/or its affiliates. Policies & Notices for each Court Data Service, hereby made part of this Agreement by reference, provide additional terms and conditions that govern Government Subscriber's use of such services, including but not limited to provisions on fees, access and use limitations, and identification of various third party applications, such as transport mechanisms; that Government Subscriber may need to procure separately to use Court Data Services.
- 2.11 **"Rules of Public Access"** means the Rules of Public Access to Records of the Judicial Branch promulgated by the Minnesota Supreme Court, as the same may be amended from time to time, including without limitation lists or tables

published from time to time by the Court and/or the SCAO entitled "Limits on Public Access to Case Records" or "Limits on Public Access to Administrative Records," all of which by this reference are made a part of this Agreement. It is the obligation of Government Subscriber to check from time to time for updated rules, lists, and tables and be familiar with the contents thereof. It is contemplated that such rules, lists, and tables will be posted on the main website for the Court, for which the current address is www.courts.state.mn.us.

- 2.12 "SCAO" means the State of Minnesota, State Court Administrator's Office.
- 2.13 "This Agreement" means this Master Subscriber Agreement for Minnesota Court Data Services for Governmental Agencies, including all Exhibits, Policies & Notices, and other documents referenced, attached to, or submitted or issued hereunder.
- 2.14 "Trade Secret Information of SCAO and its licensors" is defined in sections 8.1, 8.2 and 8.4 of this Agreement.
- 2.15 "User Acknowledgement Form" means the form attached to this document as Exhibit B, signed by Government Subscriber's Individual Users to confirm in writing that the Individual User has read and understands the requirements and restrictions in this Agreement.

3. **DATA ACCESS SERVICES PROVIDED TO GOVERNMENT AGENCY.** Following execution of this Agreement by both parties, Government Subscriber will be offered access to the Court Data Services described in Exhibit A, attached hereto and incorporated by reference.

4. **AUTHORIZED ACCESS, USE, AND DISSEMINATION OF COURT RECORDS AND COURT DOCUMENTS LIMITED; TRAINING; VIOLATIONS; SANCTIONS.**

4.1 **Authorized Access to Court Data Services, Court Records and Court Documents.**

4.1.1 Government Subscriber and Government Subscriber's Individual Users shall access only the Court Data Services, Court Records and Court Documents, ~~when available, necessary for a Legitimate Governmental Business Need.~~

4.1.2 The access of Court Data Services, Court Records or Court Documents, when available, by Government Subscriber or Government Subscriber's Individual Users for personal or non-official use, or any use that is not a "Legitimate Governmental Business Need" as defined herein, is prohibited.

4.1.3 Government Subscriber and Government Subscriber's Individual Users shall not access or attempt to access Court Data Services, Court Records or Court Documents, when available, in any manner not set forth in this

Agreement, Policies & Notices, or other Court Data Services documentation.

4.2 Authorized Use of Court Data Services, Court Records and Court Documents.

4.2.1 Government Subscriber and Government Subscriber's Individual Users shall use the Court Data Services, Court Records and Court Documents, when available, accessed only for a Legitimate Governmental Business Need and according to the instructions provided in corresponding Policies & Notices or other materials.

4.2.2 The use of Court Data Services, Court Records or Court Documents, when available, by Government Subscriber or Government Subscriber's Individual Users for personal or non-official use, or any use that is not a "Legitimate Governmental Business Need" as defined herein, is prohibited.

4.2.3 Government Subscriber and Government Subscriber's Individual Users shall not use or attempt to use Court Data Services, Court Records or Court Documents, when available, in any manner not set forth in this Agreement, Policies & Notices, or other Court Data Services documentation.

4.3 Dissemination of Court Records and Court Documents. Government Subscriber and Government Subscriber's Individual Users shall not share the Court Records or Court Documents, when available, accessed and data therefrom with third parties and other individuals other than as needed to further a Legitimate Governmental Business Need.

4.4 Training. Government Subscriber shall provide Government Subscriber's Individual Users training in the access, use, and dissemination of Court Records and Court Documents.

4.5 Violations.

4.5.1 The access or use of Court Data Services, Court Records or Court Documents, when available, beyond what is necessary for a Legitimate Governmental Business Need by Government Subscriber or Government Subscriber's Individual Users is a violation of this Agreement. The dissemination of Court Records or Court Documents, when available, by Government Subscriber or Government Subscriber's Individual Users with third parties or other individuals beyond what is necessary for a Legitimate Governmental Business Need is a violation of this Agreement. The access, use and dissemination of Court Data Services, Court Records or Court Documents, when available, by Government Subscriber or Government Subscriber's Individual Users for personal use is a violation of this Agreement.

4.5.2 Any violation pursuant to Clause 4.5.1, or any unauthorized or attempted access, use or dissemination of Court Data Services, Court Records or

Court Documents, when available, by Government Subscriber or Government Subscriber's Individual Users shall be grounds for the Court to impose sanctions as described in Clause 4.6 and to terminate this Agreement without prior notice to Government Subscriber and/or Government Subscriber's Individual Users.

4.6 Sanctions.

4.6.1 Sanctions for a violation pursuant to Clause 4.5.1 may be imposed upon a Government Subscriber and/or Government Subscriber's Individual Users and may include the suspension of access or termination of access for Government Subscriber and/or Government Subscriber's Individual Users.

4.6.2 If the Court decides to terminate the access for Government Subscriber and/or Government Subscriber's Individual Users, the Court shall notify the affected party in writing. The termination shall be effective immediately. Prior notice to Government Subscriber and/or Government Subscriber's Individual Users is not required. Reinstatement of the access shall only be upon the written direction of the Court.

5. GUARANTEES OF CONFIDENTIALITY. Government Subscriber agrees:

5.1 To not disclose Court Confidential Information, or Court Documents, when available, to any third party except where necessary to carry out the Government Subscriber's Legitimate Governmental Business Need as defined in this Agreement.

5.2 To take all appropriate action, whether by instruction, agreement, or otherwise, to insure the protection, confidentiality and security of Court Confidential Information and Court Documents, when available, and to satisfy Government Subscriber's obligations under this Agreement.

5.3 To limit the use of and access to Court Confidential Information to Government Subscriber's Individual Users. Government Subscriber shall advise Government Subscriber's Individual Users of the restrictions upon access, use and disclosure contained in this Agreement, requiring each Government Subscriber's Individual User to acknowledge in writing that the individual has read and understands such restrictions. Government Subscriber's Individual Users shall sign the Acknowledgment Form attached in Exhibit B before accessing Court Data Services.

5.4 That, without limiting Clause 1 of this Agreement, the obligations of Government Subscriber and Government Subscriber's Individual Users with respect to the confidentiality and security of Court Confidential Information and Court Documents, when available, shall survive the termination of this Agreement and the termination of their relationship with Government Subscriber.

5.5 That, notwithstanding any federal or state law applicable to the nondisclosure obligations of Government Subscriber and Government Subscriber's Individual Users under this Agreement, such obligations of Government Subscriber and

Government Subscriber's Individual Users are founded independently on the provisions of this Agreement.

- 5.6 That, a violation of Government Subscriber's agreements contained in this Clause 5, or a violation of those same agreements by Government Subscriber's Individual Users, shall be grounds for the Court to terminate this agreement and Government Subscriber and/or Government Subscriber's Individual Users access to Court Data Services, Court Records and Court Documents, when available.

6. APPLICABILITY TO COURT CASE INFORMATION PROVIDED UNDER LEGAL MANDATE AND PREVIOUSLY DISCLOSED COURT RECORDS AND COURT DOCUMENTS. Subscriber acknowledges and agrees:

- 6.1 **Court Case Information Provided Under Legal Mandate.** When the Court is required to provide Government Subscriber with Court Case Information under a legal mandate and the provision of such data by the Court is not optional or otherwise left to the discretion of the Court, for example in the case of a state statutory reporting requirement, the provisions of this Agreement that govern or restrict Government Subscriber's access to and use of Court Case Information do not apply to the specific data elements identified in the legal mandate, but remain in effect with respect to all other Court Case Information provided by the Court to Government Subscriber. All other provisions of this Agreement remain in full effect, including, without limitation, provisions that govern or restrict Government Subscriber's access to and use of Court Confidential Security and Activation Information.
- 6.2 **Previously Disclosed Court Records and Court Documents.** Without limiting section 6.1, all Court Records and Court Documents disclosed to Government Subscriber prior to the effective date of this Agreement shall be subject to the provisions of this Agreement.

7. ACKNOWLEDGMENT BY INDIVIDUALS WITH ACCESS TO COURT RECORDS UNDER THIS AGREEMENT.

- 7.1 **Requirement to Advise Government Subscriber's Individual Users.** To effect the purposes of this Agreement, Government Subscriber shall advise each of Government Subscriber's Individual Users who are permitted to use and/or access Court Data Services, Court Records and Court Documents, when available, under this Agreement of the requirements and restrictions in this Agreement.
- 7.2 **Required Acknowledgement by Government Subscriber's Individual Users.**
- 7.2.1 Government Subscriber shall require each of Government Subscriber's Individual Users to sign the User Acknowledgement Form (Exhibit B).
- 7.2.2 The User Acknowledgement Forms of current Government Subscriber's Individual Users must be obtained prior to submitting this Agreement to the Court for approval and shall accompany the submission of this Agreement for approval.

7.2.3 Until the User Acknowledgement Form required in Clause 7.2.1 is obtained, a Government Subscriber's Individual User is prohibited from accessing, using or disseminating Court Data Services, Court Records or Court Documents, when available. The access, use or dissemination of Court Data Services, Court Records or Court Documents by a Government Subscriber's Individual User that has not completed a User Acknowledgement Form as required in Clause 7.2.1 is a violation of this Agreement.

7.2.4 Government Subscriber shall keep all such written acknowledgements on file while this Agreement is in effect and for one (1) year following the termination of this Agreement. Government Subscriber shall promptly provide the Court with access to, and copies of, such acknowledgements upon request.

7.2.5 The User Acknowledgment Forms are incorporated herein by reference.

8. **LICENSE AND PROTECTION OF PROPRIETARY RIGHTS.** During the term of this Agreement, subject to the terms and conditions hereof, the Court, with the permission of the SCAO, hereby grants to Government Subscriber a nonexclusive, nontransferable, limited license to use Court Data Services Programs and Court Data Services Databases to access or receive the Court Records and Court Documents, when available. SCAO and the Court reserve the right to make modifications to the Court Data Services, Court Data Services Programs, and Court Data Services Databases, and related materials without notice to Government Subscriber. These modifications shall be treated in all respects as their previous counterparts.

8.1 **Court Data Services Programs.** SCAO is the copyright owner and licensor of the Court Data Services Programs. The combination of ideas, procedures, processes, systems, logic, coherence and methods of operation embodied within the Court Data Services Programs, and all information contained in documentation pertaining to the Court Data Services Programs, including but not limited to manuals, user documentation, and passwords, are trade secret information of SCAO and its licensors.

8.2 **Court Data Services Databases.** SCAO is the copyright owner and licensor of the Court Data Services Databases and of all copyrightable aspects and components thereof. All specifications and information pertaining to the Court Data Services Databases and their structure, sequence and organization, including without limitation data schemas such as the Court XML Schema, are trade secret information of SCAO and its licensors.

8.3 **Marks.** Government Subscriber shall neither have nor claim any right, title, or interest in or use of any trademark used in connection with Court Data Services, including but not limited to the marks "MNCIS" and "Odyssey."

8.4 **Restrictions on Duplication, Disclosure, and Use.**

8.4.1 Trade secret information of SCAO and its licensors will be treated by Government Subscriber in the same manner as Court Confidential Information. In addition, Government Subscriber will not copy any part

of the Court Data Services Programs or Court Data Services Databases, or reverse engineer or otherwise attempt to discern the source code of the Court Data Services Programs or Court Data Services Databases, or use any trademark of SCAO or its licensors, in any way or for any purpose not specifically and expressly authorized by this Agreement. As used herein, "trade secret information of SCAO and its licensors" means any information possessed by SCAO which derives independent economic value from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use. "Trade secret information of SCAO and its licensors" does not, however, include information which was known to Government Subscriber prior to Government Subscriber's receipt thereof, either directly or indirectly, from SCAO or its licensors, information which is independently developed by Government Subscriber without reference to or use of information received from SCAO or its licensors, or information which would not qualify as a trade secret under Minnesota law.

8.4.2 It will not be a violation of Clause 8.4 for Government Subscriber to make up to one (1) copy of training materials and configuration documentation for each individual authorized to access, use, or configure Court Data Services, solely for its own use in connection with this Agreement.

8.4.3 Government Subscriber will take all steps reasonably necessary to protect the copyright, trade secret, and trademark rights of SCAO and its licensors and Government Subscriber will advise Government Subscriber's Individual Users who are permitted access to any of the Court Data Services Programs and Court Data Services Databases, and trade secret information of SCAO and its licensors, of the restrictions upon duplication, disclosure and use contained in this Agreement.

8.5 **Proprietary Notices.** Government Subscriber will not remove any copyright or proprietary notices included in and/or on the Court Data Services Programs or Court Data Services Databases, related documentation, or trade secret information of SCAO and its licensors, or any part thereof, made available by SCAO or the Court, and Government Subscriber will include in and/or on any copy of the Court Data Services Programs or Court Data Services Databases, or trade secret information of SCAO and its licensors and any documents pertaining thereto, the same copyright and other proprietary notices as appear on the copies made available to Government Subscriber by SCAO or the Court, except that copyright notices shall be updated and other proprietary notices added as may be appropriate.

8.6 **Title; Return.** The Court Data Services Programs and Court Data Services Databases, and related documentation, including but not limited to training and configuration material, if any, and logon account information and passwords, made available by the Court and SCAO to Government Subscriber hereunder, and all copies, including partial copies, thereof are and remain the property of the respective licensor. Within ten days of the effective date of termination of this Agreement, Government Subscriber shall either: (i) uninstall and return any and all copies of the applicable Court Data Services Programs and Court Data

Services Databases, and related documentation, including but not limited to training and configuration materials, if any, and logon account information; or (2) destroy the same and certify in writing to the Court that the same have been destroyed.

8.7 **Reasonable Security Measures.** The Court may add reasonable security measures including, but not limited to, a time-out feature, to Court Data Services Programs.

9. **INJUNCTIVE RELIEF; LIABILITY.** Government Subscriber acknowledges that the Court, SCAO, SCAO's licensors, and DCA will be irreparably harmed if Government Subscriber's obligations under this Agreement are not specifically enforced and that the Court, SCAO, SCAO's licensors, and DCA would not have an adequate remedy at law in the event of an actual or threatened violation by Government Subscriber of its obligations. Therefore, Government Subscriber agrees that the Court, SCAO, SCAO's licensors, and DCA shall be entitled to an injunction or any appropriate decree of specific performance for any actual or threatened violations or breaches by Government Subscriber or Government Subscriber's Individual Users without the necessity of the Court, SCAO, SCAO's licensors, or DCA showing actual damages or that monetary damages would not afford an adequate remedy. Unless Government Subscriber is an office, officer, agency, department, division, or bureau of the state of Minnesota, Government Subscriber shall be liable to the Court, SCAO, SCAO's licensors, and DCA for reasonable attorney's fees incurred by the Court, SCAO, SCAO's licensors, and DCA in obtaining any relief pursuant to this Agreement.

10. **COMPROMISE LIABILITY.** Government Subscriber and the Court agree that, except as otherwise expressly provided herein, each party will be responsible for its own acts and the results thereof to the extent authorized by law and shall not be responsible for the acts of any others and the results thereof. Liability shall be governed by applicable law. Without limiting the foregoing, liability of the Court and any Government Subscriber that is an office, officer, agency, department, division, or bureau of the state of Minnesota shall be governed by the provisions of the Minnesota Tort Claims Act, Minnesota Statutes, section 3.376, and other applicable law. Without limiting the foregoing, if Government Subscriber is a political subdivision of the state of Minnesota, liability of the Subscriber shall be governed by the provisions of Minn. Stat. Ch. 466 (Tort Liability, Political Subdivisions) or other applicable law.

11. **AVAILABILITY.** Specific terms of availability shall be established by the Court and set forth in the Policies & Notices. The Court reserves the right to terminate this Agreement immediately and/or temporarily suspend Government Subscriber's approved Court Data Services in the event the capacity of any host computer system or legislative appropriation of funds is determined solely by the Court to be insufficient to meet the computer needs of the courts served by the host computer system. Monthly fees, if any, shall be prorated only for periods of suspension or upon termination of this Agreement.

12. **ADDITIONAL USER OBLIGATIONS.** The obligations of the Government Subscriber set forth in this section are in addition to the other obligations of the Government Subscriber set forth elsewhere in this Agreement.

12.1 **Judicial Policy Statement.** Government Subscriber agrees to comply with all policies identified in applicable Policies & Notices. Upon failure of the

Government Subscriber to comply with such policies, the Court shall have the option of immediately suspending or terminating the Government Subscriber's Court Data Services on a temporary basis and/or immediately terminating this Agreement.

12.2 Access and Use; Log.

12.2.1 Government Subscriber shall be responsible for all access to and use of Court Data Services, Court Records, and Court Documents by Government Subscriber's Individual Users or by means of Government Subscriber's equipment or passwords, whether or not Government Subscriber has knowledge of or authorizes such access and use.

12.2.2 Government Subscriber shall also maintain a log identifying all persons to whom Government Subscriber has disclosed its Court Confidential Security and Activation Information, such as user ID(s) and password(s), including the date of such disclosure. Government Subscriber shall maintain such logs while this Agreement is in effect and for a period of one (1) year following termination of this Agreement. Government Subscriber shall promptly provide the Court with access to, and copies of, such logs upon request.

12.2.3 The Court may conduct audits of Government Subscriber's logs and use of Court Data Services, Court Records, and Court Documents from time to time. Upon Government Subscriber's failure to maintain such logs, to maintain accurate logs, or to promptly provide access by the Court to such logs, the Court may terminate this Agreement without prior notice to Government Subscriber.

12.3. **Personnel.** Government Subscriber agrees to investigate, at the request of the Court, allegations of misconduct pertaining to Government Subscriber's Individual Users having access to or use of Court Data Services, Court Confidential Information, or trade secret information of the SCAO and its licensors where such persons violate the provisions of this Agreement, Policies & Notices, Judicial Branch policies, or other security requirements or laws regulating access to the Court Records. Government Subscriber agrees to notify the Court of the results of such investigation.

13. FEES; INVOICES; FEES DURING PILOT PROGRAM.

13.1 **Fees and Invoices.** Applicable monthly fees commence ten (10) days after notice of the Court's approval of this Agreement or upon the initial Government Subscriber transaction as defined in the Policies & Notices, whichever occurs earlier. When fees apply, the State shall invoice Government Subscriber on a monthly basis for charges incurred in the preceding month and applicable taxes, if any, and payment of all amounts shall be due upon receipt of invoice. If all amounts are not paid within thirty (30) days of the date of the invoice, the Court may immediately cancel this Agreement without notice to Government Subscriber and pursue all available legal remedies. Government Subscriber certifies that funds have been appropriated for the payment of charges under this Agreement for the current fiscal year, if applicable.

- 13.2 **Fees During Pilot Program.** During the initial phase of the access to Court Documents pilot program, the State will not charge Government Subscriber for access to Court Documents. The State may charge Government Subscriber for access to Court Documents at a later date.
14. **MODIFICATION OF FEES.** SCAO may modify the fees by amending the Policies & Notices as provided herein, and the modified fees shall be effective on the date specified in the Policies & Notices, which shall not be less than thirty (30) days from the publication of the Policies & Notices. Government Subscriber shall have the option of accepting such changes or terminating this Agreement as provided in section 1 hereof.
15. **WARRANTY DISCLAIMERS.**
- 15.1 **WARRANTY EXCLUSIONS.** EXCEPT AS SPECIFICALLY AND EXPRESSLY PROVIDED HEREIN, COURT, SCAO, SCAO'S LICENSORS, AND DCA MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY, NOR ARE ANY WARRANTIES TO BE IMPLIED, WITH RESPECT TO THE INFORMATION, SERVICES OR COMPUTER PROGRAMS MADE AVAILABLE UNDER THIS AGREEMENT.
- 15.2 **ACCURACY, COMPLETENESS AND AVAILABILITY OF INFORMATION.** WITHOUT LIMITING THE GENERALITY OF THE PRECEDING PARAGRAPH, COURT, SCAO, SCAO'S LICENSORS, AND DCA MAKE NO WARRANTIES AS TO THE ACCURACY OR COMPLETENESS OF THE INFORMATION CONTAINED IN THE COURT RECORDS. THE COURT IS NOT LIABLE FOR ANY COURT RECORDS OR COURT DOCUMENTS NOT AVAILABLE THROUGH COURT DATA SERVICES DUE TO COMPUTER OR NETWORK MALFUNCTION, MISTAKE OR USER ERROR.
16. **RELATIONSHIP OF THE PARTIES.** Government Subscriber is an independent contractor and shall not be deemed for any purpose to be an employee, partner, agent or franchisee of the Court, SCAO, SCAO'S licensors, or DCA. Neither Government Subscriber nor the Court, SCAO, SCAO'S licensors, or DCA shall have the right nor the authority to assume, create or incur any liability or obligation of any kind, express or implied, against or in the name of or on behalf of the other.
17. **NOTICE.** Except as provided in Clause 2 regarding notices of or modifications to Court Data Services and Policies & Notices, and in Clauses 13 and 14 regarding notices of or modification of fees, any notice to Court or Government Subscriber hereunder shall be deemed to have been received when personally delivered in writing or seventy-two (72) hours after it has been deposited in the United States mail, first class, proper postage prepaid, addressed to the party to whom it is intended at the address set forth on page one of this Agreement or at such other address of which notice has been given in accordance herewith.
18. **NON-WAIVER.** The failure by either Party at any time to enforce any of the provisions of this Agreement or any right or remedy available hereunder or at law or in equity, or to

exercise any option herein provided, shall not constitute a waiver of such provision, remedy or option or in any way affect the validity of this Agreement. The waiver of any default by either Party shall not be deemed a continuing waiver, but shall apply solely to the instance to which such waiver is directed.

19. **FORCE MAJEURE.** Neither party shall be responsible for failure or delay in the performance of their respective obligations hereunder caused by acts beyond their reasonable control.
20. **SEVERABILITY.** Every provision of this Agreement shall be construed, to the extent possible, so as to be valid and enforceable. If any provision of this Agreement so construed is held by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable, such provision shall be deemed severed from this Agreement, and all other provisions shall remain in full force and effect.
21. **ASSIGNMENT AND BINDING EFFECT.** Except as otherwise expressly permitted herein, neither Party may assign, delegate and/or otherwise transfer this Agreement or any of its rights or obligations hereunder without the prior written consent of the other. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns, including any corporation or other legal entity into, by or with which Government Subscriber may be merged, acquired or consolidated or which may purchase the entire assets of Government Subscriber.
22. **GOVERNING LAW.** This Agreement shall in all respects be governed by and interpreted, construed and enforced in accordance with the laws of the United States and of the State of Minnesota.
23. **VENUE AND JURISDICTION.** Any action arising out of or relating to this Agreement, its performance, enforcement or breach will be venued in a state or federal court situated within the State of Minnesota. Government Subscriber hereby irrevocably consents and submits itself to the personal jurisdiction of said courts for that purpose.
24. **INTEGRATION.** This Agreement sets forth the entire Agreement and understanding between the Parties regarding the subject matter hereof and supersedes any prior representations, statements, proposals, negotiations, discussions, understandings, or agreements regarding the same subject matter. Except as otherwise expressly provided in Clause 2 regarding Court Data Services and Policies & Notices, and in Clauses 13 and 14 regarding fees, any amendments or modifications to this Agreement shall be in writing signed by both Parties.
25. **MINNESOTA DATA PRACTICES ACT APPLICABILITY.** If Government Subscriber is a Minnesota Government entity that is subject to the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, Government Subscriber acknowledges and agrees that: (1) the Court is not subject to Minn. Stat. Ch. 13 (see section 13.90) but is subject to the Rules of Public Access and other rules promulgated by the Minnesota Supreme Court; (2) Minn. Stat. section 13.03, subdivision 4(e) requires that Government Subscriber comply with the Rules of Public Access and other rules promulgated by the Minnesota Supreme Court for access to Court Records provided under this Agreement; (3) the use of and access to Court Records may be restricted by rules promulgated by the Minnesota Supreme Court, applicable state statute or federal

law; and (4) these applicable restrictions must be followed in the appropriate circumstances.

IN WITNESS WHEREOF, the Parties have, by their duly authorized officers, executed this Agreement in duplicate, intending to be bound thereby.

1. GOVERNMENT SUBSCRIBER
Government Subscriber must attach documented verification of authority to sign on behalf of and bind the entity, such a council resolution, board authority or legally binding decision maker and attach same as Exhibit C.

2. THE COURT

By _____
(SIGNATURE)

Date _____

Name (typed) Dean Zuleger

Title City Administrator

Office _____

By _____
(SIGNATURE)

Date _____

Name (typed) Mark Moore

Title CIO/Director

Information Technology
Division of State Court
Administration

Office _____

JOHNSON / TURNER

ATTORNEYS AT LAW & MEDIATION CENTER

April 16, 2013

Dean Zuleger
City of Lake Elmo
3800 Laverne Avenue North
Lake Elmo, MN 55042

Re: *City of Lake Elmo - Prosecution*

Dear Dean:

Enclosed, please find the following documents that are required to permit our firm to utilize and electronically access court records and court documents in Washington County adult criminal cases scheduled on the first appearance, bail hearing, and arraignment calendars:

1. Master Subscriber Agreement for Minnesota Court Data Services for Governmental Agencies;
2. Master Subscriber Agreement Amendment for "Fast Access"; and
3. Sample Resolutions approving the agreements as we are required to provide proof of authority to the State Court Administrator's Office.

I kindly request that you sign these documents and return the executed copies to my office in the self-addressed stamped envelope.

If you have any questions regarding this matter, please do not hesitate to contact me. Thank you.

Sincerely,

JOHNSON & TURNER, P.A.



Sarah B. Sicheneder
SBS/mah

Enclosures

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

RESOLUTION NO. 2013-32

**APPROVING MASTER SUBSCRIBER AGREEMENT FOR MINNESOTA COURT
DATA SERVICES FOR GOVERNMENTAL AGENCIES AND MASTER SUBSCRIBER
AGREEMENT AMENDMENT FOR FIRST APPEARANCE SUPPORT TRACK (FAST)
ACCESS**

WHEREAS, the City of Lake Elmo desires to improve efficiencies through participating in a paperless court process with the Minnesota Judicial Branch; and

WHEREAS, the City Attorney for the City of Lake Elmo has reviewed the Master Subscriber Agreement for Governmental Agencies and Master Subscriber Agreement Amendment for First Appearance Support Track Access; and

WHEREAS, as the Minnesota Judicial Branch moves towards a paperless court, the eCourtMN initiative is committed to ensuring that non-court governmental agencies have appropriate access to court records and documents. The FAST Access Washington County Pilot Program will permit attorneys' electronic access to court records and documents in Washington County Adult Criminal Cases scheduled for first appearance, bail hearing and arraignment calendars.

WHEREAS, the City of Lake Elmo desires to subscribed to the FAST Access Washington County Pilot Program that will permit attorneys in the offices of the Lake Elmo City Attorney to electronically access court records.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Lake Elmo, Minnesota, as follows: The MASTER SUBSCRIBER AGREEMENT FOR MINNESOTA GOVERNMENTAL AGENCIES AND MASTER SUBSCRIBER AGREEMENT AMENDMENT for the FAST (First Appearance Support Track) Access Washington County Pilot Program is approved and the Mayor and Clerk are authorized and directed to execute and deliver said documents.

ADOPTED BY THE COUNCIL ON THIS SEVENTH DAY OF MAY 2013.

CITY OF LAKE ELMO

(Seal)
ATTEST:

Mike Pearson
Mayor

Dean Zuleger
City Administrator

MASTER SUBSCRIBER AGREEMENT AMENDMENT FOR "FAST ACCESS"

THIS AGREEMENT AMENDMENT is entered into by and between

City of Lake Elmo

(Government Subscriber Name / Name of Entity)

of 3800 Lavern Avenue North, Lake Elmo, MN 55042

(Government Subscriber Address)

(hereinafter "Government Subscriber") and THE STATE OF MINNESOTA

Office of State Court Administration

(Judicial District OR Office of State Court Administration)

of 25 Rev. Dr. Martin Luther King Jr. Blvd. St. Paul, Minnesota 55155

(Address)

(hereinafter "the Court").

Recitals

This Master Subscriber Agreement Amendment for FAST Access ("Amendment") modifies and supplements the Master Subscriber Agreement for Minnesota Court Data Services for Governmental Agencies between Government Subscriber and the Court ("Agreement"). This Amendment provides the framework for Government Subscriber's Individual Users access to FAST Access. FAST Access provides certain, qualified individual users with web-based access to Court Records and Court Documents in cases where they qualify for access.

Amendment

The Master Subscriber Agreement for Minnesota Court Data Services for Governmental Agencies is modified and supplemented by the addition of the following provisions:

1. DEFINITIONS. The definitions of the Agreement are incorporated herein.

- 1.1 "Minnesota Government Access" means the web-based software that provides government agencies with remote Internet access to electronic records in MNCIS. Formerly known as MPA.
- 1.2 "FAST Access" (First Appearance Support Track) means a Minnesota Government Access login that provides Government Subscriber's Individual Users with access to Court Records and Court Documents at the court facility and any detention area, as designated by county court administration, in cases scheduled on the first appearance, bail hearing, and arraignment calendars where prosecutors and defense attorneys typically do not yet have a case file and need access to the documents filed with the court. [Individual Users that qualify for

FAST Access are currently limited as described in Clause 1.3 of this Amendment.] Government Subscriber's Individual Users will be provided with daily passwords to FAST Access by county court administration for use during the court calendar.

- 1.3 "FAST Access County Pilot" means the pilot FAST Access program being tested in eCourtMN Pilot County Adult Criminal Courts. Under the FAST Access County Pilot, qualified Government Subscriber's Individual Users will be limited to government attorneys and contract attorneys, and any student attorneys under their supervision, who practice in Pilot County Criminal Court proceedings on behalf of Government Subscriber. During the initial phase of the County Pilot, the State will not charge Government Subscriber or Government Subscriber's Individual Users for access to FAST Access. The State may charge for access to FAST Access at a later date.

2. **DATA ACCESS SERVICES PROVIDED TO GOVERNMENT SUBSCRIBER'S INDIVIDUAL USERS.** This clause modifies Clause 3 of the Agreement. Following execution of the Agreement and this Amendment by both parties, Government Subscriber's Individual Users who qualify for access must sign the FAST Access User Acknowledgement form to be granted the access through the MNCIS Government Access application to the extent described in this clause.

2.1 **FAST Access County Pilot Access.**

- 2.1.1 **Pilot County Access.** In the FAST Access County Pilot, Government Subscriber's Individual Users who are present in court to represent parties in court on that day, and who have signed the FAST Access User Acknowledgement form, may access and use certain Court Records and Court Documents in Pilot County adult criminal cases only for a "Legitimate Governmental Business Need." For purposes of FAST Access, a "legitimate governmental business need" is limited to a requirement, duty or obligation for the efficient performance of governmental tasks or governmental responsibilities that is required or authorized by law or court rule in connection with the Individual User's cases on the court calendar for that day. Such access and use of Court Documents will be limited to Court documents that have been assigned the following security classifications: Public1, Public2, Public2 Citation, Confidential1, and Confidential2. Such access and use will not include Court Documents that have the security classification Sealed1. Access is limited to the court calendar for which access was granted, for legitimate government business needs as defined above, and is limited to access from the designated court and detention facilities. Access at any other time, for any other purpose, or from any other location is prohibited.

- 2.2 **FAST Access.** [Access provided to FAST Access users outside of the County Pilot is reserved.]

3. AUTHORIZED ACCESS TO FAST Access.

3.1 Access for Government Subscriber's Individual User. Individual Users who are granted access to cases through FAST Access will be provided with a login and password if they are attorneys or student attorneys appearing in court under the supervision of an attorney. Passwords will change on a daily basis and will be received by court administration and provided to qualified Individual Users who appear for a daily calendar. Passwords may not be shared.

3.2 Notice When a Government Subscriber's Individual User should no Longer Receive FAST Access. Individual Users that no longer work for Government Subscriber, or who no longer need FAST Access to fulfill a "Legitimate Governmental Business Need" as defined in the Agreement, should not have FAST Access. Government Subscriber shall immediately notify the Court whenever an Individual User no longer works for Government Subscriber or no longer needs FAST Access to fulfill a "Legitimate Governmental Business Need" as defined in the Agreement.

4. WARRANTY DISCLAIMERS. The warranty disclaimers listed in Clause 15 of the Master Subscriber Agreement for Minnesota Court Data Services for Governmental Agencies is modified to include the following. **THE COURT IS NOT LIABLE FOR ANY COURT RECORDS OR COURT DOCUMENTS NOT AVAILABLE THROUGH FAST ACCESS DUE TO COMPUTER OR NETWORK MALFUNCTION, MISTAKE OR USER ERROR. THE COURT MAKES NO WARRANTIES AS TO THE COMPLETENESS OR ACCURACY OF THE COURT RECORDS AND COURT DOCUMENTS PROVIDED THROUGH FAST ACCESS.**

5. ACKNOWLEDGMENT BY INDIVIDUALS WITH ACCESS TO COURT RECORDS AND COURT DOCUMENTS UNDER THIS AGREEMENT. Pursuant to Clause 7 of the Master Subscriber Agreement for Minnesota Court Data Services for Governmental Agencies, Government Subscriber's Individual Users are required to sign an Acknowledgment Form before being provided access to Court Data. For FAST Access, Government Subscriber's Individual Users are required to sign a FAST Access specific Acknowledgment Form before being provided a FAST Access login and password.

IN WITNESS WHEREOF, the Parties have, by their duly authorized officers, executed this Agreement in duplicate, intending to be bound thereby.

1. GOVERNMENT SUBSCRIBER
Government Subscriber must attach documented verification of authority to sign on behalf of and bind the entity, such as a council resolution, board authority or legally binding decision maker and attach same as Exhibit C.

2. THE COURT

By _____
(SIGNATURE)

Date _____

Name (typed) Dean Zuleger

Title City Administrator

Office _____

By _____
(SIGNATURE)

Date _____

Name (typed) Mark Moore

Title CIO/Director

Information Technology
Division of State Court
Administration

Office _____



MAYOR AND COUNCIL COMMUNICATION

DATE: 5/07/2013

CONSENT

ITEM #: 6

AGENDA ITEM: Annual League of MN Cities Insurance Trust Waiver Form

SUBMITTED BY: Cathy Bendel, Finance Director

THROUGH: Cathy Bendel, Finance Director

REVIEWED BY: Adam Bell, City Clerk

SUMMARY AND ACTION REQUESTED: As part of its Consent Agenda, the City Council is asked to approve the attached annual liability coverage waiver form. The form has been filled out based on a recommendation by our insurance agent and the League of MN Cities Insurance Trust. No specific motion is needed, as this is recommended to be part of the overall approval of the *Consent Agenda*.

STAFF REPORT: The City is required on an annual basis to specifically state if they want to waive the monetary limits on municipal tort liability established by Minnesota State Statutes. It is recommended that the City NOT waive the monetary limits as noted on the attached form.

LEAGUE OF MINNESOTA CITIES INSURANCE TRUST

LIABILITY COVERAGE – WAIVER FORM

Cities obtaining liability coverage from the League of Minnesota Cities Insurance Trust must decide whether or not to waive the statutory tort liability limits to the extent of the coverage purchased. The decision to waive or not to waive the statutory limits has the following effects:

- *If the city does not waive the statutory tort limits*, an individual claimant would be able to recover no more than \$500,000. on any claim to which the statutory tort limits apply. The total which all claimants would be able to recover for a single occurrence to which the statutory tort limits apply would be limited to \$1,500,000. These statutory tort limits would apply regardless of whether or not the city purchases the optional excess liability coverage.
- *If the city waives the statutory tort limits and does not purchase excess liability coverage*, a single claimant could potentially recover up to \$1,500,000. on a single occurrence. The total which all claimants would be able to recover for a single occurrence to which the statutory tort limits apply would also be limited to \$1,500,000., regardless of the number of claimants.
- *If the city waives the statutory tort limits and purchases excess liability coverage*, a single claimant could potentially recover an amount up to the limit of the coverage purchased. The total which all claimants would be able to recover for a single occurrence to which the statutory tort limits apply would also be limited to the amount of coverage purchased, regardless of the number of claimants.

Claims to which the statutory municipal tort limits do not apply are not affected by this decision.

This decision must be made by the city council. **Cities purchasing coverage must complete and return this form to LMCIT before the effective date of the coverage.** For further information, contact LMCIT. You may also wish to discuss these issues with your city attorney.

THE
CITY OF LAKE ELMO accepts liability coverage limits of \$ 500,000 / \$1,500,000 from the League of Minnesota Cities Insurance Trust (LMCIT).

Check one:

- ☒ The city **DOES NOT WAIVE** the monetary limits on municipal tort liability established by Minnesota Statutes 466.04.
- ☐ The city **WAIVES** the monetary limits on tort liability established by Minnesota Statutes 466.04, to the extent of the limits of the liability coverage obtained from LMCIT.

Date of city council meeting _____

Signature _____ Position _____

Return this completed form to LMCIT, 145 University Ave. W., St. Paul, MN. 55103-2044



MAYOR AND COUNCIL COMMUNICATION

DATE: 5/07/2013

CONSENT

ITEM #: 7

RESOLUTION

AGENDA ITEM: Olson Lake Trail Sanitary Sewer Extension Project – Resolution Approving Joint Powers Agreement with City of Oakdale

SUBMITTED BY: Jack Griffin, City Engineer

THROUGH: Dean A. Zuleger, City Administrator

REVIEWED BY: Adam Bell, City Clerk
Cathy Bendel, Finance Director

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

- Questions from Council to Staff..... Mayor Facilitates
- Public Input, if Appropriate..... Mayor Facilitates
- Call for Motion Mayor & City Council
- Discussion..... Mayor & City Council
- Action on Motion..... Mayor Facilitates

SUMMARY AND ACTION REQUESTED:

The City Council is respectfully requested to consider approving the Joint Powers Agreement with the City of Oakdale for the Olson Lake Trail Sanitary Sewer Extension Project. If removed from the consent agenda, the recommended motion for this action is as follows:

“Move to approve Resolution No. 2013-33, Approving the Joint Powers Agreement with the City of Oakdale for the Olson Lake Trail Sanitary Sewer Extension Project.”

BACKGROUND AND STAFF REPORT:

On March 19, 2013 the council ordered the improvement and the preparation of plans and specifications for the Olson Lake Trail Sanitary Sewer Extension Project. The improvements include the extension of sanitary sewer 580 linear feet north of an existing lift station owned and operated by Oakdale, along the west boulevard of Olson Lake Trail. This project provides sanitary sewer service to 7 properties; 5 properties in Lake Elmo and 2 properties in Oakdale.

This project is the first phase of a multi-year project to provide sewer service along Olson Lake Trail north to 50th Street. The second project would be constructed in coordination with Washington County when the County completes a road resurfacing project for Olson Lake Trail (CR 13); scheduled sometime between 2014 and 2016.

To implement the project, Oakdale and Lake Elmo need to enter a Joint Powers Agreement to establish the terms for the project to be jointly implemented for the benefit of both communities. The terms as set forth in the agreement are consistent with the policies and recommendations established within the Amended Feasibility Report for the project, adopted by the City Council on March 19, 2013. The Oakdale City Council approved this agreement at their April 23, 2013 meeting.

Summary of Agreement Terms:

- Oakdale will be the responsible party for the design and construction of the entire project.
- The project costs will be shared in proportion to the number of benefitting properties within each jurisdiction; Lake Elmo's share is 71%.
- Lake Elmo will invoice Oakdale \$4,000 for reimbursement of the feasibility report.
- Each city is responsible to levy assessments against properties within its jurisdiction. Lake Elmo has previously conducted its Final Assessment Hearing for the five properties.

RECOMMENDATION:

Staff is recommending that the City Council approve, as part of the *Consent Agenda*, Resolution No. 2013-33, thereby approving the Joint Powers Agreement with the City of Oakdale for the Olson Lake Trail Sanitary Sewer Extension Project. If removed from the consent agenda, the recommended motion for this action is as follows:

“Move to approve Resolution No. 2013-33, Approving the Joint Powers Agreement with the City of Oakdale for the Olson Lake Trail Sanitary Sewer Extension Project.”

ATTACHMENT(S):

1. Resolution No. 2013-33
2. Olson Lake Trail Sanitary Sewer Joint Powers Agreement between Oakdale and Lake Elmo

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

RESOLUTION NO. 2013-33

**A RESOLUTION APPROVING A JOINT POWERS AGREEMENT
BETWEEN THE CITY OF OAKDALE AND THE CITY OF LAKE ELMO
FOR THE OLSON LAKE TRAIL SANITARY SEWER PROJECT**

WHEREAS, Oakdale and Lake Elmo desire to construct the Olson Lake Trail Sanitary Sewer Project in accordance with the recommendations outlined in the Amended Feasibility Report dated March, 2013; and

WHEREAS, the Project will benefit properties in both cities, with five properties located in the City of Lake Elmo; and

WHEREAS, upon completion of the Project, Oakdale will own, operate, and maintain the 8-inch sanitary sewer line.

NOW, THEREFORE, BE IT RESOLVED,

1. That the Mayor and City Administrator are hereby authorized and directed to enter into a Joint Powers Agreement between the City of Oakdale and City of Lake Elmo to facilitate the design and construction of the Olson Lake Trail Sanitary Sewer Improvement Project.

**ADOPTED BY THE LAKE ELMO CITY COUNCIL ON THE SEVENTH DAY OF
MAY, 2013.**

CITY OF LAKE ELMO

By: _____

Mike Pearson
Mayor

(Seal)

ATTEST:

Adam Bell
City Clerk

JOINT POWERS AGREEMENT
BETWEEN THE CITY OF OAKDALE
AND THE CITY OF LAKE ELMO
REGARDING OLSON LAKE TRAIL SANITARY SEWER
IMPROVEMENT PROJECT

THIS AGREEMENT made and entered into this 23rd day of April, 2013 by and between the City of Oakdale ("Oakdale") and the City of Lake Elmo ("Lake Elmo"), both of which are municipal corporations under the laws of Minnesota.

RECITALS

WHEREAS, Oakdale and Lake Elmo desire to install an 8-inch gravity sewer line, service stub pipe, and related items in a portion of CSAH 13 (Olson Lake Trail) Right of Way, including grinder pumps on those service lines below the gravity sewer main elevation (the "Project"); and

WHEREAS, the Project will connect to an existing lift station in Oakdale that is owned, operated, and maintained by Oakdale; and

WHEREAS, upon completion of the Project, Oakdale will own, operate, and maintain the 8-inch sewer line; and

WHEREAS, the Project will benefit properties in both cities; and

WHEREAS, Lake Elmo prepared a feasibility study of the Project in accordance with Minnesota Statutes, Chapter 429; and

WHEREAS, Oakdale and Lake Elmo have conducted public improvement hearings in accordance with Minnesota Statutes, Chapter 429;

WHEREAS, Oakdale intends to specially assess two benefited properties in Oakdale for the cost of the Project; and

WHEREAS, Lake Elmo intends to specially assess five benefited properties in Lake Elmo for the cost of the Project; and

WHEREAS, Minnesota Statutes, section 471.59 authorizes political subdivisions of the state to enter into joint powers agreements for the joint exercise of powers common to each.

