



# LAKE MINNETONKA CONSERVATION DISTRICT

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**AGENDA**  
**LAKE MINNETONKA CONSERVATION DISTRICT**  
**Wednesday, December 13, 2023**  
**Wayzata City Hall**  
**600 Rice Street, Wayzata, MN 55391**

## **PUBLIC PARTICIPATION**

Those attending the meeting, please complete the attendance sheet. Those desiring to participate in the meeting should complete the *Public Comment Form* at the meeting if the online [Public Comment Form](#) was not submitted. The Chair may choose to reorder the agenda for a specific agenda item if it would benefit the needs of those in attendance. Please see *Public Comments* Section for more information.

## **WORK SESSION AGENDA**

**6:00 p.m.**

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*The purpose of the Work Session is to allow staff to seek input from the Board and for the Board to discuss matters in greater detail than generally available at the formal Board Session. The Board may give staff direction or express a preference but does not formally vote on matters during Work Sessions. While all meetings of the Board are open to the public, Work Session discussions are generally limited to the Board, staff, and designated representatives. Work Sessions are not videotaped. The work session may be continued after the formal meeting, time permitting.*

**No Work Session**

## **FORMAL MEETING AGENDA**

**7:00 p.m.**

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*The purpose of the Formal Session is to allow the Board to conduct public hearings and to consider and take formal action on matters coming before the LMCD.*

- 1) **CALL TO ORDER**
- 2) **PLEDGE OF ALLEGIANCE**
- 3) **ROLL CALL**
- 4) **APPROVAL OF AGENDA**
- 5) **CHAIR ANNOUNCEMENTS**
  - A) Rep. Patty Acomb
  - B) Director Evaluation Work Session Jan 10<sup>th</sup>

- 6) **APPROVAL OF MINUTES** (11/08/2023 LMCD Regular Board Meeting)
- 7) **APPROVAL OF CONSENT AGENDA**
  - A) Audit of Vouchers (11/16/2023 – 11/30/2023)
  - B) Audit of Vouchers (12/1/2023 – 12/25/2023)
  - C) Resolution Accepting Save the Lake Contributions (10/3/2023 – 12/8/2023)
  - D) Norton Homes, LLC Variance Findings of Fact
  - E) 2024 Contract For Professional Services – Video on Demand Services, Minute Taking Services, Producer Services, and Rental Agreement
  - F) 2024 Appointment of Legal Services, Auditing Services, Bank Depository, and Newspaper Designation
- 8) **PUBLIC COMMENTS** – *Provides an opportunity for the public to address the board on items that are not on the agenda. Public comments are limited to 5 minutes. Please direct all comments to the Board Chair. The Board generally will not engage in public discussion, respond to or correct statements from the public, or act on items not on the agenda. The Board may ask for clarifications or direct staff to report back on items at future meetings.*
- 9) **PUBLIC HEARING**
  - A) WFH Code Amendment Public Hearing
  - B) Braun Intertec Variance
- 10) **OTHER BUSINESS**
  - A) Save the Lake Update
- 11) **OLD BUSINESS**
  - A) Buoy Workgroup Update
- 12) **NEW BUSINESS**
  - A) Nominating Committee Appointments
  - B) 2024 Public Meeting Calendar
- 13) **TREASURER REPORT**
  - A) November Balance Sheet
  - B) November General & STL Income Expense Reports
- 14) **EXECUTIVE DIRECTOR UPDATE**
  - A) ARC Document Scanning & Data Request
  - B) Termination of Alerus Bank Accounts
  - C) Brandography Proposal For ADA Compliance
- 15) **ADJOURNMENT**

**LAKE MINNETONKA CONSERVATION DISTRICT  
BOARD OF DIRECTORS**

7:00 P.M., November 8, 2023  
Wayzata City Hall

**1. CALL TO ORDER**

Chair Hoelscher called the meeting to order at 7:00 p.m.

**2. PLEDGE OF ALLEGIANCE**

**3. ROLL CALL**

**Members present:** Ann Hoelscher, Victoria; Jake Walesch, Deephaven; Rich Anderson, Orono; Kristi Conrad, Greenwood; Ben Brandt, Mound; Gabriel Jabbour, Spring Park; Mark Kroll, Excelsior; Ryan Nellis, Tonka Bay; Denny Newell, Woodland; Nicole Stone, Minnetonka; and Deborah Zorn, Shorewood. Also present: Joe Langel, LMCD Legal Counsel; Thomas Tully, Manager of Code Enforcement; Maisyn Reardan, Office and Finance Manager; Raina Arntson, Executive Assistant Code Enforcement and Operations; and Interim Executive Director Jim Brimeyer.

**Members absent:** Dan Baasen, Wayzata; Mike Kirkwood, Minnetrista, Dennis Klohs, Minnetonka Beach

**Persons in Audience:** Tom Dennison, Allison Adducci, Laurie Anderson, Peter Hitch, Jeff Parkhill, and Lt. Richard Rehman.

**4. APPROVAL OF AGENDA**

**MOTION:** Anderson moved; Walesch seconded to approve the agenda as submitted.

**VOTE:** Motion carried unanimously.

**5. CHAIR ANNOUNCEMENTS**

There were no Chair announcements.

**6. APPROVAL OF MINUTES-** 10/25/2023 LMCD Regular Board Meeting

**MOTION:** Kroll moved; Newell seconded to approve the 10/25/2023 LMCD Regular Board Meeting minutes as submitted.

**VOTE:** Ayes (8), Abstained (3), (Nellis, Stone, Zorn). Motion carried.

**7. APPROVAL OF CONSENT AGENDA**

**MOTION:** Walesch moved; Stone seconded to approve the consent agenda as presented. Items approved included: **7A)** Audit of Vouchers (11/01/2023 – 11/15/2023); **7B)** Wayzata Panoway Length Denial Findings of Fact; and **7C)** Approval of MDL for Panoway.

**VOTE:** Motion carried unanimously.

**8. PUBLIC COMMENTS-** Persons in attendance, subjects not on the agenda (limited to 5 minutes)

There were no public comments.

**9. PUBLIC HEARING**

**A) Norton Homes, LLC**

Tully provided the site location of the property on Forest Lake in the City of Orono and explained that the current dock does not meet the standard LMCD Code requirement although it has existed for many years with some reconfiguration. He stated that the current dock structure is approximately 80 feet in length and encroaches over the south side site line. He stated that the applicant is asking for a side setback reduction due to conflicting dock use areas. He stated that the applicant has about 90 feet of shoreline for the one parcel and the variance was submitted in an effort to resolve the conflicting dock use area located at the site due to abnormal site conditions. He noted that neighboring properties in the area are also out of LMCD compliance. He reviewed the details of the proposal which would extend the dock to a length of 75 feet with walkways of five feet in width. The applicant proposes one BSU with up to three additional watercrafts. He noted that the applicant would maintain a minimum five-foot setback from the northern side site line at the dock structure and a minimum five-foot setback from the southern side site line at the end of the dock structure. He displayed an overlay showing the conflicting dock use areas for the properties in this area. He stated that the LMCD did not receive any comments from public agencies but received two public comments in opposition to the requests which were provided to the Board. He highlighted some other considerations, noting that this proposal is fully within the applicant's dock use area and staff recommends approval subject to the proposed conditions.

Hoelscher asked if the neighbors to the north or south provided input.

Tully replied that staff has not heard directly from those neighbors via written comments.

Walesch asked where the additional BSUs would be stored.

Tully provided details, noting that the watercraft would be fully behind that main BSU. He stated that the fishing boat would be proposed for the southern side of the U. He stated that the applicant would need to provide the actual locations for the watercraft on the site plan.

Anderson commented and received confirmation that the watercraft would be stored per Code.

Jabbour referenced the dock use area for the properties in this area, noting that there was a problem in the way the lots were platted.

Zorn referenced the dock use areas to the south and asked if those properties are all out of compliance.



Tully replied that this is a common issue on bays. He noted that this area in particular is problematic but would not want to comment on other properties without having that information in front of him.

Kroll commented that this is a unique situation in that none of these lot lines, for the bottom three lots, are perpendicular to the shoreline. He stated that it appears that there has been an informal agreement that people are putting their docks perpendicular rather than following the shoreline.

Tully commented that it would be a dangerous path to follow that precedent and not follow Code.

Hoelscher disagreed as the LMCD encourages property owners to work together to find a solution if everyone agrees.

Walesch noted that Tully is talking about the applicant while Kroll commented on other properties. He agreed that if neighbors can work something out that is great, but the Board needs to consider this request.

Hoelscher invited the applicant to address the Board; the applicant declined.

Hoelscher opened the public hearing at 7:19 p.m.

Ken and Lorrie Anderson, properties on the north side, commented that they are concerned with the five-foot setback and would like the LMCD to deny the request. The residents expressed concern with the length of the canopy noting that their home is close to the lake and the visual from their home would be impacted. It was noted that the subject property is currently listed for sale and is not occupied or in use. The residents commented that they have 110 feet of shoreline and do not want encroachment.

Nellis asked if there has ever been a canopy on the subject property and it was confirmed that there has not been, therefore any type of canopy would be new. He asked if the Andersons had a canopy.

Mrs. Anderson confirmed that they do have a canopy on their dock that lifts off for their own dock.

Jabbour commented that the applicant would not be using their entire envelope.

Mrs. Anderson commented that she would prefer a larger setback and are opposed to the variance.

Tom Dennison, 4175 Forest Lake Drive, commented that Forest Lake is a small bay that has become a mecha with over 100 boats on the bay on a weekend. He commented that the channel is very interesting that comes into the bay, and it is not designed for large boats. He wondered if the owner realized the difficulty a large boat would have in getting in and out through the channel. He noted that under high water conditions a large boat cannot pass through the channel because of the bridge deck.

Allison Adducci, 1005 Linden Lane, commented that her property is to the south and she would be opposed to the request. She commented that the sight line from their deck would be impacted by the canopy and boat.

No additional comments were offered, and the public hearing was closed at 7:30 p.m.

Kroll commented that if the dock were moved to the north to the five-foot setback, it would block that neighbor's view but if moved to the south that would cross onto the lot line and block the view as well. He stated that as much as he appreciates the recommendation from staff, he is unsure this would be the best compromise.

Walesch stated that this is a typical variance request. He stated that the Board is charged with ensuring people can reasonably use their property and converging lot lines is a common occurrence. He noted that the issue limits dock use areas. He stated that the Board does not consider views from shore or from a home because property rights cannot be restricted due to the orientation of a home and how people look onto the water. He stated that the request does have five-foot setbacks, which is a reduction, but believes that to be reasonable because of the converging lot lines and reasonable way to use the property. He stated that he does support the recommendation of staff.

Mrs. Anderson asked if the variance was approved and the property is sold, would the variance remain in place. She asked if there is a height limit for a canopy.

Walesch confirmed that the variance would be recorded with the property. He stated that the request would be limited to what is requested tonight but was unsure there is a height limit. He commented that he was unsure that a boat that large could get through the channel per the comments of another resident, and therefore perhaps the person that purchases the property will choose to have a smaller boat.

Mrs. Anderson commented that typically there would be a 20-foot setback and this would reduce the setbacks to five feet.

Kroll commented that there are restrictions on a canopy and asked for clarification.

Tully commented that when they look at canopies or boat houses with closed walls there would be a 20-foot setback.

Walesch asked if the applicant is proposing full canopy on both sides.

Tully replied that there is no proposal for a canopy.

Walesch asked whether a canopy would be allowed.

Tully replied that a canopy would be allowed and provided additional regulations that would apply to a canopy. He confirmed that there are different regulations for canopies with closed walls. He stated that if the canopy were only on the top, standard setbacks would apply.

Hoelscher stated that variances are considered to allow use of the land and variances are not allowed for a

certain type of boat, or multiple boats. She asked if a boat could be allowed with a straight dock without the slip without a variance.

Tully replied that under normal circumstances the dock could be extended to 90 feet, but this proposal would limit that length to 75 feet. He stated that at 90 feet standard setbacks could not be met. He stated that there could also be a water depth issue.

Hoelscher asked if a 75-foot dock in the center could meet setbacks.

Tully was unsure.

Jabbour commented that there is a restriction on the size of the boat at 75 feet per State law. He stated that common sense does not have to prevail, the law has to prevail. He warned the Board not to design things for the applicant as the applicant could request a lot line extension which would cause everyone's dock to move. He stated that it is the obligation of the Board to give this person the right to access water. He stated that the roof and peak of the canopy is the most intrusive part of a canopy, but the Board has not right to talk about that.

Anderson stated that Tully has been working on this for two months but after a review of a few minutes, Kroll disagrees with that assessment. He stated that the applicants produced a different proposal which was then adjusted to provide a setback of five feet on each side. He agreed with Jabbour that the applicant could extend out to 90 feet if desired. He noted a similar request that was approved in September with zero lot lines.

Zorn commented that a width of five feet is generous and every foot counts in this type of request.

Tully stated that he cannot comment on why that was chosen, but it was part of the request, and it does not seem crazy as the length is being limited. He stated that a width of 3.5 could be approved which would provide three additional feet for setbacks.

Zorn stated that when there is a tight envelope, she likes to see applications that are aware of that and request minimums in terms of length and width. She asked the options that have been explored thus far.

Tully stated that when staff receives an application, it is important that staff do not design the dock for them. He stated that staff can advise via the Code. He stated that in this case the dock cannot extend as far as it typically could. He stated that five-foot setbacks seem reasonable, given the zero-foot setbacks that were approved in September.

Conrad asked where the dock is for the property to the north, as it seems that dock is very close to the converging lot line.

Tully stated that the way the property is set up, staff felt that having a five-foot setback on either side and limiting the dock length would be less impactful to the neighboring properties. He confirmed that the property to the north has a large dock use area but did not have an aerial view showing the dock location for that

property.

**MOTION:** Walesch moved, Jabbour seconded to direct LMCD legal counsel to prepare Findings of Fact and Order approving the variance application from Norton Homes, LLC for the property located at 4215 Forest Lake Drive in Orono for final approval at the December 13, 2023 LMCD Board meeting.

Further discussion: Conrad asked if the canopy would be included in the approval.

Tully replied that a canopy would be implied as allowed. It was clarified that the canopy would be ten feet from the property line.

Zorn requested to make an amendment to adjust the width of the dock to 3.5 feet.

Walesch asked what would be accomplished by doing that as it would not change the location of the canopy, which seemed to be the concern.

Zorn noted that could be a factor in how large the canopy could be.

Walesch stated that he would prefer a condition that the canopy could not be closer than ten feet to the property line and that it be accessed from the south.

Zorn agreed.

Anderson commented that the dock will most likely be 3.5 feet wide as that is the standard dock.

Walesch stated that if not know as that is not what has been requested.

Anderson commented that a requirement of 10 feet from the property line would not allow the placement on a 3.5-foot dock. He clarified that he did not see that the request was for a five-foot dock.

Walesch clarified again that he did not accept the request to change the width of the dock but would instead place a condition requiring a canopy to be no closer than ten feet to the property line.

Jabbour and Zorn agreed with the amendment proposed by Walesch.

**VOTE:** Motion carried unanimously.

## 10. OTHER BUSINESS

### A) Gift to LMCD

Brimeyer commented on the equipment that has been available for use in the conference room, which is a

generous donation that should be acknowledged.

**MOTION:** Anderson moved; Kroll seconded to accept the gift of the audio-visual equipment in the conference room.

**VOTE:** Motion carried unanimously. (Jabbour abstained)

Hoelscher thanked Jabbour for the equipment, noting that it has been used many times and has been very helpful.

## 11. OLD BUSINESS

### A) WFH Workgroup Update

Walesch commented that some possible language has been drafted beginning to make a redline version. He stated that the intention is to have a final draft to come before the Board for review in the coming weeks and if there is agreement, which could then move forward to a public hearing.

### B) Buoy Workgroup Update

Jabbour commented that there has been one meeting at one of his marinas because that is where the buoys are. He stated that it was a productive meeting to share information. He stated that everyone agreed that placement of buoys should be left to the Sheriff as stated per State Statute. He stated that the quality of the buoys is his main issue. He stated that he believes the buoy program is a good program but has suffered because of misallocation of funds.

Anderson reviewed a 1996 U.S. Coast Guard specification for marine aids on navigation.

Jabbour reviewed photos of buoys that were in the lake, showing the poor condition. He showed a photo of the buoys that will be used again next year, noting that you cannot see the green channel marking buoys in the dark with a light shining.

Anderson noted that the green buoys look new but do not light at night.

Jabbour commented that the buoys marked for destruction have been hit by boats. He stated that people are commenting that the buoys are the worst they have ever been.

Hoelscher agreed that this was the purpose of the workgroup and asked the group to develop a solution or plan to present to the Board.

Jabbour commented that the State Statute dictates that any marking below water has to reflect 80 percent of that showing above the water. He noted that one out of 99 buoys would meet that standard. He stated that it is the ability of Hennepin County to manage these buoys.

Anderson asked if the workgroup is going to figure this out or whether Hoelscher, Brimeyer and Tony will be working this out.

Hoelscher stated that she spoke with Tony before the workgroup was created and does not intend to be involved, although could help if needed.

Brimeyer commented that after the workgroup meeting, Tony had a conversation with Hoelscher and Brimeyer as Tony wanted to explain what they did. He stated that he and Brimeyer have not met again with County staff. He confirmed that the workgroup has been tasked with this issue.

## **12. NEW BUSINESS**

There was no new business.

## **13. TREASURER REPORT**

Anderson provided a review of the balance sheet.

Brimeyer provided additional input on the intention between the different accounts and then completed comparisons in December and January. He stated that the delay was to ensure that all payments have cleared through that account before transferring the remaining funds.

Hoelscher asked Anderson to continue to collaborate with staff on this issue.

## **14. EXECUTIVE DIRECTOR UPDATE**

Brimeyer commented that the newsletter has been published and mailed to lakeshore owners.

Hoelscher stated that they are in the process of revising the winter rules brochure to update that before distribution. She commented that the winter rules are not mailed but are instead distributed in other ways. She noted that waterproof paper copies are also left at launches. She stated that QR codes have also been placed at launches for people to access that information and asked if there is a preference for one over the other.

Nellis commented that he would favor using both formats and commended staff for their efforts.

Tully commented that new boxes were created last year, and it has been successful.

Hoelscher confirmed that they would continue to use both formats.

### **A) Member Appointments, Officers**

Brimeyer commented that members are appointed, or reappointed, by their respective cities. He then confirmed the timeline for appointing officers, confirmed that occurs after the new members join the Board.

Hoelscher confirmed the consensus of the Board to have information on the nominating process available at the next meeting with members to be appointed to the Nominating Committee at that meeting. She reminded the Board that those participating on that committee are not eligible for an officer position.

**B) Goff Public 2024 Agreement**

Brimeyer stated that the 2024 proposal was received from Goff for \$40,000, which is the amount budgeted for 2024 as well. He stated that he will sign the agreement to proceed. He stated that he received a call from an entity stating that the LMCD website is not ADA compliant. He stated that staff will be speaking with the consultant to determine what would be needed to become fully compliant. He stated that it was estimated that the website is currently about 94 percent compliant, therefore he did not think it would be a high charge. He stated that he would plan to bring forward a proposal for the Board to consider.

Hoelscher stated that she would like legal counsel's opinion on the requirements as the Board reviews that potential proposal.

Jabbour commented that the whole community was threatened to be sued because the signage was not 61 inches from the ground. He stated that there is an agency in place by the Governor to aid on this topic and commented that he could provide that contact information.

Walesch thanked staff for the great work they continue to do with the various issues.

**15. ADJOURNMENT**

**MOTION:** Kroll moved; Walesch seconded to adjourn the meeting at 8:28 p.m.

**VOTE:** Motion carried unanimously.

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Ann Hoelscher, Chair

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Michael Kirkwood, Secretary

4:13 PM  
11/20/23

Lake Minnetonka Conservation District  
Check Detail  
November 16 - 30, 2023

Date	Num	Name	Memo	Account	Paid Amount	Class
11/22/2023	EFT-23-126	Health Partners	16962	<b>Bridgewater Checking</b>		
			Dental Insurance November 2023 (Schleunig)	4380M10 · Employee Benefits - Admin.	-60.91	Admin.
			Dental Insurance November 2023 (Tully)	4380M10 · Employee Benefits - Admin.	-60.91	Admin.
TOTAL					-121.82	
11/22/2023	EFT-23-127	WEX Health, Inc.		<b>Bridgewater Checking</b>		
			HSA Service Fee November 2023	4380M10 · Employee Benefits - Admin.	-2.75	Admin.
TOTAL					-2.75	
11/22/2023	EFT-23-128	US Bank		<b>Bridgewater Checking</b>		
			October Credit Card Charges	1087M10 · US Bank (Credit Card)	-474.18	Admin.
TOTAL					-474.18	
11/30/2023	EFT-23-129	ADP		<b>Bridgewater Checking</b>		
			Payroll 11/16/23 - 11/30/23	4020M10 · Salaries-002 - Admin	-7,880.94	Admin.
			PERA - Admin	2020 · Payroll Liabilities -	1,096.65	Admin.
			ER PERA - Admin	4022M10 · ER PERA - Admin	-587.49	Admin.
			ER PERA/FICA/Medicare - Admin	4021M10 · ER Share of Admin FICA/Medicare	-602.59	Admin.
			Long Term Disability	2020-LT · Payroll Liabilities - UNUM	4.10	Admin.
			Contract Labor 10/29/23 - 11/12/23	4024 · Contract Labor	-2,360.00	Admin.
TOTAL					-10,330.27	
11/22/2023	EFT-23-130	ADP Service Fee		<b>Bridgewater Checking</b>		
			Payroll 11/16/23 - 11/30/23	4380M10 · Employee Benefits - Admin.	-96.86	Admin.
TOTAL					-96.86	
11/22/2023	EFT-23-131	P.E.R.A	9236-00	<b>Bridgewater Checking</b>		
			Payroll 11/16/23 - 11/30/23	2020 · Payroll Liabilities -	-1,096.65	Admin.
TOTAL					-1,096.65	
11/22/2023	23049	City of Mound		<b>Bridgewater Checking</b>		
11/22/2023	2545		November Rent	4320M10 · Office Rent - Admin.	-1,820.16	Admin.
TOTAL					-1,820.16	



**Lake Minnetonka Conservation District**  
**Check Detail**  
November 16 - 30, 2023

Date	Num	Name	Memo	Account	Paid Amount	Class
<b>11/22/2023</b>	<b>23050</b>	<b>ECM Publishers, Inc.</b>		<b>Bridgewater Checking</b>		
11/22/2023	1351027 & 1...		Deicing Licensees Activity	4110M10 · Public Info Legal Fees- Admin.	-204.80	Admin.
			Deicing Licensees Activity	4110M10 · Public Info Legal Fees- Admin.	-132.00	Admin.
TOTAL					-336.80	
<b>11/22/2023</b>	<b>23051</b>	<b>FRANCOTYP-POSTALIA, INC.</b>		<b>Bridgewater Checking</b>		
11/22/2023	105989743		Postage Meter Quarterly Rental Fee	4080 · Postage	-86.85	Admin.
TOTAL					-86.85	
<b>11/22/2023</b>	<b>23052</b>	<b>Goff Public</b>		<b>Bridgewater Checking</b>		
11/22/2023	19063		Client Calls, Internal Meetings, Winter Newsletter, Winter Safety Brochure	4180M10 · Professional Services - Admin.	-3,171.25	Admin.
TOTAL					-3,171.25	
<b>11/22/2023</b>	<b>23053</b>	<b>Innovative Office Solutions LLC</b>		<b>Bridgewater Checking</b>		
11/22/2023	4366698		Copy Paper	4220M10 · Office Supplies -Admin.	-51.72	Admin.
TOTAL					-51.72	
<b>11/22/2023</b>	<b>23054</b>	<b>LMCC</b>		<b>Bridgewater Checking</b>		
11/22/2023	1570		11/08/23 Board Meeting VOD Services	4182M10 · Media (Cable/Internet) - Admin.	-200.00	Admin.
TOTAL					-200.00	
<b>11/22/2023</b>	<b>23055</b>	<b>Mark Hodges Media Productions</b>		<b>Bridgewater Checking</b>		
11/22/2023	1182023		11/08/23 Video Services	4182M10 · Media (Cable/Internet) - Admin.	-80.00	Admin.
TOTAL					-80.00	
<b>11/22/2023</b>	<b>23056</b>	<b>Riot Creative Imagine</b>		<b>Bridgewater Checking</b>		
11/22/2023	54MNI90638...		Document Scanning	4550M10 · Document Scanning	-15,492.51	Admin.
TOTAL					-15,492.51	
<b>11/22/2023</b>	<b>23057</b>	<b>TimeSaver Off Site Secretarial, Inc.</b>		<b>Bridgewater Checking</b>		
11/22/2023	M28706		11/8/23 Board Meeting Minutes	4180M10 · Professional Services - Admin.	-198.75	Admin.
TOTAL					-198.75	

12:32 PM

12/06/23

## Lake Minnetonka Conservation District Check Detail December 1 - 15, 2023

Date	Num	Name	Memo	Account	Paid Amount	Class
12/15/2023	EFT-23-132	ADP		<b>Bridgewater Checking</b>		
			Salaries - Admin	4020M10 · Salaries-002 - Admin	-7,837.44	Admin.
			PERA - Admin	2020 · Payroll Liabilities -	1,096.65	Admin.
			ER PERA	4022M10 · ER PERA - Admin	-587.49	Admin.
			ER PERA/FICA/Medicare	4021M10 · ER Share of Admin FICA/Medicare	-599.26	Admin.
			Long Term Disability	2020-LT · Payroll Liabilities - UNUM	4.10	Admin.
			Contract Labor 11/13/23 - 11/30/23	4024 · Contract Labor	-3,480.00	Admin.
TOTAL					-11,403.44	
12/14/2023	EFT-23-133	ADP Service Fee		<b>Bridgewater Checking</b>		
			Payroll 12/1/23 - 12/15/23	4180M10 · Professional Services - Admin.	-94.10	Admin.
TOTAL					-94.10	
12/14/2023	EFT-23-134	Health Partners	<b>16962</b>	<b>Bridgewater Checking</b>		
			Dental Insurance December 2023 (Schleuning)	4380M10 · Employee Benefits - Admin.	-60.91	Admin.
			Dental Insurance December 2023 (Tully)	4380M10 · Employee Benefits - Admin.	-60.91	Admin.
TOTAL					-121.82	
12/14/2023	EFT-23-135	Medica		<b>Bridgewater Checking</b>		
			Medica Insurance December 2023 (Schleuning)	4380M10 · Employee Benefits - Admin.	-757.58	Admin.
			Medica Insurance December 2023 (Duncan)	4380M10 · Employee Benefits - Admin.	-757.58	Admin.
			Medica Insurance December 2023 (Tully)	4380M10 · Employee Benefits - Admin.	-757.58	Admin.
TOTAL					-2,272.74	
12/14/2023	EFT-23-136	P.E.R.A	<b>9236-00</b>	<b>Bridgewater Checking</b>		
			Payroll 12/1/23 - 12/15/23	2020 · Payroll Liabilities -	-1,096.65	Admin.
TOTAL					-1,096.65	
12/14/2023	EFT-23-137	Unum Life Insurance	<b>0510159</b>	<b>Bridgewater Checking</b>		
			December 2023 Long Term Disability (Tully)	2020-LT · Payroll Liabilities - UNUM	-8.20	Admin.
TOTAL					-8.20	
12/14/2023	EFT-23-138	WEX Health, Inc.		<b>Bridgewater Checking</b>		
			HSA Contribution December 2023 (Tully)	4380M10 · Employee Benefits - Admin.	-125.00	Admin.
TOTAL					-125.00	

12:32 PM  
12/06/23

**Lake Minnetonka Conservation District**  
**Check Detail**  
December 1 - 15, 2023

Date	Num	Name	Memo	Account	Paid Amount	Class
12/14/2023	22431	<b>Bridgewater Bank</b>		<b>Alerus Checking</b>		
			Transfer of Remaining Interest	Bridgewater Checking	-3.86	Admin.
TOTAL					-3.86	
12/14/2023	23058	<b>AIS Advanced Imaging Solutions</b>		<b>Bridgewater Checking</b>		
12/14/2023	516567526		Copier Contract 10/20/23 - 11/20/23	4140M10 · Office Equipment R&M - Admin.	-926.30	Admin.
TOTAL					-926.30	
12/14/2023	23059	<b>Curfman's Trucking &amp; Repair Inc.</b>		<b>Bridgewater Checking</b>		
12/14/2023	23V1099		Boat Storage (November 15 - April 30); Winterization	4160M10 · Watercraft/Vehicle Maint	-840.00	Admin.
TOTAL					-840.00	
12/14/2023	23060	<b>ECM Publishers, Inc.</b>		<b>Bridgewater Checking</b>		
12/14/2023	1356981		Ordinance 247 Amendment Public Hearing Notice	4110M10 · Public Info Legal Fees- Admin.	-76.80	Admin.
TOTAL					-76.80	
12/14/2023	23061	<b>Gregerson, Rosnow, Johnson &amp; ...</b>		<b>Bridgewater Checking</b>		
12/14/2023	49194		Prosecution Fees November 2023	4640M10 · Prosecution Legal Fees - Admin.	-3,904.18	Admin.
TOTAL					-3,904.18	
12/14/2023	23062	<b>Innovative Office Solutions LLC</b>		<b>Bridgewater Checking</b>		
12/14/2023	4381589		Window Envelopes	4220M10 · Office Supplies -Admin.	-48.09	Admin.
TOTAL					-48.09	
12/14/2023	23063	<b>Maisyn Reardan</b>		<b>Bridgewater Checking</b>		
12/14/2023			Board Meeting Mileage 1/1/23 - 12/13/23	4400M10 · Mileage/Exp's - Admin.	-101.33	Admin.
TOTAL					-101.33	
12/14/2023	23064	<b>NCPERS Group Life Insurance</b>		<b>Bridgewater Checking</b>		
12/14/2023	923600122023		Life Insurance December 2023 (Tully)	4380M10 · Employee Benefits - Admin.	-16.00	Admin.
TOTAL					-16.00	

12:32 PM  
12/06/23

**Lake Minnetonka Conservation District**  
**Check Detail**  
December 1 - 15, 2023

Date	Num	Name	Memo	Account	Paid Amount	Class
12/14/2023	23065	Raina Arntson		<b>Bridgewater Checking</b>		
12/14/2023			Board Meeting Mileage 6/14/23 - 12/13/23	4400M10 · Mileage/Exp's - Admin.	-60.52	Admin.
TOTAL					-60.52	
12/14/2023	23066	Ratwik, Roszak & Maloney, P.A.		<b>Bridgewater Checking</b>		
12/14/2023	75089		Civil Legal Fees October 2023	4620M10 · Civil Legal Fees - Admin.	-2,142.00	Admin.
TOTAL					-2,142.00	
12/14/2023	23067	Thomas Tully		<b>Bridgewater Checking</b>		
12/14/2023			Board Meeting Mileage 1/1/23 - 12/13/23	4400M10 · Mileage/Exp's - Admin.	-108.93	Admin.
TOTAL					-108.93	
12/14/2023	23068	Your Computer Hero		<b>Bridgewater Checking</b>		
12/14/2023	8218		Computer Maintenance November 2023	4180M10 · Professional Services - Admin.	-480.00	Admin.
TOTAL					-480.00	
12/14/2023	23069	Riot Creative Imaging		<b>Bridgewater Checking</b>		
12/14/2023	54MNI90638...		Document Scanning	4550M10 · Document Scanning	-15,492.51	Admin.
TOTAL					-15,492.51	
12/14/2023	23070	ECM Publishers, Inc.		<b>Bridgewater Checking</b>		
12/14/2023	1356983		Ordinance 247 Amendment Public Hearing Notice	4110M10 · Public Info Legal Fees- Admin.	-49.50	Admin.
TOTAL					-49.50	



## RESOLUTION 259

### A RESOLUTION ACCEPTING CONTRIBUTION(S) TO THE LAKE MINNETONKA CONSERVATION DISTRICT (LMCD)

**WHEREAS**, the LMCD is a regional government agency established by Minnesota Statutes Section 103B.605, Subd. 1; and

**WHEREAS**, contributions to the LMCD "Save the Lake" fund are generally tax deductible to individuals under the IRS Code 26 USC Section 170 (b)(1)(a) because contributions to any political subdivision of any state for exclusively public purposes are deductible; and

**WHEREAS**, municipalities are generally authorized to accept donations of real and personal property pursuant to Minnesota Statutes Section 465.03 for the benefit of its stakeholders, and is specifically authorized to accept gifts; and

**WHEREAS**, LMCD wishes to follow similar requirements as established for municipalities for accepting donations; and

**WHEREAS**, the attached listed person(s) and entity(ies) have offered to contribute the cash amount(s) set forth with any terms or conditions as outlined in Attachment I to the LMCD; and

**WHEREAS**, such contribution(s) have been contributed to the LMCD for the benefit of the public, as allowed by law; and

**WHEREAS**, the LMCD Board of Directors finds that it is appropriate to accept the contribution(s) offered.

**NOW THEREFORE**, BE IT RESOLVED BY THE LMCD BOARD, STATE OF MINNESOTA AS FOLLOWS:

1. The contribution(s) described with Attachment I is/are accepted and shall be used to establish and/or operate services either alone or in cooperation with others, as allowed by law.

RESOLUTION #259

Page 2

2. The executive director is hereby directed to issue receipt(s) acknowledging the LMCD's receipt of the contributor's contribution(s).

Adopted by the Board on this 13<sup>th</sup> day of December 2023.

ATTEST:

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Ann Hoelscher, Chair

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Michael Kirkwood, Secretary

DRAFT

Lake Minnetonka Conservation District  
**Transaction Detail By Account**  
 October 3 through December 4, 2023

**Resolution 259 Accepting STL Donations**

<u>Date</u>	<u>Num</u>	<u>Name</u>	<u>Memo</u>	<u>Class</u>	<u>Amount</u>
<b>Contributions</b>					
<b>3001M20 - Donations (General) - S/L</b>					
10/17/2023	PayPal	Gerald Walsh	STL Contribution General (25.00)	STL	23.79
10/27/2023	8835569	Tom & Renee Keller	STL Contribution General	STL	1,000.00
11/01/2023	8896789	Susan Blackburn	STL Donation General	STL	300.00
11/02/2023	164053	Annette and Kenneth Kaiser	STL Donation General	STL	250.00
11/06/2023	PayPal	Tamala Greiber	STL Donation General (25.00)	STL	23.79
11/09/2023	22427	David and Kay Owen	STL Donation General	STL	25.00
11/09/2023	11099	Michael & Jeanne Kobs	STL Donation General	STL	500.00
11/16/2023	PayPal	Gerald Walsh	STL Donation General (25.00)	STL	23.79
12/04/2023	G274309	David and Ruth Duffy	STL Donation General	STL	250.00
12/04/2023	23668	John P. Case	STL Donation General	STL	100.00
12/04/2023	0555567	Jane and Jim Kaufman	STL Donation General	STL	500.00
Total 3001M20 - Donations (General) - S/L					2,996.37



# ITEM 7D

## LAKE MINNETONKA CONSERVATION DISTRICT

5341 MAYWOOD ROAD, SUITE 200 • MOUND, MINNESOTA 55364 • TELEPHONE 952/745-0789 • FAX 952/745-9085

**DATE:** December 13, 2023 (Prepared December 06, 2023)

**TO:** LMCD Board of Directors

**FROM:** Thomas Tully, Environmental Administrative Technician

**CC:** Jim Brimeyer, *James J. Brimeyer* Interim Executive Director

**SUBJECT:** Variance for Adjusted side Setbacks and Length, 4215 Forest Lake Drive, Orono

### **ACTION**

Board approval of Findings of Fact and Order for a variance for an adjusted dock use area and length for 4215 Forest Lake Drive in the City of Orono (PID 07-117-23-12-0026).

