

City of Lake Elmo
3800 Laverne Avenue North
July 15, 2008

- A. CALL TO ORDER
- B. PLEDGE OF ALLEGIANCE:
- C. ATTENDANCE: ___ Johnston, ___ DeLapp, ___ Johnson, ___ Park, ___ Smith
- D. APPROVAL OF AGENDA: (The approved agenda is the order in which the City Council will do its business.)
- E. ORDER OF BUSINESS: (This is the way that the City Council runs its meetings so everyone attending the meeting or watching the meeting understands how the City Council does its public business.)
- F. GROUND RULES: (These are the rules of behavior that the City Council adopted for doing its public business.)
- G. APPROVE MINUTES:
 - 1. Consider approval of June 17, 2008 minutes
Consider approval of July 1, 2008 minutes
- H. PUBLIC COMMENTS/INQUIRIES: In order to be sure that anyone wishing to speak to the City Council is treated the same way, meeting attendees wishing to address the City Council on any items NOT on the regular agenda may speak for up to three minutes.
- I. CONSENT AGENDA: Items are placed on the consent agenda by city staff and the Mayor because they are not anticipated to generate discussion. Items maybe removed at City Council's request.
 - 2. Approve Resolution no. 2008-032 payment of claims
 - 3. Approve Lake Elmo Jaycees liquor license for Huff'n Puff Days
 - 4. Schedule closed meetings on July 22 and August 12 for the city administrator's performance review
 - 5. Accepting the infrastructure improvements of the HOA 2nd Addition improvements (Eagle Point Circle) Development; Resolution no. 2008-033
 - 6. Approve agreement between Washington County Conservation District and members of the 2009-2012 East Metro Water Resources Education Program for surface water quality education services that is part of the city's authorized/approved NPDS surface water management plan
- J. PUBLIC HEARINGS
 - 7. Hold a public hearing, receive comments and consider approval of the Wellhead Protection plan.

K. REGULAR AGENDA:

8. Receive a project report detailing the proposed rights and restrictions for the Sunfish Lake Park Land Trust Easement
9. Receive and accept the 2007 Annual Financial Report
10. Consider approving contracting for routine account processing services
11. Review the timeline for the 2009 Budget Process

L. REPORTS AND ANNOUNCEMENTS:

(These are verbal updates and do not have to be formally added to the agenda.)

- Mayor and Council Members
- Administrator

M. ADJOURN

City of Lake Elmo
City Council Meeting Minutes

June 17, 2008

Mayor Johnston called the meeting to order at 7:04 p.m.

Present: Mayor Johnston and Council Members DeLapp, Park and Smith

Absent: Council Member Johnson

Also present: City Administrator Hoyt, City Engineer Griffin, Planning Director Klatt, Senior Planner Gozola, City Attorney Filla, Finance Director Bouthilet and City Clerk Lumby.

APPROVAL OF AGENDA:

MOTION: Council Member Smith moved to approve the June 17th agenda as presented. Council Member Park seconded the motion. The motion passed unanimously.

ORDER OF BUSINESS:

APPROVE MINUTES:

The minutes of June 3, 2008 were approved by consensus.

PUBLIC COMMENTS/INQUIRIES: None

CONSENT AGENDA:

MOTION: Council Member Smith moved to approve the consent agenda as presented. Council Member Park seconded the motion. The motion passed unanimously.

- Approved Resolution no. 2008-027 approving disbursements in the amount of \$96,803.82.
- Grant approval of an 18 month extension to the variance issued for 8961 31st Street North.
- Approve Change Order No. 1 for the SCADA Project, thereby increasing this contract in the amount of \$3,364.00 to the revised contract amount of \$69,519.00.

REGULAR AGENDA:

Consider appointing a Second Alternate to the Planning Commission

The City interviewed Mike Pearson, 2805 Lisbon Avenue N. and Thomas Bidon 5757 Manning Avenue N. for the Second Alternate position to the Planning Commission.

The City Council appointed Mike Pearson, 2805 Lisbon Avenue North to the Second Alternate position on the Planning Commission. Mr. Bidon's application will be kept on file.

Authorize hiring Design Forum to prepare conceptual schematic designs of park shelters

Carol Krieger, Project Assistant, asked the City Council to authorize the hiring of Jerry Mazzara of Design Forum to do some conceptual schematic designs of park shelters. The fee for these initial concepts will be \$1,200.00. The purpose of this request was generated by the Park Commission's opportunity to receive a \$7,000 grant from Lowes for materials to build a park shelter as well as the Commission's interest in developing some park design symbols that provide the consistency and design elements reflective of Lake Elmo. If approved, the park fund will cover the costs of this out of its capital fund balance.

Council Member DeLapp voiced his concern that the plan for a park shelter would mushroom to a much larger project with a cost of \$40,000.

MOTION: Mayor Johnston moved to authorize the hiring of Design Forum Architect Jerry Mazzara to do conceptual schematic designs of park shelters with patterns and themes for consideration in future architectural park elements for up to \$1,200 from the Park Dedication fund. Council member Park seconded the motion. Mayor Johnston and Council Members Park and Smith voted in favor of the motion and Council Member DeLapp voted against the motion.

Receive comments from the park commission on the possible lift station locations in Reid Park for the I-94 to 30th Street Infrastructure Project and select a preferred lift station site.

City Engineer Jack Griffin asked the City Council to select a preferred lift station location for the project, among three sites which would allow the design work on the project to be finalized. The Council received the park commission's comments on the possible lift station locations and the commission's comments preferring the location to be outside of Reid Park and at Site No. 3. Site No. 3 is a city-owned parcel adjacent to the southeast corner of Reid Park.

Council Member DeLapp thought the owner of the townhouses should be part of this process from the beginning of the lift station location discussion because site 3 requires an easement over this property.

MOTION: Mayor Johnston moved to select Site No. 3 for the location of the I-94 to 30th Street Infrastructure Project Lift station. Council Member Park seconded the motion. Mayor Johnston and Council Members Park and Smith voted in favor of the motion and Council Member DeLapp voted against the motion.

Consideration of three separate ordinances to address specific sign related issues as directed by the City Council.

Ben Gozola, Senior Planner provided three ordinances which would amend the City's sign regulations to address the following:

1. Allowance of off premises signs for season sales businesses;
2. Allowance of off-premises advertizing signs for land developments
3. Ensuring seasonal sales businesses are a permitted use in the RR district.

Consideration of ordinance to amend the administrative language governing signs in Lake Elmo (permitting requirements, area and height computation language, and needed legal provisions)

MOTION: Council Member DeLapp moved to adopt Ordinance no. 08-006, an ordinance to amend general sign regulations. Council Member Smith seconded the motion. The motion passed unanimously

MOTION: Council Member Smith moved to adopt Resolution no. 2008-028 authorizing publication of Ordinance no. 08-006. Council member Park seconded the motion. The motion passed unanimously.

Consideration of an ordinance to amend agricultural business definitions and regulations (cleans up an abundance of different definitions to allow staff to authorize on and off premises signs for specific uses as desired by Council)

MOTION: Council Member DeLapp moved to adopt Ordinance no. 08-007 an ordinance to amend agricultural business definitions and regulations. Council Member Park seconded the motion. The motion passed unanimously.

MOTION: Council Member DeLapp moved to adopt Resolution no. 2008-029 authorizing publication of Ordinance no. 08-007. Council Member Smith seconded the motion. The motion passed unanimously.

Consideration of an ordinance to amend off-site advertising signs (establishes the new regulations on temporary signs, on premises signs and off premises signs).

MOTION: Council Member DeLapp moved to adopt Ordinance no 08-008 an ordinance regulating off premises signs for agricultural sales businesses only - Option A recommend by the Planning Commission. Council Member Smith seconded the motion. The motion was passed unanimously.

MOTION: Council Member DeLapp moved to adopt Resolution no. 2008-030 authorizing the publication of Ordinance no. 08-008. Council Member Smith seconded the motion. The motion passed unanimously.

Provide direction to the city attorney to enforce outstanding items on the settlement agreement dated September 5, 2006 with Rod and Diane Sessing, 5699 Keats Avenue

The City Council was asked to review the status of the settlement agreement between the City and Rod and Diane Sessing and to give direction to the city attorney on how to proceed with determining the Sessing's compliance to the settlement agreement.

Rod Sessing, 5699 Keats Avenue, said this property was inspected by two building officials and passed all inspections.

Joan Ziertman, 5761 Keats Avenue, provided pictures showing the terms of the settlement agreement have not been met.

MOTION: Council Member DeLapp moved to refer the settlement agreement dated September 5, 2006 with Rod and Diane Sessing to Attorney Filla for compliance action. Mayor Johnston seconded the motion. The motion passed unanimously.

Consider appointing a member of the City Council to apply for the Grant Evaluation and Ranking System (GEARS) Transportation Committee

The City Council discussed sending a nomination to the Grant Evaluation and Ranking System (GEARS) Committee, which is an advisory committee to the County Transit Improvement board (CTOIB).

MOTION: Council Member Smith moved to appoint Mayor Johnston to be the city of Lake Elmo's candidate for the Grant Evaluation and Ranking System (GEARS) Committee. Council Member Park seconded the motion. The motion passed unanimously.

REPORTS AND ANNOUNCEMENTS:

Mayor Johnston attended the League of Minnesota Cities conference in Rochester, Minnesota.

Mayor Johnston adjourned the meeting at 9:50 p.m.

City of Lake Elmo
City Hall
3800 Laverne Avenue
City Council
Special Meeting
July 1, 2008

The meeting was called to order by Mayor Dean Johnston at 5 PM.

Present: Mayor Dean Johnston, Council members DeLapp, Johnson, Park and Smith
(arriving at 5:09 PM)

Public comment and inquiries: No persons were present to speak

Councilmember Johnson moved approval of the consent agenda.
Councilmember DeLapp seconded the motion.

The motion passed unanimously to approve 1) Resolution 2008-31 payment of claims
and 2) repairs to the ladder truck.

Council member Smith arrived at 5:09 PM.

Mayor Johnston adjourned the meeting at 5:11 PM.

City Council
Date: 07/15/2008
CONSENT
Item: 2
Resolution 2008-032

ITEM: Approve resolution No. 2008-032 approving disbursements in the amount of \$182,285.08.

SUBMITTED BY: Tom Bouthilet, Finance Director

SUMMARY AND ACTION REQUESTED: The City Council is being asked to approve disbursements in the amount of \$ 182,285.08.

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

**RESOLUTION NO. 2008-032
RESOLUTION APPROVING CLAIMS**

BE IT RESOLVED THAT Claim Number 471 was used for sales & use tax payment for the 2nd qtr, 469, 470, DD1724 through DD1736, 32813 through 32820 were used for Staff Payroll dated July 03, 2008; 32821 through 32867 were used for Accounts Payable, in the total amount of \$182,285.08 are hereby approved.

ADOPTED, by the Lake Elmo City Council on the 15th day of July, 2008.

Dean Johnston
Mayor

ATTEST:

Susan Hoyt
City Administrator

Accounts Payable To Be Paid Proof List

User: Administrator
 Printed: 07/10/2008 - 1:03 PM
 Batch: 004-07-2008



Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
ARAM Aramark										
62--6529345	07/09/2008	32.18	0.00	07/15/2008	Uniforms - Public Works		-	No		0000
101-430-3100-44170	Uniforms									
	62--6529345 Total:	32.18								
629-6519366	06/25/2008	32.18	0.00	07/15/2008	Uniforms - Public Works		-	No		0000
101-430-3100-44170	Uniforms									
	629-6519366 Total:	32.18								
629-6524198	07/02/2008	32.18	0.00	07/15/2008	Uniforms - Public Works		-	No		0000
101-430-3100-44170	Uniforms									
	629-6524198 Total:	32.18								
629-6527008	07/07/2008	61.37	0.00	07/15/2008	Linen City Hall		-	No		0000
101-410-1940-44010	Repairs/Maint Contractual Bldg									
	629-6527008 Total:	61.37								
	ARAM Total:	157.91								
BIFFS Biffs Inc.										
W356448-IN	07/02/2008	55.26	0.00	07/15/2008	Portable Restrooms		-	No		0000
101-450-5200-44120	Rentals - Buildings									
	W356448-IN Total:	55.26								
W356449-IN	07/02/2008	110.52	0.00	07/15/2008	Portable Restrooms		-	No		0000
101-450-5200-44120	Rentals - Buildings									
	W356449-IN Total:	110.52								
W356450-IN	07/02/2008	55.26	0.00	07/15/2008	Portable Restrooms		-	No		0000
101-450-5200-44120	Rentals - Buildings									
	W356450-IN Total:	55.26								
W356451-IN	07/02/2008	55.26	0.00	07/15/2008	Portable Restrooms		-	No		0000
101-450-5200-44120	Rentals - Buildings									
	W356451-IN Total:	55.26								
W356452-IN	07/02/2008	95.26	0.00	07/15/2008	Portable Restrooms		-	No		0000
101-450-5200-44120	Rentals - Buildings									
	W356452-IN Total:	95.26								
W356453-IN	07/02/2008	95.26	0.00	07/15/2008	Portable Restrooms		-	No		0000
101-450-5200-44120	Rentals - Buildings									

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
		55.26								
		55.26	0.00	07/15/2008	Portable Restrooms			No		0000
		55.26								
		55.26	0.00	07/15/2008	Portable Restrooms			No		0000
		55.26								
		55.26	0.00	07/15/2008	Portable Restrooms			No		0000
		55.26								
		55.26	0.00	07/15/2008	Portable Restrooms			No		0000
		55.26								
		55.26	0.00	07/15/2008	Portable Restrooms			No		0000
		647.86								
		516.33	0.00	07/15/2008	Telephone/Data Service - City Hall			No		0000
		516.33								
		437.64	0.00	07/15/2008	Telephone/Data Service - Public Works			No		0000
		437.64								
		953.97								
		114.55	0.00	07/15/2008	Signs			No		0000
		114.55								
		114.55								
		407.44	0.00	07/15/2008	Annual Inspection & Repairs 3173			No		0000
		407.44								
		489.45	0.00	07/15/2008	Annual Inspection & Repairs 3183			No		0000
		489.45								
		2,684.56	0.00	07/15/2008	Annual Inspection & Repairs 3175			No		0000
		2,684.56								
		495.67	0.00	07/15/2008	Annual Inspection & Repairs 3173			No		0000
		495.67								
		495.67								
		516.33								
		516.33								
		437.64								
		437.64								
		953.97								
		114.55								
		114.55								
		407.44								
		407.44								
		489.45								
		489.45								
		2,684.56								
		2,684.56								
		495.67								
		495.67								
		495.67								

