

Lakeland Shores City Council Meeting
January 3, 2019, 6:30 p.m.
Lake St. Croix Beach City Hall



a special place to be!

- 1) Regular Council Meeting
 - Call to Order
 - Roll Call
 - Pledge of Allegiance
 - Adopt Agenda

- 2) Consent Agenda (Items may be pulled for discussion and/or separate action)
 - A) Approve December 6, 2018 City Council Meeting Minutes
 - B) Approve Monthly Claims

- 3) Public Comments

- 4) Unfinished and New Business
 - A) Review of Scanlan Variance Escrow Billing
 - B) Consideration of MNSPECT Contract Addendum
 - C) Review of Optional Contract
 - D) Consideration of Human Society 2019 Contract
 - D) Consideration of Resolution No. 2019-01, 2019 Fee Schedule
 - E) Consideration of Resolution No. 2019-02, 2019 Appointment List
 - F) Consideration of Resolution No. 2019-03, 2019 Polling Location

- 5) Council and Staff Reports
 - A) Staff Updates
 - i. City Engineer
 - ii. City Clerk

 - B) Mayor and Council Reports
 - i. Mayor Zeller
 - ii. Council Member Kopesky
 - iii. Council Member Schroeder
 - iv. Council Member Bischoff (Council and Streets)
 - v. Council Member Wilson (Council and Fire Department)

- 6) Adjourn

Lakeland Shores City Council Meeting Minutes | 2018 December 6

Regular City Council Meeting

Lakeland Shores City Council Meeting Call to Order: Mayor Brian Zeller opened the December 6, 2018 City Council meeting at 6:30 p.m.

Council Present: Mayor Brian Zeller, Council Member Randy Kopesky, Council Member John Bischoff, Council Member Tim Schroeder and Council Member Tom Wilson

Council Absent: None

Staff Present: Interim City Clerk

The Pledge of Allegiance was said.

Review and Approve Meeting Agenda: Mayor Zeller made a motion to approve the agenda, as presented. Council Member Schroeder seconded the motion. Motion carried 5-0. Agenda approved as presented.

Review and Approve Consent Agenda (Items may be pulled for discussion or separate action):

- A) Approve November 1, 2018 City Council Meeting Minutes
- B) Approve Monthly Claims

Council Member Wilson made a motion to approve Consent Agenda, as presented. Council Member Bischoff seconded the motion. Motion carried 5-0. Consent Agenda approved as presented.

Public Comments:

The Washington County Deputy was present and advised there has been strings of vehicle break ins and an actual vehicle theft in the City of Lakeland. He suggested every one keep their vehicles locked and keep valuables out of your cars. In addition try to have packages shipped to neighbors or dropped off in the back of homes or out of sight.

Sergeant Van Klei added they are just checking in with the City and if anything is needed please let the Department know.

Mr. Tom Scanlan, 125 Lakeland Shores Drive, came forward and stated he recently did a project within the City that included a variance and was shocked at the price that he did not include within his budget. He is coming forward requesting some relief from the City for that bill.

Mayor Zeller requested the bill be included in next month's packet and be discussed at the next Council meeting.

Unfinished and New Business:

Consideration of Resolution No. 2018-10, Final Budget and Levy Certification – Mayor Zeller noted the final budget and levy certification are the same as the preliminary that was approved. He stated he really hates increasing the budget although the City is doing some things with the road and he doesn't think the City can do any better than this and it is better than 2017.

Council Member Kopesky moved to adopt Resolution No. 2018-10, as presented. Council Member Bischoff seconded the motion. A roll call vote was taken:

**Council Member Schroeder: Yay
Council Member Wilson: Yay
Council Member Bischoff: Yay
Council Member Kopesky: Yay
Mayor Zeller: Yay**

Motion carried 5-0. Resolution No. 2018-10 was approved as presented.

Consideration of Contract Extension Addendum, MNSPECT – Mr. Scott Quail, MNSPECT, came forward and reviewed year 2018 noting it was a very interesting year with many changes. He reviewed the permit review fees per the contract and requested the extension addendum be renewed.

Review of Optional Contract – Council Member Schroeder briefly reviewed the optional contract provided by Mr. Duane Stensland and indicated there have been some issues relating to issuing permits in terms of timing.

Mayor Zeller stated with big projects MNSPECT does a great job covering. The smaller project it there seems to be an issue with.

The City Council scheduled a work session on Thursday, January 3, 2019 at 6:00 p.m. to discuss both contract. MNSPECT as well as Mr. Duane Stensland were invited to attend.

Mr. Scott Quail extended a 30-day extension to the current contract with the City of Lakeland Shores.

No Council action was taken on either the MNSPECT contract extension addendum or the review of optional contract.

Consideration of Canvas of Election Meeting Minutes – Mayor Zeller made a motion to approve the Canvas of Election Meeting Minutes, as presented. Council Member Schroeder seconded the motion. Motion carried. Motion carried 3-0 with Council Member Kopesky and Wilson abstaining. Canvases of Election Meeting Minutes were approved.

Lakeland Shores City Council Meeting Minutes | 2018

December 6

Consideration of 2019 City Meeting Schedule – Mayor Zeller made a motion to approve the 2019 City Meeting Schedule, as presented. Council Member Wilson seconded the motion. Motion carried 5-0. 2019 City Meeting Schedule was approved.

Council and Staff Reports:

City Engineer – Council Member Bischoff advised the City Engineer was going to attend the meeting but he had advised him it was not necessary. He did request authorization for bids on the 4th street project and to proceed on the rejuvenation process for sealing.

Council Member Bischoff made a motion to authorize advertisement for bids on the 4th Street/Quinlan project and rejuvenation process for sealing on Quinell. Mayor Zeller seconded the motion. Motion carried 5-0.

City Clerk/Zoning Administrator Report –Mayor and Council Reports:

Mayor Zeller – Mayor Zeller stated he continues to work with the MSCWMO through the Washington Conservation District and they are doing a great job. He spoke with the Regional Manager, Mr. Paul Christianson, People Service, who was very accommodating relating to the water situation and will help in the communication issue the City is having. He stated he will continue to make a formal request for the annual workshop.

Council Member Kopesky – Council Member Kopesky suggested Mr. Duane Stensland be provided with a copy of the MNSPECT contract for the upcoming work session in January.

Council Member Schroeder – Council Member Schroeder stated holes continue to be dug on County Road 18. Mayor Zeller advised he has sent pictures to the County and they are looking into that issue.