### **BACKGROUND**

The LMCD held a public hearing on November 08, 2023 to consider the application of Norton Homes LLC (“Applicant”) for a variance at 4215 Forest Lake Drive on Forest Lake in the City of City of Orono (PID 07-117-23-12-0026) for an adjusted Side setbacks and Length.

On November 08, 2023, the LMCD Board voted to have legal counsel and staff draft Findings of Fact and Order for approval of the variance request with conditions. The draft of the Findings of Fact and Order is attached, as well as the memos and presentations from the hearing.

### **BUDGET**

N/A

### **STRATEGIC PRIORITIES**

<input type="checkbox"/> Docks, Applications, Licenses, Surface Water Management	<input type="checkbox"/> Lake Use, Safety	<input checked="" type="checkbox"/> Lake Protection	<input type="checkbox"/> Operational Effectiveness	<input type="checkbox"/> Other
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### **ATTACHMENT**

1. Findings of Fact and Order
2. Board Memo of November 08, 2023 without attachments
3. Proposed Site Plan



**Type:** Adjusted Length, and Side Setback Variance  
**Date:** December 13, 2023  
**Applicant:** Norton Homes LLC  
**PID:** 07-117-23-12-0026  
**Address:** 4215 Forest Lake Drive  
Orono, MN, 55364

**LAKE MINNETONKA CONSERVATION DISTRICT  
HENNEPIN COUNTY, MINNESOTA**

IN RE:

Application of Norton Home for a Adjusted Dock Length and Side Site Back Variance for the property located at 4215 Forest Lake Drive in the City of Orono

**FINDINGS OF FACT  
AND ORDER**

The Lake Minnetonka Conservation District (“LMCD”) received an application from Norton Homes LLC (“Applicant”) for a variance for a dock structure extending into the lake 75 feet, with a 5-foot setback on both the northern side of the dock structure and southern end of the dock structure from the property located at 4215 Forest Lake Drive, Orono , Minnesota and legally described in the attached Exhibit A (“Subject Property”). The LMCD Board of Directors (“Board”) held a public hearing, after due notice having been provided, on the requested variances on November 8, 2023. Based on the proceedings and the record of this matter, the Board hereby makes the following Findings of Fact and Order:

**FINDINGS OF FACT**

1. The Subject Property is located in the City of Orono and is on ForestLake, which is part of Lake Minnetonka (“Lake”). The Subject Property has had a dock in a location that does not meet the standard LMCD Code Requirements.
2. The Applicant desires to install a dock with sufficient length to reasonably use the associated dock use area. The Applicant is proposing a dock with a total length of approximately 75 feet, as shown on the site plan attached hereto as Exhibit B (“Site Plan”). The length of the current dock from shore is approximately 90 feet and does not meet standard LMCD Code.
3. The Subject Property has approximately 90 feet of 929.4 feet OHW shoreline.
4. The Applicant proposes to have one boat storage unit (“BSU”) enclosed within a dock structure measuring 13 feet in width and 40 feet in length. The Applicant is also asking for the use of up to 3 additional BSUs located either behind the enclosed slip or along the

southern dock structure for a total of 4 watercrafts these additional watercrafts or associated BSUs would be required to meet standard LMCD Code requirements.

5. Additional information regarding this matter is provided in the LMCD staff report related to this application dated November 8, 2023, and the presentation made thereon at the meeting (collectively, the “Staff Reports”). The Staff Reports are incorporated herein by reference, except that the approvals and conditions contained in this document shall be controlling to the extent there are any inconsistencies.
6. The Applicant proposes a variance which would allow for the adjustment of side setbacks as established in Section 2-3.05, of the Code to allow a dock with a length of 75 feet with 5 foot setbacks in order to allow the reasonable navigation and storage of watercraft.
7. Section 6-5.01, Subd. 6 of the Code allows the granting of a variance if the Board determines practical difficulties exists and that granting the variance with whatever conditions it deems are necessary does not adversely affect the purposes of the Code, the public health, safety, and welfare, and reasonable access to or use of the Lake by the public or riparian owners.
8. The term “practical difficulties” is defined in Code, Section 1-3.01, Subd. 76 as meaning “one or more unique conditions of a property that prevent the property owner from using the Lake in a reasonable manner permitted by the Code and that serve as a basis for the property owner to request a variance from the strict application of the provisions of the Code. Practical difficulties only exist with respect to a particular property if the conditions preventing the proposed reasonable use of the property are unique to the property, were not created by the property owner, and are not based solely on economic considerations.”
9. The proposed use of the Lake to install a dock with sufficient length to allow for the reasonable navigable and watercraft storage of the Subject Property. These conditions are unique that were not created by the Applicant. The variance request is not based solely on economic considerations in that the variance is needed to reach water of sufficient depth to safely operate a watercraft. Under these unique set of circumstances, the Board determines practical difficulties exist and that it is appropriate to grant the requested length variance to enable the reasonable use of the Lake by the riparian owner.
10. Granting the requested variances will not adversely affect the purposes of the Code as the installation and use of a dock and the canopy furthers the purposes of the Code by promoting reasonable access to the Lake. The requested variance is also not contrary to the public health, safety, or welfare in that the dock does not pose a safety or navigation problem on the Lake. The dock will not extend beyond adjacent emergent vegetation and so boats traveling at speed tend to avoid the area in which the dock will be located. Also, this dock is located entirely within the extended sidelines and does not interfere with the navigation of watercraft to or from the neighboring docks.
11. Affected agencies were notified of the application. The City of Orono and the Minnesota Department of Natural Resources had no comment on the application. The Minnehaha Creek Watershed District had no formal comment as well. The LMCD does not enforce the

provisions of such declarations. The LMCD did receive public comments at the hearing in opposition of the installation of the dock and these concerns were taken into account.

12. The Applicant's proposed installation of a dock to access a navigable portion of the Lake is a reasonable use of the Subject Property. The location of the dock is entirely within the extended side site lines of the Subject Property, satisfies applicable side site line setbacks, the dock structure does not cross in front of a neighboring property, and the location of the dock is reasonable given the topography of the Subject Property and the water depths.
13. Practical difficulties exist in this case that support the Board exercising its authority under Section 6-5.01 of the Code to grant a dock length variance for the Subject Property.

### **ORDER**

ON THE BASIS OF THE FOREGOING AND THE RECORD OF THIS MATTER, IT IS ORDERED by the Board as follows:

1. Side Setback Variance. A reduced setback variance is hereby approved for the Subject Property to allow the installation of a dock with a total length of up to seventy five (75) feet, which extends seventy five (75) feet into the Lake from elevation 929.4 feet NGVD, as shown on the Site Plan attached hereto as Exhibit B, subject to compliance with all of the conditions set out in this Order.
2. Conditions. The variances granted in this Order are subject to compliance with all of the following conditions:
  - a. Ensure the dock structure located at the Site is in strict compliance with the Approved Site plan.
  - b. Walkways of the dock structure are to measure no more than 3.5 feet in width
  - c. Ensure watercraft (1) are contained within the BSU located at the site, this BSU measures 13 feet in width and 40 feet in length.
  - d. For the Northern side maintain a 6.5 foot setback from the dock structure at the site, and maintain a 10 foot setback for any canopy or canvas wall.
  - e. For the Southern side maintain a 6.5 foot setback from the dock structure at the site, and maintain a 10 foot setback for any canopy or canvas wall.
  - f. The length of the dock structure and storage must be no longer than 75 feet from the 929.4 feet OHWL as water levels should be sufficient during normal OHW. Extension of the dock structure is not permitted during low water levels.

- g. Allow up to four (4) personal BSUs for the Site, additional BSUs located at the site that would NOT be contained in the designated BSU as depicted on the site must meet standard LMCD Setback.
- h. Failure of the Applicant to comply with any with any relevant regulations of all LMCD, Federal, State, County, and Municipal rules and regulations may result in revocation of these approvals.
- i. Watercraft stored in the BSU may not extend beyond the length of the slip. Prohibited extensions include any portion of the watercraft, including all attached equipment, that extend beyond the ends of the boat slip.
- j. Watercraft, structures, and equipment may not extend beyond the maximum length of the dock and shall be stored in such a way as to comply with the approved setbacks.
- k. Provide an updated site plan with final configuration and measurements as approved by the Board, this includes all watercraft for the site and their respective BSU.
- l. Any structures placed as part of this variance shall be maintained in good condition and shall promptly be removed, together with any watercraft stored on them, if this variance is ever revoked by action of the Board or if it is rendered null and void.
- m. This variance shall be rendered null and void in event the Subject Property is subdivided. If the Subject Property is combined with another property, the Applicant shall request a review of the variance by the LMCD Executive Director to determine if a new or amended variance is required. If the Executive Director determines that a new or amended variance is required, the applicant shall submit an application for the variance to the LMCD within forty-five (45) days of the determination or bring the Subject Property into conformance with the Code without reliance on this variance within the same period.
- n. This variance grants no vested rights to the use of the Lake. Use of the Lake shall at all times remain subject to regulation by the LMCD to assure the public of reasonable and equitable access to the Lake.
- o. Utilization of the Lake pursuant to this variance constitutes, and shall be deemed, acceptance of, and agreement to, the terms and conditions of this variance without exception, qualification, or reservation.

BY ORDER OF THE BOARD OF DIRECTORS of the Lake Minnetonka Conservation  
District this 13<sup>th</sup> day of December 2023.

\_\_\_\_\_  
Ann Hoelscher, Chair

ATTEST:

\_\_\_\_\_  
Mike Kirkwood, Secretary

DRAFT

**EXHIBIT A**  
Legal Description of Subject Property

FOREST ARMS COUNTRY CLUB ADDITION, Lot 004, Block 003

**EXHIBIT B**  
Site Plan

[attached hereto]

DRAFT



# LAKE MINNETONKA CONSERVATION DISTRICT

5341 MAYWOOD ROAD, SUITE 200 • MOUND, MINNESOTA 55364 • TELEPHONE 952/745-0789 • FAX 952/745-9085

**DATE:** November 8, 2023 (Prepared November 1, 2023)

**TO:** LMCD Board of Directors

**FROM:** Thomas Tully, Environmental Administrative Technician

**CC:** Jim Brimeyer, Interim Executive Director

**SUBJECT:** Variance for Adjusted Dock Use Area and Length, 4215 Forest Lake Drive, Orono, MN, 55364, Forest Lake

A handwritten signature in black ink, appearing to read 'Thomas Tully', is written over the 'FROM:' line of the memo.

## ACTION

Board consideration of a variance for an adjusted dock use area and side setbacks for 4215 Forest Lake Drive on Forest Lake in the City of Orono (PID 07-117-23-12-0026) and receive public input during the public hearing.

The following motions are offered depending on whether the Board wishes to approve or deny the request:

### Approval

I make a motion to direct LMCD legal counsel to prepare Findings of Fact and Order approving the variance application from Norton Homes, LLC for the property located at 4215 Forest Lake Drive in Orono for final approval at the December 6, 2023, LMCD Board meeting <subject to the following conditions>...

### Denial

I make a motion to direct LMCD legal counsel to prepare Findings of Fact and Order denying the variance application from Norton Homes, LLC for the property located at 4215 Forest Lake Drive in Orono for a final vote at the December 6, 2023, LMCD Board meeting based on...

## APPLICATION SUMMARY

The applicant, Norton Homes, LLC (“Applicant”) has submitted a variance application to adjust the dock use area and allowed setbacks for the dock structure located at 4215 Forest Lake Drive in Orono; (“Site”). The Applicant’s parcel has approximately 90 feet of 929.4 feet OHW shoreline. The variance application was submitted in an effort to resolve the issue of conflicting dock use area located at the site due to abnormal site conditions.

### Site Background

The Applicants current dock does not meet the standard LMCD Code requirements. A dock has existed at this location for many years, with some reconfiguration to allow for use of lake



Minnetonka. The Applicant's parcel has approximately 90 feet of 929.4 feet OHW shoreline. The site is located on the eastern shore of Forest Lake. This variance would allow for the Applicant to extend the dock structure at the site to a length of 75 feet as well as reducing the setbacks on both the north and south side of the dock structure. The Applicants proposal would be contained within the dock use area of the site.

The applicant is proposing to adjust the residential sites dock use area due to converging lot lines. The applicant is proposing to install a dock structure that would encroach upon the extended side site lines of the residential properties to the north and south. The applicant proposes to install a dock structure that would extend out into the lake approximately 75 feet and would have a 5-foot setback running the entirety of the northern side, and a 5-foot setback on the southern side at the end of the dock structure. The Applicant proposes to install a dock structure with one Boat Storage Unit (BSU) measuring being 13.0 feet wide by 40 feet in length, and has also asked for allowance of other watercraft (s), including a ski boat and 2 PWCs. The Applicant has proposed that the ski boat be allowed to be stored along the outside of the BSU on the southern side, depending on the location of the watercraft along the BSU southern side, it could meet LMCD Standard setback. The 2 PWCs would be placed behind the designated BSU and would meet standard LMCD Setback.

LMCD Code allows properties with shorelines greater than 60 feet to extend their dock structure out a distance into the lake equal to the length of their shoreline, but not more than 100 feet. Meaning that with the amount of shoreline associated with the Applicants property is unable to be fully utilized and would not meet LMCD setback requirements at 90 feet of dock structure.

There is a 15-foot setback for dock structure extending into the lake 50 to 100 feet, and a 20-foot setback for dock structure extending 100-200 feet. This dock structure also has a canopy which requires a 20-foot setback regardless of where it is located along the dock structure. Currently the Applicant has encroached over into the dock use area of the neighboring property to the south and will need to fully contain the dock structure withing the associated dock use area.

## **CONSIDERATIONS OF VARIANCE**

---

The following items should be considered when reviewing a variance request:

1. Has the Applicant sufficiently demonstrated practical difficulties exist such that each of following are true?
  - a. Strict application of code prohibits property owner from using Lake in reasonable manner that is otherwise permitted by the code.
  - b. Granting a variance is within spirit and intent of the Code.
  - c. Plight of property owner is due to circumstances:
    - (1) Unique to property;
    - (2) Not created by property owner; and
    - (3) Not based solely on economic considerations.
  - d. Granting a variance does not alter essential character of the area.
2. Is the Applicant proposing a use not allowed under the code?

3. Would variance, if granted and with conditions imposed, adversely affect:
  - a. Purpose of Code?
  - b. Public health, safety, and welfare?
  - c. Reasonable access to or use of the Lake by public or riparian owners?

### **PUBLIC COMMENTS**

In compliance with MN DNR General Permit 97-6098, the MN DNR, MCWD, the City of Shorewood, and the general public were provided information regarding the application on March 29, 2023. City and agency comments were due by November 6, 2023. Comments received as of November 3, 2023, are summarized below. Any comments received after November 3, 2023, will be provided at the Board meeting for review.

- There have been no agency comments regarding the application.

As of November 3, comments received by LMCD staff from the general public are summarized below:

- The LMCD Office has received no general public comments regarding the application.

### **PUBLIC HEARING**

The public hearing provides an opportunity for interested individuals to present their views to the Board for consideration. This is an important part of reviewing the impact of a project. Only items under the LMCD Code and Board authority may be considered as part of any approval or denial decision.

The public hearing notice was published in the October 26, 2023, edition of the Sun Sailor (official newspaper) and the October 28, 2023, edition of the Laker Pioneer. On November 1, 2023, a public hearing notice was mailed to persons who reside upon or are owners of property within 350 feet of the Site. In addition, the Board packet was posted online and the agenda was posted on the LMCD bulletin board.

### **RECOMMENDATION**

Based on information available at the time of this report, LMCD Staff recommend Board Approval .

If the board chooses to approve the variance, based on review of the Considerations of Variance factors, the minimum recommendations are provided for consideration. The Board may wish to consider other items.

1. Ensure all watercrafts (1) are contained within the BSU located at the site.
2. For the Northern side setbacks, maintain a minimum 5 foot-setback from shore as it extends into the lake as indicated on the site plan.
3. For the Southern side setbacks, maintain a minimum 5 foot setback from the end of

- the dock structure located at the site.
4. The length of the dock structure and storage should be no longer than the proposed 75 feet from the 929.4 feet OHWL
  5. Allow up to two (4) BSUs for the Site. Granted the other 3 watercrafts meet standard LMCD setback requirements.
  6. Provide an updated site plan with final configuration and measurements as approved by the Board, this includes all watercraft for the site and their respective BSU.
  7. Apply standard variance conditions reflecting environmental, nuisances, maintenance, etc.

**BUDGET** \_\_\_\_\_

N/A

**STRATEGIC PRIORITIES** \_\_\_\_\_

- |  |  |   |   |                                |
|--|--|---|---|--------------------------------|
| <input type="checkbox"/> Operational Effectiveness | <input type="checkbox"/> Clear & Timely Communications | <input type="checkbox"/> Effective Governance | <input checked="" type="checkbox"/> Lake Protection | <input type="checkbox"/> Other |
|--|--|---|---|--------------------------------|

**ATTACHMENTS** \_\_\_\_\_

1. LMCD Code Excerpts
2. Aerial Imagery of Site
3. Proposed Site Plan
4. Variance Application & Submitted Documents
5. Public Hearing Notice (Sun Sailor and Laker Pioneer)
6. Public Hearing Notice Mailing

20 SCALE

4215 FOREST LAKE DR  
ORONO

### FOREST LAKE

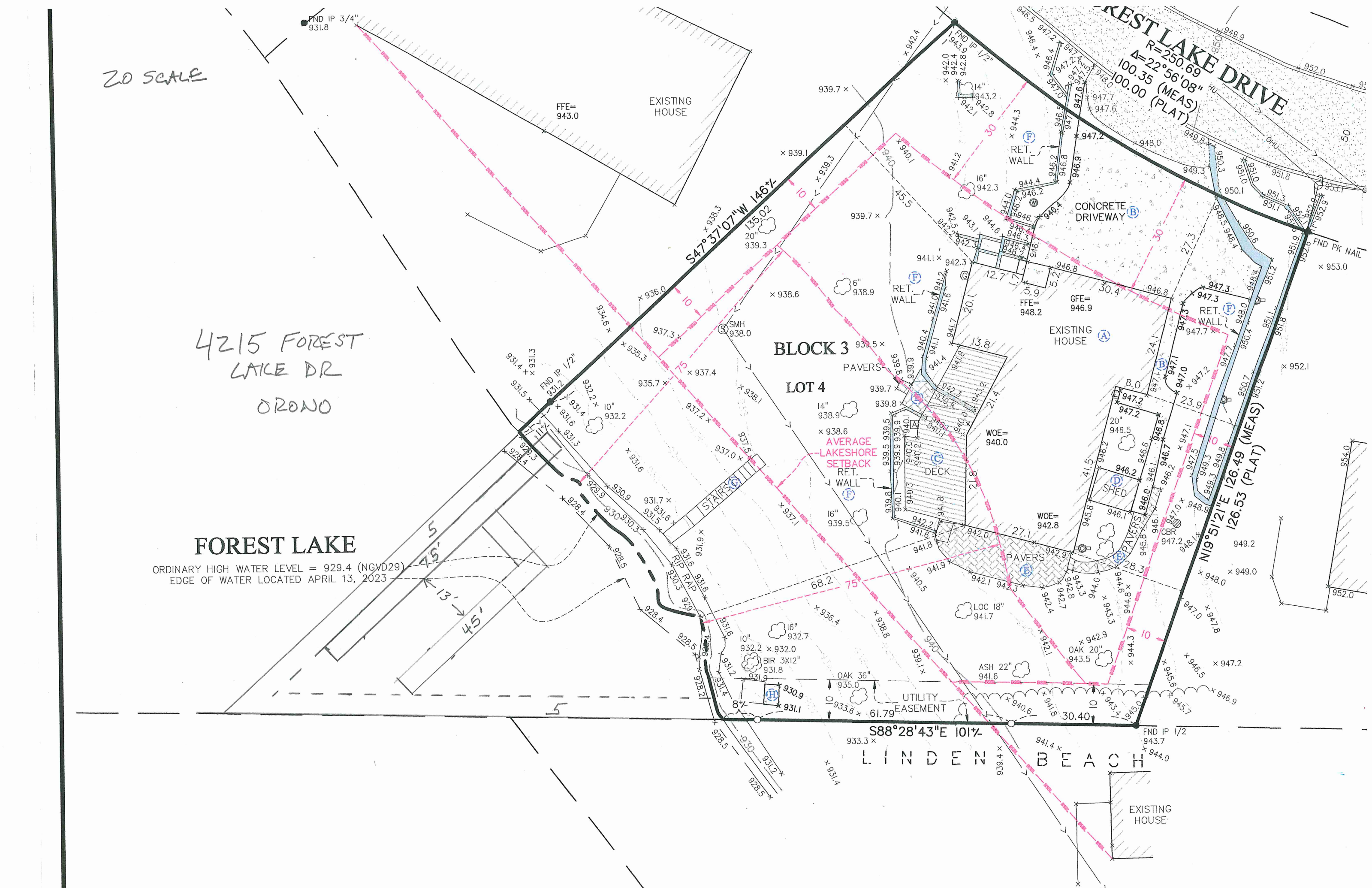
ORDINARY HIGH WATER LEVEL = 929.4 (NGVD29)  
EDGE OF WATER LOCATED APRIL 13, 2023

REST LAKE DRIVE  
R=250.69  
Δ=22°56'08"  
100.35 (MEAS)  
100.00 (PLAT)

### BLOCK 3

### LOT 4

### LINDEN BEACH







## LAKE MINNETONKA CONSERVATION DISTRICT

5341 MAYWOOD ROAD, SUITE 200 • MOUND, MINNESOTA 55364 • TELEPHONE 952/745-0789 • FAX 952/745-9085

**TO:** Board of Directors

**FROM:** Maisyn Reardan, Office and Finance Manager

**THROUGH:** Jim Brimeyer, Interim Executive Director

**SUBJECT:** 2024 Contracts for Professional Services

### **ACTION**

---

Board approval of agreements with Lake Minnetonka Communication Commission for Video on Demand services, Time Saver Off Site Secretarial, Inc. for Minute Taking Services, and Fred Miller for Producer Services, and to authorize staff to enter into an agreement with the City of Wayzata for rental of Community Room and Video Production Studio.

### **BACKGROUND**

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Certain professional services or accommodations are provided for the Lake Minnetonka Conservation District (LMCD) through contracts or agreements with other agencies or parties. Several contracts are renewed annually. The contracts being considered through this action are services or accommodations associated with LMCD Board meetings. These services include video on demand streaming, minute-taking, producer services, and community room and A/V equipment access. Typically, companies provide price increases based on the increased costs of providing their services. The following quotes have been provided that reflect increased costs of services.

### **RECOMMENDATIONS**

---

Staff recommends the renewal of the contracts and services for 2024 as indicated below. Attachments summarizing contracted services and proposals for 2024 are also provided below.

- **Video on Demand**

The Lake Minnetonka Communication Commission (LMCC) provides services that allow the formal part of the meeting to be viewed online on demand. A live feed is not provided for in-person LMCD Board meetings. Rates increased last year from \$100 to \$200. The rates for 2024 will stay at \$200 per meeting.

- **Producer**

Fred Miller will be the producer for the LMCD. He is an experienced independent contractor who has been recording the City of Wayzata's meetings for the past 11 years. His proposed rates are \$300 per meeting up to two hours, plus \$100.00 for each hour that runs past 2 hours.

- **Minute-Taking Services**

Time Saver Off-Site Secretarial, Inc. services have been used for the past several years to take minutes of LMCD Board Meetings. Their base rate for 2024 is increasing by less than 5.25% for a new rate of \$167.00 for the first hour meeting and \$39.50 for each subsequent ½ hour.

- **Community Room and Video Production Studio**

The City of Wayzata shares their facilities’ Community Room and Video Production Studio with the LMCD for hosting and videotaping LMCD Board Meetings. For 2024, the Community Room and Video Production Studio rates will be increasing 3%, costing \$3,115.75 to rent out the Community Room and \$1.03 for the Video Production Studio.

**BUDGET**

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Regular meeting costs are allocated in the annual budget based on projections.

**STRATEGIC PRIORITIES**

	Docks, Applications, Licenses, Surface Water Management		Lake Use, Safety		Lake Protection	X	Operational Effectiveness	X	Other
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**ATTACHMENTS/SUPPLEMENTARY INFORMATION**

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- Lake Minnetonka Communications Commission Video on Demand Agreement
- Fred Miller Audio and Visual Producer
- Time Saver Off Site Secretarial, Inc. Agreement
- City of Wayzata Community Room and Video Production Studio Agreements

**AGREEMENT FOR PROVIDING VIDEO ON DEMAND STREAMING SERVICES  
FOR LAKE MINNETONKA CONSERVATION DISTRICT MEETINGS**

This agreement is between the Lake Minnetonka Communications Commission, herein known as “Contractor” and the Lake Minnetonka Conservation District. The contractor will perform all of the following terms:

This agreement is for a term of twelve (12) months and is available for renewal annually. Contractor agrees to encode all Lake Minnetonka Conservation District meetings and link them to the Contractor’s website located at [www.lmcc-tv.org](http://www.lmcc-tv.org) during the twelve (12) month term of this agreement, from the date of January 1, 2024 to December 31, 2024

**Work specified includes the following:**

- Ingest recordings of Lake Minnetonka Conservation District meetings into the Contractor’s video server.
- The Contractor will encode and upload these meetings to the Contractor’s host website located at [www.lmcc-tv.org](http://www.lmcc-tv.org) and keep them in a location unique to the Lake Minnetonka Conservation District.
- The Contractor will trim the meeting files so that the video file can be viewed from gavel to gavel of said meeting.
- The Contractor will link the meeting to the Lake Minnetonka Conservation District page of the Contractor’s website.
- The Contractor will allow the Lake Minnetonka Conservation District to link this page of content to their own website for ease of viewing by their constituents.
- The Contract will provide 1 copy of each file(Meeting) to a second party of their choosing via Google Drive or OneDrive.
- Compensation of \$200.00 per meeting will be paid by the Lake Minnetonka Conservation District for performing these services.
- The Lake Minnetonka Conservation District agrees to pay this amount within 30 days of the posting of the meeting to the afore mentioned website.
- The Lake Minnetonka Conservation District can request increased services during the contracted time that would include agenda parsing for any of their meetings with the understanding that agenda parsed meetings will be charged at a rate of \$400.00 per meeting and that they would need to provide the Contractor with a Word version of their agenda no later than the date of their meeting.

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Lake Minnetonka Conservation District  
Jim Brimeyer, Interim Executive Director

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Date

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Lake Minnetonka Communications Commission  
Jim Lundberg, Operations Manager

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Date

## **PROFESSIONAL SERVICES AGREEMENT**

This Professional Services Agreement (“Agreement”) is made this 13th day of December, 2023, by and between the Lake Minnetonka Conservation District, a corporate and political body and political subdivision of Minnesota, (the “LMCD”) and Fred Miller (the “Contractor”).

### **RECITALS**

- A. The Contractor is engaged in the business of providing professional audio and video services to record public meetings.
- B. The LMCD generally holds two regular meetings a month in the council chambers of the City of Wayzata (“City”), which has its own audio and video equipment that it makes available for recording the LMCD’s meetings.
- C. The LMCD desires to engage the Contractor to provide the audio video services described in this Agreement, and the Contractor is willing to provide such services on the terms and conditions set forth herein.

### **AGREEMENT**

- 1. Services. The Contractor agrees to record audio video of all LMCD regular board meetings and incorporate other electronic venues as requested during the term of this Agreement in accordance with the following (collectively, the “Services”):
  - (a) Operate the City’s audio video equipment during LMCD regular board meetings. This includes robotic cameras, graphics software, and picture in picture placement. Note: At this time this service does not include live streaming online through Granicus or other software.
  - (b) Assist in troubleshooting, as needed, of all City audio video equipment necessary to provide the Services. While the equipment functionality under normal usage is the responsibility of the LMCD, the Contractor shall be responsible for the costs of repairing the equipment resulting from the careless use or abuse of the equipment by the Contractor; and
  - (c) The Contractor shall: 1) return the studio to correct working order; 2) not remove any City equipment or property from the studio except as authorized by appropriate City personnel; 3) secure the studio upon leaving; 4) abide by all rules, regulations, and requests of the City with regard to the use of the studio and the equipment; and 5) utilize the City’s studio for LMCD meetings only.

All Services shall be provided in a manner consistent with the level of care and skill ordinarily exercised by professionals currently providing similar services. The Contractor agrees to not record, broadcast, distribute, or listen to any portion of an LMCD meeting closed to the public under Minnesota Statutes, section 13D;



2. Term and Termination. This Agreement shall commence effective January 1st, 2024 and shall continue through the end of March 2024, with possible extension through the end of the year 2024, unless terminated earlier as provided herein. Party to this Agreement may terminate this Agreement at any time for any reason upon 60 days' written notice of termination to the other party.
3. Payment. The Contractor shall submit a statement on a regular basis that indicates the Services provided for the board meetings within that time period. The LMCD shall pay the Contractor for providing the Services at a rate of \$300.00 per meeting up to two hours, plus \$100.00 per hour for each hour after the first two hours of the meeting, with a total cap per meeting of \$400.00. The duration of the meeting is determined solely by the actual meeting run time and does not include any pre/post meeting work. Payment of this rate constitutes payment in full for the Services and the LMCD shall not be required to pay expenses or any other amounts to the Contractor for providing the Services.
4. Subcontracting. The Contractor may not subcontract or assign any obligations under this Agreement to another without the prior consent of the LMCD. If the LMCD approves the Contractor having someone else provide any portion of the Services, the Contractor shall be responsible for ensuring the person is sufficiently trained, as determined by the City, to be able to operate the City's equipment on their own.
5. Independent Contractor. The Contractor is an independent contractor, and the Services will be performed with the understanding that the Contractor has special expertise in those Services and is customarily engaged in the independent performance of the same or similar services for others. The manner in which the Services are performed shall be controlled by the Contractor; however, the nature of the Services and the results to be achieved shall be specified by the LMCD. The Contractor is not to be deemed an employee or agent of the LMCD and has no authority to make any binding commitments or obligations on behalf of the LMCD. All Services provided by the Contractor pursuant to this Agreement shall be provided by the Contractor as an independent contractor and not as an employee of the LMCD for any purpose including, but not limited to, income tax withholding, workers' compensation, unemployment compensation, FICA taxes, liability for torts, and eligibility for employee benefits.
6. Indemnification. To the fullest extent permitted by law, the Contractor, and the Contractor's successors or assigns, agrees to protect, defend, save, and hold harmless the LMCD, its officers, agents, and employees from any and all claims, suits, or actions of any kind, nature, or character, and the costs, disbursements, and expenses of defending the same including, but not limited to, attorneys' fees, professional services, and other technical, administrative or professional assistance resulting from or arising out of the alleged negligence, breach of contract or willful misconduct of the Contractor or its subcontractors, agents, or employees in performing the Services under this Agreement or arising out of the failure to obtain or maintain the insurance required by this Agreement. Nothing in this Agreement shall constitute a waiver or limitation of any immunity or limitation on liability to which the LMCD is entitled under law. The parties agree that these indemnification obligations will survive the completion or termination of this Agreement.

7. Insurances. The Contractor shall be responsible for maintaining, during the entire term of this Agreement, its own insurances including, to the extent required by law, workers' compensation insurance.
8. Miscellaneous Provisions.
  - (a) Entire Agreement. This Agreement constitutes the entire agreement between the LMCD and the Contractor and supersedes any other written or oral agreements between the LMCD and the Contractor.
  - (b) Amendments. No amendments may be made to this Agreement except in writing signed by both parties.
  - (c) Records/Inspection. Pursuant to Minnesota Statutes, section 16C.05, subdivision 5, the Contractor agrees that the books, records, documents, and accounting procedures and practices of the Contractor, which are relevant to this Agreement, are subject to examination by the LMCD and the state auditor or legislative auditor for a minimum of six years. The Contractor shall maintain such records for a minimum of six years after final payment.
  - (d) Compliance with Laws. The Contractor shall exercise due professional care to comply with all applicable federal, state and local laws, rules, ordinances and regulations in providing the Services under this Agreement.
  - (e) Data Practices. As required in Minnesota Statutes, section 13.05, subdivision 6, the Contractor agrees to comply with the requirements of the Minnesota Data Practices Act (Minnesota Statutes, Chapter 13) with respect to all data created, collected, received, stored, used, maintained, or disseminated by the Contractor in the course of providing Services under this Agreement. This Agreement does not require data on individuals to be made available to the Contractor.
  - (f) Third Party Rights. The parties to this Agreement do not intend to confer on any third party any rights under this Agreement.
  - (g) Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota. Any disputes, controversies, or claims arising out of this Agreement shall be heard in the state or federal courts of Minnesota, and all parties to this Agreement waive any objection to the jurisdiction of these courts, whether based on convenience or otherwise.
  - (h) Not Exclusive. This Agreement is not exclusive in that the Contractor is free to perform similar services to others, provide such services do not interfere with the Contractor providing the identified Services to the LMCD under this Agreement.

**IN WITNESS WHEREOF**, the parties have entered into this Agreement effective as of January 1<sup>st</sup>, 2024.

**Lake Minnetonka Conservation District**

\_\_\_\_\_  
Ann Hoelscher, Board Chair

\_\_\_\_\_  
Jim Brimeyer, Interim Executive Director

\_\_\_\_\_  
Date

**Contractor**

\_\_\_\_\_  
Fred Miller

\_\_\_\_\_  
Date

DRAFT

# *TimeSaver Off Site Secretarial, Inc.*

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October 27, 2023

Mr. Jim Brimeyer, Interim Executive Director  
Lake Minnetonka Conservation District  
5341 Maywood Road, Suite #200  
Mound, MN 55364

Dear Jim,

Enclosed is an Addendum to the Recording Secretary Service Agreement that extends the expiration date to December 31, 2024. To comply with ESST requirements, the unit rates reflect increases of \$1.50 per hour and 50 cents per page. The base rate and unit rate first hour reflect an increase of less than 5.25%.

We appreciate the confidence you have placed in TimeSaver to handle your meeting minute needs and look forward to continuing that relationship in 2024.

If you need further information or have questions, please feel free to contact me at 612-251-8999.