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
36408	06/19/2008	1,394.40	0.00	07/15/2008	Annual Inspection & Repairs	3176	-	No		0000
	101-420-2220-44040 Repairs/Maint Contractual Eqpt									
	36408 Total:	1,394.40								
	EMERGAPP Total:	5,471.52								
GOVTRNG Government Training Services										
13731	06/24/2008	65.00	0.00	07/15/2008	Planning Commission Training		-	No		0000
	101-410-1910-44370 Conferences & Training									
	13731 Total:	65.00								
	GOVTRNG Total:	65.00								
JARDINE Jardine, Logan & O'Brien										
68227	06/11/2008	1,704.00	0.00	07/15/2008	Legal Services-Civil		-	No		0000
	101-410-1610-43040 Legal Services									
	68227 Total:	1,704.00								
	JARDINE Total:	1,704.00								
KDV Kern DeWenter Viere										
83086	06/27/2008	6,441.50	0.00	07/15/2008	Financial Services - June 2008		-	No		0000
	101-410-1520-43150 Contract Services									
	83086 Total:	6,441.50								
	KDV Total:	6,441.50								
KRIEGLER Carol Kriegler										
Employee Claim	06/16/2008	81.81	0.00	07/15/2008	Employee Mileage Reimbursement		-	No		0000
	101-410-1320-43310 Travel Expense									
	Employee Claim Total:	81.81								
	KRIEGLER Total:	81.81								
LEOIL Lake Elmo Oil, Inc.										
S01203	06/30/2008	802.51	0.00	07/15/2008	Fuel - Fire Department		-	No		0000
	101-420-2220-42120 Fuel, Oil and Fluids									
	S01203 Total:	802.51								
S01208	06/30/2008	26.35	0.00	07/15/2008	Fuel Public Works		-	No		0000
	101-430-3100-42120 Fuel, Oil and Fluids									
	S01208 Total:	26.35								
	LEOIL Total:	828.86								

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
LINNER Linner Electric Company, Inc. 19631	07/02/2008	218.50	0.00	07/15/2008	Install Electric Outlet - New Copy Mach	-	-	No		0000
101-410-1940-44040	Repairs/Maint Contractual Eqpt									
	19631 Total:	218.50								
	LINNER Total:	218.50								
LOFF LOFFLER 91998	07/02/2008	60.49	0.00	07/15/2008	Copy Machines Maintenance	-	-	No		0000
101-410-1940-44040	Repairs/Maint Contractual Eqpt									
	91998 Total:	60.49								
	LOFF Total:	60.49								
MCNAM McNamara James 101-420-2400-43150	07/10/2008 Inspector Contract Services	1,900.00	0.00	07/15/2008	Contract Inspector	-	-	No		0000
	Total:	1,900.00								
	MCNAM Total:	1,900.00								
MENARDSO Menards - Oakdale 56235	06/26/2008	50.37	0.00	07/15/2008	Paint Supplies - Wellhouse	-	-	No		0000
601-494-9400-42270	Utility System Maintenance									
	56235 Total:	50.37								
	MENARDSO Total:	50.37								
MES Municipal Emergency Services 00041755-SNV	06/23/2008	381.38	0.00	07/15/2008	Blades Replacement	-	-	No		0000
101-420-2220-42400	Small Tools & Equipment									
	00041755-SNV Total:	381.38								
00041964-SNV	06/24/2008	184.84	0.00	07/15/2008	Storz Adaptor	-	-	No		0000
101-420-2220-42400	Small Tools & Equipment									
	00041964-SNV Total:	184.84								
	MES Total:	566.22								
METCOU Metropolitan Council 877208	07/02/2008	1,081.72	0.00	07/15/2008	Monthly Wastewater Service - August 2008	-	-	No		0000
602-495-9450-43820	Sewer Utility - Met Council									
	877208 Total:	1,081.72								
	METCOU Total:	1,081.72								

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
METROFIR Metro Fire										
31897	06/30/2008	91.16	0.00	07/15/2008	Drag Harness for Training		-	No		0000
101-420-2220-45800	Equipment									
	31897 Total:	91.16								
	METROFIR Total:	91.16								
MILLEREX Miller Excavating, Inc.										
13491	06/30/2008	450.00	0.00	07/15/2008	Grade Roads		-	No		0000
101-430-3100-43150	Contract Services									
	13491 Total:	450.00								
	MILLEREX Total:	450.00								
MOGRSOD Mogren Turf										
	06/20/2008	1,874.00	0.00	07/15/2008	Sod for Tablyn/Heights Project		-	No		0000
202-494-9400-44300	Miscellaneous									
	Total:	1,874.00								
	MOGRSOD Total:	1,874.00								
MOST MOST DEPENDABLE FOUNTAINS, INC										
INV11839	06/17/2008	3,660.00	0.00	07/15/2008	Drinking Fountains VFW & Pebbie Parks		-	No		0000
404-480-8000-45300	Improvements Other Than Bldgs									
	INV11839 Total:	3,660.00								
	MOST Total:	3,660.00								
NATREPRO National Reprographics, LLC										
55198	05/31/2008	539.32	0.00	07/15/2008	Park Comp Plan Printing		-	No		0000
101-410-1320-42030	Printed Forms									
	55198 Total:	539.32								
	NATREPRO Total:	539.32								
NEXTEL Nextel Communications										
761950227-063	06/26/2008	121.01	0.00	07/15/2008	Cell Phone Service - Administration		-	No		0000
101-410-1940-43210	Telephone									
761950227-063	06/26/2008	125.11	0.00	07/15/2008	Cell Phone Service - Fire Department		-	No		0000
101-420-2220-43210	Telephone									
761950227-063	06/26/2008	39.62	0.00	07/15/2008	Cell Phone Service - Building Department		-	No		0000
101-420-2220-43210	Telephone									
761950227-063	06/26/2008	71.02	0.00	07/15/2008	Cell Phone Service - Public Works		-	No		0000
101-420-2220-43210	Telephone									
761950227-063	06/26/2008	52.74	0.00	07/15/2008	Cell Phone Service - Parks		-	No		0000
101-420-2220-43210	Telephone									

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
837908817-007	761950227-063 Total:	409.50								
101-420-2220-43210	06/18/2008 Telephone	53.15	0.00	07/15/2008	Phone Card - Laptop Fire		-	No		0000
	837908817-007 Total:	53.15								
	NEXTEL Total:	462.65								
NORTH Northland Trust Services, Inc.										
ELMO04A	06/06/2008	72,306.25	0.00	07/15/2008	Interest - G.O. Capital Improvement Bond		-	No		0000
313-480-8000-46110	Bond Interest	72,306.25								
	ELMO04A Total:	72,306.25								
	NORTHL Total:	72,306.25								
OAKDRC Oakdale Rental Center										
10058823	06/25/2008	77.72	0.00	07/15/2008	Patching Trailer - Propane		-	No		0000
101-430-3100-42240	Street Maintenance Materials	77.72								
	10058823 Total:	77.72								
	OAKDRC Total:	77.72								
OLSONLEE Lee Olson										
Claim	07/01/2008	68.00	0.00	07/15/2008	Meals for MSFCA Conference		-	No		0000
101-420-2220-43310	Travel Expense	68.00								
	Claim Total:	68.00								
	OLSONLEE Total:	68.00								
ONECALL One Call Concepts, Inc Gopher Stat										
8060604	06/30/2008	364.60	0.00	07/15/2008	Line Locates - June 2008		-	No		0000
101-430-3100-43150	Contract Services	364.60								
	8060604 Total:	364.60								
	ONECALL Total:	364.60								
PETERSON Peterson Fram & Bergman										
11135M	05/31/2008	2,657.21	0.00	07/15/2008	Legal Services - Civil		-	No		0000
101-410-1610-43040	Legal Services	2,657.21								
	11135M Total:	2,657.21								
11140M	05/31/2008	5,318.61	0.00	07/15/2008	Legal Services - Criminal		-	No		0000
101-410-1610-43045	Civil Attorney Criminal	5,318.61								
	11140M Total:	5,318.61								
11155M	05/31/2008	1.35	0.00	07/15/2008	Legal Services - Civil		-	No		0000
101-410-1610-43040	Legal Services	1.35								
	11155M Total:	1.35								

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
11161M	05/31/2008	44.00	0.00	07/15/2008	Legal Services - Criminal		-	No		0000
101-410-1610-43045	Civil Attorney Criminal									
	11161M Total:	44.00								
	PETERSO Total:	8,021.17								
<hr/>										
PITNEYSU Pitney Bowes Supplies										
550223	06/26/2008	212.44	0.00	07/15/2008	Postage Machine Supplies		-	No		0000
101-410-1320-44300	Miscellaneous									
	550223 Total:	212.44								
	PITNEYSU Total:	212.44								
<hr/>										
PRAXAIR PRAXAIR DISTRIBUTION INC.										
30051678	06/27/2008	77.25	0.00	07/15/2008	Welding Gas		-	No		0000
101-430-3100-42150	Shop Materials									
	30051678 Total:	77.25								
	PRAXAIR Total:	77.25								
<hr/>										
PTNCOMP PTN Computer Sales & Services										
1179	02/17/2008	853.57	0.00	07/15/2008	Switch Replacement		-	No		0000
101-410-1520-43185	Hardware Support									
	1179 Total:	853.57								
1244	04/04/2008	65.00	0.00	07/15/2008	IT Support Services		-	No		0000
101-410-1520-43180	Software Support									
	1244 Total:	65.00								
1247	04/04/2008	65.00	0.00	07/15/2008	IT Support Services		-	No		0000
101-410-1520-43180	Software Support									
	1247 Total:	65.00								
1472	06/30/2008	263.06	0.00	07/15/2008	Battery Back up Power Supply		-	No		0000
101-410-1520-43185	Hardware Support									
	1472 Total:	263.06								
	PTNCOMP Total:	1,246.63								
<hr/>										
ROSE City of Roseville										
008798	07/08/2008	1,380.83	0.00	07/15/2008	IT Services - July 2008		-	No		0000
101-410-1520-43180	Software Support									
	008798 Total:	1,380.83								
	ROSE Total:	1,380.83								
<hr/>										
ROTARYLE Lake Elmo Rotary Club										
	06/30/2008	125.00	0.00	07/15/2008	Membership Dues-Lake Elmo Rotary		-	No		0000
101-410-1320-44330	Dues & Subscriptions									

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
Total:		125.00								
ROTARYLE Total:		125.00								
<hr/>										
RUD Prince-Rud Diane	07/09/2008	240.00	0.00	07/15/2008	Cleaning - City Hall		-		No	0000
101-410-1940-44010	Repairs/Maint Contractual Bldg									
07/09/2008		240.00	0.00	07/15/2008	Cleaning - Fire Hall		-		No	0000
101-420-2220-44010	Repairs/Maint Contractual Bldg									
Total:		480.00								
RUD Total:		480.00								
<hr/>										
STILLGAZ Stillwater Gazette	07/08/2008	29.50	0.00	07/15/2008	Res. 2008-028		-		No	0000
20495284	Legal Publishing									
101-410-1320-43510	Legal Publishing									
20495284	Total:	29.50								
07/08/2008		29.50	0.00	07/15/2008	Res. 2008-029		-		No	0000
101-410-1320-43510	Legal Publishing									
20495286	Total:	29.50								
07/08/2008		29.50	0.00	07/15/2008	Res. 2008-030		-		No	0000
101-410-1320-43510	Legal Publishing									
20495288	Total:	29.50								
07/08/2008		88.50								
STILLGAZ Total:		88.50								
<hr/>										
STILLMED Stillwater Medical Group	06/13/2008	764.00	0.00	07/15/2008	Physicals-Firefighters		-		No	0000
12469	Physicals									
101-420-2220-43050	Physicals									
12469	Total:	764.00								
STILLMED Total:		764.00								
<hr/>										
TASCH T.A. Schiffsky & Sons	06/23/2008	392.15	0.00	07/15/2008	Asphalt		-		No	0000
44706	Street Maintenance Materials									
101-430-3100-42240	Street Maintenance Materials									
44706	Total:	392.15								
07/03/2008		415.82	0.00	07/15/2008	Asphalt		-		No	0000
101-430-3100-42240	Street Maintenance Materials									
44789	Total:	415.82								
TASCH Total:		807.97								
<hr/>										
TRISTATE Tri State Bobcat, Inc.	06/25/2008	1,917.00	0.00	07/15/2008	Annual Bob Cat Trade-in		-		No	0000
01-S12253	Other Equipment									
410-480-8000-45800	Other Equipment									

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
	01-S12253 Total:	1,917.00								
	TRISTATE Total:	1,917.00								
<hr/>										
TWINCIT Twin City Water Clinic, Inc.										
4808	07/07/2008	65.00	0.00	07/15/2008	Bacteria Analysis - June 2008			No		0000
601-494-9400-43030	Engineering Services									
	4808 Total:	65.00								
	TWINCIT Total:	65.00								
<hr/>										
U of M University of Minnesota										
	06/30/2008	100.00	0.00	07/15/2008	Storm Water Mgmt Seminar for 2 employees			No		0000
603-496-9500-44370	Conferences & Training									
	Total:	100.00								
	U of M Total:	100.00								
<hr/>										
USBANK US Bank Trust N.A.										
33395470	07/07/2008	13,427.50	0.00	07/15/2008	Interest G.O. State Aid & Imp. Bond			No		0000
312-480-8000-46110	Bond Interest									
	33395470 Total:	13,427.50								
	USBANK Total:	13,427.50								
<hr/>										
Verizon Verizon Wireless										
1877726304	06/28/2008	138.16	0.00	07/15/2008	Cell Phone Services - Admin			No		0000
101-410-1940-43210	Telephone									
	1877726304 Total:	138.16								
	Verizon Total:	138.16								
<hr/>										
VISA-SL VISA										
0791	07/01/2008	408.94	0.00	07/15/2008	Software Programs Upgrades			No		0000
101-410-1520-43190	Software Programs									
	0791 Total:	408.94								
	VISA-SL Total:	408.94								
<hr/>										
VISALE40 VISA										
	06/27/2008	189.19	0.00	07/15/2008	Lodging- State Fire Convention			No		0000
101-420-2220-43310	Travel Expense									
	Total:	189.19								
	VISALE40 Total:	189.19								