Council Member Bischoff – Council Member Bischoff stated he did receive some complaints relating icy conditions and some plowing. There is a dead end sign that is down but due to frozen ground conditions it can't be put back permanently until spring. He expressed concern again regarding the \$1,700 bill for median maintenance for this year. The question is if the City would like to maintain it ourselves or just leave it as is.

Mayor Zeller suggested he call the County to discuss some alternative options.

Council Member Wilson – Council Member Wilson stated the Fire Department will be purchasing a new duty vehicle next week and will beginning the budget process again soon.

Adjourn: Council Member Bischoff made a motion to adjourn the meeting. Council Member Schroeder seconded the motion; Motion carried 5-0. Mayor Zeller adjourned the meeting at 7:59 p.m.

City Council of Lakeland Shores

Brian Zeller, Mayor

Interim City Clerk

DR
FF

City of Lakeland Shores
Disbursement Detail - Claims to be Approved
December 1 through December 31, 2018

		Checks Numbered			Description	Amount
		From	To			
EFT	4051	4055			AT & T, EFTPS, PERA, US Bank Fee, Xcel Energy	\$ 323.51
Payroll	6491	6494			Council Payroll 2018	\$ 654.84
Vendor Checks	6495	6500			Vender Check Payments**	\$ 2,680.00
Total Claims to Be Approved						<u>\$ 3,658.35</u>

** Attached Copy of Invoice for check listed below:

Check	6499	GovOffice LLC - Annual Service Web Package	Check Amounts
Check	6500	Mark Nagel - Comp Plan	\$ 475.00
			\$ 630.00

Prepared by Judy Tetzlaff, Treasurer

Fund Name:	Vendor	Date	Check #	Description	Void	Account Name	F-A-O-P	Total
All Funds								
Date Range:		12/01/2018 To 12/31/2018						
12/31/2018	AT & T Mobility (EFT)	12/31/2018	4051	Inv#287268193497X12152018 Cell Phone	N	General Management	100-41901-321-	\$ 61.52
			Total For Check 4051					\$ 61.52
12/31/2018	EFTPS - EFT	12/31/2018	4052	Medicare Tax - 4th qtr 2018	N	Mayor/Council	100-41101-135-	\$ 30.48
			4052				100-41101-174-	\$ 30.48
			Total For Check 4052					\$ 60.96
12/31/2018	MN PERA - EFT	12/31/2018	4053	PERA - Dec 2018	N	Mayor/Council	100-41101-121-	\$ 35.00
			4053				100-41101-173-	\$ 35.00
			Total For Check 4053					\$ 70.00
12/31/2018	US Bank Credit Card - EFT	12/31/2018	4054	Stamps	N	General Management	100-41901-208-	\$ 51.42
			Total For Check 4054					\$ 51.42
12/31/2018	Xcel Energy - EFT	12/31/2018	4055	Acct # 51-6971717-9 Street Lighting - 16695 N 3rd St #617413452	N	Street Lighting	100-43160-381-	\$ 79.61
			Total For Check 4055					\$ 79.61
12/31/2018	Payroll Period Ending 12/31/2018	12/31/2018	6491		N	Mayor/Council	100-41101-106-	\$ 163.71
			Total For Check 6491					\$ 163.71
12/31/2018	Payroll Period Ending 12/31/2018	12/31/2018	6492		N	Mayor/Council	100-41101-106-	\$ 163.71
			Total For Check 6492					\$ 163.71
12/31/2018	Payroll Period Ending 12/31/2018	12/31/2018	6493		N	Mayor/Council	100-41101-106-	\$ 163.71
			Total For Check 6493					\$ 163.71
12/31/2018	Payroll Period Ending 12/31/2018	12/31/2018	6494		N	Mayor/Council	100-41101-106-	\$ 163.71
			Total For Check 6494					\$ 163.71
12/31/2018	City of Lake St Croix Beach	12/31/2018	6495	Inv# Jan 2018 - RENTAL OF CITY HALL	N	General Management	100-41901-412-	\$ 100.00
			Total For Check 6495					\$ 100.00
12/31/2018	Cowboys N Clowns	12/31/2018	6496	City Clerk Services - Dec 2018	N	Clerk	100-41425-310-	\$ 1,000.00
			Total For Check 6496					\$ 1,000.00

Fund Name: All Funds

Date Range: 12/01/2018 To 12/31/2018

<u>Date</u>	<u>Vendor</u>	<u>Check #</u>	<u>Description</u>	<u>Void</u>	<u>Account Name</u>	<u>F-A-O-P</u>	<u>Total</u>
12/31/2018	Judy A Tetzlaff	6497	Treasurer Services - Dec 2018	N	Treasurer	100-41510-310-	\$ 400.00
	Total For Check	6497					\$ 400.00
12/31/2018	Donald M. Fixmer	6498	Inv# 12/1/2018 Videographer	N	General Management	406-41901-405-201	\$ 75.00
	Total For Check	6498					\$ 75.00
12/31/2018	GovOffice LLC A/R	6499	GovOffice Annual Service Package	N	General Management	406-41901-309-201	\$ 475.00
	Total For Check	6499					\$ 475.00
12/31/2018	Mark Nagel	6500	Comp Plan Services 5/3/18 to 11/26/2018	N	Planning and Zoning	406-41910-310-200	\$ 630.00
	Total For Check	6500					\$ 630.00
	Total For Selected Checks						\$ 3,658.35

Mark Nagel
1469 Arden Oaks Drive
Arden Hills, Minnesota

#165

City of Lakeland Shores
P.O. Box 246
Lakeland, MN 55043-9643

INVOICE

For professional services rendered as a Consultant for the City of
Lakeland Shores from 5/1/18 to 12/31/18.