Best regards,



Carla Wirth  
Owner

Enclosure: Recording Secretary Service Agreement  
Return envelope

**ADDENDUM TO  
RECORDING SECRETARY SERVICE AGREEMENT**

**Dated: December 31, 2023**

By and between TimeSaver Off Site Secretarial, Inc. and Lake Minnetonka Conservation District (LMCD), 5341 Maywood Road, Suite #200, Mound, MN 55364.

1. EXTENSION OF RECORDING SECRETARIAL SERVICE AGREEMENT: The term of the existing Recording Secretary Service Agreement dated December 31, 2022 shall be extended under the same terms and conditions to December 31, 2024.
  
2. TOSS CHARGES: TOSS shall be paid for its services as recording secretary for each meeting with a one (1) hour minimum, the highest rate prevailing, as follows:
  - a. Base Rate: One Hundred Sixty-Seven and 00/100 dollars (\$167.00) for any meeting up to one (1) hour (billable time) plus Thirty-Nine and 50/100 dollars (\$39.50) for each thirty (30) minutes following the first one (1) hour; **or**
  
  - b. Unit Rate: Fifty-One and 75/00 dollars (\$51.75) for the first hour of meeting time and Thirty-Four and 50/100 dollars (\$34.50) for every hour after the first hour plus Fifteen and 25/100 dollars (\$15.25) for each page of draft minutes for submission to the LMCD for their preparation of final minutes.

At the end of the term of this Addendum or any extension of it, the parties may make a new Agreement or extend or modify the terms of this Agreement.

IN WITNESS WHEREOF, the undersigned have executed this Addendum to the Recording Secretary Service Agreement as of the day and year indicated.

January \_\_, 2024

LAKE MINNETONKA CONSERVATION DISTRICT

By: \_\_\_\_\_  
Jim Brimeyer

Its: Interim Executive Director

October 27, 2023

TIMESAVER OFF SITE SECRETARIAL, INC.

By: Carla Wirth  
Carla Wirth

Its: President & CEO

**ADDENDUM TO  
RECORDING SECRETARY SERVICE AGREEMENT**

**Dated: December 31, 2023**

By and between TimeSaver Off Site Secretarial, Inc. and Lake Minnetonka Conservation District (LMCD), 5341 Maywood Road, Suite #200, Mound, MN 55364.

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  - a. Base Rate: One Hundred Sixty-Seven and 00/100 dollars (\$167.00) for any meeting up to one (1) hour (billable time) plus Thirty-Nine and 50/100 dollars (\$39.50) for each thirty (30) minutes following the first one (1) hour; or
  
  - b. Unit Rate: Fifty-One and 75/00 dollars (\$51.75) for the first hour of meeting time and Thirty-Four and 50/100 dollars (\$34.50) for every hour after the first hour plus Fifteen and 25/100 dollars (\$15.25) for each page of draft minutes for submission to the LMCD for their preparation of final minutes.

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January \_\_, 2024

LAKE MINNETONKA CONSERVATION DISTRICT

By: \_\_\_\_\_  
Jim Brimeyer

Its: Interim Executive Director

October 27, 2023

TIMESAVER OFF SITE SECRETARIAL, INC.

By: Carla Wirth  
Carla Wirth

Its: President & CEO

## LICENSE AGREEMENT

(Wayzata City Hall Cable Television Video Production Studio)

This License Agreement ("Agreement") is made as of the \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_\_\_ by and between the Lake Minnetonka Conservation District, a Minnesota municipal corporation (the "LMCD") and the City of Wayzata, a Minnesota municipal corporation (the "City").

### WITNESSETH

WHEREAS, THE City owns and operates a cable television/video production facility (the "Studio") (for purposes of this Agreement the Studio shall be defined to include all equipment and personal property located within the Studio), which said facility located in the Wayzata City Hall located at 600 Rice Street East, Wayzata Minnesota; and

WHEREAS, the LMCD desires to broadcast the LMCD meetings from the Wayzata City Hall Community Room by using the Studio; and

WHEREAS, the City is willing to allow the LMCD to use the Studio so long as the LMCD enters into this Agreement;

NOW, THEREFORE, in consideration of mutual covenants herein contained, and in consideration of **One Dollar** and other good and valuable consideration, the receipt and sufficiency which is hereby acknowledged by the parties, the parties agree as follows:

1. License. The City hereby licenses to the LMCD for the use of the Studio and the equipment and improvements located within the Studio as well as other personal property located within the Studio. Such use shall be on a nonexclusive basis subject to the approval of the City, within the City's sole discretion.
2. Purpose. The LMCD agrees that it shall use the Studio for the sole purpose of producing LMCD meetings that are held in the Wayzata City Hall Community Room.
3. Personnel. As a condition of the license granted by the City to the LMCD under this Agreement, the LMCD agrees that any time it uses the Studio, the Studio will only be used by a videographer who will be under the direct supervision of LMCD Executive Director. One videographer shall be assigned to produce LMCD meetings in the Wayzata City Hall Community Room who will be fully trained in by City employees before broadcasting any meetings. Such personnel may be employees of LMCD or independent contractors. Such videographer must be approved by the City in the City's sole discretion. The LMCD shall be solely responsible for wages, workers' compensation insurance, wage withholding for social security, income tax and other compensation and taxes to be paid to and on behalf of such videographer.

4. Operations.

A. LMCD shall:

- i. Return the Studio to correct working order;
- ii. Not remove any City equipment or property from the Studio except as authorized by appropriate City personnel;
- iii. Secure the Studio and City Hall when it leaves the Studio;
- iv. Agree to abide by all rules, regulations, and requests adopted by the City in regard to use of the Studio;
- v. Only use the Studio for the broadcast of LMCD meetings.

B. City shall:

- i. Provide one key and fob to allow access to the Studio and City Hall;
- ii. Provide custodial services, cabinets, chairs and such other furniture as City determines is necessary for operation of the Studio.

5. Indemnification, Property Damage and Liabilities. The LMCD agrees to exonerate, save harmless, protect, and indemnify the City and its employees, Council Members and agents from and against any and all losses, damages, claims, suits or actions, judgments, and costs that may arise or grow out of any injury to or death of persons or damage to property, arising out of and attributable to the acts or omissions of, or use by the LMCD, its agents, servants, employees, or guests of the Studio and the contents therein except as may be the result of the City's sole negligence. The City shall not be responsible for the loss of or damage to property or injury to person, occurring in or about the Studio while in use by the LMCD. The LMCD agrees that if any damage is caused to the Studio or contents therein it shall immediately repair such damage or replace such equipment or personal property so damaged. Nothing herein shall be deemed a waiver by the LMCD of the limitations on liability set for in Minnesota Statutes, Chapter 466.

6. Insurance. The LMCD agrees that it shall maintain insurance in amounts and substance reasonably acceptable to the City, which said insurance shall insure for damage caused to the Studio and its contents caused by the LMCD. Upon the request of the City, the LMCD shall provide the City with proof of such insurance. If requested by the City, the insurance shall call for 30 days written notice to the City before cancellation of such insurance. The City must be named as a certificate holder or an additional insured. Nothing herein shall be deemed a waiver of the limitations on liability set forth in Minnesota Statutes, Chapter 466.

7. Notice. If a notice is given pursuant to the terms of this Agreement, said notice shall be by US mail, certified, return receipt requested, addressed to the City as follows: City Manager, City of Wayzata, 600 Rice Street E, Wayzata, Minnesota 55391; to LMCD at 5341 Maywood Road, Suite 200, Mound, MN 55364.

8. Assignment. This agreement may not be assigned by LMCD to a third party without the written consent of the City, which may be withheld in the City's sole judgment.



9. Term. The term of this License shall be from the date hereof until Midnight on December 31, 2024.
10. Miscellaneous. The City, by entering into this Agreement makes no representation or warranty regarding the fitness of the Studio and its equipment and personal property as being suitable for the purposes of the LMCD. The LMCD agrees that the Studio and its contents are being provided on an “as is” basis. The LMCD agrees that they shall be solely responsible for the quality of the production as a result of the LMCD’s use of the Studio.
11. Termination. Either party may terminate this Agreement at any time, for any reason or no reason, upon thirty (30) days written notice to the other parties.
12. Governing Law. This Agreement shall be construed in accordance with the laws of the State of Minnesota.
13. Entire Agreement. This Agreement contains the entire agreement of the parties with respect to all matters regarding the rights and obligations of each party regarding the operation, access and use of the Studio, and this Agreement supersedes all prior agreements and understandings, oral and written, between the City and LMCD regarding use of the Studio.
14. Binding Effect. This agreement shall inure to the benefit of the parties hereto and shall be binding upon the parties hereto and their respective successors and assigns.
15. Headings. The article, section, and other headings contained in this Agreement are for reference purposes only and shall be deemed to be a part of this Agreement or to affect the meaning or interpretation of this Agreement.
16. Counterparts. This Agreement may be executed in any number of counterparts, and be different parties on different counterparts, each of which, when executed, shall be deemed to be an original, and all of which together shall be deemed to be one and the same instrument. This Agreement shall be deemed fully executed when each party hereto has executed a counterpart hereof.
17. Severability. If any term, condition, or provision of this Agreement, or the application thereof to any circumstance, shall be invalid or unenforceable to any extent, the remaining terms, covenants, conditions, and provision of this Agreement shall not be affected thereby and each remaining term, covenant, condition, and provision of this Agreement shall be valid and shall be enforceable to the fullest extent permitted by law. If any provision of this Agreement is so broad as to be unenforceable, such provision shall be interpreted to be only as broad as is enforceable.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first above written.

**CITY:** CITY OF WAYZATA

By \_\_\_\_\_  
It's Mayor

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

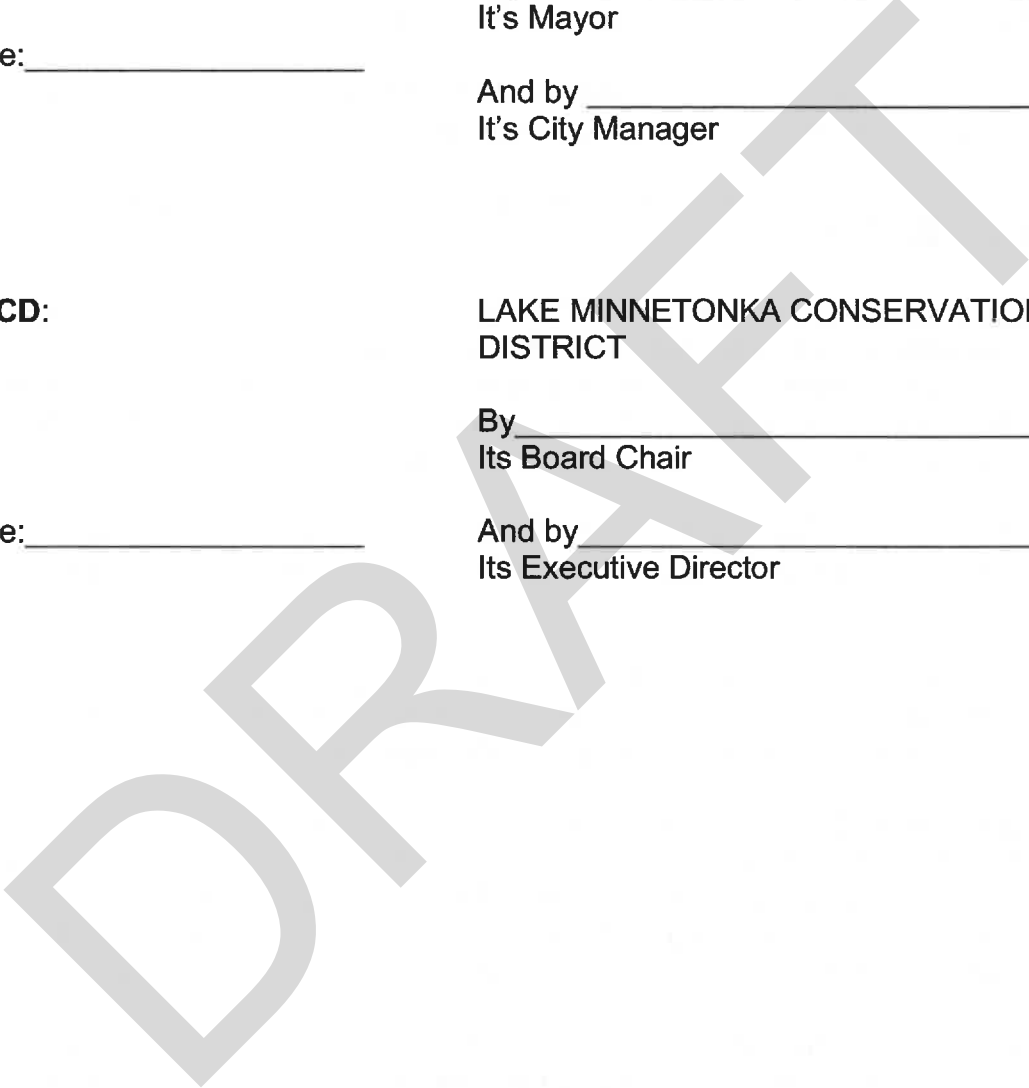
And by \_\_\_\_\_  
It's City Manager

**LMCD:** LAKE MINNETONKA CONSERVATION DISTRICT

By \_\_\_\_\_  
Its Board Chair

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

And by \_\_\_\_\_  
Its Executive Director



# AGREEMENT

This Agreement made and entered into by and between the City of Wayzata, a municipal corporation, hereinafter referred to as "Landlord"; and the Lake Minnetonka Conservation District, a Minnesota municipal corporation (the "LMCD").

## WITNESSETH:

Landlord and LMCD enter into this Agreement for the use of meeting space in the Wayzata City Hall Community Room located at 600 Rice Street, Wayzata, Minnesota, 55391;

Now, therefore, the parties mutually agree as follows:

Landlord hereby agrees to allow LMCD to use the Community Room in accordance with the City's "Community Room Policy" and the following terms:

- A. LMCD agrees to schedule the community room through the City of Wayzata per the Wayzata Community Room Scheduling and Use Policy rules. (Two meetings per month, set-up time starting at 4 PM, provide own DVD's, tapes etc., vacuum if needed, empty trash and recycling if full from meeting.) The City reserves the right to revoke permission to use the Community Room on a Monday – Thursday evening if the Community Room is needed for a City Council, Planning Commission, or other City government meeting.
- B. LMCD agrees to return the Community Room back to its standard configuration after each use.
- C. LMCD agrees to be responsible for any liability, damage or loss to the City from the LMCD's use of the Community Room as follows: The LMCD agrees to save harmless, protect, and indemnify the City and its employees, Council Members and agents from and against any and all losses, damages, claims, suites or actions judgments, and costs that may arise or grow out of any injury to or death of persons or damage to property, arising out of and attributable to the acts or omissions of, or use by the LMCD, its agents, servants, employees, or guests of the Community Room and the contents therein except as may be the result of the City's sole negligence. The City shall not be responsible for the loss of or damage to property or injury to person, occurring in or about the Community Room while in use by the LMCD. The LMCD agrees that if the LMCD, or its agents or employees cause any damage to the Community Room or contents therein, normal wear and tear exempted, it shall immediately repair such damage or replace such equipment or personal property so damaged. Nothing herein shall be deemed a waiver by the LMCD of the limitations on liability set forth in Minnesota Statutes, Chapter 466.
- D. For the calendar year 2024 LMCD agrees to pay the sum of Three Thousand One Hundred Sixteen dollars (\$3,116.00) for the use of the Wayzata Community Room. Effective for subsequent years, Landlord shall, at its sole discretion, have the right to make reasonable adjustments to the room use fee.
- E. LMCD shall have the right to terminate its use of the Community Room upon 30-days written notice to Landlord.

The effective date of this Agreement is January 1, 2024.

City of Wayzata

Lake Minnetonka Conservation District

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Chair

\_\_\_\_\_  
Date

\_\_\_\_\_  
City Manager

\_\_\_\_\_  
Date

\_\_\_\_\_  
Executive Director

\_\_\_\_\_  
Date



## LAKE MINNETONKA CONSERVATION DISTRICT

5341 MAYWOOD ROAD, SUITE 200 • MOUND, MINNESOTA 55364 • TELEPHONE 952/745-0789 • FAX 952/745-9085

**DATE:** December 13, 2023 (Prepared December 4, 2023) LMCD Board of Directors

**TO:** 2023) LMCD Board of Directors

**FROM:** Maisyn Reardan, Office and Finance Manager

**THROUGH:** Jim Brimeyer, Interim Executive Director

**SUBJECT:** 2024 Appointments for Legal Services, Auditor, Bank Depository, and Official Newspaper

### **ACTION**

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Board approval of one-year appointments and designations for Legals Services from Ratwik, Rosnak & Maloney, P.A. (Joseph Langel) as the Civil Attorney; Gregerson, Rosow, Johnson & Nilan, Ltd (Steve Tallen) as the Prosecuting Attorney; Abdo, Eick & Meyers for their Auditing Services; Bridgewater Bank as the LMCD bank depository; and designating the Sun Sailor as the LMCD's official newspaper for legal notices.

### **BACKGROUND**

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Certain services are provided for the Lake Minnetonka Conservation District (LMCD) by appointment, with or without contracts. Most of these contracts or appointments are conducted annually. In certain cases, such as designating the official newspaper for legal publications, an annual designation is required by state law. The appointments for legal services, auditor, the official newspaper, and bank depository are included in this action.

### **CONSIDERATIONS**

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Please note that if the board would like to consider multiple year appointments or other options, this agenda item needs to be removed from the consent agenda. Furthermore, an agreement or contract would be recommended in those cases.

#### **Legal Services**

Staff have received rates for legal services for 2024. Based on the following listed rates, staff recommend approval of the following appointments:

- Ratwik, Rosnak & Maloney, P.A. as the LMCD Civil Attorney. The proposed hourly rate for 2024 is \$200 per hour.
- Gregerson, Rosow, Johnson & Nilan, Ltd. as the LMCD Prosecuting Attorney. The proposed hourly rate will increase 3.2% for 2024, costing \$170.65 per hour for the prosecuting attorney and \$96.06 per hour for the legal assistant.

#### **Auditor**

A proposal for Audit services in 2024 for the 2023 audit was submitted by the Abdo, Eick, and Meyers to provide the financial auditing services for the LMCD. The company has been the appointed auditing firm for several years. Their knowledge of our accounting and financial

systems is beneficial as we continue to review systems and processes. Therefore, staff recommends the following.

- Abdo, Eick, and Meyers, LLP to conduct the 2023 LMCD Audit. The proposed cost is \$15,000, an increase of \$2,500 (3.64%) from last year, with an additional \$2,000 for GASB 96 Subscription Based IT Arrangements implementation if it applies.

**Bank Depository**

In May 2023, LMCD changed its bank depository to Bridgewater Bank. Since then, Staff has notified all of its vendors of the bank switch and has transferred all of its funds to Bridgewater Bank from Alerus Bank. Staff also formally closed its Alerus checking and savings accounts on November 21, 2023. Therefore, Staff recommends Bridgewater Bank as its bank depository for 2024.

**Official Newspapers**

Board approval is necessary to designate the official newspapers for 2024 where LMCD will publish its legal notices. Based on distribution availability, staff recommends the following:

- Sun Sailor

**BUDGET**

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Please refer to the consideration summary for costs of services.

**STRATEGIC PRIORITIES**

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<input type="checkbox"/>	Dock, Applications, Licenses, Surface Water Management	<input type="checkbox"/>	Lake Use, Safety	<input type="checkbox"/>	Lake Protection	<input checked="" type="checkbox"/>	Operational Effectiveness	<input type="checkbox"/>	Other
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**ATTACHMENTS**

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1. Gregerson, Rosow, Johnson & Nilan, Ltd. Prosecution Rates for 2024
2. Proposal for Auditing Services in 2024 for Fiscal Year 2023 - Abdo



November 27, 2023

Board of Directors  
Lake Minnetonka Conservation District  
Mound, Minnesota

We are pleased to confirm our understanding of the services we are to provide the Lake Minnetonka Conservation District (the District) for the year ended December 31, 2023.

### **Audit Scope and Objectives**

We will audit the financial statements of the governmental activities, each major fund, and the aggregate remaining fund information, and the disclosures, which collectively comprise the basic financial statements of the District as of and for the year ended December 31, 2023. Accounting standards generally accepted in the United States of America (GAAP) provide for certain required supplementary information (RSI), such as management’s discussion and analysis (MD&A), to supplement the District’s basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the District’s RSI in accordance with auditing standards generally accepted in the United States of America (GAAS). These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management’s responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient appropriate evidence to express an opinion or provide any assurance. The following RSI is required by GAAP and will be subjected to certain limited procedures, but will not be audited:

- Management’s Discussion and Analysis

In connection with our audit of the basic financial statements, we will read the following other information and consider whether a material inconsistency exists between the other information and the basic financial statements, or the other information otherwise appears to be materially misstated. If, based on the work performed, we conclude that an uncorrected material misstatement of the other information exists, we are required to describe it in our report. .

- Introductory Section

The objectives of our audit are to obtain reasonable assurance as to whether the financial statements as a whole are free from material misstatement, whether due to fraud or error; issue an auditor’s report that includes our opinion about whether your financial statements are fairly presented in all material respects, in conformity with GAAP, and report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment of a reasonable user made based on the financial statements.

#### *Edina Office*

5201 Eden Avenue, Ste 250  
Edina, MN 55436  
P 952.835.9090

#### *Mankato Office*

100 Warren Street, Ste 600  
Mankato, MN 56001  
P 507.625.2727

#### *Scottsdale Office*

14500 N Northsight Blvd, Ste 233  
Scottsdale, AZ 85260  
P 480.864.5579

## **Auditor's Responsibilities for the Audit of the Financial Statements**

We will conduct our audit in accordance with GAAS and will include tests of your accounting records and other procedures we consider necessary to enable us to express such opinions. As part of an audit in accordance with GAAS, we exercise professional judgment and maintain professional skepticism throughout the audit.

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management. We will also evaluate the overall presentation of the financial statements, including the disclosures, and determine whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is an unavoidable risk that some material misstatements may not be detected by us, even though the audit is properly planned and performed in accordance with GAAS. In addition, an audit is not designed to detect immaterial misstatements, or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of management of any material errors, fraudulent financial reporting, or misappropriation of assets that comes to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

We will also conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the District's ability to continue as a going concern for a reasonable period of time.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, tests of the physical existence of certain assets, and direct confirmation of receivables and certain assets and liabilities by correspondence with selected customers, creditors, and financial institutions. We will also request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry.

We may, from time to time and depending on the circumstances, use third-party service providers in serving your account. We may share confidential information about you with these service providers but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers.

Our audit of the financial statements does not relieve you of your responsibilities.



### **Audit Procedures-Internal Control**

We will obtain an understanding of the government and its environment, including the system of internal control, sufficient to identify and assess the risks of material misstatement of the financial statements, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinions. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentation, or the override of internal control. An audit is not designed to provide assurance on internal control or to identify deficiencies in internal control. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards.

We have identified the following significant risk(s) of material misstatement as part of our audit planning, however, it should be noted that our planning procedures are not concluded and therefore additions or modifications may be made to the below significant risks:

- Management Override of Controls
- Improper Revenue Recognition

### **Audit Procedures-Compliance**

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the District's compliance with the provisions of applicable laws, regulations, contracts, and agreements. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion.

### **Other Services**

We will also prepare a general ledger trial balance for use during the audit. Our preparation of the trial balance will be limited to formatting information in the general ledger into a working trial balance. As part of the audit, we will assist with preparation of your financial statements of the District in conformity with U.S. generally accepted accounting principles based on information provided by you. We will also use the financial statements to complete the Office of the State Auditors' Reporting Forms. We will also enter the current year capital asset transactions into our software based on information you provide.

We will perform the above services in accordance with applicable professional standards. The other services are limited to the financial statement services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

You agree to assume all management responsibilities for the financial statement preparation services and any other nonattest services we provide; oversee the services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of the services; and accept responsibility for them.

### **Responsibilities of Management for the Financial Statements**

Our audit will be conducted on the basis that you acknowledge and understand your responsibility for designing, implementing and maintaining internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including monitoring ongoing activities; for the selection and application of accounting principles; and for the preparation and fair presentation of the financial statements in conformity with accounting principles generally accepted in the United States of America, with the oversight of those charged with governance.





Management is responsible for making drafts of financial statements, all financial records and related information available to us and for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers). You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, identification of all related parties and all related party relationships and transactions, and other matters (2) additional information that we may request for the purpose of the audit, and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence. At the conclusion of our audit, we will require certain written representations from you about the financial statements and related matters.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements of each opinion unit taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws and regulations.

With regard to including the auditor's report in an exempt offering document, you agree that the aforementioned auditor's report, or reference to Abdo, will not be included in any such offering document without our prior permission or consent. Any agreement to perform work in connection with an exempt offering document, including an agreement to provide permission or consent, will be a separate engagement.

You are responsible for the preparation of the supplementary information in conformity with accounting principles generally accepted in the United States of America (GAAP). You agree to include our report on the supplementary information in any document that contains and indicates that we have reported on the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon. Your responsibilities include acknowledging to us in the representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

With regard to the electronic dissemination of audited financial statements, including financial statements published electronically on your website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.



## Engagement Administration, Fees, and Other

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing.

The audit documentation for this engagement is the property of Abdo and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to any Regulator or its designee. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Abdo personnel. Furthermore, upon request, we may provide copies of selected audit documentation to any Regulator or its designee. The Regulator or its designee may intend or decide to distribute the copies or information contained therein to others, including other governmental agencies.

Steven R. McDonald, CPA is the engagement partner and is responsible for supervising the engagement and signing the report or authorizing another individual to sign it. We expect to begin our audit in February, 2024 and to issue our reports no later than March 31, 2024.

Our fee for these services will be as follows:

Audit	\$	<u>15,000</u>
GASB 87 (Leases) Implementation <i>(if applicable)</i>	\$	2,000
GASB 96 Implementation <i>(if applicable)</i>	\$	2,000

There have been several new accounting standards issued in recent years which will begin taking effect in the current and following years. These new standards may require substantial changes to your financial statements. We will review with you during the planning stage and if changes are substantial and you would like our firm to complete this work we will agree at that time to a separate fee and engagement to complete that work.

The newest standard that will have an effect on the District that is effective for this year's financial statement is GASB's Accounting Standards number 96 - Accounting for subscription-based information technology arrangements (SBITA). This new standard is effective for fiscal years starting after June 15, 2022. Given this new standard will have an effect on your financial statements, there will be additional time spent to adopt this standard in year one. We will assist management with the implementation of this standard and anticipate that our non-recurring implementation fee for these procedures will not exceed the total shown above. In addition, Abdo has partnered with an accounting software known as "LeaseCrunch" to assist in the implementation of the new standard and to be utilized on an ongoing basis to ensure you are in compliance with the new standard post-implementation. The cost of this service is a discounted price of \$78 per SBITA that is in the "LeaseCrunch" system and is billed directly to Abdo from LeaseCrunch on an annual basis. Abdo will bill you the same amount charged from LeaseCrunch based on the number of SBITA's in your account. Abdo plans to utilize this software as part of our procedures and Abdo can either enter information into the system for you to review or we can give you access to the system to input your own data for which we will review and ensure it is correct. We will discuss this with you as part of our planning procedures.

In an effort to reduce environmental impact, you will receive printable, downloadable PDFs of your report. To receive one (1) paper report, you will be charged \$150 for a set-up fee. Additional paper copies will be charged at the rate of \$50 per report.



You may also be billed for travel and other out-of-pocket costs such as report production, typing, postage, etc. if not included in the fee listed above. The fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the engagement. If significant additional time is necessary, we will discuss it with you and arrive at a new fee before we incur the additional costs. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. Amounts not paid within 30 days from the invoice date will be subject to a late payment charge of .66 percent per month (8 percent per year). If for any reason the account is turned over to collections, additional fees will be added to cover collections cost. In accordance with our Firm policies, work may be suspended if your account becomes 60 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

Except in the event of your failure to make a payment when due, in the event of a dispute related in any way to our services, our Firm and you agree to discuss the dispute and, if necessary, to promptly mediate in a good faith effort to resolve. We will agree on a mediator, but if we cannot, either of us may apply to a court having personal jurisdiction over the parties for appointment of a mediator. We will share the mediator's fees and expenses equally, but otherwise will bear our own attorneys' fees and mediation cost. Participation in such mediation shall be a condition to either of us initiating litigation. In order to allow time for the mediation, any applicable statute of limitations shall be tolled for a period not to exceed 120 days from the date either of us first requests in writing to mediate the dispute. The mediation shall be confidential in all respects, as allowed or required by law, except our final settlement positions at mediation shall be admissible in litigation solely to determine the prevailing party's identify for purposes of the award of attorneys' fees. In the event you fail to make a payment for services or to reimburse for costs advanced by the Firm on your behalf, the Firm reserves the right to take all legally permissible action, including commencement of litigation in lieu of mediation, and shall have the right to collect its costs, including reasonable attorney's fees, incurred in any such collection or litigation activities.

The District acknowledges and agrees that Abdo's (the Contractor) workforce, including employees assigned to staff the engagement provided for under this Agreement, constitutes an important and vital aspect of Contractor's business. In recognition of the foregoing and the harm that Contractor will suffer in the event of the loss of one or more of its employees, the District agrees that during the Term of this Agreement and for a period of six (6) months following the termination of this Agreement for any reason (the "Restrictive Time Period") the District shall not, directly or indirectly, on behalf of itself or any person, firm, corporation, association or other entity, (a) recruit, solicit, or assist anyone else in the recruitment or solicitation of, any of Contractor's employees to terminate their employment with Contractor and to become employed by or otherwise engaged with or by the District in any capacity independent of Contractor; (b) hire or engage any Contractor employee; or (c) otherwise encourage or induce any of Contractor's employees to terminate their employment with Contractor (collectively the "Contractor Employee Restrictive Covenant").

Notwithstanding the foregoing, Contractor may (but shall not be obligated to) consent to the District's recruitment, solicitation, employment or other engagement of a Contractor employee otherwise prohibited by this paragraph provided that (a) the District discloses to Contractor in writing its desire to recruit, solicit, employ or otherwise engage the Contractor employee independent of Contractor before engaging with the Contractor employee regarding any such potential relationship; (b) the District agrees to pay Contractor a Restrictive Covenant Exception Fee (as hereafter defined) in the event the Contractor employee becomes employed by or otherwise engaged with the District independent of Contractor; and (c) Contractor provides written consent to the District to engage with the Contractor employee regarding any such relationship. For purposes of this Agreement, the Restrictive Covenant Exception Fee shall be the greater of: (i) 200% of the annual contracted cost of Contractor's services under this Agreement in addition to the annual contracted cost paid or due Contractor hereunder; or (ii) 200% of the fees paid or due Contractor for services provided under this Agreement during the twelve (12) month period immediately prior to the termination of this Agreement or, in the event the Agreement has not been terminated, during the twelve (12) month period immediately prior to Contractor's provision of written consent to the District to engage in the recruitment, solicitation, employment or other engagement of a Contractor employee otherwise prohibited by this paragraph.



In the event Contractor is unwilling to consent to the District's recruitment, solicitation, employment or other engagement of a Contractor employee otherwise prohibited by this paragraph and/or agree on the District's payment of a Restrictive Covenant Exception Fee, then the Contractor Employee Restrictive Covenant shall remain in full force and effect. If the District breaches or threatens to breach the Contractor Employee Restrictive Covenant, Contractor shall be entitled to injunctive and other equitable relief from a court of competent jurisdiction restraining the District's breach of said covenant in addition to such other remedies as may be available to Contractor in law and equity, as District as the recovery from District of Contractor's reasonable attorneys' fees and costs incurred in any such legal action. The District also acknowledges, understands, and agrees that although the harm Contractor will suffer as a result of the District's breach of the Contractor Employee Restrictive Covenant cannot be or is very difficult to accurately estimate, the sum which is the greater of (i) 200% of the average annual fees paid by the District to Contractor for services under this Agreement during the three-year period preceding the breach, or (b) 200% of the employee's average annual compensation during the three-year period preceding the breach represents and constitutes a reasonable estimation of the damages to Contractor caused by District's breach (the "Liquidated Damages Amount"). Therefore, at its sole election, Contractor may elect to enforce and compel the District's compliance with the Contractor Employee Restrictive Covenant or to seek an award from District of the Liquidated Damages Amount, together with the reasonable attorneys' fees and costs incurred by Contractor in connection with any legal action to obtain such relief.

Professional and certain regulatory standards require us to be independent, in both fact and appearance, with respect to the District in the performance of our services. The District shall not, during the term of this agreement and for the twelve months following its termination for any reason, without the prior written consent of the Firm, solicit for employment, or hire any current or former partner or professional employee of the Firm, or any affiliate thereof, if such partner or professional employee has been involved in the performance of any audit, review, or attest service for or relating to the District at any time during the then current fiscal year of the District up to and including the date of the audit report for that year, or in the twelve months preceding the audit report date for the immediately preceding year.

In connection with this engagement, we may communicate with you or others via email transmission. As emails can be intercepted and read, disclosed, or otherwise used or communicated by an unintended third party, or may not be delivered to each of the parties to whom they are directed and only to such parties, we cannot guarantee or warrant that emails from us will be properly delivered and read only by the addressee. Therefore, we specifically disclaim and waive any liability or responsibility whatsoever for interception or unintentional disclosure of emails transmitted by us in connection with the performance of this engagement. In that regard, you agree that we shall have no liability for any loss or damage to any person or entity resulting from the use of email transmissions, including any consequential, incidental, direct, indirect, or special damages, such as loss of revenues or anticipated profits, or disclosure or communication of confidential or proprietary information.

We have the right to withdraw from this engagement, at our discretion, if you do not provide us with any information we request in a timely manner; refuse to cooperate with our reasonable requests or misrepresent any facts; we have reason to believe you may have engaged, or may be planning to engage, in conduct that is unethical and/or unlawful; you engage in conduct directed toward or affecting firm personnel that is disrespectful, inappropriate, and/or potentially unlawful; or we determine that continuing the engagement is not in the best interests of the firm or threatens legal or reputational harm to the firm. In the event of withdrawal under any of these circumstances, such withdrawal will release us from any obligation to complete your report and will constitute completion of our engagement.



**Reporting**

We will issue a written report upon completion of our audit of the District's financial statements. Our report will be addressed to the Board of the District. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add a separate section, or add an emphasis-of-matter or other-matter paragraph to our auditor's report, or if necessary, withdraw from this engagement. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or withdraw from this engagement.

We appreciate the opportunity to be of service to the District and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please electronically sign this letter.

Sincerely,



**Abdo**

**RESPONSE:**

This letter correctly sets forth the understanding of the **Lake Minnetonka Conservation District**.