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
WASH-REC Washington County										
60760	06/27/2008	1,200.00	0.00	07/15/2008	Monthly Parcel Updates	Acc# 20498	-			No 0000
101-410-1320-44300	Miscellaneous									
	60760 Total:	1,200.00								
60773	06/30/2008	7,340.00	0.00	07/15/2008	Tax Petition Services & Assessment Fees	-	-			No 0000
101-410-1550-43100	Assessing Services									
	60773 Total:	7,340.00								
	WASH-REC Total:	8,540.00								
WASHCONS Washington Conservation Dist.										
1375	06/30/2008	500.00	0.00	07/15/2008	2nd Quarter Shared Water Resource Ed.	-	-			No 0000
603-496-9500-44370	Conferences & Training									
	1375 Total:	500.00								
	WASHCONS Total:	500.00								
XCEL Xcel Energy										
51-4504807-7	06/24/2008	263.94	0.00	07/15/2008	Utilities - Legion Park	-	-			No 0000
101-450-5200-43810	Electric Utility									
51-4504807-7	06/24/2008	65.59	0.00	07/15/2008	Utilities - Hudson Lift Station	-	-			No 0000
602-495-9450-43810	Electric Utility									
51-4504807-7	06/24/2008	29.07	0.00	07/15/2008	Traffic Lights - 100 Inwood	-	-			No 0000
101-430-3160-43810	Street Lighting									
	51-4504807-7 Total:	358.60								
51-4572945-7	06/24/2008	51.96	0.00	07/15/2008	Street Lights - Jamely	-	-			No 0000
101-430-3160-43810	Street Lighting									
	51-4572945-7 Total:	51.96								
51-4576456-3	06/24/2008	162.28	0.00	07/15/2008	Utilities - Fire Station 2	-	-			No 0000
101-420-2220-43810	Electric Utility									
51-4733556-8	06/24/2008	162.28	0.00	07/15/2008	Tennis Courts	-	-			No 0000
101-450-5200-43810	Electric Utility									
	51-4733556-8 Total:	8.95								
51-5044219-0	06/24/2008	8.95	0.00	07/15/2008	Utilities - Parks Bldg	-	-			No 0000
101-450-5200-43810	Electric Utility									
	51-5044219-0 Total:	44.62								
51-5275289-3	06/24/2008	44.62	0.00	07/15/2008	Utilities - Pebble Park	-	-			No 0000
101-450-5200-43810	Electric Utility									
	51-5275289-3 Total:	8.63								
51-5356323-8	07/10/2008	8.63	0.00	07/15/2008	Utilities Wells 1 & 2	-	-			No 0000
601-494-9400-43810	Electric Utility									
	51-5356323-8 Total:	2,211.44								
51-5522332-2	06/24/2008	2,211.44	0.00	07/15/2008	Traffic Lights 998 Inwood	-	-			No 0000
101-430-3160-43810	Street Lighting									
	51-5522332-2 Total:	36.49								

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
51-5747685-4	06/24/2008	107.93	0.00	07/15/2008	Utilities - Art Center		-			No 0000
101-450-5200-43810	Electric Utility									
	51-5747685-4 Total:	107.93								
51-5916043-7	06/24/2008	15.93	0.00	07/15/2008	Utilities - 34th Street Lift Station		-			No 0000
602-495-9450-43810	Electric Utility									
	51-5916043-7 Total:	15.93								
51-6429583-8	06/24/2008	14.57	0.00	07/15/2008	Utilities - Legion Lift Station		-			No 0000
602-495-9450-43810	Electric Utility									
	51-6429583-8 Total:	14.57								
51-6433976-2	06/24/2008	204.30	0.00	07/15/2008	Utilities - Fire Station 1		-			No 0000
101-420-2220-43810	Electric Utility									
	51-6433976-2 Total:	204.30								
51-6625457-1	06/24/2008	52.42	0.00	07/15/2008	Utilities - Legion Park		-			No 0000
101-450-5200-43810	Electric Utility									
	51-6625457-1 Total:	52.42								
51-6736544-2	06/24/2008	1,714.71	0.00	07/15/2008	City Street Lights		-			No 0000
101-430-3160-43810	Street Lighting									
	51-6736544-2 Total:	1,714.71								
51-6928283-3	06/24/2008	27.41	0.00	07/15/2008	Traffic Lights Manning & Stillwater Blvd		-			No 0000
101-430-3160-43810	Street Lighting									
	51-6928283-3 Total:	27.41								
51-6956201-4	06/24/2008	494.20	0.00	07/15/2008	Utilities - VFW Park		-			No 0000
101-450-5200-43810	Electric Utility									
	51-6956201-4 Total:	494.20								
51-7538112-1	06/24/2008	382.18	0.00	07/15/2008	Utilities - Public Works		-			No 0000
101-430-3100-43810	Electric Utility									
	51-7538112-1 Total:	382.18								
51-8126093-5	06/24/2008	19.85	0.00	07/15/2008	Utilities - Water Tower 2		-			No 0000
601-494-9400-43810	Electric Utility									
	51-8126093-5 Total:	19.85								
51-8711719-3	06/24/2008	9.73	0.00	07/15/2008	Speed Sign - Hwy 5		-			No 0000
101-430-3160-43810	Street Lighting									
	51-8711719-3 Total:	9.73								
	XCEL Total:	5,926.20								
YOCUM Yocum Oil Company, Inc.										
159547	06/30/2008	159.75	0.00	07/15/2008	Bulk Tank		-			No 0000
101-430-3100-44010	Repairs/Maint Contractual Bldg									
	159547 Total:	159.75								
	YOCUM Total:	159.75								
	Report Total:	144,813.51								

City Council
Date: 7/15/08
CONSENT
Item: 3

ITEM: Approve an on-sale non-intoxicating liquor license for Huff'n Puff Days

SUBMITTED BY: Sharon Lumby

SUMMARY AND ACTION REQUESTED: The City Council is being asked to approve the Lake Elmo Jaycees liquor license for its annual Huff'n Puff festival, August 7-10, 2008, and to waive the fee for the liquor license.

MOTION:

Motion to grant approval of the on-sale non-intoxicating malt liquor license and waiving of the liquor license fee for August 7-10, 2008 Huff'n Puff Days.

ATTACHMENTS:

1. Liquor license application
2. Insurance certificate



Minnesota Department of Public Safety
Alcohol and Gambling Enforcement Division (AGED)
 444 Cedar Street, Suite 133, St. Paul, MN 55101-5133
 Telephone 651-201-7507 Fax 651-297-5259 TTY 651-282-6555

Certification of an On Sale Liquor License, 3.2% Liquor license, or Sunday Liquor License

Cities and Counties: You are required by law to complete and sign this form to certify the issuance of the following liquor license types:
 1) City issued on sale intoxicating and Sunday liquor licenses
 2) City and County issued 3.2% on and off sale malt liquor licenses

Name of City or County Issuing Liquor License Lake Elmo License Period From: 8/7/08 To: 8/10/08

Circle One: New License License Transfer _____ Suspension Revocation Cancel _____
(former licensee name) (Give dates)

License type: (circle all that apply) On Sale Intoxicating Sunday Liquor 3.2% On sale 3.2% Off Sale

Fee(s): On Sale License fee: \$ _____ Sunday License fee: \$ _____ 3.2% On Sale fee: \$ _____ 3.2% Off Sale fee: \$ _____

Licensee Name: Lake Elmo Jaycees - Kristina Maw DOB 4-1-1978 Social Security # 477-02-4408
(corporation, partnership, LLC, or Individual) (Minnesota Jaycees, Inc.)

Business Trade Name Lake Elmo Jaycees Business Address P.O. Box 198 City Lake Elmo, MN

Zip Code 55042 County Washington Business Phone _____ Home Phone _____

Home Address 2101 W. Highway 13 City Burnsville, MN Licensee's MN Tax ID # 1072528
(To Apply call 651-296-6181)

Licensee's Federal Tax ID # 41-1478694 55337
(To apply call IRS 800-829-4933)

If above named licensee is a corporation, partnership, or LLC, complete the following for each partner/officer:

Kristina Marie Maw 4-1-1978 477-02-4408 14759 62nd St NW #5
Stillwater, MN 55082

Partner/Officer Name (First Middle Last) DOB Social Security # Home Address

(Partner/Officer Name (First Middle Last) DOB Social Security # Home Address

Partner/Officer Name (First Middle Last) DOB Social Security # Home Address

Intoxicating liquor licensees must attach a certificate of Liquor Liability Insurance to this form. The insurance certificate must contain all of the following:
 1) Show the exact licensee name (corporation, partnership, LLC, etc) and business address as shown on the license.
 2) Cover completely the license period set by the local city or county licensing authority as shown on the license.

Circle One: (Yes No) During the past year has a summons been issued to the licensee under the Civil Liquor Liability Law?

Workers Compensation Insurance is also required by all licensees: Please complete the following:

Workers Compensation Insurance Company Name: _____ Policy # _____

I Certify that this license(s) has been approved in an official meeting by the governing body of the city or county.
 City Clerk or County Auditor Signature _____ Date _____
(title)

On Sale Intoxicating liquor licensees must also purchase a \$20 Retailer Buyers Card. To obtain the application for the Buyers Card, please call 651-201-7504, or visit our website at www.dps.state.mn.us.

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
5/29/2008

PRODUCER (952)808-7002 FAX: (952)808-7004
Insurance By Design, LLC
15 West Cliff Road, Ste A

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

Burnsville MN 55337

INSURED
Minnesota Jaycees, Inc
Affiliated Local Chapters
2101 West Highway 13
Burnsville MN 55337

INSURERS AFFORDING COVERAGE

NAIC #

INSURER A: Chubb Custom Insurance Co

INSURER B:

INSURER C:

INSURER D:

INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR/ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A		GENERAL LIABILITY	7953-48-94	9/22/2007	9/22/2008	EACH OCCURRENCE \$ 1,000,000
		<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000
		<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person) \$ 5,000
		<input checked="" type="checkbox"/> Excl Athletic Part				PERSONAL & ADV INJURY \$ 1,000,000
		<input checked="" type="checkbox"/> \$2500 Deductible				GENERAL AGGREGATE \$ 2,000,000
		GEN'L AGGREGATE LIMIT APPLIES PER:				PRODUCTS - COMP/OP AGG \$ 1,000,000
		<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC				
		AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Ea accident) \$
		<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person) \$
		<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
		<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident) \$
		<input type="checkbox"/> HIRED AUTOS				
		<input type="checkbox"/> NON-OWNED AUTOS				
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$
		<input type="checkbox"/> ANY AUTO				OTHER THAN EA ACC \$
						AUTO ONLY: AGG \$
		EXCESS/UMBRELLA LIABILITY				EACH OCCURRENCE \$
		<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE \$
		<input type="checkbox"/> DEDUCTIBLE				\$
		<input type="checkbox"/> RETENTION \$				\$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATUTORY LIMITS \$
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				OTHER \$
		If yes, describe under SPECIAL PROVISIONS below				E.L. EACH ACCIDENT \$
		OTHER				E.L. DISEASE - EA EMPLOYEE \$
						E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS
Provides evidence of insurance for the Lake Elmo Jaycees as respects their various events

CERTIFICATE HOLDER

Kristy.Maw@bayportbank.com
Lake Elmo Jaycees
PO Box 198
Lake Elmo, MN 55042

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

IBD - LuAnn



IMPORTANT

If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

City Council
Date: 7.15.08
CONSENT
Motion
Item. 4

ITEM: Schedule closed meetings on July 22 and on August 12 for the city administrator's performance review

SUBMITTED BY: Dean Johnston, Mayor

SUMMARY AND ACTION REQUESTED: The city council is being asked to schedule two closed meetings for the purpose of the city administrator's performance review. These are legally closed meetings under the open meeting law.

- Tuesday, July 22, 2008 at 6 PM
- Tuesday, August 12, 2008 at 6:30 PM (in place of the city council workshop)

MOTION

Move to schedule a closed meeting on July 22 at 6 PM and a closed meeting on August 12 at 6:30 PM for the purpose of the city administrator's performance review.

City Council
Date: July 15, 2008
CONSENT
Item: 5
MOTION

ITEM: Resolution accepting the infrastructure improvements of the H.O.A. 2nd (Eagle Point Circle) Development

SUBMITTED BY: Kyle Klatt, Director of Planning

REVIEWED BY: Susan Hoyt, City Administrator
Ryan Stempski, Assistant City Engineer

SUMMARY AND ACTION REQUESTED: The City Council is being asked to accept the public infrastructure installed as part of the H.O.A. 2nd Addition (Eagle Point Circle) development. The City Engineering Staff has reviewed the requirements of the Developer's Agreement dated July 10, 2006, conducted a final field inspection, and has found that the public infrastructure has been installed according to City standards. As noted in the attached letter from the City Engineer, the two-year warranty period will begin on July 15, 2008 and end on July 14, 2010.

ADDITIONAL INFORMATION

The City Forester inspected the landscaping required as part of the developer's agreement in early June and noted a few deficiencies that have since been corrected.

Motion

Move to approve Resolution No. 08-033 accepting the developer-installed public infrastructure improvements for the H.O.A. 2nd Addition (Eagle Point Circle) Development.