5/3/18 35.00	1 Hr @ \$35/Hr	\$
	Comp Plan List of Jurisdictions to Send to for Comment and Email to City Clerk	
5/21/18 \$35/Hr	3 Hrs @ \$105.00	
	Lind CUP Memo, Analysis and Checklist for June CC Mtg	
5/30/18	1 Hr @ \$35/Hr	\$ 35.00
	Email to Mike Isensee Re: Doing LSWMP; Met Council Rep Re: Deadline Extension for Completion of Comp Plan	
6/7/18 35.00	1 Hr @ \$35/Hr	\$
	Review/respond to Met Council questions on request for 2040 Comp Plan Extension	
6/25/18 35.00	1 Hr @ \$35/Hr	\$
	Conf Call w/ MSCWMO Re: Update of LSWMP; Email to MSCWMO on Steps to Complete	
6/26/18	2 Hr @ \$35/Hr	\$ 70.00
	Prepare Memo and Resolution	

**for 7/12 CC Mtg Re: 2040 Comp
Plan Extension to Complete the
LSWMP**

6/27/18	1 Hr @ \$35/Hr	\$ 35.00
	Research/Prepare Request for 2040 Comp Plan Extension; Email Copy to City Clerk for July CC Mtg	
7/2/18	1 Hr @ \$35/Hr	\$ 35.00
	Emails to City Engineer; MSCWMO Re: LSWMP; Convert LSWMP to Word for MSCWMO for their Revision	
7/10/18	1 Hr @ \$35/Hr	\$ 35.00
	Review/Update Comp Plan Status for July LS CC Mtg	
7/23/18	1 Hr @ \$35/Hr	\$ 35.00
	Conf Call to MSCWMO on LSWMP and Met Council on Status of Comp Plan Extension	
8/11/18	1 Hr @ \$35/Hr	\$ 35.00
	Review MSCWMO comments On Water Supply Plan and Washington County comments on Comp Plan	
8/24/18	1 Hr @ \$35/Hr	\$ 35.00
	Review Washington County Comp Plan Comments; Email for Clarification	
10/9/18	1 Hr @ \$35/Hr	\$ 35.00
	Email to Mayor and City Clerk Re: Next Steps for Comp Plan Completion	
10/31/18	1 Hr @ \$35/Hr	\$ 35.00
	Review Comp Plan Extension Letter from Met Council; Draft, Email Next Steps.	

11/26/18

1 Hr @ \$35/Hr
LS Surface Water Mgt Plan w/
Metro Council Response

\$ 35.00

Total 18 Hrs.

\$630.00

#164

GOVOFFICE

2112 Broadway St. NE #250
Minneapolis, MN 55413
770-293-1823
GovOfficeAccountsReceivable@governmentbrands.com
www.govoffice.com

INVOICE 44096

BILL TO
LMC MN Lakeland Shores
City of Lakeland Shores
PO Box 248
Lakeland Shores, MN 55043

DATE 12/18/2018 TERMS Due on Receipt

DATE	DESCRIPTION	QTY	RATE	AMOUNT
12/18/2018	GovOffice Annual Service Package - Current Client (through 12-31-19) includes: <ul style="list-style-type: none"> • Unlimited bandwidth & Website hosting up to 2 GB of uploads • Unlimited toll-free technical support for staff • Online training/ re-training of Content Management System (CMS) software for staff • Daily backups of stored Website content and design files • Maintenance of Web servers and their installed security systems • Unlimited Administrative users • Upgrades of Content Management System • GovOffice Mobile for optimal Website display on Smartphones • DDoS Protection • Secure TLS (Transport Layer Security) Public Website 	1	475.00	475.00

Please make checks payable to GovOffice LLC & Remit payment to:
Government Brands Shared Services
Attn: GovOffice LLC Accounts Receivable
955a Cobb Place Blvd.
Kennesaw, GA 30144

TOTAL DUE \$475.00

LT = Community Comm

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Item Date	Expend Type	Employee/Supplier	Quantity	UOM	Bill Amount	Comment
03.22.2017	Project Labor	Parotti, John D	2.75	Hours	437.25	review submitted information, call and discuss with DNR, place call to Clerk, write preliminary review comments
04.11.2017	Mileage	Parotti, John D	5.3	Currency	5.3	LS - Preapp meeting 125 Lakeland Shores Road
04.11.2017	Project Labor	Parotti, John D	2	Hours	318	attend preapp meeting
09.11.2017	Project Labor	Parotti, John D	0.5	Hours	89.61	coordination with engineer: request updated plans
09.12.2017	Project Labor	Stephens, Janelle S	0.3	Hours	33.52	administrative support
09.15.2017	Project Labor	Parotti, John D	2	Hours	358.44	preliminary plan review
09.18.2017	Project Labor	Parotti, John D	5.5	Hours	985.7	plan review, coordination with staff, phone and emails with Clerk and Mayor
09.25.2017	Project Labor	Parotti, John D	2	Hours	358.44	send engineering and staff report to J. Cates, overview of resubmittal, email to J. Cates, email to clerk, check order
10.05.2017	Mileage	Parotti, John D	6.36	Currency	6.36	cc meeting
10.05.2017	Project Labor	Parotti, John D	4.5	Hours	806.48	review revised plans, talk with Mike Insensee, prepare for CC meeting, attend CC meeting
10.06.2017	Project Labor	Parotti, John D	1.5	Hours	268.83	correspond with Clerk and Mayor re: grading permit for path and coordination of pre application meeting for grad
10.10.2017	Project Labor	Stephens, Janelle S	0.4	Hours	44.68	administrative support
10.19.2017	Project Labor	Parotti, John D	1	Hours	179.22	Grading permit application; answer applicant's questions, consult with Clerk re: fees
10.20.2017	Project Labor	Parotti, John D	1.5	Hours	268.83	Preliminary review of grading permit application
10.27.2017	Project Labor	Parotti, John D	1.5	Hours	268.83	grading permit review, phone call to Jennifer Cates
11.01.2017	Project Labor	Parotti, John D	1	Hours	179.22	review email from Scanlan and respond, send draft CE review memo to Scanlan
11.01.2017	Project Labor	Stephens, Janelle S	0.5	Hours	55.85	administrative support
11.06.2017	Project Labor	Stephens, Janelle S	0.3	Hours	33.52	administrative support
11.10.2017	Project Labor	Parotti, John D	1	Hours	179.22	grading permit review
11.13.2017	Project Labor	Parotti, John D	0.5	Hours	89.61	grading permit review - correspond with clerk, home owner and contractor - coordinate field meeting time
11.14.2017	Mileage	Parotti, John D	8.48	Currency	8.48	inspect path stakes
11.14.2017	Project Labor	Parotti, John D	1.5	Hours	268.83	Field inspection of path staking
12.08.2017	Project Labor	Stephens, Janelle S	0.25	Hours	27.94	administrative support
01.11.2018	Project Labor	Howe, Lynn M	0.75	Hours	69.75	administrative support
			Total		5341.91	

CONTRACT AMENDMENT

Whereas the City of Lakeland Shores has expressed an interest in retaining inspector and Inspector is willing to provide continuing services, the parties hereby agree to the following changes to the existing contract dated October 1, 2015.