NOW, THEREFORE, in consideration of the mutual undertakings expressed in this agreement, Oakdale and Lake Elmo agree as follows:

I. PURPOSE

The purpose of this Agreement is to set forth the terms of the agreement that Oakdale and Lake Elmo have reached regarding the design, construction and financing of the Project, in accordance with

II. AGREEMENT

1. Oakdale shall be responsible for the design and construction of the entire Project. Therefore, the parties agree that:
 - a. Oakdale shall plan and design, advertise and receive bids, award the contract, administer the construction and conduct inspections of the Project. Lake Elmo will review and approve the final plans and specifications prior to advertisement for bids. Lake Elmo shall have the right to approve the bid prior to award of the contract by Oakdale if the apparent low bid exceeds the engineer's estimated cost of the Project. Lake Elmo shall have the right to inspect, review and comment upon construction of the Project.
 - b. Lake Elmo grants to Oakdale the right to construct the project within the Lake Elmo city limits along Olson Lake Trail, including any excavations necessary to perform work incidental to the performance of this Agreement. Lake Elmo agrees to cooperate with Oakdale in the execution of the Project.
 - c. Lake Elmo agrees to notify and coordinate access and other matters with its property owners regarding the construction schedule of the Project.
2. The Project is estimated to cost \$141,000 including the cost of construction, all design/construction engineering, administrative, and legal expenses. Oakdale's share of the Project costs 29% (approximately \$41,370) and Lake Elmo's share is 71% (approximately \$99,630).
3. Lake Elmo will invoice Oakdale \$4,000 for Oakdale's share of the cost of preparing the feasibility report.
4. Oakdale will invoice Lake Elmo on a monthly basis for Lake Elmo's portion of the Project costs. Lake Elmo agrees to pay the invoice no later than 30 days after receiving it.
5. Each city shall be solely responsible for its share of the costs of the Project. Each city shall be responsible for the levy of any special assessments against properties within its respective city boundaries.
6. Each city agrees to indemnify and hold harmless the other from any claims, losses, costs, expenses or damages, including reasonable attorney's fees, resulting from the acts or omissions of the respective officers, agents, or employees of the indemnifying party, to the extent such acts or omissions to related activities conducted by the indemnifying party under this Agreement.
7. It is understood and agreed that this agreement contains the complete

understanding of Oakdale and Lake Elmo and that this Agreement supersedes all oral agreements and all negotiations between the parties relating to the subject matter thereof, as well as any previous agreement presently in effect between the parties regarding the subject matter thereof. Any alterations, variations, or modifications of the provisions of this Agreement shall be valid only when they have been reduced to writing and duly signed by the parties.

8. For purposes of delivery of any notice required by this Agreement, the notice shall be effective if delivered by certified or registered U.S. mail, postage prepaid, or hand delivered to:

a) As to Oakdale: City of Oakdale
1584 Hadley Avenue North
Oakdale, MN 55128
ATTN: City Administrator

b) As to Lake Elmo: City of Lake Elmo
3800 Laverne Avenue North
Lake Elmo, MN 55042
ATTN: City Administrator

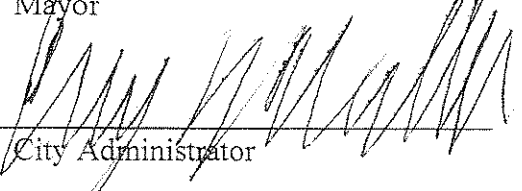
9. This Agreement shall be interpreted under the laws of Minnesota.

IN WITNESS WHEREOF, Oakdale and Lake Elmo have caused this Agreement to be executed on their behalf by their appropriate officers.

Dated: April 23, 2013.

CITY OF OAKDALE

By: 
Mayor

By: 
City Administrator

Dated: _____, 2013.

CITY OF LAKE ELMO

By: _____
Mayor

By: _____
City Administrator



MAYOR AND COUNCIL COMMUNICATION

DATE: 5/07/2013

CONSENT

ITEM #: 8

AGENDA ITEM: Sanitary Sewer Service Agreement – Resolution Approving Agreement with the City of Oakdale for Lake Elmo Properties Abutting Olson Lake Trail

SUBMITTED BY: Jack Griffin, City Engineer

THROUGH: Dean A. Zuleger, City Administrator

REVIEWED BY: Adam Bell, City Clerk
Cathy Bendel, Finance Director

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

- Questions from Council to Staff..... Mayor Facilitates
- Public Input, if Appropriate..... Mayor Facilitates
- Call for Motion..... Mayor & City Council
- Discussion..... Mayor & City Council
- Action on Motion..... Mayor Facilitates

SUMMARY AND ACTION REQUESTED:

The City Council is respectfully requested to consider approving the Sanitary Sewer Service Agreement with the City of Oakdale for Lake Elmo properties abutting Olson Lake Trail. If removed from the consent agenda, the recommended motion for this action is as follows:

“Move to approve Resolution No. 2013-34, Approving the Sanitary Sewer Service Agreement with the City of Oakdale for Lake Elmo properties abutting Olson Lake Trail.”

BACKGROUND AND STAFF REPORT:

On March 19, 2013 the council ordered the improvement and the preparation of plans and specifications for the Olson Lake Trail Sanitary Sewer Extension Project. The 2013 improvements include the extension of sanitary sewer 580 linear feet north of an existing lift station owned and operated by Oakdale, along the west boulevard of Olson Lake Trail. This project provides sanitary sewer service to 7 properties; 5 properties in Lake Elmo and 2 properties in Oakdale.

This project is the first phase of a multi-year project to provide sewer service along Olson Lake Trail north to 50th Street. The second project would be constructed in coordination with Washington County when the County completes a road resurfacing project for Olson Lake Trail (CR 13); scheduled sometime between 2014 and 2016.

To implement the project, Oakdale and Lake Elmo need to enter a Sanitary Sewer Services Agreement to establish the terms and conditions for the ongoing ownership, operations and maintenance for the constructed facilities. The terms set forth in the agreement are consistent with the policies and recommendations established within the Amended Feasibility Report for the project, adopted by the City Council on March 19, 2013.

Summary of Agreement Terms:

- The newly constructed sanitary sewer main will be part of the Oakdale sanitary sewer system.
- Oakdale agrees to allow properties in Lake Elmo to be connected to its sanitary sewer system and to provide sanitary sewer services to the Lake Elmo properties.
- The connection fees and charges to each Lake Elmo property at the time of connection will be collected and retained by Oakdale.
- Lake Elmo residents will be required to install a water meter and transmitter for their private well to establish water use for the purpose of sewer billing by Oakdale.
- Oakdale will be responsible for billing the Lake Elmo properties and collecting the sewer service charges.
- Lake Elmo agrees to cooperate with Oakdale to collect unpaid sanitary sewer service charges from Lake Elmo properties by certifying the unpaid amounts to the County Auditor for collection with property taxes.

RECOMMENDATION:

Staff is recommending that the City Council approve, as part of the *Consent Agenda*, Resolution No. 2013-34, thereby approving the Sanitary Sewer Service Agreement with the City of Oakdale for Lake Elmo properties abutting Olson Lake Trail. If removed from the consent agenda, the recommended motion for this action is as follows:

“Move to approve Resolution No. 2013-34, Approving the Sanitary Sewer Service Agreement with the City of Oakdale for Lake Elmo properties abutting Olson Lake Trail.”

ATTACHMENT(S):

1. Resolution No. 2013-34
2. Sanitary Sewer Service Agreement with the City of Oakdale

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

RESOLUTION NO. 2013-34

**A RESOLUTION APPROVING A SANITARY SEWER SERVICE
AGREEMENT WITH THE CITY OF OAKDALE FOR LAKE ELMO
PROPERTIES ABUTTING OLSON LAKE TRAIL**

WHEREAS, Lake Elmo and Oakdale have entered into a Joint Powers Agreement pursuant to which sanitary sewer service will be extended to properties that abut Olson Lake Trail both in Lake Elmo and Oakdale; and

WHEREAS, the sanitary sewer is an extension of an existing sanitary sewer line in Oakdale and it is therefore agreed that the new sewer line will become a part of Oakdale's sanitary sewer system; and

WHEREAS, Lake Elmo has requested that Oakdale allow the Lake Elmo properties ("Properties") to be connected to Oakdale's sanitary sewer services and that Oakdale provide those Properties with ongoing sanitary sewer services; and

WHEREAS, Oakdale has agreed to allow the Properties to be connected to its sanitary sewer system and to provide ongoing sanitary sewer services to the Properties, pursuant to the terms and conditions of the Agreement.

NOW, THEREFORE, BE IT RESOLVED,

1. That the City Council approves the Sanitary Sewer Services Agreement with the City of Oakdale for Lake Elmo properties that abut Olson Lake Trail.
2. That the Mayor and City Administrator are hereby authorized and directed to execute said agreement.

**ADOPTED BY THE LAKE ELMO CITY COUNCIL ON THE SEVENTH DAY OF
MAY, 2013.**

CITY OF LAKE ELMO

By: _____
Mike Pearson
Mayor

(Seal)

ATTEST:

Adam Bell
City Clerk

SANITARY SEWER SERVICE AGREEMENT

THIS AGREEMENT is made and entered into as of the ____ day of _____, 2013 by and between the City of Lake Elmo, a Minnesota municipal corporation ("Lake Elmo") and the City of Oakdale, a Minnesota municipal corporation ("Oakdale").

RECITALS

1. Lake Elmo and Oakdale are each authorized by law to construct, operate and maintain municipal sanitary sewer utilities for the purpose of supplying sanitary sewer services to properties within their respective corporate limits.

2. Lake Elmo and Oakdale have entered into a Joint Powers Agreement pursuant to which sanitary sewer service will be extended to properties that abut Olson Lake Trail both in Lake Elmo and Oakdale. The sanitary sewer is an extension of an existing sanitary sewer line in Oakdale. The new sanitary sewer will therefore be part of Oakdale's sanitary sewer system.

3. Lake Elmo does not have sanitary sewer services that are available to the Lake Elmo properties that will be served by the new sanitary sewer line.

4. Oakdale is able to supply sanitary sewer service to the Lake Elmo properties from the new sanitary sewer line.

5. Lake Elmo has requested that Oakdale allow the Lake Elmo properties ("Properties") to be connected to Oakdale's sanitary sewer services and that Oakdale provide those Properties with sanitary sewer services.

6. Oakdale has agreed to allow the Properties to be connected to its sanitary sewer services and to provide sanitary sewer services to the Properties, pursuant to the following conditions.

AGREEMENT

NOW THEREFORE, in consideration of the mutual covenants contained in this agreement, the parties agree as follows:

1. Sanitary Sewer Service. Oakdale agrees to allow the Properties to connect to its sanitary sewer system. Sanitary sewer service to the Properties shall be supplied by Oakdale. The owners of each of the Properties will be responsible for connecting their respective property to Oakdale's sanitary sewer system.

2. Connection Permit and Fees. When the owners of the Properties connect to Oakdale's sanitary sewer system, Lake Elmo shall ensure that the owners apply for a connection permit from Oakdale. Oakdale shall be responsible for issuing the connection permit and for collecting its current sanitary sewer connection fees and availability charges from the owners at the time of application. The amount of the fees and charges shall be established by Oakdale and shall

be equal to the Oakdale resident fees or charges. Oakdale shall be entitled to retain all fees and charges collected.

3. Water Meters. The Properties are served by private wells and are not connected to either the Oakdale or Lake Elmo municipal water systems. The owners of the Properties will be responsible for purchasing a water meter and transmitter from Oakdale and installing that equipment on their wells before connecting to the Oakdale sanitary sewer system.

4. Service Charges. Oakdale shall be responsible for billing the resident or property owners and collecting the sanitary sewer service charges attributable to the Properties. The sanitary sewer service charges shall be equal to the Oakdale resident rates plus 5% unless otherwise jointly agreed by the City of Oakdale and City of Lake Elmo. Lake Elmo shall cooperate with Oakdale in the event that any unpaid sanitary sewer service charges need to be certified to the County Auditor for collection with the property taxes or assessed against the Properties.

5. Notices. Any notice or correspondence to be given under this Agreement shall be deemed to be given if delivered personally or mailed postage prepaid, certified mail, return receipt requested:

- a) as to Oakdale: City of Oakdale
1584 Hadley Avenue North
Oakdale, MN 55128-5407
ATTN: City Administrator
- b) as to Lake Elmo: City of Lake Elmo
3800 Laverne Avenue North
Lake Elmo, MN 55042
ATTN: City Administrator

or at such other address as either party may from time to time notify the other in writing in accordance with this paragraph.

6. Severability. In the event that any provision of this Agreement shall be held invalid, illegal or unenforceable by any court of competent jurisdiction, such holding shall pertain only to such section and shall not invalidate or render unenforceable any other provision of this Agreement.

7. Termination of Agreement. In the event that Lake Elmo constructs parallel sanitary sewer mains in the area of the Properties, this Agreement may be terminated by either party.

8. Services Agreement. This Agreement is a services agreement. The parties do not intend to undertake or create, and nothing herein shall be construed as creating, a joint powers agreement, joint venture, or joint enterprise between the parties.

9. Minnesota Law Governs. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Minnesota. All proceedings related to this Agreement shall be venued in the State of Minnesota.

Pursuant to authorization of their respective city councils, Lake Elmo and Oakdale have entered into this Agreement as of the day and year first above written.

CITY OF LAKE ELMO

By: _____
Mayor

By: _____
City Administrator

CITY OF OAKDALE

By: _____
Carmen Sarrack, Mayor

By: _____
Craig Waldron, City Administrator



MAYOR AND COUNCIL COMMUNICATION

DATE: 5/07/2013

CONSENT

ITEM: 9

AGENDA ITEM: Easement Encroachment Agreement – 10978 57th Street North

SUBMITTED BY: Nick Johnson, City Planner

THROUGH: Dean Zuleger, City Administrator

REVIEWED BY: Rick Chase, Building Official
Adam Bell, City Clerk

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

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

SUMMARY AND ACTION REQUESTED:

The City Council is respectfully requested to authorize as part of tonight's Consent Agenda the execution of an easement encroachment agreement. The City has received a request to install a fence within a drainage and utility easement area as part of a swimming pool permit at 10978 57th Street North. Approval of the requested agreement would allow the property owners to construct the requested improvement within the City's drainage and utility easements located on their private property.

BACKGROUND AND STAFF REPORT:

The City holds easements of different sizes and for different purposes on many residential and commercial properties throughout the city. When a resident is interested in putting a structure within an easement, the city has requested the property owner provide a site plan showing where the improvement is proposed to be located, a detail of what the improvement will look like and how it will function. After that information is received, Staff reviews the proposed improvement and the use of the easement to determine if the proposed improvement will impede the functionality of the easement. If Staff determines that the improvement will not negatively impact the functionality of the easement, an approved building permit showing the requested work and an Easement Encroachment Agreement is needed before the work may commence.

The Easement Encroachment Agreement that has been submitted for Council consideration is for a fence and has been reviewed by planning staff. The proposed fence meets all city code requirements and Staff would have otherwise authorized construction of the fence if it did not encroach into a drainage and utility easement.

The Easement Encroachment Agreement is a legal document which has been signed by all property owners seeking to install an improvement within an easement. The document, among other things, indemnifies the city from responsibility if damage occurs to the improvement or if it needs to be removed at some point in the future.

RECOMMENDATION:

Based upon the above background information and staff report, it is recommended that the City Council approve the Easement Encroachment Agreement as part of tonight's Consent Agenda.

ATTACHMENT(S):

1. Easement Encroachment Agreement – 10978 57th Street North

ENCROACHMENT AGREEMENT

THIS AGREEMENT is made this _____ day of _____, 2013, by and between the CITY OF LAKE ELMO, a Minnesota municipality (hereinafter "City"), and SCOTT THOMAS KENNEDY and ANN RENEE KENNEDY, husband and wife, (hereinafter "Owner") and their successors in title.

WHEREAS, the City has an easement for drainage and utility purposes over that part of the property legally described on the attached Exhibit A, located in Washington County, Minnesota;

WHEREAS, Owner is desirous of constructing a fence ("The Improvements") within the Easement; and,

WHEREAS, the permission granted herein is limited to The Improvement proposed within the easement.

NOW, THEREFORE, in consideration of the premises and for good and valuable consideration, the receipt of which is acknowledged, the City will permit the encroachment on its easement area as set forth herein and subject to the conditions set forth below:

1. Owner and successors in title may install and maintain The Improvements in the configuration directed by the City and in accordance herewith.

2. Owner must notify the City at least forty-eight (48) hours before construction, repair and/or maintenance work commences within the easement. No such work shall take place without the City staff being given the opportunity to be present at the site. Further, if the City determines in its reasonable estimation that any proposed work may potentially cause an unsafe condition or damage or impair the City's easement area, the City shall have the authority to

prevent such work from being done by giving notice to Owner; notwithstanding the foregoing, in the event of an emergency situation and/or the existence of an unsafe condition of Owner's land, the prescribed forty-eight (48) hour notice requirement shall be waived by the City. However, in the event of such situation, said waiver shall not relieve Owner from their obligation to notify the City in a timely and practical manner. The City shall have no obligation to notify Owner of their intent to do work.

3. To the fullest extent permitted by law, Owner, their successors and assigns agree to release, defend, protect, indemnify, save and hold harmless the City, its agents, directors, employees and contractors against any and all claims, costs and liabilities, including the costs of defense for damages, injury or death arising from or in any way connected to the installation, maintenance, repair, removal and/or presence of The Improvements permitted hereunder, regardless of whether such harm is to Owner, the City, the employees or officers of either or any other person or entity, except shall not be liable under this paragraph for loss or damage to the extent resulting from the negligence or intentional acts of the indemnified parties.

4. The permission granted herein is limited exclusively to the proposed improvement within the City's easement. Owner shall not alter the grade, perform any other site disturbing activities, or permit such alteration anywhere upon the land upon which the City has reserved its easement without proper express written consent of the City. Owner shall construct and maintain The Improvements in compliance with all applicable laws and in good repair. Owner shall, at all times, use best efforts to conduct all of activities on said easement area in such a manner as to not interfere with or impede the operation of the City's easement and related activities in any manner whatsoever and shall remove The Improvements at no cost to the City when directed by the City. The work shall be done and The Improvements maintained in conformance with the direction of the City.

[SIGNATURES ON FOLLOWING PAGES]

CITY OF LAKE ELMO

By _____
Mike Pearson, Mayor

By _____
Dean A. Zuleger, City Administrator

STATE OF MINNESOTA)
) ss.
COUNTY OF WASHINGTON)

On this _____ day of _____, 2013, before me, a Notary Public, personally appeared Mike Pearson, Mayor of the City of Lake Elmo, a Minnesota municipality within the State of Minnesota, and that said instrument was signed on behalf of the City of Lake Elmo by the authority of the City Council of the City of Lake Elmo, and acknowledged said instrument to be the free act and deed of said City of Lake Elmo.

Notary Public

STATE OF MINNESOTA)
) ss.
COUNTY OF WASHINGTON)

On this _____ day of _____, 2013, before me, a Notary Public, personally appeared Dean A. Zuleger, City Administrator of the City of Lake Elmo, a Minnesota municipality within the State of Minnesota, and that said instrument was signed on behalf of the City of Lake Elmo by the authority of the City Council of the City of Lake Elmo, and acknowledged said instrument to be the free act and deed of said City of Lake Elmo.

Notary Public

By Scott Kennedy
[Owner]

By Ann Kennedy
[Owner]

STATE OF MINNESOTA)
) ss.
COUNTY OF WASHINGTON)

On this 2nd day of May, 2013, before me, a Notary Public,
personally appeared Scott Kennedy and Ann Kennedy, property owners,
who signed the foregoing instrument and acknowledged said instrument to be his free act and deed.



Katrina Reed
Notary Public

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

EXHIBIT A

Lot 2, Block 3, Discover Crossing (10978 57th Street North, Lake Elmo, MN 55042)



MAYOR AND COUNCIL COMMUNICATION

DATE: 5/07/2013

REGULAR

ITEM #: 10

AGENDA ITEM: Lake Elmo Branding and Theming Study – Damon Farber and Associates

SUBMITTED BY: Nick Johnson, City Planner

THROUGH: Dean Zuleger, City Administrator

REVIEWED BY: Kyle Klatt, Planning Director
Alyssa MacLeod, Taxpayer Relations/Communications Coordinator

SUGGESTED ORDER OF BUSINESS:

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

SUMMARY AND ACTION REQUESTED:

The City Council is asked to accept the Lake Elmo Branding and Theming Study, produced by Damon Farber and Associates (DFA). The document includes a “Kit of Parts” intended to create a strong visual identity in public spaces in Lake Elmo, including gateways, streets, sidewalks and open spaces.

Staff recommends the City Council accept the Lake Elmo Branding and Theming Study through the following motion:

“Move to accept the Lake Elmo Branding and Theming Study.”

BACKGROUND AND STAFF REPORT:

On October 16, 2012, Damon Farber and Associates was contracted to lead a theming and branding exercise for the City of Lake Elmo that would result in a “Kit of Parts”. The “Kit of Parts” contains various design elements and amenities that can be utilized in public spaces to establish a community identity. In advance of future development in the years to come, now is the best time to establish these design elements so that they may be carried through in the newly established corridors and neighborhoods of Lake Elmo.

In order to establish the elements that would embody the community identity, DFA led a four month participatory process that allowed officials, residents and business owners to help define the Lake Elmo brand, as well as react to various proposed site and design elements. Over the course of the process, the City held 5 public meetings to help inform the eventual “Kit of Parts”. Overall, the branding and theming meetings were well attended, and the participants were able to provide significant input to the members of DFA.

Regarding the final document, the Lake Elmo Branding and Theming Study addresses many different elements related to the design of streetscapes and open spaces. One area that the document pays particular focus is the streetscape design of Lake Elmo Avenue in downtown Lake Elmo. Utilizing various streetscape elements contained within the manual will be extremely helpful in creating a more pedestrian-friendly district in the downtown area of Lake Elmo. The design of this roadway is particularly important in the context of Washington County's future planned improvement. In addition to downtown, attention is also paid to the other significant gateways in the community. DFA has shown how utilizing certain types of fencing and other elements at important gateways can help establish Lake Elmo's identity and brand.

As future growth and community projects are considered, it will be extremely helpful to have an established document to guide future design considerations. Not only can these elements be utilized in public spaces, but it is the City's goal that private property owners and developers may also be inspired by these site amenities and designs. Ultimately, there is definite value in promoting Lake Elmo's unique identity, and this identity may be enhanced through these design and site elements into the future.

RECOMMENDATION:

Staff recommends the City Council accept the Lake Elmo Branding and Theming Study through the following motion:

"Move to accept the Lake Elmo Branding and Theming Study."

ATTACHMENT(S):

1. The Lake Elmo Branding and Theming Study – Draft 5/7/13



DRAFT

LAKE ELMO BRANDING AND THEMING STUDY

APRIL 2013



DAMON **FARBER** ASSOCIATES

LIST OF PARTICIPANTS

Lake Elmo City Council

Lake Elmo Planning Commission

I-94 Corridor Work Group

Village Work Group

Residents & Business Owners of Lake Elmo

Damon Farber Associates

On behalf of Damon Farber Associates, I would like to thank you for this opportunity to develop the Lake Elmo Branding and Theming Study. We hope this document will be a valuable asset to your community in the future as you continue to establish a kit of parts that create a strong visual identity for the gateways, streets, sidewalks, and open spaces in Lake Elmo.

Sincerely,



Tom Whitlock, PLA, ASLA

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Process 1

PROCESS

The planning process for the Lake Elmo Branding and Theming Study included participation by members of the Lake Elmo City Council, Planning Commission, I-94 Work Group, Village Work Group, concerned residents and business owners and City Staff. The study was organized around a series of visioning sessions to uncover the images, views, architecture and landscapes that best define Lake Elmo.

The Project Team members met on a monthly basis between October 2012 and April 2013 offering input and guidance to the consultant team. The Branding and Theming Study seeks to establish a ‘Kit of Parts’ to be used on future public realm initiatives based upon the wishes and desires of the community.

At times, various community members expressed concerns over specific elements of the ‘Kit of Parts’, but the vision seeks to define a broad set of ideas for the future of public and private investment in the streets, parks and sidewalks the people travel every day to reinforce the already strong character of Lake Elmo. In fact, as people shared their views about the Lake Elmo aesthetic, it became evident that they all share a great desire to enhance the identity that is highly treasured and critical to the future health of the community.

It is the goal of this study to reflect the common vision shared by the community and provide positive direction for the future of the Public Realm. While community members may continue the debate after completion of the study, it should be done in the context of a commonly held vision. In this way, a mission statement should provide the way for shared values and a basis for cooperation as the community addresses future growth and public realm dilemmas within the city.

LAKE ELMO VISIONING - DECEMBER 2012



prairie



farm



village



..... Mission Statement 2

MISSION STATEMENT

The Lake Elmo Branding and Theming Study seeks to establish a kit of parts that will create a strong visual identity for the gateways, streets, sidewalks and open spaces of Lake Elmo that reinforces the unique agricultural and open space heritage of the community.

DESIGN PRINCIPLES

- Elements and furnishings will reflect a connection to the land through material and form
- Elements and furnishings will be detailed and placed with a simplicity of purpose and function that pays tribute to the Lake Elmo agrarian heritage.
- Landscapes will reflect the native prairie, lakes and big woods that help define Lake Elmo as a special community within a metropolitan area.
- Elements and furnishings will be comfortable and functional.
- The Kit of Parts must have an authenticity that creates a memorable and lasting impression for visitors, residents and business owners.

existing view



STREETSCAPE GOALS

To create a high quality and attractive environment throughout Downtown Lake Elmo that evokes a sense of pride, care and safety for people who live, work and visit in Lake Elmo. To keep Downtown Lake Elmo business environment competitive by implementing major pedestrian improvements that:

- encourage and expand pedestrian use of Downtown
- reinforce current private and public sector investments
- encourage new investment

view with streetscape amenities - seating, pedestrian lighting, signage, and vegetation



STREETSCAPE DESIGN

The Design Guidelines were created to assist Lake Elmo City Staff, community business, and developers in creating memorable public spaces within Lake Elmo. The guidelines for Lake Elmo will standardize a design approach that will create public space that represents the Lake Elmo brand and is easy to maintain.

This booklet provides the necessary tools to plan open space enhancements and provides helpful information to be used in the streetscapes, the kit of parts that make up a streetscape, the special situations that can be considered, and streetscape design examples. These concepts and standards are guidelines for laying out Lake Elmo’s streetscape improvements and the successful implemented streetscape project.

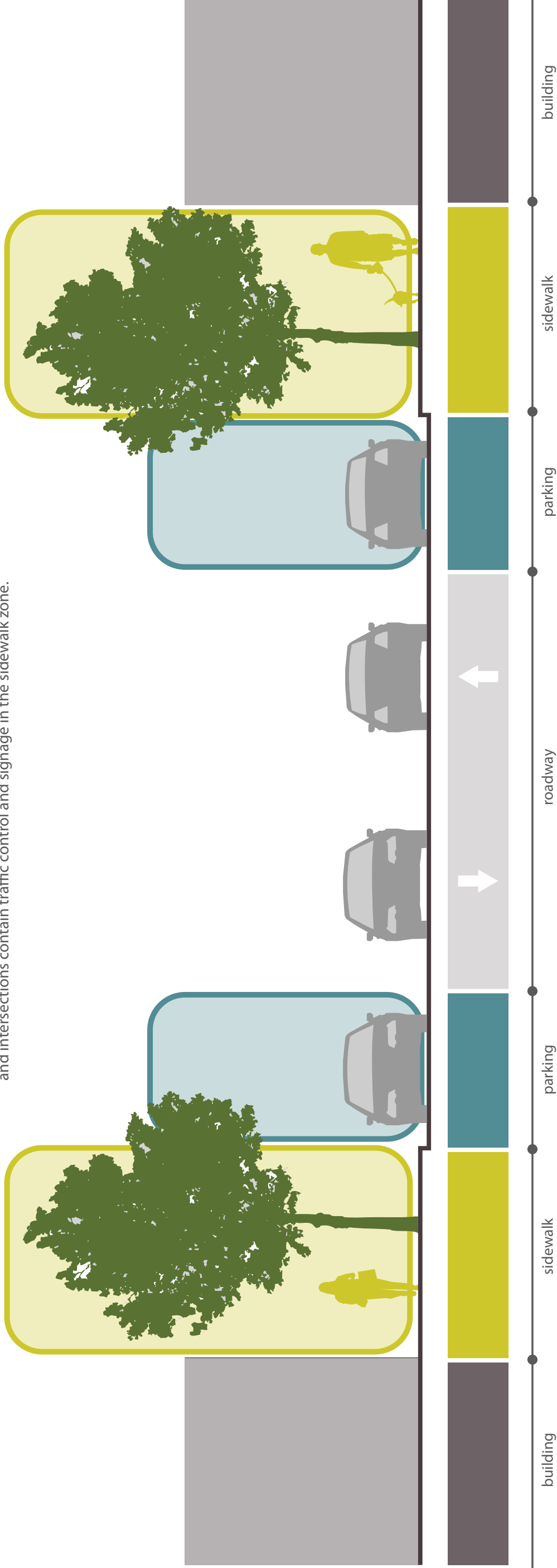
STREETSCAPE ZONES

The streetscape in Lake Elmo may include many zones or areas such as vehicle travel and parking lanes, bicycle lanes, sidewalks, street trees, street furniture, utility lines, planting and signage. Streetscapes can include many elements, so it is helpful to divide them into three zones. The **Sidewalk** is the front of every business and residence. In residential areas of Lake Elmo, it is the place where you meet your neighbors, interact or enjoy a stroll. In commercial districts, this zone is a transition zone where pedestrians exit from cars to enter businesses along the street. Larger sidewalks can also accommodate outdoor cafes, sidewalk sales, and other commercial uses. **Parking** allows convenience for shoppers who travel by car to visit local businesses in the commercial area. The **Roadway** is for vehicular use and accommodates the movement of vehicles and bicycles through the streetscape. While each zone is different, the zones can interact with each other. A pedestrian crossing the street interacts with all zones. Street lighting located in a sidewalk overlaps the parking and roadway zones and intersections contain traffic control and signage in the sidewalk zone.

There are many aspects of the public space to consider when designing a streetscape in Lake Elmo including:

- Sidewalk widths
- Commercial and residential uses
- Pedestrian safety and comfort
- Pedestrian volume and movement
- Parking requirements and restrictions
- Vehicular traffic
- Four-season enhancement
- Accessibility and flexibility
- Attractiveness

These characteristics affect how a streetscape is designed, constructed, and its ability to attract pedestrians, residents, and business patrons.





3 Placement & Pattern in the Streetscape

STREETSCAPE COMPONENTS

Streetscapes in Lake Elmo can be divided into zones based on use. Each zone contains numerous components that will overlap and serve multiple streetscape zones. The placement of streetscape components should be carefully considered and integrated to create a streetscape identity for Lake Elmo. When these components are used properly, identity can be created which reflects a unique character for the community that can expand beyond the streetscape and promoting economic development.

PRIMARY STREETSCAPE COMPONENTS

Establishing the character in the streetscape is the responsibility of two primary streetscape components:

- **Lighting** - this establishes the light levels on the streetscape and visual rhythm along the streetscape. The vertical presence of light poles and lights create a strong visual presences in the street.
- **Trees** - this establishes a daytime rhythm and character with color and shade. The vertical nature of these components is noticed by pedestrians and motorists alike.



There are other components that add detail and texture to a streetscape. These components include:

- Street furniture, including benches, trash receptacles and bicycle racks
- Vertical elements including banners, poles, signage and kiosks
- Public art elements
- Sidewalk and roadway surfaces
- Traffic control devices

PLACEMENT WITHIN THE STREETSCAPE

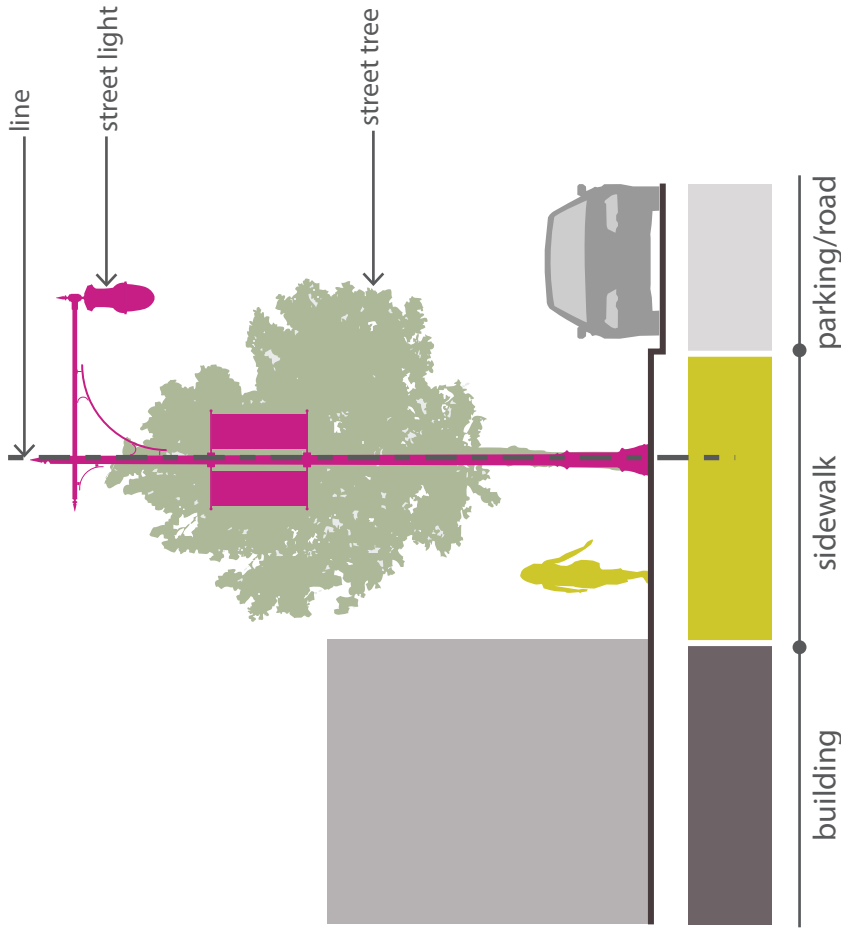
When various streetscape components are used along a typical block, the streetscape creates a particular rhythm depending on the use, placement, and emphasis of different components. For any given typical block in Lake Elmo, there are a variety of potential options for layout. This layout of components is loosely arranged along an artificial line that generally runs parallel to the street curbing. It is best when the layout of the street lighting, trees and similar vertical elements align with this imaginary line and other various streetscape components are organized around them. Various conditions in Lake Elmo, including building and street alignments can create obstacles along this line and results in the need to vary placement of components in the streetscape. What is most important is to create a rhythm and a purpose to the placement of these components.

LIGHTING

As one of the primary streetscape components, lights set the character of the nighttime look of the streetscape. The spacing between light poles should be a function of lighting levels and rhythm with other objects in the streetscape such as planters, trees, and signage.

Pedestrian lights and street lights will have different spacings due to the area covered by the light source. The number of footcandles needed to light an area can be adjusted to accommodate residential areas, and storefront lighting in commercial districts.

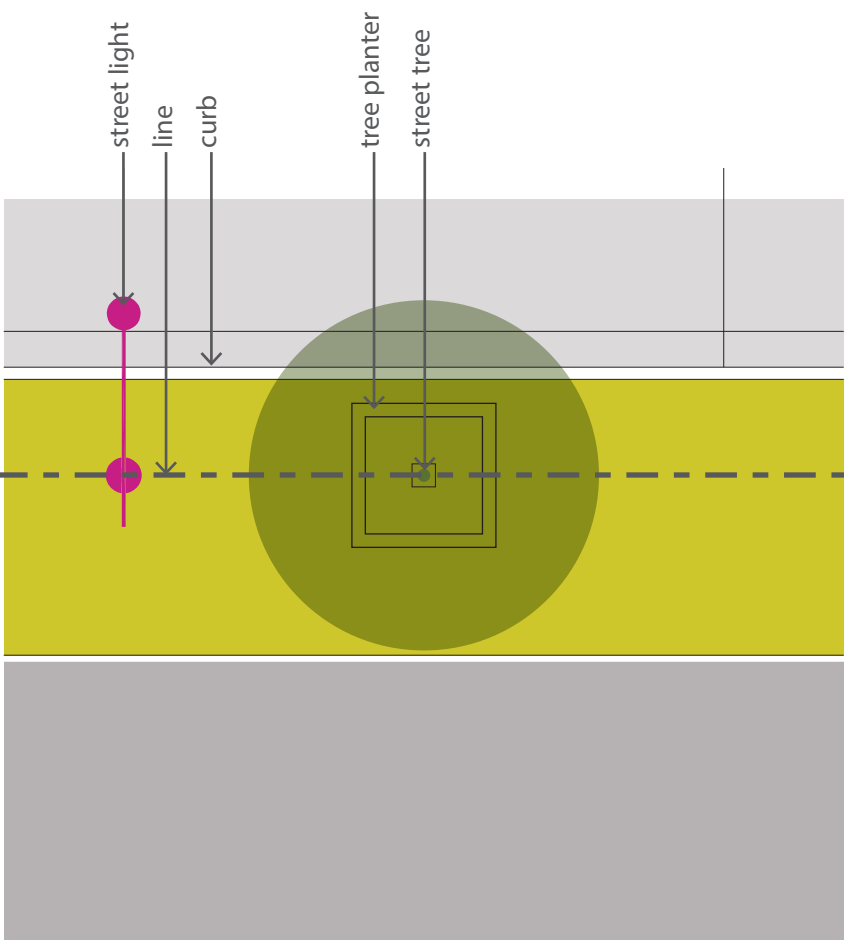
Elevation



TREES

When space permits, trees can be planted in streetscapes. Layout of the trees along the line helps to reinforce the rhythm of the streetscape. Trees should be used in sufficient numbers to create a strong visual statement. The canopy of tree will create a strong canopy effect in the streetscape. Larger trees allow for visual access to businesses and signage that front along the streetscape. Large trees can be pruned to maintain visibility at lower levels. Trees can also be used to carry twinkle lights for seasonal and holiday night-time effect.

Plan



CREATING A PATTERN IN THE STREETSCAPE

STREETSCAPE

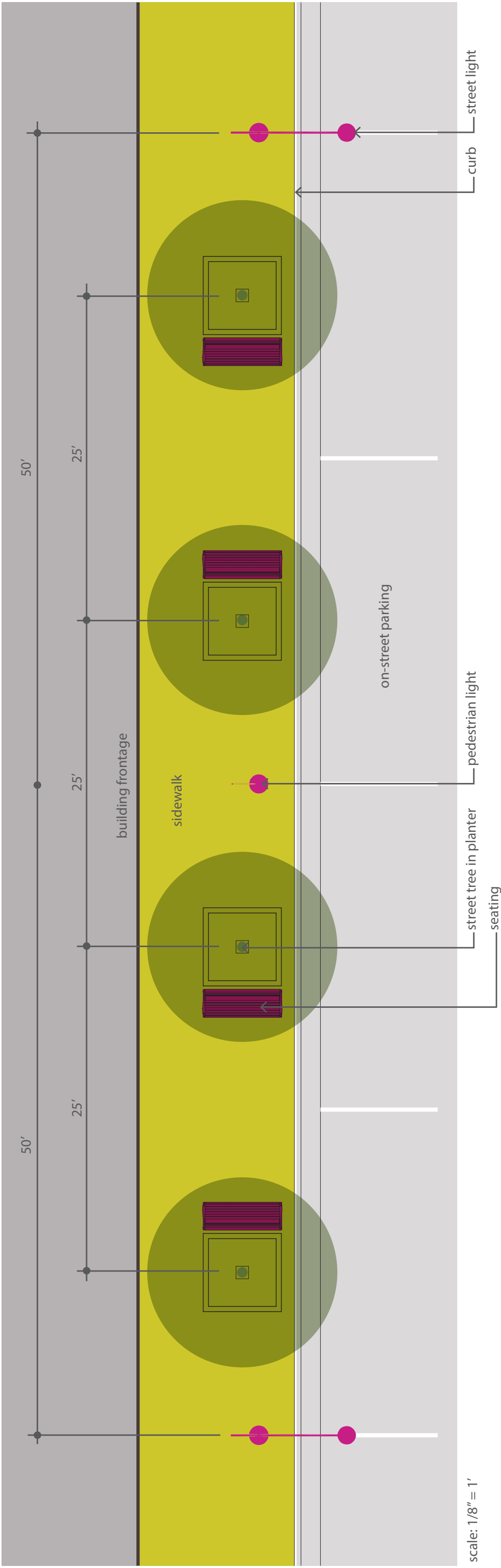
The combination of components that can be placed in the streetscape design creates the environment. A good streetscape design achieves a balance between all components, with the placement of each component being adjusted in relationship to the others until a functional, attractive design is achieved.

BREAKS IN THE STREETSCAPE

Once a component line is established, it must be adjusted to reflect the existing conditions in Lake Elmo for each block in the streetscape. Breaks in the line can occur for the following reasons:

- Driveways
- Existing utilities
- Existing trees
- Intersections
- Overhanging signs and canopies
- Building entrances
- Public spaces and existing landscape

These existing conditions disrupt the line and need to be accommodated by either shifting individual components along the street, or eliminating them all together.



MAINTENANCE & COMMUNITY INVOLVEMENT



STREETSCAPE INVESTMENTS

The success or failure of any public room improvement depends on continued and regular maintenance. Maintenance may come from the community of Lake Elmo, through maintenance agreements, or through budgets allocated by the City of Lake Elmo to conduct maintenance.

The investment in Lake Elmo’s public realm should not be a short-term project, but one that will have a lasting positive impact. Unfortunately, the natural elements and winter conditions in which we live take a toll on streetscape improvements. Materials, furnishings, and plantings used in the streetscape should be selected for durability as well as ease of maintenance, servicing, and replacement. Eventually all streetscape elements will need maintenance including repair and replacement. This is most common of landscape plantings which require regular watering and active maintenance to appear thriving and attractive.



COMMUNITY OWNERSHIP & MAINTENANCE

The success or failure of any public realm depends on regular maintenance. This includes:

- Cleaning and repair of surfaces
- Painting, refinishing, refurbishment and replacement of streetscape furniture
- Regular maintenance of landscape such as pruning, removing and replacing plants as needed
- Soil enrichment program.
- Care and repair of irrigation system, if required
- Repairs to pavements to eliminate tripping hazards.

Community “ownership” and maintenance of the streetscape (either through voluntary work such as weeding, watering, and general repair, or through monetary assessments for contracted work) is essential to the long-term viability of the public realm. While the City of Lake Elmo plays a role in streetscape maintenance and upkeep, a public/private partnership is critical to a project’s success.





Streetscape Requirements 4

STREETSCAPE REQUIREMENTS

The repetition of standard components in the streetscape defines its overall feel and character; however, successfully accommodating existing and special conditions is equally important. Dealing with these conditions provides a challenge but also increase the safety, accessibility, and overall functionality within the public realm.

