

Mayor:  
Lee Hunt  
Councilmembers:  
Steve DeLapp  
Susan Dunn  
Dean Johnston  
Chuck Siedow

# Lake Elmo City Council

## Tuesday

### January 20, 2004

3800 Laverne Avenue No.  
Lake Elmo, MN 55042  
777-5510 777-9615 (fax)

**Please read:**

Since the City Council does not have time to discuss every point presented, it may appear that decisions are preconceived. However, staff provides background information to the City Council on each agenda item in advance; and decisions are based on this information and experience. In addition, some items may have been discussed at previous council meetings.

If you are aware of information that has not been discussed, please fill out a "Request to Appear Before the City Council" form; or, if you came late, raise your hand to be recognized. Comments that are pertinent are appreciated. Items may be continued to a future meeting if additional time is needed before a decision can be made.

## Agenda

**City Council Meeting Convenes 7:00 PM**

**Pledge of Allegiance**

**1. Agenda**

**2. Minutes**

January 6, 2004

**3. PUBLIC INQUIRIES/INFORMATIONAL:**

**A. Big Brothers Big Sisters of the Greater Twin Cities: Scott Johnson**

**B. 2004 Board of Appeal and Equalization Meeting: May 5, 2004**

**C. Employee and Volunteer Recognition Party**

**Public Inquiries/Informational** is an opportunity for citizens to bring the Council's attention any items not currently on the agenda. In addressing the Council, please state your name and address for the record, and a brief summary of the specific item being addressed to the Council. To allow adequate time for each person wishing to address the Council, we ask that individuals limit their comments to three (3) minutes. Written documents may be distributed to the Council prior to the meeting or as bench copies, to allow a more timely presentation.

**4. CONSENT AGENDA:**

**A. Memberships**

**(1) Greater Stillwater Chamber of Commerce**

**(2) Assoc. of Metropolitan Municipalities**

**(3) Sand Creek Group**

**B. Authorization for Professional Services**

**(1) 34<sup>th</sup> Street Lift Station Upgrades**

**(2) 2004 Bituminous Overlay Project**

**(3) 50<sup>th</sup> Street Pond Study**

Those items listed under the Consent Calendar are considered to be routine by the City Council and will be enacted by one motion under a Consent Calendar format. There will be no separate discussion of these items unless a Council member so requests, in which event, the item will be removed from the general order of business and considered separately in its normal sequence on the agenda.

<p><b>C. Resolution No. 2004-008 Approve Claims</b></p>		
<p><b>5. FINANCE</b>  <b>A.</b>  <b>6. NEW BUSINESS:</b>  <b>A. City Code Codification Services Agreement</b></p>		
<p><b>7. MAINTENANCE/PARK/FIRE/BUILDING:</b>  <b>A. Maintenance Dept: Compact Wheel Loader Replacement Purchase</b>  <b>B. Update on Building Dept. Activities: Jim McNamara</b></p>		
<p><b>8. CITY ENGINEER'S REPORT:</b></p>	<p>Tom Prew</p>	
<p><b>9. PLANNING, LAND USE &amp; ZONING:</b>  <b>A. OHW Setback Zoning Variance: Jeff Reed, 8056 Hill Trail</b>  <b>B. Community Facilities Committee Recommendations</b>  <b>C. Prairie Ridge Office Park Final Plat</b></p>	<p>C. Dillerud</p>	
<p><b>10. CITY ATTORNEY'S REPORT:</b>  <b>A. Update on Property Complaints</b></p>		
<p><b>11. CITY ADMINISTRATOR'S REPORT:</b>  <b>A. Personnel Policy and Flex Time</b>  <b>B. Personnel Policy Amendment – Personal Time Off (PTO)</b></p>		
<p><b>12. CITY COUNCIL REPORTS:</b>  <b>A. Mayor Hunt</b>  <b>B. Council Member DeLapp</b>  <b>C. Council Member Dunn</b>  <b>D. Council Member Johnston</b>  <b>E. Council Member Siedow</b></p>		

LAKE ELMO CITY COUNCIL MINUTES

JANUARY 6, 2004

1. AGENDA
2. MINUTES: December 16, 2003
3. PUBLIC INQUIRIES/INFORMATIONAL:
  - A. Public Inquiries
  - B. Lake Elmo Jaycees Proclamation
4. ORGANIZATIONAL MEETING:
  - A. Election of Acting Mayor
  - B. Designation of Legal Newspaper
  - C. Designation of Official Depositories for 2004
  - D. Appointment of City Engineer
  - E. Appointments of City Attorney (Civil and Criminal)
  - F. Appointment of Financial Advisor
  - G. Appointment of Auditing Firm
  - H. Planning Commission Appointments
  - I. Parks Commission Appointments
  - J. Community Improvement Commission Appointment
  - K. Cable Operator-Steve Press
  - L. IT: NextGenesis
  - M. Animal Control-Kathi Pelnar
5. CONSENT:
  - A. Resolution No. 2004-001 Approving Claims
  - B. Resolution No 2004-002 Final Payment for Eagle Point Blvd. I
  - C. Resolution No. 2004-003 Final Payment for Eagle Point Blvd II
  - D. Resolution 2004-004 Partial Payment for hill Trail N./50<sup>th</sup> Street
  - E. Final Payment for Painting and Repairs for Fire Station No. 1
  - F. Resolution No. 2004-005 Final Payment for 50<sup>th</sup> Street Reconstruction
6. NEW BUSINESS:
7. MAINTENANCE/PARK/FIR/BUILDING:
  - A. Update On Fire Dept. Activities: Chief Malmquist – Not In Attendance  
(1) Capitol City Mutual Aid Assoc. Agreement
8. CITY ENGINEER'S REPORT
9. PLANNING, LAND USE & ZONING:
10. CITY ATTORNEY'S REPORT:
  - A. Hazardous Structure on 37<sup>th</sup> Street
11. CITY ADMINISTRATOR'S REPORT:
  - A. Employee Pay Plan
  - B. Personnel Policy Amendment – (PTO)
  - C. Metropolitan Council

Mayor Hunt called the Council meeting to order at 7 p.m. in the Council chambers.

PRESENT: Siedow, Hunt, Johnston, DeLapp, City Attorney Filla, City Engineer Prew, Acting Finance Director Tom Bouthilet and Acting Administrator/Planner Dillerud.

ABSENT: Council member Dunn

1. **AGENDA**

Move to consent agenda Items C-J, ADD:Met Co. Appeal, Hidden Bay property and Update on former employee

M/S/P Siedow/DeLapp - to approve the January 6, 2004 City Council agenda, as amended. (Motion passed 4-0.)

2. **MINUTES:** December 16, 2003

M/S/P Siedow/Johnston -- to approve the December 16, 2003 City Council minutes, as amended. (Motion passed 4-0).

3. **PUBLIC INQUIRIES/INFORMATIONAL:**

A. Public Inquiries None

B. Lake Elmo Jaycee Proclamation

MAYOR HUNT PROCLAIMED THE WEEK OF JANUARY 18-24, 2004, AS JAYCEE WEEK AND URGED ALL CITIZENS OF OUR COMMUNITY TO GIVE FULL REGARD TO THE PAST AND CONTINUING SERVICE OF THE JAYCEES.

4. **ORGANIZATIONAL MEETING:**

A. Election of Acting Mayor

M/S/P Johnston/DeLapp -- to approve Council Member Susan Dunn as Acting Mayor for 2004. (Motion passed 4-0).

B. Designation of Legal Newspaper

Staff will use Lake Elmo Leader when turnaround time is available for legal notice, but will not double ads.

M/S/P DeLapp/Siedow -- to designate the Lake Elmo Leader and the Stillwater Gazette as the City's legal newspapers for 2004. (Motion passed 4-0).

C. Designation of Official Depositories for 2004

M/S/P Johnston/DeLapp -- to designate the Lake Elmo Bank, Wachovia Securities, Smith Barney Citigroup, and Northland Securities as the Cities' official depositories for 2004. (Motion passed 4-0).

D. Appointment of City Engineer

M/S/P Johnston/DeLapp -- to appoint Tom Prew/TKDA as the City Engineer for 2004. (Motion passed 4-0).

E. Appointment of City Attorney (Civil and Criminal)

M/S/P Johnston/DeLapp -- to appoint Jerry Filla, Peterson, Fram & Bergman as the City Attorney for 2004, both for criminal and civil matters. (Motion passed 4-0).

F. Appointment of Financial Advisor

M/S/P Johnston/DeLapp – to appoint Paul Donna, Northland Public Finance Group, as the City's Financial Advisor for 2004. (Motion passed 4-0).

G. Appointment of Auditing Firm

M/S/P Johnston/DeLapp – to appoint Steven R. McDonald, CPA, Abdo, Eick & Meyers, LLP as the City's Auditing Firm for 2004. (Motion passed 4-0).

H. Planning Commission Appointments

The terms of Commissioners Mark Deziel, Julie Ann Bunn, and Jennifer Pelletier expired on December 31, 2003. All three have requested reappointment.

M/S/P Johnston/DeLapp – to reappoint Mark Deziel, Julie Ann Bunn, and Jennifer Pelletier to the Planning Commission to 3-year terms that will expire on December 31, 2006. (Motion passed 4-0).

The terms of Old Village Special Projects Commissioners Todd Williams and Ann Bucheck expired on December 31, 2003. Todd Williams requested reappointment, but the City did not receive correspondence from Commissioner Bucheck.

M/S/P Johnston/DeLapp – to reappoint Todd Williams to the Old Village Projects Planning Commission to a 3-year term that will expire on December 31, 2006. (Motion passed 4-0).

I. Parks Commission Appointments

The terms of Commissioners Bob Schumacher, Steve Peterson, and John Heroff expired on December 31, 2003. Bob Schumacher and John Heroff have requested reappointment. Commissioner Boissonneault has moved out of Lake Elmo and resigned from the Parks Commission. Steve Peterson resigned after serving for approximately eleven years.

M/S/P DeLapp/Johnston – to reappoint Bob Schumacher and John Heroff to the Parks Commission to a 3-year term that will expire on December 31, 2006. (Motion passed 4-0).

Jim Lund was appointed First Alternate to the Parks Commission in 2003 and has indicated his preference to continue his role as an Alternate Member of the Parks Commission.

M/S/P DeLapp/Johnston – to reappoint Jim Lund as First Alternate Member of the Parks Commission. (Motion passed 4-0).

John Ames was appointed to the Parks Commission in 2003 as Second Alternate and should be granted status as a Full Voting Member, filling the position vacated by Steve Peterson.

M/S/P DeLapp/Johnston -- to appoint John Ames as Full Voting Member of the Parks Commission to begin a 3-year term that commences in January 2004 and expires on December 31, 2006 for the position vacated by Steve Peterson. (Motion passed 4-0).

There are currently two openings on the Parks Commission. The City received an application from Todd Bruchu dated December 8, 2003.

M/S/P DeLapp/Johnston -- to appoint Todd Bruchu as Full Voting Member of the Parks Commission to fill a position vacated by Eric Boissonneault for a 3-year term that expires on December 31, 2004. (Motion passed 4-0).

J. Community Improvement Commission Appointment

The City received applications from Anne Smith, 12153 Marquess Lane N., and Stacy Hawieson, Cimarron Park Office, 901 Lake Elmo Avenue.

M/S/P Johnston/DeLapp - to appoint Anne Smith and Stacy Hawieson to the Lake Elmo Community Improvement Commission. (Motion passed 4-0.)

K. Cable Operator: Steven Press

M/S/P Johnston/DeLapp -- to reappoint Steve Press as the City's Part-Time cable operator at \$10/Hr. for taping and broadcasting City meetings. (Motion passed 4-0).

L. IT: William Keran

M/S/P Johnston/DeLapp -- to reappoint NextGenesis, William Keran, as the City's computer service contractor. (Motion passed 4-0).

M. Animal Control: Kathi Pelnar

M/S/P Siedow/Johnston -- to approve the Animal Control Contract between the City and Kathi Pelnar to provide Animal Control Services for 2004. (Motion passed 4-0.)

5. CONSENT:

A. Resolution No. 2004-001 Approving Claims

M/S/P Siedow/Johnston -- to approve Claim Numbers 180, 181, DD84 through DD88, 24939 through 24953 that were used for Staff payroll dated December 23, 2003, and Claim Numbers 24954 through 24991 dated December 31, 2003 in the total amount of \$82,149.70. (Motion passed 4-0).

B. Resolution No. 2004-002 Final Payment for Eagle Point Blvd I

C. Resolution No. 2004-003 Final Payment for Eagle Pont Blvd II

M/S/P Siedow/Johnston -- to adopt Resolution No. 2004-002 approving Compensating Change Order in the amount of \$63,648.66 and Final Payment for Eagle Point Boulevard Phase I in the amount of \$33,659.66 to Tower Asphalt verified by the City Engineer's memo dated December 22, 2003. (Motion passed 4-0).

M/S/P Siedow/Johnston – to adopt Resolution No. 2004-003 Approving Compensating Change Order in the amount of (-)\$5,417.40 and Final Payment for Eagle Pint Boulevard Phase II in the amount of \$22,081.50 to Tower Asphalt, verified by the City Engineer's memo dated December 22, 2003. (Motion passed 4-0).

D. Resolution No. 2004-004 Partial payment for Hill Trail N./50<sup>th</sup> Street  
M/S/P Siedow/Johnston – to adopt Resolution No. 2004-004 Approving Compensating Change Order No. 1 in the amount of (-)\$10,464.87 and Partial Payment No. 3 in the amount of \$62,278.41 for Hill Trail North and 50<sup>th</sup> Street North to T.A. Schifsky, verified by the City Engineer's memo dated December 23, 2003. (Motion passed 4-0).

E. Final Payment for Painting & Repairs for Fire Station No. 1  
M/S/P Siedow/Johnston – to approve the Final Payment in the amount of \$22,522.00 to A.J. Spanjers Co., Inc. for exterior repairs for Fire Station No. 1, verified by T.Franzen's memo dated December 26, 2003. (Motion passed 4-0).

F. Resolution No. 2004-005 Final Payment for 50<sup>th</sup> Street Reconstruction  
M/S/P Siedow/Johnston – to adopt Resolution No. 2004-005 Approving Compensating Change Order No. 1 in the amount of \$35,860.11 and Final Payment to T.A. Schifsky in the amount to \$26,085.55 for 50<sup>th</sup> Street North Construction, verified by the City Engineer in his memo dated December 30, 2003. (Motion passed 4-0).

6. **NEW BUSINESS:**

7. **MAINTENANCE/PARK/FIRE/BUILDING:**

A. Update on Fire Department: Chief Malmquist (Not In Attendance)  
The Capital City Mutual Aid Agreement was reviewed and approved by the City Attorney. The duration of the agreement is for the date of execution to December 31, 2006, or roughly a three-year period.

M/S/P Siedow/Johnston – to approve the Capital City Mutual Aid Agreement dated November 12, 2003. (Motion passed 4-0).

8. **CITY ENGINEER'S REPORT:** None

9. **PLANNING, LAND USE & ZONING:** None

10. **CITY ATTORNEY'S REPORT:**

Attorney Filla gave a brief summary of revenues compared to legal expenses. He reported the mediation meeting for former employee Mike Buckles will be Wednesday, January 7<sup>th</sup> at the League of MN Cities Office.

A. Hazardous Structure on 37<sup>th</sup> Street

Attorney Filla reported the trial is schedule for spring. He has had some contact with the property owner's attorney regarding things that have been done. Filla will have a report for the next Council meeting.

## **11. CITY ADMINISTRATOR'S REPORT:**

### **A. Employee Pay Plan**

The Acting Administrator provided a new 2004 Pay Plan that the Council was introduced to and discussed at the December 30, 2003 Workshop. The only change he made to the Plan since December 30 is to remove the words "Draft" and "New" from the title. He pointed out on December 30 that the shaded cells on the Plan represent where the respective City staff will be placed on the Plan. That placement is dictated by the respective 2003 salaries plus 2.1%, and then the next even step. All employees have received their 2003 Performance Evaluation and Step adjustment on or about their anniversary dates.

M/S/P Johnston/Siedow – to adopt Resolution No. 2004-006, adopting the new 2004 Employee Pay Plan. (Motion passed 4-0.)

### **B. Personnel Policy Amendment – Personal Time off (PTO)**

The Acting Administrator reported at the December 30 workshop the Council was introduced to and discussed a Personal Time Off (PTO) Policy that would replace the City's existing vacation and sick leave policies. He provided a policy with some modifications that were discussed at the workshop. Under the Extended Illness Bank paragraph, Dillerud suggested removal of the word "consecutive" and should read "...only after an employee has used 10 days of Paid Time Off."

Under the Exempt Employee Flex-Time Guidelines paragraph, the Council discussed the proposed Flex-time for exempt employees on a 1:1 ratio for attending various meetings outside of their normal work day. The Council postponed action on this item until the January 20<sup>th</sup> Council meeting.

M/S/P Johnston/Siedow – to adopt Resolution No. 2004-007, as amended, Amending the City's Personnel Policy by deleting the "Vacation" and "Sick Leave" sections in their entirety; and adding a new section entitled "Personal Time Off". (Motion passed 4-0).

The Acting Administrator reported the City received a single proposal for medical insurance. The current vendor doesn't mention anything of cafeteria strategy. This item will be brought up at the January 20<sup>th</sup> Council meeting.

### **C. Metropolitan Council**

M/S/P Johnston/DeLapp – to direct the staff to appeal the decision of the Appeals Court to the Supreme Court. (Motion passed 4-0.)

## **12. CITY COUNCIL REPORTS:**

Council member DeLapp indicated there will be a meeting on Thursday, January 8, 7 p.m., at Century College with Rebecca Otto, who invited two former finance commissioners to talk about finances.

Council member Johnston reported AMM posted a link to the Court of Appeals decision in the Lake Elmo vs. Metropolitan Council case.



Council Adjourn the meeting at 7:50 p.m.

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Respectfully submitted by Sharon Lumby, Deputy Clerk

Resolution No. 2004-001 Approving Claims

Resolution No. 2004-002 Final Payment for Eagle Point Blvd I

Resolution No. 2004-003 Final Payment for Eagle Point Blvd II

Resolution No. 2004-004 Partial Payment for Hill Trail N./50<sup>th</sup> Street

Resolution No. 2004-005 Final Payment for 50<sup>th</sup> Street Reconstruction

Resolution No. 2004-006 2004 Employee Pay Plan

Resolution No. 2004-007 Personnel Policy Amendment – Personal Time Off (PTO)

DRAFT

MINUTES APPROVED: January 6, 2004  
LAKE ELMO CITY COUNCIL MINUTES

DECEMBER 16, 2003

6:00 P.M. EXECUTIVE SESSION: Met Council Litigation

Mayor Hunt called the Council meeting to order at 7 p.m. in the Council Chambers.  
PRESENT: Siedow, Dunn, Hunt, Johnston, DeLapp, City Engineer Prew, Attorney Filla,  
Acting Finance Director Tom Bouthilet, Building Official Jim McNamara, and Acting  
Administrator/Planner Dillerud.

1. **AGENDA**

ADD: 12C. December 26 city hall closed, 12D. Met Co Litigation, 12E. Proposal for  
Volunteer & Employee Recognition party, 12F. Personnel actions 12/2 as to how to  
proceed. Delete: 4B. per Tom Prew,  
Council member DeLapp brought up a letter with concerns on lighting from a particular  
property on Highway 5. The Planner responded staff is currently looking at our zoning,  
and he would write a letter to the property owner asking them to shield lights. If there is a  
problem, then Dillerud will bring the item to the Council.

M/S/P Dunn/Johnston - to approve the December 16, 2003 City Council agenda, as  
amended. (Motion passed 5-0).

2. **MINUTES**: December 2, 2003

M/S/P Johnston/Dunn - to approve the December 2, 2003 City Council minutes, as  
amended. (Motion passed 5-0).

3. **PUBLIC INQUIRIES/INFORMATIONAL:**

A. **Donation by Lake Elmo Jaycees**

Eric Sorenson, President of the Lake Elmo Jaycees, presented the Council with a check  
from for \$11,000 to refurbish the Council chambers.

4. **CONSENT AGENDA:**

A. **Appoint Alternate – Ramsey/Washington Cable Commission**

Lake Elmo's representative to the Ramsey/Washington Cable Commission, Ginny  
Holder, has requested the City to appoint an Alternate Member to the Commission to  
cover Commission meetings she is unable to attend. Ginny has recommended Amy  
Modean, 8312 Deer Pond Trail, be appointed as the Cable Commission Alternate  
Representative.

M/S/P DeLapp/Dunn – to appoint Amy Modean, 8312 Deer Pond Trail, as an Alternate  
Lake Elmo representative to the Ramsey/Washington Cable Commission. (Motion  
passed 5-0).

B. Wildflower Shores – Amend Landscape Plan, Accept Public Improvements and Release

The City Engineer certified that the public improvements constructed in the Wildflower Shores neighborhood are completed. The applicant has submitted a revised landscape plan that modifies wetland features of the site in keeping with DNR directions and adjusts interior trail design at one location. The City Planner indicated the DNR has decided not to accept some of the wetland bankings on the site. The numerous trees that died in the outlots have been replaced by the developer. Staff is working with Wildflower regarding additional tree plantings in the outlot that go beyond that of the approved landscape plan.

M/S/P DeLapp/Johnston – to accept the public improvements of Wildflower Shores; and, to release Travelers Insurance Bond 37SB103318163 verified by the recommendation of staff and the City Engineer. (Motion passed 5-0).

C. Old Village Plan Traffic Model/Analysis Recommendations

On October 21 the Council tabled the Old Village Plan and directed investigation of the potential physical impacts of the draft plan that the Planning Commission has recommended. The City had already contracted TKDA to complete surface water planning and public water system planning earlier this year—including the Old Village Area in both cases. That work is being paid for from the respective Enterprise Funds.

On October 21 the Council authorized a contract with North American Wetland Engineering to design and price the wastewater component of the draft Old Village Plan. The Planner indicated the only significant physical impact that should be quantified at this point is traffic, and he provided a proposal from TKDA to undertake the traffic modeling and analysis. The fee proposed of \$18,700 would be paid from the Tax Abatement Reserve Account.

M/S/P DeLapp/Dunn - to authorize the Mayor and Acting City Administrator to enter into a contract on behalf of the City with TKDA in the not-to-exceed amount of \$18,700 for the completion of traffic modeling and analysis of the Draft Old Village Plan and the fees would be taken out of the Tax Abatement Reserve Account. (Motion passed 5-0).

**10. CITY ATTORNEY'S REPORT:**

Attorney Filla reported the Discovery was due on the Hidden Bay property this week. The Building Official has taken photographs on the alleged hazardous building on 37<sup>th</sup> Street.

**11. CITY ADMINISTRATOR'S REPORT:**

A. Recommendation on Heavy Equipment Operator

Based on application data, reference checks and personal interviews, staff recommended the City hire Gerald T. Magnuson (GT) as a Heavy Equipment Operator. Mr. Magnuson

D. Met Co Decision

The Acting City Administrator reported the Minnesota Court of Appeals rendered their opinion and did not rule in the City's favor. Our attorneys and staff will come to the Council with some suggested strategies to pursue our options.

E. Volunteer Recognition Party

The Acting Administrator indicated the City will get back on track for this year to hold a Volunteer Recognition Party. He suggested the City extend the invite to employees and called it an employee recognition party. The City Attorney is reviewing the Brooklyn Park opinion on spouse attendance and will come back with a recommendation.

F. Human Resource-Employee Compensation

The Acting Administrator indicated he sent a memo dated December 2<sup>nd</sup> to Council per in response to a meeting of the HR. There were suggestions made on how to address compensation and he took the recommendation from the Springsted report on pay classification plan and adopt as the City's new pay plan and adopt the consultants' findings with how to address fringe benefits.