ATTACHMENTS:

1. City Engineer's letter of development approval, dated July 8, 2008
2. Resolution No. 08-033

TKDA

ENGINEERS • ARCHITECTS • PLANNERS

444 Cedar Street, Suite 1500
Saint Paul, MN 55101-2140

(651) 292-4400
(651) 292-0083 Fax
www.tkda.com

July 8, 2008

Mr. Dale J. Glowa
Mr. George Burkards
United Properties
3500 American Boulevard West, Suite 200
Minneapolis, Minnesota 55431


Re: Engineer's Recommendation for Final Acceptance
H.O.A. 2nd (Eagle Point Circle)
City of Lake Elmo, Minnesota
TKDA Project No. 14078.001

Dear Mr. Glowa and Mr. Burkards:

We have reviewed the developer-installed improvements for H.O.A. 2nd Addition (Eagle Point Circle), and find that the work has been fully completed in all respects and in accordance with the Developer's Agreement, the Contract, Plans and Specifications, and the applicable standards and ordinances of the City. The Improvements are hereby declared to be complete and acceptance of the improvements by the City is recommended.

Pursuant to Lake Elmo City Code, Section 153.15(C), a two-year Warranty period for the improvements will begin on July 15, 2008, and will end on July 14, 2010. The Developer shall warrant and guarantee the improvements against any defect in materials or workmanship for this period. In the event of the discovery of any defect in materials or workmanship within the two-year period, the defect shall be promptly repaired or corrected, and the warranty and guarantee for the entire project shall be extended for one additional year beyond the original two-year period, for a period of three years following the completion and acceptance.

Sincerely,



John (Jack) W. Griffin, P.E.
City Engineer

CES:cme

cc: Susan Hoyt, City Administrator
Kyle Klatt, Planning Director
Mike Bouthilet, Public Works Superintendent

CITY OF LAKE ELMO
WASHINGTON COUNTY
STATE OF MINNESOTA

RESOLUTION NO. 2008-033

**A RESOLUTION ACCEPTING
THE DEVELOPER-INSTALLED PUBLIC INFRASTRUCTURE IMPROVEMENTS FOR
THE H.O.A. 2nd ADDITION (EAGLE POINT CIRCLE) DEVELOPMENT**

WHEREAS, the City entered in a Development Agreement dated July 10, 2006, with United Land, LLC (the "Developer"), for the development of H.O.A. 2nd Addition (Eagle Point Circle);

WHEREAS, the City's Engineer has prepared final record drawings of the Developer-installed public infrastructure improvements (the "Improvements");

WHEREAS, the City's Engineer in correspondence dated July 8, 2008, declared the Improvements complete and recommended that the City accept the Improvements;

WHEREAS, the Two-Year Warranty for the Improvements will begin on July 15, 2008, and will end on July 14, 2010, and a Two-Year Warranty inspection will be completed prior to the expiration of the warranty period, and the Developer will be required to repair or replace, as directed by the City, any work or materials that are found to be defective, at the Developer's sole cost and expense;

WHEREAS, the Developer has provided a list of the Improvements and the aggregate costs relating to the installation of \$250,000.00; and

WHEREAS, the City shall, upon acceptance of the Improvements, account for those assets in accordance with the City's Capital Assets Policy.

NOW, THEREFORE, BE IT RESOLVED, the City Council accepts the Developer-installed public infrastructure improvements for H.O.A. 2nd Addition (Eagle Point Circle) effective as of July 15, 2008.

Date: _____, 2008 CITY OF LAKE ELMO

By: _____
Dean Johnston
Mayor

ATTEST:

Susan L. Hoyt
City Administrator

ITEM: Consider approving an agreement between Washington County Conservation District and members of the 2009-2012 East Metro Water Resource Education Program for surface water quality education services that is part of the city's authorized/approved NPDS surface water management plan.

SUBMITTED BY: Carol Kriegler, Project Assistant

REVIEWED BY: Susan Hoyt, City Administrator
Jack Griffin, City Engineer

SUMMARY AND ACTION REQUESTED: The city council is being asked approve a four year agreement between the Washington Conservation District and members for an education program that deals with surface water quality. Education is a mandated part of the NPDS surface water rules. The city's approved NPDS management plan includes providing this education through this consortium because it is both comprehensive and fiscally reasonable. The Valley Branch Watershed uses the same education resources which creates tremendous benefits in promoting a consistent message for surface water management and water quality. The cost is \$2,000 and is paid for through the city's surface water utility fee.

The City of Lake Elmo joined the East Metro Water Resource Education Program in 2007. Members of the program include Washington County, several watershed organizations and a number of cities partially or wholly within Washington County. (Cottage Grove, Forest lake Stillwater, Dellwood and Willernie). These entities have partnered in an effort to collaborate in efficiently and effectively educating the citizens of the Twin Cities east metro area about water resource, storm water, and groundwater management in order to improve water quality. These educational services are a part of the city's authorized/approved NPDS surface water management plan. Continued membership in the program will provide for the continued delivery of the following types of educational services: Coordinate and implement East Metro Water Resource Education Program including presentations, workshops, in-field training, demonstration projects, and published materials; maintain web-based educational material; prepare annual education report (which meets MS4 requirements). These efforts are coordinated with "watershed partners" in an effort to minimize overlap and maximize effectiveness in educating the public.

The annual contribution amount for the City of Lake Elmo is \$2,000. (with a 3.5% annual increase beginning in 2010). This is paid for through the surface water fund.

MOTION

Approved an agreement between Washington Conservation District and Members of the 2009-2012 East Metro Water Resource Education Program at a cost of \$2,000 in 2009 with an annual increase of 3.5% to be paid for through the surface water utility fee.

ATTACHMENTS

- 1 Contract between Washington Conservation District and Members of the East Metro Water Resource Education Program.

**AGREEMENT BETWEEN
WASHINGTON CONSERVATION DISTRICT
AND MEMBERS OF THE 2009-2012
EAST METRO WATER RESOURCE EDUCATION PROGRAM**

A. PARTIES

This Agreement is made and entered into by Washington Conservation District, hereinafter referred to as HOST, and members of the East Metro Water Resource Education Program, hereinafter referred to individually as a PARTNER. A PARTNER is defined as an entity that executes this agreement. Eligible PARTNERS include watershed organizations and municipalities partially or wholly within Washington County.

B. PURPOSE

WHEREAS, the PARTNER has a common objective of educating the citizens of the Twin Cities east metro area about water resource, stormwater, and groundwater management in order to improve water quality; and

WHEREAS, the PARTNER has identified a need for education assistance; and

WHEREAS, 9 watershed organizations in Washington County have education components in their respective watershed management plans; and

WHEREAS, 23 communities, including multiple watersheds and the County, in Washington County are required to obtain a Municipal Separate Storm Sewer System (MS4) Permit from the Minnesota Pollution Control Agency (MPCA), which requires nonpoint source pollution education; and

WHEREAS, the PARTNER agrees it is in their best interest to define their respective responsibilities and obligations; and

WHEREAS, the PARTNER agrees that collaborative efforts are needed to more effectively and efficiently deliver water resource education and meet MS4 permit education requirements; and

WHEREAS, the PARTNER requests assistance from the HOST to implement the policies specified in MINN. STAT. §§ 103A.206; and

WHEREAS, the HOST is authorized to enter agreements to provide such assistance pursuant to MINN. STAT. §§ 103C.331, SUBD. 3 and 7.

NOW, THEREFORE, the PARTNER agrees as follows:

C. TERM OF CONTRACT

The term of this agreement shall be from May 1, 2009 to December 31, 2012 unless extended or terminated earlier as provided herein.

D. MEMBERSHIP STRUCTURE

In accordance to the program goals of collaboration and partnership, entities may become a PARTNER by signing the Signature Page at the end of this Agreement. A new PARTNER shall apply to the HOST and sign a separate contract and their signature page shall be attached to the original document. The HOST will coordinate with each PARTNER, update the project budget, and distribute it to each PARTNER.

Each PARTNER will assign a member to the Steering Committee of the East Metro Water Resource Education Program. This Committee will assist the Shared Water Resource Educator and HOST to prepare the Annual Workplan, Annual Budget, and Annual Report. A Membership Summary will be included in the Annual Report prepared by the HOST.

E. SCOPE OF SERVICES

The HOST will perform for the PARTNER the services and furnish and deliver work products generally described in Exhibit A, attached and made part of this agreement. PARTNER-specific services will be defined in the Annual Workplan noted in Exhibit A. The targeted PARTNER-specific services will be approximately 15% of the total annual workplan. Eighty-five (85) percent of the total annual workplan will be committed to shared, multi-jurisdictional benefit educational activities.

F. COST

In full consideration for services under this agreement, the PARTNER shall provide their portion of the annual costs to the HOST in accordance with their executed Signature Page at the end of this Agreement. The total annual budget for the program is shown in Exhibit B with contributions outlined in Paragraph G. If PARTNER Contributions are below the Total Budget, educational material expenses will not be incurred.

In the case that overall funding contributions from all of the PARTNERS exceeds the budget in Exhibit B by less than 20%, the excess contributions will be used to fund additional educational materials or support staff. Once the revised overall funding contribution from all of the PARTNERS exceeds the budget in Exhibit B by 20%, the PARTNERS have the option of having their proportional amount of the excess budget returned or can direct the funds to be used for EMWREP activities.

G. FUNDING STRUCTURE

Each PARTNER is suggested to contribute annually in accordance with the following funding structure:

County: \$10,000/year
Small Watershed Districts (Taxable Market Value < \$1 Billion): \$10,000/year
Medium Watershed Districts (TMV \$1-5 Billion): \$15,000/year
Large Watershed Districts (TMV >\$5 Billion): \$20,000/year
Watershed Management Organizations: \$5,000/year
Watershed Districts with existing educational staff: \$2,000/year
Large MS4 Cities: \$2,000/year (Population > 5,000)
Small MS4 Cities: \$500/year (Population < 5,000)

In-kind matches from existing educational staff from within partner organizations are also encouraged. The WCD shall provide \$10,000 of in-kind match to the program per year. As shown in Exhibit B, PARTNER contributions will increase by 3.5% per year to account for inflation.

H. PAYMENTS

1. The services in Exhibit A provided by the HOST will be billed in accordance to Exhibit B. Invoices will be sent on a quarterly basis and will summarize the work performed. Invoices are payable within 60 days.
2. Office supplies, in-house reproduction expenses, and transportation are included in the overhead noted above. Out source reproduction, special bulk mailings and other direct costs beyond the actual current budget (the combined contributions of each PARTNER) noted in Paragraph F are to be reimbursed at actual cost with prior approval from the PARTNERS.

I. EQUAL EMPLOYMENT OPPORTUNITY- CIVIL RIGHTS

During the performance of this Agreement, the HOST agrees to the following: No person shall, on the grounds of race, color, religion, age, sex, disability, marital status, public assistance, criminal record, creed or national origin, be excluded from full employment rights in, be denied the benefits of, or be otherwise subjected to discrimination under any program, service, or activity under the provisions of and all applicable federal and state laws against discrimination including the Civil Rights Act of 1964.

J. STANDARDS

The HOST shall comply with all applicable Federal and State statutes and regulations as well as local ordinances now in effect or hereafter adopted. Failure to meet the requirements of the above may be cause for cancellation of this contract effective the date of receipt of the Notice of Cancellation.

K. DATA PRIVACY

All data collected, created, received, maintained, or disseminated, or used for any purpose in the course of the HOST's performance of the Agreement is governed by the Minnesota Government Data Practices Act, Minnesota 1984, Section 13.01, et seq. or any other applicable state statutes and state rules adopted to implement the Act, as well as state statutes and federal regulations on data privacy. The HOST agrees to abide by these statutes, rules and regulations and as they may be amended.

L. AUDITS, REPORTS, AND MONITORING PROCEDURES

The HOST will:

1. Maintain records that reflect all revenues, cost incurred and services provided in the performance of the Agreement.
2. Agree that the County, the State Auditor, or legislative authority, or any of their duly authorized representatives at any time during normal business hours, and as often as they may deem reasonably necessary, shall have access to the rights to examine audit, excerpt, and transcribe any books, documents, papers, records, etc., and accounting procedures and practices of the HOST which are relevant to the contract. The annual audit conducted for the Washington Conservation District that includes EMWREP activities.

M. INDEMNITY

The HOST and PARTNER mutually agrees, to the fullest extent permitted by law, to indemnify and hold each other harmless for any and all damages, liability or cost (including reasonable attorneys' fees and costs of defense) arising from their own negligent acts, errors or omissions in the performance of their services under this agreement, to the extent each party is responsible for such damages and losses on a comparative basis of fault. The PARTNER agrees to provide proof of contractual liability insurance upon request. This paragraph does not diminish with respect to any third party, any defense, immunity, or liability limit that the HOST or PARTNER may enjoy under the law.

N. INDEPENDENT CONTRACTOR

It is agreed that nothing herein contained is intended or should be construed in any manner as creating or establishing the relationship of co-partners between the parties hereto or as constituting the HOST as the agent, representative, or employee of PARTNER organization for any purpose or in any manner whatsoever. The

HOST is to be and shall remain an independent contractor with respect to all services performed under this Agreement.

The HOST represents that it has, or will secure at its own expense, all personnel required in performing services under this Agreement. Any and all personnel of the HOST or other person, while engaged in the performance of any work or services required by the HOST under this Agreement, shall have no contractual relationship with the PARTNER and shall not be considered employees of the PARTNER.

O. MODIFICATIONS

Any material alteration or variation shall be reduced to writing as an amendment and signed by the parties. Any alteration, modification, or variation deemed not to be material by written agreement of the HOST and the PARTNER shall not require written approval. Contract extensions will be handled in this manner.

P. MERGER

It is understood and agreed that the entire agreement of the parties is contained here, except as modified during the term of the Agreement by a writing under Paragraph O above concerning a non-material change, and that this contract supersedes oral agreements and negotiations between the parties relating to this subject matter. All items referred to in this contract are incorporated or attached and deemed to be part of the contract.