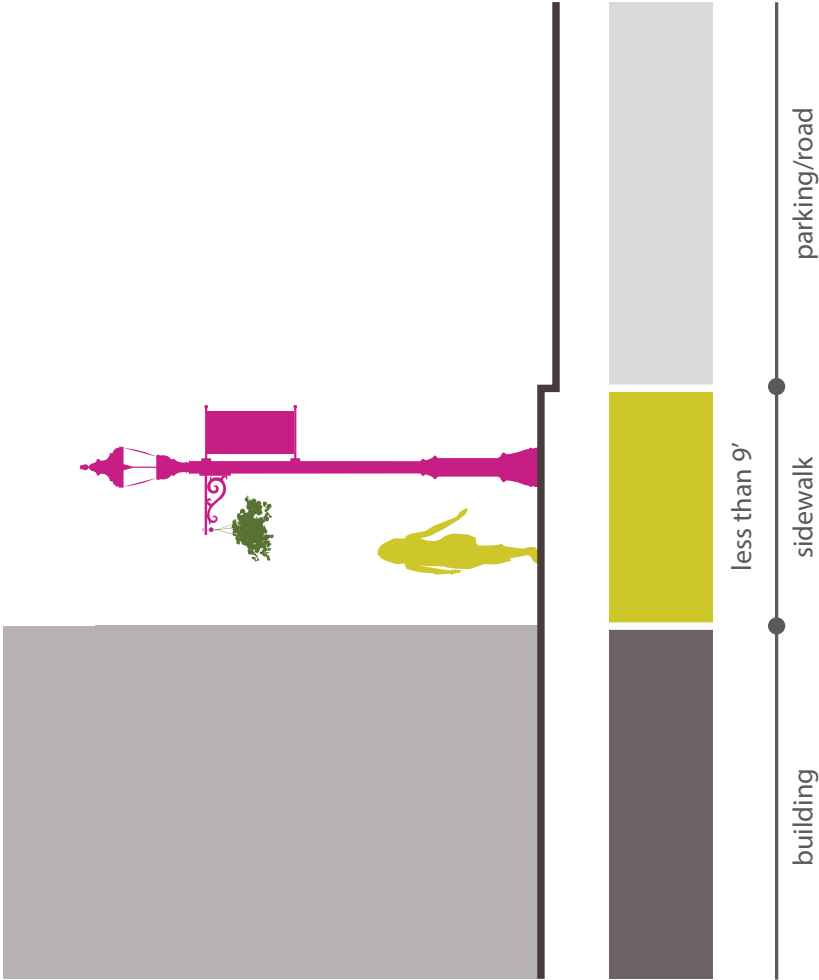
SIDEWALK TYPES

Sidewalk width establishes the character since it is the location in which most of the components are set. Narrow spaces have bigger limitations on the scale and size of components that can be placed within the streetscape, while wider sidewalks offer more options.

The following categories have been created to illustrate the extent of streetscape improvements in Lake Elmo that can take place within a given

sidewalk width:

- Less than 9’ wide
- 9’-12’ wide
- Greater than 12’ wide



SIDEWALKS LESS THAN 9 FEET WIDE

Sidewalks less than 9 feet wide are the most challenging due to the limited space available for pedestrians and the installation of streetscape components. The edges created at the buildings and curbs can create tight pedestrian areas of 5 feet or narrower. There is very little space for making improvements. When laying out components in sidewalks this narrow, it is important to maintain a minimum sidewalk width of 5 feet. A minimum of 3 feet clear of unobstructed sidewalk is required per the Americans with Disabilities Act Accessibility Guidelines. Streetscapes within a narrow sidewalk can include:

- Enhanced sidewalk pavement treatments
- Vertical elements such as banners and light poles
- Hanging baskets on light poles
- Private planter boxes along buildings or hanging from adjacent buildings
- At intersections, “bump-outs” and planters
- Decorative or wayfinding street signs and kiosks

Some issues facing streetscape components in narrow sidewalks are:

- the need to maintain adequate doorsweeps (space next to curb to allow car door swing); and
- placement of traffic signals and large planters to maintain a clear line of sight at corners with bump-outs.

Curb bump-outs can limit the effect of a narrow sidewalk by offering extra space for benches, trees or planters. Curb bump-outs are typically not placed at busy signalized intersections because this eliminates the right turn on red for automobiles.

The maintenance of hanging baskets and planter pots can be costly and will require a significant commitment by the Lake Elmo businesses and residents. A community commitment to maintenance is critical if such improvements are to be included in the public realm.

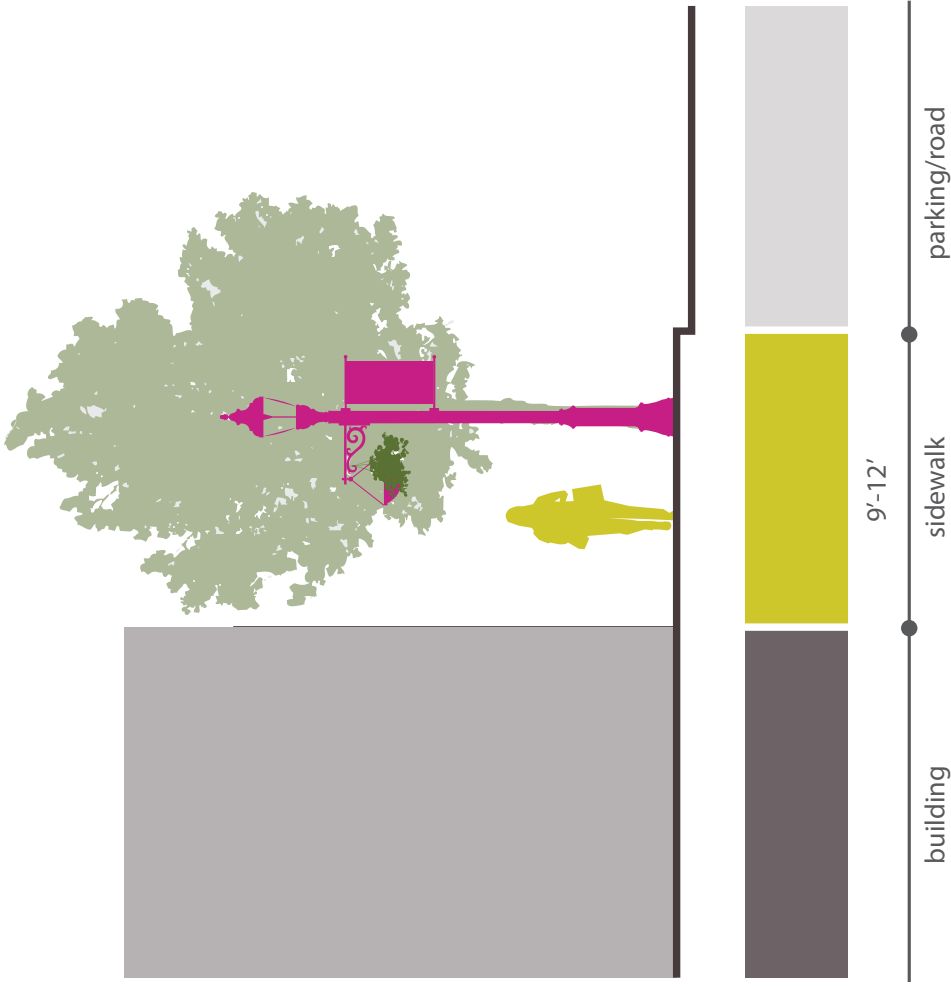


SIDEWALKS 9 TO 12 FEET WIDE

Where land adjacent to the street includes parking lots or other open spaces, thought should be given to share the land on the private side of the property line with the street. Where possible, shade trees could be incorporated into those spaces so narrow streetscapes can benefit from the shade created by the off-streetscape plantings.

Sidewalks that are 9’ - 12’ wide offer flexibility. This width allows for an ADA accessible route as well as a tree to be planted in tree pits that are either open, curbed, or covered with tree grates. Heavy traffic areas should provide a well defined walkable surface.

Care should be taken so that plantings do not obstruct a 5’ - 7’ clear walking path for pedestrians, wheelchairs and strollers. For 8’-10’ wide sidewalks, longer, rectangular tree pits are recommended. A tree pit of 3’ x 6’ aligned parallel to the curb can leave a 5’ - 7’ clear zone for pedestrian flow. For sidewalks in the 10’-12’ wide range, wider (4’x 6’ or 5’x 5’) tree pits are recommended. Sidewalks of this size can accommodate short benches (depending on the orientation), small kiosks, and small community signage. Placement should be carefully considered to not interfere with pedestrian movements.

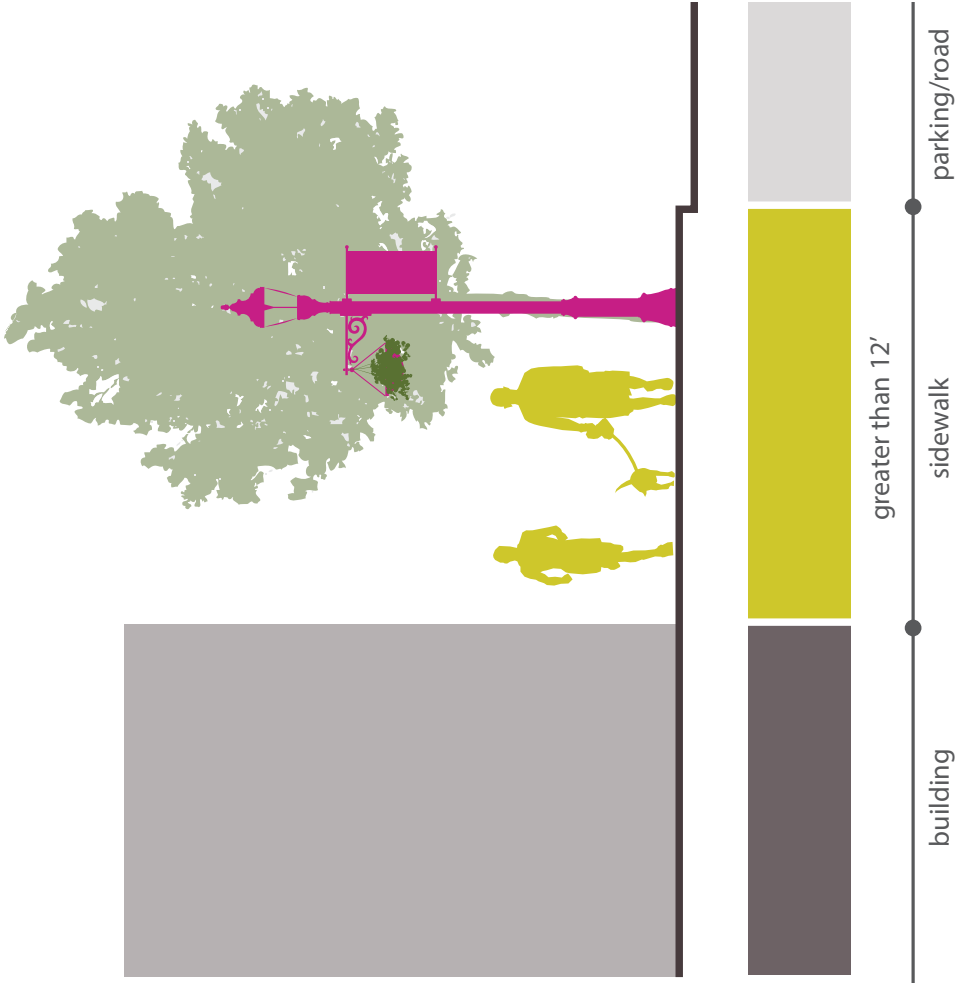


SIDEWALKS LARGER THAN 12 FEET

This sidewalk width offers the most flexibility. Care must be taken to preserve pedestrian flow and accommodate various levels of service. Larger greenspace areas are possible because of the available width. Planters should be as long and continuous as possible while still providing sufficient business and pedestrian access from the parking areas. These planters can be raised, curbed planters which offer a better way to protect landscape plantings from salt and damage due to pedestrian traffic.

Pedestrians and delivery service in Lake Elmo should have access from parking spaces and loading zones. Utilities and other components in the streetscape will also determine the location and frequency of breaks between planters. It is also important to maintain clear sight lines when installing planters, especially at intersections. The level of maintenance the business and community groups are willing to perform should be considered when determining the quantity and size of the planters and the landscape treatments to be installed in each planter.

In addition to more green space, wide sidewalks can usually accommodate more street furniture and amenities, including benches, bicycle racks, vertical elements and public art. The City of Lake Elmo may also encourage uses such as outdoor cafes and street vendors.



PARKING

One of the key objectives of the Lake Elmo public realm is to promote neighborhood commercial, economic, and social development. To successfully promote this in Lake Elmo, parking is an essential component. Most of Lake Elmo’s streets have parking on at least one side of the street, although there are several cases where on-street parking is partially or completely restricted. These include:

- High traffic streets
- Snow routes, on snow days
- Fire hydrants
- Loading zones
- At intersections in Lake Elmo

Commercial areas typically have parallel parking. A limited amount of angled parking occurs in the downtown, and may be appropriate on side streets adjacent to these commercial areas. Angled stalls present a significant safety challenge by requiring the driver to back out into oncoming traffic. Larger vehicles can obstruct the view of oncoming vehicles, making a backing maneuver even more difficult. Large vehicles may also project into the adjacent travel lane, creating a traffic hazard.

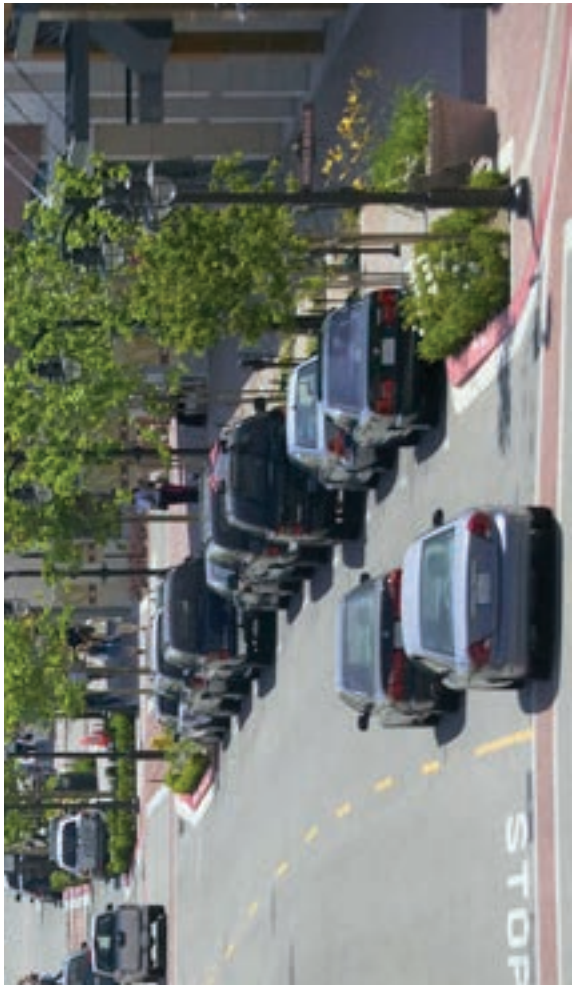


In many areas of Lake Elmo, parallel parking spaces are not striped into separate stalls but combined into a parallel parking zone and drivers are free to use the parallel parking lane as needed. Because the length of spaces is not delineated, car spaces will vary. This can create challenges for streetscape design given the interrelationship between parking and sidewalk components like trees and lights.

Dimensions may vary, but only slightly: an 8’ wide by 22’ long parking space provides good room for maneuvering. Parking stalls that are at the ends of the block can be down-sized to 8’ wide by 17’-20’ long. Parking stalls at the end of the block are also useful for rear or side-lift van accessible parking, where additional space is often beneficial.

Parking stalls can affect the overall streetscape layout due to the influence of passenger doors opening into the sidewalk and roadway areas. Passenger doors of parked vehicles open outward over the curb and into the adjacent sidewalk.

Door sweeps (minimum 24”) should be accommodated in the placement and arrangement of streetscape components in the pedestrian area. Placing components in this area can restrict or limit the opening of passenger side doors, causing damage to both the doors and to the streetscape components and can restrict accessibility.



CORNER TREATMENTS

More streetscape components are concentrated at corners than anywhere else in the streetscape. Corner treatments are a design challenge or opportunity for streetscape elements to overlap:

- Light poles and control boxes
- Traffic signal poles, lights and control boxes
- Pedestrian signal poles (when required)
- Regulatory signage
- Wayfinding signage
- Curb ramps
- Trash receptacles and seating
- Planters and landscaping

In the middle of this pedestrians gather to make decisions on direction. Pedestrians waiting to cross in one direction must make way for pedestrians entering the corner from the other direction.

To highlight the importance of these areas, streetscape treatments may be upgraded at corners, including the use of special pavements, seating, lighting, and other street furniture components in Lake Elmo. These components need to be carefully integrated with the other elements–lighting, traffic control devices, and regulatory signage in order to not add to the visual and physical clutter.

Streetscape treatments can extend to building corners, window corners, other logical building breaks, or alleys. The goal is to end the streetscape in a way that blends within the context of the Lake Elmo neighborhood and its immediate surroundings.

CURB BUMP-OUTS

As a variation on standard corner treatments, bump-outs create additional pedestrian space in place of vehicular surfaces. Bump-outs can be used at intersections on side streets or at the middle of the block. A typical bump-out is 7' wide by 20'-30' long. A bump-out can provide the following advantages:

- It shortens the distance that a pedestrian must travel to cross a street. Pedestrians will feel safer in these expanded pedestrian zones.
- It increases the sight distance between motorist and pedestrians crossing the street.
- It creates additional pedestrian space that can be used for amenities, and landscape treatments.

In addition, bump-outs need to be carefully coordinated with the various City of Lake Elmo departments especially those departments responsible for maintenance and snow removal. A few slight design changes can make maintenance, such as street sweeping or snow-removal, easier and more effective.

Note: As with all streetscape plantings and larger streetscape components, a clear sightline from 2.5' to 6' should be maintained so pedestrians and storefront windows are visible from the street. Curb bump-outs are also generally not used at signalized intersections because they prevent right-on-red turns from the parking lane.

Bump-outs should have green spaces included where possible. These greenspaces should be enclosed with curbing that protects the plantings from pedestrian damage and increase snow removal awareness of the location of bump-outs. These raised planting curbs should be set back from the street curb to allow for snow storage.



CROSSWALKS

Crosswalks are where pedestrians are legally allowed to cross city streets. The Minnesota State Manual on Uniform Traffic Control Devices provides guidelines for marked crosswalks, as well as standards and guidelines for crossing improvements. This document should be used in combination with professional judgment and specific traffic engineering analysis on a case-by-case basis when designing crosswalks. Pedestrians have the right to cross the street in the safest way possible, and crosswalks should be designed accordingly (Source: "Guide for the Planning, Design, and Operation of Pedestrian Facilities, AASHTO Draft August 17, 2001).

At intersections in Lake Elmo, crosswalks should be defined as an extension of a designated walkway or pedestrian pathway across an intersection, whether marked or not. Marked crosswalks can consist of two white parallel lines perpendicular to the direction of traffic or with multiple lines parallel to traffic flow. Crosswalks vary in width and should align with the edge of the right-of-way (usually the property line) and a line extended from 2' back of the curb face.

Typically crosswalks are 6'-10' wide and should merge at the corners of the intersection, where there is a double or single curb cut that aligns with the crosswalk. In special situations where it is common to have crowds, the crosswalk sizes can be increased to accommodate large numbers of pedestrians. Crosswalks can become an important component in the Lake Elmo streetscape environment by physically and visually linking opposite sides of the street.





Streetscape Components

5

STREETSCAPE COMPONENTS

In order to develop a complete streetscape image in the public realm, standardization of street furniture is required. Special consideration must be given to the appropriateness of all street furniture. While most street furniture is optional, and considered an improvement, too many components or an incorrectly located component may be a detriment to the streetscape. The primary goal of street furniture is to add functional and aesthetic enhancement without creating visual clutter. Street furniture items identified for Lake Elmo include the following:

- Lighting
- Landscape
- Planters
- Benches
- Trash receptacles
- Bike Racks
- Bollards
- Signage



LIGHTING

The primary purpose of street lights are to provide nighttime visibility, whether it is for the pedestrian or the car. The need to light the streets for cars is for safety, however, lighting can be used to emphasize the pedestrian focus of the downtown especially in the low light winter months.

- Lighting should create an identity Lake Elmo development and/or special areas.
- Lighting should promote a unique character for the streets in the commercial district, through the design style of the light poles, bases, fixtures, and attachments.
- Street and/or pedestrian light poles should be aligned with and centered between street trees.
- The lights should be designed to incorporate elements to reduce glare and direct light down and away from adjoining private property.
- Lighting can greatly influence the perception of safety as well as the character and the use of a particular area. Safely lighting both the street and sidewalk are important goals.

The first objective in lighting downtown Lake Elmo is to evenly light travel lanes with the minimum lighting required by the by local ordinance. Pedestrian walks should then be provided with pools of light at a higher level of lighting than the road surface. Lighting from storefront displays can be used as a supplement to pedestrian-scale pole lighting to provide pedestrian lighting.

Streets should not be lit to the point that building interiors are negatively affected. Pole height, luminaire type, and luminaire power will all affect light levels in buildings. Lighting should provide a safe and secure environment for motorists, bicyclists, and pedestrians.

Lighting can serve many purposes beyond street poles:

- Architectural - The unique architectural details on the downtown buildings can be highlighted with up lighting.
- Retail Display - Storefronts and restaurants can bring attention to their retail displays through lighting.
- Landscaping can be enjoyed at night when it is well lit.
- Creating a 24 hour environment. If we want people to feel safe in the downtown at all times, proper light is necessary.

All three areas of the streetscape and public realm, roadway, sidewalk, and parking, must be properly lit. One of the goals is to move overhead wires in the downtown of Lake Elmo to underground service. This change will remove from the landscape the mass of overhead wires that often defines the City street.

When designing a streetscape lighting in Lake Elmo, photometric studies should be performed in order to determine the appropriate height, wattage, and spacing of each light within a streetscape project area.

Two distinct styles of streetlights will be used throughout downtown Lake Elmo: vehicular and pedestrian streetlights.

VEHICULAR LIGHTING

Vehicular light should be designed to provide illumination over large areas of the right-of-way as efficiently as possible. Vehicular lighting varies in height but is usually about 25-30' in height and has high wattage luminaires. Lights should have a full cut off or semi-cut off fixture. This means that they direct the light down onto the roadway and sidewalk, instead of up or out. This saves electricity and helps maintain "dark skies."

These types of lights also reduce glare and increase driver visibility. The light for roadways should distribute light in an oval pattern along the length of the street. This concentrates light on the right-of-way where it is needed, as opposed to the building facades, and allows for greater spacing of fixtures, thereby reducing costs.

The light that will be used in Lake Elmo is a historic style downlight fixture by Sternberg Lighting model 1914 LED Libertyville Series. The light fixture will be powder coated black. The pole will be a historic style by Sternberg Lighting model 7700 Birmingham Series. The pole is constructed of cast aluminum and powder coated black. Various decoration and options are available and can be selected prior to installation.

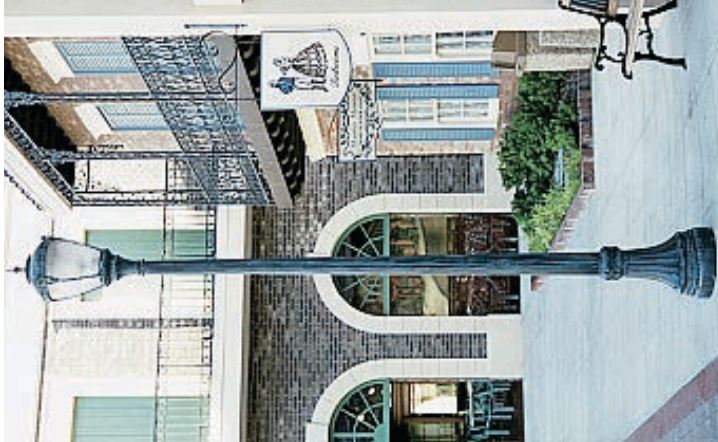


PEDESTRIAN LIGHTING

Almost as important as vehicular lighting is pedestrian lighting. While pole lights illuminate both the vehicular and sidewalk zones to required levels, they often don't provide the "face-to-face" lighting pedestrians prefer. Face-to-face lighting refers to an illumination level that enables a pedestrian to comfortably see the features of oncoming pedestrians and provides a sense of safety. The poles are approximately 16' in height. Since the pole is shorter and is not a cut-off or a semi-cut-off fixture, it can produce glare. For this reason a lower wattage lamp should be used.

The Single Acorn fixture is usually staggered in between the taller vehicular pole. Since it throws light up and out, it is not recommended where there are many second story residential units.

The light that will be used in Lake Elmo is a historic style caged acorn by Sternberg Lighting model A880SR LED Town Square Series. The light fixture will be powder coated black. The pole will be a historic style by Sternberg Lighting model 7700 Birmingham Series. The pole is constructed of cast aluminum and powder coated black. Various decoration and options are available and can be selected prior to installation.



LIGHTING ENHANCEMENTS

Light poles can also be used to provide other streetscape amenities, including:

- **Hanging Baskets.** The poles can be equipped with a special bracket that will support hanging baskets for additional landscape opportunities.
- **Banners and Permanent Community Identifiers.** Poles can accommodate banners or permanent Lake Elmo community identifiers.
- **Holiday Lighting.** Outlets for holiday lighting can be provided on the poles.

Due to concern about the effects holiday lights have on the trees if they remain year round, holiday lighting on trees is only allowed from November 15 to March 15. After March 15 the lights should be removed.

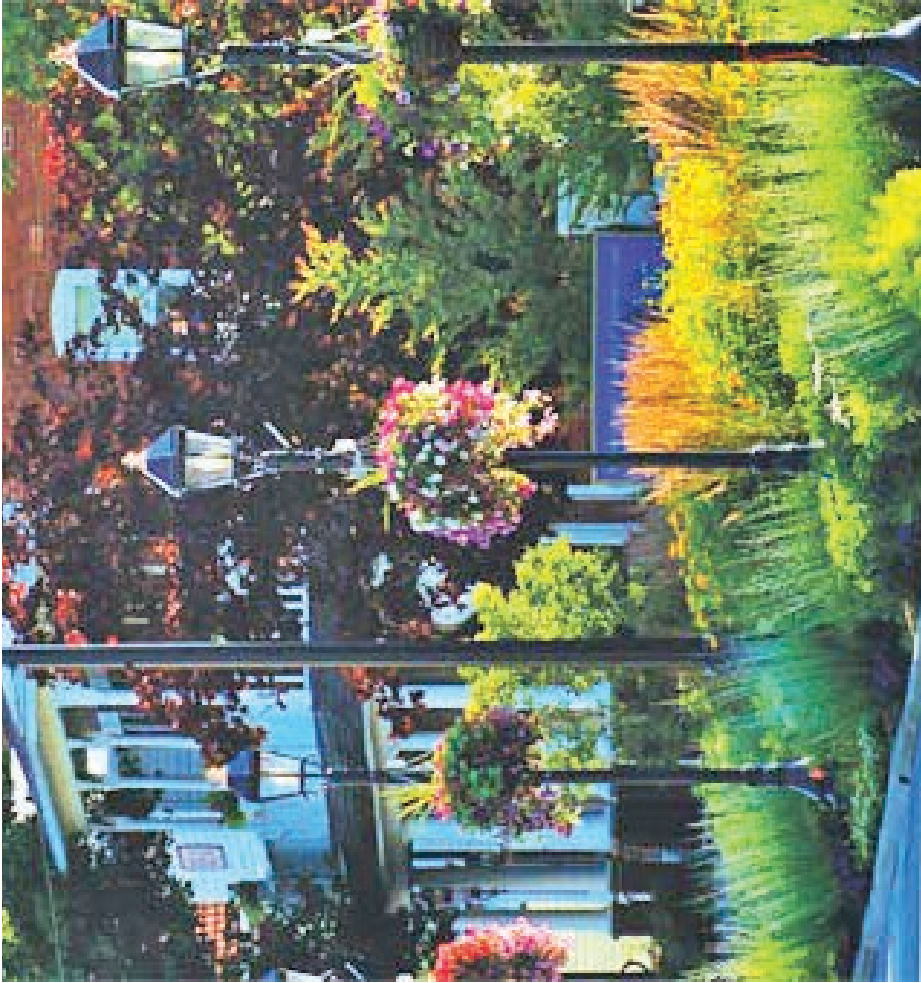


TREE & PLANT MATERIALS

Landscape adds four-season color, interest, and texture to the public realm. The goal is to develop the public landscape to provide a better quality of life for Lake Elmo and visitors. It is important to consider a variety of items to ensure a successful landscape.

The intent of the landscape should be a priority of the design process. What is this landscape intended to do? Whether the intent is to control traffic, screen or enhance views, provide a background for an adjacent use, or just to soften the existing streetscape, the intended use and its desired effect should be considered in the choice of what is eventually implemented.

Plant heights can vary and should be considered to ensure safety and security in the streetscape. Some hybrid varieties have been developed over the years to create a wide range of size, color, and texture choices for the streetscape designer.



COLOR IN THE LANDSCAPE

Color is probably the most striking design feature of the landscape. It can draw attention to a single plant or a mass of plants. It can create an atmosphere of warmth or a cooling effect.

Color should be used carefully in the layout of the landscape. Light and cool colors (blues and greens) represent a calm, thoughtful landscape. These colors also appear farther away, or recede from the viewer. Bright and warm colors (reds, yellows, oranges) excite people and may guide the viewer through a landscape. These colors appear nearer to, or to advance toward, the viewer.



MAINTENANCE OF PLANT MATERIALS

Maintenance should also be considered in the choice of plant materials. A maintenance free landscape does not exist; all landscapes, even those labeled as low maintenance require a degree of attention to tend to the needs of live plant materials including:

- spring cleanup of prior season's growth
- removal of refuse blown into planting beds
- replacement of damaged or dead plant materials
- periodic tending to plant installations including weeding, pruning and similar activities

Streetscapes are some of the harshest environments in which to expect plant materials to survive and given the need to keep streets clear of snow and ice in winter, plant material with a high salt tolerance should be used. Lake Elmo should maintain a list of plant materials that have been successfully used in various projects. Adding to this list can be done yearly and by contact with local contractors and nurseries.

The availability of water and the presence of underdrainage can help in ensuring the long-term survivability of plantings. Water - manually applied or via an irrigation system – is often used to help flush out any salts that may accumulate over the winter snow events in early spring and supplement during drought events in the summer. The drainage systems help carry this water away to keep the salts from accumulating in the lower soil layers.

MAINTENANCE OF PLANT MATERIALS CONT.

Although it is still recommended that salt tolerant plants be used in this environment, other design features can be incorporated into the public realm to help ensure the survivability of plants in the streetscape. One method is to use raised curbs around trees, raised planter beds, and separations between planter beds and parked cars (approximately two feet), can be used to increase the distance of the plants from the road.

Providing the proper planting soils in planted areas is very important. Standard topsoil should not be used alone; it must be augmented with materials to increase the drainage characteristics of the soils. One recommended soil mix may include the following:

- 50% topsoil (by volume)
- 30-40% sand (by volume)
- 10-20% organic mulch (by volume)

Mulch should also be used after plant installations; hardwood bark mulch for trees and shrubs and a finer material for perennials helps maintain soil moisture.



In combination with proper planting soils, proper drainage can help ensure good plant growth. In areas of the city where soils drain freely, providing extra drainage systems is not necessary. Where subsoils do not drain freely and water will accumulate in planters or tree pits, removing the water with underdrains is critical to plant survival. Underdrains can be constructed of either perforated polyethylene or PVC pipe and connected to the storm sewer system. One of the most important aspects of landscape maintenance is the availability of water to supplement natural precipitation.

Irrigation can be either by automatic irrigation or hand watering. Automatic irrigation consists of underground piping connected to pop-up sprinklers or drip lines located in the planters. These systems are maintained by Lake Elmo and perform automatically, usually at night. The hand watering method uses quick-couplers with hose bibs. A standard garden hose can be attached to these for manual watering of the planters.

The hose bib is a separate piece that is easily installed and removed to prevent undesired use. Although the City of Lake Elmo maintains the piping, the hose bib may be kept with the Business District or members of the community who may help with responsibility for maintenance.



TREE SETBACKS AT INTERSECTIONS

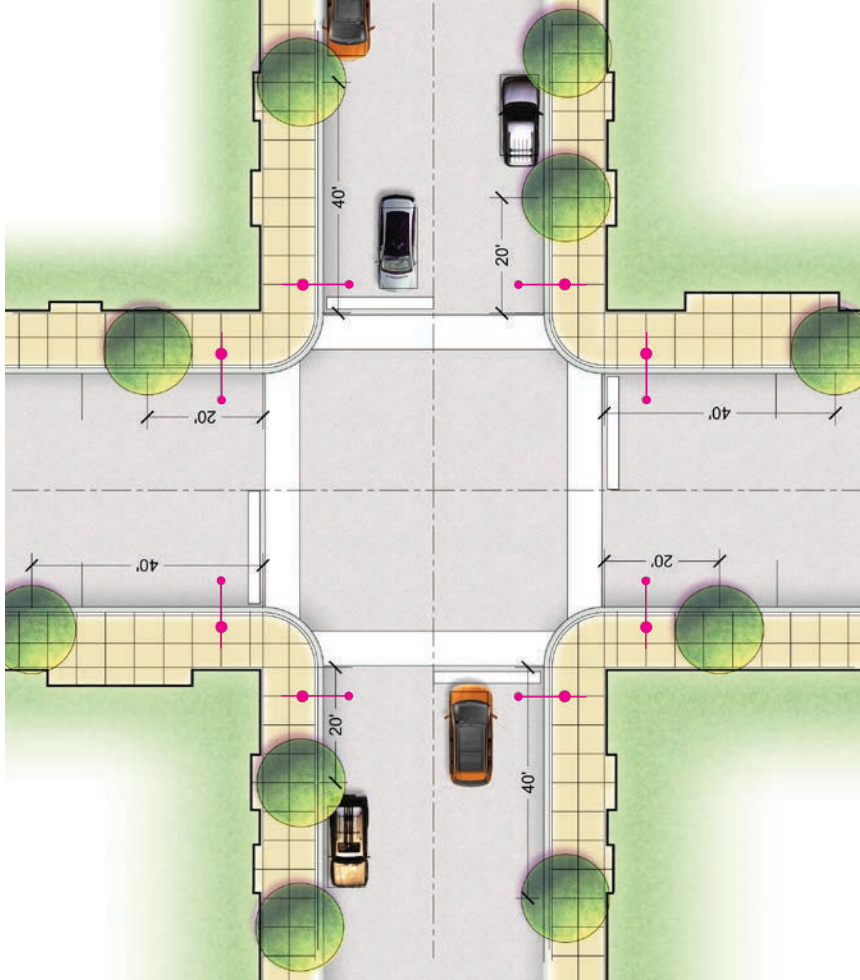
Given the need for illumination of the roadways and sidewalks at night, the lighting elements generally take precedence over trees in establishing the initial framework for the public realm.

At intersections, there are a couple of clearance requirements depending on the traffic direction:

- Near-side clearance - 40 feet from property line
- Far-side clearance - 20 feet from property line.

This helps to ensure that trees are not planted where views to traffic signs and signals are blocked. Intersections are where pedestrian conflicts with traffic most often occur. Pedestrians use this space to make decisions on crossing the street, changing direction of travel, avoiding traffic and other related activities.

At light pole locations, a 20-foot tree clearance from street light poles should be respected. This is to help ensure that trees do not interfere with light distribution patterns.



PLANTERS

Streetscape planters come in a wide range of styles and sizes. When placing planters, it is important to consider pedestrian movement. In Lake Elmo, areas with high pedestrian traffic should have a more accessible passage space greater than the 32” minimum required by law. In addition to freestanding planters, light standards and other street amenities must comply with this movement requirement.

Free-standing planters come in a variety of sizes and shapes and can be wood, precast concrete or a synthetic material, such as glass fiber reinforced concrete (GFRC). The planters for Lake Elmo are placed above ground and rest on the sidewalk, adding color and texture in tight areas or where underground conditions prevent in-ground planters from being installed.

Caution shall be taken to maintain the accessible route when placing free-standing planters. Care should be taken during installation to keep planters level. Planters may be decorated for interest in all seasons, such as pine boughs for winter and forced bulbs for spring.



HANGING BASKETS

Hanging baskets add interest and color to a streetscape and are a way to introduce plant materials when there is limited space for trees or planters. Hanging baskets are desirable in retail districts, main streets, and neighborhood shopping districts with an intimate scale.

Hanging baskets can be purchased and installed by the City of Lake Elmo, with sponsoring organizations conducting ongoing maintenance responsibility. Both free-standing planters and hanging baskets require constant maintenance and frequent watering. The ability of the community stakeholders or Business District to maintain these elements is a critical factor in the decision to include them in the streetscape design.





6 Street Furniture

STREET FURNITURE

Street furniture includes those components that pedestrians, motorists and bicyclists need in the streetscape including benches, trash receptacles, bicycle racks and other accessory components. Long term durability and ease of maintenance is of primary concern. Fitting the overall theme and character identified for Lake Elmo and keeping in mind the following streetscape components have been identified.

BENCHES - Melville by Landscape Forms

The public realm is like an “outdoor room” in many ways. Benches and other street furniture were carefully selected for comfort of the user and still stand up to extreme weather and everyday use.

A number of considerations were used in the selection of benches:

- Style: timeless style that can span many periods and architectural styles
- Materials: cast aluminum with a durable powdercoated finish and a wood seat
- Backs and armrests for comfort; intermediate armrests on long benches
- Construction to provide for water drainage and to discourage skateboard grinding

For new Lake Elmo streetscape projects a standard bench with several variations for use in the public realm is the Landscape Forms Melville Bench in cast aluminum, with wood seat. The bench is timeless and works well in nearly every situation. These benches were selected for their exceptional strength and durability under the most extreme environmental conditions and their vandal-proof protection against destruction and defacing.



TRASH RECEPTACLES - Poe by Landscape Forms

Like benches, trash receptacles need to be considered carefully for two different users: pedestrians and maintenance personnel. The standard trash receptacle has the following characteristics:

- heavy duty cast aluminum and iron
- high quality powder coat finish
- 34-gallon capacity
- surface mount
- side opening or top opening

This trash receptacle has a 34-gallon capacity with an interior pull out liner. It is fabricated from iron and aluminum with a powdercoated finish.



BICYCLE RACKS- Emerson by Landscape Forms

Encouraging bicycle traffic begins with providing safe corridors to bicycle riders and proper places where bicycles can be secured against theft. This bicycle rack is surface mounted to the sidewalk pavement. These racks should be ganged together in groups of three or more, parallel to each other about 24-30 inches apart. The bicycle racks are fabricated from cast aluminum finished in a high quality powdercoat and are approximately 20 inches across and 30 inches high after mounting.



BOLLARDS - Historic style cast or aluminum

Bollards are simple streetscape elements that have two primary functions:

- to separate areas without creating full barriers like fencing
- to protect high-value elements from deliberate or accidental vehicle collision damage

Heavier duty cast decorative bollard is desirable in the streetscape and many light pole manufacturers offer bollards as companion pieces to the light pole, or standard components in a complementary “kit of parts.”

In the Lake Elmo Downtown, a cast bollard element should be employed in the streetscape. This bollard design is reserved for this particular district.



FENCES

There are three types of fence options identified for use in the Lake Elmo

Streetscape:

- white picket style 4’ ornamental fence
- white post and rail style horse fence
- ornamental 4’ metal fence

The white picket fence will be used in the residential properties located in the downtown area and accented with seasonal planting. The fence should be constructed of wood and painted white, if acceptable to the planning committee a pvc style fence may be used as well to limit long term maintenance.

Then ornamental metal fence is an option for the downtown business district to keep in character with the historic style of the site furnishings and light poles. This too can be accented with seasonal planting.

The white post and rail fence would be used in gateway applications and along major commercial and residential districts.



SIGNAGE

Signage within the public realm brings a unique identity to a neighborhood or commercial district. This character can be drawn from many different sources: cultural ethnicity, architectural styles or elements, special cultural or historic institutions, or the general historical background of a community.

- Signage can be used repeatedly in a variety of forms throughout Lake Elmo, such as:
- Large, single-use elements placed at entry areas, such as gateways
 - Two flanking elements, columns or markers placed on either side of the street, typically located on the sidewalk
 - Smaller, repetitive elements such as fabric banners or permanent pole identifiers
 - Directional or informational signage
 - Custom streetscape components or modifications to standard streetscape components to include identity elements, such as medallions placed on furnishings or unique finishes and colors.

The support poles for all Lake Elmo signage will reflect the character represented in the historic lighting identified earlier in.

“Gateways” and Area Markers: An area marker or gateway is generally a large sculptural sign placed at a community entry point or at either end of a streetscape or along a streetscape. These elements serve the purpose of marking the entrance ways and throughways into the commercial/retail district

Kiosks: The purpose of a kiosk is to present information about both the commercial/ retail area, as well as map points of interest and highlight local events taking place within the area. The kiosk may present permanent information or include a case that allows change-out of information.

Banners and Pole Identifiers: Banners can be rectangular metal, vinyl, or treated fabric signs that are mounted in flag fashion on one or two sides of the light standards along a streetscape. Although banners can be changed seasonally or for special events, both pole identifiers and banners can represent the unique character of a community group, its individual identities, or commercial members.

Informational or Directional Signage: Signs are made of metal, that is mounted on one or two sides of the light standards along a streetscape or on specific sign poles. Informational and directional signage can represent the unique character of a community through the use of color, specific font or an image.

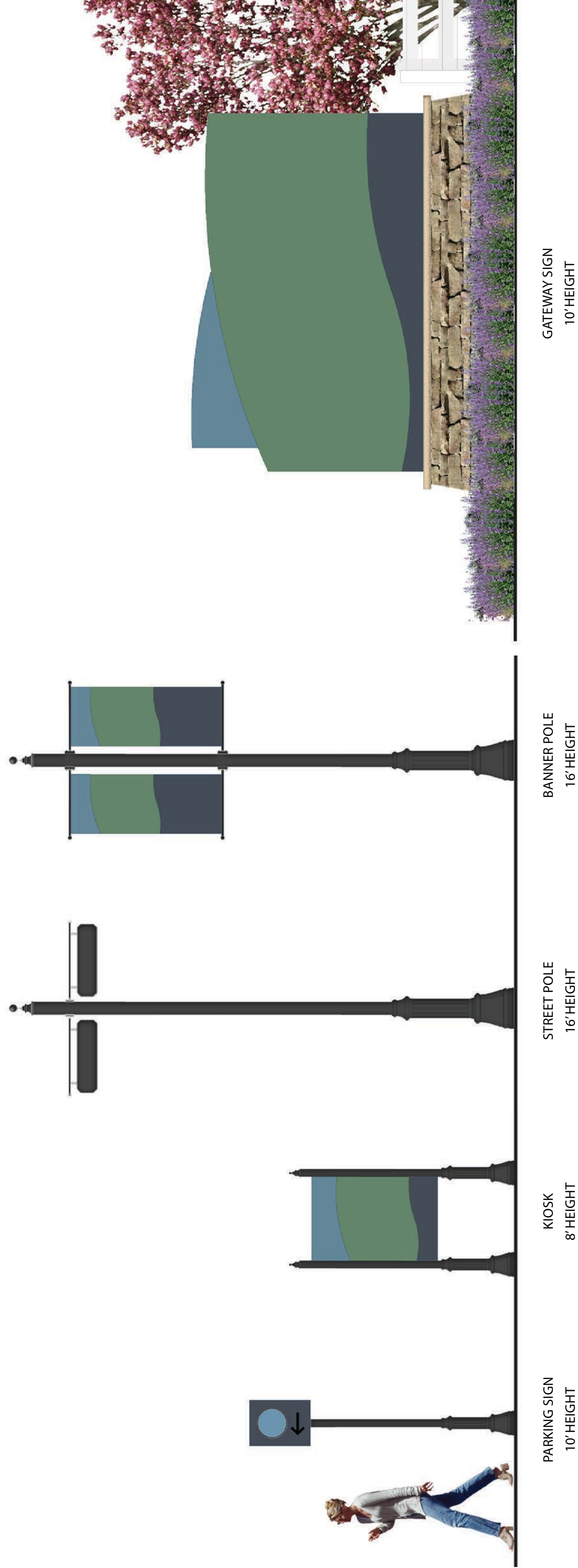
Public Art: Public art is another way that Lake Elmo can distinguish itself in the public realm. Care should be taken when designing a streetscape, to create opportunities for both temporary and permanent public art. Public art may complement the history or culture of the area, or create a new experience or interest.