The City Council will hold a workshop to discuss the Employee Compensation Plan on Tuesday, December 30<sup>th</sup> at 5 p.m.

**12. CITY COUNCIL REPORTS:**

Council member DeLapp reported he was invited to a 3-day retreat with National Parks Service, an organization that will study planning and environmental issues for cities along the St. Croix River.

Council member Dunn attended the Fire Department Appreciation Night on December 13, 2003. Dunn asked that Baytown Township receive a copy of the letter from Brian LeClair.

It was noted that it would be nice if the decorative Christmas lights that worked could be installed. The Council wished everyone a Happy Holidays.

Council adjourned the meeting at 7:58 p.m.

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Respectfully submitted by Sharon Lumby, Deputy Clerk

Resolution No. 2003-103 Approve Claims

Resolution No. 2003-104 Adopt 2004-2008 Capital Improvement Program



**Big Brothers Big Sisters**  
of the Greater Twin Cities

3A.

January 7<sup>th</sup>, 2004

City Council  
The City of Lake Elmo  
3800 Laverne Avenue  
Lake Elmo, MN 55042

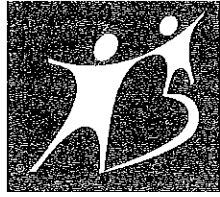
To whom it may concern:

Thank you for including us on the agenda for the City Council Meeting on January 20, 2004. Enclosed are materials describing Big Brothers/Big Sisters and the School-Based program to be included in the packet.

Thank you,

Scot Johnson  
Match Coordinator  
651-789-2449  
sjohnson@bigstwincities.org





# Big Brothers Big Sisters

of the Greater Twin Cities

## AGENCY OVERVIEW

### **Mission Statement**

The mission of Big Brothers Big Sisters is to make a positive difference in the lives of children and youth, primarily through a professionally supported one-to-one relationship with a caring adult, and to assist them in achieving their highest potential as they grow to become confident, competent, and caring individuals.

### **VISION**

Big Brothers Big Sisters of the Greater Twin Cities (BBBS) creates long-term friendships for children with committed, responsible adult volunteers to promote healthy child development.

### **VALUES**

At BBBS, we value: mentoring one child at a time; the contribution and commitment of volunteers; becoming a diversity rich organization, the professionalism of our staff; adapting as culture and society change; and fostering collaborative relationships.

### **GOVERNANCE**

BBBS is an independent, volunteer-directed community organization governed by a 40-member board of directors and is a member in good standing of Big Brothers Big Sisters of America.

- Board Chair: Kris Donnelly, Affinity Group
- Board Chair Elect: Greg Page, President, Cargill, Inc.
- President: Kathleen C. Pickering

### **OUR CHARTER**

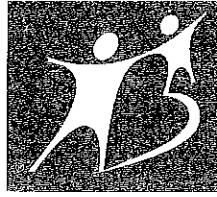
In July 2002, Big Brothers Big Sisters of Greater Minneapolis and Big Brothers Big Sisters of Greater St. Paul consolidated to become Big Brothers Big Sisters of the Greater Twin Cities. For over 80 years the Big Brothers Big Sisters' model of one-to-one professionally supported relationships has provided this area with a proven approach to reaching and helping children.

BBBS matches children, ages seven to thirteen, often living in single parent households. Seventy percent of the children BBBS serves receive free or reduced-priced school lunches and a significant number are children of color. Many are in trouble at school and most are unsupervised during the afternoon hours when incidents of youthful crime reach their highest point. These are children who will benefit most from an ongoing relationship with a caring adult just at the time when their world is expanding outside the home, before they may have slipped behind in school or become too susceptible to negative peer pressure.

All volunteers are at least 19 years of age, and the majority are residents of Minneapolis/St. Paul and surrounding suburbs. Prior to being accepted as a Big Sister or Big Brother, each volunteer completes a screening process, including a criminal background check, three personal references, a training session and a thorough interview with a professional match coordinator.

### **SERVICE AREA**

The service area of Big Brothers Big Sisters of the Greater Twin Cities includes the following counties: Anoka, Carver, Chisago, Dakota, Hennepin, Isanti, McLeod, Ramsey, Scott, Washington, & Wright.



**Big Brothers Big Sisters**  
of the Greater Twin Cities

## **School-based Mentoring**

**What is school-based mentoring?** School-based mentoring is a programming alternative for volunteers that easily fits into schedules and provides a break from the "adult" schedule. Big Brothers Big Sisters of the Greater Twin Cities is working with over 30 schools throughout the metro area. Volunteers go to the school and build a friendship with a child who can benefit from having a little extra adult attention.

### **What's the time commitment of school-based mentoring?**

Adult mentors are asked to commit to a child for one school year. The adult mentor will meet with their "Little" once a week for one hour.

### **What activities are available at school?**

With the help of the match coordinator and/or the child's teacher, the mentor and child will choose activities they both enjoy. Spending time in the library, the computer lab, the gym, or just reading or playing games in the classroom are all possibilities. Volunteers have the option to meet for lunch or after school to participate in additional activities planned by Big Brothers Big Sisters staff.

### **When and where do the mentor and child meet?**

The match will always meet at the school location. The mentor and the Big Brothers Big Sisters Match Coordinator will have an opportunity to discuss with school personnel the best time for the match to meet. A consistent weekly schedule is preferred but not necessary.

### **How do the children and volunteers become involved?**

Kids are referred to the program by their teachers or other school personnel, with the parent's approval. Each adult volunteer is matched with one Little Brother or Little Sister after full screening and training.

**Studies show that school-based mentors make a measurable difference in the life of a child. According to teachers involved nationwide with this program:**

- 64% of students develop more positive attitudes toward school!**
- 58% achieved higher grades in social studies, languages and math!**
- 60% improved relationships with adults and 56% improved relationships with peers!**
- 55% were better able to express their feelings!**
- 64% developed higher levels of confidence!**
- 62% were more likely to trust teachers!**



2550 University Avenue, Suite 410N, St. Paul, MN 55114

TEL: 651.789.2400 FAX: 651.789.2499 WEB: [www.bigstwinclfiles.org](http://www.bigstwinclfiles.org)

# Big Brothers Big Sisters Of the Greater Twin Cities School Program Evaluation Report

In the spring of 2003 Big Brothers Big Sisters conducted its first area wide school outcome evaluation. Surveys were given at the end of the school year to teachers, students and their Bigs. The purpose of this program study was to determine the impact of our school-based mentoring relationships and where the program was positively effecting youth development. Seventeen schools participated in this program and 318 students (grades 1 – 8) were matched with a school Big Brother or Big Sisters. The response rate for this survey varied with each group of participants.

- Teachers N=160
- Students N=180
- School Bigs N=100

Length of match (duration) was broken down into three categories:

- Six months or less N=138 (43.4%)
- Seven to twelve months N=117 (36.8%)
- Over twelve months N=63 (19.8%)

The majority of the students who participated in this survey were matched less than nine months.

## Key Findings

Survey results provide feedback on four key evaluation questions:

- Are Big Brothers Big Sisters relationships helping the student develop assets in the areas of confidence, competence and caring? (20 developmental assets were evaluated)
- Are match relationships of a high quality and mutually satisfying for the student and the Big?
- Do students, teachers and Bigs feel the program made a difference?
- How did the student change as a result of having a school Big Brother or Big Sister.



would change centered around having more contact with the Big, both in and out of school. They also wanted to see their Bigs stay involved for years to come.

The following are examples of comments from the individuals involved in/or observing this program:

**Assistant Principal** – “absolutely beneficial and effective – all my students were matched with wonderful Bigs.”

**Teachers** – “These friendships are very important.” Kids need someone to discuss life issues with.”

“Big Brothers and Big Sisters helped my students blossom and open up.”  
“I would really like to see Big Brother Big Sisters continue. Students need a positive and supportive friend.”

“I’ve seen positive results in student behavior and performance.”

“My students have built great relationships with positive role models.”

**Bigs** – “My little Brother feels he’s accountable to me. He now takes pride in his work and we share his academic struggles and successes.”

“My Little Sister struggles with many life issues. – fear, friends and family concerns. I feel she is happier and more relaxed as a result of our relationship.

#### **Students:**

- “She opened my eyes to a new kid”.
- “My Big helped me become a better person.”
- “She challenged me to do my best.”
- I think more, make sure my answers are correct, get better grades.
- My attitude and behavior has changed.
- I’m nicer to people, get along better with peers.
- I am more respectful of my teachers.
- I learned to calm down, control my anger.
- I don’t get into fights as much.
- I feel better about myself, don’t cry at school anymore.
- “Life is better.”

#### **How can we improve the program?**

- Offer more flexibility in the times we can see students.
- Only select students who are motivated for this program.
- Students with serious attitude behavior problems aren’t a good fit for this program.
- Don’t offer the program to students who are already doing well.

<b>Lake Elmo City Council January 20, 2004</b>	<b>Agenda Section: PUBLIC INFORMATIONAL</b>	<u><b>No. 3B.</b></u>
<u><b>Agenda Item: 2004 BOARD OF APPEAL AND EQUALIZATION MEETING</b></u>		
<p><u><b>Background Information for January 20, 2004:</b></u>  The Lake Elmo Board of Review will meet at City Hall on Wednesday, May 5, 2004, between the hours of 4:00 and 6:00 for the purpose of reviews and correcting the assessment of said Real Estate for the year 2004. The 2004 Assessment Report will be delivered to the City prior to the board meeting.</p>		
<u><b>Action Items:</b></u> <b>Announce May 5, 2004 as the date of the 2004 Board of Review</b>	<u><b>Person responsible:</b></u> S.Lumby	
<u><b>Attachments:</b></u>		

2004 tentative meeting schedule

Board of Appeal and Equalization & Open Book Meetings

The 2nd meeting must be held within 20 days of the 1st meeting. The 20 day count starts ON the 1st meeting date.

City/ Township	Format	Day	1st meeting	Time	2nd meeting	Time
West Lakeland	Board	Monday	April 5, 2004	9-10 am		
Grey Cloud	Board	Monday	April 5, 2004	5:00-6:00		
New Scandia	Board	Tuesday	April 6, 2004	9-10 am		
Lakeland	Board	Tuesday	April 6, 2004	5:30-6:30		
Oak Park Heights	Board	Tuesday	April 6, 2004	6:00-7:00		
Pine Springs	Board	Tuesday	April 6, 2004	7:30-8:30		
Marine	Board	Wednesday	April 7, 2004	9-10 am		
<del>Regional Open Book</del>	<del>Cottage Grove</del>	<del>Wednesday</del>	<del>April 7, 2004</del>	<del>5:00-7:00</del>		
Mahtomedi	Board	Tuesday	April 13, 2004	5:00-6:00		
Baytown	Board	Wednesday	April 14, 2004	4:00-5:00		
Stillwater Twp	Board	Thursday	April 15, 2004	5:00-6:00		
Grant	Board	Monday	April 19, 2004	6:00-7:00		
May	Board	Tuesday	April 20, 2004	9-10 am		
Afton	Board	Tuesday	April 20, 2004	5:00-6:00		
<del>Regional Open Book</del>	<del>Oakdale</del>	<del>Wednesday</del>	<del>April 21, 2004</del>	<del>5:00-7:00</del>		
Dellwood	Board	Monday	April 26, 2004	5:00-6:00		
Denmark	Board	Tuesday	April 27, 2004	4:30-5:30		
St Mary's Point	Board	Tuesday	April 27, 2004	6:30-7:30		
Hugo	Board	Thursday	April 29, 2004	10-11 am		
Lakeland Shores	Board	Thursday	April 29, 2004	7:00-8:00		
Woodbury	Board	Thursday	April 29, 2004	7:00-8:00	May 12, 2004	7:00
Forest Lake	Board	Monday	May 3, 2004	5:30-7:00		
<del>Regional Open Book</del>	<del>Stillwater</del>	<del>Wednesday</del>	<del>May 5, 2004</del>	<del>4:00-7:00</del>		
* Lake Elmo	Board	Wednesday	May 5, 2004	4:00-6:00		
Lake St Croix Beach	Board	Thursday	May 6, 2004	6:00-7:00		
Willernie	Board	Monday	May 10, 2004	5:30-6:30		
<del>County Board</del>	<del>Board</del>	<del>Tuesday</del>	<del>June 15, 2004</del>	<del>1:00-2:00</del>	<del>June 22, 2004</del>	<del>1:00-2:00</del>
<del>Application deadline for County Board</del>			<del>May 21, 2004</del>			

<p>Lake Elmo City Council January 20, 2004</p>	<p>Agenda Section: PUBLIC INFORMATIONAL</p>	<p><u>No. 3C.</u></p>
<p><b><u>Agenda Item:</u> Employee and Volunteer Recognition Party</b></p>		
<p><b><u>Background Information for January 20, 2004:</u></b>  The Employee and Volunteer Recognition Party will be held at the Machine Shed, Pavilion Room, on Friday, February 20, 2004. There will be Hors d'Oeuvres (cash bar) at 6:00 p.m. with dinner at 7:00 p.m. The City will extend invitations to all employees, community volunteers and their spouses/guest to attend the Annual Recognition Party.</p>		
		<p><b><u>Person responsible:</u></b> S.Lumby</p>
<p><b><u>Attachments:</u></b></p>		

<p>Lake Elmo City Council January 20, 2004</p>	<p>Agenda Section: CONSENT AGENDA</p>	<p><u>No. 4A.</u></p>
<p><b><u>Agenda Item: MEMBERSHIPS</u></b>  (1) Greater Stillwater Chamber of Commerce  (2) Association of Metropolitan Municipalities  (3) Sand Creek Group</p>		
<p><b><u>Background Information for January 20, 2004:</u></b>  The following memberships are up for renewal for Year 2004.</p> <p>(1) Greater Stillwater Chamber of Commerce: Annual Membership Dues of \$325.00</p> <p>(2) Association of Metropolitan Municipalities: \$2,422.00</p> <p>(3) Sand Creek Group: \$750.00.</p>		
<p><b><u>Action Items:</u></b>  Approve the memberships for 2004</p>	<p><b><u>Person responsible:</u></b>  S.Lumby</p>	
<p><b><u>Attachments:</u></b></p>		



# Invoice

DATE	INVOICE #
1/5/2004	1585

**P.O. Box 516**  
**106 S. Main St.**  
**Stillwater, MN 55082**  
**651-439-4001**

**BILL TO:**

City of Lake Elmo  
 attn: Mayor Lee Hunt  
 3800 Laverne Ave. N.  
 Lake Elmo, MN 55042

TERMS	RENEWAL MO
Net 20 days	January

DESCRIPTION	AMOUNT
Annual Membership Dues @ 11-15 full time equivalent employees	325.00

<b>Total</b>	<b>\$325.00</b>
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Association of  
Metropolitan  
Municipalities

December 30, 2003

Mr. Charles Dillerud  
Acting Administrator  
3800 Laverne Avenue North  
Lake Elmo, MN 55042

Dear Charles:

Enclosed please find an invoice for your city's 2004 AMM membership dues. As we noted in our preliminary dues notice this past summer, the AMM Board of Directors has reduced our 2004 operating budget and frozen member dues at their 2003 level in an effort to respond to these challenging economic times. Your continued membership and participation in AMM is greatly appreciated.

During 2004, AMM will be focusing its legislative efforts on the state budget, spending and expenditure limits including levy limits, transportation funding and regional government issues. At the regional level, we will be closely monitoring the Metropolitan Council's work developing the four policy plans that coincide with the 2030 Framework.

Again, thank you for your continued membership. If you have any questions or if we can be of assistance at any time throughout the year, please don't hesitate to call me at (651) 215 - 4001.

Sincerely,

Eugene Ranieri  
Executive Director

145 University Avenue West  
Saint Paul, Minnesota 55103-2044  
Telephone: (651) 215-4000  
Fax: (651) 281-1299  
E-mail: amm@amm145.org

# Association of Metropolitan Municipalities (AMM)

145 University Ave W, St. Paul, MN 55103-2044

Phone: 651-215-4000

**Sales  
Order  
#605**

<b>SOLD TO</b> Account # 564 Phone:
Charles Dillerud c/o Lake Elmo 3800 Laverne Ave N Lake Elmo, MN 55042, USA

<b>SHIP TO</b> Phone:
Charles Dillerud c/o Lake Elmo 3800 Laverne Ave N Lake Elmo, MN 55042, USA

**Date Ordered:** 12/30/2003

**Account Terms:** Net 30

**Shipper:**

**Due Date:** 01/30/2004

**Tax Status:** Taxable

**Salesperson:** Laurie Jennings

**Customer PO:**

**Reference:** 2004 Membership Dues

Item #	Description	Unit Ordered	Ship	Tax	Unit Price	Total
	Membership Dues for the City of Lake Elmo	1	0	<input type="checkbox"/>	\$2,422.00	\$0.00

*Thank you!*

Pretax Subtotal: \$ 2,422.00

Taxable Items: \$ 0.00

Nontaxable Items: \$ 2,422.00

0 Percent Sales Tax: \$ 0.00

Amount Paid as of Printout Date: \$ 0.00

Balance Due as of Printout Date: \$2,422.00

**Sales Order Total: \$ 2,422.00**

101-410-110-44330





333 North Main Street  
Suite 203  
Stillwater, MN 55082  
(651) 430-3383  
www.sandcreekeap.com

*INNOVATORS IN BEHAVIORAL HEALTH CARE*

*Employee Assistance Agreement*

*between*

*The Sand Creek Group, Ltd.*

*and*

*The City of Lake Elmo*

*I. Services Provided:*

*The program contract includes the following services:*

- 1. Full service coverage for The City of Lake Elmo employees and their household members.*
- 2. Employee Assistance personnel policy development and consultation.*
- 3. Supervisory training of management personnel in the use of the program.*
- 4. Employee orientation seminars to familiarize your employees with the services available to them.*
- 5. Promotional materials including brochures, posters and newsletter articles to keep your Employee Assistance Program visible to your employees, and their families.*
- 6. Ongoing consultations with managers and supervisors to assist them in utilizing the EAP within your organization.*
- 7. Confidential assessment, referral and brief counseling to be provided to all employees, and their family members. Up to four sessions of counseling based on the clinical recommendation of EAP counselor. Each session being comprised of one clinical hour. All of the employees of The City of Lake Elmo and their family members may contact The Sand Creek Group for assessment, brief counsel and, when necessary, referral free-of-charge to them. No limit is placed on the number of assessments and referrals made annually. All contact is strictly confidential.*
- 8. 24 hour telephone crisis intervention.*
- 9. Worksite visits from an EAP representative to continually evaluate the status of the program and your satisfaction.*

**II. Coordination of Services:**

*The City of Lake Elmo agrees to work with the EAP representative in informing its employees of this agreement and the services which are available to them.*

**III. Use of Name:**

*The City of Lake Elmo agrees to allow The Sand Creek Group, Ltd. to list the City as a customer on promotional materials.*

**IV. Eligibility:**

*All employees of The City of Lake Elmo and members of their household who are experiencing personal, emotional, family or social problems which have direct, indirect or potential effects on work performance or personal well being, are eligible for the services of the Employee Assistance Program.*

**V. Employee Participation:**

*A working policy of the EAP is that Employee participation in the EAP will affect neither future employment or advancement nor protect employee from disciplinary action for continued substandard performance.*

**VI. Reporting:**

*The Sand Creek Group, Ltd. will provide quarterly reports on program utilization.*

*No information on individual employees will be released outside of The Sand Creek Group without the written consent of the employee.*

**VII. Retainer Cost:**

*The annual retainer charged by The Sand Creek Group, Ltd. for the employee services is as follows:*

*Number of employees 10*

*Annual EAP Administrative Fee \$750.00*

*Term of Contract February 15, 2004 to February 14, 2005*

**Optional Services:**

<i>Organization Development Services</i>	<i>\$200.00 per hour</i>
<i>Trauma Team Services</i>	<i>\$200.00/hour/counselor</i>
<i>Bag Lunch Seminars:</i>	<i>\$200.00 per hour of presentation/facilitation</i>

*The Sand Creek Group, Ltd.  
S.D.G.*

VIII. Fee for Ongoing Counseling:

Payment for any ongoing counseling services beyond the initial diagnostic screening will be the responsibility of the employee/family member.

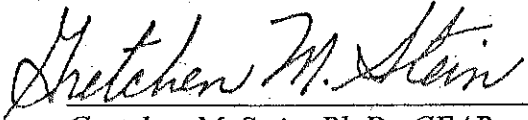
IX. Modification or Termination of Contract:

This contract may be modified in writing at any time by the mutual consent of the parties.

Either The City of Lake Elmo or The Sand Creek Group, Ltd. may cancel this agreement at any time upon 90 day notice, in writing, to the other party.

The Sand Creek Group, Ltd.

The City of Lake Elmo



Gretchen M. Stein, Ph.D., CEAP  
President & Chief Executive Officer  
The Sand Creek Group, Ltd.

4/7/04  
Date

\_\_\_\_\_  
Date

GMS:jes

Lake Elmo  
City Council  
January 20,  
2004

Agenda Section: CONSENT AGENDA

No. 4B.

Agenda Item: Authorization for Professional Services

- (1) 34<sup>TH</sup> Street Lift Station Upgrades
- (2) 2004 Bituminous Overlay Project
- (3) 50<sup>th</sup> Street Pond Study

Background Information for January 20, 2004:

(1) 34<sup>th</sup> Street Lift Station Upgrades

The City Engineer is requesting authorization for professional services to upgrade the 34<sup>th</sup> Street Lift Station at an estimated amount of \$3,000. Upgrades to include construction of separate valve vault to contain check valves and control valves, replacement of plastic piping with stainless steel pipes, and replacement of pump lifting chains and rails with stainless steel.

M/S/P to authorize the professional services of Tom Prew, TKDA, for the 34<sup>th</sup> Street Lift Station Upgrades at an estimated cost of \$3,000, verified by the City Engineer in his professional services agreement dated January 8, 2004.

(2) 2004 Bituminous Overlay Project

The City Engineer is requesting authorization for professional services for the bituminous overlay projects at an estimated cost of \$10,000 for the following streets:

49<sup>th</sup> Street  
Jane Circle  
Jasper Avenue  
Jerome Avenue

M/S/P to authorize the professional services of Tom Prew, TKDA, for the 2004 Bituminous Overlay Projects at an estimated cost of \$10,000, verified by the City Engineer in his professional services agreement dated January 8, 2004.

(3) 50<sup>th</sup> Street Pond Study (Wetland near the intersection of 50<sup>th</sup> Street and Hill Trail)

The City Engineer is requesting authorization for professional services for the 50<sup>th</sup> Street Pond Study at an estimated cost of \$12,000. The purpose of the study is two fold. First, to determine if a gravity or pumped outlet could be constructed to reduce the possibility of flooding. Second, to determine if this pond can be used as a detention basin for street runoff. Currently the street runoff discharges directly to Lake Olson

M/S/P to authorize the professional services of Tom Prew, TKDA, for the 50<sup>th</sup> Street Pond Study at an estimated cost of \$12,000, verified by the City Engineer in his professional services agreement dated January 8, 2004.

CITY OF LAKE ELMO, MINNESOTA  
AUTHORIZATION FOR PROFESSIONAL SERVICES

TO: Toltz, King, Duvall, Anderson  
and Associates, Incorporated  
1500 Piper Jaffray Plaza  
444 Cedar Street  
St. Paul, Minnesota 55101

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Pursuant to our Agreement dated February 2, 1988, you are hereby authorized to proceed with the professional services described as follows:

50TH STREET POND STUDY

I. PROJECT DESCRIPTION

The wetland near the intersection of 50th Street and Hill Trail has been a problem for a number of years. There are two homes built low next to this land-locked pond which have experienced continual problems with high water levels.