Q. TERMINATION

This agreement shall commence when executed by all parties and shall continue until terminated. This agreement shall terminate immediately upon completion of the activities enumerated herein and the program duration expires. Any party to this agreement may withdraw participation with ninety days written notice prior to the annual anniversary for this Agreement (January 1 of each year). Termination by any one PARTNER shall not constitute the termination of this agreement in whole and pro-rated contributions will be returned to the terminated PARTNER. Termination by the HOST will constitute termination of this agreement in whole and pro-rated contributions will be returned to each PARTNER.

R. OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY

All property of the HOST or PARTNER used, acquired or created in the performance of work under this Agreement, including documents and records of any kind, shall remain the property of the HOST and PARTNER. The HOST and PARTNERS shall have shared rights to use, sell, license, publish, or otherwise disseminate any product developed in whole or in part during the performance of work under this Agreement. Durable goods purchased by the HOST, such as office equipment and computers, shall remain the property of the HOST.

EXHIBIT A

SCOPE OF SERVICES EAST METRO WATER RESOURCE EDUCATION PROGRAM

HOST responsibilities:

1. Hire, employ and supervise the Water Resource Educator/s that will successfully serve the education needs as prescribed herein.
2. Obtain financial reimbursement from each PARTNER as prescribed in this agreement.
3. Work in good faith to achieve the goals identified in this agreement.
4. Maintain a strict accounting of all financial transactions.
5. Develop and disseminate annual summaries of accomplishments and budgetary analysis to partners of the East Metro Water Resource Education Program.
6. Provide office space, office furniture, computer, transportation, and phone. Equipment purchased by the HOST will remain the property of the HOST following the term of this agreement.

PARTNER responsibilities:

1. Provide a single representative to the Steering Committee of the East Metro Water Resource Education Program. This person shall actively participate in the Steering Committee and assist in employee selection, Annual Workplan Development, and other tasks as needed.
2. Provide funds for the East Metro Water Resource Education Program described herein.
3. Provide appropriate and timely feedback to the HOST manager regarding the performance of the Water Resource Educator/s.
4. Share equipment, staff, and educational resources to facilitate Education Program planning and implementation.
5. As initiated by the HOST, discuss the progress of the Water Resource Educator/s and agree to take any action that is appropriate to ensure the successful fulfillment of project objectives.
6. Work with the Water Resource Educator/s to ensure that services are being used to address high priorities at the local level.

Water Resource Educator/s responsibilities:

1. Prepare, coordinate, and revise East Metro Water Resource Education Program Plan annually with the Steering Committee of the East Metro Water Resource Education Program.
2. Review and advise watershed district PARTNERS annually on educational aspects of their watershed district plans.
3. Develop annual plan of work with the Steering Committee of the East Metro Water Resource Education Program. Workplan will reference Washington County MS4 education programs and watershed district PARTNERS education plans.
4. Implement annual work plan, including planning, implementing, evaluating, and reporting on such anticipated activities as presentations, workshops, in-field training, demonstration projects, and published materials.
5. Pursue grants and other funding sources to enhance the East Metro Water Resource Education Program.
6. Coordinate with "Watershed Partners" and other entities conducting water resource education efforts to minimize overlap and maximize effectiveness.
7. Maintain educational information for web-based East Metro Water Resource Education Program.
8. Presents papers as appropriate at professional meetings within Minnesota.
9. Prepare annual education report (which meets MS4 requirements) and conduct shared MS4 annual meetings for participating East Metro Water Resource Education Program members

EXHIBIT B

BUDGET

Shared Water Resource Educator Position - Washington Conservation District Estimate						
	Hourly Rate	Yearly Salary	(1) Benefits (25%)	Subtotal	(2) Overhead (40%)	(3) Total
Appx. 2009 Salary	\$23.08	48,000	12,000	60,000	24,000	84,000

(1) WCD benefits include: health, dental (optional), basic life insurance, retirement, deferred compensation, vacation and holiday.

(2) WCD overhead includes administrative and clerical support, equipment, mileage, supplies, rent, and in-house reproduction expenses. Overhead does not include out source reproduction, special bulk mailings, displays, books, or other educational program hard-goods and expenses.

(3) WCD total does not include some costs, such as managerial, accounting, reporting and clerical support, which would be provided as an in-kind contribution.

Year	Salary, Benefits, and Overhead*	Materials	Total
2009	\$84,000	\$5,000	\$89,000
2010	\$88,200	\$5,250	\$93,450
2011	\$92,610	\$5,512.50	\$98,122.50
2012	\$97,240.50	\$5,788.	\$103,029

* Budget includes 5% annual increase for wage adjustments and inflation.

MEMBERSHIP STRUCTURE AND CASH CONTRIBUTIONS**

PARTNER	2009 Annual Contribution	2010 Annual Contribution	2011 Annual Contribution	2012 Annual Contribution
SWWD	\$20,000	\$20,700	\$21,425	\$22,174
VBWD	\$15,000	\$15,525	\$16,068	\$16,631
BCWD	\$15,000	\$15,525	\$16,068	\$16,631
Washington County	\$10,000	\$10,350	\$10,712	\$11,087
WCD (in-kind)	\$10,000	\$10,350	\$10,712	\$11,087
LSCWMO	\$5,000	\$5,175	\$5,356	\$5,544
MSCWMO	\$5,000	\$5,175	\$5,356	\$5,544
RWMWD	\$2,000	\$2,070	\$2,142	\$2,217
Cottage Grove	\$2,000	\$2,070	\$2,142	\$2,217
Forest Lake	\$2,000	\$2,070	\$2,142	\$2,217
Lake Elmo	\$2,000	\$2,070	\$2,142	\$2,217
Stillwater	\$2,000	\$2,070	\$2,142	\$2,217
Dellwood	\$500	\$518	\$536	\$554
Willernie	\$500	\$518	\$536	\$554
	91,000.00	94,185.00	97,481.48	100,893.33

** Partner Contributions includes 3.5% annual contribution increase to cover inflation and program expenses.

**CONTRACT BETWEEN
WASHINGTON CONSERVATION DISTRICT
AND MEMBERS OF THE
EAST METRO WATER RESOURCE EDUCATION PROGRAM**

HOST: **Washington Conservation District**

PARTNER: **City of Lake Elmo**

Annual Contribution Amount: **\$2,000** (with 3.5% annual increase beginning in 2010)

Term: **May 1, 2009 to December 31, 2012**

IN TESTIMONY WHEREOF the parties have duly executed this agreement by their duly authorized officers.

APPROVED:

PARTNER

HOST

BY: _____

BY: _____

Board Chair

Date

Title

BY: _____

BY: _____

WCD Manager

Date

Title

Approval as to form and execution:

Date

City Council
Date: 7-15-08
REGULAR
Item: 7
PUBLIC HEARING
& MOTION

ITEM: Hold a Public Hearing on Part 2 of the Wellhead Protection Plan and Consider Approval of the Wellhead Protection Plan

SUBMITTED BY: Jack Griffin, City Engineer

REVIEWED BY: Susan Hoyt, City Administrator
Ryan Stempski, Assistant City Engineer

SUMMARY AND ACTION REQUESTED: The city council is being asked to hold a public hearing for the Wellhead Protection (WHP) Plan, Part 2. The plan is required to protect the public health and safety of the city's water supply. This meeting is a requirement of Minnesota Rules and State Statute. The city council is also being asked to approve the WHP Plan, Part 2, contingent on the incorporation of public comments received tonight.

The purpose of this mandatory public hearing is to:

- make land owners aware of the proposed management strategies that affect their property,
- to provide the public with information regarding the level of protection needed for Lake Elmo's public water supply wells, and
- to solicit comments regarding the potential future contaminant sources that may impact Lake Elmo's public water supply wells.

What is meant by Wellhead Protection?

Wellhead protection is a means of protecting public water supply wells by preventing contaminants from entering the area that contributes water to the well. The wellhead protection area is determined by using geologic and hydrologic criteria, such as the physical characteristics of the aquifer and the effects which pumping has on the rate and direction of groundwater movement. A management plan is developed for the wellhead protection area that includes inventorying potential sources of groundwater contamination, monitoring for the presence of specific contaminants, and managing existing and future land and water uses that pose a threat to groundwater quality.

When communicating with the public on Wellhead Protection issues, City staff is charged with the responsibility to balance the need to inform and educate the public and receive public input, with the need to adhere to Homeland Security requirements and guidelines. In this endeavor, City staff is available to meet with the public and make materials available for public review. City mapping and planning documents, however will not be made available on the city website, or released in copy.

Bob Schumacher, Lake Elmo resident, assisted with gathering data information for this plan.

ADDITIONAL INFORMATION

In Minnesota, the wellhead protection program is implemented in two phases, Part 1 and Part 2. Part 1 of the City of Lake Elmo's WHP plan was completed and approved by the

MDH on April 10, 2007. Part 1 is an assessment of current well and groundwater conditions. It involves the delineation of the wellhead protection area and the delineation of the Drinking Water Supply Management Area (DWSMA) boundaries. Part 1 also includes an assessment of the wells' vulnerability. On June 5, 2007, Lake Elmo's WHP Plan, Part 1, public meeting was held to inform the public of DWSMA boundaries and DWSMA vulnerabilities.

The WHP, Part 2 then focuses on the management strategies for plan implementation. On August 21, 2007 the City of Lake Elmo authorized TKDA to prepare the WHP, Part 2. Specifically, the WHP Plan, Part 2, contains:

1. The drinking water protection goals that the City would like to achieve.
2. An inventory and map of potential contaminant sources, know as the Potential Contaminant Source Inventory (PCSI).
3. Problems, issues, and opportunities concerning land use issues relating to the aquifer, well water, or the Drinking Water Supply Management Area (DWSMA).
4. Management strategies, objectives, and action plans for managing the existing and possible future potential sources of contamination to prevent groundwater contamination.

Since the City wells can receive water from both the surface and subsurface areas, potential contaminant sources in both areas need to be assessed. The principal sources of contamination can include wells, underground storage tanks, hazardous waste generators, and surface water sites. This list of possible contamination sites comprises the PCSI. This list was developed using resident volunteers from the City.

In accordance with program requirements, the draft Part 2 report was made available to agencies required by the Minnesota Department of Health (MDH) for a 60-day comment period (the agency listing has been included as attachment No. 1). This comment period ends July 14, 2008. Following tonight's public hearing, the city council will be asked to approve the WHP Plan, Part 2. Staff will address all comments to finalize the plan and must submit the plan to the MDH prior to July 19, 2008. The Minnesota Department of Health will then have a 60 day review period to approve the plan. By September 26, 2008, the City of Lake Elmo will need to provide notice to agencies and local units of government of MDH approval and begin plan implementation. The WHP Plan, Part 2, project schedule has been included as attachment No. 2.

Please refer to the draft WHP Plan, Part 2, for more detail. This document is available for public review at Lake Elmo City Hall.

BACKGROUND

Under the Federal Safe Drinking Water Act, all states are required to have a Wellhead Protection (WHP) Program. The Department of Health (MDH) administers this program in Minnesota and requires every public water supply well in the state to have a Wellhead Protection Plan, and to implement WHP measures as identified in the approved plan.

The Minnesota Department of Health is granted authority under Minnesota Statutes, Section 103I, subdivision 5, and Minnesota Rules, parts 4720.5100 to 4720.5590. The statutory authority was granted in 1989 with the passing of the Minnesota Groundwater Protection Act, which was a response to the 1986 amendment to the Federal Safe Drinking Water Act. The rules governing wellhead protection were adopted in November 1997.

Suggested Motion for Consideration:

Move to approve the Wellhead Protection Plan, Part 2.

ORDER OF BUSINESS

- | | |
|---|--------------------------------|
| • Introduction | Susan Hoyt, City Administrator |
| • Report by staff or other presenter | Jack Griffin, City Engineer |
| • Questions to the presenter
(3 minutes) | Mayor and Council members |
| • Questions/comments from the public
(3 minutes) | Mayor facilitates |
| • Hold public hearing | Mayor facilitates |
| • Call for a motion | Mayor and Council members |
| • Discussion | Mayor and Council members |
| • Action | City Council |

ATTACHMENTS:

1. WHP Plan, Part 2, project schedule
2. Agency listing for MDH 60-day comment period

LUG List

Wellhead Protection Plan

City of Lake Elmo

12781.001

Tom Carr, Mayor City of Grant 9550 Joliet Avenue North Grant, Minnesota 55082	Amanda Goebel Washington County Public Health 14949 62nd Street North P.O. Box 6 Stillwater, Minnesota 55082
Carmen Sarrack, Mayor City of Oakdale 1584 Hadley Avenue North Oakdale, Minnesota 55128	John Hanson Valley Branch Watershed District 4700 West 7th Street Minneapolis, Minnesota 55435-4803
David Beaudet, Mayor City of Oak Park Heights 14168 Oak Park Boulevard North P.O. Box 2007 Oak Park Heights, Minnesota 55082	Karen Kill Browns Creek Watershed District 1380 West Frontage Road Highway 36 Stillwater, Minnesota 55082-2104
William Hargess, Mayor City of Woodbury 8301 Valley Creek Road Woodbury, Minnesota 55125-2320	Matt Moore South Washington County Watershed District 8301 Valley Creek Road Woodbury, Minnesota 55125-2320
Kent Grandlienard Town Board Chair Baytown Township 4220 Osgood Avenue North Stillwater, Minnesota 55082	Art Persons MDH Planner 18 Woodlake Drive Southeast Rochester Minnesota 55904
Dan Kyllo Town Board Chair West Lakeland Township 13520 North Greenwood Trail Stillwater, Minnesota 55082	Mr. Jim Kelly Minnesota Department of Health 625 Robert Street North P.O. Box 64975 St. Paul, Minnesota 55101
Susan Hoyt City Administrator City of Lake Elmo 3800 Laverne Avenue N. Lake Elmo, Minnesota 55042	Jack Griffin TKDA 444 Cedar Street, Suite 1500 St. Paul, Minnesota 55101

**CITY OF LAKE ELMO
WELLHEAD PROTECTION PLAN, PHASE II
TKDA PROJECT NO. 12781.001
PROJECT SCHEDULE**

June 5, 2007	Public Information Meeting was held on Phase I of the Wellhead Protection Plan - presentation by MHD staff
July 25, 2007	Scoping meeting held per MN Rules with MDH staff and City staff
August 21, 2007	City council authorized TKDA to prepare Phase II of the Wellhead Protection Plan
May 14, 2008	Draft Wellhead Protection Plan was submitted to Local Units of Government for a 60 day review and comment period.
July 14, 2008	Comment period ends
July 15, 2008	Public Hearing for public review and comment on the draft Wellhead Protection Plan, city council approves Wellhead Protection Plan
July 19, 2008	Address any comment received from local and public comment and submit plan to MDH
September 19, 2008	End MDH review and receive MDH approval.
September 26, 2008	Provide notice to LUGs about MDH Plan Approval, and staff begins plan implementation

****Wellhead Protection Plan Amendment Requirements**

1. Annual review of each strategy implemented and modifications needed
2. WHP Evaluation Report needs to be submitted periodically
3. WHP must be amended with the addition of a new Well and every 10 years

City Council
Date: 7-15-08
REGULAR
Item: 8
Motion

ITEM: Receive a project report detailing the proposed rights and restrictions for the Sunfish Lake Park Land Trust Easement

REQUESTED BY: Park Commission

SUBMITTED BY: Carol Kriegler, Project Assistant
Mike Bouthilet, Public Works and Parks Superintendent

REVIEWED BY: Susan Hoyt, City Administrator

SUMMARY AND ACTION REQUESTED: The city council is being asked to receive a project report related to placing Sunfish Lake Park, a 315 acre park that is used for hiking and skiing, in a conservation easement with the Minnesota Land Trust and to endorse the concept presented in the report. The intent of this project report is to identify the proposed land use restrictions that will be included in the conservation easement. The overriding goal of the Sunfish Lake Park conservation easement is to ensure it's permanency as a park and preserve and protect its natural state through land use restrictions and rights. The goal of the report is to confirm the proposed land use restrictions and rights as the Land Trust will next proceed with crafting the easement legal document based on the project report.

