

**AGENDA  
SPECIAL COUNCIL MEETING  
CITY OF CROSSLAKE  
TUESDAY, SEPTEMBER 24, 2013  
7:00 P.M. – CITY HALL**

**A. CALL TO ORDER**

**B. CRITICAL ISSUES** – Planning and Zoning Department

**C. ADJOURN**

# Memorandum

To: Crosslake Elected Officials *NW* *CH*  
From: Councilmembers Mark Wessels and Gary Heacox  
Date: September 19, 2013

Subject: Planning and Zoning Department

The GOALS for Crosslake Planning & Zoning (P & Z) should ultimately include: Consistency and Cost Savings; Consistent Rules, Consistent Enforcement, Consistent Administration, Consistent Environmental Protection, Consistent Code Interpretation, Consistently High Citizen Approval Ratings, and Significant Cost Savings.

The Comprehensive Plan for the City contains the stated goals: *Support a strong, ongoing working relationship between Crosslake, Crow Wing County, and the adjacent Townships in all matters related to planning and the provision of public services. (pg. 40)*

## Strategies

1. Recognize the legitimate issues and concerns regarding jurisdictional issues by working and cooperating with surrounding communities through this planning process and outside this process.
2. Continue active participation with the planning activities of Crow Wing County, surrounding cities and townships as they consider issues important to the greater community. Continue to strive for balanced growth to the area and recognize the need for cooperation between jurisdictions.
3. Consider working with surrounding jurisdictions on shared planning services or joint-planning models.
4. Continue to have the Crosslake City Council work closely with the Crow Wing County Commissioners and meet with them at least twice annually.

Toward this end, Crow Wing County Land Services provided the City of Crosslake with an assessment of our Planning & Zoning Department earlier this year. Crow Wing Land Services was and is very willing to help the communities within the County provide excellent service to the residents and assist us in many ways.

The Committee established by Crosslake City Council June 27<sup>th</sup> 2013, that included the two of us along with the City Attorney and the City Administrator/Consultant, held two meetings with officials from Crow Wing County to discuss their assessment of the Crosslake Planning & Zoning Department. Included in the meetings from the County were the County Administrator, the Land Services Department Supervisor, the director of the County Land Services Department (attended the first meeting) as well as Commissioner Paul Thiede.

We discussed contracting with the County just to do septic inspections as Breezy Point has done. We talked about contracting with them to assist in developing a new Shore Land – Land Use Ordinance to bring Crosslake up to speed with the new State rules that five adjacent counties have already adopted all or parts of. (Our ordinance dates back to 1972.) We discussed contracting with them to administer our Planning Department We discussed various options.

Here are the main options for the P & Z Department:

City Option A: Change nothing. We currently have 2 employees with a 2013 budget of just over \$280,000. General Public Hours were limited this past summer to mornings Monday through Thursday and 8:00 a.m. to 4:30 on Fridays. According to the Assessment document, 78% agreed or strongly agreed that their overall experience with our P & Z Department was satisfactory. Note that County staff received a 97% approval rating using the same survey as used in Crosslake survey.

City Option B: Adopt Department Head proposal for 2014 of more than \$327,000. Adds a 3<sup>rd</sup> employee and includes almost \$42,500 in capital purchases including a new vehicle budgeted at \$31,000 and the purchase of a new GPS and metal detector for locating survey stakes (Council has directed P & Z not to provide this service) budgeted at almost \$8,700.

City Option C: Contract with Crow Wing County to handle P & Z services in Crosslake at a cost of \$190,000. Under this proposal, the County will furnish adequate staff to provide P & Z services to the City and will include 2 county employees to be located at City Hall, at least one of which will be available to the public Monday thru Friday during normal business hours. Note that the Contract has a 120 day notice clause for either party to terminate the agreement. If the city is not satisfied with the job and doesn't like how it's working, or, if the County no longer wants to provide the service, the contract is canceled. Attached is a copy of the proposal from the County along with a more detailed explanation of what is expected of the City and County in the relationship.

Additional benefits include Supervisory help from the National award winning staff at the County level. Crosslake staff may contact Crow Wing staff for help including Sue Maske for Enforcement Help & Questions, Advice from Tim Houle County Administrator, Help with new Wetland Conservation Act, Help converting Shoreland Rules to newer State/County Rules, Some Human Resources function, Help with new Comprehensive Water Plan, etc., etc., etc.

After careful consideration of the options, it is recommended that the City Council take action to accept Option C as it is the most cost effective efficient way to handle planning and zoning for the City.

We are recommending that the Council adjourn the meeting on Monday, September 23<sup>rd</sup> to a special meeting to be held on Tuesday, September 24<sup>th</sup> to take action on this proposal which we recommend to take effect as soon as possible.

Thank you for your consideration.

**RESOLUTION NO. \_\_\_\_\_**

**RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE THE AGREEMENT WITH THE COUNTY INITIATING THE PROCESS TO HAVE THE COUNTY ASSUME ADMINISTRATION OF THE CROSSLAKE PLANNING DEPARTMENT.**

**WHEREAS** the County has presented a Memorandum of Understanding setting forth the terms by which they would administer the City of Crosslake Zoning and Subdivision Ordinances and assume other duties now handled by the City planning department; and

**WHEREAS**, the City desires more consistent shoreland rules along the Whitefish chain so that our rules are similar to neighboring jurisdictions; and

**WHEREAS**, partnering with the County would save money for the City; and

**WHEREAS**, the council has reached consensus that many city ordinances need to change and that the County has the resources to complete this process in a timely manner; and

**WHEREAS**, partnering with the County would solve our current staffing needs since they can provide two full time employees to serve our city but then also have numerous other staff members to supplement this staff when needed or during the summer when our staffing needs are more severe.