The purpose of this study is two fold. First, to determine if a gravity or pumped outlet could be constructed to reduce the possibility of flooding. Second, to determine if this pond can be used as a detention basin for street runoff. Currently the street runoff discharges directly to Lake Olsen.

If approval is given for this Project, construction of an outlet and other improvements would be done.

II. SERVICES TO BE PROVIDED BY TKDA

Based on TKDA'S understanding of the Project, we propose to provide the following services:

A. PLANS

1. Study and Report Phase

Upon receipt of authorization to proceed with the Study and Report Phase, TKDA shall:

- a. Consult with the OWNER to clarify and define the OWNER'S requirements for the Project and review available data.

- b. Advise the OWNER as to the necessity of the OWNER'S providing or obtaining from others, data or services of the type(s) described under the General Agreement and act as the OWNER'S representative in connection with any such services.
- c. Identify and analyze requirements of governmental authorities having jurisdiction to approve the design of the Project and participate in consultations with such authorities.
- d. Perform a limited topographic survey of the pond and low structures around it.
- e. Conduct professional studies and evaluations resulting in the preparation of a Report containing:
  - 1) Schematic layouts, sketches, and conceptual design criteria to indicate the considerations involved,
  - 2) Alternative solutions available to the OWNER,
  - 3) TKDA'S opinion of probable construction costs, and
  - 4) TKDA'S findings and recommendations.
- f. Furnish 10 copies of the Study and Report, and review them with the OWNER.

2. Preliminary Design Phase

Upon receipt of authorization to proceed with the Preliminary Design Phase, TKDA shall:

- a. In consultation with the OWNER and on the basis of the accepted Study and Report, confirm the general scope, extent and character of the Project.
- b. Advise OWNER as to the necessity of OWNER'S providing or obtaining from others data or services of the type(s) described under the General Agreement, and act as OWNER'S representative in connection with any such services. As a minimum, the following special services will be required in connection with this phase of the Project:
  - 1) Wetland Delineation: TKDA shall subcontract with a qualified wetland delineator.
  - 2) Topographic Survey: TKDA shall conduct field surveys as appropriate for preliminary design purposes.

3) Property, Easement or Right-of-Way Surveys: The OWNER shall contract directly with a Registered Land Surveyor to establish or locate necessary property, boundary, easement or right-of-way monuments or lines, and/or to prepare related legal descriptions and plats.

c. Prepare preliminary design documents consisting of final design criteria, preliminary drawings, outline specifications, opinion of probable construction costs, and findings and recommendations; and review with the OWNER.

3. Final Design Phase

On the basis of the approved Preliminary Design Phase documents, TKDA shall:

a. Advise the OWNER as to the necessity of the OWNER'S providing or obtaining from others, additional data or services of the type(s) described under the General Agreement, and act as the OWNER'S representative in connection with any such services. As a minimum, those special services identified above as being required during the Preliminary Design Phase, will be supplemented to the extent necessary for Final Design.

b. Prepare for incorporation in the Contract Documents final drawings and specifications setting forth in detail the requirements for the construction of the Project.

c. Assist the OWNER in connection with the OWNER'S responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

d. Advise the OWNER of any adjustments to the latest opinion of probable construction cost caused by changes in extent or design requirements of the Project and furnish a revised opinion of probable construction cost based on the drawings and specifications.

e. Prepare for review and approval by the OWNER, his legal counsel and other advisors contract agreement forms, general conditions, supplementary conditions, bid forms, invitations to bid and instructions to bidders, and assist in the preparation of other related documents.

f. Submit copies of the above documents and of the drawings and specifications to the OWNER. Make minor revisions and adjustments following the OWNER'S review.

B. CONSTRUCTION ADMINISTRATION

1. Bidding Phase

During the Bidding Phase, TKDA shall:

- a. Reproduce final Contract Documents and related Contract Forms for bidding and construction purposes.
- b. Assist the OWNER in obtaining bids for one prime contract.
- c. Prepare bid tabulation.
- d. Assist the OWNER in evaluating bids and in assembling and awarding the contract.

2. Construction Phase - General Services

During the Construction Phase, TKDA shall provide the following general services:

- a. Consult with and advise the OWNER and act as the OWNER'S representative as provided in the Contract Documents.
- b. Attend and assist the OWNER with pre-construction conference to be attended by the Contractor, the OWNER and others as may be requested by the OWNER.
- c. Provide reference points, on a one-time basis, for the Contractor's use in laying out the work, said reference points to be based upon property, boundary, easement, or right-of-way surveys provided by the OWNER pursuant to the General Agreement.
- d. Make visits to the site at intervals appropriate to the various stages of construction to observe as an experienced and qualified design professional, the progress and quality of the executed work of the Contractor and to determine in general if such work is proceeding in accordance with the Contract Documents.
- e. Review and approve (or take other appropriate action with respect to) Shop Drawings (as that term is defined in the Contract Documents), samples, and other data which the Contractor is required to submit, but only for conformance with the design concept of the Project and compliance with the information given in the Contract Documents. Such reviews and approvals or other action shall not extend to means, methods, techniques, sequences or procedures of construction or to safety precautions and programs incident thereto.



- f. Issue all instructions of the OWNER to the Contractor; issue necessary interpretations and clarifications of the Contract Documents and in connection therewith, prepare change orders as required; have authority, as the OWNER'S representative, to require special inspection or testing of the work.
- g. Based on TKDA'S periodic on-site observations as an experienced and qualified design professional, determine payments to the Contractor in such amounts; such recommendations of payment will constitute a representation to the OWNER, based on such observations and review, that the work has progressed to the point indicated, that, to the best of TKDA'S knowledge, information and belief, the quality of such work is in accordance with the Contract Documents.
- h. Conduct an inspection to determine if the Project is substantially complete and a final inspection to determine if the work appears to have been completed in accordance with the Contract Documents and if the Contractor has fulfilled all of his obligations thereunder, so that TKDA may recommend, in writing, final payment to Contractor and may give written notice to the OWNER and the Contractor that the work is acceptable (subject to any conditions therein expressed).
- i. TKDA shall not have control or charge of and shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, for acts or omissions of the Contractor, Subcontractors or any other persons performing any of the Work, or for the failure of any of them to carry out the Work in accordance with the Contract Documents.

3. Construction Phase - Resident Services

In addition to the above General Services, TKDA shall provide the services of a Resident Project Representative (and assistants as agreed) at the site to assist TKDA and to provide more continuous observation of the Contractor(s) work. The Resident Project Representative (and any assistants) will be TKDA'S agent or employee and under TKDA'S supervision. Resident Project Representative's dealings in matters pertaining to the on-site work shall in general, be only with TKDA and the Contractor, and dealings with subcontractors shall only be through or with full knowledge of the Contractor. Written communication with the OWNER will be only through or as directed by TKDA. Through the observations of the work in progress and field checks of materials and equipment by the Resident Project Representative, TKDA shall endeavor to provide further protection for the OWNER against defects and deficiencies in the work of the Contractor; but the furnishing of such resident Project representation will not make TKDA responsible for construction means, methods, techniques, sequences or procedures or for safety precautions or programs, or for the Contractor's failure to perform his work in accordance with the Contract Documents.

### III. ADDITIONAL SERVICES

If authorized in writing by OWNER, TKDA shall furnish or obtain from others Additional Services of the types listed below which are not considered as normal or customary services. Additional Services shall be compensated for on an Hourly Rate basis as defined in the General Agreement, a part hereof, and such compensation shall be over and above any maximums or lump sum amounts set forth in this Authorization.

- A. Registered land or right-of-way surveys, right-of-way mapping; plats; legal descriptions; land appraisals, negotiations and/or related services.
- B. Investigations of existing conditions or facilities or to make measured Drawings thereof, or to verify the accuracy of Drawings or other information furnished by the OWNER.
- C. Soil borings and laboratory tests for design purposes; field and/or laboratory tests taken during construction to determine compliance with the Contract Documents.
- D. Providing analyses of the OWNER'S needs and programming the requirements of the Project; investigations involving detailed consideration of operations, maintenance and overhead expenses; providing Value Engineering during the course of design; the preparation of cash flow and economic evaluations, rate schedules and appraisals; assistance in obtaining financing for the Project; detailed quantity surveys of material, equipment and labor.
- E. Preparation of applications and supporting documents for governmental grants, loans or advances in connection with the Project; preparation or review of environmental assessments and impact statements; review and evaluation of the effect on the design requirements of the Project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Project.
- F. Services resulting from significant changes in extent of the Project or its design including, but not limited to, changes in size, complexity, the OWNER'S schedule, or character of construction or methods of financing; and revising previously accepted studies, reports, design documents or Contract Documents when such revisions are due to causes beyond TKDA'S control.
- G. Furnishing the services of special consultants for other than the normal civil, structural, mechanical and electrical engineering and normal architectural design incidental thereto; providing renderings or models for the OWNER'S use; and providing data or services of the types described in the General Agreement when the OWNER authorizes TKDA to provide such data or services in lieu of furnishing the same in accordance with the General Agreement.
- H. Services in connection with change orders provided such change orders are required by causes not solely within the control of TKDA; services after the award of each contract in evaluating substitutions proposed by the Contractor(s); and in making revisions to Drawings and Specifications occasioned thereby, and services resulting from significant

delays, changes or price increases occurring as a direct or indirect result of material, equipment or energy shortages.

- I. Preparing for the OWNER, on request, a set of reproducible record prints of Drawings showing those changes made during the construction process, based on the marked-up prints, drawings and other data furnished by the Contractor(s) to TKDA and which TKDA considers significant.
- J. Additional or extended services during construction made necessary by:
  - 1. Contractor's schedule; delays in construction caused by inclement weather, strikes or material shortages or unavailability.
  - 2. Significant amount of defective or neglected work of the Contractor; default by the Contractor.
  - 3. Work damaged by fire or other causes during construction.
  - 4. Significant substitutes proposed by the Contractor; unreasonable number of claims submitted by the Contractor or others.
  - 5. Observations during any guarantee period, and related services.
- K. Preparation of operating and maintenance manuals; protracted or extensive assistance in the utilization of any equipment or system (such as initial startup, testing, adjusting and balancing); and training personnel for operation and maintenance.
- L. Preparing to serve or serving as expert witness in connection with any legal or arbitration proceeding.
- M. Additional services in connection with the Project, including services not normally furnished by the OWNER and services not otherwise provided for in this Authorization and the General Agreement, a part hereof.

#### IV. OWNER'S RESPONSIBILITIES

The OWNER'S responsibilities shall be as set forth in our General Agreement and as further described or clarified hereinbelow:

- A. Designate one individual to act as the OWNER'S representative with respect to the work to be performed, and such person shall have complete authority to transmit instructions, receive information, interpret and define policies, and make decisions with respect to critical elements pertinent to the Project.
- B. Provide TKDA with access to the site as required to perform services listed in SECTION II above.

V. PERIOD OF SERVICE

TKDA will start services promptly upon receipt of this executed Authorization and complete services by April 1, 2004.

VI. COMPENSATION

Compensation to TKDA for services provided under SECTION II.A.1 Study and Report Phase of this Authorization shall be on an Hourly Rate basis as defined in the General Agreement, this amount is estimated to be \$12,000.

If it appears at any time that charges for services rendered under SECTION II.A.1 will exceed the above amount, TKDA agrees that it will not perform services or incur costs which result in billing in excess of such amount until it has been advised by the OWNER that additional funds are available and its services can continue.

Work under SECTIONS II.A.2 and 3, and II.B shall be on an Hourly Rate basis, and shall proceed only after authorization by the OWNER. A fee estimate for this work will be give as part of the Study and Report Phase.

Approved at a \_\_\_\_\_ meeting of the \_\_\_\_\_ on \_\_\_\_\_, 20\_\_\_\_\_.

By \_\_\_\_\_ Attest \_\_\_\_\_

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Consultant Acceptance by \_\_\_\_\_, \_\_\_\_\_, 20\_\_\_\_\_.  
Authorized TKDA Representative

CITY OF LAKE ELMO, MINNESOTA  
AUTHORIZATION FOR PROFESSIONAL SERVICES

TO: Toltz, King, Duvall, Anderson  
and Associates, Incorporated  
1500 Piper Jaffray Plaza  
444 Cedar Street  
St. Paul, Minnesota 55101

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Pursuant to our Agreement dated February 2, 1988, you are hereby authorized to proceed with the professional services described as follows:

2004 BITUMINOUS OVERLAY PROJECT

I. PROJECT DESCRIPTION

In accordance with the Adopted 2004-2008 CIP, the following streets are scheduled to be overlaid in 2004:

49th Street  
Jane Circle  
Jasper Avenue  
Jerome Avenue

II. SERVICES TO BE PROVIDED BY TKDA

Based on TKDA'S understanding of the Project, we propose to provide the following services:

A. PLANS

1. Feasibility Report Phase

Upon receipt of authorization to proceed with the Feasibility Report Phase, TKDA shall:

- a. Consult with the OWNER to clarify and define the OWNER'S requirements for the Project and review available data.
- b. Advise the OWNER as to the necessity of the OWNER'S providing or obtaining from others, data or services of the type(s) described under the

General Agreement and act as the OWNER'S representative in connection with any such services.

- c. Identify and analyze requirements of governmental authorities having jurisdiction to approve the design of the Project and participate in consultations with such authorities.
- d. Conduct professional studies and evaluations resulting in the preparation of a Feasibility Report containing one preliminary design, opinion of probable construction costs, preliminary assessment roll, Statement of Feasibility, and Project schedule, in accordance with the provisions of Minnesota Rules 429.
- e. Furnish 10 copies of the Feasibility Report, and review them with the OWNER.

2. Final Design Phase

On the basis of the approved Feasibility Report, TKDA shall:

- a. Advise the OWNER as to the necessity of the OWNER'S providing or obtaining from others, additional data or services of the type(s) described under the General Agreement, and act as the OWNER'S representative in connection with any such services.
- b. Prepare for incorporation in the Contract Documents final Drawings and Specifications setting forth in detail the requirements for the construction of the Project.
- c. Assist the OWNER in connection with the OWNER'S responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.
- d. Advise the OWNER of any adjustments to the latest opinion of probable construction cost caused by changes in extent or design requirements of the Project and furnish a revised opinion of probable construction cost based on the drawings and specifications.
- e. Prepare for review and approval by the OWNER, his legal counsel and other advisors Contract Agreement Forms, general conditions, supplementary conditions, bid forms, invitations to bid and instructions to bidders, and assist in the preparation of other related documents.
- f. Submit copies of the above documents and of the Drawings and Specifications to the OWNER. Make minor revisions and adjustments following the OWNER'S review.

B. CONSTRUCTION ADMINISTRATION

1. Bidding Phase

During the Bidding Phase, TKDA shall:

- a. Reproduce final Contract Documents and related Contract Forms for bidding and construction purposes.
- b. Assist the OWNER in obtaining bids for one prime contract.
- c. Prepare bid tabulation.
- d. Assist the OWNER in evaluating bids and in assembling and awarding the contract.

2. Construction Phase - General Services

During the Construction Phase, TKDA shall provide the following general services:

- a. Consult with and advise the OWNER and act as the OWNER'S representative as provided in the Contract Documents.
- b. Attend and assist the OWNER with pre-construction conference to be attended by the Contractor, the OWNER and others as may be requested by the OWNER.
- c. Provide reference points, on a one-time basis, for the Contractor's use in laying out the work, said reference points to be based upon property, boundary, easement, or right-of-way surveys provided by the OWNER pursuant to the General Agreement.
- d. Make visits to the site at intervals appropriate to the various stages of construction to observe as an experienced and qualified design professional, the progress and quality of the executed work of the Contractor and to determine in general if such work is proceeding in accordance with the Contract Documents.
- e. Review and approve (or take other appropriate action with respect to) Shop Drawings (as that term is defined in the Contract Documents), samples, and other data which the Contractor is required to submit, but only for conformance with the design concept of the Project and compliance with the information given in the Contract Documents. Such reviews and approvals or other action shall not extend to means, methods,

techniques, sequences or procedures of construction or to safety precautions and programs incident thereto.

- f. Issue all instructions of the OWNER to the Contractor; issue necessary interpretations and clarifications of the Contract Documents and in connection therewith, prepare change orders as required; have authority, as the OWNER'S representative, to require special inspection or testing of the work.
- g. Based on TKDA'S periodic on-site observations as an experienced and qualified design professional, determine payments to the Contractor in such amounts; such recommendations of payment will constitute a representation to the OWNER, based on such observations and review, that the work has progressed to the point indicated, that, to the best of TKDA'S knowledge, information and belief, the quality of such work is in accordance with the Contract Documents.
- h. Conduct an inspection to determine if the Project is substantially complete and a final inspection to determine if the work appears to have been completed in accordance with the Contract Documents and if the Contractor has fulfilled all of his obligations thereunder, so that TKDA may recommend, in writing, final payment to the Contractor and may give written notice to the OWNER and the Contractor that the work is acceptable (subject to any conditions therein expressed).
- i. TKDA shall not have control or charge of and shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, for acts or omissions of the Contractor, Subcontractors or any other persons performing any of the Work, or for the failure of any of them to carry out the Work in accordance with the Contract Documents.

3. Construction Phase - Resident Services

In addition to the above General Services, TKDA shall provide the services of a Resident Project Representative (and assistants as agreed) at the site to assist TKDA and to provide more continuous observation of the Contractor(s) work. The Resident Project Representative (and any assistants) will be TKDA'S agent or employee and under TKDA'S supervision. Resident Project Representative's dealings in matters pertaining to the on-site work shall in general, be only with TKDA and the Contractor, and dealings with subcontractors shall only be through or with full knowledge of the Contractor. Written communication with the OWNER will be only through or as directed by TKDA. Through the observations of the work in progress and field checks of materials and equipment by the Resident Project Representative, TKDA shall endeavor to provide further protection for the OWNER against defects and deficiencies in the work of the



Contractor; but the furnishing of such resident Project representation will not make TKDA responsible for construction means, methods, techniques, sequences or procedures or for safety precautions or programs, or for the Contractor's failure to perform his work in accordance with the Contract Documents.

### III. ADDITIONAL SERVICES

If authorized in writing by the OWNER, TKDA shall furnish or obtain from others Additional Services of the types listed below which are not considered as normal or customary services. Additional Services shall be compensated for on an Hourly Rate basis as defined in the General Agreement, a part hereof, and such compensation shall be over and above any maximums or lump sum amounts set forth in this Authorization.

- A. Registered land or right-of-way surveys, right-of-way mapping; plats; legal descriptions; land appraisals, negotiations and/or related services.
- B. Investigations of existing conditions or facilities or to make measured Drawings thereof, or to verify the accuracy of Drawings or other information furnished by the OWNER.
- C. Soil borings and laboratory tests for design purposes; field and/or laboratory tests taken during construction to determine compliance with the Contract Documents.
- D. Providing analyses of the OWNER'S needs and programming the requirements of the Project; investigations involving detailed consideration of operations, maintenance and overhead expenses; providing Value Engineering during the course of design; the preparation of cash flow and economic evaluations, rate schedules and appraisals; assistance in obtaining financing for the Project; detailed quantity surveys of material, equipment and labor.
- E. Preparation of applications and supporting documents for governmental grants, loans or advances in connection with the Project; preparation or review of environmental assessments and impact statements; review and evaluation of the effect on the design requirements of the Project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Project.
- F. Services resulting from significant changes in extent of the Project or its design including, but not limited to, changes in size, complexity, the OWNER'S schedule, or character of construction or methods of financing; and revising previously accepted studies, reports, design documents or Contract Documents when such revisions are due to causes beyond TKDA'S control.
- G. Furnishing the services of special consultants for other than the normal civil, structural, mechanical, and electrical engineering and normal architectural design incidental thereto; providing renderings or models for the OWNER'S use; and providing data or services of

the types described in General Agreement when the OWNER authorizes TKDA to provide such data or services in lieu of furnishing the same in accordance with the General Agreement.

- H. Services in connection with change orders provided such change orders are required by causes not solely within the control of TKDA; services after the award of each contract in evaluating substitutions proposed by the Contractor(s); and in making revisions to Drawings and Specifications occasioned thereby, and services resulting from significant delays, changes or price increases occurring as a direct or indirect result of material, equipment or energy shortages.
- I. Preparing for the OWNER, on request, a set of reproducible record prints of Drawings showing those changes made during the construction process, based on the marked-up prints, drawings and other data furnished by the Contractor(s) to TKDA and which TKDA considers significant.
- J. Additional or extended services during construction made necessary by:
  - 1. Contractor's schedule; delays in construction caused by inclement weather, strikes or material shortages or unavailability.
  - 2. Significant amount of defective or neglected work of the Contractor; default by the Contractor.
  - 3. Work damaged by fire or other causes during construction.
  - 4. Significant substitutes proposed by the Contractor; unreasonable number of claims submitted by the Contractor or others.
  - 5. Observations during any guarantee period, and related services.
- K. Preparation of operating and maintenance manuals; protracted or extensive assistance in the utilization of any equipment or system (such as initial start-up, testing, adjusting and balancing); and training personnel for operation and maintenance.
- L. Preparing to serve or serving as expert witness in connection with any legal or arbitration proceeding.
- M. Additional services in connection with the Project, including services not normally furnished by the OWNER and services not otherwise provided for in this Authorization and the General Agreement, a part hereof.

IV. OWNER'S RESPONSIBILITIES

The OWNER'S responsibilities shall be as set forth in our General Agreement and as further described or clarified hereinbelow:

- A. Designate one individual to act as the OWNER'S representative with respect to the work to be performed, and such person shall have complete authority to transmit instructions, receive information, interpret and define policies, and make decisions with respect to critical elements pertinent to the Project.
- B. Provide TKDA with access to the site as required to perform services listed in SECTION II above.

V. PERIOD OF SERVICE

TKDA will start services promptly upon receipt of this executed Authorization and complete services by November 2004.

VI. COMPENSATION

Compensation to TKDA for services provided under SECTION II of this Authorization shall be on an Hourly Rate basis as defined in the General Agreement.

If it appears at any time that charges for services rendered under SECTION II will exceed an estimated amount of \$10,000, TKDA agrees that it will not perform services or incur costs which result in billing in excess of such amount until it has been advised by the OWNER that additional funds are available and its services can continue.

Approved at a \_\_\_\_\_ meeting of the \_\_\_\_\_ on \_\_\_\_\_, 20\_\_\_\_.

By \_\_\_\_\_ Attest \_\_\_\_\_

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Consultant Acceptance by \_\_\_\_\_, \_\_\_\_\_, 20\_\_\_\_.  
Authorized TKDA Representative

CITY OF LAKE ELMO, MINNESOTA  
AUTHORIZATION FOR PROFESSIONAL SERVICES

TO: Toltz, King, Duvall, Anderson  
and Associates, Incorporated  
1500 Piper Jaffray Plaza  
444 Cedar Street  
St. Paul, Minnesota 55101

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Pursuant to our Agreement dated February 2, 1988, you are hereby authorized to proceed with the professional services described as follows:

34th STREET LIFT STATION UPGRADES

I. PROJECT DESCRIPTION

The OWNER proposes to upgrade the 34th Street Lift Station. Upgrades to include construction of separate valve vault to contain check valves and control valves, replacement of plastic piping with stainless steel pipes, and replacement of pump lifting chains and rails with stainless steel.

II. SERVICES TO BE PROVIDED BY TKDA

Based on TKDA'S understanding of the Project, we propose to provide the following services:

A. PLANS

1. Final Design Phase

Upon receipt of authorization to proceed TKDA shall:

- a. Prepare for incorporation in the Contract Documents final drawings and specifications setting forth in detail the requirements for the construction of the Project. In general the plans are to mirror the repairs done to the Legion Avenue Lift Station.
- b. Advise the OWNER of opinion of probable construction cost.
- c. Prepare for review and approval by the OWNER, his legal counsel and other advisors contract agreement forms, general conditions, supplementary conditions, quote forms, invitations to quote and other related documents.