1. The termination date of the agreement shall be amended to the last day of December, 2021.
2. Appendix A. Agreement and Contract for Building Inspection Services. Item 5.
J. Municipality will have unlimited access to Inspector's permitting software at a cost of \$50.00 per month for each user ID. All electronic files and records shall be provided to the Municipality upon termination of this agreement.

All other terms and conditions of the existing contract and amendment shall remain in effect.

IN WITNESS THEREOF, the parties have executed this agreement in duplicate this

_____ day of December, 2018.

City of Lakeland Shores

MNSPECT, LLC

By _____
Brian Zeller, Mayor

By _____
Scott Qualle, President

Attest _____
Interim City Clerk

AGREEMENT FOR BUILDING INSPECTION SERVICES

THIS AGREEMENT made and entered into this day of , 20 by and between Stensland Inspections, State of Minnesota (hereinafter referred to as "Stensland"), and the City of Lakeland Shores, (hereinafter referred to as "LAKELAND").

WHEREAS, LAKELAND has requested Stensland to provide building inspection services to be performed within its service area; and,

WHEREAS, Stensland wishes to contract with LAKELAND to perform building inspection services within the service areas; and,

NOW, THEREFORE, IT IS MUTUALLY AGREED by and between Stensland and LAKELAND as follows:

I.

SCOPE OF SERVICES

1. Stensland agrees to provide building inspection services for LAKELAND. Except as otherwise specifically set forth herein, building inspection services shall only include those types of duties and functions customarily rendered by the building officials under law, and shall not include services which are normally provided by the State of Minnesota such as electrical inspections and issuances of electrical permits nor shall it include such services which are normally provided by Washington County Department of Health including, but not limited to, hazardous property inspection for the purposes of Minnesota Statute 463.15, et. seq., nor shall it provide for septic system inspection or permit issuance therefore.
2. Services shall include maintaining office hours at the Public Works offices of LAKELAND, plan review, preparation of documentation required for the filing of State Surcharge reports and fee calculations.
3. The standards of performance, method of providing building inspection services and other matters incident to the performance of services under this Agreement, including personnel to be employed, shall be those established by the Department of Administration for the State of Minnesota.
4. Under this Agreement, Stensland will receive all applications for building permits for all projects within LAKELAND as required by existing laws, codes and ordinances, with such applications being received by Stensland after they have been first

reviewed by LAKELAND for purposes of planning, zoning, subdivision and other local code regulations and requirements. All applications for permits whether or not they require variances, conditional use permits or other special permits under existing ordinances of LAKELAND shall first be approved by LAKELAND prior to submission of applications for building permits to the building official. The building official for Stensland shall examine such applications to determine compliance with the existing building code.

5. All applications for permits which require variances, conditional use permits or other special permits under existing ordinances of LAKELAND shall first be resolved by LAKELAND prior to the issuance of building permits by the building official. No building permit shall be issued until the office of LAKELAND City Clerk or other LAKELAND designated official executed a written consent to issuance thereon.
6. Stensland shall provide and issue all building permits as required by the existing building codes and shall maintain a duplicate record of all such permits and inspections related thereto. Stensland shall on a monthly basis submit a report to LAKELAND as to individual building permits issued but shall not be required to compile statistic data or otherwise submit reports on behalf of LAKELAND to the State of Minnesota, The Metropolitan Council or other state agencies and departments except as otherwise provided herein.
7. Pursuant to this Agreement, Stensland shall provide necessary plan check services as required by laws, regulations and ordinances.
8. Stensland shall provide all job site inspections on projects under permit as is required by existing building codes and City ordinances and such other reasonable inspections as may be deemed necessary by him or her in order to ensure compliance with the building code, and upon completion of each project shall issue a certificate of occupancy for the said project. No certificate of occupancy shall be issued until any and all fees and charges due to LAKELAND have been paid in full.
9. Stensland shall collect all fees for building applications and charges to be collected incident to the administration of building inspection services contained herein according to the schedule of fees and charges agreed by both parties which is annexed hereto as Exhibit "A" and incorporated by reference herein. All such fees shall be remitted to the city treasurer of LAKELAND.
10. Stensland shall collect all building permit surcharge fees, sewer availability charges and city fees as may be required by statute, regulation, or ordinance and shall remit same to the city treasurer of LAKELAND pursuant to the Agreement.
11. Stensland shall not be required to attend LAKELAND 's staff, planning, council or review meetings except for preconstruction meetings on projects. LAKELAND shall provide input from their fire department(s), police department(s), zoning

- administrator(s) and other staff members appropriate to each building permit application to Stensland as may be reasonably required.
12. Stensland shall have the exclusive authority to determine interpretations and applications of the building code to projects within LAKELAND. Notwithstanding the forgoing, the building inspector shall confer with the City Zoning Administrator of LAKELAND before issuing any such interpretations and applications of the building code on projects within LAKELAND. Stensland shall also have the right to issue stop orders on any project determined not to be in compliance with the terms and provisions of the building code. Enforcement of building code requirements by way of judicial action for either criminal or civil sanction shall remain the exclusive responsibility of LAKELAND.
 13. Building inspection services shall include heating, ventilation, air conditioning inspections as well as plumbing inspections associated with building permits to be issued residential or commercial projects.
 14. Upon completion of any project, the building official shall issue a certificate of occupancy and forward a copy thereof to the City Clerk's office of LAKELAND.

II.

SCHEDULE OF FEES AND CHARGES

1. Fees and charges shall be collected by the building official from the applicant upon issuance of the building permit and shall be collected by the building official from the applicant by either cash or check made payable to LAKELAND. Where building applicants submit a building permit with a cash application fee, an appropriate receipt shall be issued by Stensland to acknowledge its receipt.
2. The valuation for permit purposed shall be determined by the building official and shall be calculated by multiplying the square foot area of the proposed structure times the building valuation factor as published annually by the building codes and standards division of the State of Minnesota Department of Administration. The building permit fee shall be those listed in the current addition LAKELAND of the Uniform Building Code (LAKELAND currently utilizes 1997 edition of the Building Code as adopted by the City).
3. Where work for which a permit is required has been started or proceeded prior to obtaining said permit, special investigation shall be made before a permit may be issued for such work and the investigation fee shall be equal to the amount of permit fee required by the code and shall be collected whether or not a permit is subsequently issued. The payment of such investigation fee shall not exempt any

person from compliance with all other provisions of the code nor from any penalty prescribed by law. All such investigation fees shall be treated as any other building permit fees collected under this contract.