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

Title: \_\_\_\_\_



**GREGERSON, ROSOW, JOHNSON & NILAN, LTD.**  
**ATTORNEYS AT LAW**

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ROBERT I. LANG (1922-2012)  
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#Also admitted in Illinois  
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\*Also admitted in Wisconsin

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October 19, 2023

**Via E-mail Only**

Mr. Jim Brimeyer  
Acting Executive Director  
Lake Minnetonka Conservation District  
5341 Maywood Road  
Mound, MN 55364

**Re: 2024 Prosecution Rates**

Dear Mr. Brimeyer:

This is the time of year when I traditionally ask the Board to keep me on as prosecuting attorney and to discuss prosecution rates for the coming year. It appears that the rate of inflation has slowed somewhat and the Bureau of Labor Statistics reports that it is currently approximately 3.2% for the Twin Cities for the past year. My current hourly rate for attorney time is \$165.35 per hour, and legal assistant time is \$93.10. I propose raising the rates approximately 3.2% to \$170.65 per hour for attorney time, and \$96.05 per hour for legal assistant time.

2024 will mark my 38<sup>th</sup> year as prosecuting attorney for the Conservation District. I hope the staff and the Board are as pleased with my performance as I am pleased to have kept such a valuable client for such a long time. It appears that many of the changes that were brought about due to the Covid 19 crisis are going back to "normal", but there have been some changes in the court system which I hope have made the system at least slightly more efficient and user friendly. One trend that I have noticed is that there are clearly fewer illegal charters (at least fewer being charged) and my understanding is that some of the previous defendants have now taken the steps to make the chartering of their craft legal under the Code. The Sheriff's Department should be given credit for both educating and apprehending those who in the past have neglected to obtain the proper licenses and permits.

I enjoy my time as prosecuting attorney for the Conservation District and hope to continue in that role in the future. As you know, the demographics on the Lake are somewhat different than the "normal" demographics for city prosecution, but I think both the Sheriff's

Office and my office have handled these cases in a fair and just manner. As in the past, I look forward to appearing before the Board sometime towards the end of the year or early next year to give my annual report and answer any questions the Board may have concerning my proposal and/or the prosecution program.

Sincerely,

Steven M. Tallen  
Prosecuting Attorney  
Lake Minnetonka Conservation District

SMT/mw



# ITEM 9A

## LAKE MINNETONKA CONSERVATION DISTRICT

5341 MAYWOOD ROAD, SUITE 200 • MOUND, MINNESOTA 55364 • TELEPHONE 952/745-0789 • FAX 952/745-9085

**DATE:** December 13, 2023

**TO:** Board of Directors

**FROM:** Jim Brimeyer, Interim Executive Director  
*James J. Brimeyer*

**SUBJECT:** Watercraft For Hire Moratorium

### ACTION

The board has several options to approve, table, or deny this item:

#### Approval

I make the motion to approve the document as presented and set January 10, 2024 for formal adoption on the Consent Agenda, OR

#### Table

I make the motion to table the document and direct the WFH Group to make additional changes/additions based on the public hearing comments and board discussion, OR

#### Deny

I make the motion to deny the document for the following reasons....

### BACKGROUND

The WFH Work Group has completed their assignment on this item. The “relined” copy is included with the packet showing additions/deletions/modifications to be incorporated into the code, once approved by the board.

The Chair of the WFH group will make a presentation. The Chair will open the public hearing, which has been noticed properly, hear comments from the public and then close the hearing for board discussion and decision.

### STRATEGIC PRIORITIES

X	Docks, Applications, Licenses, Surface Water Management		Lake Use, Safety		Lake Protection		Operational Effectiveness		Other
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### ATTACHMENTS

Proposed Amendment to Code on Watercraft For Hire



**ARTICLE 7  
WATERCRAFT FOR HIRE, RENTAL, AND LIQUOR LICENSING**

**Chapter 1. Watercraft for Hire** Page

7-1.01.	<del>Certificate of Registration</del> <u>License</u> .....	7-1
7-1.03.	Watercraft Registration .....	7-2
7-1.05.	Required Equipment .....	7-2
7-1.07.	Number of Passengers Permitted .....	7-3
<u>7-1.08.</u>	<u>Authorized Ports of Call</u> .....	<u>7-X</u>
7-1.09.	Operational Rules.....	7-4
7-1.11.	Watercraft Size Exception .....	7-5
<u>7-1.12.</u>	<u>Exemption from Licensing Watercraft for Hire</u> .....	<u>7-X</u>

**Chapter 2. Adult Uses on a Watercraft for Hire**

7-2.01.	Statement of Intent.....	7-6
7-2.03.	Licensing.....	7-6

**Chapter 3. Alcoholic Beverages and Licensing**

7-3.01.	State Law .....	7-8
7-3.03.	License Required .....	7-8
7-3.05.	License and Permit Types.....	7-9
7-3.07.	Persons Ineligible for License.....	7-9
7-3.09.	Businesses Ineligible for License.....	7-10
7-3.11.	Persons and Watercraft Licensed; Transfer .....	7-10
7-3.13.	Conditions of License .....	7-10
7-3.15.	Mandatory Training .....	7-12
7-3.17.	Clubs .....	7-12
7-3.19.	Restrictions on Purchase and Consumption.....	7-12
7-3.21.	Hours of Operation .....	7-13
7-3.23.	Restrictions; Vested Rights.....	7-13
7-3.25.	Authorized Ports of Call .....	7-13

**CHAPTER 1  
WATERCRAFT FOR HIRE**

**7-1.01. License Required~~Certificate of Registration~~.**

Subd. 1. Required. No person shall operate or offer to operate a watercraft for hire on the Lake without first obtaining a ~~certificate of registration~~license from the LMCD.

Subd. 2. Obtaining a LicenseCertificate. Applications for a license eertificate-of registration to operate a watercraft for hire on the Lake shall be submitted and processed as provided in Section 6-5.13.

Subd. 3. Renewals. A renewal license eertificate-of registration is required for each year of operation and must be obtained by March 1<sup>st</sup> of each year.

**7-1.03. Watercraft Registration with State or Coast Guard.** Prior to obtaining a license from the LMCD, Aall watercraft for hire or charter shall be registered with the state of Minnesota as “For Hire” or be United States Coast Guard Documented for Commercial Use. The license number shall be affixed to the hull with a valid registration sticker. The United States Coast Guard Documentation number must be affixed on a main bulkhead or structural member of the watercraft. The full name of the watercraft must be displayed on the hull, either the stern or on the port and starboard sides of the watercraft.

**7-1.05. Required Equipment.** When a watercraft is in use and carrying passengers for hire, the equipment identified in this Section must be on board and be in a serviceable condition.

Subd. 1. Fire Extinguishers. Fire extinguishers shall be of a number and type that meets the requirements of the Minnesota DNR and, in addition, each such watercraft shall have installed a fixed fire extinguishing system to protect the engine room(s) on all watercraft using gasoline or other fuel having a flash point of 110 degrees F or lower; provided, however, that where the engine room(s) are so open to the atmosphere to make the use of a fixed system ineffective, no such system will be required. The system shall have the appropriate number of pounds of chemical for the gross volume of space to be covered as specified in 46 CFR § 181.410.

Subd. 2. Bilge Pumps. The watercraft for hire must have one fixed bilge pump for each non-connected bilge compartment. The bilge pump shall be rated at 10 GPM or greater.

Subd. 3. Restrooms. Any watercraft licensed under this Chapter shall have functioning restrooms that operate, in accordance with and shall be are mechanically configured, in accordance with LMCD’s then-current requirements for restrooms on a watercraft for hire or charter. LMCD’s policy may require that applicant pass an inspection of the restrooms be subject to inspection.

Subd. ~~43~~. Personal Floatation Devices.

- (a) Number. All watercraft for hire must carry on board one Coast Guard Approved Type 1 adult personal floatation device for each person permitted to be carried on the watercraft, including the crew. In addition, unless children are never to be carried, the watercraft must carry a number of personal floatation devices suitable for children equal to 10 percent of the total number of persons permitted to be carried, or one for each child, whichever is greater;
- (b) Labeling and Reflectivity. All Type 1 PFD’s must be labeled with the vessel’s name or registration number and be in good and serviceable condition. All PFD’s

shall have 200 sq. cm. (31 sq. in) of retro-reflective material attached to the front side, 200 sq. cm. of retro-reflective material attached to the back side and on each of the reversible sides; and

(c) Distribution and Stowing. Life preservers shall be distributed through the upper part of the vessel in protected places convenient to the passengers on board. Life preservers for children shall be stowed separately. When life preservers are stowed so that they are not readily visible to passengers, the containers in which they are stowed shall be marked "LIFE PRESERVERS" and with the number contained therein, in at least ~~one inch~~one-inch letters and figures. This legend shall indicate if the stowage is for "ADULT" or "CHILDREN" life preservers.

~~(e) Restrooms. Any watercraft licensed under this Chapter shall have functioning restrooms that operate in accordance with and shall be mechanically configured in accordance with LMCD's then current requirements for restrooms on a watercraft for hire or charter. LMCD's policy may require that applicant pass an inspection of the restrooms.~~

Subd. 54. Ring Buoy/Life Buoy. All watercraft for hire must have one ring buoy. The ring buoy shall have 30 feet of line, retro-reflective tape on both sides, and the name of the watercraft on the buoy. The ring buoy must be mounted in an accessible area. The ring buoy shall be 20 inches or more in diameter for watercraft less than 26 feet. For watercraft over 26 feet, a 24 inch buoy is required. If the watercraft is operated during night time hours, buoys shall be fitted with a water activated or automatic light.

Subd. 65. First Aid Kit. All watercraft for hire must have a stocked first aid kit on board.

Subd. 76. Electrical. All watercraft for hire must have all batteries fastened down so as not to move in any direction more than one inch, and the entire battery shall be covered to eliminate sparking or arcing.

Subd. 87. Communications. All watercraft for hire shall be required to have one of the following types of communications: VHF Marine Radio with Channels 16 and 6 and/or a cellular telephone.

**7-1.07. Number of Passengers Permitted.** The maximum number of passengers and crew permitted to be carried on a watercraft for hire shall be determined by the LMCD and/or the Sheriff and shall be stated on the inspection report. The maximum number of passengers and crew permitted on any vessel for hire of reasonable design and proportions may be determined by length of rail criteria, deck area criteria, or fixed seating criteria. A final test may be a stability test at the owner's expense.

Subd. 1. Length of Rail Criteria. One passenger may be permitted for each 30 inches of rail space available to the passengers at the watercraft's sides and across the transom with a minimum of 18 inches of open deck space.

Subd. 2. Deck Area Criteria. One passenger may be permitted for each 10 square feet of deck area available for the passengers' use. In computing such deck area, the areas occupied by the following shall be excluded:

- (a) Concession stands;
- (b) Toilets and washrooms;
- (c) Companionways, stairways, etc.;
- (d) Spaces occupied by and necessary for handling lifesaving equipment;
- (e) Spaces below deck which are unsuitable for passengers;
- (f) Pilot control area; and
- (g) Interior passageways less than 30 inches wide and passageways on the open deck less than 18 inches wide.

Subd. 3. Fixed Seating Criteria. One passenger may be permitted for each 18 inches of width of fixed seating provided.

Subd. 4. Stability. Notwithstanding the number of passengers permitted by any of the criteria described above, the maximum number may be further limited by stability.

#### **7-1.08 Authorized Ports of Call.**

Subd. 1. Designation. At the time of application for any license under this Chapter, the applicant shall designate specific docks, moorings, or other facilities at which passengers will be embarked and disembarked. Licenses granted by the Board by the Board-designated staff member LMCD will designate specific authorized ports of call, and no passengers, except law enforcement personnel or employees, may be embarked or disembarked except at either authorized ports of call or other locations at a frequency of no more than once each year at any one location.

Subd. 2. License Certificate. No ports of call shall be authorized by the by the Board-designated staff member Board LMCD without applicant first securing a certificate from the municipality within which such port of call lies stating that the activities to be conducted by the applicant at the port of call are in compliance with municipal zoning laws. No embarkation or disembarkation at other locations is authorized unless permission for such activity has been secured from appropriate officials of the municipality in which it occurs.

Subd. 3. Stopping, Mooring, Anchoring Prohibited. No watercraft for hire issued a license under this Chapter shall stop, moor, or anchor closer than 300 feet from shore except at authorized ports of call, or at any place in the Lake other than authorized ports of call after 6:00 p.m. for more than two hours.

Subd. 4. Additional Ports of Call. A licensee may request approval of additional ports of call upon written request to of the Executive Director a Board designated staff member the LMCD, and consideration by the Board which may grant or deny approval for additional ports of call, or grant approval with conditions in the same manner as in action on an application for a new license. No public hearing is required for an existing licensee who is applying to add additional ports of call.

**7-1.09. Operational Rules.** The following rules shall apply to watercraft issued a ~~certificate of registration license~~ under this Chapter and failure to comply with any of these rules is a violation of this Code and may result in the revocation of the ~~certificate of registration license~~.

Subd. 1. Pilots. A person under the age of 18 may not operate the watercraft. All pilots must have a current and valid State of Minnesota pilots' license. During such time as any watercraft for hire or charter is carrying a passenger, such vessel shall have at least one additional crew member on board and such additional crew member shall be qualified to legally operate a watercraft in the State of Minnesota.

Subd. 2. Major Repairs and Alterations. No major repairs or alterations affecting the safety of the watercraft or passengers with regard to the hull, super structure, machinery, or equipment shall be made without the knowledge and approval of the Sheriff's water patrol. Proposed alterations shall be approved by the Sheriff's water patrol before any work is started. Drawings, sketches, or written specifications describing the alterations in detail may be required. Drawings will not be required for repairs in kind.

Subd. 3. Mandatory Training. Each year LMCD staff will conduct one or more training sessions for applicants for new or renewal licenses. Training shall be given in LMCD code, state laws and local ordinances relating to the operation of watercraft for hire. No new or renewal license shall be granted to an applicant who has not attended a training session for that license year, either personally or by authorized representative.

Subd. 4. Inspections. Every licensee shall allow any peace officer, health officer, or properly designated officer or employee of the LMCD, Hennepin County, or the State of Minnesota to enter, inspect, and search the premises watercraft and mooring area of the licensee during business hours without a warrant.

Subd. 5. Licensee's Responsibility. Every licensee is responsible for the conduct of its employees and invitees the licensee's place of business and the conditions of sobriety and order in it. The act of any employee on the watercraft is deemed the act of the licensee as well, and the licensee shall be liable to all penalties provided by this Code and the law equally with the employee License holders shall be responsible to ensure that operations and activities shall be so conducted as not to constitute a public nuisance under this Code.

Subd. ~~463~~. Prohibitions. No pilot of a watercraft holding a ~~license certificate~~ under this Chapter shall, while carrying passengers for hire, do any of the following:

- (a) Stop, moor, or anchor closer than 300 feet from shore except at authorized ports of call;
- (b) Stop, moor, or anchor at any place in the lake other than an authorized port of call ~~after 6:00 p.m.~~ for more than two hours;
- (c) Pass within 300 feet of the shoreline except at an authorized port of call or in channels having a width of less than 600 feet in which case such watercraft shall remain as nearly in the center as is consistent with good seamanship and the rules of the road;
- (d) Play any live or amplified music or amplified voice except in fully enclosed areas of the watercraft or in emergency situations; and
- ~~(e) Conduct operations and activities on the watercraft in such a way as to constitute a public nuisance on the watercraft or to interfere with the peaceful enjoyment of the Lake and of surrounding properties by riparian owners and by the public.~~
- ~~(f) No watercraft licensed under this chapter shall be stored at any time at a residential property or residential dock.~~
- ~~(g) No person shall allow the presence of, directly or indirectly deal in, sell, or keep for sale on any watercraft licensed under this Chapter any alcoholic beverages or intoxicating substances (including marijuana) without first obtaining a license to do so from the LMCD as provided in Chapter 3 of this Code. The presence of alcoholic beverages on a watercraft for hire shall be prima facie evidence of possession of alcoholic beverages for the purpose of sale.~~
- ~~(e) No person shall allow the presence of, directly or indirectly deal in, sell, or keep for sale on any watercraft licensed under this Chapter any food or beverages without first obtaining a license or permit and requisite inspections from the Minnesota Department of Health or any other entity requiring a license, permit or inspection.~~
- ~~(h)~~
- ~~(i) No watercraft shall contain a macerator pump and the human waste storage system shall be configured in accordance with Chapter XXXX. Watercraft equipped with a pump capable of pumping sewage or other wastes into the Lake, and/or human waste storage systems, shall be configured in accordance with the rules and regulations set forth in 11-1.01.~~

~~Subd. 47. Acts of Employees. The act of any employee on the watercraft is deemed the act of the certificate holder as well, and the certificate holder shall be liable to all penalties provided by this Code and the law equally with the employee.~~

Subd. 58. Hours of Operation. All watercraft carrying passengers for hire must disembark all customers, passengers, or patrons by 12:30 a.m. and must return to and be tied, moored, or secured for the night at its home port by 1:00 a.m.

**7-1.11. Watercraft Size Exception.** Watercraft issued a ~~certificate of registration~~ license may exceed the limitations on the size of watercraft set forth in 8-1.09, providing the following conditions are met:

- (a) The size of the watercraft may not exceed either 90 feet in length or 22 feet in width;
- (b) The watercraft may not have a rated capacity of over 149 passengers, excluding crew;
- (c) The watercraft must have twin engines and bow thrusters to ensure maneuverability of the watercraft;
- (d) Watercraft exceeding the size limits of Section 8-1.09 may only be operated on the Main Upper Lake and Main Lower Lake, except that such watercraft may be operated on other areas of the Lake either to store the watercraft at its home port or to pick up or drop off passengers at authorized ports of call; and
- ~~(e)~~ The watercraft shall be of a height that allows it to pass between the Main Upper Lake and Main Lower Lake under the Narrows Bridge between Lafayette Bay and Carman Bay.

**7-1.12. Exemption from Licensing Watercraft for Hire.** ~~Certain persons and Operators of watercraft for hire shall be exempt from the requirement of a watercraft for hire license if the operators meet all of the following requirements. A person or watercraft carrying passengers for hire shall not be required to obtain a watercraft for hire license if a person or watercraft meets the following requirements:~~

- ~~(a) A person or The watercraft is carrying 6 or fewer passengers for hire., and;~~
- ~~(b) A The watercraft is 25 feet in length or less., and;~~
- ~~(c) No passenger is loaded at any residential property or residential dock., and;~~
- ~~(d) No person shall directly or indirectly deal in, sell, or keep for sale on any watercraft carrying passengers any alcoholic beverages or intoxicating substances (including marijuana) without first obtaining a license to do so from the LMCD as provided in Chapter 3: Alcoholic Beverages and Licensing. No person shall provide or serve any liquids for the purpose of mixing with intoxicating liquor. A passenger for hire may bring and consume alcoholic beverages provided such person is of legal age.~~



- (e) No Licensee or person operating a watercraft for hire shall provide, directly or indirectly deal in, sell, or keep for sale on any watercraft carrying passengers for hire any food or beverages without first obtaining a license or permit and requisite inspections from the Minnesota Department of Health or any other entity requiring a license, permit or inspection, ~~and~~. A passenger on a watercraft for hire that is exempt from licensing may bring and consume their own food and beverages.
- (f) Any person or watercraft carrying a passenger for hire ~~has liability insurance that covers carrying passengers for hire, with the following minimum coverage: XXXXXX, and~~ must have a current liability insurance policy that covers carrying passengers for hire in accordance with current LMCD requirements.
- (g) The ~~person or watercraft~~ operator does not hold a watercraft-for-hire license for the exempt is not licensed as a ~~watercraft~~ for hire under this Code. Any person or vessel licensed as a ~~watercraft for hire~~ shall not qualify for any exemption to any ~~watercraft for hire~~ Code requirements at any time.



**CHAPTER 2**  
**ADULT USES ON A WATERCRAFT FOR HIRE**

**7-2.01. Statement of Intent.** It is declared to be the purpose and intent of this Chapter to protect the public health, safety, and welfare of the Lake communities by curtailing the dangers and potential criminal offenses associated with watercraft for hire featuring adult cabaret or exotic dancing. The Board has determined that adult cabarets and exotic dancing may be dangerous if performed on watercraft for hire and may lead to prostitution, sexually-transmitted diseases, drug and alcohol offenses, or other criminal activity. However, it is not the intent of this Chapter to inhibit the freedom of speech component of exotic dancing. Instead, this Chapter represents a balancing of competing interests: reduced dangerous or criminal activity through the regulation of exotic dancing versus the protected rights of exotic dancers and their patrons.

**7-2.03. Licensing.**

Subd. 1. Required. Adult cabaret or exotic dancing may only be performed on a watercraft for hire issued a ~~certificate of registration~~license under this Code and then only upon issuance of a license from the LMCD.

Subd. 2. Obtaining a License. Applications for a license to host an adult cabaret or exotic dancing on a watercraft for hire on the Lake shall be submitted and processed as provided in Section 6-5.15.

Subd. 3. Conditions. A watercraft for hire issued an adult entertainment license under Section 6-5.15 is subject to, in addition to the conditions expressly placed on the license, all of the following conditions:

- (a) Shall comply with the requirements in this Code for a watercraft for hire, all other applicable provisions of this Code, and any other federal, state, or local law, rule, regulation, and ordinance that may apply;
- (b) Is prohibited from also being licensed for the sale of alcohol under Article 7, Chapter 3;
- (c) Exotic dancing or adult cabaret performances may not be in any way visible or perceivable, including aurally, at any time from outside the watercraft;
- (d) Exotic dancing or adult cabaret may not in any way depict sexual activities;
- (e) Exotic dancing or adult cabaret may not involve display of less than completely and opaquely covered human genitals, female breast(s) below a point immediately above the top of the areola, buttocks, anus, pubic region or male genitals in a discernibly turgid state, even if completely and opaquely covered;
- (f) Exotic dancers and cabaret performers must be at least 21 years of age;

- (g) Patrons must be at least 21 years of age;
- (h) Exotic dancing may only be performed on a platform intended for that purpose which is raised at least two feet from the level of the floor. The platform must incorporate a padded safety rail that will prevent dancers or performers from falling from the platform in the event of windy or inclement boating conditions;
- (i) Exotic dancing shall not occur closer than 10 feet from any patron;
- (j) No exotic dancer or performer shall touch, fondle, or caress any patron and no patron shall touch, fondle, or caress any exotic dancer or performer;
- (k) No patron shall directly pay or give any gratuity to any exotic dancer or performer;
- (l) No licensed watercraft may dock at any location except the dock from which the watercraft originates, except in the case of emergency;
- (m) No person other than a law enforcement officer may board a licensed watercraft except from the dock from which the watercraft originates;
- (n) No exotic dancer or performer shall solicit any pay or gratuity from any patron;
- (o) Licensed watercraft may not have booths, stalls, partitioned portions of a room, or individual rooms, except:
  - (1) Restrooms are allowed as long as they are no larger than reasonably necessary to serve the purposes of a restroom, no other activities are provided or allowed in the rooms, and there are no chairs, benches, or reclining surfaces in the rooms; and
  - (2) Storage rooms and private offices are allowed, if the storage rooms and offices are used solely for running the business and no person other than the owner, manager, and employees is allowed in them;
- (p) The operator of the watercraft is responsible for the conduct of his or her place of business and the conditions of order in it. The act of an employee of the licensed watercraft is deemed the act of the operator as well, and the operator is liable for all penalties provided by this Chapter equally with the employee, except criminal penalties; and
- (q) The license issued under this Chapter must be posted in a conspicuous place in the portion of the watercraft used for exotic dancing or adult cabaret.

Subd. 4. Violations. Any person violating this Section or Section 6-5.15 shall be guilty of a misdemeanor.

**CHAPTER 3**  
**ALCOHOLIC BEVERAGES AND LICENSING**

**7-3.01. State Law.**

Subd. 1. Authority. The LMCD, pursuant to Minnesota Laws 1986, Chapter 437, has all of the powers of a municipality under Minnesota Statutes, chapter 340A to regulate liquor and issue liquor licenses on the Lake.

Subd. 2. State Law Adopted. The provisions of Minnesota Statutes, chapter 340A, relating to the definition of terms, licensing, consumption, sales, conditions of bonds of licensees, hours of sale, and all other matters pertaining to the retail sale, distribution, consumption, and display of alcoholic beverages are adopted and made a part of this Code as if set out in full.

Subd. 3. Intent. The LMCD recognizes that there are practical differences in the issuance of licenses and the regulation of alcoholic beverages on the Lake than in the typical on-land setting. These differences result in limits on the types of license available for issuance and those eligible to receive them. It is intent of the LMCD to remain as strict as the requirements of Minnesota Statutes, chapter 340A in the regulation of alcoholic beverages and the issuance of alcoholic beverage licenses. To the extent any provision in this Chapter may be less strict than a provision of Minnesota Statutes, chapter 340A, the stricter statutory requirement shall apply. The licenses issued under this Chapter do not authorize the sale of alcoholic beverages on land.

**7-3.03. License Required.**

Subd. 1. Sale of Alcoholic Beverages. No person shall directly or indirectly deal in, sell, or keep for sale on the Lake any alcoholic beverages without first obtaining a license to do so from the LMCD as provided in this Code. The presence of alcoholic beverages on a watercraft for hire shall be prima facie evidence of possession of alcoholic beverages for the purpose of sale. On-sale alcoholic beverage licenses shall be of three kinds: “on-sale liquor,” “on-sale wine,” and “on-sale 3.2 percent malt liquor” licenses. Sales under each of these on-sale licenses shall be for consumption on the watercraft for hire only. No person holding an on-sale liquor license or an on-sale 3.2 percent malt liquor license shall sell alcoholic beverages on Sundays without first obtaining a “Sunday sales” license from the LMCD.

Subd. 2. Consumption and Display of Alcoholic Beverages. A business establishment that does not hold an on-sale license under this Code shall not directly or indirectly allow the consumption and display of alcoholic beverages, or knowingly serve any liquid for the purpose of mixing with intoxicating liquor, without first having obtained a “consumption and display” permit from the LMCD as provided in this Code. The serving of any liquid on a watercraft for hire for the purpose of mixing with intoxicating liquors shall be prima facie evidence that intoxicating liquor is being permitted to be consumed and displayed.

Subd. 3. License and Permit Issuance. All licenses and permits provided for under this Chapter shall be submitted, processed, and acted on in accordance with Section 6-5.17.

### **7-3.05. License and Permit Types.**

Subd. 1. On-Sale Liquor Licenses. On-sale liquor licenses shall be issued only to authorized agents of a registered watercraft for hire that meets the requirements of Minnesota Statutes, chapter 340A. On-sale licenses shall only be issued to authorized agents of ~~registered~~ licensed watercraft for hire which provide food service and which have on-demand facilities to serve full meals as well as snacks to all of its patrons.

Subd. 2. On-Sale Wine Licenses. On-sale wine licenses shall be issued only to authorized agents of a ~~licensed~~registered watercraft for hire that has a restaurant for seating at least 25 guests at one time and shall permit only the sale of wine not exceeding 24 percent alcohol by volume, for consumption on the watercraft for hire only, in conjunction with the sale of food. The holder of an on-sale wine license may sell wine on Sundays without a Sunday sales license. A holder of an on-sale wine license who also holds an on-sale 3.2 percent malt liquor license, and whose gross receipts are at least 60 percent attributable to the sale of food, may sell intoxicating malt liquors on-sale without an additional license, except that sales on Sundays shall require a Sunday sales license. A person issued an on-sale liquor license shall not be required to obtain an on-sale wine license in order to sell wine on the watercraft for hire.

Subd. 3. On-Sale 3.2 percent Malt Liquor Licenses. On-sale 3.2 percent malt liquor licenses shall be issued only to authorized agents of ~~licensed~~registered watercraft for hire which meet the requirements of Minnesota Statutes, chapter 340A for restaurants, clubs or establishments and allows the sale of 3.2 percent malt liquor. A person issued an on-sale liquor license shall not be required to obtain an on-sale 3.2 percent malt liquor license in order to sell 3.2 percent malt liquor on the watercraft for hire.

Subd. 4. Consumption and Display Permits. Consumption and display permits shall be issued only to a business establishment that operates a ~~licensed~~registered watercraft for hire that does not hold an on-sale license. A consumption and display permit allows the business establishment to permit the consumption and display of alcoholic beverages on the watercraft for hire, but does not authorize the sale of alcoholic beverages.

Subd. 5. Sunday Sales License. A special license authorizing sales on Sunday in conjunction with the serving of food may be issued to authorized agents of a ~~licensed~~registered watercraft for hire that meets the qualifications of Minnesota Statutes, chapter 340A for restaurants or clubs which has facilities for serving at least 30 guests at one time, and which has an on-sale license. A special Sunday license is not needed for sales by on-sale wine licensees.

**7-3.07. Persons Ineligible for License.** No license shall be granted to or held by any person who:

- (a) Is ineligible for such a license under state law by reason of age;
- (b) Has, within five years prior to the application for such license, been convicted of a felony, or of violating any law of this state or local ordinance relating to the manufacture, sale, distribution or possession for sale or distribution of alcoholic beverages and cannot show competent evidence under Minnesota Statutes, section

364.03, of sufficient rehabilitation and present fitness to perform the duties of an alcoholic beverages licensee;

- (c) Has a direct or indirect interest in manufacturers, brewers, or wholesalers of alcoholic beverages;
- (d) Is a non-resident who is not a resident alien;
- (e) Is not of good moral character or repute;
- (f) Has had an intoxicating liquor or 3.2 percent malt liquor license revoked within five years of the license application, or to any person who at the time of the violation owns any interest, whether as a holder of more than five percent of the capital stock of a corporation licensee, as a partner or otherwise, in the premises or in the business conducted thereon, or to a corporation, partnership, association, enterprise, business, or firm in which any such person is in any manner interested;
- (g) Is or during the period of this license becomes the holder of a federal retail liquor dealer's special tax stamp for the sale of intoxicating liquor at any place unless there has also been issued to him a local license to sell intoxicating liquor at such place; or
- (h) Is not the proprietor of the watercraft for hire for which the license is issued.

**7-3.09. Businesses Ineligible for License.**

Subd. 1. General Prohibition. No alcoholic beverage license shall be issued for any business ineligible for such a license under state law, where a licensee has been convicted of the violation of this Code or of Minnesota Statutes, chapter 340A, or for any watercraft for hire for which an adult entertainment license has been issued or requested.

Subd. 2. Delinquent Taxes and Charges. No alcoholic beverages license shall be granted for operation on any premises on which financial claims of the LMCD are delinquent and unpaid.

**7-3.11. Persons and Watercraft Licensed; Transfer.** Each license required under this Chapter shall be issued only to the applicant and for the watercraft described in the application. No transfer of a license to another watercraft or to another applicant is authorized without first securing a new license from the LMCD. Any transfer of stock of a corporate licensee is deemed a transfer of the license and a transfer of stock without prior Board approval is a ground for revocation of the license. No licenses may be granted except to watercraft for hire holding a watercraft for hire ~~certificate of registration~~ license from the LMCD.

**7-3.13. Conditions of License.** Every license issued under Section 6-5.17 is subject to the conditions set out in this Section, all other provisions of this Code, and of any other applicable federal, state, or local laws, rules, regulations, and ordinances.

Subd. 1. Federal Stamps. No licensee shall possess a federal wholesale liquor dealer's special tax stamp or a federal gambling stamp.

Subd. 2. Sales to Under Age or Intoxicated Persons. No alcoholic beverages shall be sold or served to any intoxicated person or to any person under legal age.

Subd. 3. Consumption by Under Age Persons. No person under legal age shall be permitted to consume alcoholic beverages on the watercraft for hire.

Subd. 4. Interest of Manufacturers or Wholesalers. No manufacturer or wholesaler of alcoholic beverages shall have any ownership of or interest in an establishment licensed to sell at retail contrary to the provisions of state law. No retail licensee and manufacturer or wholesaler of alcoholic beverages shall be parties to any exclusive purchase contract. No retail licensee shall receive any benefits contrary to law from a manufacturer or wholesaler of alcoholic beverages and no such manufacturer or wholesaler shall confer any benefits contrary to law upon a retail licensee.

Subd. 5. Liquor Dealers' Stamp. No licensee shall sell alcoholic beverages while holding or exhibiting in the watercraft for hire a federal retail liquor dealer's special tax stamp unless the person is licensed under the laws of Minnesota to sell intoxicating liquors.

Subd. 6. Sales of Intoxicating Liquor. No 3.2 percent malt beverage licensee who is not also licensed to sell intoxicating liquor and who does not hold a consumption or display permit shall sell or permit the consumption and display of intoxicating liquors on the watercraft for hire or serve any liquids for the purpose of mixing with intoxicating liquor. The presence of intoxicating liquors on the watercraft for hire shall be prima facie evidence of possession of intoxicating liquors for the purpose of sale. Additionally, the serving of any liquid for the purpose of mixing with intoxicating liquors shall be prima facie evidence that intoxicating liquor is being permitted to be consumed or displayed contrary to this Chapter.

Subd. 7. Searches and Seizures. Any law enforcement officer may enter, inspect, and search a watercraft for hire of a licensee during business hours without a search and seizure warrant and may seize all alcoholic beverages found on the watercraft for hire operating in violation of this Chapter.

Subd. 8. Licensee's Responsibility. Every licensee is responsible for the conduct of the licensee's place of business and the conditions of sobriety and order in it. No watercraft for hire holding a license under this Chapter may play any live or amplified music or amplified voice except in fully enclosed areas of the watercraft or in emergency situations. Operations and activities on the watercraft shall be so conducted as not to interfere with the peaceful enjoyment of the Lake and of surrounding properties by riparian owners and by the public. License holders shall be responsible to ensure that operations and activities shall be so conducted as not to constitute a public nuisance under this Code. The act of any employee on the watercraft for hire is deemed the act of the licensee as well, and the licensee shall be liable to all penalties provided by this Code and the law equally with the employee.

Subd. 9. Inspections. Every licensee shall allow any peace officer, health officer, or properly designated officer or employee of the LMCD, Hennepin County, or the State of Minnesota to enter, inspect, and search the premises of the licensee during business hours without a warrant.

Subd. 10. Display During Prohibited Hours. No watercraft for hire for which a license or permit is issued under this Chapter shall display any alcoholic beverage to the public during hours when the sale of alcoholic beverages is prohibited.

Subd. 11. Gambling. No gambling or any gambling device shall be permitted on any watercraft for hire.

**7-3.15. Mandatory Training**. Each year, ~~at the direction of the Board,~~ the ~~Executive Director~~LMCD staff will conduct one or more training sessions for applicants for new or renewal on-sale licenses. Training shall be given in state laws and local ordinances relating to the sale of alcoholic beverages and to the operation of watercraft for hire. No new or renewal license shall be granted to an applicant who has not attended a training session for that license year, either personally or by authorized representative.

**7-3.17. Clubs**. No club shall sell alcoholic beverages except to members and to guests in the company of members.

**7-3.19. Restrictions on Purchase and Consumption**.

Subd. 1. Age Misrepresentation. It is unlawful for any underage person to claim to be 21 years old or older for the purpose of obtaining or purchasing an alcoholic beverage.

Subd. 2. Inducing Purchase. It is unlawful for any person to induce an underage person to purchase or procure an alcoholic beverage, or to lend or knowingly permit the use of the person's driver's license, permit, Minnesota identification card, or other form of identification by an underage person for the purpose of purchasing or attempting to purchase an alcoholic beverage.

Subd. 3. Procurement. It is unlawful for any person to sell, barter, furnish, or give an alcoholic beverage to an underage person.