- C. Services resulting from significant changes in extent of the Project or its design including, but not limited to, changes in size, complexity, the OWNER'S schedule, or character of construction or methods of financing; and revising previously accepted studies, reports, design documents or Contract Documents when such revisions are due to causes beyond TKDA'S control.
- D. Services in connection with change orders provided such change orders are required by causes not solely within the control of TKDA; services after the award of each contract in evaluating substitutions proposed by the Contractor(s); and in making revisions to Drawings and Specifications occasioned thereby, and services resulting from significant delays, changes or price increases occurring as a direct or indirect result of material, equipment or energy shortages.
- E. Preparing for the OWNER, on request, a set of reproducible record prints of Drawings showing those changes made during the construction process, based on the marked-up prints, drawings and other data furnished by the Contractor(s) to TKDA and which TKDA considers significant.
- F. Additional or extended services during construction made necessary by:
  - 1. Contractor's schedule; delays in construction caused by inclement weather, strikes or material shortages or unavailability.
  - 2. Significant amount of defective or neglected work of the Contractor; default by the Contractor.
  - 3. Work damaged by fire or other causes during construction.
  - 4. Significant substitutes proposed by the Contractor; unreasonable number of claims submitted by the Contractor or others.
  - 5. Observations during any guarantee period, and related services.
- G. Preparing to serve or serving as expert witness in connection with any legal or arbitration proceeding.
- H. Additional services in connection with the Project, including services not normally furnished by the OWNER and services not otherwise provided for in this Authorization and the General Agreement, a part hereof.

IV. OWNER'S RESPONSIBILITIES

The OWNER'S responsibilities shall be as set forth in our General Agreement and as further described or clarified hereinbelow:

- A. Designate one individual to act as the OWNER'S representative with respect to the work to be performed, and such person shall have complete authority to transmit instructions, receive information, interpret and define policies, and make decisions with respect to critical elements pertinent to the Project.
- B. Provide TKDA with access to the site as required to perform services listed in SECTION II above.

V. PERIOD OF SERVICE

TKDA will start services promptly upon receipt of this executed Authorization and complete services by July 1, 2004.

VI. COMPENSATION

Compensation to TKDA for services provided under SECTION II of this Authorization shall be on an Hourly Rate basis as defined in our General Agreement.

If it appears at any time that charges for services rendered under SECTION II will exceed an estimated amount of \$3,000, TKDA agrees that it will not perform services or incur costs which result in billing in excess of such amount until it has been advised by the OWNER that additional funds are available and its services can continue.

Approved at a \_\_\_\_\_ meeting of the \_\_\_\_\_ on \_\_\_\_\_, 20\_\_\_\_.

By \_\_\_\_\_ Attest \_\_\_\_\_

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Consultant Acceptance by \_\_\_\_\_, \_\_\_\_\_, 20\_\_\_\_.  
Authorized TKDA Representative

CITY OF LAKE ELMO  
WASHINGTON COUNTY, MINNESOTA

RESOLUTION NO. 2004-008  
RESOLUTION APPROVING CLAIMS

BE IT RESOLVED THAT Claim Numbers 182, 183, DD89 through DD97, 24992 through 25025, were used for Staff, payroll dated January 08, 2004, Claim Numbers 184, 25026 through 25079 dated 01/20/04 in the total amount of \$364,288.89 are hereby approved.

ADOPTED, by the Lake Elmo City Council on the 20th day of January, 2004.

\_\_\_\_\_  
Lee Hunt  
Mayor

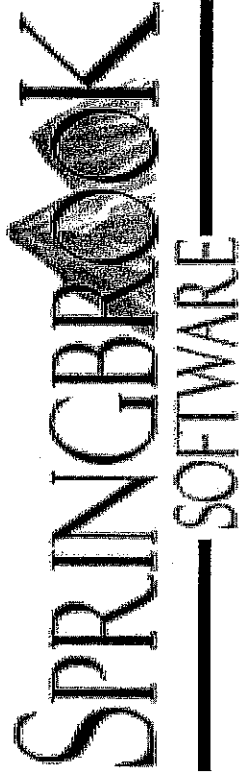
ATTEST:

\_\_\_\_\_  
Charles E. Dillerud  
Acting City Administrator

# Accounts Payable Computer Check Proof List

User: administrator

Printed: 01/16/2004 - 6:20 AM



Invoice No	Description	Amount	Payment Date	Check Number	Reference
Vendor: ACEHARD	Ace Hardware			Check Sequence: 1	ACH Enabled: No
01982850	Supplies-Public Works	20.49	01/20/2004	101-430-3100-42230	
01983361	Sidewalk Salt-City Hall	34.04	01/20/2004	101-410-1940-42230	
01983361	Supplies-Public Works	12.10	01/20/2004	101-430-3100-42230	
3567	Equipment City Hall	42.59	01/21/2004	101-410-1940-44300	
3567	Supplies Parks	38.51	01/21/2004	101-450-5200-42230	
	Check Total:	147.73			
Vendor: ARAM	Aramark			Check Sequence: 2	ACH Enabled: No
629-5382524	Linen-City Hall	47.55	01/20/2004	101-410-1940-44010	
	Check Total:	47.55			
Vendor: BOYER	Boyer Ford Trucks			Check Sequence: 3	ACH Enabled: No
23124SP	Parts-Public works	68.92	01/20/2004	101-430-3100-42210	
	Check Total:	68.92			
Vendor: CARQUEST	Car Quest			Check Sequence: 4	ACH Enabled: No
D326912	Vehicle Parts-Public Works	65.34	01/20/2004	101-430-3100-42210	
	Check Total:	65.34			
Vendor: COPYIMAG	Copy Images, Inc.			Check Sequence: 5	ACH Enabled: No
42952	Copier Maint. Agreement	255.60	01/20/2004	101-410-1940-44040	
	Check Total:	255.60			
Vendor: DNR	DNR Waters			Check Sequence: 6	ACH Enabled: No
	Annual Water Permit	344.10	01/20/2004	601-494-9400-44300	
	Check Total:	344.10			



Invoice No	Description	Amount	Payment Date	Acct Number	Reference
Vendor:FARMERS 141352 141372	Farmers Union Co-Op Oil Fuel-Fire Dept. Fuel-Building Dept. Check Total:	41.00 79.34 120.34	01/20/2004 01/20/2004	Check Sequence: 7 101-420-2220-42120 101-420-2400-42120	ACH Enabled: No
Vendor:FOUR 23-034930	Four Seasons Service Supplies City Hall Check Total:	51.09 51.09	01/20/2004	Check Sequence: 8 101-410-1940-44300	ACH Enabled: No
Vendor:FXL	FXL, Inc. Final Year End Payment-2003 Check Total:	13,453.25 13,453.25	01/20/2004	Check Sequence: 9 101-410-1550-43100	ACH Enabled: No
Vendor:GENESIS 1392 1401	Next Genesis Productions Maint. & Repairs of Computer Hardware Computer Virus Repair Check Total:	550.00 500.00 1,050.00	01/20/2004 01/20/2004	Check Sequence: 10 101-410-1520-43190 101-410-1520-43190	ACH Enabled: No
Vendor:HAGBERGS 01-02-04 32	Hagbergs Country Market Supplies-City Hall Supplies Fire Dept. Check Total:	10.55 42.71 53.26	01/20/2004 01/20/2004	Check Sequence: 11 101-410-1940-44300 101-420-2220-44300	ACH Enabled: No
Vendor:Hecker 3910IPNR Gccs50661	Denny Hecker Auto Connection Parts-Public Works Repairs-Public Works Check Total:	59.69 220.50 280.19	01/20/2004 01/20/2004	Check Sequence: 12 101-430-3100-42210 101-430-3100-44040	ACH Enabled: No
Vendor:HUMANE 4th Qtr	Humane Society Companion Animl Impound Fees 4th Qtr-2003 Check Total:	2,421.20 2,421.20	01/20/2004	Check Sequence: 13 101-420-2700-43160	ACH Enabled: No
Vendor:HUMANRIG	League of MN Human Rights Com League of MN Human Rights Annual Dues Check Total:	55.00 55.00	01/21/2004	Check Sequence: 14 101-410-1110-44330	ACH Enabled: No
Vendor:ICEMAN 2.114	Iceman Industries, Inc. Mag/Sand -Public Works	3,194.77	01/20/2004	Check Sequence: 15 101-430-3100-42290	ACH Enabled: No

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
	Check Total:	3,194.77			
Vendor:JCRAFT 33581	J-Craft Inc Equipment Parts-Public Works Check Total:	159.02 159.02	01/20/2004	Check Sequence: 16 101-430-3100-42210	ACH Enabled: No
Vendor:LEOIL S01203	Lake Elmo Oil, Inc. Fuel-Fire Dept. Check Total:	109.28 109.28	01/20/2004	Check Sequence: 17 101-420-2220-42210	ACH Enabled: No
Vendor:LEREPAIR 137689	Lake Elmo Repair, Inc Repair-Suburban 1/2 Ton Check Total:	172.41 172.41	01/20/2004	Check Sequence: 18 101-420-2220-44040	ACH Enabled: No
Vendor:LUHMAN 002	CathyLuhman Utility Billing-Storm/Water Set-up Check Total:	575.00 575.00	01/20/2004	Check Sequence: 19 601-494-9400-43180	ACH Enabled: No
Vendor:MARONEYS 026673 026673 026673	Maroney's Sanitation, Inc Refuse Removal-Public Works Refuse Removal-Parks & Fire Station 1 Refuse Removal-City Hall Check Total:	85.08 170.17 85.08 340.33	01/20/2004 01/20/2004 01/20/2004	Check Sequence: 20 101-430-3100-43840 101-450-5200-43840 101-410-1940-43840	ACH Enabled: No
Vendor:MBA	Minnesota Benefit Association Check Total:	2.50 2.50	01/20/2004	Check Sequence: 21 101-000-0000-21708	ACH Enabled: No
Vendor:MCLEOD 2825693 2825693 2825693 2825693 2825693 2825693	McLeod USA Phone Service-Lift Station Phone Service-Wells 1 & 2 Phone Service-Wells 1 & 2 Phone Service-City Hall Phone Service-Fire Dept. Phone Service-Public Works Check Total:	61.22 107.62 68.05 408.58 168.93 130.76 945.16	01/20/2004 01/20/2004 01/20/2004 01/20/2004 01/20/2004 01/20/2004	Check Sequence: 22 602-495-9450-43210 601-494-9400-43210 101-450-5200-43210 101-410-1940-43210 101-420-2220-43210 101-430-3100-43210	ACH Enabled: No
Vendor:MENARDSO 2328	Menards - Oakdale Shop Supplies	15.35	01/20/2004	Check Sequence: 23 101-430-3100-42150	ACH Enabled: No

Invoice No

Description

Amount

Payment Date

Acct Number

Reference

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
	Check Total:	15.35			
Vendor:MILLEREX 9215	Miller Excavating, Inc.				ACH Enabled: No
	Haul Salt/Sand	528.00	01/20/2004	Check Sequence: 24 101-430-3100-42290	
	Grade Roads	255.13	01/20/2004	101-430-3100-44010	
	Check Total:	783.13			
Vendor:MNSTATJET 4th Qtr	MN State Treasurer 4th Qtr Building Surcharge				ACH Enabled: No
	Check Total:	2,110.52	01/20/2004	Check Sequence: 25 101-420-2400-43060	
Vendor:MNUCFUND	Minnesota UC Fund Unemployment-Buckles				ACH Enabled: No
	Check Total:	2,049.13	01/20/2004	Check Sequence: 26 101-430-3100-41010	
Vendor:MUNICIP 2004-Dues	Munici-Pals Membership Dues-Admin				ACH Enabled: No
	Check Total:	20.00	01/20/2004	Check Sequence: 27 101-410-1320-44330	
Vendor:NOAMWET 3607	North American Wetland Enginee PER Wastewater				ACH Enabled: No
	Check Total:	3,401.58	01/20/2004	Check Sequence: 28 101-410-1910-43060	
Vendor:Northsaf 1192	Northem Safety Technology Vehicle Parts-Public Works				ACH Enabled: No
	Check Total:	228.90	01/20/2004	Check Sequence: 29 101-430-3100-42210	
Vendor:NORTHTOO 09281641 561351594	Northern Tool & Equipment Shop Supplies-Public Works Shop Supplies				ACH Enabled: No
	Check Total:	32.42	01/20/2004	Check Sequence: 30 101-430-3100-42150	
		45.71	01/20/2004	101-430-3100-42150	
	Check Total:	78.13			
Vendor:NOSTPAUL 2004011453	City of North St Paul Sand/Salt				ACH Enabled: No
	Check Total:	569.52	01/20/2004	Check Sequence: 31 101-430-3100-42290	
Vendor:OAKDALE 1000039700	City of Oakdale Water-Lake Jane System-North				ACH Enabled: No
	Check Total:	795.00	01/20/2004	Check Sequence: 32 601-494-9400-43820	

Invoice No	Description	Amount	Payment Date	Check Number	Reference
1000046000	Water-L-94-South Check Total:	2,949.60 3,744.60	01/20/2004	601-494-9400-43820	
Vendor:ONECALL 3120482	Gopher State One-CallOne Call Concepts, Inc Line Locates Check Total:	34.10 34.10	01/20/2004	Check Sequence: 33 101-430-3100-44300	ACH Enabled: No
Vendor:PELNAR Dec	KathiPelnar Animal Control Services-Dec 03 Check Total:	494.27 494.27	01/20/2004	Check Sequence: 34 101-420-2700-43150	ACH Enabled: No
Vendor:PETERSO 11135M 11140M 11145M 11145M 11150M 11155M	Peterson Fram & Bergman      Check Total:	1,301.21 3,051.01 121.00 572.01 264.00 133.61 5,442.84	01/20/2004 01/20/2004 01/20/2004 01/20/2004 01/20/2004 01/20/2004	Check Sequence: 35 101-410-1610-43040 101-410-1610-43045 409-480-8000-43040 406-480-8000-43040 803-490-9070-43040 101-410-1610-43040	ACH Enabled: No
Vendor:POSTOFFI Permit 19	POSTMASTER Annual Bulk Postal Permit Check Total:	150.00 150.00	01/21/2004	Check Sequence: 36 101-410-1320-43220	ACH Enabled: No
Vendor:PRESS	StevenPress Cable Operator Check Total:	80.00 80.00	01/20/2004	Check Sequence: 37 101-410-1320-44300	ACH Enabled: No
Vendor:QUICKSI 6182977	Quicksilver Document Delivery-Planning Check Total:	16.65 16.65	01/20/2004	Check Sequence: 38 101-410-1910-44300	ACH Enabled: No
Vendor:RACO 13323	Raco Oil & Grease Company Equipment-Public Works Check Total:	297.14 297.14	01/20/2004	Check Sequence: 39 101-430-3100-42400	ACH Enabled: No
Vendor:RIVERLAN 100824	Riverland Community College Training-Chad Sommer-Fire Dept.	20.00	01/20/2004	Check Sequence: 40 101-420-2220-44370	ACH Enabled: No

Invoice No

Description

Amount

Payment Date

Acct Number

Reference

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
	Check Total:	20.00			
Vendor: RUD	Diane Prince-Rud Cleaning-City Hall Cleaning-Fire Hall Check Total:	240.00 240.00 480.00	01/20/2004 01/20/2004	Check Sequence: 41 101-410-1940-44010 101-420-2220-44010	ACH Enabled: No
Vendor: SATELLIT 24180604	Satellite Shelters, Inc. Office Rental-Bldg. Dept. Check Total:	319.50 319.50	01/20/2004	Check Sequence: 42 101-420-2400-44120	ACH Enabled: No
Vendor: STILLGAZ 00002991	Stillwater Gazette Legal Notice Publication Check Total:	189.00 189.00	01/20/2004	Check Sequence: 43 101-410-1320-43510	ACH Enabled: No
Vendor: SUN 653567	SUN NEWSPAPERS TNT Notice Publication Check Total:	213.12 213.12	01/20/2004	Check Sequence: 44 101-410-1320-43510	ACH Enabled: No
Vendor: TASCH Cert. # 3 Cert. # 6-FINAL	T. A. Schifsky & Sons Payment 3 Hill Trail & 50th Street Improv Payment 7 50th Street Improvement Check Total:	62,278.41 26,085.55 88,363.96	01/20/2004 01/20/2004	Check Sequence: 45 409-480-8000-45300 409-480-8000-45300	ACH Enabled: No
Vendor: THORBECK Dec2003	Thorbeck Architects Old Village Study Check Total:	1,675.95 1,675.95	01/20/2004	Check Sequence: 46 101-410-1910-43011	ACH Enabled: No
Vendor: TKDA 065438 065439 065439 065439 065439 065440 065441 065442 065443	TKDA, Inc.	352.40 341.61 966.81 1,414.39 2,134.39 350.61 1,174.06 639.80 390.40 200.00	01/20/2004 01/20/2004 01/20/2004 01/20/2004 01/20/2004 01/20/2004 01/20/2004 01/20/2004 01/20/2004 01/20/2004	Check Sequence: 47 402-480-8000-43030 101-410-1910-43011 101-410-1930-43030 410-480-8000-43030 803-490-9070-43030 409-480-8000-43030 410-480-8000-43030 803-490-9070-43030 409-480-8000-43030 101-410-1930-43030	ACH Enabled: No

065450		732.00	01/20/2004	402-480-8000-43030	
065451		3,543.78	01/20/2004	409-480-8000-43030	
065473		195.20	01/20/2004	409-480-8000-43030	
065482		70.82	01/20/2004	409-480-8000-43030	
065485		103.13	01/20/2004	409-480-8000-43030	
065490		3,124.62	01/20/2004	601-494-9400-43030	
065491		593.92	01/20/2004	601-494-9400-43030	
065498		3,421.87	01/20/2004	101-410-1910-43012	
	Check Total:	19,749.81			
Vendor: TOWER	Tower Asphalt, Inc.			Check Sequence: 48	ACH Enabled: No
Cert. 6R	Payment 6 Eagle Point Blvd Phase 1	33,659.66	01/20/2004	402-480-8000-45300	
	Check Total:	33,659.66			
Vendor: TRKUTI	Truck Utilities			Check Sequence: 49	ACH Enabled: No
012817	Equipment Parts-Public Works	46.75	01/20/2004	101-430-3100-42210	
	Check Total:	46.75			
Vendor: TWINCIT	Twin City Water Clinic, Inc.			Check Sequence: 50	ACH Enabled: No
10576	Water Analysis-Dec 03	20.00	01/20/2004	601-494-9400-43030	
	Check Total:	20.00			
Vendor: United	United Properties Investments			Check Sequence: 51	ACH Enabled: No
	Landscaping & Pond Maint-Well #3	128.76	01/20/2004	601-494-9400-44300	
	Check Total:	128.76			
Vendor: USBANK	US Bank Trust N.A.			Check Sequence: 52	ACH Enabled: No
33395470	Bond Principal - 2001 GO State Aid/Impro	100,000.00	01/21/2004	310-480-8000-46010	
33395470	Bond Principal - 2001 GO State Aid/Impro	21,327.50	01/21/2004	310-480-8000-46110	
	Check Total:	121,327.50			
Vendor: WEARGUA	Wear Guard			Check Sequence: 53	ACH Enabled: No
52840006-1	Uniforms-PW - 173373	251.09	01/20/2004	101-430-3100-44170	
	Check Total:	251.09			
Vendor: XCEL	Xcel Energy			Check Sequence: 54	ACH Enabled: No
0044445749364		40.87	01/20/2004	101-450-5200-43810	
0084044646363		1,163.64	01/20/2004	101-430-3100-43810	
0176825022363		19.24	01/20/2004	101-430-3160-43810	

Invoice No Description Amount Payment Date Acct Number Reference

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
0417949252363		606.77	01/20/2004	101-410-1940-43810	
0446544592363		21.99	01/20/2004	101-430-3160-43810	
0573240678363		351.29	01/20/2004	101-450-5200-43810	
0592147254364		7.38	01/20/2004	101-450-5200-43810	
0614643270363		30.83	01/20/2004	101-430-3160-43810	
0777146175363		8.62	01/20/2004	101-420-2220-43810	
1278842757364		500.26	01/20/2004	601-494-9400-43810	
1427822590364		41.52	01/20/2004	602-495-9450-43810	
1577643354363		531.13	01/20/2004	101-420-2220-43810	
1684846045362		12.62	01/20/2004	602-495-9450-43810	
1957348187363		15.06	01/20/2004	602-495-9450-43810	
2045967139002	Well # 2	821.02	01/20/2004	601-494-9400-43810	
2175049940363		306.93	01/20/2004	101-450-5200-43810	
2332806007001		1,177.42	01/20/2004	101-430-3160-43810	
	Check Total:	5,656.59			

Total for Check Run: 315,529.59  
 Total Number of Checks: 54

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Federal Tax ID #41-0991098

CITY OF LAKE ELMO  
3800 Laverne Avenue North  
Lake Elmo MN 55042

Page: 1  
12/31/2003  
ACCOUNT NO: 11135M

	FEES	EXPENSES	ADVANCES	BALANCE
11135-030009 CONROY SEWER	66.00	0.00	0.00	\$66.00
11135-920001 Administration	1,078.00	3.21	0.00	\$1,081.21
11135-920005 Volunteer Fire Dept./Benefit Assoc.	154.00	0.00	0.00	\$154.00
	<u>1,298.00</u>	<u>3.21</u>	<u>0.00</u>	<u>\$1,301.21</u>

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CITY OF LAKE ELMO  
3800 LAVERNE AVENUE NORTH  
LAKE ELMO MN 55042

Page: 1  
12/31/2003  
ACCOUNT NO: 11135-030009M  
STATEMENT NO: 2

CONROY SEWER

	HOURS	
12/02/03 JPF Telephone conference with atty Pecchia re: status.	0.20	22.00
12/03/03 JPF Telephone conference with atty Pecchia, atty Nowlin; adm; T. Prew re: alternative systems; revise extension probs.	0.40	44.00
Jerome P. Filla	0.60	66.00
FOR CURRENT SERVICES RENDERED	0.60	66.00
TOTAL CURRENT WORK		66.00
BALANCE DUE		<u>\$66.00</u>

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CITY OF LAKE ELMO  
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Page: 1  
12/31/2003  
ACCOUNT NO: 11135-920001M  
STATEMENT NO: 144

Administration

	HOURS	
12/01/03 JPF Legal research re: quorum requirements for truth in taxation hearing; tele clerk.	0.50	55.00
12/02/03 JPF Revise Luhman agreement; tele adm re: personnel regs, Downs case; rev city file on Downs.	0.90	99.00
JPF Prepare for and attend council meeting.	2.40	264.00
12/03/03 JPF Review Op. West law; tele Nowlin and adm re: appl to legislative discussions.	0.40	44.00
12/05/03 JPF Revise JT power agreement, Oakdale water service; corr adm.	0.90	99.00
12/08/03 JPF Review PC agenda.	0.40	44.00
12/13/03 JPF Review council agenda; Mutual and agreements.	0.50	55.00
12/15/03 JPF Telephone conference with adm re: agenda; re: Mutual Aid agreements; re: Conroy alt treatment system.	0.30	33.00
12/16/03 JPF Prepare for and attend council meeting.	1.00	110.00
12/17/03 JPF Review app ct opin.	0.80	88.00
12/19/03 JPF Review Mutual ord agreement; tele LMC; tele Adm and Fire Chief; fwd to LMCIT for liability review; review Sack EEOC claim and city records; tele Adm and Fire Chief re: forwarding to LMCIT; corr to Adm.	1.40	154.00
12/29/03 JPF Telephone conference with adm re: agenda and Reed request for prior variances.	0.30	33.00
Jerome P. Filla	9.80	1,078.00

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CITY OF LAKE ELMO

Page: 2

12/31/2003

ACCOUNT NO: 11135-920001M

STATEMENT NO: 144

Administration

FOR CURRENT SERVICES RENDERED	9.80	1,078.00
Fax Charge - Local		3.00
TOTAL EXPENSES THRU 12/31/03		3.00
SALES TAX ON EXPENSES		0.21
TOTAL CURRENT WORK		1,081.21
BALANCE DUE		<u>\$1,081.21</u>

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CITY OF LAKE ELMO  
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Page: 1  
12/31/2003  
ACCOUNT NO: 11135-920005M  
STATEMENT NO: 16

Volunteer Fire Dept./Benefit Assoc.