The city council gave the park commission the authority to explore the option of securing a conservation easement for the park on June 6, 2006. The Park Commission spent several meetings crafting a report and recommendation for the city council to consider that identified future uses for the park. The Park commission submitted the *Sunfish Lake Park Report*, dated October 17, and made presentation to the city council at its January 8, 2008 meeting. The report is attached. The Commissions *Sunfish Lake Park Report* was prepared for the purpose of providing guidance for how the city plans to use the park into the future. The project report has been prepared by the Land Trust in response to the commissions report and city council comments as a means to confirm the associated proposed land use restrictions and rights to be included in the conservation easement document.

ADDITIONAL INFORMATION

A conservation easement lists the permitted current and future uses of the land which it covers.

The proposed park improvements identified for Sunfish Lake Park in the 1990 Comprehensive Park Plan, now 17 years old, included a fire pit, fishing dock, trail interpretation sites and emergency telephone. The Park Commission identified all of these park improvements as unnecessary and not consistent with the future use of Sunfish with the exception of the trail interpretation sites.

Sunfish Lake Park is included in the DNR Metro Conservation Corridors 2007 Focus Areas. A portion of the park may be included as a MCBS Site for Biodiversity Significance.

OPTIONS

- Accept the Park Commission recommendation for proposed rights and restrictions for the two areas in Sunfish Lake Park in its entirety. Area Three is restricted by an easement and no changes are proposed.
 - The three areas include:
 - Area one is approximately 225 acres which is mostly wooded and contains access to Sunfish Lake itself and three ponds, as well as an extensive system of dirt and woodchip trails.
 - Area Two is a predominantly open area in the southern part of the park consisting of approximately 20 acres.
 - Area Three is approximately 70 acres in size and controlled by an MPCA easement.
- Amend the project reports proposed rights and restrictions as the city council determines appropriate.

Suggested motion for consideration:

MOTION

Move approval of the Park Commission recommendation for acceptance of the project report outlining proposed rights and restrictions in Sunfish Lake Park and authorize the Land Trust to proceed with crafting the conservation easement document.

ORDER OF BUSINESS

- | | |
|--|--|
| ○ Introduction | Susan Hoyt, City Administrator |
| ○ Report | David Steele, Chair, Park Commission
Sarah S..., Minnesota Land Trust |
| ○ Questions to presenters
(3 minutes) | Mayor and Council members |
| ○ Questions from public
To council (3 minute max) | Mayor facilitates |
| ○ Call for a motion | Mayor and Council members |
| ○ Discussion
(3 minutes) | Mayor and Council members |
| ○ Action | City Council |

ATTACHMENTS:

- 1 Land Trust Project Report: Proposed Rights and Restrictions, Sunfish Lake Park
- 2 Park Commission Sunfish Lake Report, October 15, 2007, with illustrations

Minnesota Land Trust
Proposed Rights and Restrictions
For a Conservation Easement

Sunfish Lake Park
City of Lake Elmo

Land Use Restrictions & Rights	Detail
Industrial or commercial use	Prohibited.
Agricultural use	Current agricultural use of Area Two allowed to continue until restoration occurs.
Residential use and development	Prohibited.
Structures and improvements	<p><i>Area 1</i> - Prohibited except for:</p> <ul style="list-style-type: none"> • Minor rustic structures such as trail barriers, benches, picnic tables, boardwalks, observation platforms, birdhouses, and information kiosks. <p><i>Area 2</i> - Prohibited except for:</p> <ul style="list-style-type: none"> • Minor rustic structures such as trail barriers, benches, picnic tables, boardwalks, observation platforms, birdhouses, and information kiosks. • “Interpretive center” and other low impact recreational improvements according to a Park Plan approved by the Land Trust. The “interpretive center” will be limited to textures, colors, and materials that blend with the natural surroundings.
Utilities	Utilities(to be defined) serve those activities permitted by the easement but otherwise prohibited.
Lighting	Permanent outdoor lighting will be prohibited in Area 1. Lighting in Area 2 must be downcast and consistent with city policy.
Division of the property	Prohibited.
Development Rights	Transfer of development rights to

Minnesota Land Trust
Proposed Rights and Restrictions
For a Conservation Easement

	another property is prohibited.
Rights of way	Access across the property to develop adjacent land is prohibited.
Mining	Prohibited.
Signs	Small, unlighted signs for informational or interpretive purposes is allowed. A sign designating the name of the park also is allowed.
Roads and trails	The access road and parking area are allowed. Roads are otherwise prohibited. Unpaved paths or foot trails, including footbridges and boardwalks are allowed. A paved trail will be allowed in Area 2.
Surface alteration	Alteration of the natural topography or surface of the land is limited and consistent with the park plan.
Vegetation and habitat management	Management of natural vegetation to improve its habitat and scenic values is allowed, subject to an approved management plan.
Water	Alteration of natural water bodies and wetlands, or actions detrimental to water quality are prohibited. Restoration of wetlands or water bodies is allowed according to a plan approved by the Land Trust.
Dumping	Dumping or accumulation of trash or other unsightly material is prohibited.
Vehicles	Prohibited except in conjunction with otherwise authorized activities (i.e. habitat restoration or management).
Recreational and educational use	Recreational and educational purposes that do not impact the conservation values of the land are allowed. This would include walking, hiking, horseback riding, cross-country skiing, orienteering, etc. This would not include

Minnesota Land Trust
Proposed Rights and Restrictions
For a Conservation Easement

	mountain biking.
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Minnesota Land Trust: Overview of Uses for Sunfish Lake Park.

SUMMARY AND ACTION REQUESTED:

The City Council is asked to review the following recommendations developed by the Parks Commission relating to future uses of Sunfish Lake Park. If approved by Council, the Parks Commission will use the vision iterated below as a blueprint for developing a draft of a Minnesota Land Trust conservation easement for Sunfish Lake Park.

PURPOSE

The Minnesota Land Trust utilizes easements to protect land and water resources permanently and to preserve important natural and scenic resources by limiting the use and development of land. Conservation easements allow current citizens to enjoy the land while safeguarding it for future generations.

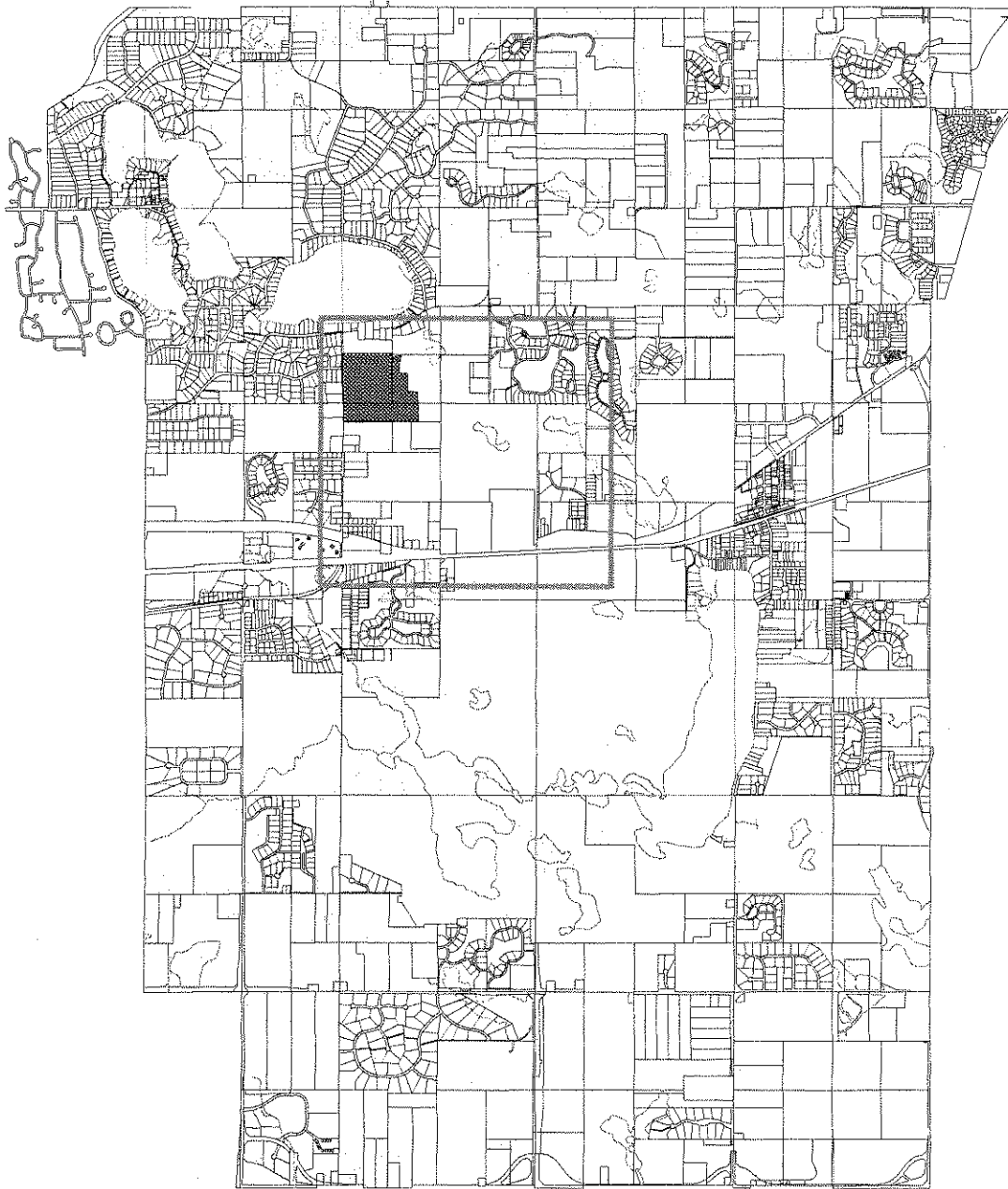
The purpose of placing Sunfish Lake Park within a Minnesota Land Trust conservation easement is to protect the water and shoreland of Sunfish Lake itself, preserve the water quality of ponds within the park, protect the natural flora and fauna that make the park home, and define acceptable uses of the park. Today's vision for the park would be sustained indefinitely by the easement and would not be subject to political or other influences in the future.

WHY IT IS A GOOD CANDIDATE FOR THE LAND TRUST

The Park Commission finds that Sunfish Lake Park is unique in our region as it is a large, contiguous, and undeveloped area that has been left almost entirely in its natural state. The woods has been identified as part of a greenway corridor by the DNR. In 1971, Michael Scanlan of the Nature Conservancy, identified a portion of the park as "probably the best upland forest in the county" and stated that the "area is also unique because of the unusually high diversity of the fauna and, especially, the flora."

GEOGRAPHIC INFORMATION

Sunfish Lake Park is approximately 314 acres in size with an easement for the MPCA restricting uses on approximately 70 acres. The centrally-located park is primarily accessed off of Stillwater Lane, has three ponds and provides a public access point onto Sunfish Lake.



Location Map, Sunfish Lake Park in the city of Lake Elmo

CURRENT USES OF THE PARK

The current uses of the park include picnicking, walking or jogging on dirt or woodchip trails, canoeing, flora/fauna identification, sledding, cross-country skiing, horseback riding, snowshoeing, and farming/haying. A few benches, an unpaved parking lot, an unpaved access road, and a portable toilet can also be found in the park.



2000 Aerial of Sunfish Lake Park

DISCUSSION OF SUNFISH LAKE PARK

The Parks Commission has discussed the future use of Sunfish Lake Park and its possible future inclusion in the Minnesota Land Trust at a number of meetings over the course of the past few years. Staff from the Minnesota Land Trust have met with the Commission on at least two occasions to discuss the purpose of a land trust.