Subd. 4. Possession. It is unlawful for any underage person to possess an alcoholic beverage with the intent to consume it. Possession of an alcoholic beverage creates a rebuttable presumption of intent to consume. This presumption may be rebutted by a preponderance of the evidence.

Subd. 5. Consumption. It is unlawful for any underage person to consume an alcoholic beverage. As used in this subdivision, "consume" includes the ingestion of an alcoholic beverage and the physical condition of having ingested an alcoholic beverage. A violation of this subdivision exists if consumption, or evidence of consumption, is observed.

Subd. 6. Liquor Consumption and Display. No person shall consume or display any alcoholic beverage on the premises of a business establishment, club, charter boat, or watercraft for hire that is not also licensed to sell alcoholic beverages or who does not hold a consumption and display permit.

Subd. 7. Watercraft Owners and Operators. It is unlawful for an owner of a watercraft who is present in the watercraft, or for the operator of a watercraft if the owner is not present, to allow, or fail to take reasonable steps to prevent, the possession or consumption of any alcoholic beverage by an underage person on the watercraft if the owner or operator knows, or reasonably should know, the underage person possesses or is consuming any alcoholic beverage. This prohibition does not apply to situations in which an underage person is lawfully in possession of alcoholic beverages during the course and scope of employment.

Subd. 8. Fish Houses. It is unlawful for the license holder of a fish house who is present in the fish house to allow, or fail to take reasonable steps to prevent, the possession or consumption of any alcoholic beverage by an underage person in the fish house if the license holder knows, or reasonably should know, that the underage person possesses or is consuming any alcoholic beverage.

**7-3.21. Hours of Operation.** No sale of alcoholic beverages may be made except during times established by state law. All watercraft for hire to which any license has been issued under this Code must disembark all customers, passengers or patrons by 12:30 a.m. and must return to, and be tied, moored or secured for the night at its home port by 1:00 a.m. until 5:00 a.m.

**7-3.23. Restrictions; Vested Rights.** Upon granting a license under this Code, the Board may impose any restrictions on the operations of the licenses deemed by the Board to be necessary or desirable to protect the public safety, the enjoyment of the Lake by the public, or the safety of passengers on the watercraft for hire. The granting of a license shall create no vested rights in the licensee and all rights and operations of the licensee shall continue to be subject to further or additional regulation by the LMCD.

**7-3.25. ~~Authorized Ports of Call.~~ Authorized Ports of Call. Any Licensee under this chapter shall meet the ~~requires~~ requirements under Section 7-1.08.**

~~Subd. 1. Designation. At the time of application for any license under this Chapter, the applicant shall designate specific docks, moorings, or other facilities at which passengers will be embarked and disembarked. Licenses granted by the Board will designate specific authorized ports of call, and no passengers, except law enforcement personnel or employees, may be embarked or disembarked except at either authorized ports of call or other locations at a frequency of no more than once each year at any one location.~~

~~Subd. 2. Certificate. No ports of call shall be authorized by the Board without first securing a certificate from the municipality within which such port of call lies stating that the activities to be conducted by the applicant at the port of call are in compliance with municipal zoning laws. No embarkation or disembarkation at other locations is authorized unless permission for such activity has been secured from appropriate officials of the municipality in which it occurs.~~



~~Subd. 3. **Stopping, Mooring, Anchoring Prohibited.** No watercraft for hire issued a license under this Chapter shall stop, moor, or anchor closer than 300 feet from shore except at authorized ports of call or at any place in the Lake other than authorized ports of call after 6:00 p.m. for more than two hours.~~

~~Subd. 4. **Additional Ports of Call.** A licensee may request approval of additional ports of call upon written request of the Executive Director, and consideration by the Board which may grant or deny approval for additional ports of call, or grant approval with conditions in the same manner as in action on an application for a new license. No public hearing is required for an existing licensee who is applying to add additional ports of call.~~

**6-5.13. Watercraft for Hire Certificate of Registration License.** An applicant application for a watercraft for hire certificate of registration license shall be submitted, processed, and acted on in accordance with this Section.

Subd. 1. Application. An application for a certificate of registration license shall, in addition to the information required in Section 6-1.03, contain the following information:

- (a) A copy of all valid pilot licenses;
- (b) A current state inspection certificate of operation;
- (c) Evidence of insurance meeting the then-current LMCD insurance policy requirements; and
- (d) Berthing location, docks, moorings or other facilities at which passengers will be embarked or disembarked.

Subd. 2. Issuing Authority. ~~The Executive Director~~ Board-designated staff member LMCD staff is authorized to issue a certificate of registration license administratively without a public hearing. ~~The Board-designated staff member LMCD staff Executive Director~~ may refer any application to the Board and shall refer to the Board any application that ~~the Board-designated staff member LMCD staff Executive Director~~ proposes to deny.

Subd. 3. Review Criteria. In reviewing an application for a certificate of registration license, ~~the Board-designated staff member LMCD staff Executive Director~~ shall consider whether the watercraft for hire complies with the standards established in Article 7, Chapter 1 and the following:

- (a) The watercraft has passed all required inspections of the Sheriff, Department of Natural Resources, and State of Minnesota.

~~Subd. 4. **Limitations.** In addition to the standards and requirements contained in Article 7, Chapter 1, a watercraft for hire certificate of registration is subject to all of the following: (a) The certificate will specify authorized ports of call and no passengers except law enforcement personnel or employees may be embarked or disembarked except at either authorized ports of call or other locations at a frequency of no more than once each year at any one location; No ports of call shall be authorized~~

~~without first securing a certificate from the municipality within which such port of call is located stating that the activities to be conducted by the applicant at the port of call are in compliance with municipal zoning laws; (c) No embarkation or disembarkation at locations other than those authorized by the LMCD and the municipality may occur unless permission for such activity has been secured from appropriate officials of the municipality in which it occurs.~~

Subd. 45. Renewals. A renewal ~~certificate of registration~~ license is required for each year of operation and must be obtained by March 1st of each year.

**6-5.15. Adult Entertainment License.** An applicant for an adult entertainment license shall be submitted, processed, and acted on in accordance with this Section. An adult entertainment license may only be sought for a watercraft for hire that holds a current ~~certificate of registration~~ license under this Code. Subd. 1. Application. An application for an adult entertainment license shall, in addition to the information required in Section 6-1.03, contain the following information: (a) The business in connection with which the proposed license will operate; (b) The location of the dock or slip from which the watercraft for hire originates; ~~Effective September 23, 2021 6-43-515348v7LK110-52~~ (c) A description of the watercraft to be licensed including a floor plan of the area for which the license is sought, showing dimensions and locations of facilities; (d) Whether the applicant is the owner and operator of the business and, if not, identify the name of the owner; (e) Whether the applicant has ever used or been known by a name other than his/her true name, and if so, what was the name, or names, and information concerning dates and places where used; (f) Street address at which applicant has lived during the preceding 10 years; (g) Kind, name, and location of every business or occupation applicant and spouse have been engaged in during the preceding 10 years; (h) Names and addresses of applicant's employers and partners, if any, for the preceding 10 years; (i) Whether the applicant has ever been convicted of a violation of a state law or local ordinance, other than a non-alcohol related traffic offense. If so, the applicant must furnish information as to the time, place and offense for which convictions were had; (j) Whether the applicant has ever been engaged as an employee or in operating a sexually-oriented business, massage business, or other business of a similar nature. If so, applicant must furnish information as to the time, place, and length of time; (k) If the applicant is a partnership, the name and address of all partners and all information concerning each partner as is required of a single applicant as above; (l) A managing partner, or partners, must be designated. The interest of each partner, or partners in the business must be submitted with the application and, if the partnership is required to file a certificate as to trade name, a copy of the certificate must be attached to the application; (m) If the applicant is a corporation or other organization, the applicant must submit the following: (1) Name, and if incorporated, the state of incorporation; (2) Names and addresses of all officers; (3) The name of the manager or proprietor or other agent in charge of, or to be in charge of, the watercrafts to be licensed, giving all information about said person as is required in the case of a single applicant; and ~~Effective September 23, 2021 6-44-515348v7LK110-52~~ (4) A list of all persons who, single or together with their spouse, own or control an interest in said corporation or association in excess of five percent or who are officers of said corporation or association, together with their addresses and all information as is required for a single applicant. (n) The amount of the investment that the applicant has in the business, including watercrafts, buildings, fixtures, furniture, and proof of the source of the money; (o) A list of responsible persons, including the names of owners, managers and assistant managers, who may be notified or contacted by state or city employees in case of emergency. These persons must be residents of the Twin Cities metropolitan area as defined by Minnesota Statutes, section 473.121, subdivision 2; (p) Whether the applicant holds a current license or has ever held a license for a sexually-oriented business or similar business from another

governmental unit; and (q) Whether the applicant has ever been denied a license for a sexually-oriented business or similar business from another governmental unit. Subd. 2. Issuing Authority. The Board determines whether to issue an adult entertainment license after conducting a public hearing on the application following at least two weeks published notice. Subd. 3. Investigation. Before conducting the public hearing on an application, the LMCD or its designee shall conduct an investigation of the representations set forth in the application, the applicant's moral character, and the applicant's financial status. Applicants must cooperate with this investigation. Subd. 4. Limitations. In addition to the conditions contained in Section 7-2.03, subdivision 3, the applicant shall comply with and is subject to all of the following: (a) A license will be issued only to the applicant and for the watercraft described in the application; (b) No license may be transferred to another person or place without application in the same manner as an application for a new license. Transfer of 25 percent or more of the stock of a corporation or of a controlling interest of it, whichever is less, will be deemed a transfer of the license; and (c) In the case of the death of a licensee, a representative of licensee may continue operation of the business for not more than 30 days after the licensee's death. Subd. 5. Renewals. An adult entertainment license expires on December 31st of the year in which it is issued and must be renewed for each year in which such entertainment is offered. A ~~Effective September 23, 2021 6-45-515348v7LK110-52~~ hearing is not required for a renewal license, but the Board may, in its discretion, require a hearing for a renewal. Subd. 6. Suspension or Revocation. In addition to a license action taken under Section 6-1.13, the LMCD may suspend or revoke an adult entertainment license in the event of any of the following: (a) Taxes, fees assessments, or other financial claims of the LMCD, a member municipality, or of the state are due, delinquent, or unpaid; (b) Upon a finding that the licensee or an agent or employee of the licensee has failed to comply with an applicable statute, regulation, or ordinance; or (c) Conviction of a crime. No suspension or revocation will take effect until the licensee has been afforded an opportunity for a hearing, unless the violation is the conviction of a crime.

**6-5.17. Liquor Licenses and Permits.** An applicant for an on-sale liquor license, an on-sale wine license, an on-sale 3.2 percent malt liquor license, or a consumption and display permit shall be submitted, processed, and acted on in accordance with this Section. An application for a Sunday sales license may be submitted and processed at the same time as the on-sale license application. For the purposes of this Section, the term "liquor license" shall be used to refer to all licenses and permits available under Article 7, Chapter 3 unless expressly indicated otherwise. A liquor license issued under this Section is issued to a particular applicant and a particular watercraft for hire. A proposed transfer of applicant or watercraft shall require a new license. Subd. 1. Application. An application for a liquor license shall, in addition to the information required in Section 6-1.03, contain the following information: (a) The age and citizenship of the applicant; (b) Representations as to the applicant's character, with such references as the Board may require; (c) The type of license being requested; (d) The registered name of the watercraft for hire and other business in connection with which the proposed license will operate; (e) The storage location of the watercraft for hire; (f) The proposed ports of call, which are subject to Section ~~7-1.087-3-27~~; (g) Whether the applicant is owner and operator of the watercraft for hire and any related businesses; ~~Effective September 23, 2021 6-46-515348v7LK110-52~~ (h) How long the applicant has been in the business; and (i) A sample menu showing food service to be made available to customers, if applicable. Subd. 2. Issuing Authority. The Board determines whether to issue a liquor license after conducting a public hearing on the application. The notice of public hearing for consideration of a liquor license shall specify ports of call for which approval is requested by the applicant. Subd. 3. Investigations. Prior to conducting a public hearing on the application, the ~~Executive Director or the Executive Director's designee~~ LMCD staff member shall conduct the

following inspections: (a) Inspect the watercraft and the facilities of proposed ports of call and shall report to the Board on recommended modifications, conditions, or operating restrictions which may be necessary to protect the safety of the public and of passengers on the watercraft and the enjoyment of the Lake by the public. (b) Conduct a preliminary background and financial investigation of the applicant. The applicant shall consent to such investigation and issue such written consents as may be required by the LMCD to complete the investigation. Upon report of the ~~LMCD staff member~~~~Executive Director~~, the Board may determine that a comprehensive background investigation of the applicant is necessary. The Board may conduct the investigation itself or contract with the Bureau of Criminal Apprehension for the investigation. No license shall be issued, transferred, or renewed if the results show to the satisfaction of the Board that issuance would not be in the public interest. If an investigation outside the state is required, the applicant shall be charged with the actual cost not to exceed \$10,000. The fee, after deducting any initial investigation fee already paid, shall be payable by the applicant whether or not the license is granted.

Subd. 4. Limitations. In addition to the requirements and limitations contained in Article 7, Chapter 3, the following limitations, requirements, and prohibitions shall apply: (a) Prior to the actual issuance of a liquor license, the applicant shall file with the ~~LMCD staff member~~~~Executive Director~~ proof of a liability insurance policy, bond, or other security in compliance with the provisions of Minnesota Statutes, section 340A.409 to address liability imposed by Minnesota Statutes, section 340A.801. Any liability insurance policy filed as proof of financial responsibility shall conform to Minnesota Statutes, section 340A.409; (b) A liquor license may only be issued to a watercraft for hire holding a current ~~certificate of registration license~~ from the LMCD; (c) A liquor license shall not be issued to any person ineligible for a liquor license under Section 7-3.07; ~~Effective September 23, 2021 6-47-515348v7LK110-52~~ (d) A liquor license shall not be issued to any business that is ineligible for a license under Section 7-3.09; (e) A licensee shall comply with the conditions contained in Section 7-3.13; (f) The ports of call used for the operation must be authorized as provided in Section 7-3.27; (g) No liquor license shall be transferred to another watercraft or to another applicant without first obtaining a new liquor license. Any transfer of more than 10 percent of stock of a corporate licensee is deemed a transfer of the license requiring a new license; and (h) No on-sale wine license shall become effective until it, together with the security furnished by the applicant, has been approved by the Commissioner of Public Safety.

Subd. 5. Renewals. A liquor license expires on December 31st of the year in which it is issued and must be renewed for each year in which alcoholic beverages are to be sold or consumed and displayed. All renewal applications shall be submitted no later than February 1st of the license year. An investigation and hearing are not required for the renewal of a liquor license, but the Board may, in its discretion, require an investigation and hearing for a renewal.

Subd. 6. Suspension or Revocation. In addition to a license action taken under Section 6- 1.13, the Board may revoke or suspend for up to 60 days a liquor license, impose a civil penalty of up to \$2,000 per violation, or impose any combination of these sanctions if it finds the licensee has violated any applicable federal, state, or local law, rule, regulation, or ordinance, or committed any offense identified in Minnesota Statutes, section 340A.415. No suspension or revocation shall take effect until the licensee has been afforded an opportunity for a hearing.



LAKE MINNETONKA CONSERVATION DISTRICT

5341 MAYWOOD ROAD, SUITE 200 • MOUND, MINNESOTA 55364 • TELEPHONE 952/745-0789 • FAX 952/745-9085

DATE: December 13, 2023 (Prepared December 5, 2023)
TO: LMCD Board of Directors
FROM: Thomas Tully, Environmental Administrative Technician
CC: Jim Brimeyer, Interim Executive Director
SUBJECT: Variance for Adjusted Dock Use Area and Length, 2165 North Shore Drive, Orono, MN, 55391, Crystal Bay

Handwritten signature of Thomas Tully

ACTION

Board consideration of a variance for an adjusted dock use area and side setbacks for 2165 North Shore Drive on Crystal Bay in the City of Orono (PID 15-117-23-22-0001) and receive public input during the public hearing.

The following motions are offered depending on whether the Board wishes to approve or deny the request:

Approval

I make a motion to direct LMCD legal counsel to prepare Findings of Fact and Order approving the variance application from Braun Intertec for the property located at 2165 North Shore Drive in Orono for final approval at the January 10, 2023, LMCD Board meeting <subject to the following conditions>...

Denial

I make a motion to direct LMCD legal counsel to prepare Findings of Fact and Order denying the variance application from Braun Intertec for the property located at 2165 North Shore Drive in Orono for a final vote at the January 10, 2023, LMCD Board meeting based on...

APPLICATION SUMMARY

The applicant, Braun Intertec ("Applicant") has submitted a variance application on behalf of Gregg Steinhafel to adjust the dock use area and allowed length for the dock structure located at 2165 North Shore Drive in Orono; ("Site"). The Applicant's parcel has approximately 944 feet of 929.4 feet OHW shoreline. The variance application was submitted in an effort to resolve the issue of water depth located at the site due to abnormal site conditions.

Site Background

The Applicant has submitted an application for a variance to adjust the dock length for 2165 North Shore Drive in Orono; ("Site"). The applicant is proposing to increase the length of dock

structure due to water depth issues. The applicant proposes to install a dock structure that would extend out into the lake approximately 200 feet and would meet all setbacks. There is currently no existing dock structure at the site but there is some historical photo evidence that docks have been placed in the inlet in the past.

The Applicant's parcel has approximately 979 feet of 929.4 OHW shoreline. The applicant proposes to install a dock structure with four Boat Storage Units (BSU). The two outer BSUs are 14 feet wide by 32 feet in length. The two inner BSUs are 14 feet wide by 40 feet in length. The walkways of the dock structure on the sides of the BSUs are 3 feet wide. The walkways of the dock structure on the northwestern end are 5 feet wide. The applicant is proposing this dock as a permanent dock.

There is currently no dock structure for the site. LMCD Code allows properties with shorelines greater than 60 feet to extend their dock structure out a distance into the lake equal to the length of their shoreline, but not more than 100 feet. The Applicant has chosen to ask for a variance to reach a more navigable depth. Additionally, there is a 15-foot setback for dock structure extending into the lake 50 to 100 feet, and a 20-foot setback for dock structure extending 100-200 feet.

Water depths were provided by the Applicant for review. At 200 feet the average water depth for the property would be roughly 2.5 feet. The applicant may need to dredge the site if deeper water levels are to be reached, however this would default to the Minnehaha Creek Watershed District.

There is a 15-foot setback for dock structure extending into the lake 50 to 100 feet, and a 20-foot setback for dock structure extending 100-200 feet. Additionally if the dock structure was to be equipped with canopy's that would also require a 20 foot setback. The proposed location of the dock structure is already meeting this setback from the extended side setbacks.

## **CONSIDERATIONS OF VARIANCE**

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The following items should be considered when reviewing a variance request:

1. Has the Applicant sufficiently demonstrated practical difficulties exist such that each of following are true?
  - a. Strict application of code prohibits property owner from using Lake in reasonable manner that is otherwise permitted by the code.
  - b. Granting a variance is within spirit and intent of the Code.
  - c. Plight of property owner is due to circumstances:
    - (1) Unique to property;
    - (2) Not created by property owner; and
    - (3) Not based solely on economic considerations.
  - d. Granting a variance does not alter essential character of the area.
2. Is the Applicant proposing a use not allowed under the code?

3. Would variance, if granted and with conditions imposed, adversely affect:
  - a. Purpose of Code?
  - b. Public health, safety, and welfare?
  - c. Reasonable access to or use of the Lake by public or riparian owners?

### **PUBLIC COMMENTS**

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In compliance with MN DNR General Permit 97-6098, the MN DNR, MCWD, the City of Orono, and the general public were provided information regarding the application on December 01, 2023. City and agency comments were due by December 12, 2023. Comments received as of December 07, 2023, are summarized below. Any comments received after December 7, 2023, will be provided at the Board meeting for review.

- There have been no agency comments regarding the application.

As of December 7, comments received by LMCD staff from the general public are summarized below:

- The LMCD Office has received one comment from the general public regarding concern for the location of the dock structure.

### **PUBLIC HEARING**

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The public hearing provides an opportunity for interested individuals to present their views to the Board for consideration. This is an important part of reviewing the impact of a project. Only items under the LMCD Code and Board authority may be considered as part of any approval or denial decision.

The public hearing notice was published in the December 07, 2023, edition of the Sun Sailor (official newspaper) and the December 09, 2023, edition of the Laker Pioneer. On December 1, 2023, a public hearing notice was mailed to persons who reside upon or are owners of property within 350 feet of the Site. In addition, the Board packet was posted online and the agenda was posted on the LMCD bulletin board.

### **RECOMMENDATION**

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Based on information available at the time of this report, LMCD Staff recommend Board Approval .

If the board chooses to approve the variance, based on review of the Considerations of Variance factors, the minimum recommendations are provided for consideration. The Board may wish to consider other items.

1. Ensure all watercrafts (4) are contained within the BSUs located at the site.
2. For the western side setbacks, maintain a minimum 20 foot-setback from shore as it extends into the lake as indicated on the site plan.
3. For the Southern side setbacks, maintain a minimum 20 foot setback from the end of

- the dock structure located at the site.
4. The length of the dock structure and storage should be no longer than the proposed 200 feet from the 929.4 feet OHWL
  5. Allow up to (4) BSUs for the Site.
  6. Provide an updated site plan with final configuration and measurements as approved by the Board, this includes all watercraft for the site and their respective BSU.
  7. Apply standard variance conditions reflecting environmental, nuisances, maintenance, etc.

**BUDGET** \_\_\_\_\_

N/A

**STRATEGIC PRIORITIES** \_\_\_\_\_

<input type="checkbox"/> Operational Effectiveness	<input type="checkbox"/> Clear & Timely Communications	<input type="checkbox"/> Effective Governance	<input checked="" type="checkbox"/> Lake Protection	<input type="checkbox"/> Other
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**ATTACHMENTS** \_\_\_\_\_

1. LMCD Code Excerpts
2. Aerial Imagery of Site
3. Proposed Site Plan
4. Variance Application & Submitted Documents
5. Public Hearing Notice (Sun Sailor and Laker Pioneer)
6. Public Hearing Notice Mailing





**Section 2-3.03. Determination of Authorized Dock Use Area.**

Subd. 1. Generally. The dimensions of an authorized dock use area for sites bordering the Lake are determined in accordance with this Section. The authorized dock use area shall be measured from the point which forms the shoreline when the Lake is at elevation 929.4, National Geodetic Vertical Datum of 1929 (“NGVD”). The authorized dock use area includes the area on, under, and over the surface of the Lake.

Subd. 2. Length. The length of the authorized dock use area is measured on a line parallel to the site side lines as extended into the Lake and is limited as provided in this subdivision.

- (a) General Limit. The length of an authorized dock use area extends into the Lake a distance equal to the length of shoreline frontage of the site as measured at right angles to the side site lines as extended into the Lake. The total length of the authorized dock use area shall not extend beyond 100 feet, even if the site has more than 100 feet of shoreline frontage, unless otherwise specifically provided in this Section.
- (b) Commercial Structures – August 30, 1978. The authorized dock use area for sites with commercial uses that have a commercial structure that was in existence on August 30, 1978 shall extend into the Lake a distance of 200 feet. The lakeward extension of the authorized dock use area more than 100 feet from the shoreline shall be limited to the distance from shore of the docks in existence on said date and that portion of said docks more than 100 feet from the shoreline may not be altered or expanded.
- (c) Qualified Commercial Uses. The authorized dock use area for qualified commercial marinas, qualified sailing school, and qualified yacht clubs extends into the Lake a distance of 200 feet.
- (d) Existing Site – February 5, 1970. The authorized dock use area for a site in existence on February 5, 1970 shall be determined as follows:
  - (1) Over 40 feet of Frontage. If the site has a Lake frontage of 40 feet or more, but less than 60 feet, the authorized dock use area extends into the Lake a distance of 60 feet.
  - (2) Under 40 feet of Frontage. If the site has a Lake frontage of less than 40 feet, the authorized dock use area extends into the Lake to the point necessary to reach a water depth of four feet, measured from 929.4 NGVD, except that no such dock shall be located or extended more than 60 feet into the Lake. Side setbacks requirements shall be observed unless the Board issues a setback variance under Section 6-5.01.

- (e) Public Safety Docks. The authorized dock use area for dock facilities owned and operated by state agencies, Hennepin County, the LMCD, or municipalities bordering on the Lake and used exclusively for law enforcement, public safety, or LMCD purposes extends into the Lake a distance of 125 feet.

Subd. 3. Width. The width of an authorized dock use area is determined in accordance with the provisions of this subdivision.

- (a) Setbacks. The width of an authorized dock use area is limited by the following setbacks, which are measured from the side site lines as extended in the Lake:

For that portion of the length of the authorized dock use area which extends from the shore:	The setback from the side site line as extended in the Lake shall be:
Zero to 50 feet	10 feet
50 to 100 feet	15 feet
100 to 200 feet	20 feet

Where boat slips open toward a side site line, the setback provided shall be at least equal to the slip depth, but shall not be less than 20 feet.

- (b) Setbacks Doubled. Setbacks shall be doubled for all multiple docks or mooring areas and commercial single docks on each side where such structures are not located adjacent to another multiple dock, mooring area, or commercial single docks.
- (1) Exception – May 3, 1978. Multiple docks, mooring areas, and commercial single docks in existence on May 3, 1978 shall be considered nonconforming structures and shall not be subject to setback doubling if such structures are not expanded. The reconfiguration of the structure pursuant to Article 2, Chapter 8 shall not be considered an expansion.
- (c) Sites with 50 feet of Width or Less – February 2, 1970. For a site in existence on February 2, 1970 with a width of 50 feet or less, the authorized dock use area may be expanded to a side setback limitation of five feet, provided that such setback in no way impair access to neighboring docks.
- (d) Canopies. Canopies must be setback from side site lines a minimum distance of 20 feet.

#### **Section 2-4.05. General Density Rule.**

Subd. 1. How Density is Determined. The number of restricted watercraft that may be stored at a site, which is referred to herein as restricted watercraft density, shall be determined in accordance with this Section and any applicable special density rules set out in Section 2-4.09. The restricted watercraft density for a site may be increased if a special density license is issued as provided in Section 2-4.11. For purposes of this Chapter, a site is considered to be used for mooring or docking more than the permitted number of restricted watercraft if a greater number of restricted watercraft than are allowed by this Chapter are moored, docked, anchored, or secured at the site,

Application for Variance at, 2165 North Shore Drive, Orono, MN, 55391,  
Crystal Bay  
December 13, 2023

for any period of time, on three or more calendar days in any 14-day period.

Subd. 2. General Density Rule. A site is allowed one restricted watercraft density for each 50 feet of continuous shoreline. If the site has continuous shoreline greater than 100 feet and the shoreline measurement would result in the allowance of a fractional restricted watercraft density any fraction up to and including one-half shall be disregarded, and fractions over one-half shall be counted as one additional restricted watercraft density.

Subd. 3. Compliance with Density. No docks or mooring areas shall be constructed, established or maintained that provide space for, or are used for, mooring or docking a greater number of restricted watercraft than is allowed under this Section unless authorized to do so by special density license issued in accordance with Sections 2-4.11 and 6-2.13.

### **Section 2-4.09. Special Density Rules.**

The number of restricted watercraft stored at a site under the general density rules may be increased as provided in this Section. With respect to residential sites, the homestead or non-homestead status of property for ad valorem real estate tax purposes has no bearing on or application to this Section.

Subd. 1. Additional Watercraft Density. Unless a greater number is authorized under this Section, up to four restricted watercraft may be moored or docked at a dock or mooring area located on any site if all of the conditions of this subdivision are met.

(a) There must be one, and no more than one, single-family residential structure on the site. If there is no residential structure on a site, any one off-lake lot, parcel, or other piece of property may be designated to be a part of one site by the owner for purposes of this subdivision if it:

- (1) Is legally subdivided and recorded in the office of the County Recorder;
- (2) Adjoins the site or is separated from the site only by a public right-of-way;
- (3) Is under common ownership and unified use with the site; and
- (4) Is occupied by one single-family residential structure.

(b) The dockage rights at the site are owned exclusively by the owners of the lot parcel or other piece of property on which the residential structure referred to in paragraph (a) of this subdivision is located.

(c) All of the restricted watercraft moored or docked at a dock or mooring at the site must be owned by and registered to persons who live in the one residential structure referred to in paragraph (a) of this subdivision.

Subd. 2. Sites in Existence on August 30, 1978. Unless a greater number is authorized by the provisions of this Section, up to two restricted watercraft may be moored or docked at any dock or mooring facility that is located on a site that was in existence on August 30, 1978.

### **Section 6-5.01. Variances.**

Subd. 1. Authorized. Where practical difficulties occur or where necessary to provide access to persons with disabilities, the Board may permit a variance from the requirements of this Code or may require a variance from what is otherwise permitted by this Code, provided that such variance with whatever conditions are deemed necessary by the Board, does not adversely affect the purposes of this Code, the public health, safety, and welfare, and reasonable access to or use of the Lake by the public or riparian owners. Except as otherwise provided in this Code, all

Application for Variance at, 2165 North Shore Drive, Orono, MN, 55391, Crystal Bay  
December 13, 2023

variances granted by the LMCD shall be governed by the provisions of this Section.

Subd. 2. Unusual Configurations. Where the provisions of this Code would cause the authorized dock use area of two or more sites to overlap, or where there is any other unusual configuration of shoreline or extended lot lines, which causes a conflict between the owners of two or more adjacent or nearby sites as the use of the same area of the Lake for docks, mooring areas or other structures or for reasonable access thereto, the owner of any of the affected sites may apply to the Board for a variance. A variance may be to permit the Applicant to locate a dock, mooring area, or other structure in a location different from that permitted by this Code or to permit or require the owner of any adjacent or nearby site to do so.

Subd. 3. Length Variances. The length limitations prescribed by this Code may be adjusted to allow the construction and maintenance of a dock in the Lake to a water depth of five feet, measured from 929.4 NGVD, at the outer end of such dock to provide adequate water depth for navigation and to protect the environmental quality or natural habitat of the water adjacent to the dock.

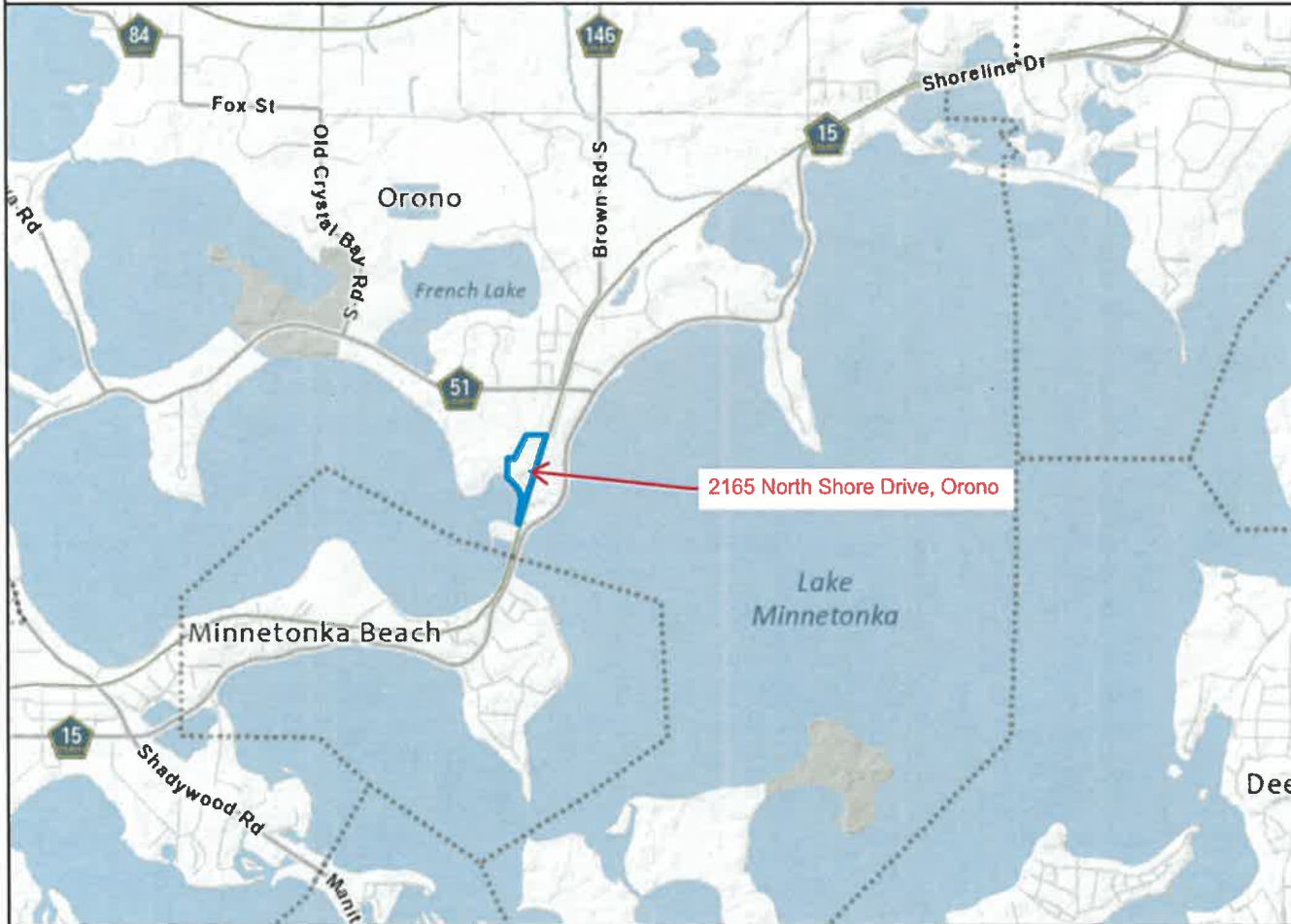
Subd. 6. Criteria. The Board may grant a variance from the literal provisions of this Code in instances where the property owner can show practical difficulties exist by virtue of circumstances which are unique to the individual property or properties under consideration or to provide access to persons with disabilities. The Board may only grant a variance if the property owner is able to demonstrate that granting the variance will be in keeping with the spirit and intent of this Code, the plight of the property owner is due to circumstances unique to the property that were not created by the property owner, the proposed use is reasonable under the circumstances, and the variance, if granted, would not alter the essential character of the area. No variance may be granted to allow a use that is not permitted under this Code. The Board may impose conditions in the granting of variances to ensure compliance and to protect other riparian owners and users of the Lake. No variance for access for persons with disabilities shall be granted which allows or provides for the storage of a greater number of watercraft than otherwise would be permitted under this Code.