4. The fees and charges set forth on Exhibit "A" are exclusive of fees and charges required by the State of Minnesota for electrical permits and inspections. All work on sites where building permits have been issued prior to this contract shall be paid at the rate of \$59.00 per inspection.
5. At the discretion of the building official, additional charges not to exceed actual expenses received may be made in instances where repeated violations of the building code and/or ordinances necessitate a number of compliance re-inspections. Such charges shall be payable by the permittee prior to the issuance of the certificate of occupancy and shall remain the exclusive property of Stensland.
6. Stensland and LAKELAND agree that the fees for building inspection services contained herein shall be as is set forth within Exhibit "A" annexed hereto and incorporated by reference herein. Stensland shall collect all fees on behalf of LAKELAND for applications for building inspection services and building permits.
7. Stensland shall also conduct plumbing, heating, ventilation and air conditioning inspections pursuant to the building code within LAKELAND. Fees for plumbing, heating, ventilation, and air conditioning inspections as well as fire protection systems, shall be those adopted by LAKELAND during the term of this contract.
8. During the term of this contract, Stensland shall receive 65% of the gross building permit fees and 65% of the plan check fees annually collected within LAKELAND.
9. Payment to Stensland by LAKELAND will be made monthly as with all municipal bills. For purposes of administrative processing of payment, the parties shall use a reporting cutoff date on as of the 15th of each month. The City Treasurer may require Stensland to provide and sign documentation as may be required by law prior to issuing any payment to him under the terms of this contract.

III.

GENERAL TERMS AND CONDITONS

The parties further agree as follows:

1. LAKELAND shall not assume any liability for the direct payment of any salary, wage or other compensation to Stensland or any employee or assistant he uses to perform building inspection services pursuant to this Agreement.
2. Stensland shall not assume any liability to supervise or enforce regulations of LAKELAND or the State affecting zoning, planning, subdivision, wetland or surface water management. LAKELAND shall also be solely responsible to determine compliance with regulations of the Minnesota Department of Natural Resources, the Middle St. Croix Valley Water Management Organization, Valley Branch Water Shed District, Minnesota Department of Transportation and other regulatory bodies and political subdivisions having jurisdictional authority within cities affecting development of lands.
3. LAKELAND shall assume full responsibility for providing to Stensland a current and up to date copy of their zoning and subdivision regulations, zoning and subdivision maps, comprehensive plans, and other regulations on development adopted within cities.
4. All contractors performing construction services within LAKELAND shall be required to provide evidence of licensing and insurance as required by City Ordinance or State law. LAKELAND shall confirm with Stensland all such license and insurance compliance prior to authorizing issuance of a permit to any contractor performing work within the jurisdictional limits of LAKELAND.
5. LAKELAND shall be solely responsible for direct payment of any fees or charges to the State of Minnesota or any of its subdivisions and Washington County as may be required by law affecting development and issuance of building permits within its borders.
6. LAKELAND, and its employees shall cooperate with and assist Stensland in the orderly performance of services to be provided for herein.
7. All applications for building permits and building inspection forms to be utilized hereunder shall be maintained at the office of Stensland.
8. LAKELAND, its officers, agents and employees shall not assume liability for any intentional or negligent act of Stensland or any of its officers, agents or employees and Stensland herewith agrees to hold LAKELAND, their officers, agents and employees harmless from any intentional or negligent act of any employee of Stensland, his assistants and agents and further agrees to defend LAKELAND, its officers, agents and employees, from any claim for damages resulting from the negligent act of Stensland, its officers, agents or employees in performance of this Agreement.
9. Stensland, its officers, agents and employees shall not assume liability for any intentional or negligent act of LAKELAND or any of their officers, agents or

employees and LAKELAND herewith agrees to hold Stensland, its officers, agents and employees harmless from any intentional or negligent act of any employee of LAKELAND, their officers, agents and further agree to defend Stensland, its officers, agents and employees, from any claim for damages resulting from the negligent act of LAKELAND, its officers, agents or employees in performance of this Agreement.

10. It is understood this Agreement contains the entire agreement between LAKELAND and Stensland and that no statement, promise or inducement have been made to any party hereto, or any officer, agent or employee of either party hereto which is not contained within this written Agreement. This Agreement may not be enlarged, modified or altered except in writing signed by the parties and endorsed herein. It is expressly understood between the parties hereto and this understanding should be considered in interpreting the provisions of this Agreement, that upon notice given by any party hereto, later negotiations may be undertaken for the purpose of revising, adding to, or striking any provision or provisions to this Agreement which appear unworkable or insufficient to perfect, maintain and ensure the purpose of this Agreement, and any change to the original provisions of the Agreement mutually acceptable to both parties shall be written and attached to this Agreement as provided above and any such revision, addition or deletion shall only apply to the provision so revised, added or deleted, and the remainder of this Agreement shall remain in full force and effect.

IV.

EFFECTIVE AND TERMINATION DATES

1. **Effective Date.** This Agreement shall be in effect as of the date of its execution between the parties as set forth above.
2. **Termination.** This Agreement shall continue unless otherwise terminated by either party upon 60 days written notice to the other.

V.

ADDITIONAL PROVISIONS

1. **Arbitration.** In the event of any dispute arising between the parties as it affects the interpretation, construction or application of this Agreement to the extent the same cannot be resolved by negotiation between the parties, the same shall be submitted

to the American Arbitration Association for purpose of arbitration and the cost thereof shall be equally born by the parties.

2. **Insurance.** Stensland shall maintain insurance in the minimum amounts as specified by Minnesota Statute 466.04 and shall designate LAKELAND as an additional insured under any and all such policies. Stensland shall annually provide a certificate of insurance to LAKELAND verifying all such coverages. In the event of a notice of claim being filed with either party affecting or arising out of the operation of this Agreement for the provision of building inspection services to the Cities by Stensland, copies of all notices of claim shall be provided both parties to this Agreement.
3. **Storage of Closed Files.** All original building records shall remain the exclusive property of LAKELAND. Upon the completion of building inspection services as it affects individual projects, Stensland may retain LAKELAND's files for temporary storage purposes for a reasonable period of time as may be determined in the discretion of LAKELAND. Notwithstanding the foregoing, all files shall be delivered to the office of the City Clerk of LAKELAND on request of LAKELAND. All open and closed files affection building inspection services to be provided to LAKELAND pursuant to the terms and provisions of this Agreement shall remain the exclusive property of LAKELAND from which the file was generated and LAKELAND shall remain as the exclusive and responsible authority to respond to request for public or private data as is otherwise specified and provided for within Minnesota Statute 13.01, et seq.