**NOW THEREFORE BE IT RESOLVED** by the City Council of the City of Crosslake, Minnesota as follows:

That the Mayor and City Clerk are hereby authorized to execute said memorandum of understanding attached hereto.

This resolution is duly adopted by the Crosslake City Council this \_\_\_ day of September, 2013.

\_\_\_\_\_  
Mayor Darrell Schneider

ATTEST:

\_\_\_\_\_  
City Clerk

**CROSSLAKE PLANNING ZONING  
2013 - 2014 BUDGET**

	<u>2013</u>	<u>2014</u>
<u>Revenues</u>		
Fee	(47,500)	(190,000)
<hr/>		
<u>Expenditure</u>		
Personnel Services	42,857	177,614
Services & Charges	1,563	7,600
Supplies & Materials	250	1,000
Subtotal	<u>44,670</u>	<u>186,214</u>
	4	
Net	<u>(2,830)</u>	<u>(3,786)</u>

Memorandum of Understanding  
Between the County of Crow Wing  
And the  
City of Crosslake

**WHEREAS**, Minnesota Statutes, Section 394.32 provides that the governing body of any municipality may contract with the County Board for planning and zoning services to be provided by the County, and the contract may provide that the municipality shall pay such fees as agreed for the services performed; and

**WHEREAS**, the County of Crow Wing ("County") and the City of Crosslake ("City") recognize the importance of cooperating on land use issues in order to: promote and protect public health, safety and welfare; promote and provide for the orderly development of the county; and provide official controls to implement the goals and policies included in the respective comprehensive plans of the respective units of government; and

**WHEREAS**, the County and City desire to enter into a Memorandum of Understanding in order to cooperate in administering the City Zoning Ordinance within the City for the purpose of ensuring better consistency in land use regulations and in the implementation of those regulations; and

**WHEREAS**, the County and City desire to enter into a Memorandum of Understanding to ensure mutual understanding of each party to this Memorandum of their respective duties and responsibilities related to land use issues; and

**NOW THEREFORE IT IS AGREED**, by the County of Crow Wing and the City of Crosslake that Crow Wing County will enforce the Zoning Ordinance of the City of Crosslake within the incorporated area of the City of Crosslake; and

**It IS FURTHER AGREED**, by the County of Crow Wing and the City of Crosslake to cooperate in administering the City of Crosslake Zoning Ordinance in the City of Crosslake as set out in the attached exhibit of this Memorandum of Understanding.

COUNTY OF CROW WING

BY \_\_\_\_\_  
Chairman, Crow Wing County Board of Commissioners

DATE \_\_\_\_\_

ATTEST \_\_\_\_\_  
Administrator, Crow Wing County

CITY OF Crosslake

BY \_\_\_\_\_  
Mayor, City of Crosslake

DATE \_\_\_\_\_

ATTEST \_\_\_\_\_  
Administrator, City of Crosslake

## EXHIBIT

### A. Administrative Provisions

1. The County shall be responsible to review and approve all planning and zoning permit requests within the City.
2. Permit fees for review, approval, inspection and enforcement of SSTs shall be according to the most recent fee schedule approved by the City Council and remitted to the City.
3. Upon approval of this agreement, the City shall make payment to the County on a monthly basis in the amount of \$15,834 for the remainder of 2013 and all of 2014. Funding required for subsequent years shall follow B 7 of this agreement.
4. The County shall hire adequate staff to provide planning and zoning services to the City and said staff shall be located at the Crosslake City Hall.
5. The County shall conduct a minimum of one site inspection prior to issuing a permit.
6. The County shall manage the public hearing process for the City related to variances, plats, conditional use permits and zoning map amendments according to the City Zoning Ordinance and Minnesota Statutes 462.
7. The County shall enforce the City Zoning Ordinance within the City. The County will take appropriate action to bring parcels into compliance with the City Zoning Ordinance.
8. The City shall be responsible for pursuing any civil or criminal violations.

### B. Respective Duties and Responsibilities

1. The City shall provide the County copies of all existing permits, variances, conditional use permits, interim use permits and any other permits upon request of the County.
2. The County shall provide the City with copies of approved permits within the City within ten days of completion in an electronic format.
3. The County shall notify the City no less than 120 days to terminate this memorandum of understanding.
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5. If the County terminates the agreement, the County shall be responsible for associated costs such as unemployment insurance.
6. If the City terminates the agreement, the City shall be responsible for associated costs such as unemployment insurance.
7. This MOU is contingent upon the County and City agreeing upon a budget for subsequent year(s) of services to be provided by the County for the City. If a budget is not agreed upon by September 30 for the following year of service, this MOU becomes null and void.



### Chris Pence 2013 KPI's

- Issue permits within 10 business days after submittal of a complete application.
- Approve minor subdivisions within 10 business days after submittal of a complete application.
- Respond to call for service within 7 business days.
- Complaint site visit within 7 days.
- 75% closure enforcement rate
- Achieve 65% positive feedback on Employee Satisfaction Survey
- Achieve 90% customer feedback based on a customer service surveys
- Respond to customer inquiries within 24 hours.
- Zero lost time accidents.