	HOURS	
12/03/03 JPF Telephone conference with Malmquist, adm, rev bylaws re: changes proposed by council.	0.90	99.00
12/04/03 JPF Letter to adm re: revisions to Fire Dept bylaws, rev state regs.	0.50	55.00
Jerome P. Filla	1.40	154.00
FOR CURRENT SERVICES RENDERED	1.40	154.00
TOTAL CURRENT WORK		154.00
BALANCE DUE		<u>\$154.00</u>

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CITY OF LAKE ELMO  
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Page: 1  
12/31/2003  
ACCOUNT NO: 11140M

	FEES	EXPENSES	ADVANCES	BALANCE
11140-030001 Misc Prosecutions	1,977.50	18.51	0.00	\$1,996.01
11140-030128 Kargacin, Katherine fail to stop	30.00	0.00	0.00	\$30.00
11140-030151 Post, Daniel DAS, careless driving	30.00	0.00	0.00	\$30.00
11140-030161 Rockett, Lester DAR, no proof of insurance	22.50	0.00	0.00	\$22.50
11140-030164 Weber, Steven J. speed 74/55	37.50	0.00	0.00	\$37.50
11140-030165 Christenson, David GM-DAC-IPS, illegal use of plates attempt to evade MV tax	52.50	0.00	0.00	\$52.50
11140-030166 Lheureux, Richard Louis GM false information to police	52.50	0.00	0.00	\$52.50
11140-030173 Rangel, Patrica hit and run, no mn dl, fail to yield	5.00	0.00	0.00	\$5.00

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CITY OF LAKE ELMO

Page: 2  
12/31/2003  
11140M

ACCOUNT NO:

	FEES	EXPENSES	ADVANCES	BALANCE
11140-030176 Armstrong, Crist No proof of insurance	5.00	0.00	0.00	\$5.00
11140-030184 Isaacson, William Bradford Violate No Contact Order	27.50	0.00	0.00	\$27.50
11140-030187 Schmidt, Robert M. reckless driving	30.00	0.00	0.00	\$30.00
11140-030193 Langevin, Kimberly speed 79/65	5.00	0.00	0.00	\$5.00
11140-030214 Her, Peng violate instruction permit, poss marijuana in motor vehicle	5.00	0.00	0.00	\$5.00
11140-030217 Grillo, John Patrick DAC, no head lamp	5.00	0.00	0.00	\$5.00
11140-030218 Lemmenes, Daniel James 3rd degree DUI	10.00	0.00	0.00	\$10.00
11140-030219 Zafft, Marsha Ann criminal damage to property	50.00	0.00	0.00	\$50.00
11140-030220 Ramsey, Clayton Scott DAC, no insurance, no proof of insurance, fail to display current registration	5.00	0.00	0.00	\$5.00

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CITY OF LAKE ELMO

Page: 3  
12/31/2003  
11140M

ACCOUNT NO:

	FEES	EXPENSES	ADVANCES	BALANCE
11140-030221 Barum, Nicholas Cory attempt to escape MV tax	67.50	0.00	0.00	\$67.50
11140-030222 Tewinkel, Edwin	10.00	0.00	0.00	\$10.00
11140-030223 Hanson, Mark Steven fail to display current regist. no proof of insurance	5.00	0.00	0.00	\$5.00
11140-030224 Trudeau, Daniel Scott DAS, no Seatbelt	5.00	0.00	0.00	\$5.00
11140-030225 Wetterstrom, William serious/fatal crash report	35.00	0.00	0.00	\$35.00
11140-030226 Kramer, Lisa Marie fail to display current registratio unsafe change of course	5.00	0.00	0.00	\$5.00
11140-030227 Weldegebriel, Ayele improper passing	210.00	0.00	0.00	\$210.00
11140-030228 Dalbec, David Richard no insurance	10.00	0.00	0.00	\$10.00
11140-030229 Aulwes, Jeffrey Driving after revocation	5.00	0.00	0.00	\$5.00

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CITY OF LAKE ELMO

ACCOUNT NO:

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11140M

	FEES	EXPENSES	ADVANCES	BALANCE
11140-030230 Clark, Jatonna careless driving	5.00	0.00	0.00	\$5.00
11140-030231 Myvold, Curits speed 86/65	15.00	0.00	0.00	\$15.00
11140-030232 Holcomb, Christopher no insurance	5.00	0.00	0.00	\$5.00
11140-030233 Lovering, Dana Marie No Insurance	5.00	0.00	0.00	\$5.00
11140-030234 Saldwar, Jony Uriel Avila DAS, no child restraint	5.00	0.00	0.00	\$5.00
11140-030235 Gambucci, Eric Michael DAC	5.00	0.00	0.00	\$5.00
11140-030236 Peterson, Justin Darryl 4th degree DUI	10.00	0.00	0.00	\$10.00
11140-030237 Young, Shanita Mary DAS	5.00	0.00	0.00	\$5.00
11140-030238 Warthen, Rodger Edward GM-DAC-IPS, open bottle	112.50	0.00	0.00	\$112.50
11140-030239 Lheureux, Richard Louis GM-false info to police, no ins.	15.00	0.00	0.00	\$15.00

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CITY OF LAKE ELMO

Page: 5  
12/31/2003  
11140M

ACCOUNT NO:

	FEES	EXPENSES	ADVANCES	BALANCE
11140-030240 Dennis, Jeffrey Richard GM-false info to police	15.00	0.00	0.00	\$15.00
11140-030241 Soderquist, Ryan John speed	15.00	0.00	0.00	\$15.00
11140-030242 Bjerke, Lute Allen DAS	5.00	0.00	0.00	\$5.00
11140-030243 Burch, Kenneth Milton test refusal, 3rd degree DUI	62.50	0.00	0.00	\$62.50
11140-030244 Jubera, Steven Michael GM-DAC-IPS, speed	50.00	0.00	0.00	\$50.00
	<u>3,032.50</u>	<u>18.51</u>	<u>0.00</u>	<u>\$3,051.01</u>

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CITY OF LAKE ELMO  
3800 Laverne Avenue North  
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Page: 1  
12/31/2003  
ACCOUNT NO: 11145M

	FEEES	EXPENSES	ADVANCES	BALANCE
11145-000003 Hill Trail North Street Improvement	121.00	0.00	0.00	\$121.00
11145-010001 Kraft Circle Sanitary Sewer	319.00	1.61	185.40	\$506.01
11145-030001 OAKDALE SANITARY SEWER CONNECTION - 50TH STREET	66.00	0.00	0.00	\$66.00
	<u>506.00</u>	<u>1.61</u>	<u>185.40</u>	<u>\$693.01</u>

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Page: 1  
12/31/2003  
ACCOUNT NO: 11145-000003M  
STATEMENT NO: 5

Hill Trail North Street Improvement

	HOURS	
12/02/03 JPF Draft right of entry agreement, ponding area survey; corr to adm and Prew.	1.10	121.00
Jerome P. Filla	1.10	121.00
FOR CURRENT SERVICES RENDERED	1.10	121.00
TOTAL CURRENT WORK		121.00
BALANCE DUE		<u>\$121.00</u>

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Page: 1  
12/31/2003  
ACCOUNT NO: 11145-010001M  
STATEMENT NO: 15

Kraft Circle Sanitary Sewer

	HOURS	
12/03/03 JPF Record Peterson deed.	0.20	22.00
12/19/03 JPF Telephone conference with Catalone; clerk; title co; closer.	0.40	44.00
12/23/03 JPF Telephone conference with county recorder re: city name derivation, affid of ID; rev state regs; tele clerk.	0.90	99.00
12/24/03 JPF Telephone conference with county registrar; county examiner of titles, corr re: Elmo name and Catalono, Weise, Peterson deeds rev statutes.	1.40	154.00
Jerome P. Filla	2.90	319.00
FOR CURRENT SERVICES RENDERED	2.90	319.00
Photocopies		1.50
TOTAL EXPENSES THRU 12/31/03		1.50
SALES TAX ON EXPENSES		0.11
12/04/03 Recording Fee - WASHINGTON CTY RECORDER		60.00
12/04/03 Conservation Fee - WASHINGTON CTY TREASURER		5.00
12/04/03 Deed Tax - WASHINGTON CTY TREASURER		20.40
12/11/03 Recording Fee - WASHINGTON CTY RECORDER		100.00
TOTAL ADVANCES		185.40

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CITY OF LAKE ELMO

Kraft Circle Sanitary Sewer

Page: 2

12/31/2003

ACCOUNT NO: 11145-010001M  
STATEMENT NO: 15

TOTAL CURRENT WORK

506.01

BALANCE DUE

\$506.01

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Page: 1  
12/31/2003  
ACCOUNT NO: 11145-030001M  
STATEMENT NO: 3

OAKDALE SANITARY SEWER CONNECTION - 50TH STREET

	HOURS	
12/26/03 JPF Revise JT powers agreement; corr. to adm.	0.60	66.00
Jerome P. Filla	0.60	66.00
FOR CURRENT SERVICES RENDERED	0.60	66.00
TOTAL CURRENT WORK		66.00
BALANCE DUE		<u>66.00</u>

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Suite 300  
50 East Fifth Street  
St. Paul, MN 55101-1197

PETERSON,  
FRAM & BERGMAN  
PROFESSIONAL ASSOCIATION

(651) 291-8955  
(651) 228-1753 facsimile  
Federal Tax ID #41-0991098

CITY OF LAKE ELMO  
3800 Laverne Avenue North  
Lake Elmo MN 55042

Page: 1  
12/31/2003  
ACCOUNT NO: 11150M

	FEEES	EXPENSES	ADVANCES	BALANCE
11150-030005 PRAIRIE RIDGE OFFICE PARK PUD	121.00	0.00	0.00	\$121.00
11150-030010 SOVEREIGN ESTATE MINOR SUBDIVISION	22.00	0.00	0.00	\$22.00
11150-960009 Downs Variance	121.00	0.00	0.00	\$121.00
	<u>264.00</u>	<u>0.00</u>	<u>0.00</u>	<u>\$264.00</u>

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Page: 1  
12/31/2003  
ACCOUNT NO: 11150-030005M  
STATEMENT NO: 7

PRAIRIE RIDGE OFFICE PARK PUD

	HOURS	
12/04/03 JPF Review declarations; revised Dev K; corr adm.	1.10	121.00
Jerome P. Filla	1.10	121.00
FOR CURRENT SERVICES RENDERED	1.10	121.00
TOTAL CURRENT WORK		121.00
BALANCE DUE		<u>\$121.00</u>

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Page: 1  
12/31/2003  
ACCOUNT NO: 11150-030010M  
STATEMENT NO: 1

SOVEREIGN ESTATE MINOR SUBDIVISION

	HOURS	
12/04/03 JPF Telephone conference with clerk re: council resolution changes.	0.20	22.00
Jerome P. Filla	0.20	22.00
FOR CURRENT SERVICES RENDERED	0.20	22.00
TOTAL CURRENT WORK		22.00
BALANCE DUE		<u>22.00</u>

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CITY OF LAKE ELMO  
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Page: 1  
12/31/2003  
ACCOUNT NO: 11150-960009M  
STATEMENT NO: 5

Downs Variance

	HOURS	
12/29/03 JPF Review city zoning, bldg files; tele clerk and adm.	1.10	121.00
Jerome P. Filla	1.10	121.00
FOR CURRENT SERVICES RENDERED	1.10	121.00
TOTAL CURRENT WORK		121.00
BALANCE DUE		<u>\$121.00</u>

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CITY OF LAKE ELMO  
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Page: 1  
12/31/2003  
ACCOUNT NO: 11155M

	FEEES	EXPENSES	ADVANCES	BALANCE
11155-030003 LAKE ELMO VS. BODZIAK	110.00	0.00	0.00	\$110.00
11155-030006 MONTGOMERY BARREL: CODE VIOLATIONS	22.00	1.61	0.00	\$23.61
11155-920001 Oakdale vs. Minn. DOT et al.	0.00	0.00	0.00	\$0.00
	<u>132.00</u>	<u>1.61</u>	<u>0.00</u>	<u>\$133.61</u>

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CITY OF LAKE ELMO  
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Page: 1  
12/31/2003  
ACCOUNT NO: 11155-030003M  
STATEMENT NO: 6

LAKE ELMO VS. BODZIAK

	HOURS	
12/29/03 JPF Telephone conference with atty Olson re: ans to interrogs.	0.30	33.00
12/30/03 JPF Telephone conference with atty Olson re: possible stipulation; status of construction, discovery, corr Olson re: interrogs and deposition.	0.70	77.00
Jerome P. Filla	1.00	110.00
FOR CURRENT SERVICES RENDERED	1.00	110.00
TOTAL CURRENT WORK		110.00
BALANCE DUE		<u>\$110.00</u>

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Page: 1  
12/31/2003  
ACCOUNT NO: 11155-030006M  
STATEMENT NO: 3

MONTGOMERY BARREL: CODE VIOLATIONS

	HOURS	
12/02/03 JPF Telephone conference with T. Montgomery re: status.	0.20	22.00
Jerome P. Filla	0.20	22.00
FOR CURRENT SERVICES RENDERED	0.20	22.00
Fax Charge - Local		1.50
TOTAL EXPENSES THRU 12/31/03		1.50
SALES TAX ON EXPENSES		0.11
TOTAL CURRENT WORK		23.61
BALANCE DUE		<u>\$23.61</u>

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Page: 1  
12/31/2003  
ACCOUNT NO: 11155-920001M  
STATEMENT NO: 12

Oakdale vs. Minn. DOT et al.

John Michael Miller	0.30	0.00
FOR CURRENT SERVICES RENDERED	0.30	0.00
BALANCE DUE		<u>\$0.00</u>

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<b>Lake Elmo City Council January 20, 2004</b>	<b>Agenda Section: NEW BUSINESS</b>	<u><b>No. 6A</b></u>
--	-------------------------------------	----------------------

**Agenda Item: Code Codification Services Proposal**

**Background Information for January 20, 2004:**  
The Lake Elmo Municipal Code is in need of code codification, and the City has received a code codification proposal (\$12,950) from the League of Minnesota Cities. A copy of the City's code was sent to the League, who was informed that Section 300 Zoning would be excluded because of the proposed Performance-Based Zoning.

The legal review by the League Attorney would cost the City \$5,000. If the Council would prefer, Attorney Filla verbally indicated he would do the legal review of the code under the estimated cost of \$5,000 by the League Codification Attorney.

Staff is requesting approval of Folio 4-Search and Retrieval program where the codifiers provide the City's code in the Folio format on CD with instructions and a manual at a cost of \$595. This is a computer program into which the code of ordinances and other municipal documents are converted. It allows us to search the documents by simply typing in any word or number you would want to find throughout the document. After the Folio conversion, the code can be installed on the Internet at \$250/Year. This will give the residents easy access to the code.

The estimated total cost of \$20,000 for the code codification would be paid out of Reserves/Administration Contingency Account which has a \$40,000 balance as of December 31, 2003.

<b><u>Action Items:</u> to authorize the Mayor to sign the Codification Services Agreement with legal review services provided by the Councils choice of either by the League Attorney or the City Attorney at an estimated cost of \$20,000 to be paid out of Reserves/Administration Contingency Account.</b>	<b><u>Person responsible:</u></b> S.Lumby
---	--

<b><u>Attachments:</u></b> Codification Services Agreement Samples of Code	
--	--

Summary Building Report

December-2003			Year to Date		
	Permits Issued	Valuation		Permits Issued	Valuation
New Residential	0		New Residential	38	\$11,695,793.00
New Commercial	0		New Commercial	5	\$409,900.00
Other Residential	2	\$70,000.00	Other Residential	330	\$4,642,438.00
Other Commercial	6	\$219,755.00	Other Commercial	47	\$2,002,797.00
<b>Total</b>	<b>8</b>	<b>\$289,755.00</b>	<b>Total</b>	<b>420</b>	<b>\$18,750,928.00</b>
<b>Total Building Fees Collected</b>		<b>\$4,357.17</b>	<b>Total Building Fees Collected</b>		<b>\$307,483.34</b>
<b>Summary Plumbing Report</b>			<b>Summary Plumbing Report</b>		
Plumbing	4	\$18,000.00	Plumbing	132	\$1,267,375.00
<b>Total Plumbing Fees Collected</b>		<b>\$227.00</b>	<b>Total Plumbing Fees Collected</b>		<b>\$9,243.50</b>
<b>Summary HVAC Report</b>			<b>Summary HVAC Report</b>		
HVAC	8	\$40,875.00	HVAC	150	\$813,899.00
<b>Total HVAC Fees Collected</b>		<b>\$604.00</b>	<b>Total HVAC Fees Collected</b>		<b>\$12,135.00</b>
<b>Summary Grand Total Fees</b>		<b>\$5,188.17</b>	<b>Summary Grand Total Fees</b>		<b>\$328,861.84</b>
Surcharge Fee Paid to State		-\$144.88	Surcharge Fee Paid to State		-\$8,969.63
SAC Fees Paid to Met Council		\$0.00	SAC Fees Paid to Met Council		-\$6,000.00
WAC Fees Paid to Oakdale		\$0.00	WAC Fees Paid to Oakdale		-\$3,000.00
Misc. Expenses		\$0.00	Misc. Expenses		-\$4,133.25
<b>Total Fees Retained</b>		<b>\$5,043.29</b>	<b>Total Fees Retained</b>		<b>\$306,758.96</b>
Credit Fees to Bldg		\$5,043.29	Credit Fees to Bldg		\$264,142.21
Credit Fees to Water		\$0.00	Credit Fees to Water		\$40,316.75
Credit Fees to Sewer		\$0.00	Credit Fees to Sewer		\$2,300.00



**City of Lake Elmo  
Building Department**

**Building Permit Detail Summary**

December 01, 2003 Through December 31, 2003

**Occupancy B**

**Class Of Work: Remodel**

Permit #	Description of Work	Date Issued	Use of Building	Valuation
3901	interior buildout	12/15/2003	Office Building	25,000
3893	interior buildout	12/2/2003	Office Building	45,000
<b>Totals for Class Of Work: Remodel</b>				<b>Sum of Valuation = 70,000</b>
<b>Totals for Occupancy: B</b>				<b>Sum of Valuation = 70,000</b>

**Occupancy R-3**

**Class Of Work: Add**

Permit #	Description of Work	Date Issued	Use of Building	Valuation
3906	Fireplace	12/23/2003	Single Family Dwelling	1,100
3895	addition & remodel	12/10/2003	Single Family Dwelling	180,000
3894	Fireplace	12/4/2003	Single Family Dwelling	2,300
3890	Fireplace	12/1/2003	Single Family Dwelling	3,000
3889	Fireplace	12/1/2003	Single Family Dwelling	3,355
<b>Totals for Class Of Work: Add</b>				<b>Sum of Valuation = 189,755</b>

**Class Of Work: Remodel**

Permit #	Description of Work	Date Issued	Use of Building	Valuation
3892	Basement finish	12/2/2003	Single Family Dwelling	30,000

Totals for Class Of Work: Remodel      Number of Permits = 1

Sum of Valuation = 30,000

Totals for Occupancy: R-3      Number of Permits = 6

Sum of Valuation = 219,755

**Grand Total for All Permits Issued:**

**Number of Permits = 8**

**Total Valuation = 289,755**

*City of Lake Elmo  
Building Department*

***Plumbing Permit Detail Summary***

December 01, 2003 Through December 31, 2003

<i>Permit #</i>	<i>Description of Work</i>	<i>Date Issued</i>	<i>Valuation</i>
3888	alter resd plmg	12/1/2003	2,000
3895	alter resd plmg	12/10/2003	7,000
3898	alter septic	12/11/2003	3,000
3900	Install New Septic	12/12/2003	6,000

***Number of Permits 4***

***Total Valuation = 18,000***

**City of Lake Elmo**  
**Building Department**

***HVAC Permit Detail Summary***

December 01, 2003 Through December 31, 2003

<b>Permit #</b>	<b>Description of Work</b>	<b>Date Issued</b>	<b>Valuation</b>
3891	Gasline	12/1/2003	175
3893	alter commercial	12/2/2003	5,000
3895	alter resd hvac	12/10/2003	3,500
3897	alter resd hvac	12/11/2003	3,000
3899	alter commercial	12/11/2003	10,000
3903	Install Heating Units	12/15/2003	1,500
3904	alter resd hvac	12/17/2003	3,700
3905	alter resd hvac	12/17/2003	14,000

***Number of Permits 8***

***Total Valuation = 40,875***

City of Lake Elmo  
Building Department

**Building Permit Fees**

December 01, 2003 Through December 31, 2003

Date	Permit #	Permit Fee	Surcharge	Plan Review	Other	Investigation	SAC Fee	Sewer Fee	WAC Fee	Meter	Sales Tax
12/1/2003	3889	\$97.25	\$1.68	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
12/1/2003	3890	\$83.25	\$1.50	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
12/2/2003	3892	\$442.25	\$15.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
12/2/2003	3893	\$593.75	\$22.50	\$392.18	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
12/4/2003	3894	\$83.25	\$1.15	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
12/10/2003	3895	\$1,441.75	\$90.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
12/15/2003	3901	\$391.25	\$12.50	\$254.31	\$0.00	\$391.25	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
12/23/2003	3906	\$41.80	\$0.55	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<b>Totals:</b>		<b>\$3,174.55</b>	<b>\$144.88</b>	<b>\$646.49</b>	<b>\$0.00</b>	<b>\$391.25</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>

**Grand Total of Building Related Fees Collected: \$4,357.17**

*City of Lake Elmo  
Building Department*

***Plumbing Permit Fees***

December 01, 2003 Through December 31, 2003

<i>Date</i>	<i>Permit #</i>	<i>Permit Fee</i>	<i>Surcharge</i>
12/1/2003	3888	\$50.00	\$0.50
12/10/2003	3895	\$50.00	\$0.50
12/11/2003	3898	\$50.00	\$0.50
12/12/2003	3900	\$75.00	\$0.50
<b>Totals:</b>		\$225.00	\$2.00

***Grand Total of Plumbing Fees Collected:      \$227.00***

*City of Lake Elmo  
Building Department*

*HVAC Permit Fees*

December 01, 2003 Through December 31, 2003

<i>Date</i>	<i>Permit #</i>	<i>Permit Fee</i>	<i>Surcharge</i>
12/1/2003	3891	\$50.00	\$0.50
12/2/2003	3893	\$150.00	\$0.50
12/10/2003	3895	\$50.00	\$0.50
12/11/2003	3897	\$50.00	\$0.50
12/11/2003	3899	\$150.00	\$0.50
12/15/2003	3903	\$50.00	\$0.50
12/17/2003	3904	\$50.00	\$0.50
12/17/2003	3905	\$50.00	\$0.50
<b>Totals:</b>		<b>\$600.00</b>	<b>\$4.00</b>

***Grand Total of HVAC Fees Collected: \$604.00***

Lake Elmo  
City Council  
January 20,  
2004

Agenda Section: Planning, Land Use & Zoning

No. 9B

**Agenda Item:** Community Facilities Committee Recommendations

**Background Information for January 20, 2004:**

The City Council created the Community Facilities Committee on October 1, 2002. The task assigned to the Committee was to conduct further research and develop recommendations to the City Council regarding implementation of the findings of the "Community Facilities and Staffing Report" that was completed by the Planning Commission earlier in 2002. Committee membership is Council Members Siedow and Delapp; Planning Commission Chair Helwig and Member Sessing; Park Commission Chair Schumacher; MAC Committee Chair Talcott; and, at-large citizen Tom Armstrong (former Planning Commission Chair).