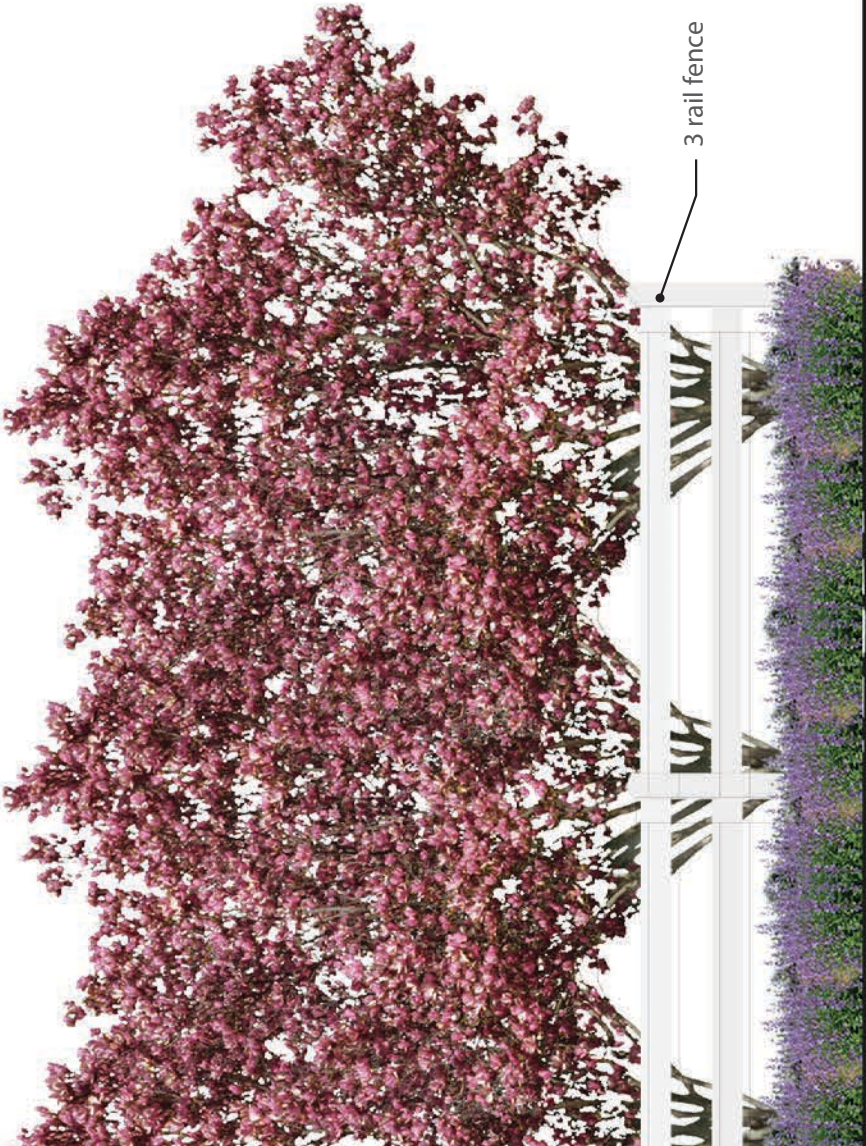
- Public art can be designed as part of but not limited to:
- Benches and other forms of seating
 - Walls or borders (murals, ghost signs, lettering, insets)
 - “Kit of parts” streetscape components such as tree grates
 - Planters and other methods of “greening”
 - Landscape enhancements, both natural and hardscape
 - Lighting



SIGNAGE - KIT OF PARTS

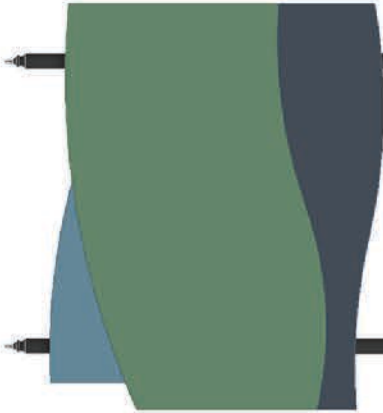
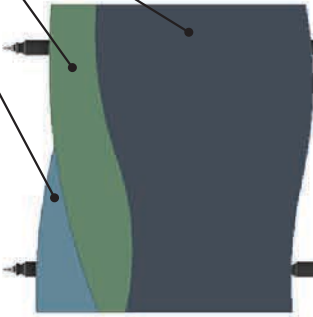
The signage kit of parts reflects the theme and character identified for the Lake Elmo community which reflects a rural/historic context. The elements of sky, land, and water bring color and the essence of the rural context to the signage. The historic posts symbolize the ideas of community and settlement in the Lake Elmo area.





3 rail fence

sky
land
water



LARGE LANDMARK
LOCATION SIGN

LANDMARK
DIRECTIONAL
SIGN

SECONDARY
ENTRY SIGN

ENTRY SIGN

PRIVATE STREETSCAPE COMPONENTS

As outdoor dining continues to become more popular, many restaurants are bringing dining areas into the streetscape. The use of privately-owned fences that surround the outdoor dining areas contain the activity and help define the public realm.

The challenge in these private streetscape areas is to balance the needs of the public using the sidewalk with the desire to stimulate and encourage outdoor activities that bring in business.

Finding the balance can be a difficult task. Each location is unique and will have different pedestrian movements and volumes as well as physical constraints and limitations. Providing a clear, unobstructed pathway is a critical component of any sidewalk cafe. In areas with high pedestrian volumes, this minimum width should be approximately 6 feet. This would allow two approaching pedestrians to pass each other. In areas where there is lighter pedestrian volumes, that minimum width may be able to be reduced to 4 to 5 feet. Where sidewalk cafes are long, a wider width could be more comfortable.

The structures that define the outdoor dining areas should be consistent throughout the downtown to create a uniform downtown character and provide similar layout opportunities.





7 Implementation

IMPLEMENTATION PLAN

The following pages are examples of how some of the major streetscape elements can be combined. Given the potential number of possible combinations, the following examples are a very small sampling of the potential streetscape design possibilities. When developing new concepts for actual streetscapes, designers and engineers must consider all of the existing conditions and characteristics when developing concepts for a specific project. A thorough inventory and analysis of the existing conditions is a critical task at the beginning of any streetscape design project.

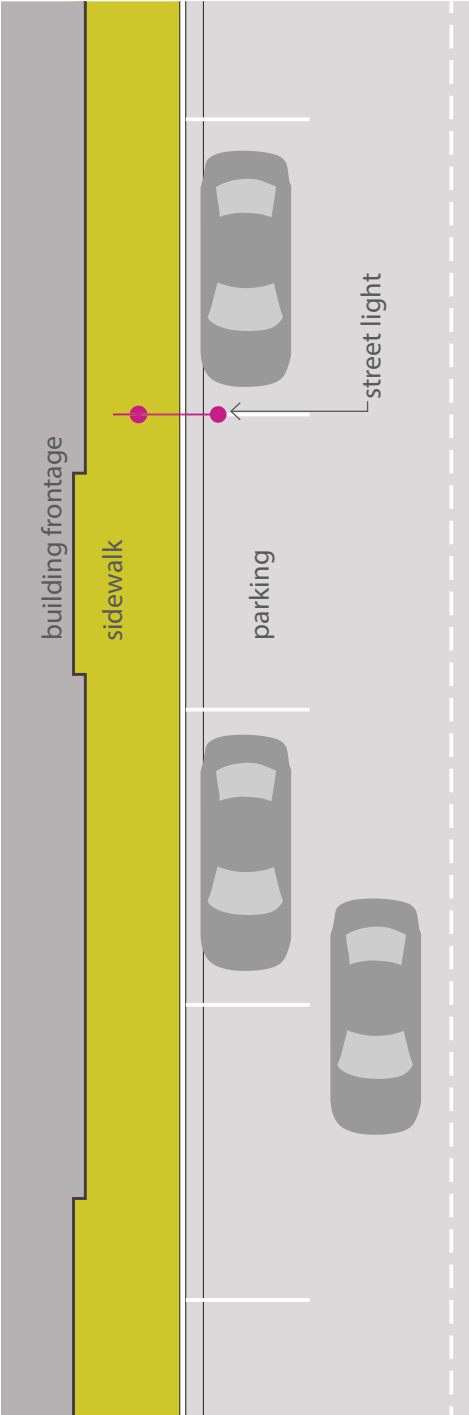




SIDEWALKS

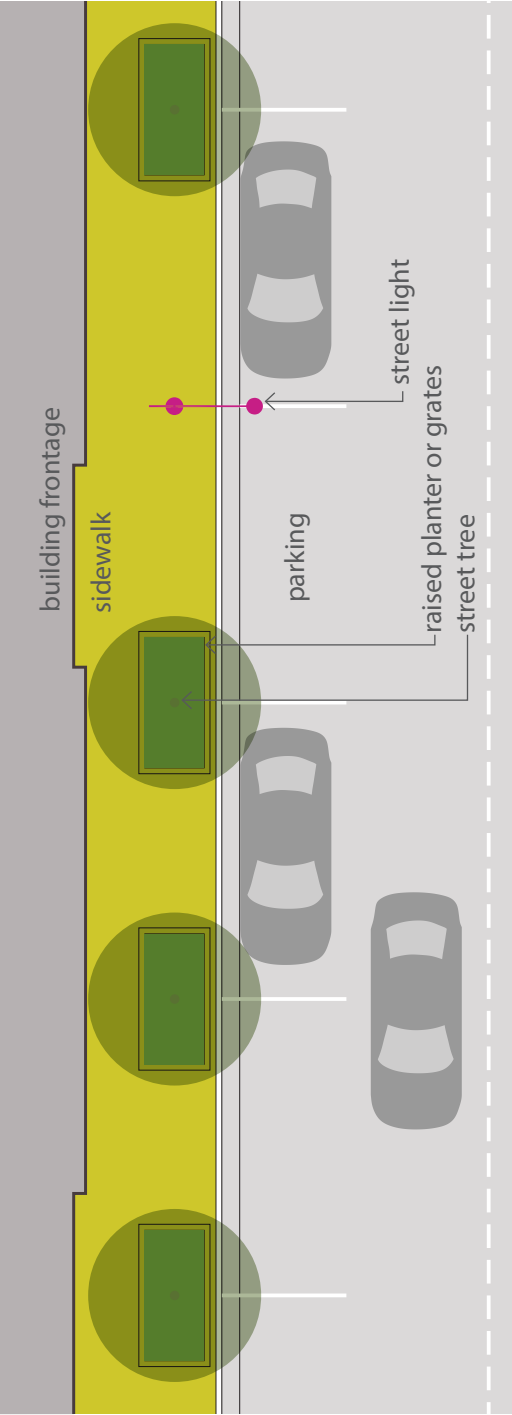
SIDEWALKS LESS THAN 9 FEET

In the most basic of all of the concepts, the streetscape is very narrow and simply created with standard finish concrete sidewalk. The narrow width limits installing street trees as the canopies will interfere with store fronts. In streetscapes with this width, it is often advantageous to take advantage of abutting properties to provide landscape components. Parking lots and open spaces that abut the streetscape can often be utilized to provide some sense of landscape in these situations.



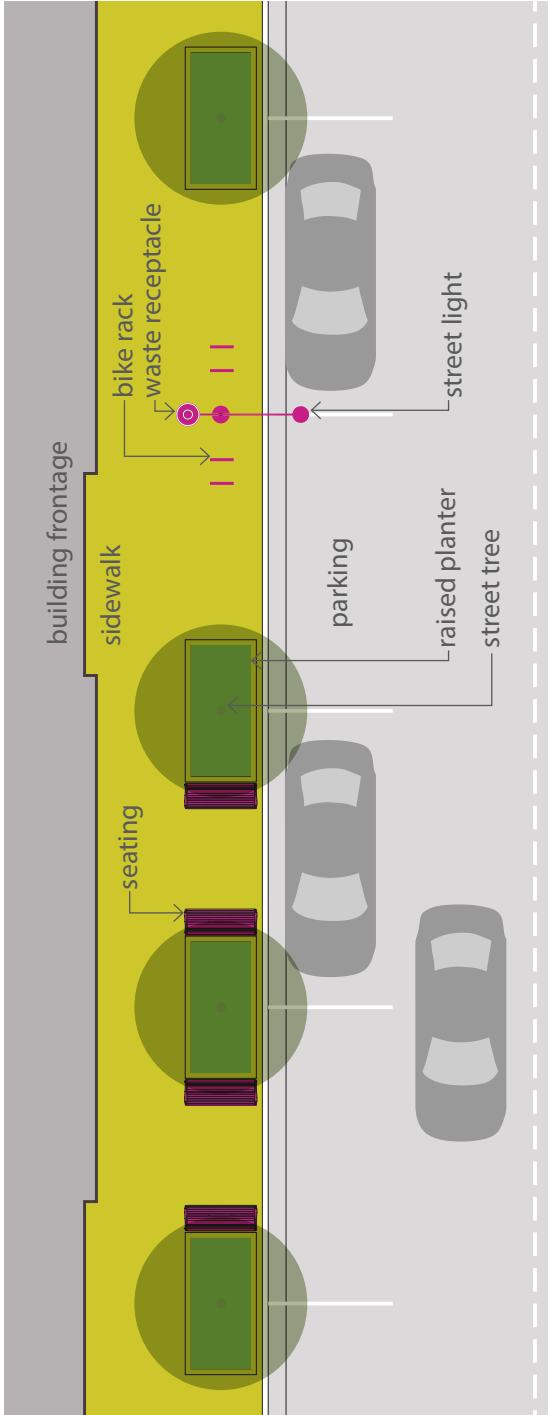
SIDEWALKS 9 TO 12 FEET

In this mid-range sidewalk concept, street trees are introduced. These trees are planted in curbed planters with landscape plantings in the tree pits. These tree pits could be expanded somewhat lengthwise depending on the amount of space available.



SIDEWALKS GREATER THAN 12 FEET

In the wider sidewalks, the landscape areas can be expanded to include raised planters with trees, shrubs, perennials and groundcovers. Benches can be included in spaces between the planters. Bicycle racks can be included in the wider areas around light poles. In this concept, the raised planters are set 18 inches back from the face of curb. This helps to accommodate car doors swings and movement along the curb.



IMPLEMENTATION OF COMPONENTS IN DOWNTOWN DRAINAGE WAY & TRAIL

The kit of parts provides an important tool box for the City of Lake Elmo to use as public realm improvement projects present themselves. The drainage way and trail that extends from Highway 5 to Lake Elmo Avenue presents one such opportunity. The illustration below depicts the existing conditions and a proposed image that incorporates elements of the kit of parts, like signage, seating, landscaping and fencing to present a positive visual image and one that is uniquely representative of Lake Elmo.

existing view

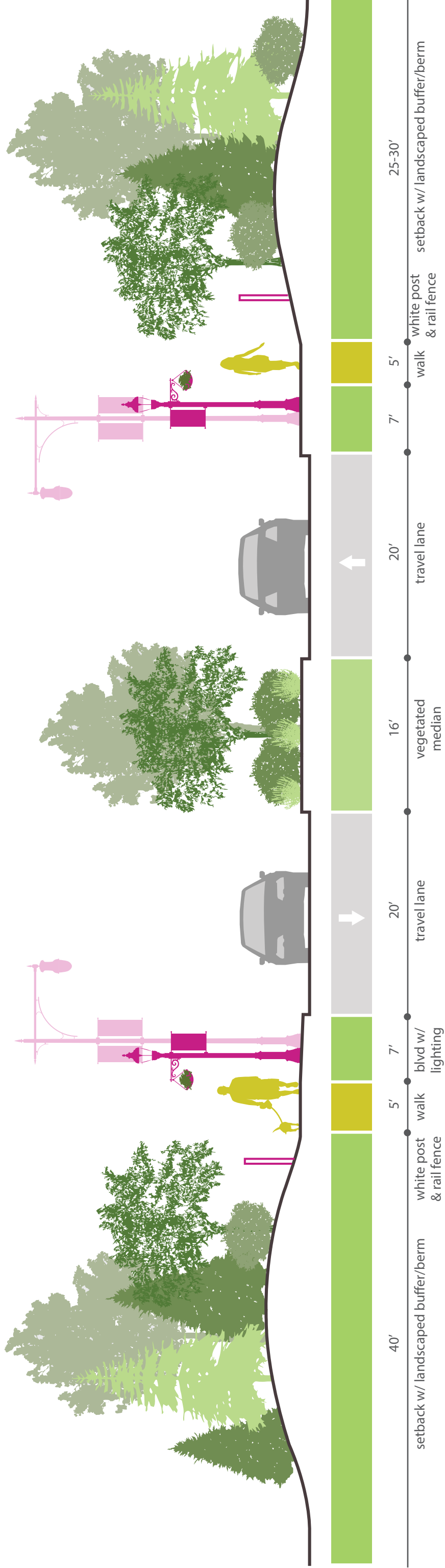


view with streetscape amenities - seating, pedestrian lighting, signage, and vegetation



IMPLEMENTATION OF STREETSCAPE COMPONENTS IN DEVELOPMENT ALONG I-94

The proposed parkway, streets and public areas of potential new development along the I-94 corridor creates an opportunity to integrate elements of the Kit of Parts. The illustration below depicts how a proposed parkway can integrate fencing, landscaping and signage that expands the 'Brand' identity of Lake Elmo and helps new development integrate with the desired aesthetic.



GATEWAYS

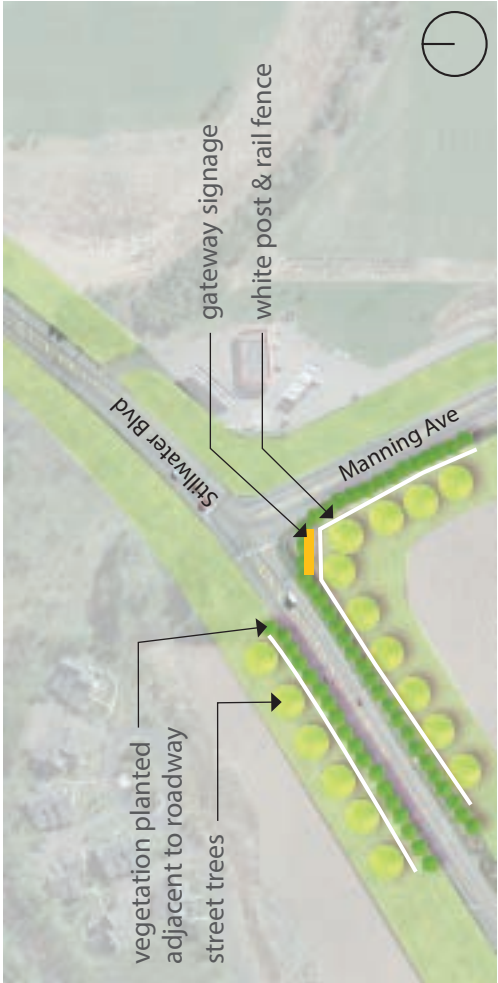
Inwood Avenue North at Interstate 94



Woodbury Drive at Interstate 94



Stillwater Boulevard at Manning Avenue



ROUNDABOUT - STILLWATER BOULEVARD AT 34TH STREET





MAYOR AND COUNCIL COMMUNICATION

DATE: 5/07/2013

REGULAR

ITEM #: 11

AGENDA ITEM: Adoption of the 2006 International Property Maintenance Code

SUBMITTED BY: Rick Chase, Building Official

THROUGH: Dean Zuleger, City administrator

REVIEWED BY: Kyle Klatt, Planning Director
Nick Johnson, City Planner

SUGGESTED ORDER OF BUSINESS:

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

SUMMARY AND ACTION REQUESTED:

The purpose of the property maintenance code is to enhance the supply of safe, sanitary and adequate property for its citizens and to prevent the deterioration of existing property in Lake Elmo.

Staff recommends the City Council adopt the 2006 International Property Maintenance Code as amended through the following motion:

“Move to approve Ordinance 08-075, thereby adopting the 2006 International Property Maintenance Code as amended”.

BACKGROUND AND STAFF REPORT:

The International Property Maintenance Code is a common adoption in surrounding cities. The property maintenance code is intended to provide minimum standards, addressing public health, safety, and welfare as they relate to the use and maintenance of existing structures and premises. It is intended to protect property values, as well as prevent or address the occurrence of nuisance related to property maintenance. Staff is recommending that the Council adopt the 2006 code,

with some minor alterations, in order to create a streamlined process to address instances of nuisance in Lake Elmo. The minor alterations to the code are outlined in Ordinance 08-075.

RECOMMENDATION:

Staff recommends the City Council adopt the 2006 International Property Maintenance Code through the following motion:

“Move to approve Ordinance 08-075, thereby adopting the 2006 International Property Maintenance Code as amended.”

ATTACHMENT(S):

1. Ordinance 08-075

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

ORDINANCE NO. 08-075

**AN ORDINANCE AMENDING THE LAKE ELMO CITY CODE OF ORDINANCES BY
ADOPTING THE 2006 EDITION OF THE INTERNATIONAL PROPERTY MAINTENANCE
CODE AS AMENDED.**

SECTION 1. The City Council of the City of Lake Elmo hereby amends Chapter 150: General Provisions, by adding the following language:

§150.900 The City of lake Elmo does hereby adopt, by reference, the year 2006 edition of the International Property Maintenance Code, as hereinafter amended pursuant to this ordinance, as the Property Maintenance Code of the City of Lake Elmo.

§150.901 That the year 2006 edition of the International Property Maintenance Code adopted by this ordinance is hereby modified by deleting the following sections: 103.2, 103.3, 302.4, and sections 111.1 through 111.8.

§150.902 That the year 2006 edition of the International Property Maintenance Code adopted by this ordinance is hereby amended by modifying the following denominated sections thereof to read as hereinafter set forth:

Chapter 1

101.1 For the purpose of this article, these regulations shall be known as the Property Maintenance Code of the City of Lake Elmo, hereinafter referred to as this code.

102.3 Application of Other Codes. Repairs, additions or alterations to a structure, or changes of occupancy, shall be done in accordance with the procedures and provisions of the Minnesota State Building Code. Nothing in this code shall be construed to cancel, modify or set aside any of the provisions of the City of Lake Elmo Zoning Code.

103.1 Enforcement. Responsibility for enforcement of this code shall be vested in the City's Building Officials Office. The City's Building Official is hereby appointed as the code official for the purposes of this code and employees acting under his or her discretion and control shall be deemed to be deputy code officials.

103.5 Fees. The fees for activities and services performed by the department carrying out its responsibilities under this Code shall be determined by the City Council.

Chapter 3

304.14 Insect Screens. During the period from May 15 to October 31 every door window and other outside opening required for ventilation of habitable rooms, food preparation areas, food service areas or any areas where products to be included or utilized in food for human consumption are processed, manufactured, packaged or stored shall be supplied with approved tightly fitting screens of not less than 16 mesh per inch (16 mesh per 25 mm), and every screen door used for insect control shall have a self-closing device in good working condition.

Chapter 6

602.3 Heat Supply. Every owner and operator of any building who rents, leases or lets one or more dwelling units or sleeping units or sleeping units on terms, either expressed or implied, to furnish heat to the occupants thereof shall supply heat during the period from September 1 to May 31 to maintain a temperature of not less than 68 F (20 C) in all habitable rooms.

602.4 Occupiable Work Spaces. Indoor occupiable work spaces shall be supplied with heat during the period from September 1 to May 31 to maintain a temperature of 65 F (18 C) during the period the spaces are occupied.

Chapter 8

800 General References. Whenever this code refers to the International Building Code, the ICC Electrical Code, the International Fire Code, the International Mechanical Code, or the International Plumbing Code, such references shall be deemed to the comparable applicable Code as adopted by the State of Minnesota. Whenever this code shall refer to the International Zoning Code, such references shall be deemed to be Chapter 154 of the Lake Elmo City Code.

SECTION 2. Effective Date. This ordinance shall become effective immediately upon adoption and publication in the official newspaper of the City of Lake Elmo.

SECTION 3. Adoption Date. This Ordinance 08-075 was adopted on this seventh day of May 2013, by a vote of ____ Ayes and ____ Nays.

LAKE ELMO CITY COUNCIL

Mike Pearson, Mayor

ATTEST:

Adam Bell, City Clerk

This Ordinance 08-075 was published on the ____ day of _____, 2013.



MAYOR AND COUNCIL COMMUNICATION

DATE: 5/07/2013

REGULAR

ITEM #: 12

ORDINANCE

AGENDA ITEM: Adoption of Revised Zoning Map

SUBMITTED BY: Kyle Klatt, Director of Planning

THROUGH: Dean Zuleger, City Administrator

REVIEWED BY: Planning Commission
Nick Johnson, City Planner

SUGGESTED ORDER OF BUSINESS:

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

PUBLIC POLICY STATEMENT

The Lake Elmo Zoning Map must be updated to be in compliance with the recently adopted Comprehensive Plan amendment for the I-94 Corridor.

SUMMARY AND ACTION REQUESTED:

The City Council is being asked to adopt a revised Zoning Map for the City that incorporates the new Zoning Districts that have been approved as part of the Council's ongoing work to update the Zoning Ordinance. Consideration of the Zoning Map was previously tabled at the April 16th meeting. The proposed map incorporates all of the newly created zoning districts, but also leaves some of the existing categories in tact pending future amendments. Staff will be bringing forward further amendments to the Map once the Village Land Use Plan has been formally adopted by the City Council.

Staff recommends the City Council adopt a revised Zoning Map for the City of Lake Elmo and take the following action / with the following motion:

"Move to adopt Ordinance 08-076 amending Chapter 154 of the City Code by adopting a new official Zoning District Map"

BACKGROUND AND STAFF REPORT:

The Zoning Map serves as the key piece of the City's zoning regulations since it is the official document that designates the zoning district for any given property in the community. The zoning map also serves as the primary mechanism for implementing the Comprehensive Plan for the City, and this map is required to be consistent with the Comprehensive Plan in accordance with State Statutes. With the recent

adoption of the revised land use plan for the I-94 Corridor, Staff is recommending that the City Council consider revisions to the Zoning Map to align the map with the updated plan. In addition, the City has adopted several amendments to the Zoning Ordinance, including several new or amended zoning districts that should also be reflected on the map.

Because the City is working on incremental updates to the Zoning Ordinance (as opposed to a complete overhaul of the entire ordinance at one time), the Zoning Map will also need to be amended in stages as this work progresses. The next major update to the map will incorporate the Village Land Use Plan, at which point the remaining rural districts should also be revised to remain consistent with the updated Comprehensive Plan.

Please note that because some of the City's existing districts, including the GB – General Business District and R2 – Two Family Residential District have not yet been rescinded, these districts still are included on the Zoning Map. Should the City move forward with the Village Mixed Use Zoning, the GB district will no longer be used as a land use category either in the Zoning Ordinance or on the map. Staff is also still waiting to determine the most appropriate zoning for the existing R2 district until after the Village land use plan is adopted.

Additionally, Staff is still researching the most appropriate manner in which to zone the parcels that have been identified as “in-holding” parcels for the Lake Elmo Park Reserve. There are several parcels in the southwest portion of the park that are guided for park purposes, and that are planned for future acquisition by the County for the expansion of the park.

The other significant changes to the map as proposed are noted as follows:

- All existing holding zones have been eliminated from the map and replaced with the RT Rural Transition zoning district, with the exception of:
 - Three parcels immediately east of the Eagle Point Business Park that have been zoned C Commercial.
 - The Cimarron Manufactured Home Park, which has been zoned MDR (a manufactured home park is allowed as a conditional use in this zone).
 - The parcels that make up the Brookman Addition north of 39th Street in the Village and the parcels that comprise the old lumber yard along the railroad right-of-way. These parcels retain their GB zoning since they represent existing platted lots with the Village planning area.
 - The small commercial parcel within Cimarron at the intersection of 10th Street and Lake Elmo Avenue that is zoned CC Convenience Commercial.
- The R-1 Single Family Residential District is now called the RS – Rural Single Family District.
- A parcel at the intersection of 55th Street and Keats Avenue was zoned A Agriculture. Staff has previously found documentation that this parcel should be zoned RE Residential Estates similar to the other parcels in the Lake Elmo Vista Subdivision.
- The property east of Lake Jane that was at one time considered for a public works building has been changed back to RR Rural Residential.
- The property on which the Holiday gas station is located at the intersection of Highway 5 and Manning Avenue has been changed from HB Highway Business to CC Convenience Commercial.

- The Zoning Map now includes a revised municipal boundary that incorporates the northeast area detachment. The resulting parcel boundary includes a small parcel that retains the previous A Agriculture zoning in this area.
- Parcels that were zoned Limited Business have been changed to LC Neighborhood Office/Limited Commercial.
- The LDR, HDR, and VMX districts are listed as new districts, but do not yet show up on the map.

Staff is recommending that the zoning within the future sewer service areas be addressed at the time subdivisions or other developments are proposed. As an alternative, the City may elect to rezone parcels in conjunction with public projects that extend sewer and water services into these areas.

Staff will continue to revisit the Zoning Map as future text amendments are considered by the Council, and will also be bringing back further amendments to the map later this summer after the Village land use plan has been formally adopted by the City.

PLANNING COMMISSION REPORT:

The Planning Commission conducted a public hearing on the proposed Zoning Map amendment at its April 8, 2013 meeting. There were no public comments received concerning the map revisions, and the Commission unanimously recommended approval of the map as presented.

RECOMMENDATION:

Based upon the above background information, Staff report and Planning Commission recommendation, it is recommended that the City Council adopt the revised Zoning Map with the following motion:

“Move to adopt Ordinance 08-076 amending Chapter 154 of the City Code by adopting a new official Zoning District Map”

ATTACHMENT(S):

1. Ordinance 08-076
2. Exhibit “A” – Lake Elmo Zoning Map

CITY OF LAKE ELMO
COUNTY OF WASHINGTON
STATE OF MINNESOTA

ORDINANCE NO. 08-076

AN ORDINANCE AMENDING CHAPTER 154 OF THE LAKE ELMO CITY CODE OF
ORDINANCES BY ADOPTING A NEW OFFICIAL ZONING DISTRICT MAP

SECTION 1. The Zoning Map of the City of Lake Elmo established by the City Code, Section 154.351 is amended by deleting the existing Lake Elmo Zoning Map and adopting a new official Zoning Map which is attached and incorporated herein as Exhibit "A".

SECTION 2. Effective Date. This ordinance shall become effective immediately upon adoption and publication in the official newspaper of the City of Lake Elmo.

SECTION 3. Adoption Date. This Ordinance 08-076 was adopted on this seventh day of May 2013, by a vote of ____ Ayes and ____ Nays.

LAKE ELMO CITY COUNCIL

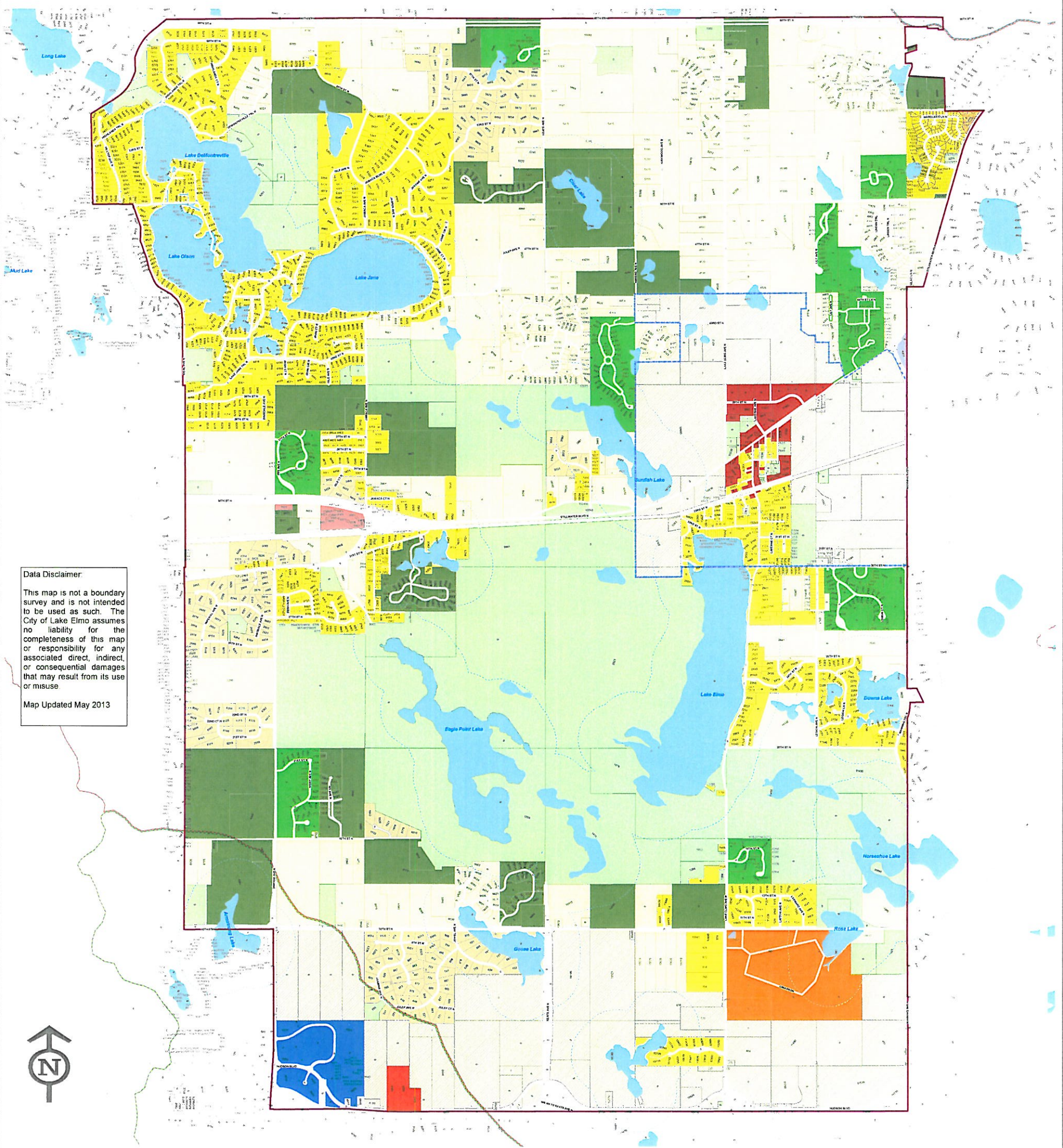
Mike Pearson, Mayor

ATTEST:

Adam Bell, City Clerk

This Ordinance 08-076 was published on the ____ day of _____, 2013.

Lake Elmo Zoning Map - Draft 5/7/13



Data Disclaimer
This map is not a boundary survey and is not intended to be used as such. The City of Lake Elmo assumes no liability for the completeness of this map or responsibility for any associated direct, indirect, or consequential damages that may result from its use or misuse.
Map Updated May 2013



Legend

- General**

 - Village Area
 - Lakes
 - Lake Elmo Boundary
 - Shoreland District Boundary
- Watershed Districts**

 - Browns Creek
 - South Washington
 - Valley Branch

Zoning Districts

- | | | | | |
|----|--------|-----|--------|----|
| A | OP | HDR | CC | RT |
| RR | R2-PUD | BP | LC | PF |
| RE | LDR | C | LC-PUD | |
| RS | MDR | GB | VMX | |



MAYOR AND COUNCIL COMMUNICATION

DATE: 5/07/2013

REGULAR

ITEM #: 13

AGENDA ITEM: Zoning Text Amendment – Tree Preservation Ordinance

SUBMITTED BY: Nick Johnson, City Planner

THROUGH: Dean Zuleger, City Administrator

REVIEWED BY: Planning Commission
Kyle Klatt, Planning Director

SUGGESTED ORDER OF BUSINESS:

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

SUMMARY AND ACTION REQUESTED:

The City Council is asked to consider a Zoning Text Amendment to adopt a Tree Preservation Ordinance as part of Article 6 – Environmental Performance Standards. The Tree Preservation Ordinance was previously tabled at the April 16th meeting. The City Code currently does not contain any requirements related to tree preservation within development and grading activities. This Zoning Text Amendment is part of the ongoing effort to improve the Lake Elmo Zoning Code in preparation of future growth and development activity in Lake Elmo.

The Planning Commission recommends the City Council approve Ordinance 08-077 through the following motion:

“Move to approve Ordinance 08-077, establishing standards for tree preservation within development and grading activities”

In addition, Staff recommends that the City Council approve Resolution No. 2013-35, authorizing summary publication of Ordinance 08-077, through the following motion:

“Move to approve Resolution 2013-35, authorizing summary publication of Ordinance 08-077.”

BACKGROUND AND STAFF REPORT:

In preparation of upcoming development activity in the community, Staff is working on a project intended to make incremental improvements to the Lake Elmo Zoning Code. While working on this project, Staff identified tree preservation or protection measures as an area of Zoning Code improvement. Ordinances related to tree preservation are common among communities in the Twin Cities Metropolitan Area. In fact, Lake Elmo is one of few communities researched by Staff that does not employ provisions

related to tree preservation or protection. There are a number of reasons that cities engage in tree preservation, including, but not limited to, 1) increasing and maintaining property values; 2) protecting privacy by maintaining natural buffers between land uses; 3) promoting sound storm water practices; 4) reducing soil erosion and sedimentation; 5) improved air quality; and 6) maintaining tree and wildlife habitat to the best extent possible. While tree removal is a necessary part of land development and major grading activity, it the goal of tree preservation or protection measures to minimize or mitigate significant tree removal.

The Planning Commission has done significant work as part of working through the Tree Preservation Ordinance. Staff originally presented an ordinance aimed at tree preservation on March 11, 2013. At the meeting, the Planning Commission requested that additional research be conducted by Staff to identify the best approach to tree preservation. At the workshop on March 25, Staff presented findings from various ordinances around the twin cities (outlined in attachment #3), and the Planning Commission identified the City of Woodbury's ordinance to be the most complete and effective. As directed by the Planning Commission, Staff prepared the proposed Tree Preservation Ordinance based upon the approach employed in Woodbury. After presenting the ordinance at the meeting on April 8, 2013, the Planning Commission unanimously recommended approval with some minor refinements.

The proposed Tree Preservation Ordinance (§154.257) is applicable to all development, subdivision and major grading activity, and includes the following key features:

- As part of the activities mentioned above, applicants are required to submit a Tree Preservation Plan. This most often occurs at the Preliminary Plat stage of land subdivision.
- As part of the Tree Preservation Plan, applicants are allowed to remove 30% of the total diameter inches of significant trees on the site without triggering tree replacement. Significant trees are defined with the ordinance according to tree type (common, coniferous/evergreen or deciduous hardwood).
- If tree replacement is required, the applicant must follow the Tree Replacement Schedule, which calls for the following levels of replacement:
 - Common tree replacement: $\frac{1}{4}$ of the diameter inches removed to be replaced.
 - Coniferous tree replacement: $\frac{1}{2}$ of the diameter inches removed to be replaced.
 - Deciduous hardwood tree replacement: $\frac{1}{2}$ of the diameter inches removed to be replaced.

Through the levels of tree replacement, as well as the methodology to tally tree removal, the ordinance places a priority or preference towards hardwood deciduous trees, and secondarily coniferous trees.

- The ordinance outlines various procedural elements related to compliance of the Tree Preservation Plan, as well protective measures to be employed to ensure performance.
- The ordinance includes a permitting requirement for the removal of specimen trees (healthy trees above 30" of diameter breast height in size) in urban district. The reason for this is two-fold: 1) in urban districts with more density, the removal of such large trees can often pose a risk of safety and property damage to adjacent properties; and 2) in higher density districts, tree loss of that magnitude has a greater impact of amenity loss, warranting some replacement.
- Finally, the ordinance acknowledges the possibility where tree preservation goals may conflict with other City objectives. Therefore, the ordinance allows for exceptions to be granted as long as certain circumstances are met.

When comparing the proposed ordinance to other preservation and protection ordinances, it is less onerous or restrictive than other ordinances in the Twin Cities Metropolitan Area. For example, the tree replacement schedule in Medina, another developing community in the Metro, is a 1:1 replacement of diameter inches of significant trees removed. This is significantly higher than what is required in the proposed ordinance. In addition, other communities often have lower thresholds for allowed tree removal before tree replacement is required. Also, it should be noted that tree replacement in cases of commercial properties do count towards landscaping requirements. This allowance is related to the greater need of impervious surface for commercial properties. Other communities that were reviewed, with the exception

of Woodbury, do not count tree replacement towards landscaping requirements. For further comparisons, please reference the comparison chart in attachment #3.

Finally, making use of a similar preservation approach that is utilized in Woodbury offers two benefits: 1) utilizing a similar strategy or approach offers applicants the benefit of continuity and working from an established standard; 2) The fact that this approach is utilized in Woodbury demonstrates that the procedure and requirements have not been a hindrance to development activity. It should be noted that the proposed ordinance and Woodbury's ordinance do include some minor differences, including:

- Woodbury's replacement schedule includes lower amounts of replacement for common ($\frac{1}{8}$ replacement) and coniferous ($\frac{1}{4}$ replacement) trees. However, given how tree removals are tallied in both ordinances, it is less likely that common and coniferous trees will be replaced than deciduous hardwood trees. Both ordinances place a higher priority on hardwood deciduous trees.
- Woodbury's ordinance includes provisions for non-developing properties. Given the rural nature of the Lake Elmo community, Staff recommends to leave non-developing properties out of tree preservation requirements.

It is the goal of the Tree Preservation Ordinance to minimize and mitigate tree loss during development and grading activities. Measures related to tree preservation and protection have become established practice in development activity in the Twin Cities Metropolitan Area and beyond. Given that Lake Elmo is a Tree City USA (11th year) and is home to excellent natural resources, some form of tree preservation or protection is recommended in advance of future development activity.

RECOMMENDATION:

The Planning Commission recommends the City Council approve Ordinance 08-077 through the following motion:

"Move to approve Ordinance 08-077, establishing standards for tree preservation within development and grading activities"

In addition, Staff recommends that the City Council approve Resolution No. 2013-35, authorizing summary publication of Ordinance 08-077, through the following motion:

"Move to approve Resolution No. 2013-35, authorizing summary publication of Ordinance 08-077."