# Hennepin County Natural Resources Map

Date: 9/25/2023

## Legend



2165 North Shore Drive, Orono

PID: 1511723220001  
 Address: 2165 North Shore Dr,  
 Orono 55391  
 Owner: North Shore  
 Meadows Llc  
 Acres: 11.64

**Comments:**  
 Project Location Map

1:38,400



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Variance Application For Adjusted Dock Length  
 Property: 2165 North Shore Drive, Orono 55391 (Applicant: Braun Intertec)  
 For Illustrative Purposes Only. Source: Hennepin County Interactive Property Map, 11/29/2023



Variance Application For Adjusted Dock Length

Property: 2165 North Shore Drive, Orono 55391 (Applicant: Braun Intertec)

For Illustrative Purposes Only. Source: Hennepin County Interactive Property Map, 11/29/2023





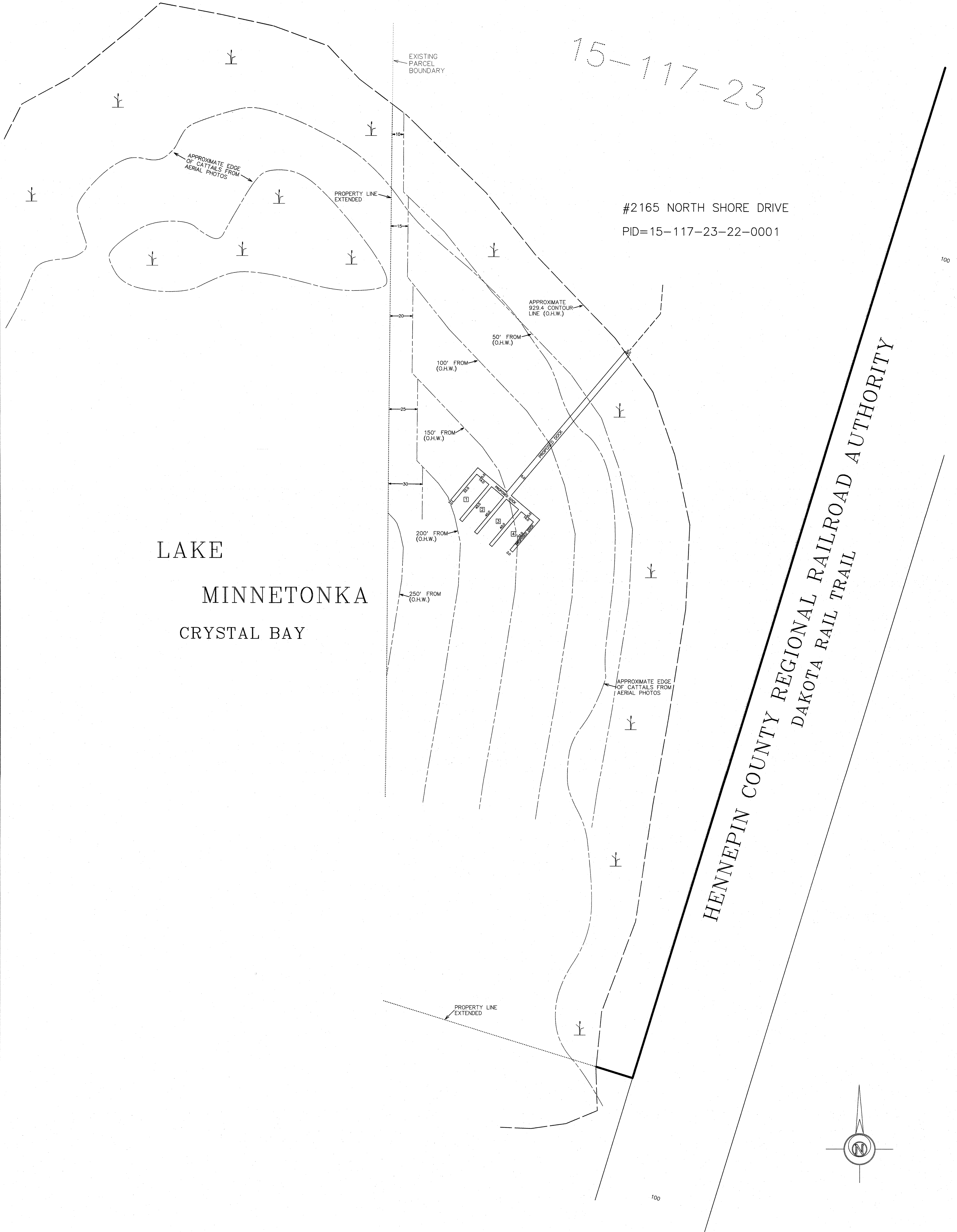
PROPOSED DOCK SKETCH FOR  
**GREGG STEINHAFEL**

IN THE SW 1/4 OF SEC. 10-117-23  
 & IN GOV'T LOT 1 SEC. 15-117-23  
 HENNEPIN COUNTY, MINNESOTA

#2285 NORTH SHORE DRIVE  
 PID=15-117-23-33-0006

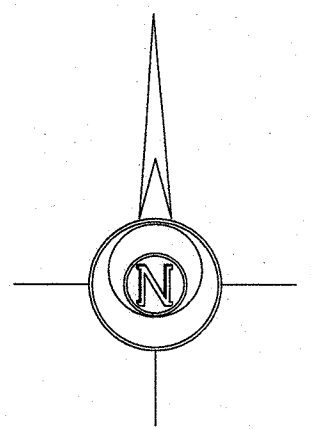
#2165 NORTH SHORE DRIVE  
 PID=15-117-23-22-0001

15-117-23



LAKE  
 MINNETONKA  
 CRYSTAL BAY

HENNEPIN COUNTY REGIONAL RAILROAD AUTHORITY  
 DAKOTA RAIL TRAIL



23020BREVISED9.SCD

DATE	REVISIONS
2-9-23	REVISED PROPOSED DOCK LOCATION
2-21-23	REVISED
3-7-23	REVISED
3-14-23	REVISED
3-16-23	REVISED
8-3-23	REVISED
9-19-23	REVISED

I hereby certify that this plan, specification, or report was prepared by me, or under my direct supervision, and that I am a duly Licensed Land Surveyor under the laws of the State of Minnesota.  
*Mark S. Gronberg*  
 Mark S. Gronberg Minnesota License Number 12755

PROJECT

DATE	2-2-23
SCALE	1"=40'
JOB NO	23-020B



**GRONBERG & ASSOCIATES, INC.**  
 CIVIL ENGINEERS, LAND SURVEYORS, LAND PLANNERS  
 445 NORTH WILLOW DRIVE LONG LAKE, MN 55356  
 952-473-4141



VARIANCE APPLICATION
LAKE MINNETONKA CONSERVATION DISTRICT

For LMCD use:
Fee Amount: Check # Date Received:

1. CONTACT INFORMATION

Applicant: Braun Intertec Corporation Title (Owner, Authorized Agent, etc.): Authorized Agent
Address: 11001 Hampshire Ave North
City, State, Zip: Bloomington, MN 55438
Phone: (952) 995-2027 Email: tfristed@braunintertec.com
Property Owner (if different from applicant): Gregg Steinhafel
Relationship to Property Owner: Owner
Address: 2265 North Shore Drive
City, State, Zip: Orono, MN 55391
Phone: (612) 802-3105 Email: gregg.wm.steinhafel@gmail.com

2. PROPERTY INFORMATION

Site Address: 2165 North Shore Drive Orono, MN 55391
Abutting Lakeshore Property Owners (Name and Mailing Address)
North or West: West: Gregg W/Denise Steinhafel
North: Gregg W/Denise Steinhafel
South or East: South: Martha M. Head Trustee
East: Hennepin County Regional Railroad Authority
Other affected parties:

3. PROPOSED VARIANCE

Type of Variance: Dock over 100-feet
State practical difficulties causing the variance to be required:
Due to the shallow depth of Grandpa bay, extending the dock over 100-foot as described in Article 2, Chapter 3.03,
Subdivision 2(a) allows boat navigation to deeper water and less disturbance to emergent vegetation. The applicant/landowner
owns a majority of the bay, limiting the amount of disturbance to abutting lakeshore property owners.
Refer to attached map and photo log of measurements taken on October 20, 2023.







# Hennepin County Property Map

Date: 2/15/2023



PARCEL ID: 1511723220001

OWNER NAME: North Shore Meadows Llc

PARCEL ADDRESS: 2165 North Shore Dr,Orono MN 55391

PARCEL AREA: 11.64 acres, 506,984 sq ft

A-T-B: Abstract

SALE PRICE: \$3,750,000

SALE DATE: 07/2010

SALE CODE: Excluded From Ratio Studies

ASSESSED 2021, PAYABLE 2022  
PROPERTY TYPE: Residential  
HOMESTEAD: Non-Homestead  
MARKET VALUE: \$4,063,000  
TAX TOTAL: \$51,715.42

ASSESSED 2022, PAYABLE 2023  
PROPERTY TYPE: Residential  
HOMESTEAD: Non-Homestead  
MARKET VALUE: \$4,867,000

## Comments:

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COUNTY 2023

350 Foot Buffer Adjacent Properties

PID	OWNER	ADDRESS	CITY_STATE_ZIP	TAX_1	TAX_2	TAX_3	TAX_4	
38 10-117-23 11 0002	HENNEPIN CO REGIONAL RR AUTH	38 ADDRESS UNASSIGNED	ORONO MN 00000	HENNEPIN COUNTY	REGIONAL RAILROAD AUTHORITY	701 4TH AVE S SUITE 700	MINNEAPOLIS MN 55415	
38 10-117-23 33 0005	GREGG W/DENISE E STEINHAFEL	2265 NORTH SHORE DR	ORONO MN 55391	GREGG W/DENISE E STEINHAFEL	2265 NORTH SHORE DR	WAYZATA MN 55391		
38 10-117-23 33 0006	GREGG W/DENISE E STEINHAFEL	2285 NORTH SHORE DR	ORONO MN 55391	GREGG W/DENISE E STEINHAFEL	2265 NORTH SHORE DR	WAYZATA MN 55391		
38 10-117-23 34 0006	JOHN C HOLM REV TRUST	1485 BAY RIDGE RD	ORONO MN 55391	SUSAN M KERBER & JOHN C HOLM	1485 BAY RIDGE RD	WAYZATA MN 55391		
38 10-117-23 34 0007	TWILA B GERMANSON ET AL	1501 BAY RIDGE RD	ORONO MN 55391	TWILA B GERMANSON	DONALD M GERMANSON	1161 WAYZATA BLVD E #228	WAYZATA MN 55391	
38 10-117-23 34 0008	ROBERT SNYDER	1513 BAY RIDGE RD	ORONO MN 55391	ROBERT SNYDER	1513 BAY RIDGE RD	WAYZATA MN 55391		
38 10-117-23 34 0009	KLOVER HOLDINGS LLC	1525 BAY RIDGE RD	ORONO MN 55391	KLOVER HOLDINGS LLC	1525 BAY RIDGE RD	WAYZATA MN 55391		
38 10-117-23 34 0014	BERTA KVAMME REVOCABLE TRUST	2050 SHORELINE DR	ORONO MN 55391	BERTA KVAMME	2050 SHORELINE DR	WAYZATA MN 55391		
38 10-117-23 34 0015	THOMAS & DONNA ALT TRUST	2054 SHORELINE DR	ORONO MN 55391	THOMAS H ALT SR	DONNA DELANEY ALT	2054 SHORELINE DR	WAYZATA MN 55391	
38 15-117-23 21 0002	M D MAULE & P SILVA	2056 SHORELINE DR	ORONO MN 55391	MICHAEL D MAULE	PATRICIA SILVA	2056 SHORELINE DR	WAYZATA MN 55391	
38 15-117-23 21 0003	J M TERRY & K Y TERRY	2058 SHORELINE DR	ORONO MN 55391	JOSEPH M & KAIMAY Y TERRY	2058 SHORELINE DR	WAYZATA MN 55391		
38 15-117-23 21 0004	JAMES H PETERSON	2060 SHORELINE DR	ORONO MN 55391	JAMES H PETERSON	2060 SHORELINE DR	WAYZATA MN 55391		
38 15-117-23 21 0005	M HIRSCHMANN & K HIRSCHMANN	2070 SHORELINE DR	ORONO MN 55391	MARC HIRSCHMANN	KEELY HIRSCHMANN	2070 SHORELINE DR	WAYZATA MN 55391	
38 15-117-23 21 0006	M STEWART & R STALOCH	2080 SHORELINE DR	ORONO MN 55391	MICHAEL STEWART	ROBIN J STALOCH	2080 SHORELINE DR	WAYZATA MN 55391	
38 15-117-23 21 0007	S D TRUST CO LLC TRUSTEE	38 ADDRESS UNASSIGNED	ORONO MN 00000	SUSAN C. STIELOW IRRV TRUST	C/O MERISTEM TRUST COMPANY	212 S MAIN AVE	STE 131	SIOUX FALLS SD 57104
38 15-117-23 21 0013	HENNEPIN CO REGIONAL RR AUTH	38 ADDRESS UNASSIGNED	ORONO MN 00000	HENNEPIN COUNTY	REGIONAL RAILROAD AUTHORITY	701 4TH AVE S SUITE 700	MINNEAPOLIS MN 55415	
38 15-117-23 22 0001	NORTH SHORE MEADOWS LLC	2165 NORTH SHORE DR	ORONO MN 55391	GREGG & DENISE STEINHAFEL	PO BOX 67	CRYSTAL BAY MN 55323		
38 15-117-23 23 0001	M M HEAD 2014 Q P R TRUST	2090 SHORELINE DR	ORONO MN 55391	MARTHA M HEAD TRUSTEE	CEANN COMPANY LLC	11100 WAYZATA BLVD STE 230	MINNETONKA MN 55305	

PROPOSED DOCK SKETCH FOR  
**GREGG STEINHAFEL**

IN THE SW 1/4 OF SEC. 10-117-23  
 & IN GOV'T LOT 1 SEC. 15-117-23  
 HENNEPIN COUNTY, MINNESOTA

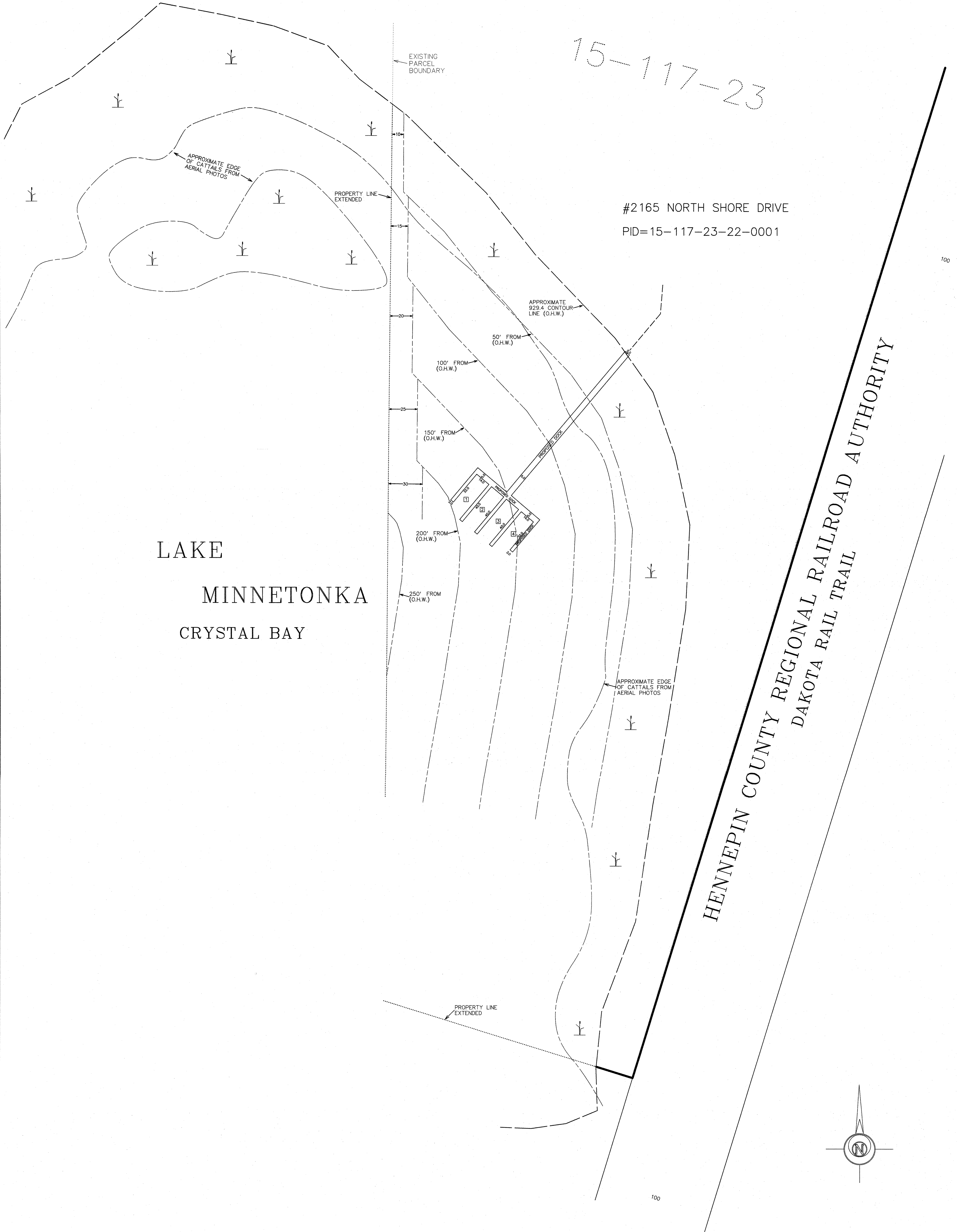
#2285 NORTH SHORE DRIVE

PID=15-117-23-33-0006

#2165 NORTH SHORE DRIVE

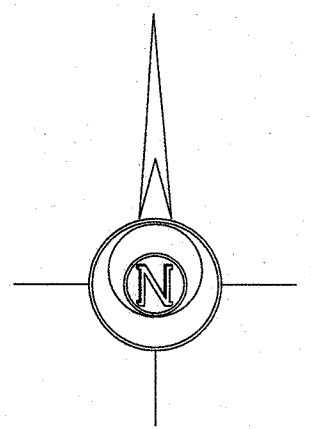
PID=15-117-23-22-0001

15-117-23



LAKE  
 MINNETONKA  
 CRYSTAL BAY

HENNEPIN COUNTY REGIONAL RAILROAD AUTHORITY  
 DAKOTA RAIL TRAIL



23020BREVISED9.SCU

DATE	REVISIONS
2-9-23	REVISED PROPOSED DOCK LOCATION
2-21-23	REVISED
3-7-23	REVISED
3-14-23	REVISED
3-16-23	REVISED
8-3-23	REVISED
9-19-23	REVISED

I hereby certify that this plan, specification, or report was prepared by me, or under my direct supervision, and that I am a duly Licensed Land Surveyor under the laws of the State of Minnesota.  
*Mark S. Gronberg*  
 Mark S. Gronberg Minnesota License Number 12755

PROJECT

DATE	2-2-23
SCALE	1"=40'
JOB NO	23-020B



**GRONBERG & ASSOCIATES, INC.**  
 CIVIL ENGINEERS, LAND SURVEYORS, LAND PLANNERS  
 445 NORTH WILLOW DRIVE LONG LAKE, MN 55356  
 952-473-4141



Measurement Point 6  
8 Inches Deep

Measure Point 5  
3 Inches Deep  
(Approximate lake bed elevation of 927.70')

Measure Point 4  
1.5 Feet Deep

Measure Point 3  
2 Feet Deep

Measure Point 2  
2.5 Feet Deep

Measure Point 1  
3 Feet Deep  
(Approximate lake bed elevation of 925.30')

Lake Minnetonka surface water elevation on Oct. 20th was 928.30' (source: Minnehaha Creek Watershed District website)


Dakota Rail Trs

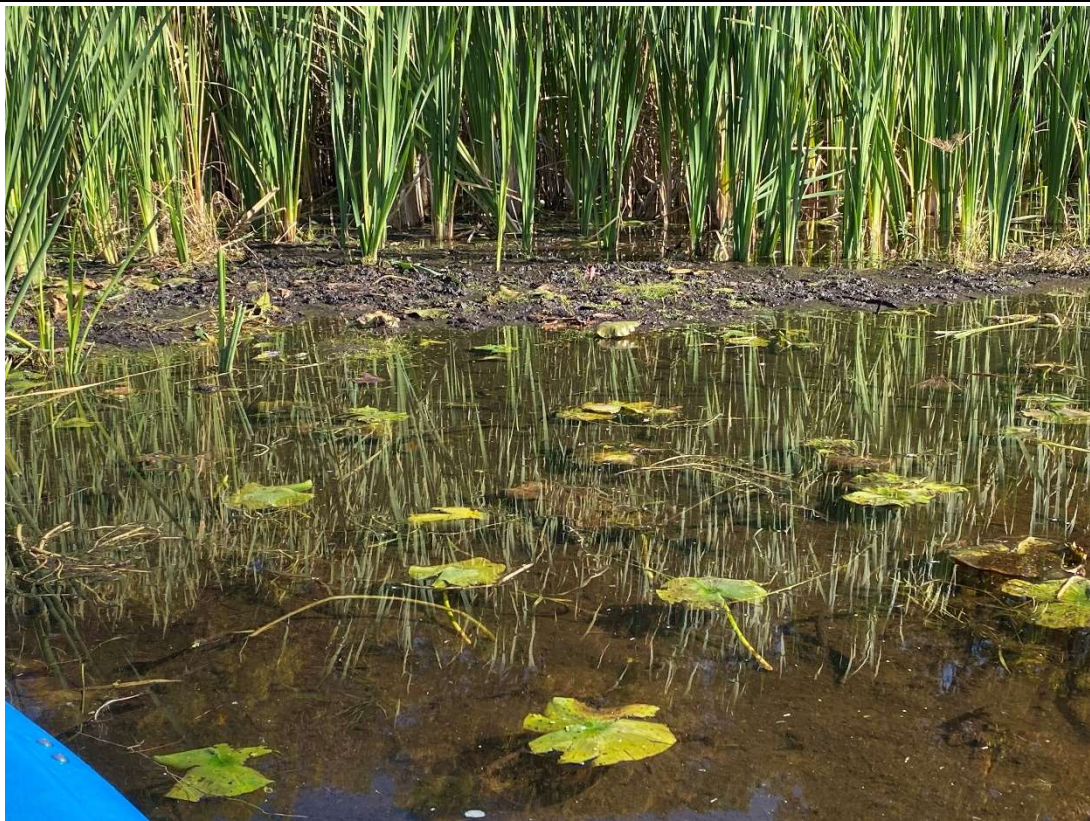
Dakota Rail Trail








Photograph #1	Site	B2211608
Date:	October 20, 2023	
Direction:		
Subject:	Photograph of Grandpa Bay shoreline	

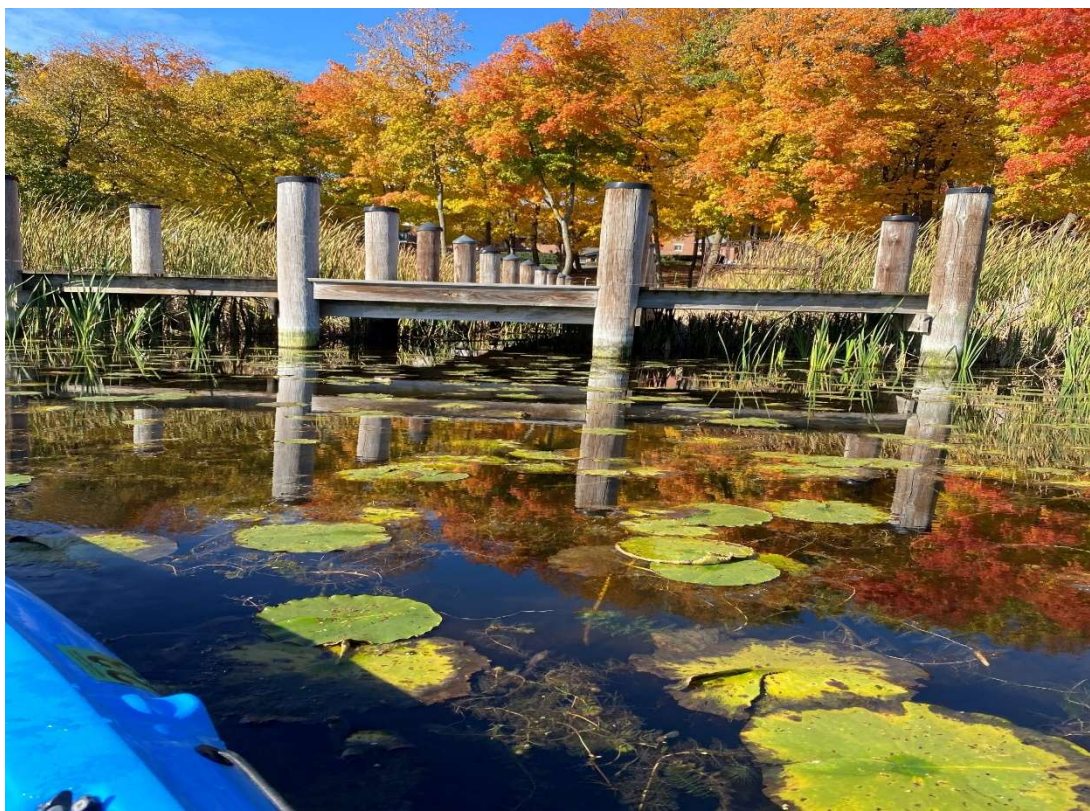


Photograph #2	Site	B2211608
Date:	October 20, 2023	
Direction:		
Subject:	Photograph of Grandpa Bay shoreline	



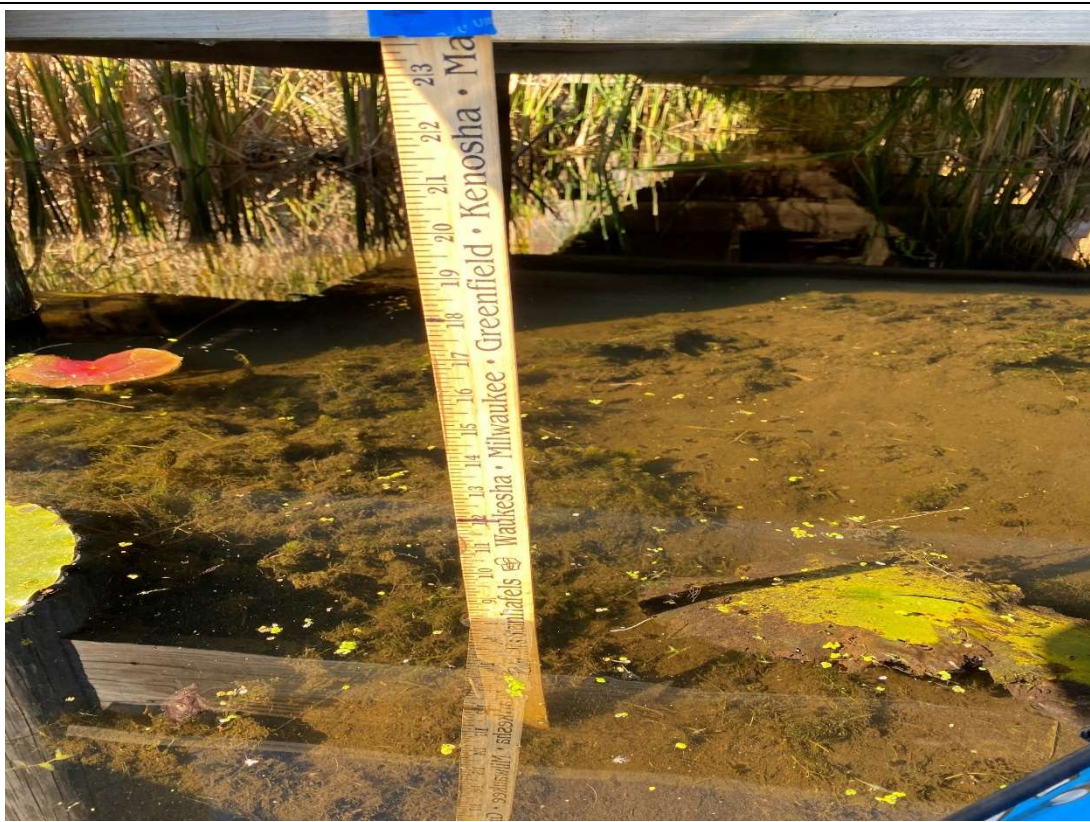


Photograph #3	Site	B2211608
Date:	October 20, 2023	<b>BRAUN</b> <b>INTERTEC</b>
Direction:		
Subject:	Photograph of Grandpa Bay shoreline	



Photograph #4	Site	B2211608
Date:	October 20, 2023	<b>BRAUN</b> <b>INTERTEC</b>
Direction:	Facing West	
Subject:	Measurement Point 6 -Existing dock	





Photograph #5	Site	B2211608
Date:	October 20, 2023	<b>BRAUN</b> <b>INTERTEC</b>
Direction:	Facing West	
Subject:	Measurement Point 6 -Existing dock. 8 inches deep	



Photograph #6	Site	B2211608
Date:	October 20, 2023	<b>BRAUN</b> <b>INTERTEC</b>
Direction:	Facing Northwest	
Subject:	Measurement Point 4 to 5	





Photograph #7	Site	B2211608
Date:	October 20, 2023	<b>BRAUN</b> <b>INTERTEC</b>
Direction:		
Subject:	Photograph of depth of water and shoreline conditions.	





15-117-23

#2165 NORTH SHORE DRIVE  
PD=15-117-23-22-0001

ONKA

COUNTY REGIONAL

15

**LAKE MINNETONKA  
CONSERVATION DISTRICT  
PUBLIC HEARING NOTICE**

**7:00 PM,  
DECEMBER 13, 2023**

**BRAUN INTERTEC  
2165 NORTH SHORE DRIVE,  
ORONO, MN 55391  
CRYSTAL BAY,  
LAKE MINNETONKA**

The Lake Minnetonka Conservation District (LMCD) will hold a public hearing to consider a variance application from Braun Intertec for 2165 North Shore Drive, Orono to adjust the allowed length of a residential single dock. The applicant proposes to install a dock structure that would extend out from the OHW shoreline up to 200 feet. No adjustments are being proposed to the Applicants dock use area, or side setbacks. All interested persons will be given an opportunity to comment. Details are available at the LMCD Office, 5341 Maywood Road, Suite 200, Mound, MN 55364 or by calling (952) 745-0789.

The meeting will be held at Wayzata City Hall, 600 Rice Street E, Wayzata, MN 55391. Information about meeting location and meeting logistics will be available on the LMCD website, [www.lmcd.org](http://www.lmcd.org). Details are available at the LMCD Office, 5341 Maywood Road, Suite 200, Mound, MN 55364 or by calling (952) 745-0789

Published in the  
Sun Sailor  
December 7, 2023  
1358483





# LAKE MINNETONKA CONSERVATION DISTRICT

5341 MAYWOOD ROAD, SUITE 200 • MOUND, MINNESOTA 55364 • TELEPHONE 952/745-0789 • FAX 952/745-9085

**DATE:** December 01, 2023

**TO:** Property Owner

**FROM:** Raina Arntson, Executive Assistant for Code Enforcement and Operations

**CC:** Thomas Tully, Manager of Code Enforcement

**SUBJECT:** Public Hearing Notice- Variance 2165 North Shore Drive, Orono, Crystal Bay

You are receiving this notice since Hennepin County property records indicate you own or reside upon property within 350 feet of a site being considered for a variance for a dock extension, not including side setback adjustments. The Lake Minnetonka Conservation District (LMCD) will hold a public hearing to consider the variance application. The site is located at 2165 North Shore Drive in Orono and has shoreline on Crystal Bay. The applicant is Braun Intertec of 11001 Hampshire Ave North, Bloomington, MN 55438.

The applicant proposes to adjust the dock length for the site. All interested persons will be given an opportunity to comment. An aerial image and proposed site plan are enclosed for your reference.

### Public Hearing Information

A public hearing will be held at 7:00 PM, December 13, 2023. The items detailed above will be reviewed and considered for approval. All interested persons will be given an opportunity to comment. Alternatively, please submit comments in writing to the LMCD (address below) or by emailing staff at [lmcd@lmcd.org](mailto:lmcd@lmcd.org).

Those desiring to participate in the hearing may also email the Manager of Code Enforcement at [ttully@lmcd.org](mailto:ttully@lmcd.org), or to receive more information. The meeting place is Wayzata City Hall, 600 Rice Street, Wayzata, MN 55391. Information about meeting logistics will be available on the LMCD website, [www.lmcd.org](http://www.lmcd.org).

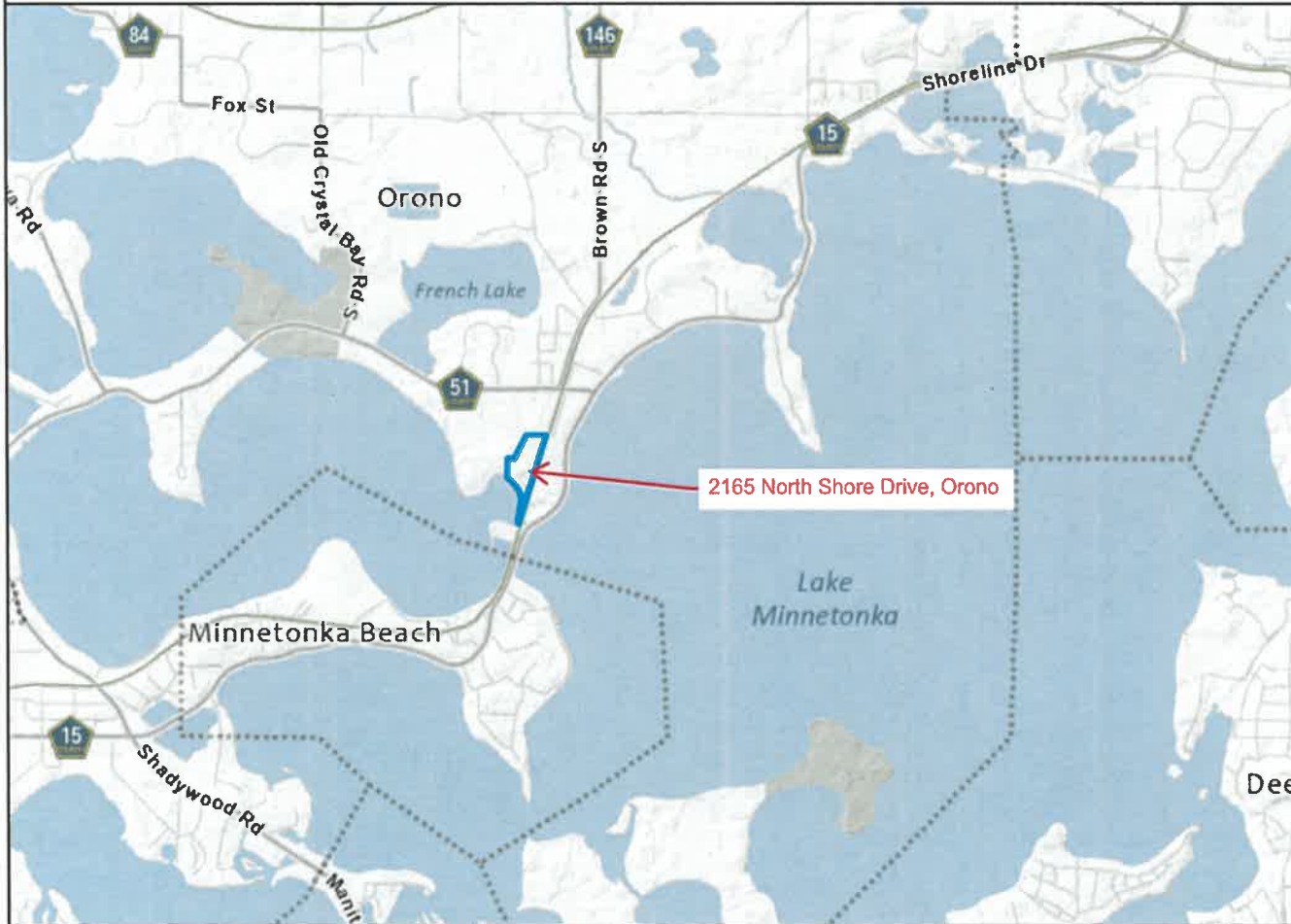
Details are available at the LMCD Office, 5341 Maywood Road, Suite 200, Mound, MN 55364 or by calling (952) 745-0789.