The Committee held its initial meeting on July 24, 2003, with Council Member Siedow presiding as elected Chairman. At that meeting and several subsequent meetings of the Committee, Members, with the assistance of the City's Financial Advisor, Appraiser Scott Renne, and TKDA Architect Teri Olsen investigated several options for siting of a new City Complex that would include City Hall, Public Works/Parks, and Library. Two undeveloped sites within the Old Village planning area; and, two existing site/structures in the Old Village were analyzed from suitability and probable cost perspectives.

At its January 14, 2004 meeting the Committee unanimously voted to narrow active consideration to the existing Brookfield II building and 3.5 acre site across from the present City Hall, with the understanding that the three other sites could be again considered should the Brookfield II site be found lacking in any respect in the near future.

(Community Facilities – Continued on Page 2)

**Action items:**

Motions to either refer the City Hall Complex back to the Community Facilities Committee for additional work (with direction); or, to direct the Committee, Staff and City Consultants to proceed as follows:

1. Enter into an Agreement with the owners of Brookfield II for contingent purchase.
2. Authorize TKDA to proceed with the next level of planning upon Agreement execution on Brookfield II.
3. Direct the Committee to initiate a Public Information Program regarding the City Complex Project.

**Person responsible:**

City Planner

**Attachments:**

1. Concept Drawings of the City Complex Project

**Time Allocated:**




**(Community Facilities – Continued from Page 2)**

The Committee recommends the following as next steps by the City in this regard:

1. Immediately enter into to an Agreement with the owners of Brookfield II to establish a purchase price, and provide time to design the improvements to the building/site; and, to arrange City financing of the project. Time will also be required to work out how present Brookfield tenants would be accommodated during construction activity and once the City moves in to about 40% of the tenant space. Many present tenants could stay on, but may need to move to other areas of the building.
2. The City should prepare a detailed brochure to be directly distributed to all City residents fully explaining the project. Resident feedback would be solicited over a period of several weeks. I do not recommend an Internet “blind” yes/no poll however.
3. Based on the outcome of #2, arrange a non-referendum bond issue to cover the amount of the project expense that exceeds the prudent commitment of City cash reserves – slightly over \$1 million.

The Committee recommends execution of these tasks promptly to take full advantage of the 2004 construction season, and the still-favorable bond market. The scheduling concept would be to have the work complete, and the City moved in by the end of 2004.

From the staff perspective, the Committee has done an expedient and commendable job with its assignment. They should be empowered to continue to monitor and coordinate this program – if approved by the City Council. We believe the program they have recommended is in the best interests of the City – and reasonably responsive to the goals the City expressed for sustaining a Public presence in the Old Village. On top of that, we believe the program represents the “bang for the buck” that our taxpayers expect from their leaders.

<p>Lake Elmo City Council January 20, 2004</p>	<p><b>Agenda Section: Planning, Land Use &amp; Zoning</b></p>	<p><b>No. 9C</b></p>
<p><b>Agenda Item:</b> Prairie Ridge Office Park – Final Plat/PUD Plan/Site Plan</p>		
<p><b>Background Information for January 20, 2004:</b>          At its December 8, 2003 meeting the Planning Commission adopted (7-2, Sedro and Berg opposed) a recommendation for approval of the Final Plat/PUD Plan/Site Plan for this project to construct 5 office buildings on a site of 17 acres at Stillwater Blvd. and State Highway 5. The recommendation was subject to conditions regarding design: 1.) Compliance with exterior surfacing requirements of the LB District; and, 2.) Reduction in the number of off street parking spaces from 152 to 140. The dissenting votes related to the desire of those commissioners to view whatever substitute exterior surfacing the applicants propose for compliance with the LB Architectural Standards.</p> <p>On December 12 the applicant submitted revised architecture for the buildings that proposes 100% brick – which complies with LB exterior surfacing standards, but no revision of off street parking has been proposed by the applicant.</p> <p>The Final Plat, Declaration and Final Construction Plans have been reviewed by the appropriate parties; and, a Developers Agreement has been prepared by the City Attorney and executed by the applicant. The delay in bringing this application to the Council has been the result of several modifications to utility plans requested by the City Engineer (that have been completed); and, Oakdale’s review of the amended water service agreement to enable this site to be served with Public water via the Lake Jane system. All other conditions of the Development Stage Plan approval have been complied with; and, the exterior lighting plan complies with City Code. I recommend approval of the Final Plat/Final PUD Plan /Section 520 Site Plan of Prairie Ridge subject to payment of fees/provision of development security; and, no release of Building Permits until the amended Water Service Agreement with Oakdale has been executed by both cities.</p>		
<p><b>Action items:</b>          Motion to adopt Resolution #2004 – approving the Final Plat/Final PUD Plan/Section 520 Site Plan of Prairie Ridge Office Park per plans staff-dated November 24, 2003 (Site and Grading), and December 12, 2003 (Architectural Elevations); and, subject to conditions listed.</p>	<p><b>Person responsible:</b>            City Planner</p>	
<p><b>Attachments:</b></p> <ol style="list-style-type: none"> <li>1. Draft Resolution #2004 - , Approving Plat/PUD/Site Plan</li> <li>2. Planning Commission Minutes of December 8, 2003</li> <li>3. City Council Resolution #2003-085</li> <li>4. Draft Development Agreement</li> <li>5. Applicant’s Graphics</li> </ol>	<p><b>Time Allocated:</b></p>	

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

**RESOLUTION NO. 2004-010**

**A RESOLUTION APPROVING THE FINAL PLAT AND FINAL PUD PLAN OF  
PRAIRIE RIDGE OFFICE PARK**

**WHEREAS**, at its October 7, 2003 meeting, the Lake Elmo City Council approved the PUD Development Stage Plan and Preliminary Plat of Prairie Ride Office Park,

**WHEREAS**, at its December 8, 2003 meeting, the Lake Elmo Planning Commission recommended approval of the Final Plat/PUD Plan/Site Plan for the construction of 5 office buildings on a site of 17 acres at Stillwater Boulevard and State Highway 5, known as the Prairie Ridge Office Park.

**WHEREAS**, at its January 20, 2004 meeting, the Lake Elmo City Council reviewed the Final Plat and Final PUD Plan/Section 520 Site Plan of Prairie Ridge Office Park per plans staff-dated November 24, 2003 (Site and Grading), and December 12, 2003 (Architectural Elevations),

**NOW, THEREFORE, BE IT RESOLVED**, that the Lake Elmo City Council does hereby approve and accept the FINAL PLAT AND FINAL PUD PLAN AND SITE PLAN OF PRAIRIE RIDGE OFFICE PARK, per plans staff dated November 24, 2003 (Site and Grading), and December 12, 2003 (Architectural Elevations), based upon the following findings:

1. Reduction of off street parking to the 140 spaces required as a minimum by the Zoning Ordinance, with the balance depicted by the Plan (12 spaces) to be shown on the Site Plan as "Proof of Parking" only.
2. Signage be incorporated along Stillwater Boulevard (in concert with Washington County) to advise motorists of the new access point to Stillwater Boulevard north of the viaduct.
3. Compliance with the recommendations of the City Engineer and City Attorney.
4. Subject to payment of fees/provision of development security.
5. No release of building permits until the amended Water Service Agreement with Oakdale has been executed by both cities.

**ADOPTED**, by the Lake Elmo City Council this 20th day of January, 2004.

\_\_\_\_\_  
Lee Hunt, Mayor

ATTEST:

\_\_\_\_\_  
Charles E. Dillerud, City Administrator

**City of Lake Elmo  
Old Village Special Projects Planning Commission Meeting  
Minutes of December 8, 2003**

Chairman Helwig called to order the Lake Elmo Planning Commission Meeting at 7:00 p.m.  
COMMISSIONERS PRESENT: Ptacek, Meldahl, Sedro, Johnson, Bunn, Pelletier, Van Pelt (7:01)  
Berg (7:10), Deziel (7:45). STAFF PRESENT: Chuck Dillerud, City Planner and Kimberly Schaffel,  
Recording Secretary.

**Pledge of Allegiance**

**AGENDA**

M/S/P, Johnson/Sedro, Add Old Village Minutes after the Old Village convenes. **VOTE: 7:0.**  
M/S/P, Sedro/Ptacek, To approve November 10, 2003 Minutes. **VOTE: 7:0.**  
M/S/P, Ptacek/Johnson, To approve November 24, 2003 Minutes. **VOTE: 8:0.**

**CONTINUED - PUBLIC HEARING - VARIANCE - OHW - REED - 8056 HILL TRL**

M/S/P, Ptacek/Johnson, To take from the table the matter of the variance for 8056 Hill Trail. **VOTE: 8:0.**

The City Planner reviewed the revisions submitted by The Reeds which include moving the garage further north and adding six feet to the length of the garage. The 30 foot setback to Hill Trail is maintained. Therefore, the only variance is the minor encroachment within OHW. The driveway setback must be five feet from the property line, and that will be handled by the Building Official when the building permit is applied for.

**The City Planner's recommended Findings were:**

1. The property can not be put to reasonable use without the granting of the variance requested. Reasonable use must be defined in the context of contemporary housing standards and design. The proposed modifications are in keeping with both.
2. The variance requested results from circumstances unique to properties where principal structures were constructed prior to adoption of Shoreland Regulations; and, the circumstances of the variance were not solely created by the applicant.
3. Granting of the variance will not change the essential character of the neighborhood, if said neighborhood is defined by the preponderance of contemporary lake front housing in the City.

M/S/P, Ptacek/Van Pelt, To approve the variance from the OHW Shoreland setback for the plan staff dated December 4, subject to compliance with the recommendations of the VBWD and the City Engineer, and that the proposed driveway must meet the five foot setback standards from the north property line.

The commissioners discussed how the 100 year old tree might be saved. Mr. Reed said he plans to put on the two-car garage doors, and save the third garage for when the tree dies.

**VOTE: 8:0:1** (Abstain: Commissioner Berg just arrived).

This item will go before the City Council on Tuesday, December 16, 2003.

**SECTION 520 SITE PLAN AND PUD FINAL PLAN - PRAIRIE RIDGE OFFICE PARK**

The City Planner reported that this is the third stage of the PUD process. Previous stages were approved. This application includes a Final Plat which goes directly to the City Council. Conditions of Preliminary Plan Approval were four, which included 140 spaces minimum parking—a reduction. The applicants have reduced the number of parking spaces to 152. In addition, they show six spaces on the periphery of the plan as proof of parking. West of the underpass a sign will be needed to advise motorists of curb cut access which is essentially a blind spot. The plan shows nothing there, and that is a county issue. Exterior landscaping was to be added, but will be measured for plan value per the code prior to building permit issuance. They have been inserted in some locations where previously none existed, but staff

calculations show the applicant is short about 472 square feet. The applicant has submitted a revised surface water drainage approach consistent with what the commission and council had in mind. Two areas are lowered in elevation and those will be filtration areas for off-street parking surface water runoff.

He also reported that staff reviewed the Section 520 Site Plan issues that go beyond a PUD Development Plan. Exterior architecture was discussed at that stage. Materials allowed for exterior surfacing are brick, stone, or glass. The primary material is fixed around 62-65% of the total with the balance being concrete board. The standard indicates natural, full-depth stone. A cross-section of the wall reveals cultured stone, in a thin layer. There are quantitative issues for both primary and accent materials; and a potential issue with the material being used. The City Council accepted the asphalt shingle the applicant presented. The lighting grid for off-street parking does meet our current code.

He concluded that, while these issues are insufficient to reject this application, staff's view is that the applicant should comply with the standards. The Planner suggested a recommendation for approval subject to conditions:

1. Reduction in the number of constructed off-street parking spaces to 140, and increase in the amount of parking island landscape area to not less than 31 square feet per constructed parking space.
2. Adjustment of the exterior surfacing plans to 70% cultured stone; and not "Accent Surfacing" in an amount greater than 20% of the balance of the exterior surface -- both adjusted for glass area.
3. Compliance with the recommendations of the City Engineer and City Attorney.

Discussion ensued regarding the code's specific design standards. A straw poll revealed the commissioners prefer the appearance of stone; appreciate the weather resistance of cultured stone; but would like to see a sample for approval.

M/S/P, Ptacek/Van Pelt, Recommendation of approval to the City Council subject to conditions in staff's report dated December 4, 2003, with an additional condition (4) that a dimensional sample of the proposed cultured stone be brought in to the City Council for its inspection. **VOTE: 7:2** - Sedro, Berg- They would like to see the materials first.

#### **CITY COUNCIL UPDATE**

The lot division on Olson Lake Trail was approved and River Valley Christian Church was also approved as the Planning Commission recommended.

The City Council has hired a search firm to look for a new City Administrator. Their primary goal is to develop a profile in what the city wants in an administrator. They will interview chairs of some commissions. The City Council also has directed hiring an Assistant Planner. There have been twenty-eight applicants. A landscape/architect background was requested. Interviews will occur in January.

There will be no more meetings in 2003.

**ADJOURN PLANNING COMMISSION AT 7:48 P.M. FOR FIVE MINUTES.**

**CONVENE OLD VILLAGE SPECIAL PROJECTS PLANNING COMMISSION AT 7:53 P.M.**

#### **MINUTES**

M/S/P, Sedro/Johnson, To approve the Minutes of August 25, 2003. **VOTE: 10:0:1** (Abstain: Ptacek).

M/S/P, Johnson/Sedro, To approve the Minutes of September 8, 2003. **VOTE: 11:0.**

#### **CONTINUED - PUBLIC HEARING - CAPITAL IMPROVEMENT PROGRAM**

The City Planner reported that Streetscape improvements were not included in the CIP. Spreadsheets with the construction cost details were provided the Commission because the Planning Commission asked the Old Village Commissioners to help decide this matter. These are the same spreadsheets that were reviewed in August.

He stated that the County Highway Department advised that they would like to keep Lake Elmo Avenue

CITY OF LAKE ELMO  
WASHINGTON COUNTY, MINNESOTA

RESOLUTION NO. 2003-085

A RESOLUTION APPROVING THE PUD DEVELOPMENT STAGE PLAN AND  
PRELIMINARY PLAT OF PRAIRIE RIDGE OFFICE PARK

WHEREAS, at its May 20, 2003 meeting, the Lake Elmo City Council approved the application of Peter and Hill Tacheny and Daniel and Wendy Tacheny for a Planned Unit Development Concept plan to construct seven office buildings containing 35,000 square feet; and the net leasable building area to not more than 32,000 square feet area on a site of 17 acres at State Highway 5 and Stillwater Blvd. known as Prairie Ridge Office Park.

WHEREAS, at its September 22, 2003 meeting, the Lake Elmo Planning Commission recommended approval of the PUD Development Stage Plan and Preliminary Plat of Prairie Ridge Office Park per plans staff dated August 25, 2003, and subject to conditions.

WHEREAS, the PUD Development Stage Plan and Preliminary Plat of Prairie Ridge Office Park was presented to the City Council at its October 7, 2003 Council Meeting.

NOW, THEREFORE, BE IT RESOLVED, that the City Council for the City of Lake Elmo does hereby approve and accept the Planned Unit Development Stage Plan and Preliminary Plat of Prairie Ridge Office Park per plans staff dated August 25, 2003, based on the following findings.

1. The PUD Development Stage Plan complies with the approved Concept Plan, including the Conditions to Concept Plan approval.
2. The application documentation generally complies with the requirements of the PUD Section of the Zoning Ordinance.
3. The application documentation generally complies with the requirements of Section 400 of the City Code regarding Preliminary Plats.
4. The Preliminary Plat and Preliminary Construction Plans comply with the subdivision design standard of Section 400 of the City Code.

Further that the applicant shall comply with the following conditions:

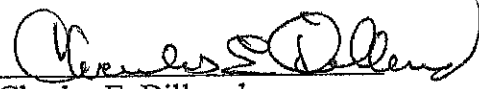
- ✓ 1. Reduction of off street parking to the 140 spaces required as a minimum by the Zoning Ordinance, with the balance depicted by the Plan (24 spaces) to be shown on the Site Plan as "Proof of Parking" only.
- ✓ 2. Signage be incorporated along Stillwater Blvd. (in concert with Washington County) to advise motorists of the new access point to Stillwater Blvd. north of the viaduct.

3. The applicant should include additional parking lot interior landscaping (per Code) and rainwater garden parking lot surface water treatment (per Valley Branch) in subsequent Site Plan designs.
4. Compliance with the recommendations of the City Engineer, and City Attorney.

ADOPTED, by the Lake Elmo City Council on October 7, 2003.

  
Lee Hunt, Mayor

ATTEST:

  
Charles E. Dillerud  
Acting City Administrator



**DEVELOPMENT AGREEMENT  
Prairie Ridge Office Park**

- 1.00 Parties. This Agreement is dated the 11th day of December, 2003, and is entered into by and between City of Lake Elmo, a Minnesota municipal corporation (herein "**City**"); and Lake Elmo Land Development, LLC, a Minnesota limited liability corporation (herein as "**Developer**").
- 2.00 Property Description. Developer represents they are the record fee owners of the following described property, which will be platted as Lots 1 through 15, Prairie Ridge Office Park, Washington County, Minnesota:

That part of the East ½ of the Southeast 1/4 of Section Sixteen, Township Twenty-Nine, Range Twenty-One West, being 17 acres more or less, located north of the Chicago Northwestern Railroad right-of-way and south of State Highway No. 212; except that parcel previously conveyed by Quit Claim Deed, dated January 10, 1981, filed of record as Document No. 414277.

- 3.00 Final Plat Approval. On the \_\_\_ day of \_\_\_\_\_, 200\_\_\_, the City Council approved the final plat of Prairie Ridge Office Park which is attached and incorporated as **Exhibit A**. The City's approval was conditioned upon the Developer entering into this Development Contract.
- 4.00 Planned Unit Development. The property is being developed as a planned unit development. The documentation for the planned unit development shall consist of this Development Agreement, the final plat and the plans and specifications for the improvements referenced in Section 5.01.
- 5.00 Terms and Conditions. NOW, THEREFORE, in reliance upon the representations contained herein; in compliance with the City's Zoning and Subdivision Regulations; and in consideration of the mutual undertakings herein expressed, the parties agree as follows:
- 5.01 Developer Improvements. The Developer shall construct the following improvements in compliance with plans and specifications which have been reviewed and approved by the City's Consulting Engineer, which are attached and incorporated herein as **Exhibit B**:
- A. Site Grading and Turf Restoration. Site grading improvements shall include common excavation, subgrade correction, embankment and pond excavation. Turf restoration shall include seeding, mulching and erosion control.

RECEIVED  
DEC 12 2003

1. Site Grading Improvements shall be completed on or before the 1st day of October, 2004.
2. Turf restoration improvements shall be completed within 30 days of the completion of site grading unless an extension is approved by the City.

B. Landscaping. Developer shall complete all landscaping improvements on or before the 1st day of July, 2005.

5.02 Estimated Cost of Developer Secured Improvements. The estimated costs of Developer constructed improvements is as follows:

<u>Improvement</u>	<u>Estimated Cost</u>
Water Main Boring & Main & Turf Restoration	<u>\$225,000.00</u>
Site Grading and Turf Restoration	
Landscaping	<u>\$225,000.00</u>
Subtotal:	<u>\$450,000.00</u>
Total Security Required (125% of improvements)	<u>\$565,500.00</u>

5.03 Improvement Security. Prior to the City's endorsement of approval on the final plat, the Developer shall deposit security with the City Administrator in an amount equal to 125% of the City Engineer's estimate of the cost of constructing the Developer secured improvements which have not been completed and accepted by the City prior to final plat approval. The security may be in the form of a cash escrow fund, a performance bond, or a letter of credit. The form of security shall be approved by the City Attorney.

5.04 Reduction of Security. Upon completion of required improvements for the Property and acceptance by the City, the City Council shall reduce the amount of security for the completed improvements provided that in no case shall the total remaining security be equal to less than 125% of the estimated costs of the incomplete improvements.

5.05 Administrative Fees. Developer agrees to pay an administrative fee to the City in an amount equal to 2% of the Developer's secured improvements. The administrative fee for this project equals \$9,000.00. Administrative fees shall be paid before execution of plat by the City.

5.06 Recording Requirements. Prior to the conveyance of any of the lots in Prairie Ridge, and except as hereinafter provided, prior to the issuance of any development permits, the Developer shall provide the City with

evidence that the following documents, except as hereinafter provided, have been recorded.

A. Plat.

1. The Articles of Incorporation, Bylaws, and Declarations for Prairie Ridge Office Park.

5.07 Public Use Dedication. Developer shall pay a public use dedication fee to the City in the amount of \$\_\_\_\_\_ prior to execution of the plat by the City.

5.08 Binding Effect. The terms and provisions of this agreement shall be binding upon and inure to the benefit of the heirs, representatives, successors and assigns of the parties hereto and shall be binding upon all future owners of all or any part of the Property.

5.09 Notices. Whenever in this Agreement notice is required to be given by one party to the other, such notice shall be delivered personally or shall be sent by certified mail, return receipt requested to the following addressees. Such notice shall be deemed timely given when delivered personally or when deposited in the mail in accordance with this section.

If to the City:

Charles Dillerud  
Acting City Administrator  
City of Lake Elmo  
3800 Laverne Avenue North  
Lake Elmo, MN 55042

If to the Developer:

Daniel A. Tacheny  
Chief Manager  
Lake Elmo Land Development, LLC  
2980 Rice Street  
Little Canada, Minnesota 55113

5.10 Incorporation by Reference. All plans, special provisions, proposals, specifications and contracts for the improvements furnished and let pursuant to this Agreement shall be and hereby are made a part of this Agreement by reference as if fully set out herein.

5.11 Default. The occurrence of any of the following shall be considered an "event of default" in the terms and conditions contained in this Agreement:

- A. Failure of the Developer to comply with any of the terms and conditions contained in this Agreement.
- B. The failure of the Developer to comply with any applicable ordinance or statute with respect to the development of the Property.

5.12 Remedies. Upon the occurrence of a default, the City shall forward a written notice to the Developer. Developer shall have 30 days to correct the default. An additional time may be allowed if Developer is pursuing reasonable efforts to correct the default, but needs more than 30 days. If Developer fails to correct the default, the City, in addition to any other remedy which may be available to it, shall be permitted to do any of the following:

- A. City may make advances or take other steps to cure the default, and, where necessary, enter the Property for that purpose. The Developer shall pay all sums so advanced or expenses incurred by the City, upon demand, with interest from the dates of such advances or expenses at the rate of 10% per annum. No action taken by the City pursuant to this section shall be deemed to relieve the Developer from curing any such default to the extent that it is not cured by the City or from any other default hereunder. The City shall not be obligated, by virtue of the existence or exercise of this right, to perform any such act or cure any such default. The Developer shall save, indemnify, and hold harmless, including reasonable attorney fees, the City from any liability or other damages which may be incurred as a result of the exercise of the City's rights pursuant to this section.
- B. Obtain an Order from a Court of competent jurisdiction requiring the Developer to specifically perform its obligations pursuant to the terms and provisions of this Agreement.
- C. Exercise any other remedies which may be available to it including an action for damages.
- D. Withhold the issuance of any or all building permits and/or prohibit the occupancy of all building(s) for which permits have been issued.
- E. In addition to the remedies and amounts payable as set forth herein, upon the occurrence of an event of default, the Developer shall pay to the City all fees and expenses, including reasonable attorney, engineering and consulting fees, incurred by the City as a result of the event of default, whether or not a lawsuit or other action is formally taken.