Emerging from those discussions, the Parks Commission produced the following statement regarding its vision for Sunfish Lake Park:

Statement of the Lake Elmo Parks Commission
February 21, 2007

As the Parks Commission puts the final touches on a draft of a *Lake Elmo Comprehensive Park and Recreation Plan* this spring, the members of the Commission would like to share with their colleagues serving on the City Council and the Planning Commission our strong commitment to the following principles relating to the City's stewardship of Sunfish Lake Park:

1. The Park is a unique natural oasis within the Lake Elmo park system, and all future development within the Park should be pursued in a way that fosters only quiet, low-impact uses that are protective and sustaining of a natural environment that the citizens of Lake Elmo hope to bequeath to future generations.
2. The southernmost, non-wooded area of Sunfish Lake Park is an integral part of the Park and should be developed in ways that are consistent with the overall vision for Sunfish Lake Park as a whole. No future development should be pursued in this section that does not speak directly to or enhance the overall vision of Sunfish Lake Park as a natural oasis. Nor should this open area be used for non-park purposes or for organized sports and recreation that require significant allotment of land, the construction of large facilities, or outdoor lighting that does not conform to Lake Elmo's Dark Skies practices.
3. Consistent with the designation by the Minnesota Department of Natural Resources of a corridor of land encompassing all of Sunfish Lake Park as well as large areas surrounding the Park on all sides as "Regionally Significant Ecological Areas," all future development within the Park as well as in those adjoining areas should be significantly informed by a need to protect natural resources, habitat, and flyways, and the City should explore the *possibility* – as land becomes available for purchase -- of extending the southern borders of the Park to Highway 5 as a strategy for creating a contiguous natural wildlife corridor between Sunfish Lake Park and the Lake Elmo Park Reserve.

These principles will guide the Lake Elmo Parks Commission as it prepares a detailed proposal to the Council to create a land easement with the Minnesota Land Trust that will encompass all of Sunfish Lake Park.

Respectfully Submitted,

Lake Elmo Parks Commission

ROLE OF SUNFISH LAKE PARK IN LAKE ELMO

In both the 1990 and 2008 Comprehensive Park Plans, Sunfish Lake Park is designated as a Community Park owing in part to its large size. It is one of two existing community parks in Lake Elmo.

DEFINING TERMS

Sunfish Lake Park has three distinct areas by virtue of topography and current use:

Area One

The largest area of the park – consisting of approximately 225 acres – is mostly wooded and contains access to Sunfish Lake itself and three ponds, as well as an extensive system of dirt and woodchip trails.

Area Two

This is a predominantly open area in the southern part of the park consisting of approximately 20 rolling acres that are currently used for agricultural purposes.

Area Three

This area is approximately 70 acres in size and controlled by an MPCA easement.

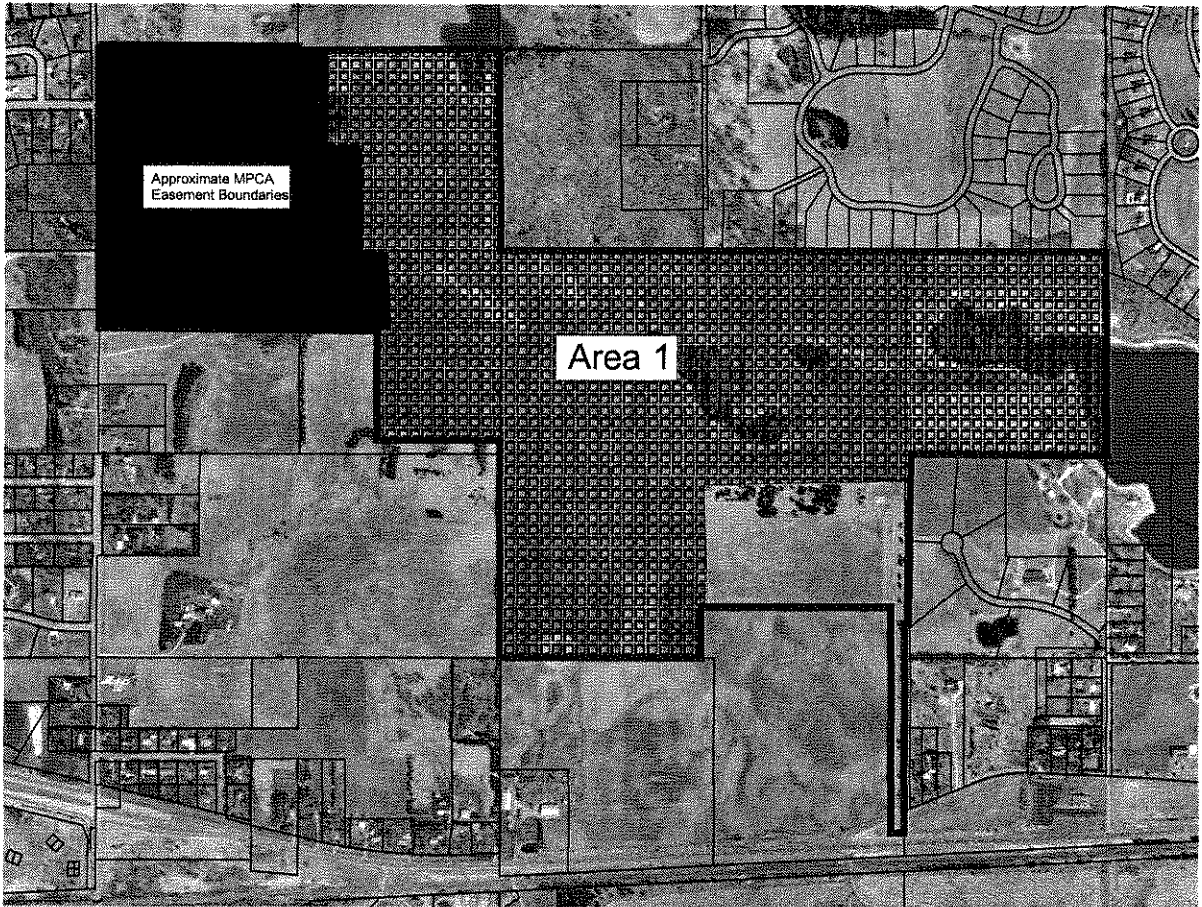
EXISTING AND FUTURE USES OF SUNFISH LAKE PARK

Area One of Sunfish Lake Park

The Parks Commission has reached a consensus that all areas not currently used for parking or farming (Area One as shown below) should continue to be used in their present form. The trail system should be limited to what exists except as necessary to provide limited access to adjacent future neighborhoods. Maintenance of both trails and natural areas should be continued in ways that are consistent with current practices. The existing trail system should be groomed, mowed, or maintained with dirt or biodegradable woodchips. It should be regularly groomed, with dirt or biodegradable woodchips as their base. The Parks Commission also agreed that the current trail system could be augmented with interpretive signage to help users better navigate the trail system and understand the flora and fauna.

The uses currently allowed in Area One are:

- Horseback riding
- Walking and jogging
- Flora and fauna identification
- Cross-country skiing
- Sledding
- Snowshoeing



2000 Aerial of Sunfish Lake Park, Area 1

Area Two of Sunfish Lake Park

More recently, the Parks Commission has discussed the approximately 20 acres of the park located south of Area One (see map below). This section – Area Two -- is currently being used for farming/haying and contains a portable toilet and an unpaved parking lot. The Parks Commission has considered the following as potential uses in Area Two:

- Ball fields
- Environmental learning center/nature interpretive center – not to exceed XX sq. ft.
- Ice skating rink (with boards and accompanying lighting, if necessary)
- Warming house/shelter
- Picnic area
- Swing set/tot lot
- Pavilion
- Volleyball court
- Indigenous wildflower gardens
- Prairie restoration with interpretive signage
- Archery range
- Off-leash dog run
- Trails



2000 Aerial of Sunfish Lake Park; Area 2

Area Three of Sunfish Lake Park

This area of the park was previously used as a landfill. As such, it is currently regulated by an MPCA easement.



2000 Aerial of Sunfish Lake Park; Area 3

After discussing this broad spectrum of options, the Parks Commission decided to recommend uses for Area Two that are consistent with the nature of the much-larger Area One and draw on the natural resources of the area and the uniqueness of the setting.

Future uses of Area Two may include:

- **Environmental learning area**
- **Ice skating rink with warming house**
- **Picnic area**
- **Prairie restoration with interpretive signage**

The existing parking lot, signage, and portable toilet would also be retained and maintained.

The installation of permanent ball fields was discussed in this area, but the Commission felt strongly that Area Two is not suited for such facilities owing to the rolling topography of the land and its location as a low-impact entrance to the park. The Commission has recommended against utilizing either Area One or Area Two of Sunfish Lake Park for permanent ball field use in the draft 2007 Comprehensive Park Plan.

ADDITIONAL FACTS:

- At the July 5, 2005, City Council meeting, a request was made by a resident to consider placing Sunfish Lake Park into the Minnesota Land Trust.
- The Parks Commission formed a recommendation to place Sunfish Lake Park into a Minnesota Land Trust easement. The recommendation was brought to the City Council at the June 6, 2006 meeting. At that time, the Council authorized the Parks Commission to formulate a full recommendation on whether Sunfish Lake Park should be placed into an easement held by the Minnesota Land Trust. The Parks Commission delayed making such a recommendation until the completion of the Lake Elmo Comprehensive Park Plan.
- The proposed park improvements identified for Sunfish Lake Park in the 1990 Comprehensive Park Plan included a fire pit, fishing dock, trail interpretation sites, and emergency telephone. Recent discussion by the current Parks Commission has identified all of these proposed park improvements as unnecessary or unwanted uses with the exception of the trail interpretation sites.
- Sunfish Lake Park is included in the DNR Metro Conservation Corridors 2007 Focus Areas. A portion of the park may be included as a MCBS Site of Biodiversity Significance.

PARK COMMISSION RECOMMENDATION

The Park Commission is recommending unanimously that Area One and Area Two of Sunfish Lake Park be protected by a Minnesota Land Trust conservation easement with the following characteristics:

Within Area One:

Allowable Uses:

1. Allowable uses should not be expanded to include activities not currently pursued in this area. Current uses include horseback riding, jogging, walking, flora/fauna identification, cross-country skiing, sledding, picnicking, and snowshoeing.

Facilities and Construction:

1. Trails should be regularly groomed and left natural or covered in biodegradable material or covered with other materials consistent with the natural environment of the park.
2. The trail system should be limited to what exists except as necessary to provide limited access to adjacent future neighborhoods.
3. Interpretive signage, additional benches located at special vistas, and a limited number of picnic tables should be allowed within Area One.
4. Reinforcing timbers and small footbridges should be constructed on a limited basis and as necessary to maintain the existing trail system and the new connection to Tapestry.

Within Area Two:

Allowable Uses:

Uses within Area Two should be governed by the overall character of Sunfish Lake Park as an urban natural oasis in which only quiet and low-impact activities are allowed:

1. When appropriate, the use of Area Two for agricultural purposes should be terminated, and the area should be converted to park purposes.
2. Allowable activities should not include uses beyond those integrated here; ice skating, picnicking, walking/jogging, cross-country skiing, flora/fauna identification, sledding, periodic deer harvesting, and snowshoeing will be allowed in Area Two.

Facilities and Construction:

1. The existing unpaved parking lot, signage, and portable toilet facilities are adequate and should not be improved.
2. The construction of an ice skating rink and lighting that are consistent with the Lake Elmo Dark Skies policy would be allowed. This recreational area could be converted to, and maintained as, a small field where people could gather for informal games of softball, soccer, Frisbee tag, or other such low-impact sporting activities. No construction of backstops or other permanent structures relating to these sports would be allowed.
3. To accommodate both ice skating and an enhanced educational function, it would be desirable to construct a small environmental learning center containing information on the flora and fauna to be found in the park, maps of the hiking trails, etc., for use by hikers, cross-country skiers, and snowshoers. A connecting room could serve as a warming house for cross-country skiers and ice skaters.
4. The bulk of the 20 acres in Area Two should be used as a prairie restoration area containing native grasses and wildflowers, bird houses, and a limited system of trails with interpretive signage. Such an improvement would not only provide a more diversified ecosystem for plants and animals (as well as for park visitors), it would also contribute to the development of native habitat and help establish a meaningful nature corridor between Sunfish Lake Park and the Lake Elmo Park Reserve. The trails in this area should be natural or maintained with woodchips.
5. A small covered picnic area, containing picnic tables, a grill, and perhaps a covered area, in Area Two would be allowed.

Within Area Three:

Area Three is an integral part of Sunfish Lake Park, but is currently under an easement by the MPCA and could not be included in the Minnesota Land Trust easement.

Not all of the recommended uses will necessarily be needed for the area. By including them in the easement, the City can ensure that each could become a reality in keeping with the Land Trust easement.

REQUESTED ACTION

The City Council is asked to give consideration to the recommendation provided by the Parks Commission along with staff's guidance, and to approve a final list of uses deemed appropriate for Sunfish Lake Park. Direction from Council will then be used to craft the easement document in coming months.

Suggested motion for consideration:

Move to recommend approval of the uses as recommended by the Lake Elmo Parks Commission for Sunfish Lake Park.

City Council
7/15/08
REGULAR
Item: 9
Motion

ITEM: Receive and accept the 2007 Annual Financial Report
REQUESTED BY: Steve MacDonald, City Auditor, Abdo, Eick and Meyer
SUBMITTED BY: Susan Hoyt, City Administrator
REVIEWED BY: Tom Bouthilet, Finance Director
Joe Rigdon, Finance Manager, KDV

SUMMARY AND ACTION REQUESTED: The city council is being asked to receive and to accept the city's 2007 Annual Financial Report. The city auditor, Steve MacDonald, will review the highlights of the report for the city council and answer questions. In early 2008, the city hired a financial expert, Joe Rigdon, to organize, reconcile and rework its 2007 accounts at the recommendation of the city auditor as a result of the findings for the 2006 audit. The city council received this report in June. The 2007 audit reflects these changes.