ATTACHMENT(S):

1. Ordinance 08-077
2. Resolution No. 2013-035
3. Tree Preservation Ordinance Comparison Chart

CITY OF LAKE ELMO
COUNTY OF WASHINGTON
STATE OF MINNESOTA

ORDINANCE NO. 08-077

AN ORDINANCE AMENDING THE LAKE ELMO CITY CODE OF ORDINANCES
BY ADOPTING TREE PRESERVATION STANDARDS FOR ALL DEVELOPMENT
AND MAJOR GRADING ACTIVITIES.

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

ARTICLE 6. ENVIRONMENTAL PERFORMANCE STANDARDS

§154.250 Purpose

§154.257 Tree Preservation

§154.250 Purpose

The purpose of this section is to provide regulations of general applicability for property throughout the City that are intended to protect or enhance natural resources and processes, and minimize conflicts among land uses.

§154.257 Tree Preservation

- A. *Purpose.* Within the city of Lake Elmo, trees and woodlands are considered a valuable asset to the community. The City places a priority on protecting this asset and finds that it is in the best interest to regulate the development and alteration of wooded areas within the community. All builders, developers and subdividers shall comply with all the provisions in the Zoning Code which address the preservation of existing significant trees. All builders, developers and subdividers are encouraged to preserve all healthy trees of significant value even if the trees do not meet the size requirements to be considered significant trees.
- B. *Definitions.* The following words, terms and phrases, when used in this section, shall have the meanings ascribed to them in this subsection, except where the context clearly indicates a different meaning:

Common Tree. Includes Ash, Aspen, Basswood, Box Elder, Catalpa, Cottonwood, Elm, Hackberry, Locust, Poplar, Silver Maple, Willow and any other tree not defined as a hardwood deciduous tree or a coniferous/evergreen tree.

Coniferous/Evergreen Tree. A wood plant, which, at maturity, is at least twelve (12) feet or more in height, having foliage on the outermost portion of the branches year-round. Tamaracks are included as a coniferous tree species.

Critical Root Zone (CRZ). An imaginary circle surrounding the tree trunk with a radius distance of one (1) foot per one (1) inch of tree diameter. E.g. a twenty-inch diameter has a critical root zone with a radius of twenty (20) feet.

Deciduous Hardwood Tree. Includes Birch, Cherry, Hickory, Ironwood, Hard Maples, Oak and Walnut.

Diameter Breast Height (DBH). The diameter of trees at breast height, measured 4 ½ feet (54 inches) above the ground.

Drip Line. The farthest distance away from the trunk of a tree that rain or dew will fall directly to the ground from the leaves or the branches of the tree.

Nuisance Tree. (1) Any living or standing tree or part thereof infected to any degree with a shade tree disease or shade tree pest; (2) Any logs, stumps, branches, firewood or other part of dead or dying tree(s) infected with a shade tree disease or shade tree pest unless properly treated; and (3) Any standing dead trees or limbs which may threaten human health or property.

Shade Tree Disease. Dutch elm disease (*Ophiostoma ulmi* or *Ophiostoma novo-ulmi*), oak wilt (*Ceratocystis fagacearum*) or any other tree disease of epidemic nature.

Significant Tree. A healthy tree measuring a minimum of six (6) inches in diameter for hardwood deciduous trees, eight (8) inches in diameter for coniferous/evergreen trees, or twelve (12) inches in diameter for common trees, as defined herein.

Specimen Tree. A healthy tree measuring equal to or greater than thirty (30) inches in diameter breast height.

Tree Preservation Plan. A plan prepared by a certified forester or landscape architect indicating all of the significant trees in the proposed development or parcel. The Tree Preservation Plan includes a tree inventory which includes the size, species and location of all significant trees proposed to be saved and removed on the area of development, and the measures proposed to protect the significant trees to be saved.

C. Tree Preservation Standards for Developing Properties

1. *Applicability.*

- a. A Tree Preservation Plan shall be submitted and approved for the following activities:
 - i. *New Development in Any Zoning District.* A Tree Preservation Plan shall be required as part of any development or subdivision application.
 - ii. Any grading or excavation project that result in the movement of greater than 400 cubic yards of material per acre of site per §151.017.
- b. A Tree Preservation Plan is not required for the following activities:
 - i. This section does not apply to the issuance of a development approval for a single-family residence on an existing platted lot of record.
 - ii. This section does not apply to the harvesting of trees. For purposes of this section, "harvesting" means cutting or clearing trees for purposes relating to forestry operations, as defined in §154.012. "Harvesting" does not include the clearing of land for the purposes of development, even where the trees are sold for purposes of creating lumber for related purposes.

2. *Tree Preservation Plan.* All applicants shall submit a tree preservation plan prepared by a certified forester or landscape architect in accordance with the provisions of this section. During the review of an application for a building permit, grading permit or Preliminary Plat, the tree preservation plan will be reviewed according to the best layout to preserve significant trees and the efforts of the subdivider to mitigate damage to significant trees.

3. *Tree Preservation Plan Requirements.* The Tree Preservation Plan shall be a separate plan sheet(s) that includes the following information:

- a. The name(s), certification(s), telephone number(s) and address(es) of the person(s) responsible for tree preservation during the course of the development project.
 - b. *Tree Inventory*. The Tree Preservation Plan must include a Tree Inventory through one of the following methods:
 - i. *Tree Inventory Individual*. An individual inventory including an identification system linked to metal field tags located four and one-half (4.5) feet from grade on all significant trees. The quantity, size species, health and location of all significant trees must be identified on a plan sheet in both graphic and tabular form.
 - ii. *Tree Inventory Sampling*. In cases of sites with large tracts of significant trees, the City may approve the use of a sampling inventory for all or portions of a site as an alternative to an individual inventory. The sampling inventory must include the methodology for sampling, identification ribbon around the perimeter of the sampling areas, and metal field tags located four and one-half (4.5) feet from grade on all significant trees in the sampling area. Within the sampling area, the quantity, size, species, health and location of all significant trees must be identified on a plan sheet in both graphic and tabular form. Based on sampling, total estimates and locations of healthy significant trees shall be provided.
 - iii. *Tree Inventory Combination*. With the approval of the City, sites that include both large tracts of significant trees and areas of individual significant trees may utilize a combination of the individual and sampling inventory methods.
 - c. Trees that were planted as part of a commercial business such as a tree farm or nursery do not need to be inventoried on an individual tree basis. A general description of the trees and an outer boundary of the planted area must be provided. The burden of proof shall be on the applicant to provide evidence to support the finding that the trees were planted as part of a commercial business.
 - d. A listing of healthy significant trees inventoried in subsection (b) above. Dead, diseased or dying trees do not need to be included in the totals.
 - e. A listing of the healthy significant trees removed, identified by the metal field tag or some other form of identification used in the tree inventory in subsection (b) above.
 - f. A listing of the healthy significant trees to remain, identified by the metal field tag or some other form of identification used in the tree inventory in subsection (b) above.
 - g. Outer boundary of all contiguous wooded areas, with a general description of trees not meeting the significant tree size threshold.
 - h. Locations of the proposed buildings, structures, or impervious surfaces.
 - i. Delineation of all areas to be graded and limits of land disturbance.
 - j. Identification of all significant trees proposed to be removed within the construction area. These significant trees should be identified in both graphic and tabular form.
 - k. Measures to protect significant trees.
 - l. Size, species, number and location of all replacement trees proposed to be planted on the property in accordance with the Mitigation Plan, if necessary.
 - m. Signature of the person(s) preparing the plan.
4. *Implementation*. All sites shall be staked, as depicted in the approved Tree Preservation Plan, and the required tree protection fencing shall be installed around the critical root zone before land disturbance is to commence. The City shall inspect the construction site prior to the beginning of the land disturbance to ensure that protective

fencing and other protective measures are in place. No encroachment, land disturbance, trenching, filling, compaction, or change in soil chemistry shall occur within the fenced areas protecting the critical root zone of the trees to be saved.

5. *Allowable Tree Removal.* Up to thirty (30) percent of the diameter inches of significant trees on any parcel of land being developed may be removed without replacement requirements. Replacement according to the Tree Replacement Schedule is required when removal exceeds more than thirty (30) percent of the total significant tree diameter inches. The following types of trees do not need to be included as part of the tally of tree removals:
 - a. Dead, diseased or dying trees;
 - b. Trees that are transplanted from the site to another appropriate area within the city;
 - c. Trees that were planted as part of a commercial business, such as a tree farm or nursery; or
 - d. Trees that were planted by the current property owner. In making such a determination, the City shall consider consistency of the age of the trees, any patterns in the location of trees, historical aerial photography and evidence of intentional planting such as invoices, formal planting plans or cost sharing agreements.
6. *Mitigation Plan.*
 - a. In any development or grading project where the allowable tree removal is exceeded, the applicant shall mitigate the tree loss by either:
 - i. Planting replacement trees in appropriate areas within the development in accordance with the Tree Replacement Schedule;
 - ii. Planting replacement trees on City property under the direction of the Public Works Superintendent; or
 - iii. Some combination of above subsections (i) and (ii) to total the equivalent number of replacement trees to meet the Mitigation Plan.
 - b. The form of mitigation to be provided by the applicant shall be determined by the City.
 - c. The planting of trees for mitigation on residential projects shall be in addition to any other landscape requirements of the City.
 - d. All trees, with the exception of ornamental trees, planted as landscaping on commercial or mixed-use projects may be counted towards tree replacement requirements.
7. *Tree Replacement Calculations.* Thirty (30) percent of the total diameter inches of significant trees on the site may be removed without replacement. The allowable thirty (30) percent removal is first credited to the common trees removed, then the conifers, and lastly the hardwood species. The following calculation procedure must be used to determine tree replacement requirements:
 - a. Tally the total number of diameter inches of significant trees on the site.
 - b. Calculate thirty (30) percent of the total diameter inches of significant trees on the site. This is the allowable tree removal limit, or the number of inches that can be removed without replacement.
 - c. Tally the total diameter inches of common trees that will be removed and subtract this number from the allowable tree removal limit.

- d. If there are any allowable inches left, tally the total diameter inches of conifer/evergreen tree species that will be removed and subtract this number from the remaining allowable inches.
 - e. If there are any allowable inches left, tally the total diameter inches of hardwood deciduous tree species that will be removed and subtract this number from the remaining allowable inches.
 - f. If at any point in the above calculation procedure (a-e) the number of inches to be removed exceeds the thirty (30) percent allowable removal limit, the remaining inches of removal above the allowable limit must be replaced according to the Tree Replacement Schedule in subsection 8.
8. *Tree Replacement Schedule.* Tree removals over the allowable tree removal limit on the parcel shall be replaced according to the following schedule:
- a. Common tree species shall be replaced with new trees at a rate of one-fourth ($\frac{1}{4}$) the diameter inches removed.
 - b. Coniferous/evergreen tree species shall be replaced with new coniferous or evergreen trees at a rate of one-half ($\frac{1}{2}$) the diameter inches removed. Since coniferous species are often sold by height rather than diameter inch, the following conversion formula can be used:

$$\text{Height of Replacement Coniferous Tree} / 2 = \text{Diameter Inches of Credit.}$$
 - c. Hardwood deciduous tree species shall be replaced with new hardwood deciduous trees at a rate of one-half ($\frac{1}{2}$) the diameter inches removed.
 - d. *Replacement Tree Size.* Replacement trees must be a minimum of one (1) inch in diameter.
9. *Species Requirement.* The City must approve all species used for tree replacement. Ornamental trees are not acceptable for use as replacement trees. Where ten or more replacement trees are required, not more than thirty (30) percent of the replacement trees shall be of the same species of tree. Native species are encouraged, and hardiness and salt tolerance should be considered where applicable.
10. *Warranty Requirement.* Any replacement tree which is not alive or healthy, as determined by the City, or which subsequently dies due to construction activity within two (2) years after the date of project closure shall be removed by the applicant and replaced with a new healthy tree meeting the same minimum size requirements within eight (8) months of removal.
11. *Protective Measures.* The Tree Preservation Plan shall identify and require the following measures to be utilized to protect significant trees planned for preservation:
- a. Installation of snow fencing or polyethylene laminate safety netting placed at the drip line or at the perimeter of the critical root zone, whichever is greater, of significant trees, specimen trees and significant woodlands to be preserved. No grade change, construction activity, or storage of materials shall occur within this fenced in area.
 - b. Identification of any oak trees requiring pruning between April 15 and July 1. Any oak trees so pruned shall be required to have any cut areas sealed with an appropriate nontoxic tree wound sealant.
 - c. Prevention of change in soil chemistry due to concrete washout and leakage or spillage of toxic materials, such as fuels or paints.
 - d. Removal of any nuisance trees located in areas to be preserved.

12. *Compliance with the Tree Preservation Plan.* The applicant shall implement the Tree Preservation Plan prior to and during any construction. The tree protection measures shall remain in place until all land disturbance and construction activity is terminated or until a request to remove the tree protection measures is made to, and approved by, the City.
 - a. No significant trees shall be removed until a tree preservation plan is approved and except in accordance with the approved Tree Preservation Plan.
 - b. The City shall have the right to inspect the development and/or building site in order to determine compliance with the approved Tree Preservation Plan. The City shall determine whether the Tree Preservation Plan has been met.
 - c. *Irreparable Damage.* Where the City determines that irreparable damage has occurred to a healthy significant tree that is designated to be preserved as part of the Tree Preservation Plan, the tree shall be removed and replaced, and protective fencing shall be provided.
- D. *Specimen Trees.* The removal of any specimen trees on a property located in any of the urban zoning districts shall require a special permit and be subject to the Tree Replacement Schedule for the purpose of mitigating great tree loss.
- E. *Financial Security.* In cases where mitigation or tree replacement is required, the City may require that a financial security, in a form acceptable to the City, be provided as part of a development agreement or applicable permit to ensure compliance and performance of the Mitigation Plan. The financial security will be released to the applicant upon verification by the City that the Mitigation Plan was followed, and that all replacement trees are planted and in a reasonable state of health. The financial security may be used to replace any replacement trees that have become damaged or diseased after planting.
- F. *Exceptions*
 1. *Exception Standards.* Notwithstanding the City's desire to accomplish tree preservation and protection goals, there may be instances where these goals are in conflict with other City objectives. These conflicts will most likely occur on small, heavily-wooded parcels. At the discretion of the City Council, exceptions may be granted if all of the following conditions exist:
 - a. The subject parcel is five (5) acres in size or less;
 - b. It is not feasible to combine the subject parcel with adjacent parcels that could use the parcel as required green space;
 - c. Strict adherence to the Tree Preservation Ordinance would prevent reasonable development that is consistent with the Comprehensive Plan and desirable to the City on the parcel; and
 - d. The exception requested is the minimum needed to accomplish the desired development.
 2. *Reduced Mitigation for Exceptions.* If an exception is granted, relief from the requirements of the ordinance may take the form of reduced mitigation requirements, greater allowable tree removal, higher thresholds for determining significant trees, or any combination of the above. The City Council will determine which form of relief best balances the objectives of the City and tree preservation.

SECTION 2. Effective Date. This ordinance shall become effective immediately upon adoption and publication in the official newspaper of the City of Lake Elmo.

SECTION 3. Adoption Date. This Ordinance 08-077 was adopted on this seventh day of May 2013, by a vote of ____ Ayes and ____ Nays.

LAKE ELMO CITY COUNCIL

Mike Pearson, Mayor

ATTEST:

Adam Bell, City Clerk

This Ordinance 08-077 was published on the ____ day of _____, 2013.

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

RESOLUTION NO. 2013-35

**RESOLUTION AUTHORIZING PUBLICATION OF ORDINANCE 08-077
BY TITLE AND SUMMARY**

WHEREAS, the City Council of the City of Lake Elmo has adopted Ordinance No. 08-077, an ordinance to the City's regulations pertaining to tree preservation measures in cases of development and major grading; 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. 08-077 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. 08-077, which requires certain measures of tree preservation within development and major grading activities, including the following:

- Property owners or applicants engaging in development, subdivision or major grading activities must submit a Tree Preservation Plan;
- Property owners or applicants are allowed to remove up to 30% of the diameter inches of significant trees without requiring tree replacement.
- When tree replacement is required, property owners or applicants must follow the Tree Replacement Schedule to calculate the required amount of replacement trees.

The full text of Ordinance No. 08-077 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: May 7, 2013.

Mike Pearson
Mayor

ATTEST:

Adam Bell
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.

Tree Preservation Ordinance Comparison Chart

Ordinance	Allowed removal before replacement/mitigation	Tree preservation required for single family home?	Tree Inventory required?	Tree Classification	Tree Replacement Schedule/Formula	Tree replacement fulfills landscaping requirements?	Special protections for Specimen Trees?
Proposed Ordinance (5-7-13)	30%	No	Yes or Tree Inventory Sampling	Standard	<u>Diameter Inches Replaced</u> Common: 1/4 replaced Coniferous: 1/2 replaced Deciduous: 1/2 replaced	Residential: No Commercial: Yes	Yes
City of Woodbury	30%	No	Yes	Standard	<u>Diameter Inches Replaced</u> Common: 1/8 replaced Coniferous: 1/4 replaced Deciduous: 1/2 replaced	Residential: No Commercial: Yes	Yes
City of Cottage Grove	Depends on Land Use ^a	Yes	Yes or Tree Inventory Sampling	Standard	See Cottage Grove Schedule ^b	No	No ^c
City of Eagan	Depends on Land Use ^d	Yes	Yes	Standard	See Eagan Schedule ^e	No	No ^c
City of St. Louis Park	0%	No ^f	Yes	Standard	See St. Louis Park Schedule ^g	No	
City of Lake City	0%	No	No	None	Maintain existing density of trees up to 10 trees/acre	No	No
City of Medina	Depends on Lot Size ^h	Yes	Yes	Deciduous and Coniferous ⁱ	1:1 caliper inch replacement	No	No

Notes:

a: See Exhibit A

b: See Exhibit B

c: Greater replacement required for specimen trees

d: See Exhibit C

e: See Exhibit D

f: Tree removal permit required, but no replacement necessary

g: See Exhibit E

h: See Exhibit F

i: Does not separate hardwood and softwood deciduous trees

Exhibit A: Cottage Grove Allowed Tree Removal

- a. Single lot development:
 - (1) Single unit residential, twenty percent (20%).
 - (2) Commercial, industrial, institutional and multi-unit residential, thirty percent (30%).
 - b. Single phase, multi-lot development:
 - (1) Single unit residential, forty percent (40%).
 - (2) Commercial, industrial, institutional and multi-unit residential, fifty percent (50%).
 - c. Two-phase development:
 - (1) Initial site development, twenty five percent (25%).
 - (2) Individual lot development:

- (A) Single unit residential, twenty percent (20%).
 - (B) Commercial, industrial, institutional and multi-unit residential, thirty percent (30%).

Exhibit B: Cottage Grove Tree Replacement Schedule

Size Of Qualifying Tree Damaged Or Destroyed	Category A	Category B	Category C
Coniferous:			
12 to 24 feet high	1	2	4
24 feet or higher	2	4	8
Hardwood deciduous:			
6 to less than 20 inches dbh	1	2	4
20 to less than 30 inches dbh	2	4	8
Softwood deciduous:			
12 to 24 inches dbh	1	2	4
Greater than 24 inches dbh	2	4	8
Specimen tree	3	6	12
Woodland:			
Per 1,000 square feet	1.5	3	6

Replacement Tree	Category A	Category B	Category C
Deciduous	No less than 4 inches	No less than 2.5 inches	No less than 1.5 inches
Coniferous	No less than 12 feet	No less than 6 feet	No less than 4 feet

Exhibit C: City of Eagan Allowed Tree Removal

D. Allowable tree removal.

1. *Tree removal allowance.* Specimen tree, significant tree, and significant woodland removal shall be in accordance with the city-approved tree preservation plan and in no case shall the amount of removal exceed the following percentages:

- (a) Single lot development.
 - (1) Single-unit residential, 20 percent.
 - (2) Commercial and multiunit residential, 30 percent.
- (b) Multi-lot development.
 - (1) Single-phase development process.
 - (aa) Single unit residential, 40 percent.
 - (bb) Commercial and multiunit residential, 47.5 percent.
 - (2) Two-phase development.
 - (aa) Initial site development, 25 percent.
 - (bb) Individual lot development.
 - a. Single unit residential, 20 percent.
 - b. Commercial or multi-unit residential, 30 percent.

Exhibit D: City of Eagan Tree Replacement Schedule

E. Tree replacement.

1. Schedule.

Size of Tree Damaged or Destroyed	NUMBER OF REPLACEMENT TREES		
	Category A	Category B	Category C
Coniferous, 12 to 24 feet high	1	2	4
Coniferous, 24 feet or higher	2	4	8
Hardwood deciduous, 6 to 20 inches diameter	1	2	4
Hardwood deciduous, 21 to 30 inches diameter	2	4	8
Softwood deciduous, 12 to 24 inches diameter	1	2	4
Softwood deciduous, greater than 24 inches diameter	2	4	8
Specimen tree	3	6	12

3. *Size of replacement trees.*

- (a) Category A trees shall be no less than the following sizes:
1. Deciduous trees, not less than four inches in diameter.
 2. Coniferous trees, not less than 12 feet in height.
- (b) Category B trees shall be no less than the following sizes:
1. Deciduous trees, not less than two and one-half inches in diameter.
 2. Coniferous trees, not less than six feet in height.
- (c) Category C trees shall be no less than the following sizes:
1. Deciduous trees, not less than one and one-half inches in diameter.
 2. Coniferous trees, not less than four feet in height.

Exhibit E: City of St. Louis Park Tree Replacement Schedule

- c. Approval of a permit for the removal of any significant tree or for land alteration which results in tree destruction shall be subject to and conditioned upon the owner or developer replacing the loss or reasonably anticipated loss of all live significant trees. The amount of trees to be provided in replacement shall be determined by the following formula:

$$((A/B)-0.20) \times C \times A = D$$

A	=	Total diameter inches of significant trees lost as a result of land alteration or removal.
B	=	Total diameter inches of significant trees situated on the land.
C	=	Tree replacement constant (1.5).
D	=	Replacement trees (number of caliper inches).

Exhibit F: City of Medina Allowed Tree Removal

Subd. 6. Allowed Tree Removal.

- (a) The following amount of Significant Trees may be removed from a site and replacement shall not be required.

Initial Site Development		Activities other than Initial Site Development	
Total property area included in the land use application or served by improvements	Allowed percent of Significant Trees that may be removed	Lot Size	Allowed percent of Significant Trees that may be removed
0.1-1.0 acre	15%	0.1-1.0 acre	20%
1.1-5.0 acres	15%	1.1-5.0 acres	15%
5.1-10.0 acres	10%	5.1-10.0 acres	15%
10.1-20.0 acres	10%	10.1-20.0 acres	10%
20+ acres	10%	20+ acres	5%

- (b) For activities that include the Subdivision of property or dedication of public or private right-of-way, the allowed number of Significant Trees that may be removed for Initial Site Development shall be based on the lot size prior to Subdivision. After the property is subdivided, the allowed number of Significant Trees that may be removed shall be based on the individual lot sizes within the Subdivision.



MAYOR AND COUNCIL COMMUNICATION

DATE: 5/07/2013

REGULAR

ITEM #: 14

AGENDA ITEM: Zoning Text Amendment – Off-Street Parking and Loading

SUBMITTED BY: Nick Johnson, City Planner

THROUGH: Dean Zuleger, City Administrator

REVIEWED BY: Planning Commission
Kyle Klatt, Planning Director

SUGGESTED ORDER OF BUSINESS:

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

SUMMARY AND ACTION REQUESTED:

The City Council is asked to consider a Zoning Text Amendment, establishing standards for off-street parking and loading for all use classifications in Lake Elmo. The City Council tabled consideration of this item at the April 16th meeting. The existing provisions related to off-street parking only address parking requirements for a limited number of use classifications in four specific zoning districts. This Zoning Text Amendment is part of the ongoing effort to reorganize and improve the Lake Elmo Zoning Code in preparation of future sewered growth.

The Planning Commission recommends the City Council approve Ordinance 08-078 through the following motion:

“Move to approve Ordinance 08-078, establishing off-street parking and loading requirements for all use classification in the Lake Elmo Zoning Code”

In addition, Staff recommends that the City Council approve Resolution No. 2013-36, authorizing summary publication of Ordinance 08-078, through the following motion:

“Move to approve Resolution No. 2013-36, authorizing summary publication of Ordinance 08-078.”

BACKGROUND AND STAFF REPORT:

Staff is currently working on a large project aimed at incrementally reorganizing and improving the Lake Elmo Zoning Code in preparation of upcoming growth. This project began with the adoption of the urban residential and commercial zoning districts in August of 2012. As Staff has worked to improve the Zoning Code, existing ordinances have been evaluated in terms of effectiveness and organization. In this

spirit, Staff evaluated the existing off-street parking regulations and found the standards to be incomplete and poorly organized. With the onset of future development, it is important to have clear and effective parking regulations, particularly for uses that have greater parking needs, such as commercial and high density residential development. In order to organize the off-street parking requirements in a sensible manner, Staff is proposing to set parking levels based upon use classification as opposed to zoning district. Use classifications are land use types, such as single family detached or restaurant, and can be found in §154.012 of the Lake Elmo City Code. Therefore, these use classifications become the basis for the amount of off-street parking required in Lake Elmo, regardless of the zoning district.

The Planning Commission reviewed the proposed Off-Street Parking and Loading Ordinance at a workshop meeting on March 25, 2013. At this meeting, the Planning Commission made some recommendations related to minor adjustment of the ordinance. Staff responded to this request by making minor refinements. After an initial review, the Planning Commission held a public hearing on the proposed ordinance on April 8, 2013. No one spoke in favor or against the ordinance at the public hearing. The Planning Commission unanimously recommended the propose ordinance for approval.

The Off-Street Parking and Loading Ordinance is intended to establish parking requirements for all use classifications in Lake Elmo. This is a departure from the current approach of establishing parking requirements for a limited number of use classifications within 4 zoning districts: General Business, Highway Business, Convenience Business and Limited Business. Not only are these zoning districts obsolete with the recent amendments made to the Comprehensive Plan, but not all use classifications are addressed within these standards. The proposed Off-Street Parking and Loading Ordinance is intended to remedy these deficiencies.

In addition to standards related to location, maintenance and design of parking areas, the proposed parking ordinance (§154.210) establishes dimensional standards for all parking types in Table 5-1. These dimensional standards address parallel parking, angled (45°) parking, 60° parking and head-in (90°) parking. Moving forward, the ordinance establishes quantifiable parking requirements in Table 5-2. Next, the ordinance also includes provisions for off-street loading (§154.211). The Zoning Code does have existing provisions related to off-street loading, but does not include a requirement related to the number of loading births per the size of the facility. This ordinance remedies this gap by including a requirement pertaining to the number of loading birth, which is important in larger facilities that could be located in the Commercial (C) or Business Park (BP) districts. Finally, Staff is proposing to organize these standards under Article 5, General Regulations. These are zoning requirements that apply to land use across all zoning districts. As part of this effort, Staff suggests striking all of the existing language pertaining to off-street parking and loading, outlined in Ordinance 08-078.

RECOMMENDATION:

The Planning Commission recommends the City Council approve Ordinance 08-078 through the following motion:

“Move to approve Ordinance 08-078, establishing off-street parking and loading requirements for all use classification in the Lake Elmo Zoning Code”

In addition, Staff recommends that the City Council approve Resolution No. 2013-36, authorizing summary publication of Ordinance 08-078, through the following motion:

“Move to approve Resolution No. 2013-36, authorizing summary publication of Ordinance 08-078.”

ATTACHMENT(S):

1. Ordinance 08-078
2. Resolution No. 2013-36

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

ORDINANCE NO. 08-078

**AN ORDINANCE AMENDING THE LAKE ELMO CITY CODE OF ORDINANCES BY
ADOPTING NEW OFF-STREET PARKING AND LOADING REGULATIONS FOR ALL USE
CLASSIFICATIONS IN THE LAKE ELMO ZONING CODE**

SECTION 1. The City Council of the City of Lake Elmo hereby amends Title XV: Land Usage; Chapter 154: Zoning Code, by repealing City Code Sections 154.095 through 154.096 in their entirety.

SECTION 2. The City Council of the City of Lake Elmo hereby amends Title XV: Land Usage; Chapter 154: Zoning Code; Section 051 by removing the following language:

Off-Street Parking: (Also See §§ <u>154.095</u> and <u>154.096</u>) The off-street parking requirements for properties located in the Old Village District and south of Minnesota Highway 5 may be waived by the Zoning Administrator upon demonstration that there are no suitable locations to provide off-street parking in a manner that complies with requirements found below and in §§ <u>154.095</u> and <u>154.096</u> .	
Eating and Drinking Places	One space for every 2 seats and 1 space for every 2 employees on the average maximum shift
Automobile Service Stations	Three spaces for each enclosed bay plus 1 space for each day shift employee plus a minimum of 2 spaces for service vehicles and 1 additional space for each service vehicle over 2 in number
Retail Stores or Centers	Eleven spaces for the first 1,000 square feet of gross floor area or fraction of floor area: 8 spaces for each 1,000 square feet of gross floor area in excess of 1,000 square feet, but not exceeding 15,000 square feet; 6 spaces for each 1,000 square feet of gross floor area in excess of 15,000 square feet of gross floor area exceeding 30,000 square feet.
Motels and Hotels	One space for each unit plus 1 space for each employee on any 1 shift.
Medical and Dental Clinics	Four spaces for each doctor or dentist, plus 1 space for every employee or 1 for each 150 square feet of gross floor area, whichever requirement is greater.

Other Commercial Uses (excluding wholesale)	One space for each 200 square feet of gross floor area.
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SECTION 3. The City Council of the City of Lake Elmo hereby amends Title XV: Land Usage; Chapter 154: Zoning Code; Section 055 by removing the following language:

Off-Street Parking (also see § <u>154.095</u>)	Eating and drinking places: one space for every 2 seats, and 1 space for every 2 employees on the average maximum shift. (Parking spaces for “drive-in” customers shall not be credited as a part of the off-street parking area needed to serve the sales operation conducted within the buildings.)
	Automobile service stations: three spaces for each enclosed bay plus 1 space for each day shift employee plus a minimum of 2 spaces for service vehicles and 1 additional space for each service vehicle over 2 in number
	Motel and hotels: 1 space for each unit plus 1 space for each employee on any 1 shift

SECTION 4. The City Council of the City of Lake Elmo hereby amends Title XV: Land Usage; Chapter 154: Zoning Code; Section 056 by removing the following language:

Off-Street Parking	
Retail Stores or Centers:	Eleven spaces for the first 1,000 square feet of gross floor area or fraction of gross floor area; Eight spaces for each 1,000 square feet of gross floor area in excess of 1,000 square feet
Other Commercial Uses, excluding Wholesale:	One space for each 200 square feet of gross floor area

SECTION 5. The City Council of the City of Lake Elmo hereby amends Title XV: Land Usage; Chapter 154: Zoning Code; Section 057 by removing the following language:

SECTION 6. The City Council of the City of Lake Elmo hereby amends Title XV: Land Usage; Chapter 154: Zoning Code, by adding the following language:

ARTICLE 5 GENERAL REGULATIONS

- §154.200 Purpose
- §154.201 Applicability
- §154.202 Permits Required
- §154.203 Essential Services
- §154.210 Off-Street Parking
- §154.211 Off-Street Loading

§ 154.200 Purpose

The purpose of this Article is to establish regulations for activities that may occur in many zoning districts or in association with a variety of land uses, including parking, signage, and activities within yards, to promote the orderly development or use of land and minimize conflicts among land uses.

§ 154.201 Applicability

The provisions of this Article shall be applied to all zoning districts and shall be in addition to the requirements in any specific zoning district. A permit shall not be issued unless all applicable general regulations are met.

§ 154.202 Permits Required.

Permits are required for all changes in use and all development activities, with the exception of signs, in compliance with the standards of Article 3, Administration. Signs shall require a sign permit in compliance with Section 151.115 and Article 3.

§ 154.203 Essential Services

Essential services as defined by this Ordinance are permitted in any district, provided that a site plan for any new or expanded service facility is filed with the Planning Department. The City Council may require site plan review of large facilities, upon the recommendation of the Planning Director.

§ 154.210 Off-Street Parking

- A. *Purpose.* The intent of this section is to prevent or alleviate congestion and promote the public safety and welfare by establishing minimum requirements for off-street parking, and requiring that parking areas are located and constructed in a manner that provides for optimum visibility to vehicles entering and exiting said parking area, accessibility and safety. It is the responsibility of property owners to provide adequate parking to meet their specific needs.
- B. *Applicability.* Off-street parking in accordance with this section shall be provided for all new uses and all expansions of existing uses in all districts. Parking requirements may be waived in the Village Mixed-Use District (VMX), recognizing the availability of on-street and shared parking facilities.
- C. *Location.* All required off-street parking facilities shall be located outside of any street right-of-way, and as follows:
 - 1. Spaces accessory to one- and two-family dwellings shall be located on the same lot as the

principal use served. Spaces within garages are counted toward the required number of spaces.

2. Spaces accessory to multiple-family dwellings and nonresidential uses shall be located on the same lot as the principal use served or within four hundred (400) feet of the main entrance to the principal building served.
 3. Off-street parking located elsewhere than on the lot where the principal use being served is located shall be under the same ownership and control, either by deed or long-term lease, as the principal use. The owner of the principal use must file a recordable document with the City requiring permanent provision of off-street parking during the existence of the principal use.
 4. Off-street surface parking areas containing more than four parking spaces shall be located a minimum of twenty (20) feet from the boundary of any adjacent lot zoned or used for residential purposes, with the exception of lots zoned Village Mixed-Use (VMX).
 5. *Other Parking in Residential Areas.* Parking in residential areas (off-street and on-street) shall be limited to the use of the residents of those homes and their guests
 6. *Off-Street Parking in Commercial Areas.* Off-street surface parking areas in commercial districts shall be located in a manner consistent with the setback requirements in §154.552.
 7. Required off-street parking spaces shall not be utilized for open storage of goods or for the storage of vehicles which are inoperable or for sale or rent.
- D. *Parking Area Design and Maintenance.*
1. *Access to Parking Spaces.* Each required off-street parking space shall open directly to an aisle or driveway of such width and design as to provide safe and efficient means of vehicular access to the parking space, as shown in Table 5-1, Minimum Parking Space and Aisle Dimensions, except where accessory to residential uses of up to four (4) units.
 2. *Maneuvering Area.* All parking areas except those serving one and two family dwellings on local streets shall be designed so that cars shall not be required to back into the street. If deemed necessary for traffic safety, turn-around areas may be required.
 3. *Surfacing and Drainage.* All off-street parking areas shall be surfaced as follows:
 - a. Single-family and two-family dwellings shall provide a durable surface with suitable drainage.
 - b. In all residential, commercial and mixed use districts, all areas intended to be utilized for parking space for five (5) or more vehicles and associated driveways shall be paved with a durable surface including, but not limited to, hot asphalt, bituminous or concrete.
 - c. In industrial districts, all areas intended to be utilized for parking space and driveways shall be surfaced with materials suitable to control dust and drainage. Plans for surfacing and drainage for nonresidential uses shall be submitted for review and the final plan shall be subject to written approval.
 - d. Storage areas for heavy construction equipment that would damage the pavement may be exempt from the paving and surfacing requirement with an acceptable surface approved by the City Engineer.
 - e. Farm dwellings and farm operations are exempt from the paving requirement.
 - f. City parks shall be exempt from the parking requirement if approved by the City Council.
 4. *Marking of Parking Spaces.* All parking areas containing five (5) or more spaces or

containing angled parking shall be marked with painted lines at least four (4) inches wide. Such markings shall be maintained in a clearly legible condition.

5. *Curbing.* All open off-street parking areas designed to have head-in parking along the property line shall provide a bumper curb not less than five (5) feet from the side property line or a barrier of normal bumper height not less than three (3) feet from the side property line.
 6. *Landscaping and Screening.* Parking areas shall be screened and landscaped as provided in Article 6, Section 154.258.
 7. *General Maintenance.* Parking areas and driveways shall be kept free of dirt, dust, debris and waste. In winter months, required parking areas shall be cleared of snow and ice within a reasonable time.
 8. *Accessible Parking.* Accessible parking spaces for the disabled shall be provided as required by the International Building Code.
- E. *Dimensions.* The minimum dimensions for required parking spaces are as shown in Table 5-1, Minimum Parking Space and Aisle Dimensions and Figure 5-1, Minimum Parking Dimensions Diagram.

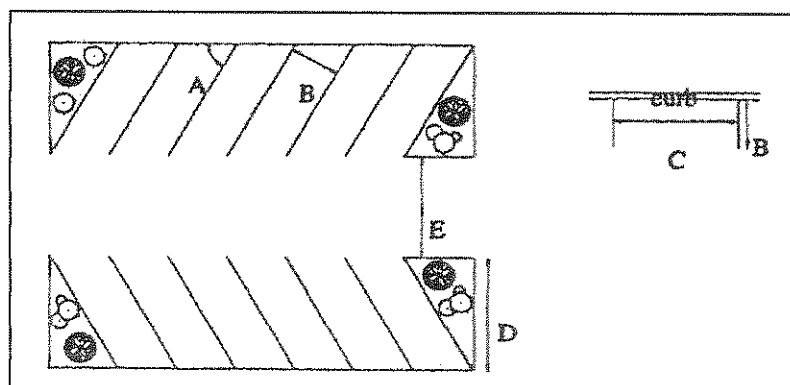
Table 5-1: Minimum Parking Space and Aisle Dimensions

Angle (A)	Width (B) ^a	Curb Length (C)	Stall Depth (D) ^b	1 Way Aisle Width (E)	2-Way Aisle Width (E)
0 (Parallel)	9'	22'	8'6"	14'	22'
45°	9'	12'	18'9"	14'	22'
60°	9'	9'10"	19'10"	18'	22'
90°	9'	8'6"	18'	20'	22'

^a For parking areas containing more than ten (10) parking spaces, compact spaces may account for up to twenty percent (20%) of the total parking area required. They may be reduced in size to a width of eight (8) feet and a stall depth of twelve percent (12%) less than (D) above, and must be grouped and signed appropriately

^b Parking spaces that use an appropriately sized curb overhang over a landscaped island or buffer may be reduced in depth by one and one-half feet (1' 6"). A concrete curb or other means shall be provided to prevent parked vehicles from damaging plant materials.

Figure 5-1: Minimum Parking Dimensions Diagram



- F. **Parking Requirements.** Accessory, off-street parking shall be provided as specified in Table 5-2, Specific Minimum Off-street Parking Requirements, except as otherwise specified in this section.
1. In addition to the requirements in Table 5-2, one (1) parking space shall be provided for each commercial vehicle or vehicle necessary for the operation of the use that is maintained on the premises.
 2. Parking spaces for uses with multiple components, such as hotels with dining and conference facilities, shall be based on the sum of the parking requirements of the separate components. Shared parking standards may be used where applicable.
 3. Proof of parking. The Planning Commission may allow parking requirements for a particular use to be relaxed or lessened in response to an expected demand that is lower than the required standard in this section, provided that one of the following conditions exists:
 - a. Sufficient open area is set aside on the parcel to meet the required standard, if determined to be necessary at a later date.
 - b. If parking will be needed less than twenty-five (25%) of the time during typical hours of use, on-street parking accessible by sidewalk within two blocks of the site may be used in lieu of required off-street parking.
 4. Where a parking study is required, a qualified transportation engineer or transportation planner shall perform the study. The study shall contain information on the anticipated number of employees, customers, visitors, clients, shifts, events, or deliveries to the use, and may refer to other studies or similar situations elsewhere.
- G. **Shared Parking.** Joint use of required parking spaces is encouraged where two or more uses on the same or adjacent sites are able to share the same parking spaces because their parking demands occur at different times. The applicant(s) must submit an analysis showing that peak parking times of the uses will occur at different times and the parking area will be adequate for both uses. A legal instrument such as an easement or deed restriction that guarantees access to the parking for both uses shall be submitted.
- H. **Truck parking in residential areas.** No commercially licensed trailer shall be parked or stored in a residential district except when loading, unloading or rendering a service. Recreation vehicles and pickups are not restricted by the terms of this provision.