IN WITNESS WHEREOF, the City and Developer have caused this Agreement to be executed as of the date and year first above written.

**CITY OF LAKE ELMO,  
a Minnesota statutory city**

\_\_\_\_\_  
Lee Hunt, Mayor

ATTEST:

\_\_\_\_\_  
Charles Dillerud, Acting City Administrator

**DEVELOPER:**

LAKE ELMO LAND DEVELOPMENT, LLC

By: *Daniel A. Tacheny*  
Daniel A. Tacheny, Chief Manager

STATE OF MINNESOTA            )  
  ) ss.  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_ day of \_\_\_\_\_, 2003, before me, a notary public within and for said county, personally appeared Lee Hunt and Charles Dillerud, to me known to be respectively the Mayor and Acting City Administrator of the City of Lake Elmo, and they executed the foregoing instrument and acknowledged that they executed the same by authority of and on behalf of City of Lake Elmo.

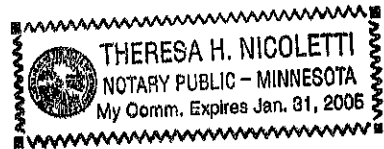
\_\_\_\_\_  
Notary Public

STATE OF MINNESOTA            )  
  ) ss.  
COUNTY OF Washington)

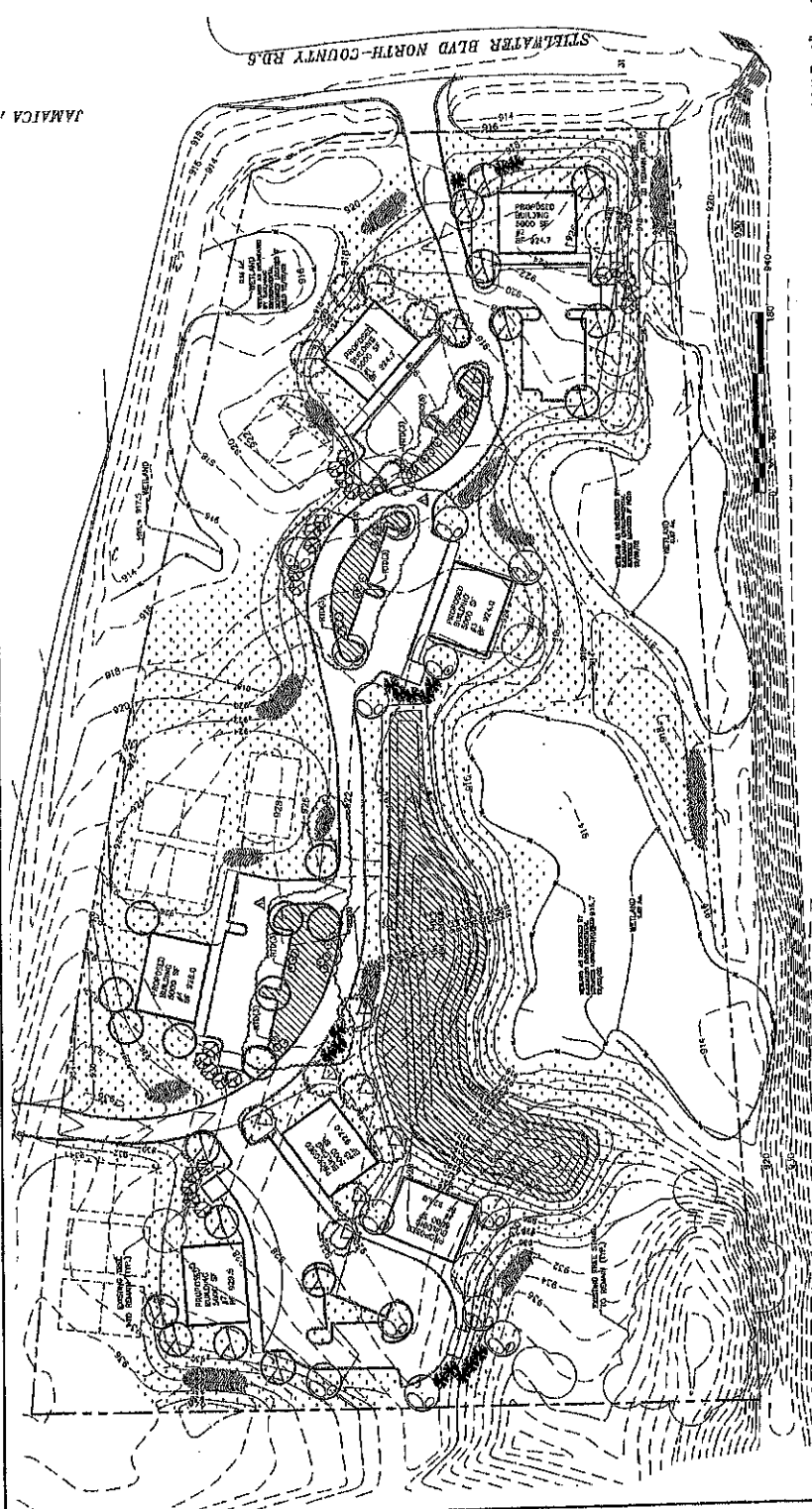
On this 11th day of December, 2003, before me, a notary public within and for said county, personally appeared Daniel A. Tacheny, to me known to be the Chief Manager of the Lake Elmo Land Development, LLC, a Minnesota limited liability company, and he executed the foregoing instrument and acknowledged that he executed the same by authority of and on behalf of company.

*Theresa H. Nicoletti*  
Notary Public

**THIS INSTRUMENT WAS DRAFTED BY:**  
PETERSON, FRAM & BERGMAN, P.A. (JPF)  
50 East Fifth St., #300  
St. Paul, MN 55101  
(651) 291-8955  
F:\users\Janice\Jerry\LE\Prairie Ridge\Development Agreement - 2.doc







SCALE: 1" = 60'

1. TREE PLANTING & SEEDING PLAN

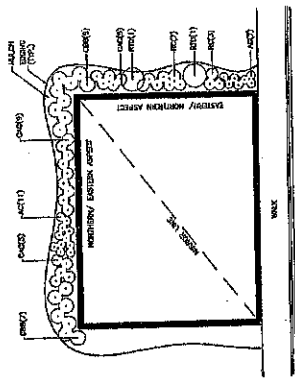
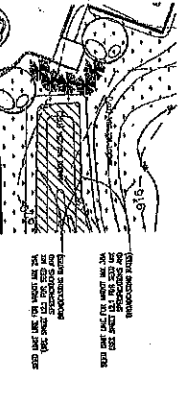
LANDSCAPE MATERIAL SCHEDULE - TREES

SYMBOL	NO.	DESCRIPTION	SIZE (DIA.)	QUANTITY
(Symbol)	1	SHRUB	18"	1
(Symbol)	2	SHRUB	24"	1
(Symbol)	3	SHRUB	36"	1
(Symbol)	4	SHRUB	48"	1
(Symbol)	5	SHRUB	60"	1
(Symbol)	6	SHRUB	72"	1
(Symbol)	7	SHRUB	84"	1
(Symbol)	8	SHRUB	96"	1
(Symbol)	9	SHRUB	108"	1
(Symbol)	10	SHRUB	120"	1
(Symbol)	11	SHRUB	132"	1
(Symbol)	12	SHRUB	144"	1
(Symbol)	13	SHRUB	156"	1
(Symbol)	14	SHRUB	168"	1
(Symbol)	15	SHRUB	180"	1
(Symbol)	16	SHRUB	192"	1
(Symbol)	17	SHRUB	204"	1
(Symbol)	18	SHRUB	216"	1

LANDSCAPE MATERIAL SCHEDULE - SHRUBS

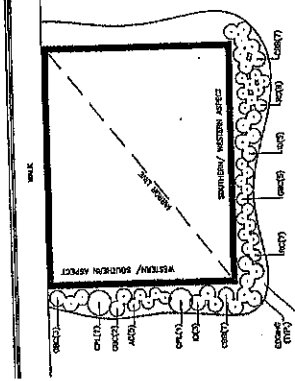
SYMBOL	NO.	DESCRIPTION	SIZE (DIA.)	COMMENTS
(Symbol)	19	SHRUB	18"	DECIDUOUS SHRUBS
(Symbol)	20	SHRUB	24"	DECIDUOUS SHRUBS
(Symbol)	21	SHRUB	36"	DECIDUOUS SHRUBS
(Symbol)	22	SHRUB	48"	DECIDUOUS SHRUBS
(Symbol)	23	SHRUB	60"	DECIDUOUS SHRUBS
(Symbol)	24	SHRUB	72"	DECIDUOUS SHRUBS
(Symbol)	25	SHRUB	84"	DECIDUOUS SHRUBS
(Symbol)	26	SHRUB	96"	DECIDUOUS SHRUBS
(Symbol)	27	SHRUB	108"	DECIDUOUS SHRUBS
(Symbol)	28	SHRUB	120"	DECIDUOUS SHRUBS
(Symbol)	29	SHRUB	132"	DECIDUOUS SHRUBS
(Symbol)	30	SHRUB	144"	DECIDUOUS SHRUBS
(Symbol)	31	SHRUB	156"	DECIDUOUS SHRUBS
(Symbol)	32	SHRUB	168"	DECIDUOUS SHRUBS
(Symbol)	33	SHRUB	180"	DECIDUOUS SHRUBS
(Symbol)	34	SHRUB	192"	DECIDUOUS SHRUBS
(Symbol)	35	SHRUB	204"	DECIDUOUS SHRUBS
(Symbol)	36	SHRUB	216"	DECIDUOUS SHRUBS

LANDSCAPE SEEDING LEGEND



2. NORTH & EAST FOUNDATION PLANTING PLAN TYPICAL

SCALE: 1" = 20'



3. SOUTH & WEST FOUNDATION PLANTING PLAN TYPICAL

SCALE: 1" = 20'

WOOD TRUSSES  
24" O.C.

ARTIC

L BARREL

CEILING FINISHES BY NUMBER 5 (MINIMUM 5/8" GYP BOARD)

WALL FINISHES AND INSULATION BY CONTRACTOR (MINIMUM 5/8" GYP BOARD)

ALL JOINTS (NO MESH) AND WIND EXPOSED GRANULAR FILL

ARCHITECTURAL DESIGN

11/12/04  
DOD

5' 12"

NOTE: 1 HR. RATED FIREWALL EACH SIDE OF PROPERTY LINE SEE 1/3

BLDG AND PROPERTY LINE

ROOF VENTS TYPICAL BETWEEN TRUSSES TYPICAL

1 HR. RATED EXTERIOR WALL 4" O.C. EACH SIDE OF PROPERTY LINE

WOOD PROTECTED PRINTER BOARD

BRICK ROWLOCK COURSE

BRICK ROWLOCK COURSE

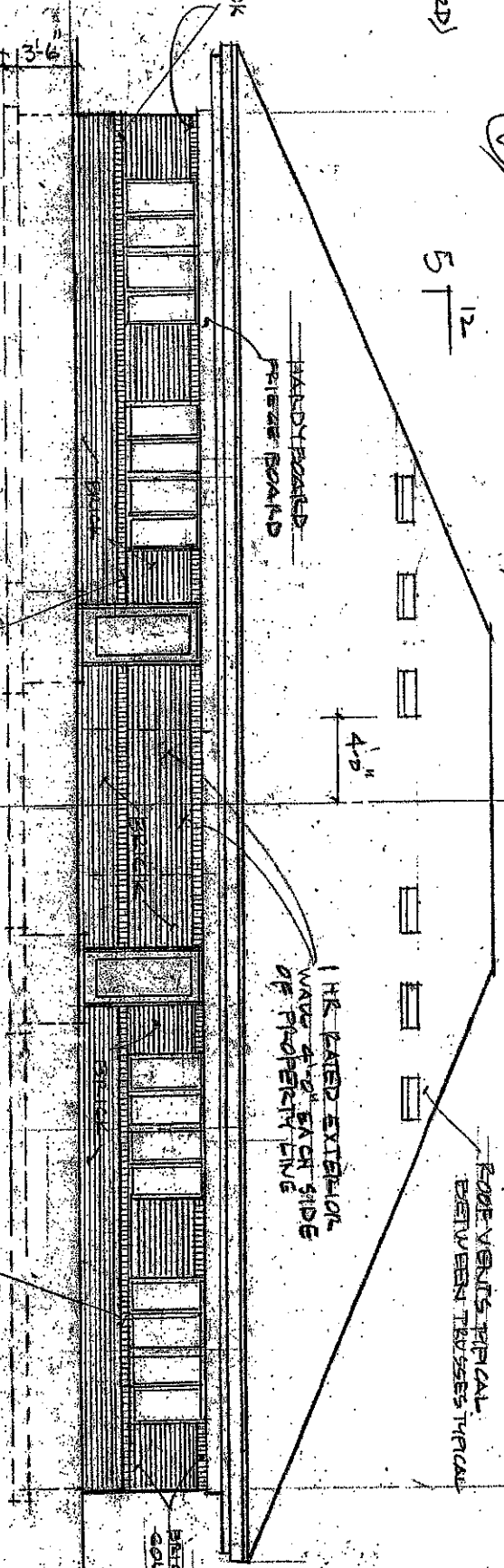
BRICK SIDING

BRICK COURSE

2

REAR ELEVATION

Scale 1/8" = 1'-0"





1/12/34  
 NOTE - 1 HR. RATED  
 FIRE WALL EXACT SIDE  
 OF PROPERTY LINE  
 SEE P. 3

BRDG. AND  
 PROPERTY LINE

INDICATED ARCHITECTURAL  
 AS PRACT. SHINGLES

4'-0"

1 HR. RATED WALLS  
 EXTEND MIN. 4'  
 PAST EXTERIOR  
 WALL

WATER BOARD  
 FRAGILE BOARD

CLAD ELEMENTS &  
 SOFFITS

12  
 5

3'-8"  
 BRICKS EXPOSED  
 COURSE

3'-0"  
 3'-0"

BRICKS  
 SILL'S = 0

NOTE - 1 HR. FIRE WALLS CONTINUE  
 TO BEYOND EXTERIOR EXTENSIVE WALL  
 SEE ELEVATION P. 3

FRONT ELEVATION

SCALE 1/8" = 1'-0"

NOTE - PROVIDE SKETCHY  
 FOR OPTIONAL BRICK  
 ROUINS FRONT ELEVATION ONLY

INSULATED  
 TRUSS & ALUM.  
 ENTRANCE AND  
 SIDE LIGHTS

BRICK PIERS

BRICK SILL'S

RIOR ELEVATIONS  
 WALL SECTION

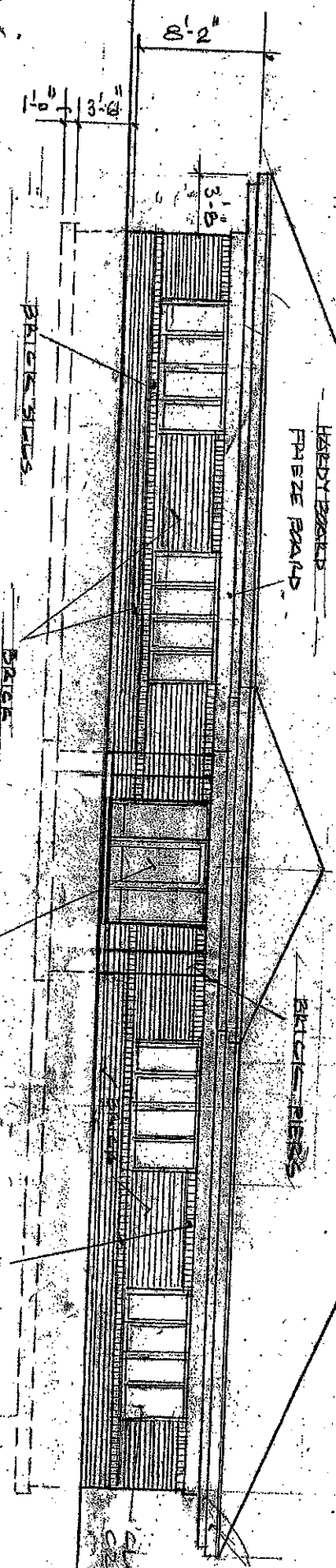
I hereby certify that this plan, specification, or report  
 was prepared by me or under my direct supervision  
 and that I am a duly Registered Architect under

11/18/04  
DODD

5' 12"

12' 5"

LAMINATED ARCHITECTURAL  
ASPHALT SHINGLES



4 ALTERNATE ELEVATION (5000 SQ. FT.)  
 1 SCALE: 1/8" = 1'-0"

NOTE: PROVIDE ALTERNATE FOR OPTIONAL BRICK RUDIN'S FIRST ELEVATION ONLY

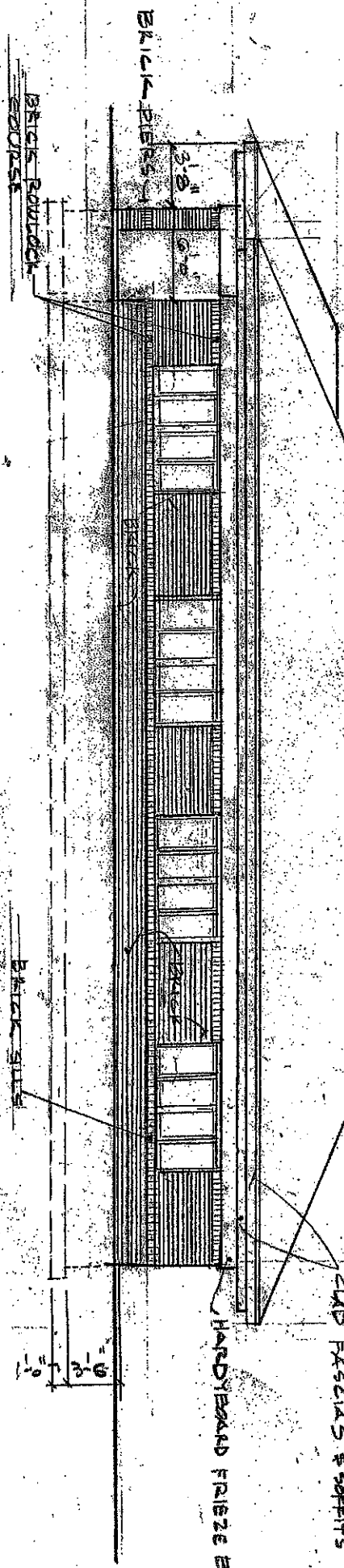
1/18/04  
DGS

ROOF VENTS BETWEEN  
TRUSSES TYPICAL

TERRAZZO ARCHITECTURAL  
ASPHALT SHINGLES

CHUB FASCIA & SOFFITS

HARDBOARD FRIEZE BOARD



5 TYPICAL SIDE ELEVATION

1

SECTION LINE

1/ SITE AMENDMENTS  
4' x 6" @ 2500 SAFT  
NE CENTER OF BUILDINGS)  
THRU PIPE = I.B.  
GROUP = B (40 BS VEHICLED)  
200/100 = 2.5

<p>Lake Elmo City Council January 20, 2004</p>	<p>Agenda Section: City Administrator's Report</p>	<p>No. 11A</p>
<p><b>Agenda Item:</b> Personnel Policy – Flex Time</p>		
<p><b><u>Background Information for January 20, 2004:</u></b></p> <p>I have attached that portion of the Personnel Policy amendments that the Council acted to table at the January 6 meeting – “Flex Time” for overtime exempt staff. I have also attached my Memo for the January 6 meeting in which I address this concept – among other things. My comments/observations regarding overtime exempt staff remain as there written.</p> <p>If the Council decides to take no action on this proposal, the present Policy regarding time worked by overtime exempt staff in excess of normal office hours (40/week) will remain the guiding Policy. – 1 hour of Comp Time for each 3 hours worked, with maximum accrual not to exceed 16 hours.</p> <p>Note that under the current Policy, <u>non-exempt</u> (overtime eligible) staff may also accrue Comp Time (at a rate of 1.5 hours for each hour worked) with the same 16 hour maximum accrual.</p>		
<p><b><u>Action items:</u></b> Motion regarding the draft “Flex Time” Policy for overtime exempt City staff.</p>	<p><b><u>Person responsible:</u></b> Acting City Administrator</p>	
<p><b><u>Attachments:</u></b></p> <ol style="list-style-type: none"> <li>1. Draft “Flex Time” Policy for Exempt Employees</li> <li>2. January 6 Acting Administrator Memo</li> </ol>	<p><b><u>Time Allocated:</u></b></p>	

## **EXEMPT EMPLOYEE FLEX-TIME GUIDELINES**

Exempt employees may accrue flex-time on a 1:1 ratio for attending various meetings outside of their normal work day. Exempt employees may use accrued flex-time as approved by their supervisor, but no more than 9 consecutive hours of flex time may be used. Exempt employees shall be compensated for no more than eighty (80) hours of accrued flex-time upon termination.

<b>Lake Elmo City Council Jan, 20<sup>th</sup> 2004</b>	<b>Agenda Section: MAINTENANCE/PARK/FIRE/BUILDING</b>	<b>NO. 7A</b>
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**Agenda Item: Compact Wheel Loader Replacement/Purchase**


**Background Information for January 20<sup>th</sup>, 2003**

The Public Works Department has met with the Maintenance Advisory Commission in regards to the CIP replacement of the backhoe/loader. The consensus and recommendation from the MAC and Public Works Department is to replace the backhoe/loader with a compact wheel loader. Pricing is as follows:

New Machine-2004 Case 321HS State Contract # 430487	\$63,047.00
Trade In- 1995 Ford 6555D	<u>-\$32,750.00</u>
	Diff. \$30,297.00
Falls Plow and Hitch	\$7,585.00
Lights and Lettering	\$800.00
Taxes	\$2,514.33
<b>TOTAL</b>	<b>\$41,196.33</b>

The 2004 CIP is budgeted for \$50,000 for this purchase. The purchase will be made under the State Cooperative Purchasing Contract, and therefore will be exempt from local competitive bidding.

**Acting Administrator's Comments:** I concur in Mike's purchase recommendation. This new unit, including replacement of the unit type (small loader for tractor backhoe) has been discussed with both MAC and former Maintenance Supervisor Olinger. Both MAC and all staff involved concur that this is an appropriate action. The Public Works Equipment Reserve Account showed a 12/31/03 balance on hand of \$171,296.

<p><b><u>Action items:</u></b> Motion to approve City purchase of a 2004 Case 321HS loader (with trade-in of the City's 1995 Ford tractor backhoe) under CPV Contract #430487 for a net cost of \$41,196.33.</p>	<p><b><u>Persons responsible:</u></b> M. Bouthilet </p>
<p><b><u>Attachments:</u></b> Capital Improvement Request MAC Minutes 2002-2008 CIP Section</p>	<p><b><u>Time Allocated:</u></b></p>

# City Of Lake Elmo Purchase Requisition

3800 Laverne Avenue North / Lake Elmo, Minnesota 55042

(651) 777-5510 Fax: (651) 777-9615

Date of Request: 12 Jan 04 Purchase Date: \_\_\_\_\_  
 Department: Public Works Purchase Amt: \$ 41,196.33  
 Vendor: St. Joseph Equipment  
 Address: GP 40 Hwy 101 Shakopee MN Phone: 952-445-5900

Quantity	Make/Model	Description	Unit Price	Total Cost
1		New Machine-2004 Case 321HS State Contract # 430487		\$63,047.00
		Trade In- 1995 Ford 6555D		-\$32,750.00
			Diff.	\$30,297.00
		Falls Plow and Hitch		\$7,585.00
		Lights and Lettering		\$800.00
		Taxes		\$2,514.33
		<b>TOTAL</b>		<b>\$41,196.33</b>

Justification: Needs and usage changes.