**Animal Humane Society
and
City of Lakeland Shores, MN**

**Letter of Understanding for Impound Housing Services
2019**

1. Animal Humane Society (AHS) agrees to provide the following services:
 - a. Housing for stray or abandoned animals that are retrieved or legally seized by your municipality's community service officer (CSO) or animal control officer (ACO), or for stray animals that are brought into the shelter by a citizen and verbal permission is given by your agency via phone for intake. Housing includes kennel space, daily cleaning, food and water.
 - b. Herd management vaccination following our standard vaccination protocols, as well as medically necessary and/or emergency care for sick or injured animals impounded during regular business hours.
 - c. Euthanasia services as deemed necessary by an AHS veterinarian. These services may be provided at the end of the legally required holding period or in the case of a medical situation that requires immediate euthanasia.
 - d. Adoption services as deemed appropriate by AHS veterinary staff. The animals will be evaluated for these services at the end of the legally required holding period.
 - e. Euthanasia services and body disposal as deemed appropriate by AHS veterinary staff. The animals will be evaluated for these services at the end of the legally required holding period.
 - f. Provide animal rabies quarantine or diagnostic service for stray felines or canines that have bitten a person.
 - g. Hold animal for the legally required stray holding period: 5 days in MN, 4 Days in WI if a live release, 7 days in WI if euthanized or until reclaimed by owner within this holding period.
 - h. AHS will follow internal policy and best practice for unclaimed animals. **The City of Lakeland Shores** may request and view AHS policies at any time.

2. AHS expectations:
 - a. AHS is not responsible for sick or injured animals that are left after hours. Outside treatment must be sought for these animals by the animal control officer or community service officer prior to leaving the animals at the AHS facility when veterinary staff members are not on duty.
 - b. AHS has the sole authority to disposition all animals that have not been reclaimed upon the expiration of the legally designated holding period.

This agreement is based on a one year commitment, which is renewed annually from the date your administrator signs the agreement below. The agreement can be ended at anytime by either party with a 30 day notice.

This agreement is entered into on the _____ day of _____, 201_ by



Janelle Dixon, President & CEO
Animal Humane Society

Signed on behalf of Municipal Authority

Printed Name and Title

Resolution No. 2019-01
2019 Permit Fee Schedule
City of Lakeland Shores

	NON-REFUNDABLE FEE	REFUNDABLE DEPOSIT **
Variance	\$300.00	\$800.00**
Special Use Permit	\$100.00	\$1,000.00**
Conditional Use Permit	\$300.00	\$800.00**
Minor Subdivision (3 lots or less)	\$250.00	\$1,000.00**
Major Subdivision (4 or more lots)	\$500.00	\$5,000.00**
Grading Permit	\$75.00	\$500.00**
Moving/ Relocating Structures	\$100.00 or SUP	**
Right-Of-Way Opening Fee	\$500.00	\$5,000.00**
Swimming Pool	\$150.00	\$1,500.00**
Street Vacation	\$100.00	\$1,000.00**
Temporary Health Care Dwelling Permit	\$100.00	
Temporary Health Care Dwelling Permit/Annual Renewal	\$50.00	
Dog License	\$10.00	

- **Residential Site Inspection (including initial S.E.C.)**, required for all new-construction (new homes, detached garages, accessory structures) \$60.00
- **Commercial Site Inspection (including initial S.E.C.)**, required for all new construction (new buildings and accessory structures) \$90.00
- **S.E.C. (soil and erosion control)** .0006 x permit valuation for all *Building* Permits except re-roof, re-side, window replacement, decks & interior remodels. Minimum \$150.00 new home or commercial construction, minimum \$50.00 on any other non-exempt construction.
- **Demolition Permit Fees:** Based on valuation with a minimum fee of \$100.00
- **Exterior Structures:**
 - Retaining Wall (over 4' in height): based on valuation
 - Fence (over 7' in height): based on valuation
 - Sheds (over 200 sq. feet): based on valuation
 - Swimming Pools:
 - Seasonal Swimming Pools: \$50.00
(Seasonal residential swimming pools requiring permits (over 24" and 5000 gallons, installed entirely above grade) are allowed to be installed with a single application and approval provided that the same pool is installed in the same location each year. Once approved, the pool may be put up and taken down any number of times. A site plan is required to be approved as a part of the permit submittal, and must be kept on site for review as needed.)
 - Permanent and In-ground Swimming Pools: Based on Valuation
- **Pre-moved in single family dwelling - code compliance inspection:** \$175.00 plus travel time and mileage from municipality office (as calculated by Google maps)
- **Pre-moved in accessory structure - code compliance inspection:** \$125.00 plus travel time and mileage from municipality office (as calculated by Google maps)
- **Connection fee - Moved in structure:** \$200.00 (does not include foundation/interior remodel)
- **Manufactured home installation:** \$200.00 (does not include foundation/interior remodel) plus connection fees (if applicable)
- **Connection fee - plumbing:** \$50.00
- **Connection fee - mechanical:** \$50.00
- **Site work for manufactured, prefab, or moved in home (foundation, basement, etc.):** valuation based

State Surcharge Fees

State Surcharge: Schedule is based on the currently adopted State Surcharge Table - per MN Statute 326B.148

State Surcharge is applicable on all permits unless otherwise noted.

<u>Water Hook Up (Deferred)</u>	\$5,000.00	
<u>Garbage Hauler</u>	\$100.00/annual	
<u>Other Permit Not Specified</u>	\$50.00	
<u>Tobacco License</u>	\$50.00	
<u>2 AM Liquor License</u>	\$100.00	
<u>Sunday Liquor License</u>	\$100.00	
<u>On-Sale Liquor License</u>	\$1,200.00	
<u>Off-Sale Liquor License</u>	\$240.00	

** Initial (if not specified) or Additional (over and above that specified) Deposits may be required by the City Clerk or Zoning Administrator for more complex applications after consulting with the City Attorney, City Engineer, Building Inspector and/or the City Treasurer. If the estimated deposit amount is greater than listed above, the Zoning Administrator shall seek approval of the City Council.

The refundable deposit is used to pay expenses incurred by the City related to the permit. Any excess funds remaining after the matter has been concluded shall be refunded to the applicant. No interest shall accrue on any deposit. If expenses, in excess of the refundable deposit are incurred, the applicant will be billed for the excess.