Table 5-2. Specific Minimum Off-Street Parking Requirements

Use	Minimum Parking Requirement	Notes
Residential Uses		
Household Living		
Single-family detached dwelling	2 spaces per dwelling unit	No fee shall be charged for required spaces
Two-family dwelling	1 space per 1-bedroom unit	
Single-family attached dwelling	2 spaces per 2-bedroom or larger unit	
Multifamily dwelling	Single-family attached dwellings shall provide an additional 10% of parking spaces for visitor parking Multifamily dwellings shall also provide 1 visitor space per 4 units	

Use	Minimum Parking Requirement	Notes
Senior (elderly) housing	1 space per dwelling unit	If senior housing may be converted to general housing in the future, proof of additional parking shall be required
Secondary dwelling	1 space per secondary dwelling unit	
Live-work unit	2 spaces per dwelling unit	At least one of the required spaces shall be accessible for client parking
Mobile home park	2 spaces per dwelling unit	
Group Living		
Group home, group residential facility, halfway house, congregate housing	1 space per employee on the largest shift plus 1 visitor space for every 4 residents based on capacity	
Semi-transient accommodations	1 space per bedroom, plus one space for each fulltime staff equivalent	Parking study required
Public and Civic Uses		
Cemetery	As determined by the Planning Director	
College or university, other adult learning center	To be determined by the Planning Director based on parking study	Parking study required
Community services	Parking equal to 30 percent of the capacity of persons or as determined by the Planning Director based on parking study	
Day care center (see under Accessory Uses for Family day care)	1 space per employee on largest shift plus 1 space per 7 students based on capacity; or 1 space per 10 students if an off-street drop-off and pick-up space is provided	
School, public or private	1 space per staff member plus 1 space per 5 students of legal driving age based on design capacity	Existing schools not meeting this standard may be required to develop a parking management plan, but shall not be required to add the minimum number of spaces
Public assembly	1 space per each 4 seats based on design capacity	

Use	Minimum Parking Requirement	Notes
Religious institution, place of worship	1 space per each 6 seats or 10 feet of pews in the main assembly hall	Existing institutions not meeting this standard may be required to develop a parking management plan, but shall not be required to add the minimum number of spaces
Services		
Business center	Total of parking requirements for individual uses, excepting any that meet the shared parking requirements in Section 154.210.G	
Commercial kennel, commercial stable	1 space per employee on the largest shift plus 1 space per 6 animals	
Communication services	1 space per 400 square feet of gross floor area, plus 1 space per company vehicle stored on the site	
Educational services	1 space per staff member plus 1 space per 5 students of legal driving age based on design capacity	
Financial institution	1 space per 100 square feet of usable floor area	
Funeral home	1 space per 100 square feet of floor area in the main assembly room plus one space per staff member	
Transient Accommodations, Lodging	1 space per guest room, plus additional space for meeting or restaurant facilities	Meeting and restaurant facilities may require additional parking, based on square footage of each use as defined in this table.
Medical facilities	5 spaces per medical professional, or 1 space per 200 square feet of gross floor area	
Membership organization (clubs, lodges, etc.)	1 space per 300 square feet of gross floor area	
Nursing and personal care	1 space for each 4 beds, plus 1 space per employee on the largest work shift	
Offices	3 spaces per 1,000 square feet of gross floor area	
Personal services	1 space per 300 square feet of gross floor area	

Use	Minimum Parking Requirement	Notes
Repair and maintenance shop	1 space per 400 square feet of gross floor area	
Self-service storage facility	1 space per 300 square feet of office or sales area	The apron in front of the storage units shall be wide enough for two cars to pass
Trade shop	1 space per 300 square feet of office or sales area, plus 1 space per 3,000 square feet of storage area	
Transportation services	1 space per 300 square feet of office or sales area, plus 1 space per vehicle kept on premises	
Veterinary service	3 spaces per veterinarian, or 1 space per 200 square feet of gross floor area	
Food Services		
Drinking and Entertainment	1 space per 3 customer seats or each 100 sq. ft. of interior space (the greater), plus 1 space per 200 sq. ft. exterior seating area.	
Drive-in Restaurant, Fast Food Restaurant, Standard Restaurant	1 space per 3 customer seats or each 100 sq. ft. of interior space (the greater), plus 1 space per 200 sq. ft. exterior seating area. Drive-throughs shall provide queuing space for at least 3 vehicles in advance of the menu board and 3 vehicles between the menu board and pick-up window	
Sales of Merchandise		
Garden Center, Building Supplies Sales	1 space per 250 sq. ft. of gross floor area plus 1 space per 2,000 sq. ft. of outside sales or display area	
Furniture and Appliance Sales	1 space per 800 sq. ft. of gross floor area	
General Retail	1 space per 250 sq. ft. of gross floor area	Includes any retail uses not specifically listed in this table
Shopping Center	1 space per 250 sq. ft. of gross floor area	Shared parking provisions (Section 154.210.G. of this Article) are encouraged to be used where applicable

Use	Minimum Parking Requirement	Notes
Wayside Stand	1 space per 400 sq. ft. sales area	Spaces need not be paved, but shall be adequately separated and screened from the street and adjacent properties, as determined by the Planning Director
Wholesaling	1 space per 250 sq. ft. of indoor sales area plus 1 space per 2,000 square feet of storage area	
Automobile/Vehicular Uses		
Automobile Maintenance Services, Commercial Vehicle Repair, Gas Station	1 space per 250 sq. ft. of gross floor area used for sales or customer service plus 2 spaces per service bay	Service bay shall not be counted as a parking space
Automobile Parts/Supply	1 space per 250 sq. ft. of indoor sales area plus 1 space per <u>2,000</u> square feet of storage area	
Automobile Rental	1 space per 250 sq. ft. of gross floor area plus adequate storage space for rental vehicles maintained on site	
Car Wash	1.5 spaces per bay, plus 4 stacking spaces per bay, plus 1 space per employee on the largest shift,	
Vehicle Sales and Storage Lots	1 space per 250 sq. ft. of indoor sales area plus 1 space per 2,000 sq. ft. of outside sales or display area and 1 space per 2,000 square feet of storage area	
Outdoor Recreation Uses		
Campgrounds and Trailing	1 space per site, plus spaces required for other uses	
Golf Course	5 spaces per hole plus additional space for meeting or restaurant facilities	
Marina	As determined by the Planning Director	Parking study may be required for large or multiple-use facilities
Outdoor Entertainment	As determined by the Planning Director	

Use	Minimum Parking Requirement	Notes
Outdoor Recreation Facility	1 space per 3 persons based on maximum occupancy load, plus 1 space per employee on the largest shift or as determined by parking study	Parking study may be required for large or multiple-use facilities
Parks and Open Areas	No requirement	
Restricted Recreation	As determined by the Planning Director	Parking study may be required
Swimming pool	1 space per 150 square feet of pool area	
Indoor Recreation/Entertainment		
Adult Establishment	1 space per 250 sq. ft. of gross floor area	
Indoor Athletic Facility	1 space per 250 square feet floor area plus 2 spaces per tennis or racquet games court and 1 space per 150 square feet of pool area	
Indoor Recreation	Bowling alleys: 5 spaces per lane Other facilities: 1 space per 3 persons based on maximum capacity	
Agricultural and Related Uses		
Agricultural Production and Services;	No requirement	
Agricultural Support	1 space per 300 sq. ft. of indoor sales or office area plus 1 space per 1,000 sq. ft. of outside sales or display area and 1 space per 2,000 square feet of storage area	
Forestry Operations	As determined by the Planning Director	
Production, Processing and Storage		
Non-production Industrial Light Industrial Heavy Industrial	1 space per 1,000 sq. ft. gross floor area up to 20,000 sq. ft. plus 1 space per 2,000 sq. ft. in excess of 20,000 sq. ft., or per 5 regular employees, whichever is greater.	Additional parking may also be required for office or retail space, as specified in this table Includes other industrial uses largely carried on in enclosed buildings and not individually listed

Use	Minimum Parking Requirement	Notes
Motor freight and warehousing	1 space per 300 sq. ft. of office or sales area, plus 1 space per 3,000 sq. ft. of storage area	
Landfill, Resource Extraction, Salvage/Recyclable Center	2 spaces per 3 employees on the largest shift, based on maximum planned employment	Includes other industrial uses largely carried on outdoors
Utilities, Transportation and Communications		
Air transportation	As determined by the Planning Director	
Broadcasting or Communication Tower	No requirement	
Essential Services	As determined by the Planning Director	
Local Transit, Railroad Transportation	2 spaces per 3 employees on the largest shift, based on maximum planned employment	
Accessory Uses		
Animals, Domestic	No requirement	
Home Occupation	No requirement unless specified in Conditional Use Permit	
Bed and breakfast	1 space per guest room in addition to dwelling unit requirements	
Family Day Care, Group Family Day Care	1 space per employee not residing on the premises plus one drop-off space	
Kennel, Private; Stable, Private	No requirement	
Interim Uses		
Interim Use	As determined by the Planning Director	

§ 154.211 Off-Street Loading Areas.

Off-street loading space shall be provided in all districts for any nonresidential use which will involve the receipt or distribution of materials or merchandise by trucks or similar vehicles and has a gross floor area of five thousand (5,000) square feet or more, in accordance with the following standards. Off-street loading area requirements may be waived in the Village Mixed-Use District (VMX).

- A. *Number.* For facilities with less than twenty thousand (20,000) square feet gross floor area, a designated loading zone may be provided on site, rather than constructing a loading berth. For facilities with twenty thousand (20,000) square feet gross floor area or greater, one (1) off-street loading berth shall be provided for every thirty thousand (30,000) square feet gross floor area or fraction thereof.

- B. *Location.* All required loading berths shall be off-street. A loading berth shall be located at least twenty-five (25) feet from the intersection of two street rights-of-way and at least fifty (50) feet from a residential district unless within a building. Loading berths shall not occupy the required front yard setback.
- C. *Size.* Unless otherwise specified in this chapter, a required loading berth shall be not less than twelve (12) feet in width, fifty (50) feet in length and fourteen (14) feet in height, exclusive of aisle and maneuvering space.
- D. *Access.* Each required loading berth shall be located with appropriate means of vehicle access to a street or public alley in a manner which will least interfere with traffic. Driveway design is specified in Section 154.209 of this Article.
- E. *Surfacing.* All loading berths and access ways shall be improved with a durable material to control the dust and drainage.
- F. *Accessory use.* Any space allocated as a loading berth or maneuvering area in accordance with this Section shall not be used for the storage of goods, inoperable vehicles or required off-street parking.

SECTION 7. Effective Date. This ordinance shall become effective immediately upon adoption and publication in the official newspaper of the City of Lake Elmo.

SECTION 8. Adoption Date. This Ordinance 08-078 was adopted on this seventh day of May 2013, by a vote of ____ Ayes and ____ Nays.

LAKE ELMO CITY COUNCIL

Mike Pearson, Mayor

ATTEST:

Adam Bell, City Clerk

This Ordinance 08-078 was published on the ____ day of _____, 2013.

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

RESOLUTION NO. 2013-36

**RESOLUTION AUTHORIZING PUBLICATION OF ORDINANCE 08-078
BY TITLE AND SUMMARY**

WHEREAS, the City Council of the City of Lake Elmo has adopted Ordinance No. 08-078, an ordinance to the City's regulations pertaining to Off-Street Parking and Loading; 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. 08-078 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. 08-078, which replaces the current sections of the City Code pertaining to Off-Street Parking and Loading. The revised ordinance includes the following revisions from the previous ordinance:

- The inclusion of new parking standards related to location, design and maintenance of parking areas;
- The incorporation of new dimensional standards for different parking types or designs;
- Establishment of required parking quantities for all use classifications in the Lake Elmo Zoning Code; and
- Establishment of a required number of loading births per the square footage of a facility.

The full text of Ordinance No. 08-078 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: May 7, 2013.

Mike Pearson
Mayor

ATTEST:

Adam Bell
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.



MAYOR AND COUNCIL COMMUNICATION

DATE: 5/07/2013

REGULAR

ITEM #: 15

RESOLUTION

AGENDA ITEM: Minor Comprehensive Plan Amendment – Lake Olson Area Sewer Service Area
SUBMITTED BY: Kyle Klatt, Planning Director
THROUGH: Dean Zuleger, City Administrator
REVIEWED BY: Nick Johnson, City Planner
Jack Griffin, City Engineer
Planning Commission

SUGGESTED ORDER OF BUSINESS:

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

SUMMARY AND ACTION REQUESTED:

The City Council is being asked to consider a minor amendment to the Lake Elmo Comprehensive Plan in order to identify an area along Olson Lake Trail in the Plan that could be served with public sanitary sewer service. This request follows recent action by the Council to prepare a feasibility report concerning a proposal to extend sewer from the City of Oakdale along Olson Lake Trail in conjunction with other improvements that are planned for the area. The City has not previously planned for public sewer service outside of the Village planning area and I-94 corridor, and therefore must update the Comprehensive Plan before the Olson Lake Trail project may commence.

Staff recommends that the City Council adopt the Comprehensive Plan Amendment through the following motion:

“Move to adopt Resolution No. 2013-037 approving an amendment to Chapter VI of the Lake Elmo Comprehensive Plan expanding the City’s public sewer service area.”

BACKGROUND AND STAFF REPORT:

The City of Lake Elmo was approached by the City of Oakdale in early 2012 to consider participating in a joint project that would extend sanitary sewer service to properties along Olson Lake Trail that are currently on private treatment systems. The request for service was initiated by two property owners within the City of Oakdale; however, the proposed extension involves improvements within the Olson Lake Trail right-of-way, which serves as the boundary between the two municipalities. Because this work would be performed along a municipal boundary, both Cities recognized an opportunity to provide a potential benefit (and perhaps address future needs) for property owners in the area.

As part of the process of preparing a feasibility report, the City has solicited comments from the property owners that could receive sewer service. A majority of the property owners that could be served have expressed support for the project.

Staff has drafted the attached amendments to Chapter VI of the Comprehensive Plan (Wastewater Facilities) in order to support the proposed project to extend sewer services to a small area along Olson Lake Trail. The revisions as drafted include text amendments to the first two pages of this Chapter along with a new map that identifies the area to be served. Please note that the service area as depicted in the map is somewhat larger than will be served by the initial joint public works project. This will allow the City to design the initial project in a manner that will permit additional connections in the future should the opportunity arise.

In preparation for the Olson Lake Trail amendments, Staff also noted that there is some additional language that could be updated to more accurately reflect the time line for future sewer projects. These changes have also been included in the draft document, and primarily relate to the previous expectation in the Comprehensive Plan that sewer service would have been provided to the Village area in 2007. With the recently approved amendments to the City's Land Use Plan, Staff does intent to prepare a more significant amendment to the wastewater facilities chapter that will bring this section of the Plan into conformance with the new land use chapter. For now, the City Council is being asked to consider a smaller amendment in order to keep the potential joint project with Oakdale moving forward.

The executive summary from the Olson Lake Trail Sanitary Sewer Extension Feasibility Report has been attached in order to provide the City Council with more detailed information about the proposed project.

PLANNING COMMISSION REPORT

The Planning Commission conducted a public hearing on the proposed Comprehensive Plan amendment at its April 22, 2013 meeting. One resident who lives outside of the project area spoke in favor of the amendment as proposed, and encouraged the City to consider other opportunities to provide municipal services to areas that lack these services in the future.

The Commission discussed minor revisions to the amendment as drafted in order to better reflect changes that have occurred since the Wastewater Facilities plan was prepared in 2005. The Planning Commission's recommended changes have been incorporated into the attached document. The Commission unanimously recommended approval of the Comprehensive Plan amendment with the minor changes as noted above.

RECOMMENDATION:

Staff recommends that the City Council adopt the Comprehensive Plan Amendment through the following motion:

"Move to adopt Resolution No. 2013-037 approving an amendment to Chapter VI of the Lake Elmo Comprehensive Plan expanding the City's public sewer service area."

ATTACHMENTS:

1. Resolution No. 2013-037
2. Proposed Text Amendments to Chapter VI of the Comprehensive Plan
3. Sewer Service Area – Tri Lakes Map
4. Executive Summary from Olson Lake Trail Sanitary Sewer Extension Feasibility Report

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

RESOLUTION NO. 2013-37

**APPROVING AN AMENDMENT TO THE CITY OF LAKE ELMO
COMPREHENSIVE PLAN**

WHEREAS, the City of Lake Elmo ("City") has established a Comprehensive Plan that provides a compilation of background data, policy statements, standards, and maps, which help to guide the future physical, social, and economic development of the City; and

WHEREAS, The City has received a request from the City of Oakdale to consider participating in a joint project that would extend sanitary sewer service to a limited number of properties along Olson Lake Trail that are currently on private treatment systems; and

WHEREAS, based on feedback from residents along Olson Lake Trail that would benefit from an extension of sewer from the City of Oakdale, City has agreed to participate in a joint project to extend sewer to a limited number of residences in Lake Elmo, and

WHEREAS, this area was not previously identified by the City as a future sewer service area and the City has therefore prepared an amendment to Chapter VI of the Lake Elmo Comprehensive Plan (Wastewater Facilities) in order to revise the Metropolitan Urban Service Area (MUSA) for the City to include homes along Olson Lake Trail that may be served by an extension of sewer service from the City of Oakdale in the future; and

WHEREAS, the Lake Elmo Planning Commission held a public hearing on April 22, 2013 to consider the request to amend the Comprehensive Plan; and

WHEREAS, on April 22, 2013 the Lake Elmo Planning Commission adopted a motion to recommend that the City Council approve the request to amend the Comprehensive Plan; and

WHEREAS, the City Council reviewed the recommendation of the Planning Commission and the proposed amendment to the Comprehensive Plan at its May 7, 2013 meeting.

NOW, THEREFORE, based upon the testimony elicited and information received, the City Council makes the following:

FINDINGS

- 1) That the Comprehensive Plan amendment would revise Chapter VI – *Wastewater Facilities* of the Lake Elmo Comprehensive Plan to expand the City's MUSA boundary and to identify

a portion of the residential lots along Olson Lake Trail that will be connected to municipal sanitary sewer service in the future. Said Comprehensive Plan Amendment includes a map of the properties to be served.

- 2) That the City has conducted a feasibility study that documents it is reasonable and cost-effective for the City to provide sanitary sewer service to the identified properties along Olson Lake Trail.

NOW, THEREFORE, BE IT RESOLVED, that based on the foregoing, the Lake Elmo City Council hereby approves an amendment to Chapter VI – *Wastewater Facilities* of Lake Elmo Comprehensive Plan to serve a limited number of residential lots along Olson Lake Trail with public sanitary sewer service, subject to and contingent upon the following:

- 1) Submission of the Comprehensive Plan Amendment to the Metropolitan Council and the receipt of formal notification from the Metropolitan Council that its review has been completed and approved.

ADOPTED BY THE LAKE ELMO CITY COUNCIL ON THE SEVENTH DAY OF MAY, 2013.

CITY OF LAKE ELMO

By: _____
Mike Pearson
Mayor

(Seal)
ATTEST:

Adam Bell
City Clerk

WASTEWATER FACILITIES

Sanitary Sewer System

Background

The City of Lake Elmo's sewer plan is based on the Memorandum of Understanding approved by the City of Lake Elmo and the Metropolitan Council dated January 27, 2005. This plan meets the intent of that agreement.

Existing Sanitary Sewer

The Southeast 1/4 of Section 33 is within the MUSA Boundary at this time. By agreement with the City of Oakdale this area discharges to a City of Oakdale sanitary sewer main in Hudson Boulevard. From there it enters the WONE interceptor. Under the agreement with the City of Oakdale, Lake Elmo is limited to the amount it can discharge.

Sanitary Sewer Plan

The MCES plans to extend a new sewer connection for the City of Lake Elmo to serve the east 1/2 of Section 33 and the southwest 1/4 of Section 34 ~~in-sometime after 2007~~. The connection will be near the City's existing lift station, and that lift station will continue to be active and maintained by the City.

The MCES will extend the Cottage Grove Ravine interceptor to serve the remainder of the City south of 10th Street, and the Old Village area ~~in-sometime after 2007. However, full capacity of that pipe will not be realized until 2010 when downstream improvements are made. This should not affect the City's staging plans for municipal sewer service.~~

The City will extend a forcemain from the MCES interceptor to the Old Village Area. This forcemain will be designed to serve the planned ~~600-900~~ new units, ~~500-200~~ existing units ~~and a yet-to-be-determined number of future units~~. The City plans to build this forcemain ~~in 2006 or~~ sometime after 2007.

The remainder of the City south of 10th Street, except Cimarron, will be served by gravity sanitary sewer beginning in 2015. It is not certain when Cimarron will connect to the regional sewer. Cimarron will need to install a lift station in order to be served by regional sewer.

The existing units in Cimarron are assumed to be served by regional sewer between 2015 and 2030. That flow is not included in the forecasts.

The existing homes and business in the Old Village area of Lake Elmo are assumed to be served by regional sewer between 2010 and 2030. That flow has not been included in the forecasts.

The City has identified an area along Olson Lake Trail in the Tri-Lakes area that will be served with public sanitary sewer via an extension from the City of Oakdale. The City of Lake Elmo will work with the City of Oakdale to connect existing homes as public projects occur or as when otherwise feasible to make these connections.

Requirements for Areas Served by the Regional System

1. Community Forecast of Households and Employment for Areas Served by Regional Sewer Service (SAC Units)

Year	New Households				Employment		
	W.O.N. E	Cott Gr. Old Village	Cottage Grove S of 10th	Total	W.O.N.E	Cottage Grove	Total
2005	0	0	0	0	100	0	100
2006	0	125	0	125	152	0	152
2007	0	250	0	250	204	0	204
2008	0	320	0	320	256	0	256
2009	0	390	0	390	308	0	308
2010	0	460	0	460	360	0	360
2011	0	530	0	530	384	0	384
2012	280	600	0	880	408	0	408
2013	560	600	0	1160	432	0	432
2014	840	600	0	1440	456	0	456
2015	1120	600	0	1720	480	0	480
2016	1120	600	100	1820	480	64	544
2017	1120	600	270	1990	480	128	608
2018	1120	600	440	2160	480	192	672
2019	1120	600	610	2330	480	256	736
2020	1120	600	780	2500	480	320	800
2021	1120	600	950	2670	480	384	864
2022	1120	600	1120	2840	480	448	928
2023	1120	600	1290	3010	480	512	992
2024	1120	600	1460	3180	480	576	1056
2025	1120	600	1630	3350	480	640	1120
2030	1120	600	2480	4200	480	920	1400

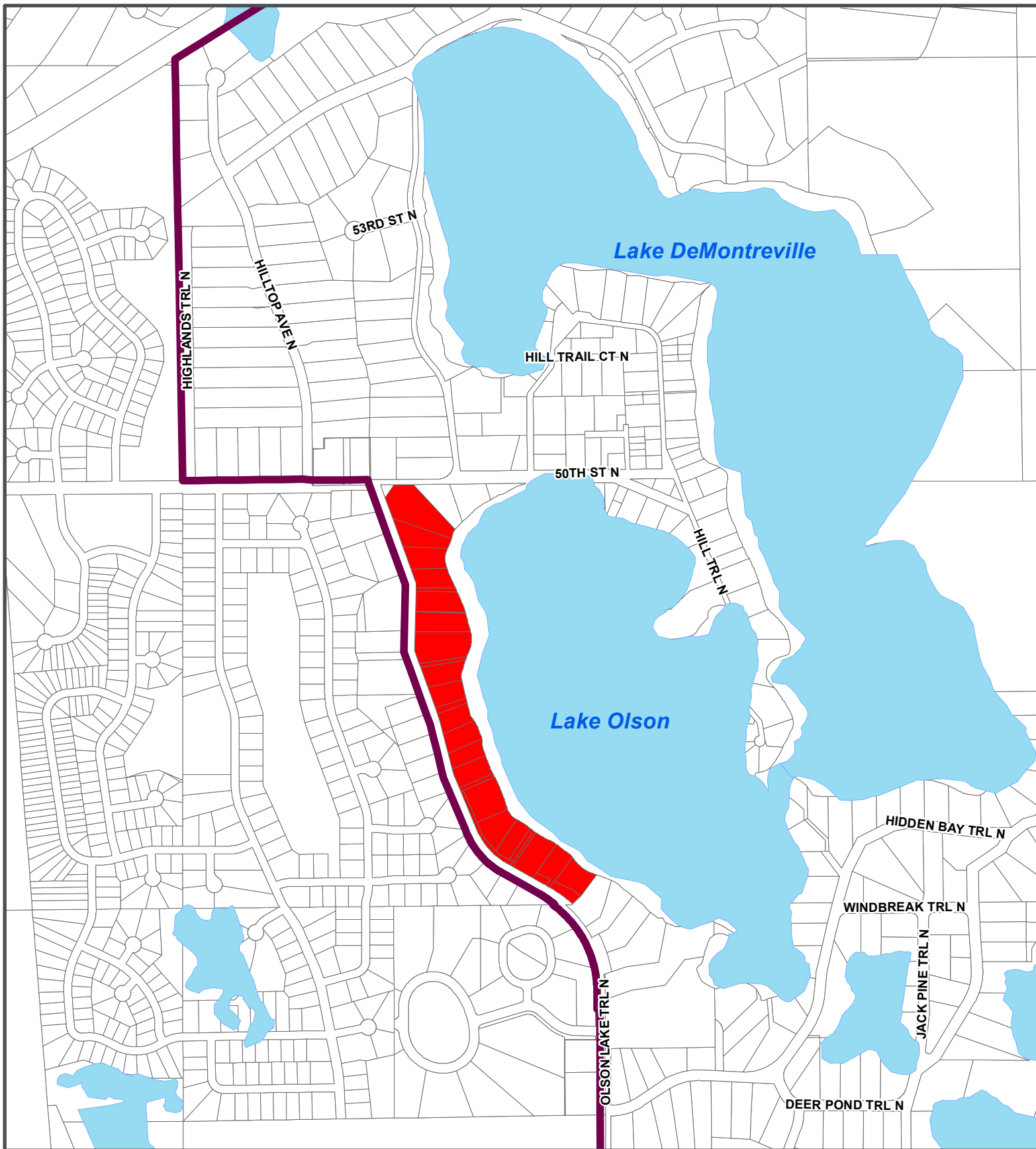
2. Sanitary Sewer Plan Maps.

The Staging Plan Map shows sewer service staging in 5 year increments and future land use. The staging plan will be revised to reflect any updates to the Memorandum of Understanding between the City and the Metropolitan Council.

The Sewer Service Area – Tri Lakes map shows the sewer service area for existing homes to be provided with service along Lake Olson. There is no specific time frame identified for this area, but connections are expected to occur beginning in 2013.

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Sewer Service Area - Tri Lakes

Lake Elmo Comprehensive Plan Update



Map Date:
April 22, 2013



0 125 250 500 750 1,000
Feet

 Future Public
Sewer Service Area

**OLSON LAKE TRAIL
SANITARY SEWER EXTENSION**

**CITY OF LAKE ELMO PROJECT NO. 2012.124
CITY OF OAKDALE PROJECT NO. 2012-05**

EXECUTIVE SUMMARY

This feasibility report has been prepared in response to a petition for sanitary sewer improvements by two (2) property owners in the City of Oakdale. With the proposed sewer alignment to be located along Olson Lake Trail (CR 13), a shared border with the City of Lake Elmo, both cities agreed to study the feasibility of jointly extending sanitary sewer service to properties abutting the proposed project. Benefitting properties would include the two (2) properties located in the City of Oakdale and four (4) properties located in the City of Lake Elmo.

The proposed improvements include the extension of an 8-inch gravity sanitary sewer line 550 feet north from Oakdale's existing lift station (located in an easement on 7814 Upper 45th Street). These improvements are recommended for construction in 2013. The sanitary sewer line is proposed to be located in the ditch on the west side of the street in order to minimize costs and protect the pavement on Olson Lake Trail. Individual grinder pump stations will be installed as part of the project for the Lake Elmo properties. Grinder pump stations are required for the properties along the east side of the road due to the relative elevation of the existing homes as compared to the roadway and existing sewer depths. Oakdale properties would be served by gravity sewer. Sewer service lines would be installed to the property line for each benefitting property, with the Lake Elmo service lines bored under the road to the east right-of-way. Property owners would then be responsible at their cost for connecting to the new service connection pipe, any internal plumbing required at the home, connecting the grinder pump station to their home, if applicable, and disposing of their existing sewage treatment system. The initial project as proposed in this report will extend the sewer north to two (2) benefitting properties in Oakdale and four (4) benefitting properties in Lake Elmo. The total estimated project cost for this improvement is \$128,000.

This Report recommends that this project be implemented and assessed with consideration given to a larger sewer service area. While this initial project is recommend for construction in 2013, a future extension of this sanitary sewer main is likely needed and desired in the near future. The ultimate sanitary sewer extension continues north to 50th Street and will provide sanitary sewer service to an additional 18 properties; seven (7) properties located in the City of Oakdale and eleven (11) properties

located in the City of Lake Elmo. Because the sewer alignment and configuration along the entire corridor is integral to serving all of the properties, it was determined that the most equitable assessment methodology is to levy an equal value assessment against all 24 benefitting properties. The equal value assessment would be determined by the estimated costs for the initial and future project as though constructed as one project. The estimated project cost for the extension of sanitary sewer from the existing lift station, north to 50th Street is \$444,000. Assessing 100% of the estimated project costs to each of the twenty four (24) benefitting properties equates to an assessment amount of \$18,500. While this assessment methodology is considered fair and equitable, the cities must consider the risk of levying a uniform assessment for the initial project. Should the future extension project not be constructed, this will result at best in the cities carrying project costs until the future project is completed, and potentially never recovering the costs if the future project is not completed.

This report further recommends that this future extension project be constructed sometime between 2014 and 2016 to coordinate the construction with the Washington County road resurfacing project, scheduled in the County's 5-year CIP. By completing the projects together a cost savings is realized by sharing the road restoration costs. The proposed uniform assessment assumes shared restoration costs with Washington County.

By code, Oakdale and Lake Elmo residents are required to connect to the sewer system within one year after sewer becomes available to their property. When a property connects to city sewer, they must also pay a \$550 Sewer Availability Charge (SAC), a \$352 Water Meter Fee, a \$66 Permit Application Fee, and a \$2,435 Metropolitan Council Sewer Availability Charge. These are the fee rates for 2013, which are subject to change in subsequent years. As the owner of the sewer system, the City of Oakdale administers the services and receives these amounts from both Oakdale and Lake Elmo properties. A Joint Powers agreement between the cities will need to be executed to facilitate the connection of Lake Elmo properties to the Oakdale sewer system. Oakdale uses the winter quarter water use to determine sewer flows year round for billing purposes. Water use is measured through a water meter installed on the private well.

Project cost details are included in the Appendix. The recommended Project Improvements are necessary, cost-effective, and feasible and will result in a benefit to the properties proposed to be assessed. It is recommended that the City Council accept this Report, hold the public hearing, and order the improvements.



MAYOR AND COUNCIL COMMUNICATION

DATE: 5/07/2013

REGULAR

ITEM #: 16

RESOLUTION

AGENDA ITEM: Construction Observation Support Services – Resolution Approving Joint Powers Agreement with the City of Maplewood

SUBMITTED BY: Jack Griffin, City Engineer

THROUGH: Dean A. Zuleger, City Administrator

REVIEWED BY: Adam Bell, City Clerk
Cathy Bendel, Finance Director

SUGGESTED ORDER OF BUSINESS:

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

SUMMARY AND ACTION REQUESTED:

The City Council is respectfully requested to consider approving a Joint Powers Agreement with the City of Maplewood to allow Lake Elmo to utilize Maplewood Engineering staff to provide construction observation services for the Keats MSA Street and Trunk Watermain Improvement project, and perhaps other city projects. The recommended motion for this action is as follows:

“Move to approve Resolution No. 2013-38, Approving the Joint Powers Agreement with the City of Maplewood for the Utilization of Engineering Support Staff.”

BACKGROUND AND STAFF REPORT:

On April 16, 2013 the council awarded a construction contract for the Keats MSA Street and Trunk Watermain Improvement project. The project design was completed by TKDA, Inc. under the review and coordination of FOCUS Engineering. Construction on this project will begin the week of May 13.

FOCUS Engineering approached the Maplewood engineering staff to discuss the possibility of entering a Joint Powers Agreement for the purpose of sharing engineering support staff for construction observation and other related technical services. More specifically, FOCUS Engineering was interested in requesting the services of an experienced Construction Technician familiar with State Aid projects to provide construction observation services for Lake Elmo’s Keats MSA Street and Trunk Watermain project. This

idea was pursued after learning that the City of Maplewood may be experiencing a one year reduction in department workload due to a delay in the Maplewood 2013 neighborhood street reconstruction project.

This request was positively received by the Maplewood Engineering department and resulted in the development of a Joint Powers Agreement to facilitate this request. An experienced Maplewood engineering technician with the proper MnDOT construction certifications was identified for the project and interviewed by FOCUS staff to verify qualifications for the work.

Both Lake Elmo and Maplewood engineering staff are excited about this new partnership and look forward to this win-win arrangement. The Maplewood City Council approved this agreement at their April 19, 2013 meeting.

The total project budget as presented and approved by the council includes sufficient funding for this engineering service to be provided by an outside consultant. However, through the Joint Powers Agreement it is anticipated that the City will experience a significant savings in project engineering fees.

Summary of Agreement Terms:

- Lake Elmo may contract the services of a qualified Maplewood engineering employee for construction observation and other related technical services.
- The assigned worker remains under the direct supervision of Maplewood; and Maplewood continues to assume all costs associated with the employee.
- For the Lake Elmo projects, the assigned worker will be under the work direction of the Lake Elmo City Engineer, or his designee.
- Lake Elmo will compensate Maplewood for services rendered in the amount of 1.75 times the hourly base salary of the assigned worker times the number of hours worked on Lake Elmo projects and services. Overtime rate will remain at the hourly base times the multiplier.
- Lake Elmo will reimburse Maplewood for mileage to and from, and upon the jobsite at a rate of \$0.565 per mile.

RECOMMENDATION:

Staff is recommending that the City Council approve Resolution 2013-37, approving a Joint Powers Agreement with the City of Maplewood to allow Lake Elmo to utilize Maplewood Engineering staff to provide construction observation services for the Keats MSA Street and Trunk Watermain Improvements project, and perhaps other city projects. The recommended motion for this action is as follows:

“Move to approve Resolution No. 2013-38, Approving the Joint Powers Agreement with the City of Maplewood for the Utilization of Engineering Support Staff.”

ATTACHMENT(S):

1. Resolution No. 2013-38
2. Joint Powers Agreement for Utilization of Engineering Staff between Lake Elmo and Maplewood

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

RESOLUTION NO. 2013-38

**A RESOLUTION APPROVING A JOINT POWERS AGREEMENT
BETWEEN THE CITY OF MAPLEWOOD AND THE CITY OF LAKE
ELMO FOR CONSTRUCTION OBSERVATION SUPPORT SERVICES**

WHEREAS, LAKE ELMO and MAPLEWOOD provide engineering and technical support services for their communities; and

WHEREAS, LAKE ELMO has a need for construction observation support services for the Keats MSA Street and Trunk Watermain Improvement Project and for other projects from time to time; and

WHEREAS, MAPLEWOOD has Engineering support staff and other technical employees that are able to provide the services required by LAKE ELMO; and

WHEREAS, Minnesota Statute 471.59 authorizes political subdivisions of the State to enter into Joint Powers Agreements for the joint exercise of powers common to each, and also authorizes one of the parties to an agreement to exercise powers on behalf of another party.

NOW, THEREFORE, BE IT RESOLVED,

1. That the City Council approves the Joint Powers Agreement with the City of Maplewood.
2. That the Mayor and City Administrator are hereby authorized and directed to execute said agreement.

**ADOPTED BY THE LAKE ELMO CITY COUNCIL ON THE SEVENTH DAY OF
MAY, 2013.**

CITY OF LAKE ELMO

By: _____
Mike Pearson
Mayor

(Seal)

ATTEST:

Adam Bell
City Clerk

**JOINT POWERS AGREEMENT
FOR THE UTILIZATION OF ENGINEERING SUPPORT STAFF BY THE CITY
OF LAKE ELMO AND THE CITY OF MAPLEWOOD**

THIS AGREEMENT entered into by and between the **CITY OF MAPLEWOOD ("MAPLEWOOD")**, a Minnesota municipal corporation, and the **CITY OF LAKE ELMO ("LAKE ELMO")**, a Minnesota municipal corporation, is effective upon the execution of this Agreement by the named officers of both cities.

RECITALS

WHEREAS, LAKE ELMO and MAPLEWOOD provide engineering and technical support services for their communities; and

WHEREAS, LAKE ELMO has a need for additional construction observation services from time to time; and

WHEREAS, MAPLEWOOD has Engineering support staff and other technical employees that are able to provide the services required by LAKE ELMO; and

WHEREAS, Minnesota Statute 471.59 authorizes political subdivisions of the State to enter into Joint Powers Agreements for the joint exercise of powers common to each, and also authorizes one of the parties to an agreement to exercise powers on behalf of another party.

NOW, THEREFORE, it is mutually stipulated and agreed to as follows:

1. SERVICES.

A. MAPLEWOOD shall provide to LAKE ELMO construction observation services and related technical services for LAKE ELMO'S Keats MSA Street and Trunk

Watermain Improvements project to be constructed in 2013, and at such times as are agreed to pursuant to Provision 1D below.

B. This contract is intended to be a service contract between the two Cities. It is expressly understood that MAPLEWOOD will be acting as an independent contractor to LAKE ELMO. The parties agree that a MAPLEWOOD employee providing services under this contract to LAKE ELMO ("Assigned Worker") shall remain an employee of MAPLEWOOD and shall not be an employee of LAKE ELMO.

C. MAPLEWOOD shall be solely responsible for compensating the Assigned Worker(s) engaged in providing construction observation and related technical services under this Agreement, including any overtime wages incurred, as well as any insurance or employee benefits provided under the policies or agreements of MAPLEWOOD. In addition, MAPLEWOOD shall be solely responsible for training, workers' compensation, reemployment insurance benefits, and other employee related laws, including OSHA, ERISA, RLSA, and FMLA. MAPLEWOOD shall retain the sole authority to control the Assigned Worker(s), including the hiring, discipline, and termination of said Assigned Worker(s).

D. LAKE ELMO and MAPLEWOOD shall coordinate the scheduling of services to be performed under this Agreement through their respective City Manager/Administrator, or the City Manager/Administrator's designee. No service shall be provided unless both Cities approve the performance of such service.

E. Each Assigned Worker will be under the direct supervision of MAPLEWOOD for the purpose of performance review and any discipline related issues.

It is understood that while the Assigned Worker is providing services for LAKE ELMO, the Assigned Worker will be under the work direction of the LAKE ELMO City Engineer or his or her Designee. LAKE ELMO shall notify MAPLEWOOD of any and all complaints about the services rendered by an Assigned Worker and cooperate in the documentation, investigation, and resolution of the same in any manner.

F. All costs related to training, licensing, equipment, and other matters concerning the professional development of the Assigned Worker(s) necessary to provide services contemplated by this Agreement shall be borne by MAPLEWOOD.

2. PAYMENT. LAKE ELMO will compensate MAPLEWOOD for services rendered in the amount of 1.75 times the hourly base salary of the Assigned Worker(s) times the number of hours worked by such Assigned Worker(s). Overtime rate will remain at the hourly base times the multiplier. Mileage to and from the jobsite and upon the jobsite shall be compensated at a rate of \$0.565 per mile. LAKE ELMO shall make monthly payments, upon presentation of a monthly billing equal to costs incurred for that month.

3. INDEMNIFICATION. MAPLEWOOD agrees to assume sole liability for any negligent or intentional acts of its Assigned Worker(s) while performing the assigned duties within the jurisdiction of LAKE ELMO. Each City agrees to indemnify, defend, and hold harmless the other from any claims, causes of action, damages, loss, cost or expenses including reasonable attorney's fees resulting from or related to the actions of the indemnifying City, its officers, agents or employees in the execution of the duties outlined in this Agreement. Nothing in this agreement shall constitute a waiver of

the statutory limits on liability set forth in Minnesota Statutes Chapter 466 or a waiver of any available immunities or defenses.

4. TERMINATION, SEVERABILITY.

A. This Agreement may be terminated at any time by either City, with or without cause, by giving the other City written notice of such termination at least sixty (60) days prior to the date of such termination. The date of termination shall be stated in the notice.

B. Upon termination, any and all records or property of the respective Cities will be returned to the City who is the owner of such records or property within 3 days.

C. This Agreement is governed by the laws of the State of Minnesota.

D. In the event that any provision of this Agreement is held invalid, the other provisions remain in full force and effect.

5. REVISIONS TO AGREEMENT. Both parties acknowledge that modifications to this Agreement may be necessary to ensure an effective, on-going working relationship. To that end, LAKE ELMO and MAPLEWOOD shall use their best efforts to ensure the viability of this Agreement into the future. However, any alterations, variations, modification, or waivers of provisions to this Agreement will only be valid when they have been reduced to writing and duly signed by both parties hereto.

6. NOTICES. Any notice to be given by either party upon the other under this Agreement shall be properly given: a) if delivered personally to the City Manager of the other City, or b) if mailed to the other City by United States registered or certified mail, return receipt requested, postage prepaid, addressed in the manner set forth below.

If to Lake Elmo: City of Lake Elmo
 Lake Elmo City Hall
 3800 Laverne Avenue N
 Lake Elmo, MN 55042
 Attn: City Administrator

If to Maplewood: City of Maplewood
 Maplewood City Hall
 1830 County Road B East
 Maplewood, MN 55109
 Attn: City Manager

Notices shall be deemed effective on the date of receipt if given personally, or on the date of deposit in the U.S. mails if mailed. Any party may change its address for the service of notice by giving written notice of such change to the other party, in any manner above specified, 10 days prior to the effective date of such change.

7. **COMMENCEMENT DATE.** This Agreement shall commence on the date that the party who signs this Agreement last signs this Agreement.

IN WITNESS WHEREOF, the Cities of MAPLEWOOD and LAKE ELMO have caused this Agreement to be duly executed on the day and year entered below.

Dated: _____

CITY OF MAPLEWOOD

By: _____
Will Rossbach
Its Mayor

By: _____
James W. Antonen
Its City Manager

Dated: _____

CITY OF LAKE ELMO

By: _____
Mike Pearson
Its Mayor

By: _____
Dean A. Zuleger
Its Administrator



MAYOR & COUNCIL COMMUNICATION

DATE: 5/07/2013

REGULAR

ITEM: 17

AGENDA ITEM: Perfecting Amendments to 97.21 Watercraft and Water Surface Regulations, 97.22 Winter Lake Use Regulations and 97.23 Prohibited Structures and Uses

SUBMITTED BY: Dean Zuleger, City Administrator, at the request of Mayor Mike Pearson

THROUGH: Mayor Michael Pearson

REVIEWED BY: Dean Zuleger, City Administrator,
Washington County Sheriff's Department and MNDNR

SUGGESTED ORDER OF BUSINESS:

- Introduction of Item City Administrator
- Report/Presentation.....City Administrator
- Questions from Council to Staff Mayor Facilitates
- Public Comment (20 Minutes) Mayor Facilitates
- Call for Motion Mayor & City Council
- Discussion..... Mayor & City Council
- Action on Motion..... Mayor Facilitates

SUMMARY AND ACTION REQUESTED: To approve perfecting amendments to City Ordinances regulating watercraft regulations (ss 97.21), winter lake use regulations (ss 97.22) and prohibited structures and uses (ss 97.23) adopted by the City Council on April 16th, 2013. The amendments (attached and highlighted in gray) seek to bring current ordinances into compliance with regular practices of the Washington County Sheriff's Department and the MN Department of Natural Resources for the use of Lake Elmo lakes (Lake Elmo, Olson Lake, Lake Demontreville, Lake Jane).

BACKGROUND INFORMATION: As a follow-up to ordinance changes approved on April 16, 2013, Mayor Mike Pearson and Council requested that meetings be held with the Washington County Sheriff's Department and the MNDNR Water and Boat Safety staff to address concerns brought up during the public comment period on April 16, 2013. A meeting was held with the Washington County Sheriff's Water Patrol Division with Commander Jerry Cusick to review the

ordinance passed on April 16, 2013, Sheriff Hutton was also in attendance. The following information was obtained during this meeting;

- There is no major water safety / lake use violation history on the Tri-Lakes at this time – this includes reports of disturbance at the Catholic Complex;
- The Sheriff's Department prefers ordinances that are uniform but will enforce the City policy as long as lakes are properly signed as to use expectations;
- Tri-Lakes are patrolled by a mobile patrol with enforcement not starting until noon (unless called);
- Lake Elmo will have a full time patrol this summer;
- Buoy placement is enforced using MN Boat and Safety Rules 6110.1800 and that should be clearly stated in our ordinance;
- The Sheriff's Department concurs with restoring the counter-clockwise provisions on all lakes.

On April 30, 2013, the City met with the MNDNR staff (Elverum, Linnel) to discuss the currently adopted ordinance prior to sending it officially to the Water and Boat Safety staff for approval. The following information was obtained during this meeting:

- The City has the primary authority to set surface water use regulations with MDNR review;
- The review would use the basic tenants of safety, equality & fairness of use, and public sentiment as review criteria;
- MNDNR ordinance review includes field personnel review familiar with the lakes; (ie Shodeen);
- Current ordinance meets basic tenants of MNDNR policy with exception of a clear enforcement clause and penalties for violation;
- There is nothing in the rule / statute that mandate a uniform time need to be established within a community, recognizing that lakes have different use patterns and personalities. It was suggested that perhaps Lake Elmo would want to engage in a lake use study and the MNDNR has personnel and methods to help;
- Interim ordinances can be created by simply including an end date or review date in the ordinance;
- The MNDNR does not establish NO WAKE policy, that is left up to the City;
- An environmental lake designation has nothing to do with use, rather shore land development;
- MNDNR direction on use safety distance largely revolves around the 150' personal watercraft rule;
- MNDNR generally favors counter-clockwise motion for better starboard vision and safety;
- MDNR has studies on wakes impact on water quality, invasive species, etc. that can be accessed by the website. The best studies recently on the impact of wake on a lake have been conducted by the WIDNR.

Molly Shodeen, Hydrologist for the MNDNR, notes she was involved in a hands-on study on wake creation's affect shore land erosion on the St. Croix that revealed that wave creation created by boats is of a higher velocity than wind and would impact erosion accordingly. Currently, Ms. Shodeen is aiding the City staff on a literature study on the effects of motorboat turbidity on water quality/clarity.