# Hennepin County Natural Resources Map

Date: 9/25/2023

## Legend



2165 North Shore Drive, Orono

PID: 1511723220001  
 Address: 2165 North Shore Dr,  
 Orono 55391  
 Owner: North Shore  
 Meadows Llc  
 Acres: 11.64

**Comments:**  
 Project Location Map

1:38,400



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Variance Application For Adjusted Dock Length  
 Property: 2165 North Shore Drive, Orono 55391 (Applicant: Braun Intertec)  
 For Illustrative Purposes Only. Source: Hennepin County Interactive Property Map, 11/29/2023



Variance Application For Adjusted Dock Length

Property: 2165 North Shore Drive, Orono 55391 (Applicant: Braun Intertec)

For Illustrative Purposes Only. Source: Hennepin County Interactive Property Map, 11/29/2023





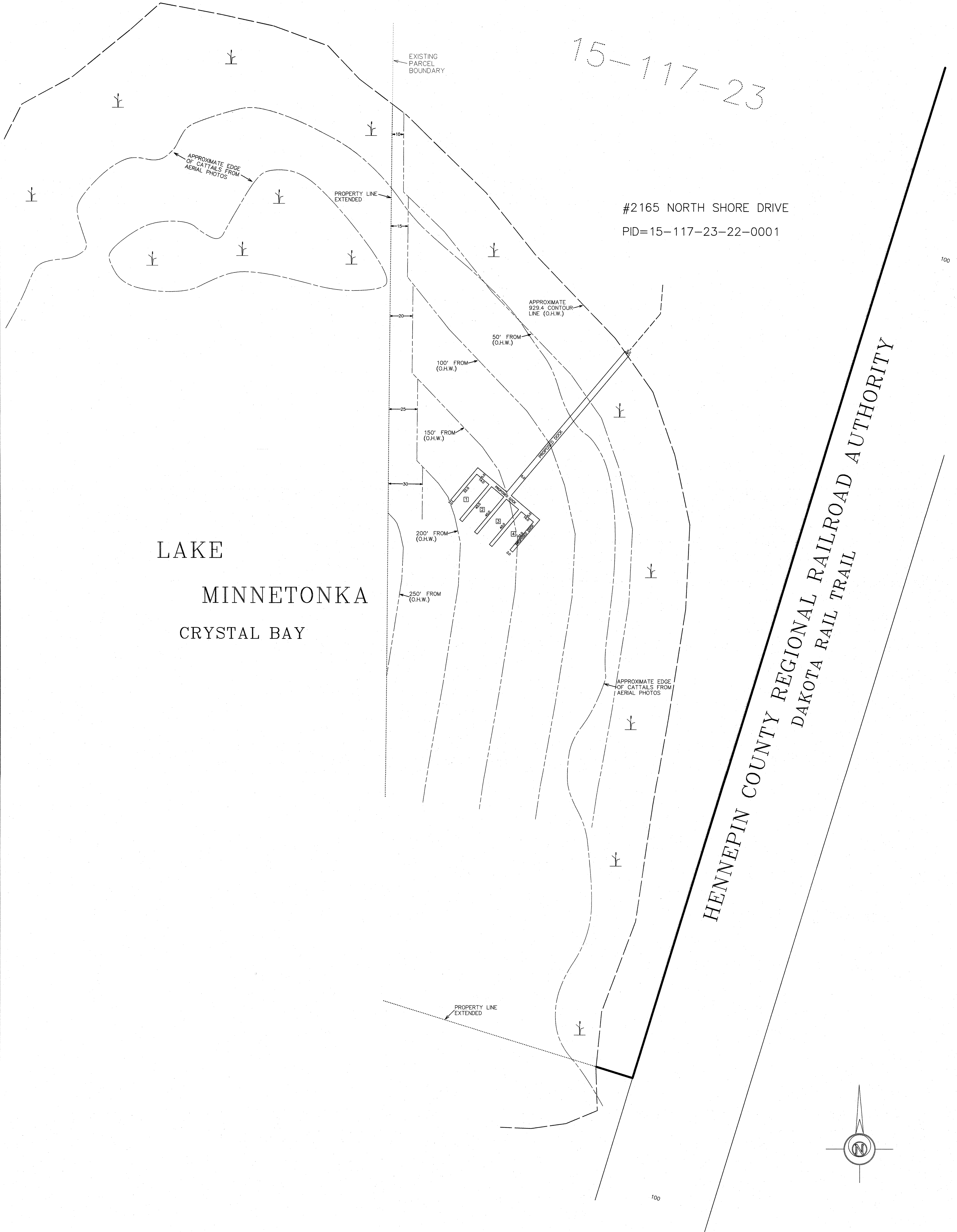
PROPOSED DOCK SKETCH FOR  
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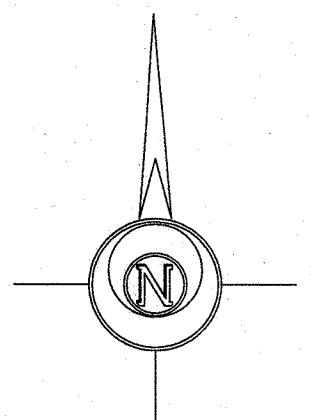
#2165 NORTH SHORE DRIVE  
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15-117-23



LAKE  
 MINNETONKA  
 CRYSTAL BAY

HENNEPIN COUNTY REGIONAL RAILROAD AUTHORITY  
 DAKOTA RAIL TRAIL



230208REVISED9.SCU

DATE	REVISIONS
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3-7-23	REVISED
3-14-23	REVISED
3-16-23	REVISED
8-3-23	REVISED
9-19-23	REVISED

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*Mark S. Gronberg*  
 Mark S. Gronberg Minnesota License Number 12755

PROJECT

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SCALE	1"=40'
JOB NO	23-0208



**GRONBERG & ASSOCIATES, INC.**  
 CIVIL ENGINEERS, LAND SURVEYORS, LAND PLANNERS  
 445 NORTH WILLOW DRIVE LONG LAKE, MN 55356  
 952-473-4141



*To preserve and enhance the "Lake Minnetonka experience"*

**2165 NORTH SHORE DRIVE  
CRYSTAL BAY, ORONO  
VARIANCE APPLICATION  
PUBLIC HEARING**

**Lake Minnetonka Conservation District**

**Board Meeting**

**December 13, 2023**

Presented by: Thomas Tully, Manager of Code Enforcement



# OVERVIEW

- Board Action
- Background
- Applicant Proposal
- Site Characteristics
- Agency and Public Comments
- Staff Recommendation
- Public Hearing
- Q & A

# BOARD ACTION

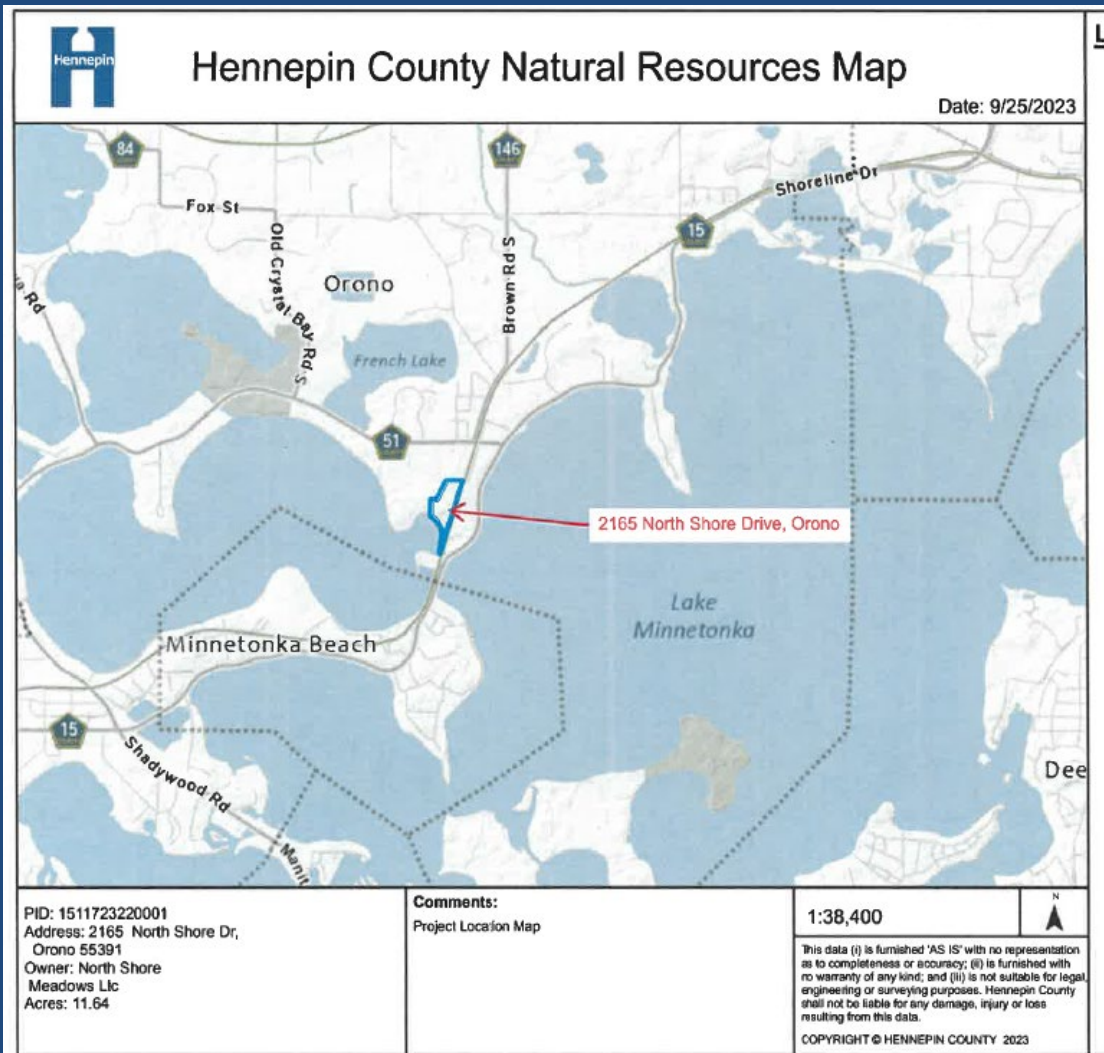
## ▪ **Approval of Variance Request**

- Approval
- I make a motion to direct LMCD legal counsel to prepare Findings of Fact and Order approving the variance application from Braun Intertec for the property located at 2165 North Shore Drive in Orono for final approval at the January 10, 2023, LMCD Board meeting <subject to the following conditions>...

## ▪ **Denial of Variance Request**

- Denial
- I make a motion to direct LMCD legal counsel to prepare Findings of Fact and Order denying the variance application from Braun Intertec for the property located at 2165 North Shore Drive in Orono for a final vote at the January 10, 2023, LMCD Board meeting based on...

# 2165 NORTH SHORE DRIVE, ORONO



Variance Application For Adjusted Dock Length  
 Property: 2165 North Shore Drive, Orono 55391 (Applicant: Braun Intertec)  
 For Illustrative Purposes Only. Source: Hennepin County Interactive Property Map, 11/29/2023



# 2415 FOREST LAKE DRIVE, ORONO

Variance Application For Adjusted Dock Length

Property: 2165 North Shore Drive, Orono 55391 (Applicant: Braun Intertec)

For Illustrative Purposes Only. Source: Hennepin County Interactive Property Map, 11/29/2023



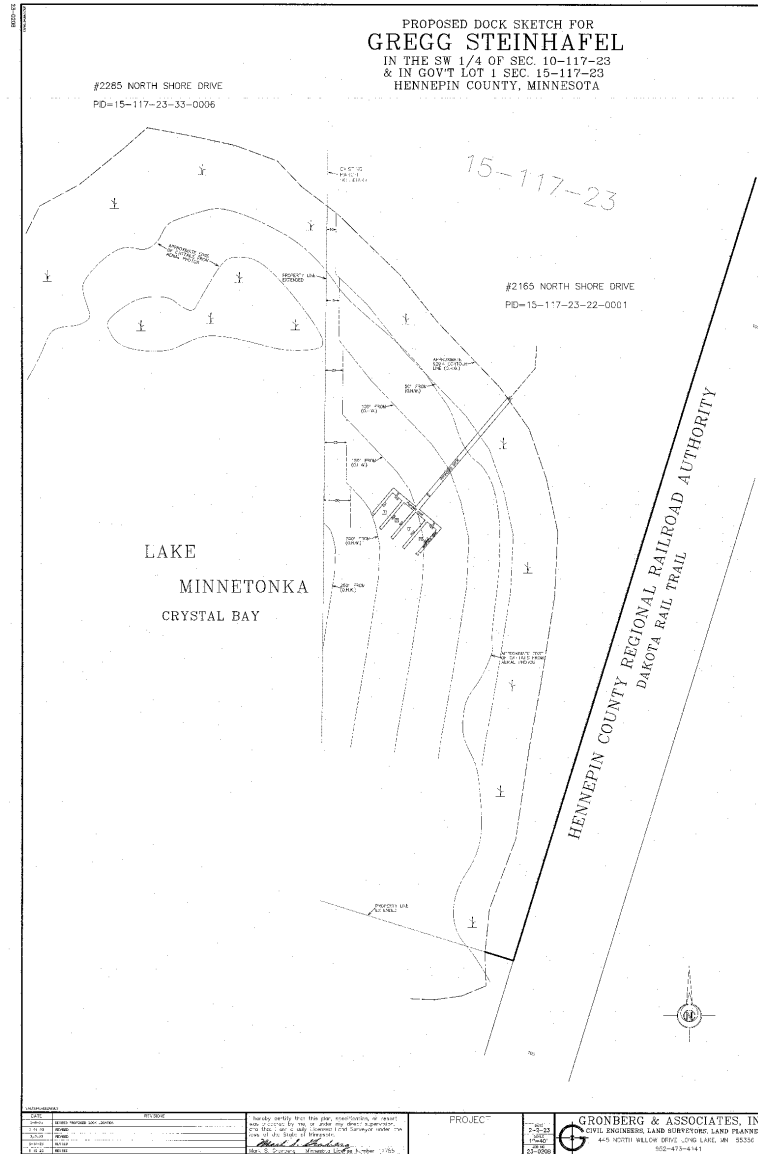
# BACKGROUND

- Currently there is no dock structure at the site.
- One parcel (PID 15-117-23-22-0001)
- The Applicant's parcel has approximately 944 feet of 929.4 feet OHW shoreline.
- The variance application was submitted in an effort to resolve the issue of water depth located at the site due to abnormal site conditions.
- Standard LMCD Code allows residential properties with more than 60 feet of 929.4 OHW Shoreline to extend their dock structure out into the lake equal to the length of shoreline, with a maximum of 100-foot dock structure
- Standard LMCD Code requires setbacks of 10ft, 15ft, 20ft
- The Proposed Dock Structure would be meeting standard LMCD Setbacks

# APPLICANT PROPOSAL SUMMARY

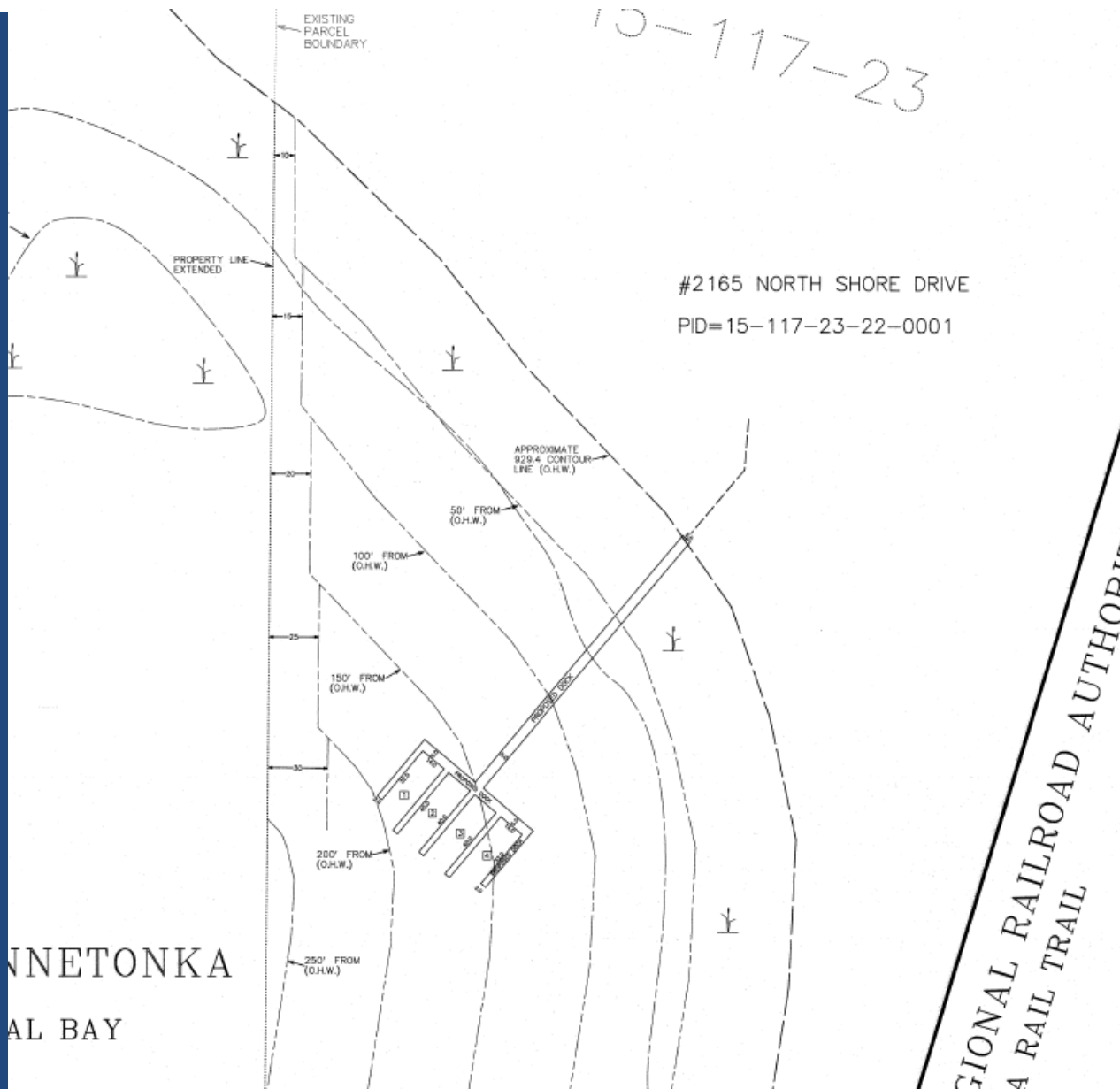
- Extend the dock structure at the site to a length of 200 feet
- 4 Boat Storage Units (BSU's)
  - 2 outer BSUs, with a canopy's, measuring 14 feet wide by 32 feet in length
  - 2 inner BSUs, with canopy's, measuring 14 feet in width by 40 feet in length
- The main walkway of the dock structure measures 5 feet in width
- The dock structure surrounding the BSUs would measure 3 feet in width
- Maintain a minimum 20-foot setback from the Northern side site line at of the dock structure
- Maintain a minimum 20-foot setback from the Southern side site line at the entirety of the dock structure
- No more than 200 feet from shoreline

# PROPOSED SITE PLAN EXCERPT



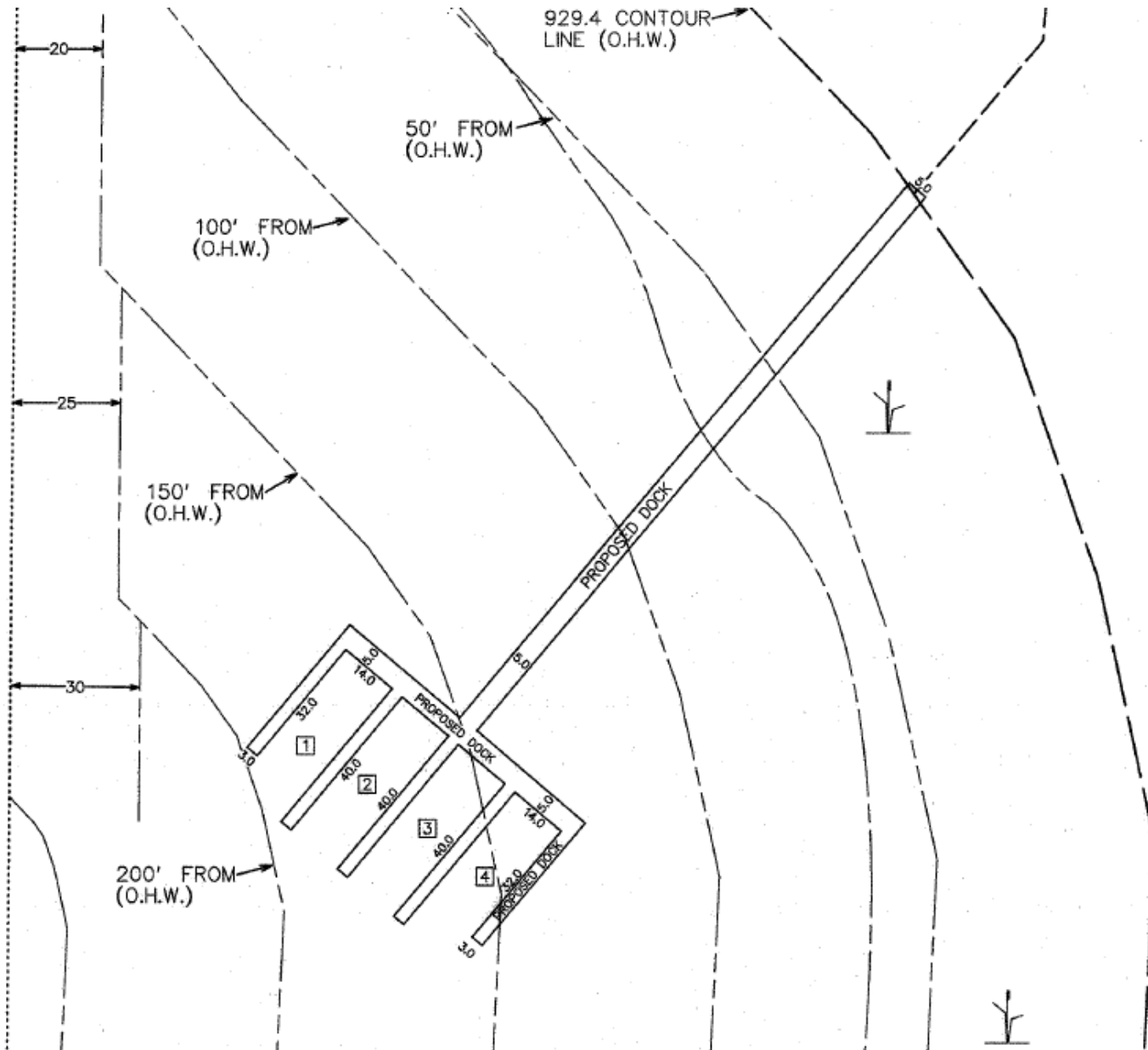


# PROPOSED SITE PLAN EXCERPT





# PROPOSED SITE PLAN EXCERPT



# SITE CHARACTERISTICS

- Cove like area off main body of Crystal Bay
- Shallow water depth throughout area
- No docks currently associated with the Applicants Parcel
- One small dock on the northwestern side of the cove

# BASIC OVERLAY



For illustrative purposes only

# VARIANCE STANDARDS

- 1. Has applicant sufficiently demonstrated practical difficulties exist that each of following are true?**
  1. Strict application of code prohibits property owner from using Lake in reasonable manner that is otherwise permitted by the code.
  2. Granting variance is within spirit and intent of code.
  3. Plight of property owner is due to circumstances:
    1. Unique to property;
    2. Not created by property owner; and
    3. Not based solely on economic considerations.
  4. Granting variance does not alter essential character of the area.
- 2. Is applicant proposing a use not allowed under the code?**
- 3. Would variance, if granted and with conditions imposed, adversely affect:**
  1. Purpose of Code?
  2. Public health, safety, and welfare?
  3. Reasonable access to or use of the Lake by public or riparian owners?

# PUBLIC / REVIEW AGENCY COMMENTS

- **Agency Review of Application / Comments (General Permit)**
  - No comments were received from The City of Orono.
  - One comment from the DNR
  - One comment from the MCWD
  - Both Agency comments have been provided to the Board prior to the meeting
- **Public Comments**
  - One Comment from a neighboring property voicing concern to the Variance request was received prior to the Board Meeting, that comment has since been rescinded

# CONSIDERATIONS

- **Interaction of applicant's proposed dock configuration and adjacent dock use areas** LMCD Code Section 2-3.03, Subd. 3, paragraph (a):
  - (a) The length of an authorized dock use area extends into the Lake a distance equal to the length of shoreline frontage of the site as measured at right angles to the side site lines as extended into the Lake. The total length of the authorized dock use area shall not extend beyond 100 feet, even if the site has more than 100 feet of shoreline frontage, unless otherwise specifically provided in this Section.
- **Amount of shoreline.** Applicant's parcel approximately 994 feet of shoreline
- **Site Review.** Proposed dock configuration does not appear to impede navigation, impair reasonable use of other dock use areas, seems compatible with adjacent uses, and through this proposal is fully within the Dock Use Area
- **Considerations of Variance factors**

## RECOMMENDATION (CONTINGENT PUBLIC HEARING COMMENTS)

- Staff Recommendation based on information available prior to public hearing.
  - Approval with the following conditions:
    1. Ensure all watercraft (4) are stored in the approved BSUs is fully contained within the BSUs located at the site.
    2. For the Western side setbacks, maintain a minimum 20 foot-setback from the end of the dock structure as it extends into the lake as indicated on the site plan
    3. For the Eastern side setbacks, maintain a minimum 20 foot-setback for the entirety of the dock structure as it extends into the lake as indicated on the site plan
    4. The length of the dock structure and storage should be no longer than the proposed 200 feet from the 929.4 feet OHWL

## RECOMMENDATION (CONTINGENT PUBLIC HEARING COMMENTS)

If board chooses to approve variance, the minimum recommendations to consider:

5. Allow for up to 4 BSUs at the Site, to be in strict accordance with the proposed site plan.
6. Ensure that the end of the dock structure is equipped with reflectorized material so as to ensure public safety.
7. Provide an updated site plan with final configuration and measurements as approved by the Board if necessary .
8. Apply standard variance conditions reflecting environmental, nuisances, maintenance, etc.



# RECOMMENDATIONS CONT...

## Previously Suggested Standard Provisions to Include in Variances:

- Watercraft not extend beyond length of boat slip. For purposes of Order, length overall means horizontal length from foremost to aftermost point of watercraft, including all attached equipment in its normal operating position.
- Any structures placed as part of this variance shall be maintained in good condition and shall promptly be removed, together with any watercraft stored on them, if this variance is ever revoked by action of the Board or if it rendered null and void.
- This variance shall be rendered null and void in event the Subject Property is subdivided. If the Subject Property is combined with another property, the applicant shall request a review of the variance by the LMCD Executive Director to determine if a new or amended variance is required. If the Executive Director determines that a new or amended variance is required, the applicant shall submit an application for the variance to the LMCD within forty five (45) days of the determination or bring the Subject Property into conformance with the LMCD Code without reliance on this variance within the same period.
- This variance grants no vested rights to the use of the Lake. Use of the Lake shall at all times remain subject to regulation by the LMCD to assure the public of reasonable and equitable access to the Lake.
- Utilization of the Lake pursuant to this variance constitutes, and shall be deemed, acceptance of, and agreement to, the terms and conditions of this variance without exception, qualification, or reservation.

# PUBLIC HEARING

- **Public Hearing Requirements**
  - Posted in official newspaper on December 7, 2023 (Sun Sailor) and also on October 09, 2023 (Laker Pioneer)
  - Owners of properties within 350 feet notified, 10-day notice sent December 1, 2023
  - Posted online with meeting packet
- **Opportunity for interested individuals to present their views to Board for consideration**
- **Only items under the LMCD Code and Board authority may be considered as part of any Approve or Deny decision**



*To preserve and enhance the "Lake Minnetonka experience"*

# QUESTIONS?



# ITEM 10A

## LAKE MINNETONKA CONSERVATION DISTRICT

5341 MAYWOOD ROAD, SUITE 200 • MOUND, MINNESOTA 55364 • TELEPHONE 952/745-0789 • FAX 952/745-9085

**DATE:** December 13, 2023

**TO:** Board of Directors

**FROM:** *James J. Brimeyer*  
Jim Brimeyer, Interim Executive Director

**SUBJECT:** Save the Lake Winter Solicitation Update

**ACTION** \_\_\_\_\_  
NONE

**BACKGROUND** \_\_\_\_\_

This memo serves as an announcement to the Board that a Winter Save the Lake Solicitation Letter is to be printed and sent out to Lake Minnetonka residents this week, no later than Friday December 15<sup>th</sup>, in an effort to raise more funds for future lake initiatives and reach our budgeted goal of over \$43,000.

Our partners at Goff Public have submitted a quote to staff from Gleason Printing for printing and mailing over 4,500 letters and envelopes. The total estimated cost is over \$2,000 which Staff plans to pay with reserved funds. A copy of the quote is attached.

**STRATEGIC PRIORITIES** \_\_\_\_\_

Docks, Applications, Licenses, Surface Water Management	Lake Use, Safety	Lake Protection	X Operational Effectiveness	Other
---	------------------	-----------------	-----------------------------	-------

**ATTACHMENTS** \_\_\_\_\_

- Save the Lake Solicitation Quote – Gleason Printing
- Save the Lake Winter Solicitation Letter



**GLEASON PRINTING**  
*print smarter*

**Quote**

Quote #	Date
10016	Dec 06 2023
Customer #2727	

Lake Minnetonka Conservation District  
5341 Maywood Rd  
Mound, MN 55364

Ship To:  
5341 Maywood Rd  
Mound, MN 55364

Terms	Contact	Phone	Fax	P/O#	Sales Rep
Net 30 Days	Adam Darragh				AMY GLEASON

Job Description	Quantity	Price Per Each	Price
-----------------	----------	----------------	-------

<b>Year End Appeal Letter - 8.5 X 11 folded to 8.5 x 3.67- 4 Color 2 sided</b>	4542	0.1868	\$848.44
--	------	--------	----------

Stock: #60 OFFSET - WHITE - SMOOTH - 60 LB

Ink Color Side One:

CMYK

Ink Color Side Two:

CMYK

Size: 8.5 x 3.67

Order Type: New Order

<b>#9 Regular Envelope - 3.875 X 8.875 - Black ink 1 sided</b>	4542	0.0815	\$370.16
--	------	--------	----------

Stock: #9 REGULAR ENVELOPE - WHITE - WOVE - 24 LB

Ink Color Side One:

Black

Size: 3.875 x 8.875

Order Type: New Order

<b>#10 Envelope &amp; Mailing - 4.125 x 9.5 - Black ink 1 sided - Insert letter and #9 envelope into the addressed #10 envelope, seal, &amp; mail - **Use mailing list from previous order #92840 - Postage not included in quote -</b>	4542	0.1868	\$848.41
---	------	--------	----------

Stock: #10 REGULAR ENVELOPE - WHITE - WOVE - 24 LB

Ink Color Side One:

Black

Size: 3.875 x 8.875

Order Type: New Order

We are pleased to submit, for your approval, this quotation - Based on the current costs of Materials and Labor. Quotations more than 30 days old are subject to review.

Sales Tax is not included in this quote unless requested.

For jobs with a mailing component, the cost of Postage is not included in this quote unless requested.



# Save the Lake

YOUR GIFT CAN HELP KEEP THE LAKE A SAFE PLACE

## DEAR LAKE MINNETONKA SUPPORTER,

Winter is upon us, and soon the beautiful bays of our spectacular Lake Minnetonka will be covered in ice and snow, but open to all of those who enjoy winter recreational activities on the lake! Whether that is ice fishing, ice skating, snowmobiling, or skiing, the Lake Minnetonka Conservation District (LMCD) wants to ensure this lake remains an incredible winter wonderland for those that enjoy recreating on this lake today and for generations to come.

Established in the 1970s, the Save the Lake Fund is an initiative of LMCD that was created to provide a supplemental funding source to the LMCD's primary operating budget and help address the Lake's needs of public safety, environment, public service and education.

Save the Lake makes a tremendous impact on the lake, including funding two full-time Hennepin County Sheriff deputies to monitor the lake during the summer. This results in shorter emergency response times and dedicated supervision on the lake. Additionally, the Save The Lake Fund provides boater education, ice safety education, and other lake safety efforts that are only made possible by your generous financial gifts.

Your support can help keep the lake a safe, enjoyable place to live and visit. Whether you are a lakeshore owner, outdoor family, or loyal lake enthusiast with pride in Lake Minnetonka, we need your financial support to meet this challenge and keep the lake safe for all!

Thanks to the generosity of residents, businesses and other stakeholders, we are able to sustain the vital services that Lake Minnetonka Conservation District provides throughout the various seasons. Please join us in this effort with a tax-deductible gift that will go straight towards the betterment of Lake Minnetonka for everyone as we pursue this year's goal of raising \$35,000. Every gift makes a difference; please consider supporting the Save the Lake movement today.

Thank you for your continued support of Lake Minnetonka!

A handwritten signature in black ink that reads 'Daniel Baasen'.

**DANIEL BAASEN**

Save the Lake Committee Chair

A handwritten signature in black ink that reads 'Ann Hoelscher'.

**ANN HOELSCHER**

LMCD Chair

**PRESERVING AND ENHANCING THE LAKE MINNETONKA EXPERIENCE SINCE 1967**

Lake Minnetonka Conservation District | 5341 Maywood Rd. Ste 200, Mound MN 55364 | (952) 745-0789 | [lmcd.org](http://lmcd.org) | [lmcd@lmcd.org](mailto:lmcd@lmcd.org)

## ABOUT YOUR CONTRIBUTION

For over 50 years, Save the Lake has been investing in programs that benefit the recreational and environmental needs of Lake Minnetonka. Your contribution helps fund important public safety, environmental, and education initiatives.