LAKELAND SHORES BUILDING CODE FEE SCHEDULE

Effective Date: 01/05/2017

Residential Fees

(for permits that are issued over-the-counter and have flat-rate fees)

(Definition of residential: **IRC-1 Single Family Dwelling:** Any building that contains one dwelling unit used, intended, or designed to be built, used, rented, leased, let, or hired out to be occupied, or occupied for living purposes. **IRC-2 Two-Family Dwelling:** Any building that contains two separate dwelling units with separation either horizontal or vertical on one lot used, intended, or designed to be built, used, rented, leased, let, or hired out to be occupied, or occupied for living purposes. **IRC-3- Townhouse:** Definition: A single-family dwelling unit constructed in a group of two or more attached units in which each unit extends from the foundation to the roof and having open space on at least two sides of each unit. Each single-family dwelling unit shall be considered to be a separate building. Separate building service utilities shall be provided to each single-family dwelling unit when required by other chapters of the State Building Code. **IRC-4 Accessory Structure:** Definition: A structure not greater than 3000 ft² in floor area, and not over two stories in height, the use of which is customarily accessory to and incidental to that of the dwelling(s) and which is located on the same lot.

Maintenance Permit Fees:

- o Re-Roof: \$75.00 see handout for when building permit is required
- Re-Side: \$75.00 see handout for when building permit is required
- .. Re-Window: \$75.00 replacement of same size windows (Exception: egress windows refer to handout)
- Re-Door (Exterior): \$75.00 replacement of same-size exterior doors
- iii Garage door: \$75.00 replacement of same size doors

Plumbing Permit Fees:

- m New fixtures: \$80.00 (minimum) (\$10.00 per fixture after 8 fixtures)
- s Lawn Irrigation Systems: \$80.00
- " Fixture Maintenance: \$50.00 (This permit is for replacing ONE previously existing fixture or appliance where only disconnecting and reconnecting of existing pipes or ducts is to be done. Changing vent systems, running new drain or supply lines, or replacing or installing new ductwork, pipes, or vents is not fixture maintenance. Examples include Water Softener, or Water Heater Replacement. Multiple fixtures: use new fixture fees.)

Mechanical Permit Fees:

- iii New appliances: \$75.00 (minimum) {\$37.50 per unit/two unit minimum)
- Gas Line (with mechanical permit): \$12.50 per gas line, \$25.00 minimum

Water Hook Up (Deferred)	\$5,000.00	
Garbage Hauler	\$100.00/annual	
Other Permit Not Specified	\$50.00	
Tobacco License	\$50.00	
2 AM Liquor License	\$100.00	
Sunday Liquor License	\$100.00	
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The refundable deposit is used to pay expenses incurred by the City related to the permit. Any excess funds remaining after the matter has been concluded shall be refunded to the applicant. No interest shall accrue on any deposit. If expenses, in excess of the refundable deposit are incurred, the applicant will be billed for the excess.

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Mechanical Permit Fees:

- iii New appliances: \$75.00 (minimum) (\$37.50 per unit/two unit minimum)
- Gas Line (with mechanical permit): \$12.50 per gas line, \$25.00 minimum

Other Inspections and Fees

1.	Re-inspection Fee - A re-inspection fee may be assessed for each inspection or re-inspection when such portion of work for which inspection is called is not complete or when corrections called for are not made. On valuation-based building permits, this fee is not to be interpreted as requiring re-inspection fees the first time a job is rejected for failure to comply with the requirements of the code, but as controlling the practice of calling for inspections before the job is ready for such inspection or re-inspection. Re-inspection fees shall also be assessed when: 1) the address of the jobsite is not posted, 2) the inspection record card is not posted or provided at the worksite, 3) the approved plans are not readily available for the inspector, 4) full access to the site is not provided for the inspector, 5) the inspector is not met by the responsible individual (no show), 6) on residential (IRC) maintenance permits where corrections are required to be inspected, and 7) deviations from the approved plans occur without prior building official approval. Re-inspection fees are due on or before the re-inspection. Payment shall be made payable to the Municipality;	\$50.00 each
2.	Inspections outside of normal business hours (will include travel time both ways - 2 hour minimum):	\$60/hr.
3.	Inspections for which no fee is indicated, Miscellaneous and Special Services (1/2 hour minimum):	\$60/hr.
4.	Additional Plan Review required by changes, additions, or revisions to approved plans (% hour minimum)	\$75/hr.
5.	Special Investigation fee (work started without obtaining a permit) applied whether permit is issued or not	100% of permit fee
6.	Copy charge (black/white 8 1/2" x 11") - per side	\$.25/sheet
7.	Copy charge (black/white 11 x 17 and 8 1/2" x 14) - per side	\$.50/sheet
8.	Copy charge (color 8 1/2" x 11") - per side	\$1.00/sheet
9.	Copy charge (color 11 x 17 and 8 1/2" x 14) - per side	\$2.00/sheet
10.	Replacement permit card fee - short card (8 1/2" x 7")	\$25.00
11.	Replacement permit card fee - long card (8 1/2" x 14")	\$40.00
12.	License Look-UP (contractor license verification)	\$5.00
13.	Lead Certification (for eligible construction) (contractor Lead Certification Verification)	\$5.00
14.	Permit Renewal within 6 mos. of expiration (no plan changes, no code changes, new permit number)	50% of original permit fee
15.	Change of Use of occupancy classification	\$100.00
16.	Pre-Final inspection (new home or structure) - 2 hour minimum	\$60/hr.
17.	Temporary Certificate of Occupancy - Escrow (less costs to administer)	\$1,000.00
18.	Refunds:	
	Plan review (if plan review has not started)	100%
	Plan review (if plan review has started - partial)	50%
	Plan review (if plan review has been completed)	0%
	Permit fee (if work has not started) within 6 months of permit issuance by municipality	75%
it	fee (if work started)	0%
	tenance Permits	0%

Passed by the City Council of Lakeland Shores, Minnesota this 3rd of January, 2019.