MNDNR did note that the lake Elmo ordinance was an anomaly of sorts as it looked to relax rules allowing more use of the lake as opposed to the normal "reduce use" ordinances it sees from other jurisdictions. To that end, they tacitly support more boating in the State of Minnesota.

In addition to the meetings with articulated government agencies, citizen advocacy continues by the way of petitions, emails, and phone calls expressing opinions. These contacts center on one primary issue: the wake creating hour expansion in the Tri-Lakes. The arguments in this area largely revolve around quality of life (noise) and conflict between non-wake creating water users and wake creating water users. *(NOTE: Public input was 70% for no change, and 30% for change prior to the April 16, 2013 City Council meeting and public sentiment ran 9 to 1 for no change during comment period held during the meeting).*

A secondary argument for restoring the time back to noon, seven days a week is the location of the Jesuit Retreat Center and Carmelite compound on eastern shore of Lake Demontreville. City staff has taken many calls from non-lake owner Lake Elmo residents on the importance of this facility to the community and how City policy should reflect their needs.

Council should expect a petition from the Tri-Lakes (similar to the petition presented by Lake Elmo lakeshore owners) asking to revert the wake creating time back to noon seven days per week.

KEY POLICY ISSUES

As a result of the completed due diligence after the April 16th, 2013 City Council Meeting, there are four main issues that need to be considered before forwarding the City's Lake Use Ordinance onto to the MNDNR for review. They are:

1. With no major enforcement or water safety issue history on the Tri-Lakes, is a change to sunrise / 9 AM necessary, or would one uniform time of 9 AM be a reasonable policy (that would also give consideration to the Catholic Complex) to address quality of life / use conflict issues?;
2. Will increased wake creation create accelerate erosion and create water quality issues on the Tri-Lakes?
3. Strong enforcement policy needs to be created with suitable penalties for violations including disorderly conduct.
4. Should the Council include a sunset date or review clause in the ordinance to measure the effects of the use policy after a traditional boating season?

RECOMMENDATION:

Based on the aforementioned information, the staff believes that following:

1. The current ordinance is efficacious as there are no major enforcement or water safety issues on Lake Elmo lakes;
2. The City of Lake Elmo, not the MNDNR, has the jurisdiction over local lake use regulations – this includes the establishment of a no wake lake;
3. Tri-Lakes landowners seem to be in favor of no change or a compromise of time on the currently adopted ordinance;
4. While not needed, uniform times on lakes make it easier for the public to understand use expectations and for enforcement to be less confusing;
5. Studies conducted across the nation seem to indicate that motorboat wake on shallow lakes have an accelerated effect on shore land erosion due to wave velocity;
6. The current (April 16th adopted) ordinance meets with Washington County Sheriff's Department satisfaction and is within the defined design standard of MNDNR;

With these basic facts in mind, staff recommends the following:

1. The City Council adopted formal enforcement and penalty language to strengthen the current ordinance;
2. A uniform, seven days a week time be created on the Tri-Lakes for ease of enforcement and to clearly delineate lake use expectations (ref. ss 97.21 (B) (1) (b));
3. An annual review will be included in the ordinance that allows the City of Lake Elmo, MNDNR and Washington County Sheriff's Department the ability to examine the previous season's lake use effect on quality of life, water quality, and shore land erosion.

PERFECTING AMENDMENT

Offered By Mayor Mike Pearson

§ 97.21 WATERCRAFT AND WATER SURFACE USE REGULATIONS.

The following regulations shall apply to the use of watercraft on lakes entirely within the city limits, to the use of a lake entirely within the city limits, and to the use of ice surfaces on lakes entirely within the city limits.

(A) *Dumping.* No person shall dump or throw garbage, paper, bottles, cans, refuse, or debris into any lake or on the shore of any lake or in any public area around any lake in the city.

(B) *Hours of operation.*

(1) *Normal conditions.* No person shall operate any motorboat at a speed greater than a slow, no-wake speed as defined by M.S. § 86B.005 in the following manner:

- a. Lake Elmo – between sunset and noon the following day, seven days a week
- b. Olson Lake, Lake Demontreville and Lake Jane – TBD

(2) *High water conditions.* No person shall operate any motorboat at greater than a slow, no-wake speed as defined by M.S. § 86B.005 whenever the lake level of Lakes Olson and Demontreville is above 929.7 feet above sea level (MSL) for five consecutive days. This restriction will remain in effect until the water level drops below 929.7 feet, and remains there for five consecutive days.

(C) *Operating regulations.* No person shall operate any watercraft in violation of the provisions of this code, or in violation of the provisions of M.S. Chapter 86B or Minnesota Boat and Water Safety Rules (6110.0100-6110.2300) which statutes and rules are hereby adopted and incorporated herein. In the event of a conflict between the various city and state regulations, the more restrictive regulation shall apply.

(D) *Buoys.* No person shall place a buoy or structure on a lake unless the buoy is specifically authorized by the Washington County Sheriff. No buoy or structure, other than shallow water marking or channel buoys shall be left overnight or placed contrary to MN Water Safety Rules 6110.1800.

(E) *Operation.* All motorboats, operating in excess of a slow, no-wake speed shall operate in a counter clockwise direction on all City of Lake Elmo lakes seven days a week. Personal watercraft engaging in constant turning activity shall confine that activity to the center of the lake.

(F) *Non-public lake access.* No person, except riparian owners, shall launch a watercraft or gain access to or egress from a lake other than at a designated public access point except in the case of any emergency or except with the written permission of the riparian lot owner. A person who has written permission to launch a watercraft from a riparian lot shall park their vehicle(s) and trailers) on the lot of the riparian owner. Riparian lot owners who grant permission to use their property as a launch site shall otherwise comply with all of the land use regulations of the city.

(G) *Public launching areas.* Except as noted in division (F) no person shall launch a

watercraft or gain access to or egress from a lake except from a public right-of-way or other public park area in those locations specifically designated and posted for the purpose.

*+*Non-motorized carry-on access.* A person may access any public waters through public land with a hand-carried non-motorized watercraft in accordance with M.S. § 86B.201, Subd. 3.

(H) *Safe operating distance.*

(1) No person shall operate or permit the operation of a personal watercraft per M.S. § 86B.313, in excess of slow, no-wake speed, within 150 feet of a shoreline.

(2) Launching or landing a personal watercraft or towing a person on skis or other devices must be done by using the most direct route to or from open water.

(I) *Non-motorized watercraft.* A non-motorized watercraft has the right-of-way over motor-powered watercraft except when it is the overtaking watercraft. Motor-powered watercraft should always keep clear and pass astern on non-motorized watercraft (Minn. Rule 6110.1200, Sub. 1, D). (1997 Code, § 1380.03)

(J) *Permanent "slow - no wake" areas.* The channels and narrows between Lake Olson and Lake Demontreville are hereby designated as permanent "slow - no wake" areas and appropriate signs or buoys meeting the specifications found in Minn. Rules 6110.1500 shall be posted.

(Am. Ord. 97-150, passed 3-1-2005; Am. Ord. 08-014, passed 5-19-2009; Am. Ord. 08-050, passed 7-19-2011; Am. Ord. 08-50, passed 11-1-2011; Am. Ord. 2012-58, passed 7-17-2012) Penalty, see § 10.99

§ 97.22 WINTER LAKE USE REGULATIONS.

(A) *Dumping.* No person shall dump or throw garbage, paper, bottles, cans, refuse, or debris into the ice of a lake or into any lake or on the shore of any lake or in any public area around any lake in the city.

(B) *Clean-up.* Ice house owners are responsible for clean-up of trash within 25 feet of the house.

(C) *Emergency access.* No person shall gain access to or egress from the ice of a lake other than at a designated public access point except in the case of emergencies or except with the written permission of a riparian lot owner. Persons who have written permission to access or egress the lake from a riparian lot shall park their vehicles and trailers on the lot of the riparian owner. Riparian lot owners who grant permission to use their riparian property for access to or egress from a lake shall otherwise comply with all land use regulations of the city.

(D) *Ice fishing holes.* No person shall leave holes in the lake larger than 1 foot in diameter unless the holes are visibly marked for day and night.

(E) *Size of ice fishing house.* No person shall place an ice house larger than 8 feet by 12 feet in size on a lake.

(F) *Fires.* No person shall have an open fire on the ice surface of a lake.

(1997 Code, § 1380.04) Penalty, see § 10.99

§ 97.23 PROHIBITED STRUCTURES AND USES.

(A) *Lake activities.* Motorboat races are prohibited. Fishing tournaments, ski jumps, slalom courses, or other competition or exhibition events are allowed only as specifically authorized by state statutes and rules and the Washington County Sheriff Department. The City Clerk shall validate by signature all lake activities authorized prior to any authorized event or installation of ski jumps or slalom courses.

(B) *Fee for lake use.* Unless specifically authorized by the Council, and unless consistent with the city's zoning regulations, no riparian lot owner shall offer the use of their property for a fee or other consideration:

- (1) As ingress or egress to a lake;
- (2) For watercraft rental;
- (3) For swimming, skiing, or watercraft lessons, unless provided by a non-profit or water safety agency for the purpose of basic instructions;
- (4) For a watercraft launch site; and/or
- (5) For any ancillary water or ice related use.

(1997 Code, § 1380.06) (Am. Ord. 2012-58, passed 7-17-2012)

§ 97.24 ENFORCEMENT

(A) *Local enforcement.* Pursuant to MN§ 378.32, 459.20, the City of Lake Elmo assigns by service agreement the enforcement of Chapter 97.20-97.23 of the City Code to the Washington County Sheriff's Department.

(B) *Penalties.* Penalties for non-compliance shall be governed by § 10.99 of the City Code and prosecuted by the City of Lake Elmo Attorney.

(C) *Exemptions.* Government agencies engaged in resource management, emergency services or enforcement activities are exempt from the provisions of Chapter 97 when acting in the performance of their assigned duties.

§ 97.25 REVIEW

(A) The Lake Elmo City Council, upon request, shall review the effect of surface water use ordinances on the quality of life, water quality (including clarity), and lake use safety prior to “ice out” or the beginning of normal lake use season. The Lake Elmo City Council shall consult with the MNDNR, University of Minnesota Extension, and the Washington County Sheriff’s Department as a part of this review.

Date: 5/2/2013

City of Lake Elmo
3800 Laverne Ave North
Lake Elmo, MN 55042

To: Lake Elmo Mayor and City Council Members

Re: Petition to restore pre-2011 wording of Water Surface Use Ordinance 97.21 for Lake Olson and Lake Demontreville

We, the signers of the attached petition, hereby request the Lake Elmo Watercraft and Water Surface Use regulations, Ordinance 97.21 be restored to its pre-2011 wording.

Our petition is signed by 106 (79%) of all Lake Demontreville/Olson property owners. It is also signed by many non-property owners who use the lakes for recreation purposes. In total, more than 200 people have signed this petition.

Several Lakeshore owners were involved with circulating the petition, talking to the property owners, and listening to their concerns. We were diligent to assure all properties adjoining the lakes were contacted. Ninety- three percent (93%) were contacted. In spite of our efforts, 10 of the 134 properties (7%) are out of town and could not be reached.

The 106 property owners who signed this petition represent 82% of the total private shoreline footage of the lakes. This is because the Jesuit and Carmelite facilities occupy nearly a third of Lake Demontreville shoreline. Their mission which began here in the 1950s requires quiet mornings without noisy boat traffic. We feel the needs of these wonderful Lake Elmo landmarks deserve the special consideration which the pre-2011 Ordinance with the "sunset to noon no-wake" provision provides.

While we understand that these lakes are a public asset, it is important to keep in mind that they are small and shallow lakes where large fast moving motorized boats create a large wake that doesn't have a chance to dissipate before hitting the shore line. Lake Olson is one of the smallest metro lakes to allow the operation of any motorized boat regardless of size or horsepower. And, many Metro area lakes larger than Lake Demontreville are already designated as no-wake lakes. While we do not want our lakes to be more restrictive, we do feel the pre-2011 wording of the Ordinance provides a good compromise between all types of users while reasonably protecting the lakes eco system. Any additional time for wake activities could greatly compromise these lakes and disrupt neighborhood harmony.

Again, we ask you, the Lake Elmo City Council, to restore the Water Surface Regulations Ordinance 94.21 to its pre-2011 wording complete with the sunset to noon the following day no-wake provision, the section D- Buoy restriction, and Section E- Counterclockwise Operation provision .

Thank you kindly for your time and careful consideration of this petition.

Lake Olson and Demontreville property owners.

cc: Johanna Holub – Lake Elmo Review (jholub@lillienews.com);
Bob Shaw – Pioneer Press (bshaw@pioneerpress.com);

A handwritten signature in black ink, appearing to be "Johanna Holub", is located at the bottom right of the page.

Ordinance re-instatement Petition Summary - April 2013

Catholic Orders lakeshore footage

Ordinance re-instatement Petition Summary-April 2013

Property Owners				Lakeshore Frontage (ft)			
Signed Petition	Declined to sign Petition	Not Available	Total Properties	Signed Petition	Declined to sign Petition	Not Available	Total Frontage
1	1			100	100		
		1			100	100	
1				100			
1				100			
1				190			
		1				150	
1				165			
1				380			
1				150			
1				400			
1				150			
1				250			
1				400			
1				1200			
1				200			
1				1300			
1				1750			
	1				153		
	1				150		
1				100			
1				100			
1				100			
	1				200		
1				158			
1				150			
		1				150	
1				150			
1				150			
1				188			
1				200			
1				300			
1				280			
1				180			
1				250			
1				390			
1				150			
1				150			
1				160			
1				250			
		1				100	
1				181			
1				100			
1				162			
1				130			
1				80			
1				110			
1				170			
1				10			
1				70			
1				120			
1				60			
1				79			
1				200			
	1				250		
1				180			
1				150			
		1			130		
1				205			
1				265			
1				175			
	1				150		
1				225			
1				50			
1				130			
		1				20	
	1				280		
1				10			
		1				10	
1				10			
1				10			
1				10			
1				10			

LAKE DEMONTREVILLE/OLSON LAKESHORE PROPERTY OWNERS ASSOC.

Ordinance re-instatement Petition Summary-April 2013

LAKE DEMONTREVILLE PROPERTY OWNERS (Begin at public Access and move Clockwise to the n

MEMBER				PHONE	TOTAL FRONTAGE	
NUMBER	ADDRESS	OWNERS LAST NAME	FIRST NAMES	NUMBER	OWNED (feet)	
DEMONTREVILLE RD.						

		PUBLIC ACCESS North	PUBLIC ACCESS North of ramp		500	
101	A 7898	DEMONTREVILLE RD.	FELDHANN	LARRY & Mary	773-4868	100
102	A 7910	DEMONTREVILLE RD.	BLISS/Dougherty	ROBERT & CAROL /Tim	770-9184	100
103	A 7920	DEMONTREVILLE RD.	BLINKOFF	DAVID & MARY	207-4936	100
104	A 7930	DEMONTREVILLE RD.	CROWELL	JOHN & LINDA	773-8083	100

		CITY PARK/ Creek Inlet NW	CITY PARK/NATURE TR.	CREEK & Hig		10
105	A 7960	DEMONTREVILLE RD.	NOREEN	ALLEN & MARY	770-0077	100
106	A 7970	DEMONTREVILLE RD.	TRAN	NANG & THU	773-3584	100
107	A 7980	DEMONTREVILLE RD.	SKARDA	LOUIS & PATRICIA	777-2132	190
108	A 8000	DEMONTREVILLE RD.	KOCH	DICK & SUE	770-1368	150
109	A 8010	DEMONTREVILLE RD.	KIRKWOOD	Patrick & LYNETTE	747-8380	165
110	A 8080	DEMONTREVILLE RD.	NELSON	STEPHEN & CANDY	777-6338	380
111	A 8100	DEMONTREVILLE RD.	JOHNSTON	RYAN & SUE	777-0634	150

		Creek Inlet NE	Creek Inlet NE / point			10
112	A 8110	DEMONTREVILLE RD.	BOCZEK	TERRY & DENISE	748-1906	400
113	A 8120	DEMONTREVILLE RD.	McGRATH	JOSEPH & PAULETTE	770-7552	150
114	8211	DEMONTREVILLE RD.	CALLIES	Timothy & Colleen	777-1311 or	250
115	8239	DEMONTREVILLE RD.	HOVEN	MICHEAL & PAM	773-0659	400
116	8243	DEMONTREVILLE RD.	JESUIT RETREAT HOUSES	FR Patrick McCorkell or F	777-1311	1200
117	A 8247	DEMONTREVILLE RD.	O'BRIEN	Tim and Holly w Ryan	777-7694	200
118	8251	DEMONTREVILLE RD.	CARMELITE Monastery	Sister Rose - 11 sisters	777-3882	1300
119	8249	HIDDEN BAY ROAD	HERMITAGE (point & south)	Fr. John Mary Burns - 7 p	779-7351	1750
HIDDEN BAY ROAD						
5100						
120	8554	HIDDEN BAY ROAD	CARLSON	DAVID & BRENDA JO	777-6205	153
121	8548	HIDDEN BAY ROAD	ABRAHAM	ERIC	777-0032	150
122	8510	HIDDEN BAY ROAD	LAVEY	LINK & ANJU	777-8446	100
123	8498	HIDDEN BAY ROAD	BODZIAK	MARIAN & DOUGLAS	779-7693	100
124	8450	HIDDEN BAY ROAD	JOHNSON	LEE & ELIZABETH	777-6231	100
125	8416	HIDDEN BAY ROAD	BUTLER	DONALD & NANCY	777-6210	200
126	8382	HIDDEN BAY ROAD	BOUDREAU	CRORY & KELLY	608-443-77	158
127	8344	HIDDEN BAY ROAD	GOODLAD	JOHN	770-9037	150
128	8320	HIDDEN BAY ROAD	SWANSON	JOHN & DIANA (Kevin C)	770-0351	150
129	8294	HIDDEN BAY ROAD	PETERSON	MARK	779-0657	150
130	8292	HIDDEN BAY ROAD	YLONEN	KARL & Andria	777-7173	150
131	8290	HIDDEN BAY CI	SARKISSIAN	MANOUG & SHERYL	770-0852	186
132	8242	HIDDEN BAY CI	Goracki- VACANT	Gerald Goracki	773-5620	200
Channel to Olson						
30						
HILL TRAIL						
133	8200	HILL TRAIL	JOHNSTON	DEAN & KAREN	777-4444	300
134	8190	HILL TRAIL	DILLON	JAMES & ROBIN	773-9162	280
135	8186	HILL TRAIL	PAUL	Fred (LARRY & Carol)	779-0807	180
136	8180	HILL TRAIL	BUTZER / COLE	STEVE & PATTI	770-2039	250
137	8170	HILL TRAIL	LINSMAYER	NICK & LINDA	704-0456	390
138	8164	HILL TRAIL	SINCLAIR	PATRICK & KATHLEEN	777-9532	150
139	8160	HILL TRAIL	HAIRE	KEVIN & Gena	612-369-35	150
140	8148	HILL TRAIL	FAZZONE	JAMES & MELISSA	779-7459	160
141	8130	HILL TRAIL	PAVEK	PETER & CINDY	612-221-14	250
142	----	HILL TRAIL	Schrantz - VACANT	MICHAEL & RUTH SCHRANTZ		100
143	8120	HILL TRAIL	GUSTAFSON	AMY & BRAD JR	777-6530	181
144	----	HILL TRAIL	VACANT- Hanson	Paul Hansen		100
145	8108	HILL TRAIL	IVERSON	STEVE & VICKIE	455-2347	162
146	8098	HILL TRAIL	KOSTELNIK	ROGER & MARY	777-8111	130
147	8084	HILL TRAIL	LEMIRE	CHUCK	770-5552	80
148	8076	HILL TRAIL	SWENO	TOM & COLLEEN	777-5208	110
149	8066	HILL TRAIL	MICHAELS	CLAYTON & GERALDINE	770-5325	170
150	A 8051	HILL TRAIL	TALCOTT	BUD & AUDREY	777-8279	10
151	8056	HILL TRAIL	LINNELL	TOM & ERIN	748-8022	70
152	8048	HILL TRAIL	JOHNSON	ROGER & CANDICE	777-7766	120
153	8038	HILL TRAIL	BARKER(1 of 2 Cabins)	JOEL & SUSAN	848-0646	60
154	8034	HILL TRAIL	BARKER(2 of 2 Cabins)	JOEL & SUSAN	779-6156	79
155	8032	HILL TRAIL	BOYUM	KARL & JEAN ANN	381-6153	200
156	8028	HILL TRAIL	DEAN	PAT & DEBBIE	770-9430	250
157	8024	HILL TRAIL	HANSEN	PAUL & NANCY	777-4911	180
158	8018	HILL TRAIL	ZETTERBERG	J. PETER & JUDITH	770-2414	150
159	8012	HILL TRAIL	STOUDT	JAMIE & MARY	770-5339	130
160	8000	HILL TRAIL	PURRINGTON	NORM & JOAN	777-1193	205
161	7982	HILL TRAIL	LEA	CHARLES & HOPE	777-0280	265
162	7978	HILL TRAIL	TIERNEY	JAMES & DEBORAH	770-2910	175
163	7972	HILL TRAIL	MILLER	RICK & BARB	436-3774	150
164	7962	HILL TRAIL	MALON	CLARENCE & PAULINE	777-4479	225
165	A 7945	HILL TRAIL	TAYLOR	GEORGE & BRENDA	271-3145	50
166	7934	HILL TRAIL	EASON	PHIL	750-2221	130
167	7920	HILL TRAIL	CLEMENS	KEVIN & LOREE	777-2300	20
DEMONTREVILLE RD.						
168	7821	DEMONTREVILLE RD.	NOVAK	Anthony	715-302-03	280
169	A 7864	DEMONTREVILLE RD.	LEIN	DENNIS & KAREN	7797549	10
170	A 7860	DEMONTREVILLE RD.	SLANKY	KAREN		10
171	A 7760	53rd St North	LIZAKOWSKI	53rd St. ACCESS-Terry &	770-9703	10
172	A 7761	53rd St North	HORNER	JACK	777-2634	10
173	A 7741	53rd St North	FREMONT	JOHN	7796121	10
174	A 7740	53rd St North	DOBOSENSKI	COREY	983-6031	10

		PUBLIC ACCESS South	PUBLIC ACCESS South of ramp			1000

LAKE DEMONTREVILLE TOTALS

% PARTICIPATION

CONTRIBUTORS

16,734

15184

15184

% of total lake surface

Ordinance re-instatement Petition Summary-April 2013

Property Owners Lakeshore Frontage (ft)

LAKE DEMONTREVILLE/OLSON LAKESHORE PROPERTY OWNERS ASSOC

Ordinance re-instatement Petition Summary-April 2013

OLSON LAKE PROPERTY OWNERS (Begin at Channel from Demontreville and move counter-clockw

Signed Petition	Declined to sign Petition	Not Available	Total Properties	Signed Petition	Declined to sign Petition	Not Available	Total frontage	MEMBER NUMBER	ADDRESS	OWNER	OWNER	PHONE NUMBER	TOTAL FRONTAGE OWNED (feet)
									HILL TRAIL				
									Channel from Demontreville	Channel from Demontreville			25
1				300				201	8200 HILL TRAIL	JOHNSTON	DEAN & KAREN	777-4444	300
1				140				202	8199 HILL TRAIL	VERBEEK	STEVE & NOEL	342-1711	140
1				140				203	8195 HILL TRAIL	GRANLUND	JOSH	735-0860	140
1				180				204	8188 HILL TRAIL	WELTER	WILLIAM & KAREN	779-6326	180
1								205	A 8170 HILL TRAIL	LINSMAYER	NICK & LINDA	704-0456	0
1								206	A 8164 HILL TRAIL	SINCLAIR	PATRICK & KATHLEEN	777-9532	0
1								207	A 8160 HILL TRAIL	HAIRE	KEVIN & Gena	612-369-35	0
									HILL TRAIL	VACANT Roadway Property	Roadway property - Hoffman		500
	1			1200				208	8155 HILL TRAIL	PRENTICE / BERG	THOMAS & CARRIE	777-6199	1200
		1				140		209	8123 HILL TRAIL	NELSON	RICHARD & KAREN	773-9472	140
								210	8111 HILL TRAIL	WEISBROD	BONNIE	770-2084	60
									50TH STREET				
1				130				211	8043 50TH STREET	LARSON	RICK	770-6760	130
	1							212	8033 50TH STREET	FILLA	NEAL & Lisa	653-7329	130
1				60				213	8027 50TH STREET	WALSH	BARB & THOMAS	777-7617	60
1				350				214	8001 50TH STREET	DOUGLASS/ Kiefner	JAMES & JAN	770-1177	350
1				216				215	A 7990 50TH STREET	BROWN	DAVID & MARY	770-0648	216
1				50				216	A 7900 50TH STREET	TACHNEY/Issacson	JASON & SHANNON/ Ken		50
1				516				217	7880 50TH STREET	Issacson-Walsh Beach ICP	Barb Walsh/Ken Issacson		516
1				227				218	7851 50TH STREET	GRITZMAKER	RONALD & CAROL	777-4149	227
1				60				219	7831 50TH STREET	OTT	LINDA & RONALD	777-7527	60
1				59				220	7803 50TH STREET	REVOIR	HAROLD & JANE	777-6468	59
									OLSON LAKE TRAIL				
1				60				221	4941 OLSON LAKE TRAIL	SEFFL	JOHN	777-5661	60
	1							222	4911 OLSON LAKE TRAIL	GIMPLE	RICK & WENDY	797-4657	129
1				135				223	4891 OLSON LAKE TRAIL	HAWKINSON	SUSAN & DENNIS	777-0220	135
1				25				224	A 4990 OLSON LAKE TRAIL	KETZNER	BILL & BEV	777-1210	25
1				130				225	4863 OLSON LAKE TRAIL	KETZNER	BRUCE & BETH	426-6308	130
1				125				226	4849 OLSON LAKE TRAIL	KOPPY	THOMAS & JUDY	773-2148	125
1				160				227	4823 OLSON LAKE TRAIL	GERGEN	JAMES & ELIZABETH	777-5547	160
	1							228	A 4774 OLSON LAKE TRAIL	SCHLEICHER	STEVEN & KAREN	773-5551	25
1				130				229	4769 OLSON LAKE TRAIL	BROGEN	ROY & JUNE	777-3564	130
1				100				230	4751 OLSON LAKE TRAIL	FIELDS	GARY	343-3128	100
									Pump Station	Pump Station			10
1				100				231	4719 OLSON LAKE TRAIL	COLES	CATHERINE	777-4129	100
1				125				232	4709 OLSON LAKE TRAIL	SCHULTZ/ ANDERSON	CHARLES / MARCIA	748-9299	125
1				100				233	4671 OLSON LAKE TRAIL	TAYLOR	PHILIP	777-2514	100
1				150				234	4655 OLSON LAKE TRAIL	KVAASE	JOE & JOYCE	777-3586	150
1				216				235	4635 OLSON LAKE TRAIL	GRAHAM	RICHARD & PATRICIA	777-0893	216
1				85				236	4575 OLSON LAKE TRAIL	HAIDER	TONY	500-9232	85
1				140				237	4565 OLSON LAKE TRAIL	SCHULTZ	ALLEN & CAROLYN	777-0029	140
	1							238	A 4548 OLSON LAKE TRAIL	Pitzen -Her	Brian- CHY K.	398-1720 B	25
1				18				239	A 4560 OLSON LAKE TRAIL	BERTIAUME	GERALD & DAUN	777-0363	18
	1							240	4555 OLSON LAKE TRAIL	SCHWALBACH	JAMES & BEVERLY	770-3604	145
1				125				241	4545 OLSON LAKE TRAIL	BIERSCHBACH	DENNIS & GRACE	770-2556	125
	1							242	4535 OLSON LAKE TRAIL	NELSON	TONY & JEAN	779-7112	210
1				105				243	4497 OLSON LAKE TRAIL	HOLM	JOHN & BARBARA	777-5796	105
1				150				244	4473 OLSON LAKE TRAIL	FLANAGAN	ANNE H.	336-1262	150
1				150				245	4455 OLSON LAKE TRAIL	HILLS	THOMAS & MICHELLE	770-3656	150
1				150				246	4405 OLSON LAKE TRAIL	PAULSON	JOSEPH	285-1884	150
1				500				247	4415 OLSON LAKE TRAIL	SOVEREIGN	DAVID & JEFF	612-731-90	500
									HIDDEN BAY ROAD				
	1							248	8131 HIDDEN BAY ROAD	ARKELL	JIM & KATHY	770-5317	50
				300				249	8142 HIDDEN BAY ROAD	SURFACE	CHARLES & DANNA	777-9091	300
		1						250	8162 HIDDEN BAY ROAD	PELANO / LaCOEUR	JOSEPH & CYNTHIA	770-9796	30
		1						251	8200 HIDDEN BAY ROAD	ADANENE	VINCENT	748-8271	30
1				120				252	8224 HIDDEN BAY ROAD	SEVENICH	BOB & MARGARET	779-8262	120
1				80				253	8242 HIDDEN BAY ROAD	LEONARD	RICK & Danette Jahnke	779-6426	80
									Outlet	Outlet			
1				221				254	8258 HIDDEN BAY ROAD	MANN	LARRY & BETH	779-8160	221
								255	8264 HIDDEN BAY ROAD	KANG	SOON K. & HELEN	777-1851	120
1				140				256	8270 HIDDEN BAY ROAD	GRUNDEEN	GORDON	770-1056	140
1				150				257	8274 HIDDEN BAY ROAD	DELONG	LOIS	777-0273	150
1				150				258	8278 HIDDEN BAY ROAD	PETERSON	KEVIN & LORI	777-4716	150
1				150				259	8282 HIDDEN BAY Ct	LUNDGREN / BUCHER	JILL Lundgren & TOM Bu	281-4493	150
1				200				260	8286 HIDDEN BAY Ct	ROWE	WILLIAM & NANCY	777-1630	200
									Channel to Demontreville	Channel to Demontreville			30
47	9	4	60	6918	1974	320	9212	LAKE OLSON TOTALS					9,777
78%	15%	7%	100%	75%	21%	3%	100%	% PARTICIPATION					9212
								# CONTRIBUTORS					

% of total lake surface

Ordinance re-instatement Petition Summary-April 2013

LAKE DEMONTREVILLE/OLSON LAKESHORE PROPERTY OWNERS ASSOC.

Property Owners Lakeshore Frontage (ft)

Ordinance re-instatement Petition Summary-April 2013

Signed Petition	Declined to sign Petition	Not Available	Total Properties	Signed Petition	Declined to sign Petition	Not Available	Total frontage					TOT. PROPS	TOTAL FRONTAGE OWNED
Ordinance re-instatement Petition Summary-April 2013													
59	9	6	74	13141	1513	530	15184	houses.	Acres v	Miles of shoreline	LAKE DEMONTREVILLE TOTALS	74	16734
								23.35	45.1	3.2			
47	9	4	60	6918	1974	320	9212	32.4	38.9	1.9	LAKE OLSON TOTALS	60	9777
106	18	10	134	20059	3487	850	24396	26.69		5.0	TOT DEMONTREVILLE & OLSON	134	26511
79%	13%	7%	100%	82%	14%	4%	100%	% Total Properties			% Participation	100%	24396
85%	15%			85%	15%			% Respondents			# Contributors		

Lake Demontreville and Lake Olson

Petition to restore pre-2011 wording of the Watercraft and Water Surface Use Ordinance 97.21

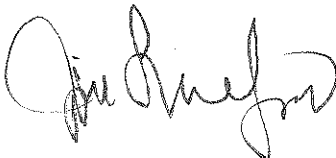
RESULTS

80% of Property Owners want the pre-2011 wording restored!

Specifically...

The petition signers listed on the attached pages hereby express support for the provision which states that, " No person shall operate any motorboat at a speed greater than a slow, no-wake speed as defined by M.S. § 86B.005 between sunset and noon the following day." They also support a return to the Section D-Buoys, and Section E-Counterclockwise Operation provisions of the pre-2011 Ordinance.

Submitted by: Jill Lundgren,
8282 HIDDEN BAY Ct, Lake Elmo, MN 55042
651-261-4493



NOTICE TO RESTORE THE LAKE ELMO WATERCRAFT AND WATER SURFACE USE REGULATIONS Ordinance 97.21 to it's pre 2011 wording. Specifically...

the undersigned hereby express our support for the provision which states that, "No person shall operate any motorboat at a speed greater than a slow, no-wake speed as defined M.S. § 86B.005 between sunset and noon the following day." We also support a return to the Section D-Buoys, and Section E-Counter-clockwise Operation provisions of the pre-11 Ordinance.

GNATURE	DATE	ADDRESS	Print LAST NAME	Print FIRST NAME	PHONE	E-MAIL
Ann R. Patten	4-21-13	8000 Hill Trl N	Pattington	Hormen	651-777-1193	pattington@john.com
Gene R. Patten	4-21-13	3000 Hill Trl N	Pattington	Joan	651-777-1193	gene.patten@john.com
Stephen Michaels	4/21/13	8066 Hill Trl	MICHAELS	CLAYTON	651-770-5325	
Geraldine Michaels	4/21/13	8066 Hill Trl	Michaels	Geraldine	651-770-5325	
Roger & Kostelnik	4/21/13	8088 Hill Trl	KOSTELNIK	ROGER	651-770-5325	ClayGerry@Comcast.net
Mary Kostelnik	4/21/13	" "	Kostelnik	Mary	651-777-8111	M.Kostelnik@farmersburg.com
Lynette Kostelnik	4/21/13	8010 Demareville	Kirkwood	Lynette	651-747-8380	lynette@kdg.com
Pat Kostelnik	4/21/13	8010 Demareville	Kirkwood	Pat	651-747-8380	pat@kdg.com
Louise Kostelnik	4-21-13	7980 Demareville	Skanda	Louise	651-777-2132	louise.skanda@bse.com
Patty Skanda	4-21-13	7980 Demareville	Skanda	Patty	651-331-9254	luigilady@comcast.net
Mary Skanda	4-21-13	7980 Demareville	Noreen	Mary	651-770-0777	m.noreen@comcast.net
Mary Skanda	4-21-13	7960 Demareville	Noreen	Mary	651-770-0077	m.noreen@comcast.net
Brenda Taylor	4-22-13	7945 Hill Tr N	Taylor	BRENDA	651-777-3445	
George Taylor	4-22-13	7945 Hill Tr N	Taylor	George	651-777-3887	GBTaylor@Comcast.net
Charles R. Lee	4-22-13	7982 Hill Tr N	LEE	CHARLES	651-777-0280	charles.lee@adl.com

TITUTION TO RESTORE THE LAKE ELMO WATERCRAFT AND WATER SURFACE USE REGULATIONS Ordinance 97.21 to its pre 2011 wording. Specifically...

the undersigned hereby express our support for the provision which states that, "No person shall operate any motorboat at a speed greater than a slow, no-wake speed as defined M.S. § 86B.005 between sunset and noon the following day." We also support a return to the Section D-Buoys, and Section E-Counterclockwise Operation provisions of the pre-11 Ordinance.

SIGNATURE	DATE	ADDRESS	Print LAST NAME	Print FIRST NAME	PHONE	E-MAIL
Paul Hansen	4-12-13	8024 Nida Trail No	HANSEN	PAUL	651-777-4911	pehansen1@comcast.com
Nancy Hansen	4-12-13	8024 Nida Trail No	HANSEN	NANCY	651-777-4911	nancy.hansen.11@gmail.com
Audrey Talcott	4/23/13	8051 Nida Trail No. (WANTONWOOD)	TALCOTT	AUDREY	651-777-8279	
Mitch Hurlburt	4-23-13	39 GENE ST.	HURLBURT	MITCH	651-270-1392	
Thomas Burns	4-23-13	7962 Hill Trail N	Burns	Thomas	651-373-2418	tc.burns@comcast.net
NANG	4-23-13	7970 DeMontreville TRAIL	TRAN	NANG	651-570-8669	binh.ang.hoang@comcast.net
Thi-Huong Tran	4-23-13	" "	Tran	Thi-Huong	651-503-3531	
Judith Zetterberg	4-24-13	8018 Hill Trail No.	Zetterberg	Judith	651-770-2414	judy.zetterberg@comcast.net
Terry Lizaowski	4-24-13	7760 53rd ST N	LIZAOKOWSKI	Terry	651-770-9703	
Sue Lizaowski	4-24-13	7760 53rd ST. N	LIZAOKOWSKI	Sue	651-770-9703	512-79@msn.com
Karen Lien	4-24-13	7864 DeMontreville	Lien	Karen	651-779-7549	dklien@comcast.net
Karin Hares	4/24/13	8160 DeMontreville	HADES	Karin	651-369-3538	KTHARES@ME.COM
Tim Dougherty	4/24/13	7910 DeMontreville	Dougherty	Tim	651-770-9184	doughertyscasfamily@gmail.com
Marcie Dougherty	4/27/13	7910 DeMontreville TRAIL	Dougherty	Marcie	651-770-9184	doughertyscasfamily@gmail.com
Denise Boczek	4/27/13	8110 DeMontreville TRAIL	Boczek	Denise	651-333-8112	deniseboczek@yahoo.com

TITION TO RESTORE THE LAKE ELMO WATERCRAFT AND WATER SURFACE USE REGULATIONS Ordinance 97.21 to it's pre 2011 wording. Specifically...

the undersigned hereby express our support for the provision which states that, "No person shall operate any motorboat at a speed greater than a slow, no-wake speed as defined M.S. § 86B.005 between sunset and noon the following day." We also support a return to the Section D-Buoys, and Section E-Counterclockwise Operation provisions of the pre-11 Ordinance.

GNATURE	DATE	ADDRESS	Print LAST NAME	Print FIRST NAME	PHONE	E-MAIL
Erin Linnell	4/24/13	8056 Hill Tr N.	Linnell	Erin	651-748-8022	tomanderinle.comcast.net
Tom Linnell	4/24/13	8056 Hill Tr N.	Linnell	Tom	651-748-8022	tom@qualityinsurance.com
Louis Linnell	4/24/13	8084 Hill Tr N.	Linnell	Louis	651-295-4657	
Steve Nelson	4/25/13	8080 Demont. Cir. N6	Nelson	Steve	651-375-1823	
Karl Boyum	4/25/13	8032 Hill Tr. N	Boyum	Karl	612-381-6153	
Jean Boyum	4/25/13	8032 Hill Tr N	Boyum	Jean	651-788-7064	jeanniboyum@hotmail.com
Thomas Sueno	4/26/13	8070 Hill Tr N	Sueno	THOMAS	651-983-7024	TOMCORUST@46tm.com
Peter Favek	4/27/13	8130 Hill Tr N	Favek	Peter	612-271-1125	pete.pavek@gmail.com
Josh Granlund	4/27/13	8195 Hill Tr.	Granlund	Josh	651-735-0880	
Susan Barker	4/29/13	8034 Hill Tr	Barker	SUSAN	651-848-0116	Susan.kwb@901
Joel Barker	4/29/13	8038 Hill Tr	Barker	Joel	651-491-9001	
Roger Johnson	4/30/13	8048 Hill Tr.	Johnson	ROGER	651-777-7766	rocan1@comcast.net
Candice Johnson	4/30/13	8048 Hill Tr	Johnson	CANDICE	651-777-7766	

TITLE TO RESTORE THE LAKE ELMO WATERCRAFT AND WATER SURFACE USE REGULATIONS Ordinance 97.21 to it's pre 2011 wording. Specifically...

the undersigned hereby express our support for the provision which states that, "No person shall operate any motorboat at a speed greater than a slow, no-wake speed as defined in M.S. § 86B.005 between sunset and noon the following day." We also support a return to the Section D-Buoys, and Section E-Counter-clockwise Operation provisions of the pre 11 Ordinance.

ATTENTION TO RESTORE THE LAKE ELMO WATERCRAFT AND WATER SURFACE USE REGULATIONS Ordinance 97.21 to it's pre 2011 wording. Specifically...

I, the undersigned, hereby express our support for the provision which states that, "No person shall operate any motorboat at a speed greater than a slow, no-wake speed as defined in M.S. § 86B.005 between sunset and noon the following day." We also support a return to the Section D-Buoys, and Section E-Counter-clockwise Operation provisions of the pre-2011 Ordinance.

GNATURE	DATE	ADDRESS	Print LAST NAME	Print FIRST NAME	PHONE	E-MAIL
Wendy F. Fink	4/21/13	8270 Hidden Bay	Grundeen	Gordon	770-1056	gordy9@tksolr.com
Mary Brunson	4/21/13	8270 Hidden Bay	Grundeen	Mary	770-1056	marylg@tksolr.com
MARIN Bodziak	4/21/13	8498 Hidden Bay Tr	BODZIAK	MARIN	779-7693	bodz@comcast.net
Wendy Bodziak	4/21/13	8498 Hidden Bay Tr	Bodziak	Dave	779-7693	" "
Mandy Sandberg	4/21/13	8290 Hidden Bay Ct	SARKISSIAN	MANDY	779-0812	sasarkissian@msn.com
Wendy Bodziak	4-21-13	8290 Hidden Bay Ct	Lundgren	Jill	261-4453	Polly Shul Pottery @ gmail.com
Wendy Rowe	4-21-13	8286 Hidden Bay Ct No.	Rowe	Cheryl	662-325-1257	
Nancy Ann Rowe	4-21-13	8286 Hidden Bay Ct No.	Rowe	Nancy	651-777-1630	
William Rowe	4-21-13	8286 Hidden Bay Ct No.	Rowe	William	651-777-1630	
Sheryl Sarkissian	4-23-13	8290 Hidden Bay Ct N	Sarkissian	Sheryl	651-770-0852	sasarkissian@msn.com
John A. Goodlad	4-23-13	8344 H. Glen Bay N	Goodlad	John	651-770-9057	john.goodlad@yahoo.com
Ray L. Saul	4-23-13	8382 HIDDEN BAY TR. N.	BOUPREAU	CORY	608.576.9039	
CELLY BOUPREAU	4-23-13	8382 HIDDEN BAY TR.	BOUPREAU	KELLY	608.943.7720	
Wendy L. Lavey	4-23-13	8510 Hidden Bay Trail	Lavey	Link	612.845.8011	llavey@cisco.com

TITUTION TO RESTORE THE LAKE ELMO WATERCRAFT AND WATER SURFACE USE REGULATIONS Ordinance 97.21 to it's pre 2011 wording. Specifically...

the undersigned hereby express our support for the provision which states that, "No person shall operate any motorboat at a speed greater than a slow, no-wake speed as defined M.S. § 86B.005 between sunset and noon the following day." We also support a return to the Section D-Buoys, and Section E-Counterclockwise Operation provisions of the pre-11 Ordinance.