Bids/Quotations Required - Per City Policy (Over)

Name _____	Bid Price _____
Name _____	Bid Price _____
Name _____	Bid Price _____

Approved: [Signature] Date: 12 Jan 04  
 Department Head  
 Approved: [Signature] Date: 1/14/04  
 Finance Director  
 Approved: \_\_\_\_\_ Date: \_\_\_\_\_  
 City Administrator

# 321D Compact Wheel Loader



## ENGINE

Model ..... Perkins 1004-42  
 Type ..... 4-stroke  
 Cylinders ..... 4  
 Bore/Stroke ..... 4.06" x 5.00"  
 (105 X 127 mm)  
 Displacement ..... 258 in<sup>3</sup> (4.23 L)  
 Fuel injection ..... Direct  
 Fuel ..... #2 Diesel  
 Fuel filter ..... Replaceable, full flow  
 spin-on cartridge  
 Air filter ..... Dry type element  
 w/warning restriction indicator  
 Radiator  
 Core type ..... Staggered  
 Fan  
 Style ..... Puller  
 Diameter ..... 21" (535 mm)  
 Water pump  
 Style ..... Integral  
 Engine oil  
 Pump ..... Deep sump plate cooler  
 with pressurized  
 under-piston nozzles  
 Pump operating angle ratings  
 Side-to-side ..... Rated 35°  
 Fore and aft ..... Rated 35°  
 Oil filtration ..... Replaceable,  
 full flow spin-on cartridge  
 Engine speeds (rpm)  
 Rated speed, full load ..... 2200  
 Low idle ..... 1020-1080  
 High idle, no load ..... 2220-2280  
 Horsepower - Rated  
 Gross ..... 76 (56 kW) @ 2200 rpm  
 Net ..... 71 (52 kW) @ 2200 rpm  
 Peak torque @ 1400 rpm  
 Gross ..... 214 lb·ft (290 N·m)  
 Net ..... 202 lb·ft (273 N·m)  
 Torque rise ..... 19.34%

NOTE: Gross horsepower and torque per SAE  
 J1995. Net horsepower and torque per  
 SAE J1349.

## DRIVETRAIN

Transmission ..... Hydrostatic  
 transmission  
 Pump relief ..... 6743 psi (46 500 kPa)  
 Pump flow ..... 40 gpm (152.1 L/min)  
 Differential ..... Limited slip  
 w/45% transfer on front axles  
 Rear axle oscillation ..... 24° total  
 Front and rear axle  
 Differential ratio ..... 3.87  
 Planetary ratio ..... 6.00  
 Final axle ratio ..... 23.25  
 Planetaries ..... Outboard  
 Service brakes ..... Hydraulically  
 actuated, maintenance-free,  
 multiple wet disc w/accumulator  
 to rear axle & joint shaft  
 Brake surface area ... 263.5 in<sup>2</sup> per hub  
 (0.170 m<sup>2</sup>)  
 Parking brakes ..... Mechanical  
 Travel speeds - mph (km/h)  
 w/405/70 R20 tires  
 Forward Reverse  
 Low ..... 0-3.7 (0-6) ..... 0-3.7 (0-6)  
 High ..... 0-12.4 (0-20) ... 0-12.4 (0-20)

NOTE: Travel speeds at full engine throttle.

## ELECTRICAL

Voltage ..... 12 Volts, negative ground  
 Alternator ..... 65 amp  
 Batteries ..... (1) 12-Volt

## HYDRAULICS

Pump (steering/  
 implement) ..... Open-centered  
 pressure/flow compensated  
 Fixed gear type .....  
 19 gpm @ 2200 rpm @ 3335 psi  
 (72.1 L/min @ 2200 rpm @ 23 000 kPa)  
 Loader control valve ..... Open-center,  
 1 lever loader control w/  
 forward/neutral/reverse switch,  
 float detent  
 Loader auxiliary  
 Steering ..... Hydraulic orbital  
 center-pivot articulating  
 w/on-demand oil flow  
 Main relief pressure ..... 3335 psi  
 (23 000 kPa)  
 Filtration ..... 15-micron,  
 full flow replaceable cartridges  
 on return line, condition indicator  
 light for filter

## CYLINDERS

Lift cylinder  
 Bore diameter ..... 3.3" (85 mm)  
 Rod diameter ..... 2.0" (50 mm)  
 Stroke ..... 26.6" (675 mm)  
 Dump cylinder (Z-Bar)  
 Bore diameter ..... 3.9" (100 mm)  
 Rod diameter ..... 2.0" (50 mm)  
 Stroke ..... 16.9" (430 mm)



Dan reviewed replacing the 1986 Dump Truck with a tandem unit which has brought the cost on the CIP up to \$ 130 K from \$ 90K. He said he is checking into the cost of getting only a Chassis (Power Unit) with interchangeable bodies. This will allow us to have the advantage of many different type trucks without the costs. It will also save us money in insurance. Dan will get price comparisons and get back to us. He also reviewed the scheduled small loader in the CIP for 2006 and requesting it be moved back to 2005.

**A Motion** was made by Chuck S. and seconded by Dick G to recommend acceptance of the Public Works CIP with changes to be made of the removal of the Elgin Sweeper and replacing it with contract work. Moving the Small loader from 2006 to 2005 to replace the Back Hoe and the addition of a small bob cat Sweeper Attachment.  
The motion passed.

Dan also mentioned he plans to shrink-wrap some of the summer equipment so it can be stored outside this winter since we are so short of space. He said many other Cities are doing this.

Gregg M reviewed the Fire Dept CIP. With the new accounting system many items moved back to 2004 resulting in a large negative fund balance. We reviewed each item as to the possibility of moving it out to bring us more into balance. The end result was to move the Heavy Rescue, the imaging camera, and the generator to 2005 and to delete the Defibrillator in 2004. Gregg said they might be able to get an old generator unit from another City, but doesn't know if it will work. The remaining items should not be moved out for safety reasons, such as the turn-out gear.

There was a discussion as to the future of our city needs for fire protection. It was agreed we need to have a study done to insure we have adequate coverage without duplication. A professional study will cost us about \$ 20K but will perhaps save us money in the long run. It was agreed this should be added to the 2004 CIP.

**A Motion** was made by Chuck S and seconded by Bud T to recommend the Fire Dept CIP be accepted with the changes of moving the Heavy rescue unit, the Generator, and the Camera to 2005, and to add a Fire Dept Study at a cost of \$ 20,000 to 2004. Although the Fire Dept CIP has a negative fund balance for 2004 we recommend it be approved and some sort of alternative funding be looked at.  
The Motion Passed.

CITY OF LAKE ELMO  
CAPITAL ACQUISITION-Public Works Equipment

CAPITAL ACQUISITION -Public Works Equipment

ITEM	Amount	REPLACE YEAR	2003	2004	2005	2006	2007	2008
FUND BALANCE			106,296	93,070	176,370	104,670	149,970	198,270
ADDITIONS <i>T&amp;F C, F</i>			65,000	58,300	58,300	58,300	58,300	58,300
Sell Sweeper				75,000				

Total Additions	2003	2004	2005	2006	2007	2008
	65,000	133,300	58,300	58,300	58,300	58,300

Loader Final Pay	2003	28,226				
Tractor/Mower	2003	50,000				
Small Loader	2004		50,000			
Dump Truck	2005			130,000		

Air Compressor	2006	13,000			13,000	
Black Top Roller	2007	10,000				10,000
Wood Chipper	2008	40,000				30,000
Pick-Up	2008	40,000				40,000

Total Expenses	78,226	50,000	130,000	13,000	10,000	70,000
FUND BALANCE	93,070	176,370	104,670	149,970	198,270	186,570

<b>Lake Elmo City Council January 20, 2004</b>	<b>Agenda Section: Planning, Land Use &amp; Zoning</b>	<b><u>No.</u> 9A</b>
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**Agenda Item:** OHW Setback Zoning Variance – Reed, 8056 Hill Trail

**Background Information for January 20, 2004:**


At the December 16 meeting the Council tabled this request for a variance to enlarge a non-conforming structure. The non-conformity is from OHW setback, and is very minimal. On December 8, 2003 the Planning Commission had recommended approval of the variance.

While discussed briefly by the Planning Commission, no specific action was recommended regarding the applicant's representation that the driveway to the proposed new garage structure would extend to the north property line of the lot, and therefore not comply with the zoning ordinance setback standard of 5 feet. Staff advised the Commission that there did not appear to be a need for the driveway to encroach closer than the 5 feet required, and the City would insist on that setback with the building permit.

On December 16 Council Members voiced concern as to whether the garage would be physically accessible if the 5 foot setback is to be enforced. They requested the applicant to prepare a schematic demonstrating that vehicles could negotiate a driveway curvature to the garage that would result from applying the 5 foot setback. The focus of the Council's concern appeared to be avoiding the applicant returning at a later date for a driveway setback variance when they find the turning radius to be insufficient.

Staff has communicated with the applicants several times since December 19 regarding the driveway setback issue. The applicants requested that further consideration of this application be deferred pending their decision as to whether to proceed using the 5 foot driveway setback; or, reapply for a variance from the 5 foot driveway setback. On January 15 the applicants submitted the attached drawings that display their project with a 5 foot driveway setback assumed. One drawing shows vehicles on the driveway, but it does not clearly address whether the turning radius of the driveway would be sufficient.

**Action items:**  
 Motion to adopt Resolution #2004 - approving a variance from the OHW setback of Lake Demontreville at 8056 Hill Trail to enable expansion of the structure now non-conforming as to OHW setback per plans staff-dated January 15, 2003, subject to the applicants maintaining the 5 foot driveway setback; and, the understanding by the applicants that no future variance will be approved by the City Council for this property on the basis of hardship imposed by garage/driveway access constraints.

**Person responsible:**  
 City Manager 

**Attachments:**  
 1. Resolution #2004 - Approving Variance  
 2. Applicant's 1/15/04 Graphics  
 3. City Council Minutes of December 16, 2004

**Time Allocated:**

**(Variance – Continued from Page 1)**

In an effort to move this matter to conclusion staff has checked the turning radius for what would be the most constrained vehicle types that would be likely encountered at this residence – pickup trucks. We find those to range from a low of 19+ feet for a ½ ton Chevrolet to 24 feet for a ¾ ton Ford. We have also roughly calculated the outside and inside radii of the proposed driveway with a 5 foot setback to range from a minimum of 17 feet on the extreme west edge to 28 feet at the extreme east edge (nearest the house). It appears to staff that the two east bays of the garage would be accessible by almost any reasonable vehicle, but the west bay of the garage may be limited to access by a short wheelbase vehicle – not an unreasonable arrangement in our view with a 3 car garage.

We note also that the applicants have identified the location of a large Oak tree that exists in the yard. The applicants have previously suggested that they recognize that access to the west garage portion may be limited if the tree is to be saved. We view that as the applicant's choice – save the tree or have full access to all three garage bays.

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

**RESOLUTION NO. 2004-009**

**A RESOLUTION APPROVING A SHORELAND OVERLAY DISTRICT  
VARIANCE FOR JEFF REED AT 8056 HILL TRAIL N.**

WHEREAS, Jeff Reed, 8056 Hill Trail N., has made application for a variance from the Shoreland Overlay District Standards that will enable remodeling and enlargement of a currently non-conforming structure,

WHEREAS, at its November 24, 2003 meeting, the Lake Elmo Planning Commission held a Public Hearing and recommended approval of the requested variance subject to conditions based on the following findings:

1. The property can not be put to reasonable use without the granting of the variance requested. Reasonable use must be defined in the context of contemporary housing standards and design. The proposed modifications are in keeping with both.
2. The variance request results from circumstances unique to properties where principal structures were constructed prior to adoption of Shoreland Regulations; and, the circumstances of the variance were not solely created by the applicant.
3. Granting of the variance will not change the essential character of the neighborhood, if said neighborhood is defined by the preponderance of contemporary lake front housing in the City.

WHEREAS, at its December 16, 2003 meeting, the Lake Elmo City Council reviewed the variance for Jeff Reed at 8056 Hill Trail N., to permit structure remodeling and enlargement of a structure not conforming to the minimum OHW standards and tabled the variance request until the applicant provided a corrected detailed site plan showing the 5 foot driveway setback.

WHEREAS, at its January 20, 2004 meeting, the Lake Elmo City Council reviewed the newly submitted detailed site plan dated January 15, 2004,

NOW, THEREFORE, BE IT RESOLVED that the Lake Elmo City Council approves the variance requested from Jeff Reed, 8056 Hill Trail N., from the Shoreland Overlay District standards for OHW set back to permit enlargement of a non-conforming structure per plans staff dated January 20, 2004 based on the following conditions:

1. That the applicant complies with the recommendations of the Valley Branch Watershed District and the City Engineer.
2. That the proposed driveway must meet the five foot setback standards from the north property line.

ADOPTED, by the Lake Elmo City Council on January 20, 2004.

\_\_\_\_\_  
Lee Hunt, Mayor

ATTEST:

\_\_\_\_\_  
Charles E. Dillerud

- B. Resolution No. 2003-101, Final Payment for Eagle Point Blvd I, Resolution No. 2003-102 Final Payment for Eagle Pint Blvd. II to Tower Asphalt – The City Engineer requested removal of this agenda item.

5. **FINANCE:**

A. Resolution No. 2003-103, Approve Claims

M/S/P Siedow/DeLapp – to adopt Resolution No. 2003-103, A Resolution Approving Claim Numbers 178, 179, DD76 through DD83, 24857 through 24891, were used for Staff, Fire & Council payroll dated December 11, 2003 and Claim Numbers 24892 through 25028 in the total amount of \$295,467.36. (Motion passed 5-0).

6. **NEW BUSINESS:**

7. **MAINTENANCE/PARK/FIRE/BUILDING:**

A. Building Dept: Update on Activities

The Building Official reported there was one new residential building permit issued in November.

Parks Supervisor, Mike Bouthilet introduced the new Heavy Equipment Operator, G.T. Magnuson.

8. **CITY ENGINEER'S REPORT**

The City Engineer reported the signed right-of-entry permission forms are coming in for drainage purposes in the Hill Trail/50<sup>th</sup> Street Reconstruction project.

9. **PLANNING, LAND USE & ZONING:**

A. Resolution No. 2003-104: Shoreland Overlay District Zoning Variance: Reed, 8056 Hill Trail

At its December 8, 2003 meeting, the Planning Commission recommended approval of a variance to OHW setback standard that will permit the existing home that is marginally non-conforming to those standards to be enlarged by the addition of an attached garage. No additional OHW encroachment would result. The Public Hearing was conducted on November 21 at which time the applicant had also required a side yard set back variance from the R-1 standard of 10 feet. Since it appeared the Commission would recommend denial of this second variance the applicant requested the application to be tabled for redesign to eliminate the need for the side yard set back variance.

Council members DeLapp and Johnston noted based on the site plan submitted the proposed driveway did not meet the five foot setback standard from the north property line, and they did not believe the design of the driveway would enable cars to get into the garage. The applicant was not in attendance to respond. Attorney Filla suggested the Council could table this and continue for 60 days so the applicant can provide a site plan at scale with the driveway corrected on the lot.

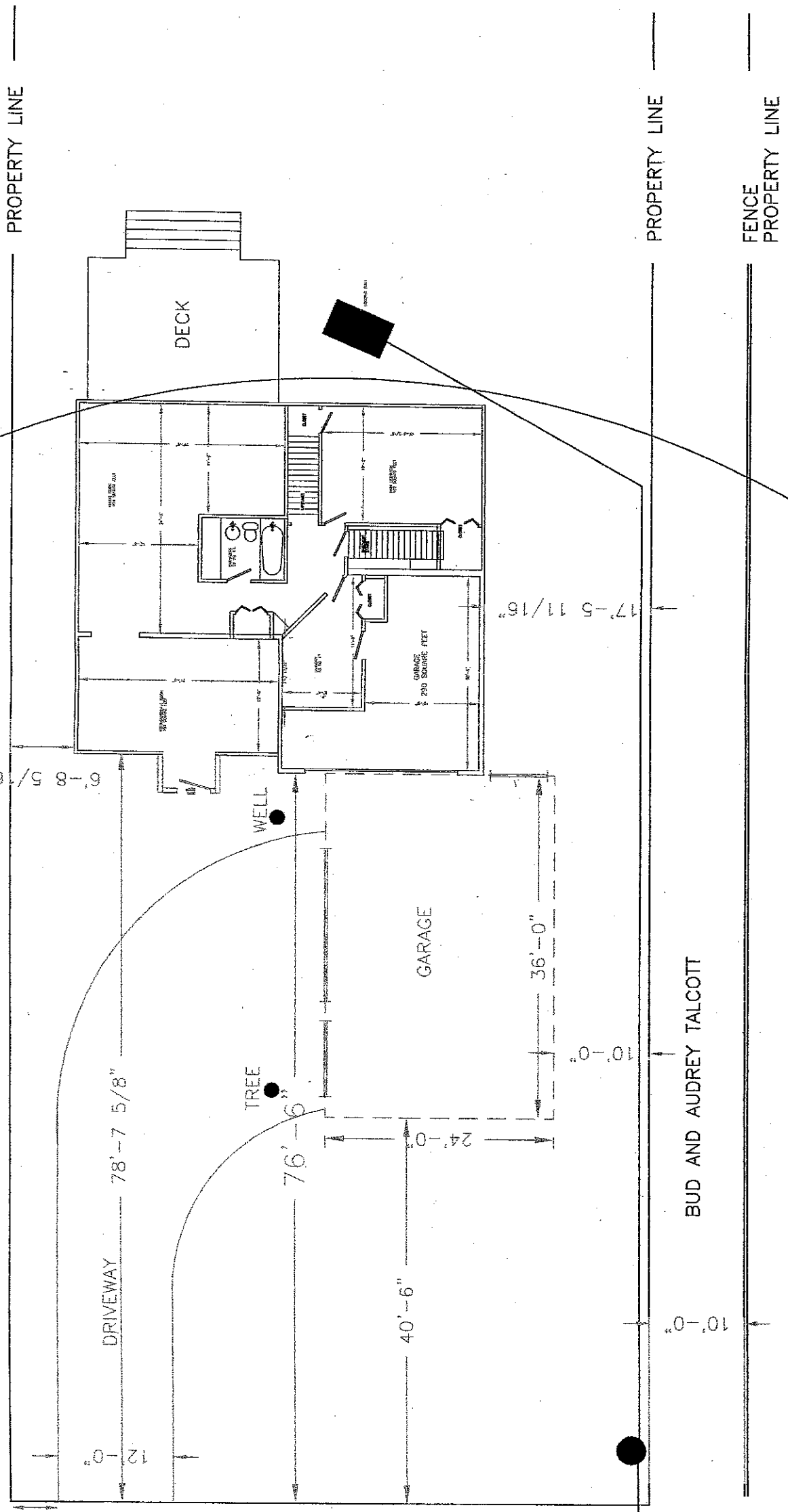
M/S/P DeLapp/Johnston - to table the variance request by Jeff Reed until the applicant provides a corrected detailed site plan. (Motion passed 5-0.)

Drawing 1  
No cars  
1-15-04

1/15/04  
OOD

ROGER AND CANDICE JOHNSON

HOUSE LOCATED  
AT 925.8 ELEVATION



PROPERTY LINE

BUD AND AUDREY TALCOTT

FENCE  
PROPERTY LINE

CLAY AND JUDITH MICHAELS

HILL TRAIL ROAD

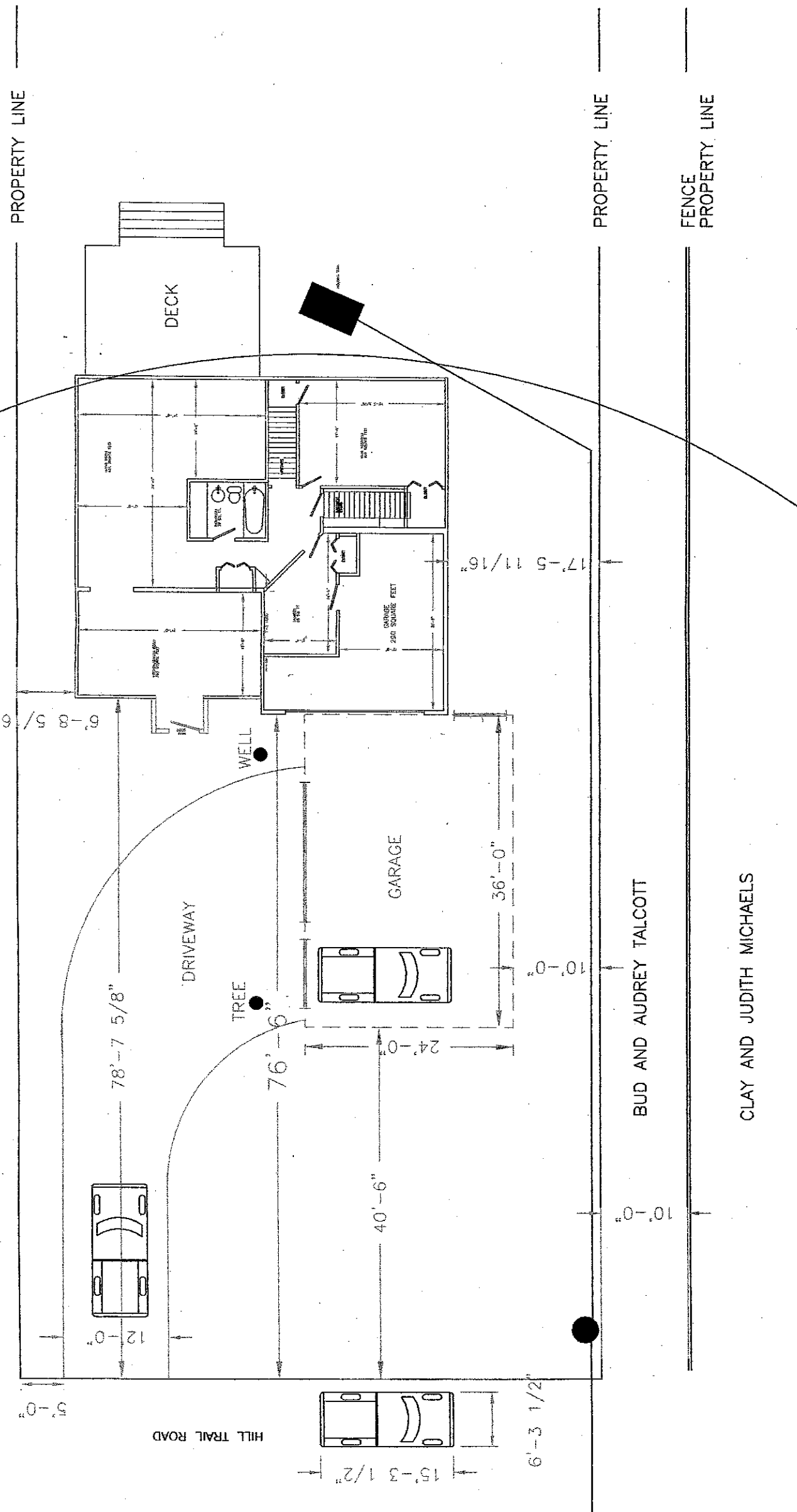


Drawing 2  
With cars  
1-15-04  
RECEIVED  
JAN 15 2004

1/15/04  
*[Signature]*

ROGER AND CANDICE JOHNSON

HOUSE LOCATED AT 2015 ELEVATION



HILL TRAIL ROAD

BUD AND AUDREY TALCOTT

CLAY AND JUDITH MICHAELS