Brian Zeller, Mayor

Attested:

Interim City Clerk

**CITY OF LAKELAND SHORES
RESOLUTION 2019-01
2019 ANNUAL APPOINTMENTS**

WHEREAS, the City of Lakeland Shores requires active participation and consultation for the various duties and departments of running the City:

NOW, THEREFORE, BE IT RESOLVED by the City Council of Lakeland Shores, Minnesota that they appoint the following representatives and consultants as follows:

Acting Mayor: John Bischoff
Animal Control Officer: Kathy Pelnar
Bluff Cutting Permit: City Clerk
Building Official: Scott Qualle/MNSPECT
Cable Commission: Tim Schroeder
City Attorney: Kelly & Lemmons, P.A.
City Engineer: John Parotti, Short Elliot Hendrickson, Inc.
City Treasurer: Judy Tetzlaff
Culvert Inspector: John Bischoff
Dog Licensing: City Clerk
Emergency Management: Brian Zeller
Fire District Audit Committee: Tom Wilson
Elections Coordinator: Joan Heldt
Lower St. Croix Valley Alliance: All Council Members
LSCVFPD: Tom Wilson
MSCWMO Water Management: Brian Zeller
Newsletter: City Clerk
Official Depository: US Bank and 4M Fund
Official Newspaper: St. Paul Pioneer Press
Process Server: Washington County Sheriff's Office
Recycling: Tom Wilson
Roads Commissioner: John Bischoff
Website: City Clerk
Weed Control/Inspector: Tim Schroeder
Yellow Ribbon Alliance LSCV: Randy Kopesky
Zoning Administrator: City Clerk

Passed and Adopted by the City Council on this 3th day of January, 2019

City Clerk

Brian Zeller, Mayor

Administrator/Clerk

From: Nicole Freeman <Nicole.Freeman@co.washington.mn.us>
Sent: Tuesday, December 18, 2018 11:29 AM
To: Andy Erickson; Bailey Fencil; Becky Herman (townclerk@denmarktownship.org); Brenda Eklund (b.eklund@ci.scandia.mn.us); 'bwolf@ci.stillwater.mn.us'; Carrie Seifert (townclerk@westlakeland.govoffice2.com); Cheryl McColley; Cindie Reiter ClerkSMP; Cindie Reiter Roberts (cindie311@gmail.com); City of Lakeland Shores (lakelandshores@gmail.com); Dave Engstrom - City of Lake St. Croix Beach (Lscb@comcast.net); Deb Meade (officeasst@ci.afton.mn.us); Ed Shukle - City of Landfall (eshukle@cityoflandfall.com); Elizabeth Bell - Grey Cloud Township (townclerk@greycloudislandtwp-mn.us); Jennifer Samec (jsamec@westlakeland.govoffice2.com); Jennifer Thoen Pinski (jpinski@cityofoakparkheights.com); Jerene Rogers; Joan Heldt (joan.heldt@comcast.net); Joanne Frane (dellwoodcityhall@comcast.net); Joe Fischbach (jfischbach@cottage-grove.org); Julie Johnson (jjohnson@lakeelmo.org); Julie Yoho - City of Afton (jyoho@ci.afton.mn.us); Kate Piscitello; Kathy Schmoeckel (kgschmoeckel@yahoo.com); Kim Blaeser (kblaeser@ci.woodbury.mn.us); Kim Points (clerk@cityofgrant.com); Linda Tibbetts; Lynette Peterson (mosc@cityofmarine.org); City of Hugo - Michele Lindau; Nancy Healey (clerk@baytownmn.org); Neil Soltis (n.soltis@ci.scandia.mn.us); Ronald J Moose (administrator@ci.afton.mn.us); Sara Taylor (staylor@ci.bayport.mn.us); Sharon Ornquist (sornquist@stpaulpark.org); Sue Barry (sue@ci.oakdale.mn.us); Tobin Lay (Tobin.Lay@CityofBirchwood.com); Travis Brierley (tbrierley@newportmn.com); Vickie Keating - City of Pine Springs (cityofpinesprings@juno.com); Vickie Keating (vkeating1@comcast.net); Barbara Proulx (proulxb@stillwaterschools.org); Connie Ramberg - ISD 831 (cramberg@flaschools.org); Deanna Werner (dwerner@hastings.k12.mn.us); Jeannine A. Lanz (jlanz@isd622.org); Jo McCabe (jmccabe@isd622.org); Jodi Davis (jdavis@isd2144.org); Laura Eliason (laura.eliason@isd832.net); Pottratz, Dayna; Sharon Dierkhising (sdierkhising@flaschools.org); Timothy Maurer (tim.maurer@isd624.org)
Subject: Reminder: Resolution declaring Polling Locations due 12/31

Hello,

A reminder that per MN Statue 204B.16 (cities & towns) and 205A.11 (school districts) must designate by resolution polling places for 2019 regardless if you have an election scheduled or not.

Thank you to those clerks who have already sent your resolutions. If you haven't passed one yet, please do so as soon as possible.

MACO and other advocacy groups are working to get this law changed so you don't have to do it each year, but currently, the way the law reads, this must be done **"By December 31 of each year"**.

<https://www.revisor.mn.gov/statutes/cite/204B.16>

<https://www.revisor.mn.gov/statutes/cite/205A.11>

Please let me know if you have any questions.

Best,

Subdivision 1. Authority; location.

By December 31 of each year, the governing body of each municipality and of each county with precincts in unorganized territory must designate by ordinance or resolution a polling place for each election precinct. The polling places designated in the ordinance or resolution are the polling places for the following calendar year, unless a change is made:

- (1) pursuant to section 204B.175;
- (2) because a polling place has become unavailable; or
- (3) because a township designates one location for all state and federal elections and one location for all township only elections.

Polling places must be designated and ballots must be distributed so that no one is required to go to more than one polling place to vote in a school district and municipal election held on the same day. The polling place for a precinct in a city or in a school district located in whole or in part in the metropolitan area defined by section 200.02, subdivision 24, shall be located within the boundaries of the precinct or within one mile of one of those boundaries unless a single polling place is designated for a city pursuant to section 204B.14, subdivision 2, or a school district pursuant to section 205A.11. The polling place for a precinct in unorganized territory may be located outside the precinct at a place which is convenient to the voters of the precinct. If no suitable place is available within a town or within a school district located outside the metropolitan area defined by section 200.02, subdivision 24, then the polling place for a town or school district may be located outside the town or school district within five miles of one of the boundaries of the town or school district.

RESOLUTION 2019-03

A RESOLUTION DESIGNATING PRECINCT POLLING LOCATIONS FOR THE 2019 ELECTIONS IN THE CITY OF LAKELAND SHORES, WASHINGTON COUNTY, MINNESOTA

WHEREAS, there was a change made during the 2017 legislative session to State Statute 204.16 which discusses polling place designations; and,

WHEREAS, state law now requires municipalities to designate precinct polling places for all elections for the year by December 31 of the prior year; and,

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Lakeland Shores hereby designates precinct polling location for 2019 as follows:

Precinct 1 – **Embrace Church**
16600 7th St S,
Lakeland, MN 55043

ADOPTED by the Grant City Council this 3rd day of January, 2019.

Brian, Mayor

ATTEST:

City Clerk