Contributions to Save the Lake are generally tax deductible under the IRS Code 26 USC Section 170 (b)(1)(a).

## CONVENIENT WAYS TO GIVE

### Corporate & Foundation Giving

Partner on research, implementation, and outreach initiatives. Contact us regarding opportunities.

### Mail a Contribution

LMCD Save the Lake  
5341 Maywood Rd, Ste 200  
Mound, MN 55364

### Matching Contribution

Double or triple the impact of your gift through company matching grant programs. Check with your Human Resources or visit **Benevity.com**.

### Online Giving

[lmc.org/Save-the-Lake](http://lmc.org/Save-the-Lake)  
(PayPal)

### LEARN MORE



## WE APPRECIATE YOUR GENEROSITY!

Your contribution in any amount makes a difference. You will be recognized for your contribution for Lake Minnetonka through various methods such as meetings, newsletters, and digital media. Please let us know if you wish to Opt Out of recognitions and remain anonymous.

## CONTACT US

Learn more about Important Lake Safety and Conservation Activities and how you can help.

- Visit [lmc.org](http://lmc.org)
- Visit [lmc.org/save-the-lake](http://lmc.org/save-the-lake)
- Call (952) 745-0789

## I WANT TO GIVE THE GIFT OF A SAFER LAKE TODAY!

### MY CONTRIBUTION

#### I want to be a Sponsor: My check in the amount:

- |   |                                      |
|---|--------------------------------------|
| <input type="checkbox"/> \$5,000 - Platinum | <input type="checkbox"/> \$25        |
| <input type="checkbox"/> \$2,500 - Gold     | <input type="checkbox"/> \$50        |
| <input type="checkbox"/> \$1,000 - Silver   | <input type="checkbox"/> \$100       |
| <input type="checkbox"/> \$500 - Bronze     | <input type="checkbox"/> \$250       |
|   | <input type="checkbox"/> Other _____ |

- I wish to Opt Out of Recognition

### CONTACT INFORMATION

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone/Email: \_\_\_\_\_

Comment: \_\_\_\_\_

*Please make checks payable to LMCD SAVE the LAKE or give online at [www.lmc.org/Save-the-Lake](http://www.lmc.org/Save-the-Lake).*

**PRESERVING AND ENHANCING THE LAKE MINNETONKA EXPERIENCE SINCE 1967**

Lake Minnetonka Conservation District | 5341 Maywood Rd. Ste 200, Mound MN 55364 | (952) 745-0789 | [lmc.org](http://lmc.org) | [lmc@lmc.org](mailto:lmc@lmc.org)



## ITEM 12A

# LAKE MINNETONKA CONSERVATION DISTRICT

5341 MAYWOOD ROAD, SUITE 200 • MOUND, MINNESOTA 55364 • TELEPHONE 952/745-0789 • FAX 952/745-9085

**DATE:** December 13, 2023 (Prepared December 7, 2023)  
**TO:** LMCD Board of Directors  
**FROM:** Jim Brimeyer, Interim Executive Director  
**RE:** Appointment of Nominating Committee for 2024 Officers

### **ACTION**

---

Board consideration to appoint board members to the Nominating Committee through a motion and formal approval.

The following motions are offered depending on whether the Board wishes to approve or deny the request.

Approval:

I make a motion to appoint <Director names> to the Nominating Committee for selection of candidates for Officers in 2024.

Denial:

I make a motion to deny the appointment of the Nominating Committee for 2024 Officers.

### **BACKGROUND**

---

The LMCD is required by state statute to annually elect officers from among Board members. Further, the LMCD Bylaws indicate the Board is to annually elect a Chair, Vice Chair, Secretary, and Treasurer in February. The Nominating Committee is charged with assisting in the election process by recommending a slate of officers to the Board at the January 24, 2024 Board Meeting.

On September 14, 2016, the Lake Minnetonka Conservation District (LMCD) Board of Directors approved attached Resolution 150, Approving and Ratifying a Nominating Process for Board Officers. This process was utilized in 2015 at the recommendation of the LMCD Attorney Troy Gilchrist. The Board desired to formally approve and ratify the process for the annual selection of its officers. This Committee is a temporary committee that will extend until the officers are elected.



**CONSIDERATIONS**

---

- Is the current nomination process sufficient to meet the timeframes and governance requirements?
- Do the previous nominating committee members have any suggestions to the process or committee makeup?

**STRATEGIC PRIORITIES**

---

<input type="checkbox"/>	Docks, Applications, Licenses, Surface Water Management	<input type="checkbox"/>	Lake Use, Safety	<input type="checkbox"/>	Lake Protection	<input type="checkbox"/>	Operational Effectiveness	<input type="checkbox"/>	Other
--------------------------	---	--------------------------	---------------------	--------------------------	--------------------	--------------------------	------------------------------	--------------------------	-------

**ATTACHMENTS/SUPPLEMENTARY INFORMATION**

---

- Recommended Nomination Process
- Nominating Committee Resolution

## ATTACHMENT- **RECOMMENDED NOMINATION PROCESS**

### Nominating Committee

1. The Committee develops a recommended slate of officers for presentation to the full Board.
2. The Committee develops a recommended procedure the Board may use to address any nominations at the meeting.

### Nomination Procedures

1. The Board Chair asks the Chair of the Nominations Committee to present the recommended slate of officers.
2. The Chair asks the Board if there are any other nominations for any of the positions.
  - a. The member making the nomination must state the name of the person being nominated and the position to which the person is being nominated.
  - b. Nominations do not require a second.
  - c. No member shall be nominated for more than one position.
  - d. A Board member may not nominate himself or herself.
  - e. A nominated member may reject the nomination by the person announcing he or she does not accept immediately after the nomination is made. A member who does not accept a nomination for a position remains eligible to be nominated for another position.
3. If there are no additional nominations, the Board Chair calls for a motion and a vote on the recommended slate of officers.
4. If there are any additional nominations made “from the floor”, the positions for which there were additional nominations are pulled from the recommended slate and the Board Chair calls for a motion and a vote on the remainder of the recommended slate of officers (if any positions remain unchallenged).
5. The challenged officer positions must be voted on individually, which is conducted by the Board Chair identifying the officer position and announcing the name of the member recommended for the position by the Nominating Committee and the names of those nominated for the position from the floor. Each of the nominated members may be allowed up to three minutes to provide background on themselves and why they are interested in the position.
6. The Board Chair announces that voting will be conducted by a show of hands with each member voting only once for each officer position. The nominated members are eligible to vote. The nominee with the most votes at the end of the voting wins the position. If the vote ends in a tie between the two highest vote getters, another vote shall be conducted between just those two members (any other nominees for the position are dropped from the voting) until a winner is selected.
7. The Board Chair then calls for a vote for the position by calling each of the names and then asking members to raise their hand if voting for that person for the position (“All those in favor of Bill Smith for Secretary raise your hands. [count votes] All those in favor of Cindy Jones for Secretary raise your hand. [count votes]” Etc.)
8. The person with the highest number of votes for the position is then announced as being selected for the position.
9. The Board Chair then moves onto to the next challenged position, announces the nominees, and proceeds with voting in the same manner until all of the positions are filled.



**STATE OF MINNESOTA  
LAKE MINNETONKA CONSERVATION DISTRICT**

**RESOLUTION NO. 150**

**A RESOLUTION APPROVING AND RATIFYING A  
NOMINATING PROCESS FOR BOARD OFFICERS**

**WHEREAS**, the Board of Directors (“Board”) of the Lake Minnetonka Conservation District (“LMCD”) is required by Minnesota Statutes, section 103B.615 to annually elect officers from among the Board members;

**WHEREAS**, Article II, Section 2.4 of the Bylaws of the Lake Minnetonka Conservation District (“Bylaws”) indicates that the Board is to annually elect a Chair, Vice Chair, Secretary, and Treasurer in February;

**WHEREAS**, the Board has utilized a nominating committee (“Committee”) to assist in the election process by recommending a slate of officers to the Board as is permitted by Section 2.4 of the Bylaws; and

**WHEREAS**, the Committee, with input from the LMCD civil attorney, created and utilized a nominating process for the 2016 election that the Board desires to formally approve and ratify as the standing nominating process for its elections.


**NOW, THEREFORE, BE IT RESOLVED**, that the Board hereby approves and ratifies the attached nominating process as the official process to be followed by the Committee and the Board in the annual selection of its officers.

**BE IT FINALLY RESOLVED**, that the Committee and Board members may make recommendations for amendments to the nominating process, but the process may only be amended by resolution adopted by a majority vote of all Board members at least 30 days before the date of the election at which the amended process is to be used.

Adopted this 14<sup>th</sup> day of September, 2016 upon a majority vote of all members.

**BY THE BOARD OF DIRECTORS**

  
James Jay Green, Chairperson

Attest:   
Gregory J. Thomas, Secretary



LAKE MINNETONKA CONSERVATION DISTRICT

5341 MAYWOOD ROAD, SUITE 200 • MOUND, MINNESOTA 55364 • TELEPHONE 952/745-0789 • FAX 952/745-9085

DATE: December 13, 2023 (Prepared December 7, 2023)

TO: LMCD Board of Directors

FROM: Jim Brimeyer, Interim Executive Director

SUBJECT: 2024 Public Meeting Calendar

ACTION

Board adoption of the LMCD 2024 Public Meeting Calendar.

The following motions are offered depending on whether the Board wishes to approve or deny the request:

Approval

I make a motion to adopt the 2024 LMCD Public Meeting Calendar <or amend as follows...>

Denial

I make a motion to deny the adoption of the 2024 LMCD Public Meeting Calendar <or amended as follows...>

BACKGROUND

The LMCD identifies regularly scheduled Board Committee meetings each year through a Public Meeting Calendar. The meeting schedule is based generally on the meetings conducted in 2023. The Board may update the public meeting calendar, once adopted, if the schedule is updated.

STRATEGIC PRIORITIES

Form with checkboxes for Docks, Applications, Licenses, Surface Water Management; Lake Use, Safety; Lake Protection; Operational Effectiveness (checked); and Other.

ATTACHMENT

Draft 2024 Public Meeting Calendar

# Lake Minnetonka Conservation District Public Meeting Calendar

**DRAFT**

**2024**



**January**

S	M	T	W	Th	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

**February**

S	M	T	W	Th	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29		

**March**

S	M	T	W	Th	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

**April**

S	M	T	W	Th	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

**May**

S	M	T	W	Th	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

**June**

S	M	T	W	Th	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

**July**

S	M	T	W	Th	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

**August**

S	M	T	W	Th	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

**September**

S	M	T	W	Th	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

**October**

S	M	T	W	Th	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

**November**

S	M	T	W	Th	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

**December**

S	M	T	W	Th	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

**LMCD Regular Board Meetings**

Wayzata City Hall, 600 Rice Street

\*2nd and 4th Wednesday of Each Month

6:00 p.m. - 7:00 p.m.: Work Session (Not televised)

7:00 p.m. - Adjourn: Formal Agenda (Televised)

Televised on LMCC: <http://www.lmcc-tv.org/lmcd.html>

\*No Meeting Scheduled for 4th Wednesday in November

\*No Meeting Scheduled for 4th Wednesday in December

**LMCD Observed Holidays**

Office Closed



2:14 PM

## Lake Minnetonka Conservation District

## Balance Sheet

As of December 31, 2023

12/06/23

Accrual Basis

	<u>Dec 31, 23</u>
<b>ASSETS</b>	
<b>Current Assets</b>	
<b>Checking/Savings</b>	
Alerus Checking	82.40
Bridgewater Checking	58,183.44
Bridgewater Savings	608,107.58
1010M10 · Petty Cash	188.60
1090M10 · Alerus Bank - Savings	
1090M50 · Alerus Savings - Equip. Repl	125,652.32
1090M10 · Alerus Bank - Savings - Other	-125,652.32
<b>Total 1090M10 · Alerus Bank - Savings</b>	<u>0.00</u>
<b>Total Checking/Savings</b>	666,562.02
<b>Accounts Receivable</b>	
1150M10 · Accounts Rec. - Gen	39,855.50
<b>Total Accounts Receivable</b>	<u>39,855.50</u>
<b>Total Current Assets</b>	706,417.52
<b>Fixed Assets</b>	
1640M90 · Fixed Assets	155,233.00
1645M90 · Accumulated Depreciation	-95,427.00
<b>Total Fixed Assets</b>	<u>59,806.00</u>
<b>Other Assets</b>	
1650M90 · Leased Asset	172,361.00
1655M90 · Accumulated Amortization-Lease	-22,969.00
<b>Total Other Assets</b>	<u>149,392.00</u>
<b>TOTAL ASSETS</b>	<u><u><b>915,615.52</b></u></u>
<b>LIABILITIES &amp; EQUITY</b>	
<b>Liabilities</b>	
<b>Current Liabilities</b>	
<b>Accounts Payable</b>	
2090 · Accounts Payable	15,492.51
<b>Total Accounts Payable</b>	<u>15,492.51</u>
<b>Other Current Liabilities</b>	
2020-LT · Payroll Liabilities - UNUM	-25.18
2020 · Payroll Liabilities -	2,685.60
2050M10 · Accrued Payroll - Gen	5,068.00
2060M10 · Deferred Revenue - Gen MDL	49,280.25
2062M10 · Deferred Revenue - Gen DM	3,300.00
2150M90 · Accrued compensated absences	14,439.00
2151M90 · Current portion of comp absens	3,337.93
2916M90 · Lease Liability - Short Term	25,290.00
<b>Total Other Current Liabilities</b>	<u>103,375.60</u>
<b>Total Current Liabilities</b>	118,868.11
<b>Long Term Liabilities</b>	
2915M90 · Lease Liability - Long Term	126,242.00
<b>Total Long Term Liabilities</b>	<u>126,242.00</u>
<b>Total Liabilities</b>	245,110.11

# Lake Minnetonka Conservation District

## Balance Sheet

As of December 31, 2023

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	<u>Dec 31, 23</u>
<b>Equity</b>	
Retained Earnings	946,364.89
2910M10 · Fund Balance - Admin.	48,727.51
2910M20 · Fund Balance - S/L	226,468.17
2910M30 · Fund Balance - EWM	40,088.85
2910M50 · Fund Balance - Equip Repl	79,004.07
2910M90 · Fixed Assets - Conversion Fund	-585,738.00
Net Income	-84,410.08
<b>Total Equity</b>	<u>670,505.41</u>
<b>TOTAL LIABILITIES &amp; EQUITY</b>	<u><u>915,615.52</u></u>

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12/06/23

Accrual Basis

**Lake Minnetonka Conservation District  
General Income & Expense 2023 Budget Comparison  
January through December 2023**

	Jan - Dec 23	Budget	\$ Over Budget	% of Budget
<b>Ordinary Income/Expense</b>				
<b>Income</b>				
<b>Grants &amp; Other Income</b>				
3080M10 · Interest - Gen	13,246.16	2,600.00	10,646.16	509.5%
3260M10 · Court Fines - Admin.	104,530.00	60,000.00	44,530.00	174.2%
3300M10 · Other Income - Admin.	13,434.50	6,190.00	7,244.50	217.0%
<b>Total Grants &amp; Other Income</b>	131,210.66	68,790.00	62,420.66	190.7%
<b>Licenses/Permits</b>				
3110M10 · Multiple/Perm. Dock Lic -Admin.	82,447.01	85,200.00	-2,752.99	96.8%
3120M10 · DMA license - Admin.	3,450.00	3,000.00	450.00	115.0%
3130M10 · Deicing License - Admin.	6,125.50	6,000.00	125.50	102.1%
3170M10 · Variances - Admin.	4,250.00	10,600.00	-6,350.00	40.1%
3200M10 · Special Density - Admin.	360.00			
3220M10 · Special Events - Admin.	55.00			
3240M10 · Charter Boats - Admin.	2,400.00	3,200.00	-800.00	75.0%
3280M10 · Liquor/Beer/Wine License-Admin.	17,850.00	19,000.00	-1,150.00	93.9%
<b>Total Licenses/Permits</b>	116,937.51	127,000.00	-10,062.49	92.1%
3020M10 · Municipal Dues - Admin.	260,567.50	255,000.00	5,567.50	102.2%
3400M10 · Transfers In - Admin.	0.00	125,000.00	-125,000.00	0.0%
<b>Total Income</b>	508,715.67	575,790.00	-67,074.33	88.4%
<b>Gross Profit</b>	508,715.67	575,790.00	-67,074.33	88.4%
<b>Expense</b>				
<b>AIS Administration</b>				
4181M30 · Prof. Services	19,324.00	33,000.00	-13,676.00	58.6%
4221M30 · Office Supplies -AIS Prevention	0.00	2,000.00	-2,000.00	0.0%
<b>Total AIS Administration</b>	19,324.00	35,000.00	-15,676.00	55.2%
<b>General &amp; Admin Expenses</b>				
4060 · Telephone/Internet	3,351.35	3,500.00	-148.65	95.8%
4070M10 · Webpage & Digital	3,800.00	590.00	3,210.00	644.1%
4090M30 · DMV	0.00	50.00	-50.00	0.0%
4340M10 · Insurance - Admin.	6,142.00	4,500.00	1,642.00	136.5%
4340M30 · Insurance W/C	0.00	1,400.00	-1,400.00	0.0%
4350M30 · Ins./Equip.	0.00	400.00	-400.00	0.0%
4360M10 · Subs/Memberships - Admin.	2,421.00	2,400.00	21.00	100.9%
<b>Total General &amp; Admin Expenses</b>	15,714.35	12,840.00	2,874.35	122.4%

**Lake Minnetonka Conservation District**  
**General Income & Expense 2023 Budget Comparison**  
 January through December 2023

	Jan - Dec 23	Budget	\$ Over Budget	% of Budget
<b>Legal</b>				
4110M10 · Public Info Legal Fees- Admin.	2,201.09	1,750.00	451.09	125.8%
4620M10 · Civil Legal Fees - Admin.	35,260.75	31,325.00	3,935.75	112.6%
4640M10 · Prosecution Legal Fees - Admin.	49,783.19	30,000.00	19,783.19	165.9%
<b>Total Legal</b>	87,245.03	63,075.00	24,170.03	138.3%
<b>Office, Supplies, Equip</b>				
4080 · Postage	1,696.46	3,000.00	-1,303.54	56.5%
4100M10 · Printing - Admin.	5,302.43	1,260.00	4,042.43	420.8%
4140M10 · Office Equipment R&M - Admin.	6,132.04	6,000.00	132.04	102.2%
4220M10 · Office Supplies -Admin.	2,785.13	1,700.00	1,085.13	163.8%
4230M10 · Meeting Exp. - Admin.	4,465.88	12,000.00	-7,534.12	37.2%
4320M10 · Office Rent - Admin.	20,975.12	22,000.00	-1,024.88	95.3%
4400M10 · Mileage/Exp's - Admin.	270.78	400.00	-129.22	67.7%
4410M10 · Training/Prof. Devel.	0.00	500.00	-500.00	0.0%
4520M10 · Furniture & Equip - Admin.	0.00	750.00	-750.00	0.0%
4530M10 · Comp. Sftwr & Hdwr - Admin.	3,106.68	3,515.00	-408.32	88.4%
4531M30 · Software & Hardware/Training	410.08	500.00	-89.92	82.0%
4550M10 · Document Scanning	48,180.52	35,000.00	13,180.52	137.7%
<b>Total Office, Supplies, Equip</b>	93,325.12	86,625.00	6,700.12	107.7%
<b>Personnel Expenses</b>				
4020M10 · Salaries-002 - Admin	214,332.17	246,050.00	-31,717.83	87.1%
4021M10 · ER Share of Admin FICA/Medicare	16,365.62	17,700.00	-1,334.38	92.5%
4022M10 · ER PERA - Admin	15,095.05	17,500.00	-2,404.95	86.3%
4024 · Contract Labor	51,980.00			
4380M10 · Employee Benefits - Admin.	31,671.80	33,750.00	-2,078.20	93.8%
<b>Total Personnel Expenses</b>	329,444.64	315,000.00	14,444.64	104.6%
<b>Professional Services- ADM</b>				
4040M10 · Auditing - Admin.	14,156.00	11,500.00	2,656.00	123.1%
4180M10 · Professional Services - Admin.	18,305.18	6,000.00	12,305.18	305.1%
4181M10 · Professional Comp. Serv.-Admin.	7,544.99	2,500.00	5,044.99	301.8%
4182M10 · Media (Cable/Internet) - Admin.	5,127.50	3,500.00	1,627.50	146.5%
4183M10 · Prof/ Serv. - Communications	23,073.65	30,000.00	-6,926.35	76.9%
<b>Total Professional Services- ADM</b>	68,207.32	53,500.00	14,707.32	127.5%
<b>Public Education &amp; Safety</b>				
4111M10 · Public Service Education-Admin	2,627.29	2,500.00	127.29	105.1%
4160M10 · Watercraft/Vehicle Maint	991.31	750.00	241.31	132.2%
4160M20 · Public Health/Safety- SL	29.95	0.00	29.95	100.0%
4535M10 · Public Safety - SolarLights	2,469.00	5,000.00	-2,531.00	49.4%
<b>Total Public Education &amp; Safety</b>	6,117.55	8,250.00	-2,132.45	74.2%

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12/06/23

Accrual Basis

**Lake Minnetonka Conservation District**  
**General Income & Expense 2023 Budget Comparison**  
January through December 2023

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	<u>Jan - Dec 23</u>	<u>Budget</u>	<u>\$ Over Budget</u>	<u>% of Budget</u>
4980M10 - Contingency - Admin.	60.00			
<b>Total Expense</b>	619,438.01	574,290.00	45,148.01	107.9%
<b>Net Ordinary Income</b>	-110,722.34	1,500.00	-112,222.34	-7,381.5%
<b>Net Income</b>	<u>-110,722.34</u>	<u>1,500.00</u>	<u>-112,222.34</u>	<u>-7,381.5%</u>



**Lake Minnetonka Conservation District**  
**STL Income & Expense 2023 Budget Comparison**  
 January through December 2023

	Jan - Dec 23	Budget	\$ Over Budget	% of Budget
<b>Ordinary Income/Expense</b>				
<b>Income</b>				
<b>Contributions</b>				
3001M20 · Donations (General) - S/L	28,390.93	43,050.00	-14,659.07	65.9%
3002M20 · Donations (Photograph) - S/L	50.00			
3004M20 · Donations (Solar Light) - S/L	410.57			
3012M20 · Donations Carp Removal West Arm	50.00			
<b>Total Contributions</b>	28,901.50	43,050.00	-14,148.50	67.1%
<b>Grants &amp; Other Income</b>				
3300M20 · Other Income - S/L	0.00	750.00	-750.00	0.0%
<b>Total Grants &amp; Other Income</b>	0.00	750.00	-750.00	0.0%
3000M10 · LT Disability Excess Funds	300.00			
3400M20 · Transfers In - S/L	0.00	42,000.00	-42,000.00	0.0%
<b>Total Income</b>	29,201.50	85,800.00	-56,598.50	34.0%
<b>Gross Profit</b>	29,201.50	85,800.00	-56,598.50	34.0%
<b>Expense</b>				
<b>Office, Supplies, Equip</b>				
4220M10 · Office Supplies -Admin.	10.67			
<b>Total Office, Supplies, Equip</b>	10.67			
<b>Office, Supplies, Equip STL</b>				
4080M20 · Postage - S/L	0.00	800.00	-800.00	0.0%
4100M20 · Printing - S/L	0.00	1,000.00	-1,000.00	0.0%
<b>Total Office, Supplies, Equip STL</b>	0.00	1,800.00	-1,800.00	0.0%
<b>Projects &amp; Activities- STL</b>				
4110M20 · Environmental- S/L	453.53			
<b>Total Projects &amp; Activities- STL</b>	453.53			
<b>Public Education &amp; Safety</b>				
4160M20 · Public Health/Safety- SL	2,204.70	84,000.00	-81,795.30	2.6%
<b>Total Public Education &amp; Safety</b>	2,204.70	84,000.00	-81,795.30	2.6%
4980M20 · Contingency - S/L	37.00			
<b>Total Expense</b>	2,705.90	85,800.00	-83,094.10	3.2%
<b>Net Ordinary Income</b>	26,495.60	0.00	26,495.60	100.0%
<b>Net Income</b>	<b>26,495.60</b>	<b>0.00</b>	<b>26,495.60</b>	<b>100.0%</b>



LAKE MINNETONKA CONSERVATION DISTRICT

5341 MAYWOOD ROAD, SUITE 200 • MOUND, MINNESOTA 55364 • TELEPHONE 952/745-0789 • FAX 952/745-9085

DATE: December 2023 (Prepared December 7, 2023)

TO: LMCD Board of Directors

FROM: Jim Brimeyer, Interim Executive Director

SUBJECT: Scanning and Data Request

ACTION \_\_\_\_\_  
N/A

BACKGROUND \_\_\_\_\_  
Staff received, and responded, to a data request in September 2022. That request was repeated beginning in the spring of 2023.

To accommodate the request, staff recommended and completed a review of all files and contracted for shredding any files that were no longer needed and not part of the request. The remaining files were scanned, and that project was completed in the fall of 2023.

The individual making the request was notified of files, now scanned and available electronically, that were available for inspection. That individual has not made such a request as of this date.

That same individual has now "alleged" that the information requested was destroyed. Staff has made available a summary of the files that were shredded and the files that are now available.

He has suggested some sort of monetary settlement is owed to him for his efforts and has threatened legal action.

Staff has consulted with legal counsel and all future responses will be managed by the LMCD attorney.

STRATEGIC PRIORITIES

<input type="checkbox"/>	Docks, Applications, Licenses, Surface Water Management	<input type="checkbox"/>	Lake Use, Safety	<input type="checkbox"/>	Lake Protection	<input checked="" type="checkbox"/>	Operational Effectiveness	<input checked="" type="checkbox"/>	Other
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ATTACHMENT \_\_\_\_\_  
N/A



## LAKE MINNETONKA CONSERVATION DISTRICT

5341 MAYWOOD ROAD, SUITE 200 • MOUND, MINNESOTA 55364 • PH: (952) 745-0789

**DATE:** December 13, 2023  
**TO:** LMCD Board of Directors  
**FROM:** Jim Brimeyer, Interim Executive Director  
**SUBJECT:** Closing Of Alerus Bank Accounts

This memo comes as a notification to inform the Board of Directors that on November 21, 2023 the LMCD Interim Executive Director officially terminated our checking and savings accounts at Alerus Financial Bank.

Moving forward, all our financial transactions and deposits will be deducted or added into our new checking and savings accounts at Bridgewater Bank.

If you have any questions, please contact Office and Finance Manager, Maisyn Reardan at: 952-745-0789 or [mreardan@lmcd.org](mailto:mreardan@lmcd.org).

Sincerely,

A handwritten signature in cursive script that reads "James L. Brimeyer".

Jim Brimeyer  
Interim Executive Director



LAKE MINNETONKA CONSERVATION DISTRICT

5341 MAYWOOD ROAD, SUITE 200 • MOUND, MINNESOTA 55364 • TELEPHONE 952/745-0789 • FAX 952/745-9085

**DATE:** December 13, 2023 (Prepared December 6, 2023)  
**TO:** LMCD Board of Directors  
**FROM:** Raina Arntson, Executive Assistant for Code Enforcement and Operations  
**THROUGH:** Jim Brimeyer, Interim Executive Director  
**SUBJECT:** ADA Compliance on LMCD Website

**ACTION**

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Board consideration of authorizing software to make the LMCD website ADA compliant.

The following motions are offered depending on whether the Board wishes to approve or deny the ordinance:

Approval

I make a motion to approve the agreement with Brandography and authorize payment to accessiBe in the amount of \$490.00 per year to purchase software for the LMCD website to maintain compliance with ADA requirements...>

Denial

I make a motion to deny the agreement with Brandography <based on the following conditions...>

**BACKGROUND**

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We were contacted by a web service provider which specializes in serving special districts. During an introductory meeting, they put a large emphasis on ADA compliance for websites. This got the attention of staff and led us to explore proposals from Streamline and Brandography (our current provider) to make changes to the website, taking ADA compliance into account.

The United State Department of Justice has created a list of specific recommendations for changes in websites based on the complaints they see most frequently.

- All photos or graphics should be accompanied by a text description of the image.
- Website design should avoid specifying colors and font sizes.
- Videos and other multimedia should have accessible features such as closed captioning.
- Documents must be posted in an accessible format. Electronic documents in formats such as Word, PDF, Excel, and PowerPoint may be accessible if they are created and maintained

properly to be compatible with screen readers. Electronic documents that are accessible will have:

- A logical structure and reading order.
- Alternate text descriptions for figures, form fields, and links.
- Navigational aids (e.g., links, bookmarks, table of contents).
- Security that doesn't interfere with assistive technology.
- Fonts that allow characters to be extracted to text.

It is common for electronic documents on websites to be posted in a PDF format but are often not accessible. Several resources are available to ensure that electronic documents in popular formats, such as Word, PDF, Excel, and PowerPoint, are created and maintained in a format that's accessible to people with disabilities.

Since our contract with Brandography is relatively new and we are thus far satisfied with their level of service, we decided to maintain our current website while implementing a plug-in to work towards becoming fully ADA compliant. This plugin allows users to customize their needs and preferences when navigating the LMCD website. It has an upfront cost of \$490/year and is paid directly to accessiBe, who provide the software.

With the plug-in from accessiBe users can choose from different profiles tailored to individuals who experience seizures, are blind or vision impaired, and have ADHD or cognitive disabilities. Some other content adjustments include changing font size, highlighting text, aligning text, increasing saturation, increasing contrast, muting sounds, hiding images, etc.... This will ensure the LMCD website meets State and Federal ADA regulations.

### STRATEGIC PRIORITIES

<input type="checkbox"/>	Docks, Applications, Licenses, Surface Water Management	<input type="checkbox"/>	Lake Use, Safety	<input type="checkbox"/>	Lake Protection	<input checked="" type="checkbox"/>	Operational Effectiveness	<input checked="" type="checkbox"/>	Other
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### ATTACHMENT

Brandography proposal





**PROJECT PROPOSAL**

# ACCESSIBLE INTEGRATION

Brandography will integrate [accessiBe](#) onto the existing website to allow the website to be accessible for anyone to interact with the website.

For example, this could include allow people who are visually impaired to have the text on the page read to them.

Once the tool has been added to the website, Brandography will test the functionality to ensure that it is functioning properly.

## ■ WHAT IS ACCESSIBLE

accessiBe is a web accessibility solution that can be added to a website to allow people with disabilities to interact with your website without you needing to make changes to the existing website. This tool allows the user to customize your website based on their needs.

## ■ FEES

Brandography will integrate accessiBe onto the website, however, accessiBe comes with an annual cost of \$490 / year. This fee will be paid directly to accessiBe.



# HOMEPAGE REDESIGN

Utilizing the existing website, colors, and fonts, Brandography will update the homepage design in order to help direct different user types to find the information they are looking for. These user types could be people such as landowners, marinas, people looking for lake information.

An initial meeting will be held in order to agree upon up to 3 user types and understand how each group uses the website.

Once that is understood and agreed upon, Brandography will create a new design for the homepage in order to highlight the user groups and show them where to go to find the information they may be looking for.

**PLEASE NOTE:** *Two rounds of revisions totalling no more than 5 hours are included. If additional revisions are requested, they will be done hourly.*

*Should the project require additional time for branding (i.e. Brandography assisting with font / color options), the additional time will be billed on time and materials.*

## ■ HOMEPAGE REDESIGN INCLUDES:

- Meeting to discuss the user types
  - Understand users & their website path
- Updated homepage design
  - Utilizing the existing website & branding
- Up to 2 rounds of design revisions
  - Totalling no more than 5 hours
- Launch approved homepage design
  - Creation of website template
  - Testing to ensure functionality
  - Publishing the page



# SCOPE OF WORK

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# INVESTMENT SUMMARY

SERVICE	PRICE	NOTES
<b>accessiBe Integration</b>	\$320 - 480	<i>Adding accessiBe to LCMD's current website &amp; testing to ensure it's working properly (one time fee)</i>
<b>accessiBe <a href="#">Subscription</a></b>	\$490 / year	<i>Paid directly to accessiBe</i>
<b>Homepage Redesign</b>	\$7,200 - 7,680	<i>One time fee. Up to 48 hours is included. Should additional time be required it will be billed on time and materials at \$160 / hour.</i>
Design Homepage		
Launch Approved Design		





# TERMS AND NOTES

## BILLING

**ONE-TIME WORK:** paid half upfront and half upon completion.

**ONGOING WORK:** paid in full monthly five days before next cycle begins.

## ASSUMPTIONS:

- Client will actively participate in development and contribution of key informational material.
- Any changes in scope or significant deviations that exceed 10% of project cost will require a standard change management process.
- Any purchased images or materials are considered additional expense and will be charged at cost + added to this scope of work but will only be purchased upon pre-approval by the client.
- Deviation from timeline due to lack of client participation or non-receipt of needed information or collateral may require a change order to this scope of work.

**Notes:** Content created for client, by Brandography and associates, including text copy, graphic elements, video, third party account logins, and associated campaigns, will become the property of the client upon final payment within the agreement. All existing IP ownership will remain with the original owner and will not be transferred per this agreement. The client will provide content as needed (copy, photography, video). In the event that a third party software or license is needed, the expense will be the responsibility of the client, and the client will be notified before purchases that add to the cost of this project. The client may be encouraged to create several social media, mapping, and review sites. The creation of these sites will be the responsibility of the client. The client will be responsible for stock photography expenses if it chooses to use stock photography for any service. Client agrees that if Shopify software is to be used, the installation will be completed through Brandography's Shopify Partner Account. Customer will be required to provide a digital payment method as a primary or backup payment

**Please sign below and send a signed copy of this proposal to [jason@brandography.com](mailto:jason@brandography.com).  
A signed proposal is required for work to commence. This proposal is valid for 30 days.**

Client Signature

Date

Brandography Signature

Date



# TERMS AND NOTES

## ADDITIONAL PERIPHERAL TASKS AS NEEDED

Additional out of scope peripheral tasks may arise that need to be addressed in order to keep a digital marketing project progressing. Examples of these tasks could include, but are not limited to, securing and regaining access to accounts, sourcing to fill design resource gaps, out of scope client requests, coordination with the client's IT team regarding portal integrations, unknown 3rd party tool integrations, email block, firewall settings, white listing issues, additional necessary plugins, needed SMTP installations, etc.

In respect of your time and to maximize time and cost efficiency, we request this prior approval for our team of experts to address, resolve, and execute on associated tasks necessary to complete your project for an additional investment up to (but not to exceed) 10% of project cost. This eliminates the need for unnecessary and time-consuming back and forth communications and obtaining individual approvals that delay project completion. (Please note that alternatively, all time dedicated for these communications to receive approvals for any peripheral services needed will be billed at our hourly rate.)

I approve the additional investment up to (but not to exceed) 10% of project cost to cover time required for out of scope peripheral tasks and related communications as needed:

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**Client Signature**

**Date**