SIGNATURE	DATE	ADDRESS	Print LAST NAME	Print FIRST NAME	PHONE	E-MAIL
Joseph M. McGrath	4/23/13	8120 DEMONTREVILLE TR N LAKE ELMO, MN 55042	McGRATH	JOSEPH	651-790-7552	jmcgrath@lakeelmo.com
Paulette M. McGrath	4/23/13	8120 DEMONTREVILLE TR N LAKE ELMO, MN 55042	McGrath	Paulette	651-770-7552	paulettemcgrath@yahoo.com
Dennis J. Langlois	4/23/13	1412 CALHOUN DR. RIVER FALLS, WI	Langlois	Dennis	651-206-0048	djlanglois@imotion.com
Patricia A. Buhl	4/23/13	9447 JUNE CT. N L.E. MN 55042	Buhl	Patricia	651-710-5193	vpbuhl@comcast.net
Norman E. Buhl	4/23/13	9947 JUNE CT. N L.E. MN 55042	Buhl	Norman	651-770-5193	rp.buhl@comcast.net
Patrick M. Conkell	4/23/13	8243 DEMONTREVILLE TR N LAKE ELMO, MN 55042	McConkell	Patrick	651-777-1311	pmcc@comcast
Shannon R. Haven	4/23/13	8331 DEMONTREVILLE TR N LAKE ELMO, MN 55042	Haven	Shannon	651-472-2888	shaven@rhead.com
Edwina R. Haven	4/23/13	8343 DEMONTREVILLE TR N LAKE ELMO, MN 55042	STICKAL	EDWINA	651-777-1311	—
Paul Haven	4/23/13	8339 DEMONTREVILLE TR N LAKE ELMO, MN 55042	Haven	Paul	651-773-0651	pmh31767@aol.com
Mike Haven	4/23/13	8239 DEMONTREVILLE TR N LAKE ELMO, MN 55042	Haven	Mike	651-773-0651	mikehaven@aol.com
Callie Haven	4/23/13	8211 DEMONTREVILLE TR N LAKE ELMO, MN 55042	Callies	Tim	651-226-6655	—
Colleen Callies	4/23/13	8211 DEMONTREVILLE TR N LAKE ELMO, MN 55042	Callies	Colleen	651-226-6655	calliescolleen@gmail.com
John Biederman	4/24/13	4553 HILLINGTON RD WABURY, MN 55125	Biederman	John	651-249-1449	—
John Biederman	4/24/13	—	BIEDERMAN	JOHN	651-249-1449	—
John Johnston	4/23/13	8100 DEMONTREVILLE TR N LAKE ELMO, MN 55042	Johnston	Susan	651-777-0634	ryan.sue.j@comcast.net

ATTENTION TO RESTORE THE LAKE ELMO WATERCRAFT AND WATER SURFACE USE REGULATIONS Ordinance 97.21 to it's pre 2011 wording. Specifically...

the undersigned hereby express our support for the provision which states that, "No person shall operate any motorboat at a speed greater than a slow, no-wake speed as defined M.S. § 86B.005 between sunset and noon the following day." We also support a return to the Section D-Buoys, and Section E-Counterclockwise Operation provisions of the pre-11 Ordinance.

GNATURE	DATE	ADDRESS	Print LAST NAME	Print FIRST NAME	PHONE	E-MAIL
Kelly Larson	4/20/13	8043 50th St N Lake Elmo, MN	Larson	Kelly	612-387-2747	larsonk11725@gmail.com
Jalen Larson	4/20/13	8043 50th St N Lake Elmo, MN	Larson	Galen	612-306-3619	Galen.Larson@yahoo.com
Tracy L. Rud	4/21/13	3714 155th Avenue Lake Elmo, MN 55304	Tracy L. Rud		763-434-4990	rtrud.2@juno.com
Patrick Sinclair	4/23/13	8169 Hill Tr N Lake Elmo, MN 55042	SINCLAIR	PATRICK	651-777-7532	PBSinclair@hotmail.com
Nils Linsemeier	4/23/13	8170 Hill Tr N Lake Elmo 55042	Linsemeier	Nicholas	651-704-0756	NLinsemeier@aol.com
Steve Iverson	4/23/13	8108 Hill Tr N Lake Elmo 55042	IVERSON	STEVE	651-455-2347	IVERELMO@AOL.COM
Vickie Iverson	4-23-13	8108 Hill Tr N Lake Elmo	Iverson	Vickie	651-455-2347	Iverelmo@aol.com
Chris Smith	4/23/13	8036 50th St N Lake Elmo 55042	Smith	Chris	651-228-9953	CS95@comcast.net
Barbara Walsh	4/23/13	8027 50th St N LK Elmo, MN 55042	WALSH	BARBARA	651-777-7617	BWalsh52@gmail.com
Jan Kiefer	4/23/13	5001 50th St N Lake Elmo, MN 55042	Kiefer	Jan	651-770-1177	jan.kiefer@comcast.net
David Brown	4/23/13	7900 50th St N LAKE ELMO, MN 55042	BROWN	DAVID	651-770-0668	DBROWNLEMON@USN.COM
Mary Brown	4/23/13	7930 75th St N Lake Elmo, MN 55042	Brown	MARY	651-770-0668	MBrownLEMON@usn.com
Kathy Sinclair	4/23/13	8164 Hill Tr N	SINCLAIR	KATHY	777-9532	KPLCONCESSIONS@hotmail.com
Brad Gustafson	4/23/13	8120 Hill Tr N	GUSTAFSON	BRAD	651-210-9811	Burngoodaspen@aol.com
Amy Gustafson	4/23/13	8120 Hill Tr N Lake Elmo 55042	Gustafson	Amy	612-387-0557	ajrgust@gmail.com

TITION TO RESTORE THE LAKE ELMO WATERCRAFT AND WATER SURFACE USE REGULATIONS Ordinance 97.21 to it's pre 2011 wording. Specifically...

the undersigned hereby express our support for the provision which states that, "No person shall operate any motorboat at a speed greater than a slow, no-wake speed as defined M.S. § 86B.005 between sunset and noon the following day." We also support a return to the Section D-Buoys, and Section E-Counterclockwise Operation provisions of the pre-11 Ordinance.

GNATURE	DATE	ADDRESS	Print LAST NAME	Print FIRST NAME	PHONE	E-MAIL
<i>Tom Gritzmacher</i>	4/24/13	7851 50th St. No.	Gritzmacher	Ronald	651-777-4149	
<i>Carol Gritzmacher</i>	4/24/13	7851 50th St. No.	Gritzmacher	Carol	651-777-4149	
<i>Tom Ott</i>	4-24-13	7831 50TH ST. N.	OTT	RON	651-777-7527	VHFLEO@MTN.ORG
<i>Linda Ott</i>	4-24-13	7831 50TH ST. N.	OTT	LINDA	"	"
<i>Dennis Hawkinson</i>	4/24/13	4891 OLSON LAKE TR.	HAWKINSON	Dennis	651 777 0220	dinhawk29@comcast.net
<i>Susan Hawkinson</i>	4/24/13	4891 OLSON LAKE TR. N.	HAWKINSON	SUSAN	"	"
<i>Carol Seffel</i>	4/24/13	4941 OLSON LAKE TR. N.	SEFFL	Carol	651-777-5661	
<i>John Seffel</i>	4/24/13	4941 OLSON LAKE TR.	SEFFL	JOHN	"	JEFFLE@MSN.COM
<i>Betty Gergen</i>	4/24/13	4823 OLSON LAKE TR.	GERGEN	Betty	651-777-5547	eric.gergen@comcast.net
<i>Eric Gergen</i>	4/24/13	4823 OLSON LAKE TR. N.	GERGEN	ERIC	612-216-5322	L +
<i>Tom Kopp</i>	4/24/13	4849 OLSON LAKE TR.	KOPP	TOM	651-773-2148	
<i>Judy Kopp</i>	4/24/13	" " "	KOPP	JUDY	" " "	
<i>Bruce Ketzner</i>	4-24-13	4863 OLSON LAKE TR.	KETZNER	Bruce	651 426 1308	
<i>Beth Ketzner</i>	4/24/13	4863 OLSON LAKE TR.	KETZNER	Beth	" "	
<i>Debbie Ketzner</i>	4/24/13	4990 OLSON LAKE TR.	KETZNER	Debbie	777-1210	

ORDINANCE TO RESTORE THE LAKE ELMO WATERCRAFT AND WATER SURFACE USE REGULATIONS Ordinance 97.21 to it's pre 2011 wording. Specifically...

the undersigned hereby express our support for the provision which states that, "No person shall operate any motorboat at a speed greater than a slow, no-wake speed as defined M.S. § 86B.005 between sunset and noon the following day." We also support a return to the Section D-Buoys, and Section E-Counterlockwise Operation provisions of the pre-11 Ordinance.

GNATURE	DATE	ADDRESS	Print LAST NAME	Print FIRST NAME	PHONE	E-MAIL
Rebecca M Taylor	4/21/13	4671 Olson Lake Rd	Taylor	Rebecca	651-777-2514	PBTAY@comcast.net
Philip Taylor	4/21/13	" "	Taylor	Philip	651-777-2514	Philip@TaylorDOE.com
Joyce Kvanse	4/21/13	4655 Olson Lake Rd	Kvanse	Joyce	651-777-3586	JKVANSE@comcast.net
DICK GRAHAM		4635 OLSON LK TR	GRAHAM	DICK	651-777-0893	richard@campus.net
Diane Haden		4505 Olson Lake Trail N.	Haden	Diane	651-777-0287	
Patty Schultz	4/21/13	4565 Olson Lk	Schultz	Patty	651-777-0029	caschultz9210@yahoo.com
Marcia Anderson	4/21/13	4719 Olson Lake Rd	Anderson	Marcia	651-777-4429	marcia.anderson.mn@gmail.com
Charles Schultz	4/21/13	4709 Olson Lake Rd	SCHULTZ	CHARLES	651-270-8931	charlietura1958@comcast.net
Steve Hansen	4/29/13	4445 Olson Lake Rd	Hansen	DAVE	777-1139	

PETITION TO RESTORE THE LAKE ELMO WATERCRAFT AND WATER SURFACE USE REGULATIONS Ordinance 97.21 to it's pre 2011 wording. Specifically...

I, the undersigned hereby express our support for the provision which states that, "No person shall operate any motorboat at a speed greater than a slow, no-wake speed as defined M.S. § 86B.005 between sunset and noon the following day." We also support a return to the Section D-Buoys, and Section E-Counterlockwise Operation provisions of the pre-11 Ordinance.

GNATURE	DATE	ADDRESS	Print LAST NAME	Print FIRST NAME	PHONE	E-MAIL
And Hill	4/21/13	4455 Olson Lake Trail N Lake Elmo, MN 55042	Hills	Andrea	(651) 770-3656	ahill504@smummn.edu
Andrea Flanagan	4/21/13	4473 Olson Lake Trail N Lake Elmo, MN	Flanagan	PATRICK	651-779-6788	pjonas@sonlake.comcast.net
Ann Flanagan	4/21/13	4473 Olson Lake Trail N Lake Elmo, MN	FLANAGAN	Aime	651-779-6788	abflanagan@comcast.net
SEAN	4/21/13	4473 Olson Lake Trail N Lake Elmo, MN	Flanagan	SEAN	651-779-6788	sflanagan@isb622.org
Barb Holm	4-23-13	4497 Olson Lake Trail N Lake Elmo, MN	Holm	Barbara	651-777-5796	
John Holm	4/23/13	4497 Olson Lake Trail N Lake Elmo, MN	Holm	John	651-777-5796	j.holm@comcast.net
Joe Paulson	4/23/13	4405 Olson Lake Trail N Lake Elmo, MN	Paulson	Joe	651-385-1884	JHPaulson64@gmail.com
Michelle Hills	4/23/13	4455 Olson Lake Trail N Lake Elmo, MN	Hills	Michelle	651-307-7769	mmhills@comcast.net
Thomas Hills	4/23/13	4455 Olson Lake Trail N Lake Elmo, MN	Hills	Thomas	651-970-3652	mmhills@comcast.net
Tone Livingston	4/24/13	4435 Holm Oak Ln Lakdale 55128	LIVINGSTON	Tone	651-246-0815	ionelivingston@hotmail.com
Gary Livingston	4/24/13	4435 Holm Oak Ln Lakdale, MN 55128	LIVINGSTON	Gary	651-779-6788	garylivingston@comcast.net
SARA BUCKLES	5/1/13	240 Pendragon Hill Bay Woodbury, MN 55725	BUCKLES	SARA	651-675-7386	smurphybuckles@yahoo.com
Gary Buckles	5/1/13	240 Pendragon Hill Bay Woodbury, MN 55725	BUCKLES	Gary	651-291-0938	

ORDINANCE TO RESTORE THE LAKE ELMO WATERCRAFT AND WATER SURFACE USE REGULATIONS Ordinance 97.21 to it's pre 2011 wording. Specifically...

I, the undersigned hereby express our support for the provision which states that, "No person shall operate any motorboat at a speed greater than a slow, no-wake speed as defined in S. § 86B.005 between sunset and noon the following day." We also support a return to the Section D-Buoys, and Section E-Counterclockwise Operation provisions of the pre Ordinance.

JATURE	DATE	ADDRESS	Print LAST NAME	Print FIRST NAME	PHONE	E-MAIL
Jim Mann	4/23/13	8258 Hidden Bay Trail	MANNN	Beth	651-779-8160	ljmann2@comcast.net
Jim Mann	4/23/13	8258 Hidden Bay Trail	MANNN	LARRY	651-779-8160	ljmann2@comcast.net
Robert	4/23/13	8224 Hidden Bay Trail	Sevensich	Robert	651-779-8262	RISEV@a
Marqarat	4/23/13	8234 Hidden Bay Trail	Sevensich	Marqarat	651-779-8262	"
GERALD BARR	4/23/13	8241 Hidden Bay Trail	GORACKI	GERALD BARR	651-779-8261	GOGORACKI@HOTMAIL.COM
DANNA SURFACE	4/25/13	8142 Hidden Bay Trail	SURFACE	DANNA	612-865-8933	danna.surface@gmail.com
Danette	4/25/13	8242 Hidden Bay Trail	Jahnke	Danette	651-779-6426	danette.jahnke@hotmail.com
Steve	4.25.13	8199 Hill Trail N	VerBeek	Steve	651.200.3363	verbeek.sa@gmail.com
Noelle	4/27/13	8199 Hill Trail N	VerBeek	Noelle	651.342.1711	nverbeek@hotmail.com
JIM	4/29/13	8148 Hill Trail No	FAZZONE	JIM	612-518-7745	jfazzone@kristproducts.com
Kathi	5-1-13	6764 Getchman Ln	Scotfield	Kathi	651-773-9048	kmscotfield@msn.com

Home TV Connect Account Shop/Upgrade Help | Security

Email Usage: Email Search

Home Email Voice Address Book Calendar Text Messaging Preferences Re: Lake Demont

Folders

Inbox

Sent

Drafts (61)

Spam

Trash

Cramer

Golf

Investments

Keep

LDO

Medicare

Monte Vista

NHS Class of 64

New

Get Mail

Reply

Reply to All

Delete

Spam

**CLOSE Re: Lake Demontreville/Olson--Sunset to Noon
:No-Wake Petition**

lmdelong1@aol.com
+ Add to Address Book

Sent By: lmdelong1@aol.com On: Apr 04/30/13 9:53 PM

To: Rogan Johnson

Roger,

Thanks for the e-mail. I have received two notices sent out by Lake Elmo. I do not agree with their proposed changes.

I totally agree with the petition that: "No person shall operate any motorboat at a speed greater than a slow, no-wake speed as defined by M.S. Section 86B.005 between sunset and noon the following day." I also support a return to the Section D-Buoys, and Section E-Counterclockwise Operation provisions of the pre 2011 Ordinance.

I believe that the change to eliminate the Counterclockwise Operation would be extremely dangerous and would put water skiers at great risk.

I will mail the petition to you, but if it gets there too late, I hope you can use the above as my consent to sign the petition.

Lois M. DeLong (property owner on Lake Olson)
8274 Hidden Bay Tr. N.
Lake Elmo MN 55042

*My mother has authorized me to sign on her behalf
Kathleen M. Scofield
daughter of Lois M. DeLong*

PROMOTIONS



Constant Guard
Mobile



The XFINITY
Connect App

Admin | Feedback

Specifically...

the undersigned hereby express our support for the provision which states that, "No person shall operate any motorboat at a speed greater than a slow, no-wake speed as defined M.S. § 86B.005 between sunset and noon the following day." We also support a return to the Section D-Buoys, and Section E-Counterclockwise Operation provisions of the pre-14 Ordinance.

TITLE TO RESTORE THE LAKE ELMO WATERCRAFT AND WATER SURFACE USE REGULATIONS Ordinance 97.21 to it's pre 2011 wording. Specifically...

the undersigned hereby express our support for the provision which states that, "No person shall operate any motorboat at a speed greater than a slow, no-wake speed as defined in M.S. § 86B.005 between sunset and noon the following day." We also support a return to the Section D-Buoys, and Section E-Counterclockwise Operation provisions of the pre-11 Ordinance.

[illegible]

...TION TO RESTORE THE LAKE ELMO WATERCRAFT AND WATER SURFACE USE REGULATIONS Ordinance 97.21 to it's pre 2011 wording. Specifically...

the undersigned hereby express our support for the provision which states that, "No person shall operate any motorboat at a speed greater than a slow, no-wake speed as defined M.S. § 86B.005 between sunset and noon the following day." We also support a return to the Section D-Buoys, and Section E-Counterclockwise Operation provisions of the pre-11 Ordinance.

STATUTORY SHORT FORM POWER OF ATTORNEY
MINNESOTA STATUTES, SECTION 523.23

IMPORTANT NOTICE: The powers granted by this document are broad and sweeping. They are defined in Minnesota Statutes, section 523.24. If you have any questions about these powers, obtain competent advice. This power of attorney may be revoked by you if you wish to do so. This power of attorney is automatically terminated if it is to your spouse and proceedings are commenced for dissolution, legal separation, or annulment of your marriage. This power of attorney authorizes, but does not require, the attorney-in-fact to act for you.

PRINCIPAL (Name and Address of Person Granting the Power)

Jane Lila Ravoir
7803- 50th Street North
Lake Elmo, MN 55042
651.777.8468

(Resident of Olson Lake)

ATTORNEY(S)-IN-FACT

(Name and Address)

Debra J.R. Shoemaker
3702 Dunhill Lane

Woodbury, MN 55125

651.739.9452

SUCCESSOR ATTORNEY(S)-IN-FACT

(Optional) To act if any named attorney-in-fact dies, resigns, or is otherwise unable to serve.

(Name and Address)

First Successor

Daniel A.R. Shoemaker
3702 Dunhill Lane
Woodbury, MN 55125
651.739.9452

Second Successor

NOTICE: If more than one attorney-in-fact is designated, make a check or "x" on the line in front of one of the following statements:

X Each attorney-in-fact
may independently exercise

the powers granted.

... All attorneys-in-fact

must jointly exercise the
powers granted.

EXPIRATION DATE (Optional)

Use Specific Month

Day

Year Only

I, (the above-named Principal) hereby appoint the above named Attorney(s)-in-Fact to act as my attorney(s)-in-fact:

FIRST: To act for me in any way that I could act with respect to the following matters, as each of them is defined in Minnesota Statutes, section 523.24:

(To grant to the attorney-in-fact any of the following powers, make a check or "x" on the line in front of each power being granted. You may, but need not, cross out each power not granted. Failure to make a check or "x" on the line in front of the power will have the effect of deleting the power unless the line in front of the power of (N) is checked or x-ed.)

(A) real property transactions;

I choose to limit this power to real property in County, Minnesota, described as follows:

(Use legal description. Do not use street address.)

(If more space is needed, continue on the back or on an attachment.)

(B) tangible personal property transactions;

(C) bond, share, and commodity transactions;

(D) banking transactions;

(E) business operating transactions;

(F) insurance transactions;

(G) beneficiary transactions;

(H) gift transactions;

(I) fiduciary transactions;

(J) claims and litigation;

(K) family maintenance;

(L) benefits from military service;

(M) records, reports, and statements;

x (N) all of the powers listed in (A) through (M) above and all other matters including, but limited to, the Petition to Restore the Lake Elmo Watercraft and Water Surface Used Regulations (Petition) and shall also include signing of such Petition

SECOND: (You must indicate below whether or not this power of attorney will be effective if you become incapacitated or incompetent. Make a check or "x" on the line in front of the statement that expresses your intent.)

This power of attorney shall continue to be effective if I become incapacitated or incompetent.

x This power of attorney shall not be effective if I become incapacitated or incompetent.

THIRD: (You must indicate below whether or not this power of attorney authorizes the attorney-in-fact to transfer your property to the attorney-in-fact. Make a check or "x" on the line in front of the statement that expresses your intent.)

This power of attorney authorizes the attorney-in-fact to transfer my property to the attorney-in-fact.

x This power of attorney does not authorize the attorney-in-fact to transfer my property to the attorney-in-fact.

FOURTH: (You may indicate below whether or not the attorney-in-fact is required to make an accounting. Make a check or "x" on the line in front of the statement that expresses your intent.)

x My attorney-in-fact need not render an accounting unless I request it or the accounting is otherwise required by Minnesota

Statutes, section 523.21.

My attorney-in-fact must render

(Monthly, Quarterly, Annual)

accountings to me or

(Name and Address)

during my lifetime, and a final accounting to the personal representative of my estate, if any is appointed, after my death.

In Witness Whereof I have hereunto signed my name this day of ,

Jane L. Revoir X
(Signature of Principal)
Jane L. Revoir

(Acknowledgment of Principal)

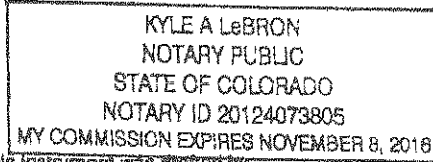
STATE OF MINNESOTA Colorado

COUNTY OF Douglas

The foregoing instrument was acknowledged before me this 26 day of April, 2013

by

Kyle A. LeBron
(Insert Name of Principal)



This instrument was drafted by:

Debra J. R. Shoemaker

(Signature of Notary Public or other Official)

Specimen Signature of Attorney(s)-in-Fact

(Notarization not required)

Debra J. R. Shoemaker

(Will's for?) X

STATUTORY SHORT FORM POWER OF ATTORNEY

MINNESOTA STATUTES, SECTION 523.23

IMPORTANT NOTICE: The powers granted by this document are broad and sweeping. They are defined in Minnesota Statutes, section 523.24. If you have any questions about these powers, obtain competent advice. This power of attorney may be revoked by you if you wish to do so. This power of attorney is automatically terminated if it is to your spouse and proceedings are commenced for dissolution, legal separation, or annulment of your marriage. This power of attorney authorizes, but does not require, the attorney-in-fact to act for you.

PRINCIPAL (Name and Address of Person Granting the Power)

Harold Joseph Revoir
7803 - 50th Street North
Lake Elmo, MN 55042
651.777.6466

(Resident of Olson Lake)

ATTORNEY(S)-IN-FACT

(Name and Address)

Debra J.R. Shoemaker

3702 Dunhill Lane

Woodbury, MN 55125

651.739.9452

SUCCESSOR ATTORNEY(S)-IN-FACT

(Optional) To act if any named attorney-in-fact dies, resigns, or is otherwise unable to serve.

(Name and Address)

First Successor

Daniel A.R. Shoemaker
3702 Dunhill Lane
Woodbury, MN 55125
651.739.9452

Second Successor

NOTICE: If more than one attorney-in-fact is designated, make a check or "x" on the line in front of one of the following statements:

X Each attorney-in-fact
may independently exercise

the powers granted.

... All attorneys-in-fact
must jointly exercise the
powers granted.

EXPIRATION DATE (Optional)

Use Specific Month

Day

Year Only

I, (the above-named Principal) hereby appoint the above named Attorney(s)-in-Fact to act as my attorney(s)-in-fact:

FIRST: To act for me in any way that I could act with respect to the following matters, as each of them is defined in Minnesota Statutes, section 523.24:

(To grant to the attorney-in-fact any of the following powers, make a check or "x" on the line in front of each power being granted. You may, but need not, cross out each power not granted. Failure to make a check or "x" on the line in front of the power will have the effect of deleting the power unless the line in front of the power of (N) is checked or x-ed.)

(A) real property transactions;

I choose to limit this power to real property in County, Minnesota, described as follows:

(Use legal description. Do not use street address.)

(If more space is needed, continue on the back or on an attachment.)

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(C) bond, share, and commodity transactions;

(D) banking transactions;

(E) business operating transactions;

(F) insurance transactions;

(G) beneficiary transactions;

(H) gift transactions;

(I) fiduciary transactions;

(J) claims and litigation;

(K) family maintenance;

(L) benefits from military service;

(M) records, reports, and statements;

- x (N) all of the powers listed in (A) through (M) above and all other matters including, but limited to, the Petition to Restore the Lake Elmo Watercraft and Water Surface Used Regulations (Petition) and shall also include signing of such Petition

SECOND: (You must indicate below whether or not this power of attorney will be effective if you become incapacitated or incompetent. Make a check or "x" on the line in front of the statement that expresses your intent.)

This power of attorney shall continue to be effective if I become incapacitated or incompetent.

- x This power of attorney shall not be effective if I become incapacitated or incompetent.

THIRD: (You must indicate below whether or not this power of attorney authorizes the attorney-in-fact to transfer your property to the attorney-in-fact. Make a check or "x" on the line in front of the statement that expresses your intent.)

This power of attorney authorizes the attorney-in-fact to transfer my property to the attorney-in-fact.

- x This power of attorney does not authorize the attorney-in-fact to transfer my property to the attorney-in-fact.

FOURTH: (You may indicate below whether or not the attorney-in-fact is required to make an accounting. Make a check or "x" on the line in front of the statement that expresses your intent.)

- x My attorney-in-fact need not render an accounting unless I request it or the accounting is otherwise required by Minnesota

Statutes, section 523.21.

My attorney-in-fact must render

(Monthly, Quarterly, Annual)

accountings to me or

(Name and Address)

during my lifetime, and a final accounting to the personal representative of my estate, if any is appointed, after my death.

In Witness Whereof I have hereunto signed my name this day of , 4 April 2013

David J. Bern
(Signature of Principal)

(Acknowledgment of Principal)

STATE OF MINNESOTA IOWA

)

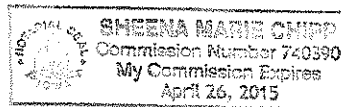
) ss.

COUNTY OF

)

The foregoing instrument was acknowledged before me this 21 day of April 2013
by

(Insert Name of Principal)



(Signature of Notary Public or other Official)

Sheena Marie Clupp
Specimen Signature of Attorney(s)-in-Fact

(Notarization not required)

This instrument was drafted by:

Debra J R Shoemaker

Lake Jane

Petition to restore pre-2011 wording of the Watercraft and Water Surface Use Ordinance 97.21

RESULTS

78% of Home Owners want the pre-2011 wording restored!

Specifically...

The petition signers listed on the attached pages hereby express support for the provision which states that, “ No person shall operate any motorboat at a speed greater than a slow, no-wake speed as defined by M.S. § 86B.005 between sunset and noon the following day.” They also support a return to the Section D-Buoys, and Section E-Counterclockwise Operation provisions of the pre-2011 Ordinance.

**Submitted by: Betsy McDonough
4711 Birchbark Trail N
Lake Elmo, MN 55042
651-779-0437**

Date: 5/2/2013

City of Lake Elmo
3800 Laverne Ave North
Lake Elmo, MN 55042

To: Honorable Council Members

Re: Lake Jane Petition to reinstate "no wake" until noon

Nearly 80 percent (78 percent) or 43 of 55 home owners who live on the shores of Lake Jane are in favor of reinstating the sunset to noon no-wake restriction and have signed the attached petition. The petition also represents seven of 11 lakeshore properties without homes.

Historically, Lake Jane was a private lake. About 30 years ago, an agreement was made to add the public boat landing access in return for watershed corrections that provide an overflow outlet when lake waters are high. With that, came rules that protect not only the people utilizing the lake, but also the natural resource. A city committee representing several lakes in the city studied the issue and established a final compromise of no-wake activities from sunset until noon.

In 2011, a lake resident and current council member presented a petition to the city council showing that a **majority** of Lake Jane property owners were in favor of changing the wake restriction from noon to 9 am. The council approved the change based on this majority. After a summer of following this new ruling, the same council member proposed changing the time from 9 a.m. to sunrise. However, the **majority** of lake property owners want the original rules reinstated with no wake from sunset until noon the following day and have signed the attached petition.

Since the new ruling was not posted on the DNR website in 2012, only a few boaters knew of the change. They did begin skiing at 9 a.m., and fishermen reported the need to vacate the lake when the noise and wave action scared off the fish. When the new ruling is posted, the extra pressure of high-speed boats in the morning will make the situation worse, since the lake is not large enough to accommodate no-wake and wake activities simultaneously. Fishing, sailing, canoeing, kayaking, and the popular stand-up paddle board activities all require fewer waves than what is possible when multiple high-speed water-ski boats are circling the lake. Finally, the idea of starting the louder wake activities at sunrise is inconsiderate to area residents who live near the lake.

While the lake is a public lake, it is important to keep in mind that the people who live on the lake have a strong, vested interest in how the lake is utilized. They deal with shoreline erosion, invasive species, and trash caused by boat traffic in the summer and ice fishing in the winter. Thank you for your careful consideration of this matter,

The Lake Jane Property Owners

cc: Johanna Holub – Lake Elmo Review (jholub@lillienews.com); Bob Shaw – Pioneer Press (bshaw@pioneerpress.com)

Lake Jane

	Property Only / No House	No	Yes	ADDRESS	OWNERS LAST NAME	FIRST NAMES	Phone
1				8644 Lake Jane Trail	Schmidt	Kelly & Susan	747-8489
2		1		8680 Lake Jane Trail	Mayek	John	
3				8690 Lake Jane Trail	Vacant Property		
4				8718 Lake Jane Trail	Gustafson	Beverly & Richard	777-7789
5				8738 Lake Jane Trail	Mogren	Darlene / Rosemary	777-7369
6		1		8766 Lake Jane Trail	Schmidt	Jean	777-6773
7		1		8784 Lake Jane Trail	Rasmuson	Bonnie & Tom	739-5307
8		1		8802 Lake Jane Trail	Gould	Robert & Kay	770-3646
9		1		8838 Lake Jane Trail	Mencke	Paul & Kathy	770-5258
10		1		8866 Lake Jane Trail	Billstein	Mike & Julie	777-8700
11		1		8896 Lake Jane Trail	Lanning	Bret & Wendi	714-8070
12		1		8950 Lake Jane Trail	McAdam	Robert & Dianne	773-8811
13				9040 Lake Jane Trail	McGee	James & Anne	994-1956
14	x			9057 Lake Jane Trail	Olinger	Daniel & Jean	777-1047
15	x			9095 Lake Jane Trail	Olinger	Brianna, Carl, Danie, Trisha, Charles	777-1247
16	x			9125 Lake Jane Trail	Chase	Donovan & Robyn	777-7199
17	x	1		9149 Lake Jane Trail	Tschumperlin	Phillip & Nancy	770-6918
18		1		9250 Lake Jane Trail	Stasny / Chirafisi	Kristen & Daniel; Kristen, Daniel, Ada	762-9528; Kri
19	x			9219 Lake Jane Trail	Anderson / Lundgren	Janet A; Ann L	756-8820
20		1		9302 Lake Jane Trail	Oeltjen	Dennis & Susan	777-3405
21		1		9322 Lake Jane Trail	Harvieux	Brian	770-6732
22		1		9366 Lake Jane Trail	Fujioka	Naoko & Akira & Brian	770-8206
23	x	1		9401 Lake Jane Trail	Ylinen	Jeff & Laurie	770-8090
24				9404 Lake Jane Trail	Laramy	Geoffrey & Stephanie	773-9404
25		1		9497 Jane Road	Runk	Aaron & Jessica	269-0345
26		1		9477 Jane Road	Heroff	Gerald & Lisa	
27		1		9461 Jane Road	Kimlinger	Gary & Rebecca	770-7716

Lake Jane

	Property Only / No House	No	Yes	ADDRESS	OWNERS LAST NAME	FIRST NAMES	Phone
28		1		9429 Jane Road	Hamerly	John & Laurie	
29		1		9409 Jane Road	Foster	Jill ; Douglas (son)	770-8233
30		1		9406 Jane Road	Labere	Derek & Heather	340-8551
31			1	9399 Jane Road	Vandemmeltraadt	Mark & Sharon	
32			1	9369 Jane Road	Golish	Robert & Lucy	
33		1		9359 Jane Road	Drommerhausen	Scott	439-0989
34			1	9287 Jane Road	Johnson	David	
35	x		1	Jane Road	Lake Jane Recreation Assoc.	Hiedi Morgan - 9337 Jane Ct. N	
36	x		1	Jane Road	Rose & James Degerstrom - 9260 Jane Ct. N	Beach and Nature Preserve	
37			1	9233 Jane Road	Martin	Dorothy	
38			1	9199 Jane Road	Klecker	Gary & Kathy	770-1153
39			1	9161 Jane Road	Singer	Donald & Loretta	
40			1	9133 Jane Road	O'Sullivan	Basil	
41			1	9109 Jane Road	Ziton	Dexter & Toni	777-0458
42	x		1	9112 Jane Road	Bauerfeld	Warren Jr. & Barbara	748-0917
43			1	9077 Jane Road	King	Frederick Jr	777-4999
44			1	9051 Jane Road	Kennedy	Marilyn	770-2680
45			1	9025 Jane Road	Leitch	Jeff	
46	x		1	4955 Jamaca Ave.	Huot	Paul	

Lake Jane

	Property Only / No House	No	Yes	ADDRESS	OWNERS LAST NAME	FIRST NAMES	Phone
47			1	8991 Jane Road	Horning	Sue	770-8991
48				8955 Jane Road	Wieden	Jeff & Joan (Weir)	777-1628
49			1	8919 Jane Road	Naglek	Marilyn & Gary	777-7908
50			1	8903 Jane Road	Hels	Mark & Shannon/Morgan	773-3564
51			1	8895 Jane Road	Stevenson	William & Lou	770-7960
52			1	8883 Jane Road	McAllister	Derval & Patrick	697-0550
53		1		8881 Jane Road	Bloyer	Justin	334-9721
54			1	8879 Jane Road	Skalbeck	Tom	770-8295
55			1	4731 Birchbark Trail	Meier	John & Diana	777-8221
56			1	4711 Birchbark Trail	McDonough	Tim & Betsy	779-0437
57			1	4689 Birchbark Trail	Hirsch	Wil & Myra	770-9721
58			1	4677 Birchbark Trail	Taylor	Charles	777-2979
59			1	4633 Birchbark Trail	Warner	Ron & Maryann	777-2773
60			1	4611 Birchbark Trail	Marcellus	John	
61			1	4589 Birchbark Trail	Park	William & Gloria	777-5320
62			1	4563 Birchbark Trail	Fritsh	Mark & Char Morgan	777-6559
63			1	4539 Birchbark Trail	Johnson	Suzanne & Dick	777-1582
64			1	4515 Birchbark Trail	Lyall	Norman (Scotty) & Ev	777-6910
65			1	4508 Birchbark Trail	Hendrickson	Mark	
	x		1	Corp 14 Common Lot			
66						Lori Swanson, 8374 Windbreak Tr.	770-4002
						Pam Schultz - 8603 Cherrywood Trl N	
						Ivan & Elenore Skoog - 8573 Hidden Bay Trl N	777-4112
						Phil & Normal Sidler -4580 Birchbark Trail N	612-564-0565
66						Gerhardt & Judy Krug - 8344 Windbreak Trl N	777-0598
						Johnson - 8460 Deer Pond Trl	777-3014
						Vacant - 8475 Hidden Bay Trl N	
						Tomljanovich - 8533 Hidden Bay	777-5970

2000

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PETITION TO RESTORE THE LAKE ELMO WATERCRAFT AND WATER SURFACE USE REGULATIONS Ordinance 97.21 to its pre 2011 wording. Specifically...

I/We the undersigned hereby express our support for the provision which states that, "No person shall operate any motorboat at a speed greater than a slow, no-wake speed as defined by M.S. § 86B.005 between sunset and noon the following day." We also support a return to the Section D-Buoys, and Section E-Counterclockwise Operation provisions of the pre 2011 Ordinance.

IGNATURE DATE ADDRESS PRINT LAST NAME PRINT FIRST NAME PHONE E-MAIL

Doni Ziton	4/22	9109 Janelle	Ziton	Doni	777-0458	detonib@comcast.net
Doni Ziton	4/22	9161 Janelle	Singer	Don	651-777-1545	singer1545@comcast.net
David King	4/22	9077 Janelle	KING	FRED	777-4999	FREDKING@EARTHLINK.NET
Tom Skelton	4/22	8879 Janelle	SKALBECK	Tom	651-770-8295	
Paul S. O'Sullivan	4/22	9133 Janelle	O'SULLIVAN	Paul	651-493-4800	
Marilyn Kennedy	4/22	9051 Janelle	Kennedy	Marilyn	651-770-2680	
Dorothy Martin	4/22	9233 Janelle	MARTIN	DOROTHY	651-777-4822	
William Stevenson	4/23	8893 Janelle	Stevenson	William	651-770-7960	wstevenson@comcast.net
Marilyn Naglak	4/23	8919 Janelle	Nagak	Marilyn	651-773-2175	
Leitch Leitch	4/23	9025 Janelle	Leitch	Leitch	773-9410	
Barbara Leitch	4/24	9112 Janelle	BAKERFIELD	BARBARA	748-0917	
Sue Horning	4/29	8991 Janelle	HORNING	SUE	770-8991	for Sue Horning

* SEE BACK-UP DOCUMENT

PETITION TO RESTORE THE LAKE ELMO WATERCRAFT AND WATER SURFACE USE REGULATIONS Ordinance 97.21 to its pre 2011 wording. Specifically... We the undersigned hereby express our support for the provision which states that, "No person shall operate any motorboat at a speed greater than a slow, no-wake speed as defined by M.S. § 86B.005 between sunset and noon the following day." We also support a return to the Section D-Buoys, and Section E-Counterclockwise Operation provisions of the pre 2011 Ordinance.

SIGNATURE DATE ADDRESS PRINT LAST NAME PRINT FIRST NAME PHONE E-MAIL

Marion Owens	4/24/13	8619 HIDDEN BAY TWP.	OWENS	MARION	651-777-5404	—
Doreen Shoop	4/24/13	8875 Walden Bay	Shoop	Doreen	651-777-4112	
Glenn Shoop	4/24/13	8873 Walden Bay	SHOOP	ELEANOR	651-777-4112	
Judy Kay	4/26/13	83411 WINDYBARK	KAY	JUDY	777-0548	
Sally Johnson	4/26/13	8460 Deer Park	Johnson	SALLY	777-3014	
Pamela Schultz	4/27/13	8603 Cherrywood	P.N. Schultz	Pamela	612-240-0873	
Mark Hendrickson	4/27/13	BIRCHBARK 4508 TR. NO.	HENDRICKSON	MARK	651-773-0885	
Norma Siler	4/29/13	4580 Birchbark Twp N	SILER	NORMA	206-412-0812	
Paul Siler	4/30/13	4580 Birchbark Twp N	SILER	PAUL	206-412-0812	
Kathy Klecker	4/1/13	9199 JUNE ROAD N.				
Kathy Klecker	4/27	9199 JUNE ROAD N.	KLECKER	KATHY	651-770-1153	
Lou Klecker	4/28	9199 June Rd NW	Klecker	Lou	770-1153	

ATTENTION TO RESTORE THE LAKE ELMO WATERCRAFT AND WATER SURFACE USE REGULATIONS Ordinance 97.21 to its pre 2011 wording. Specifically...

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SIGNATURE

DATE

ADDRESS

Print LAST NAME

Print FIRST NAME

PHONE

E-MAIL

Betsy McDonough	4/21/13	4711 Birchbark Trl N	McDonough	Betsy	779-0437	bamcdonough@comcast.net
Tim	4/21/13	"	"	Tim	"	"
Wil Hirsch	4/21/13	4689 Birchbark Trl No.	Hirsch	Wil	777-9721	wilhirsch@busu.com
Myra Hirsch	4/21/13	4658 Birchbark Trl No.	Hirsch	Myra	777-9721	wilhirsch@msn.com
Charles W. Taylor	4/21/13	4677 Birchbark Trl No. Lake Elmo	Taylor	Chuck		
Paul Mencke	4/21	5838 LK JANE TR.	Mencke	Paul	770-5258	pmencke5258@comcast.net
Kathy Mencke	4-21	8838 Lake Jane Tr.	Mencke	Kathy	770-5258	amencke5258@comcast.net
Alex	4-21	8838 Lake Jane Tr.	Mencke	Alex	"	
Julie Billstein	4/21	8866 Lake Jane Trl.	Billstein	Julie	777-8700	julie.billstein@usbank.com
Mike	4/21	8866 Lake Jane Trl.	Billstein	Mike	777-8700	cocorro@mar.com
Britney Billstein	4/21	8866 Lake Jane Trl.	Billstein	Britney	777-8700	"
Diana	4-21-13	4731 BIRCHBARK TRAIL LAKE ELMO	MEIER	Diana	777-8221	diana@chlander.com

PETITION TO RESTORE THE LAKE ELMO WATERCRAFT AND WATER SURFACE USE REGULATIONS Ordinance 97.21 to its pre 2011 wording. Specifically...

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SIGNATURE	DATE	ADDRESS	Print LAST NAME	Print FIRST NAME	PHONE	E-MAIL
<i>[Signature]</i>	4-21-13	4731 Birchbark Tr	Meier	John	651-777-8021	John.meyer@medhance.com
<i>[Signature]</i>	4-21-13	4731 Birchbark Tr	Birchbark Meier	Jenna	651-777-8021	jmeier15@gmail.com
<i>[Signature]</i>	4-22-13	8950 Lakeland Dr	Meier	Robert	651-777-9111	bob@landmark.com
<i>[Signature]</i>	4-22-13	1111	McAdams	Dianne	"	Customhance.com
<i>[Signature]</i>	4-22-13	9366 Lakeland Dr	Furjoka	Natko	651-770-8206	furjok002@uconn.edu
<i>[Signature]</i>	4/23/13	8896 Lakeland Tr	Peterson	John	651-295-4832	jpeterson414@yahoo.com
<i>[Signature]</i>	4/23/13	" "	Wendy Lanning	Wendi	612-269-2016	Wendi.canning@gmail.com
<i>[Signature]</i>	4/23/13	" "	Lanning	Bret	651-774-8070	bret.j.lanning@wellstar.org
<i>[Signature]</i>	4/24/13	4589 Birch Bark	Park	William	651-777-5320	"
<i>[Signature]</i>	4/24/13	8903 Tanager N.	HELS	Shannon & Mark	651-773-3864	sydmahels@hotmail.com
<i>[Signature]</i>	4/24/13	9260 Tanager Dr	DEGENERSTROM	JAMES	651-770-0102	ASKOVITE@msn.com
<i>[Signature]</i>	4/24/13	8509 Cherrywood Dr	BAKKE	Dennis & Sue	651-777-7217	dbakke@msn.com

PETITION TO RESTORE THE LAKE ELMO WATERCRAFT AND WATER SURFACE USE REGULATIONS Ordinance 97.21 to its pre 2011 wording. Specifically...

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SIGNATURE

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ADDRESS

Print LAST NAME

Print FIRST NAME

PHONE

E-MAIL

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PETITION TO RESTORE THE L

We the U

SIGNATURE

Blackburn
Steven Morgan

Economic Development Authority Appointments

Mike Pearson, Mayor; 2805 Lisbon Ave N

Nicole Park, Council; 404 Lake Elmo Ave N

Dan Raleigh, Bank President; 2737 Lake Elmo Ave N

John Thompson, Commercial Realtor; 2119 Lake Elmo Ave N

John Schiltz, Business Owner; 3686 Layton Ave N

Steve Nelson, Housing Finance Executive; 8080 Demontreville Trail Cir N

Tony Yocum, Entrepreneur; 8330 21st St N

Jeff Caswell, Business Exec (alternate); 8006 22nd Ct N