ORDER OF BUSINESS

Introduction	Susan Hoyt, City Administrator
Report	Steve MacDonald, Abdo, Eick and Meyer
Questions from the council (3 minutes maximum)	Mayor and Council members
Questions from the public To the city council (3 minute maximum)	Mayor facilitates
Motion	Mayor and Council members
Discussion	Mayor and Council members
Action	City Council

ATTACHMENTS:

- 1 2007 Management Letter
- 2 2007 Annual Financial Report

City Council
Date: 7.15.08
REGULAR
Item 10
Motion

ITEM: Consider approving contracting for routine account processing services

SUBMITTED BY: Susan Hoyt, City Administrator
Tom Bouthilet, Finance Director

REVIEWED WITH: Joe Rigdon, Finance Advisor, KDV
Steve MacDonald, Auditor, Abdo, Eick and Meyer

SUMMARY AND ACTION REQUESTED: The city council is being asked to enter into an agreement with the city of Roseville for routine account processing services for: accounts payable, payroll, utility billing, reconciliation of accounts, routine monthly and quarterly financial reports and data input into the budget to be charged on an hourly basis. This is part of the city's effort to efficiently, effectively and economically move forward as it transitions to excellence in financial management for better decision making and accountability to the citizens and taxpayers of Lake Elmo. It also fulfills the administrator's responsibility to efficiently manage city staff and financial resources – in other words find ways to meet the city council's goal for financial accountability and openness. The proposed services are routine accounting activities that the finance director has taken on as part of the city's effort to make its financial records more understandable and public while maximizing the use of its staff resources.

The finance director currently spends at least 50 hours a month on routine billing and related reporting that must be worked in with his other work time, which creates inefficiencies in processing these accounts and takes him away from other work that he is responsible for carrying out. Prior to February, 2008 the city had a full time employee at an annual cost of \$63,000 (2080 hours a year/173 hours per month) that processed these accounts and assisted the finance director with related reports and doing reconciliations so the city was spending over 200 hours a month on these activities or at least 2400 hours a year. The proposed contracted services anticipate about 28 hours a month to accomplish this routine processing work, reconciliations and related reports. These services are 'behind the scenes' so the city will not lose the personal connection between the city's finance director and the community and staff since he will continue to answer questions regarding the accounts payable and utility billing and other financial questions as they emerge. An additional 4 hours per month at a level of finance director expertise has been built into the estimate for an additional \$ 320 per month and \$1,600 for five months for expertise in budgeting and recommending upgrades and efficiencies in the city's software. The cost of the 32 hours per month for these services is about \$ 1,840 per month or an estimated \$ 9,200 for five months remaining in 2008. This includes some additional costs for getting started with the city's software and for budget data input work. The costs can be covered through the city's current budget. The funds for the general fund activities (about \$1,340 a month for payroll, accounts payable, reports and reconciliation and potential expertise or \$ 6,700 through the end of the year) will come from the savings in the finance director's time (efficiency in using his time) and from savings in the general fund budget related to personnel expenses that will not be incurred. (This includes not hiring a building official prior to year end and having no expenses related to pay outs for retiring or resigning employees for accrued paid time off. There may be remaining funds from the \$63,000 budgeted for the former permanent employee depending upon the demands placed on Joe Rigdon's time). The \$500/month or \$2,500 for five months for utility billing is already included in the utility fund budgets.

In addition, this service will reduce the demand on the finance advisor, (Joe Rigdon's) hourly time commitment to the city because his expertise in accounting software, organizing and inputting information on the budget document and financial reporting can be reduced. Although another

option included contracting with a temporary service for this work, the auditor encouraged the city to approach the city of Roseville because the existing trained expertise and familiarity with the accounting software and government accounting makes this a more cost efficient way to proceed and Roseville has had an excellent reputation for sound financial practices for many years and it has provided these services to other cities in the past.

ADDITIONAL INFORMATION

Getting financial records and systems in place using the right skills for the right job.

In response to the auditor's recommendations and the city council's interest in making sure it is managing its finances according to best practices and in a public venue, the city has hired a finance advisor to provide the government finance expertise and experience needed to manage government accounts by today's standards. This approach does not commit the city to having this level of expertise and the associated expense permanently on the city staff. A second area of finance work is the processing of the routine accounts, which needs to be done as efficiently and accurately as possible without draining critical staff resources. This is another step in the process of getting the right level of resources assigned to the tasks at hand. Once the city's financial systems are organized and working efficiently costs for financial management expertise will be significantly reduced. In other words, the \$35,000 spent on reconciling the city's financial records and bringing them into conformance with government accounting standards will not have to be repeated if best practices are followed and the city has access to financial expertise on an as needed basis as it goes forward. With the opportunity to contract for trained, experienced accounting personnel for budget organization and input data, the financial advisor (Joe Rigdon) time can focus on the overall budget and its impacts, on the capital improvement financial plan, on evaluating the city's investments, and developing a system for charging and tracking individual development costs rather than relying on a one time fee. This work will likely be one or two days a week and also include city council meetings on the budget through the end of the year.

Evaluating the efficiencies and costs of staff

Upon analysis by the finance team, the team determined that the finance director's time, which costs the city about \$ 44/hour (salary with benefits), is now dominated by processing routine accounts. The team believes that his time would be better spent in managing the processing of the accounts (rather than doing the nuts and bolts), continuing to respond to resident and property owner questions about utility bills and other charges and financing topics and by doing other important management level work related to personnel policies, personnel management, safety and insurance as well as activities like the Fall Festival and other internal projects that need management and someone to oversee and implement at city hall. These routine accounting services currently being done by the finance director can be done for an estimated 28 hours a month by the city of Roseville with the majority of the services at \$50 per hour because the city of Roseville has staff designated, trained, and experienced in these processes and in the same financial software. The city of Roseville has contracted out these services to other cities in the past. In addition, the finance director has asked that the city's accounting software be evaluated and that the city be given recommendations for upgrades from the city of Roseville personnel who work with these systems. Initially, this would have been part of the finance manager (Joe Rigdon) tasks, but using Roseville for this analysis will save the city time and money. There is ultimately a cost savings to the city by freeing up the finance director's time on critical organizational activities like OSHA requirements, updating the very outdated personnel policy, developing a performance pay plan and salary plan for the city council's review.

In addition, there are other management issues at play. First, this will give the city's finance director exposure to and access to staff in another city, which uses the same financial tools. Second, it is highly recommended that a finance director be out of the office on vacation for at least one week every year. Given the finance director's work schedule and his being tied to these routine accounts, he has not been able to do this for at least the past two years. Again, this is not

a concern about the finance director's integrity, but it is a standard best practice that the city should be implementing and the finance director expects. Third, the finance director's work week is much longer than it should be from an employee perspective. This service will allow Tom to use his management skills and to focus on less routine activities, pay attention to other critical areas in the organization that fall under his responsibility and to maintain a 40 hour work week.

PROPOSAL

Service	Estimated hours per month	Estimated hours through year end	Cost per hour	Estimated cost per month	Estimated cost through year end	Funding Source
Accounts payable	8 hours	40 hours	\$50	\$ 400	\$ 2,000	General Fund
Payroll w. all reports to PERA tax payments etc. and answer employee questions	6 hours	30 hours	\$ 50	\$ 300	\$ 1,500	General Fund
Utility Billing including loading meter readers, preparing mailings, doing related required reports (LE Finance Director is contact with the public)	10 hours	50 hours	\$ 50	\$ 500	\$ 2,500	Utility Funds paid by users
Reconciliation of month end including revenue and expenditure reports	4 hours	20 hours	\$ 80	\$ 320	\$ 1,600	General Fund
Additional support for advice on software, budget input etc.	4 hours	20 hours	\$ 80	\$ 320	\$ 1,600	General Fund and Utility Funds
	32 hours	160 hours		\$ 1,840	\$ 9,200	

\$ 80/hour is for Assistant Finance Director level help; \$50/hour is for experienced accountant's time

OPTIONS

Once the finance team determined that it was time to transition from having the finance director actually do the day to day accounts, and instead, contract for this work. Since taking on an employee at a very part time basis is difficult to find the government expertise would be difficult to find and require training. (Several cities are seeking accountants now) and since committing to an employee has long term financial implications, this was not considered as an option. Hiring a temporary accountant through a temp agency was a concept considered and would come at a cheaper hourly rate, about \$30 per hour, but without the expertise and financial training on the city's software this would like require more than a 32 hour a month commitment and take up more of the finance director's time that we are trying to free up for other tasks. It would be tied to the individual hired by the city through the agency, rather than to the service being provided (Roseville is agreeing to provide the service and it will be served through the most appropriate and available people). It will also help Lake Elmo in its transition to excellence in financial management since the city of Roseville has been practicing best financial management practices for decades. In addition, the efficiency of Roseville being part of the IT network makes the exchange of information and records much easier and very efficient.

RECOMMENDATION

It recommended that the city contract with the city of Roseville for accounting processing services through year end because it provides the services and skills through trained accountants who use the same software for the same purposes (government fund accounting) and have a reputation

for high quality city financing and accounting standards. The city is assuring the quality of the work regardless of what employee (s) are assigned to the work. (The utility billing clerk may be different than the accounts payable clerk because Roseville has a large finance department with specialties. In addition, the availability of expertise on improvements to be made in the software and the billing systems as well as the budgeting process will already be built into the service. . During the budget process the staff will evaluate and recommend a financial staffing model that is most cost effective for 2009 including how this contracting for service is working.

SUGGESTED MOTION FOR CONSIDERATION

Move to authorize entering into an agreement with the city of Roseville for accounting processing services for an estimated \$10,000 to be funded through the general fund and utility funds through the end of 2008 with the intent to evaluate the efficiencies and value of contracting for this service as part of the city's 2009 budgeting process.

ORDER OF BUSINESS

Introduction / Report	Susan Hoyt, City Administrator Tom Bouthilet, Finance Director
Questions from the city council (3 minutes maximum)	Mayor and Council members
Questions from the public (3 minutes maximum)	Mayor facilitates
Call for a motion	Mayor and Council members
Discussion	Mayor and Council members
Action	City Council

ATTACHMENT 1:

1 Agreement

City of Lake Elmo
Agreement for Accounting Services
with the City of Roseville

The agreement for accounting services between the city of Lake Elmo and the city of Roseville for accounting services to include:

- Accounts payable (twice monthly)
- Payroll (twice monthly for regular employees, once monthly for firefighters)
 - Answer payroll related questions from the city of Lake Elmo employees.
- Utility billing for water, sewer and surface water (quarterly for water and sewer and annually for surface water)
- Managing the updates to the utility billing data base
- Month end reconciliations
- Monthly revenue and expenditure reports to the city administrator
- Quarterly revenue and expenditure summary reports for the city administrator to distribute to the city council
- Input into the budget document (as needed from August through December)
- Recommendations on financial accounting software and efficiency improvements in the financial accounting systems(as needed) including the chart of accounts and report formats

The city of Lake Elmo will:

- provide the required information to the accountant to process these tasks and update the systems in a timely way so the accounts can be processed on schedule.
- provide accurately coded accounts payable
- provide data to update the utility billing accounts
- provide access to the city of Lake Elmo's accounting systems on an on-going basis so there is no delay
- answer calls and questions related to accounts payable and utility billing
- provide the budget document format and the budget information to be input into the budget document
- provide work space, a computer, a copier, and other routine office supplies at the city of Lake Elmo, when required to provide these services by the city of Roseville staff
- provide access to the city administrator and finance team in a timely fashion to answer questions and give direction as needed

The city of Roseville will charge an hourly rate as identified in Appendix 1.

- Appendix 1 is annually subject to change based upon a change in costs for providing this service by the city of Roseville that is mutually agreed upon by the two parties.
- Additional charges may include: 1) travel time, 2) copies, 3) postage, 4) other miscellaneous out of pocket expenses that the city of Lake Elmo would typically cover as part of these processes.
- Payment will be made monthly.

City of Lake Elmo
Agreement for Accounting Services
with the City of Roseville

The accounting work will be assigned to accounting personnel by the city of Roseville in consultation with the city of Lake Elmo administrator and finance team.

The city of Roseville is responsible for the quality and accuracy of work performed through this contract.

All personnel providing this service from the city of Roseville are city of Roseville employees and are not employees of the city of Lake Elmo.

The city of Roseville is not responsible for errors and omissions that the city of Lake Elmo makes in providing information or in its accounting software.

The city of Roseville is not responsible for policies related to the payments, payroll, fees and charges made by the city of Lake Elmo.

The agreement may be terminated by either party with a 30 day written notice.

City of Lake Elmo

City of Roseville

City of Lake Elmo
Agreement for Accounting Services
with the City of Roseville

APPENDIX I

Assistant Finance Director Services	\$80/hour
Accountant	\$50/hour
Mileage	rate as required

ITEM: Review the timeline for the 2009 Budget Process
SUBMITTED BY: Susan Hoyt, City Administrator
REVIEWED WITH: Joe Rigdon, Finance Manager, KDV
Tom Bouthilet, Finance Director

SUMMARY AND ACTION REQUESTED: The city council is being asked to review the timeline for the 2009 budget process. The 2009 budgeting process will include reviewing all the city funds rather than just the general fund budget. It will also include education about how the new levy limit law will impact the city's budget. Joe Rigdon will lead the city staff and city council on the budget initiative, anticipated impacts from funding options and education on the budget. The staff management team meets this week to begin the budgeting process. A new format will be part of this process.

See Attachment 1 for process

ORDER OF BUSINESS

Introduction/Report	Susan Hoyt, City Administrator
Questions from the city council (3 minute maximum)	Mayor and Council members
Questions / comments from the public to The city council (3 minute maximum)	Mayor facilitates
Direction from the city council	City Council

ATTACHMENT:

I Proposed schedule for the 2009 Budget Process

PROPOSED SCHEDULE FOR THE 2009 BUDGET PROCESS

This schedule may be subject to change. All meetings will be on the web site.

Tuesday, July 15	Staff Meeting	Budget guidelines Budget document Internal budget deadlines
Tuesday, August 5	5:30 PM to 6:45 PM	Introduction General Fund Numbers
Tuesday, August 19	5:30 to 6:45 PM	General Fund modifications (if any) Special Revenue Funds Numbers Enterprise Funds Numbers (Water, Sewer, Surface Water)
Tuesday, September 2 (If ready)	7 PM regular meeting	Adopt preliminary 2009 tax levy Adopt preliminary 2009 general fund budget Adopt budget public hearing and budget adoption dates
<i>If needed:</i> Tuesday, September 9 (if not ready on Sept. 2)	7 PM special meeting before workshop	See Above
November 18, 2008 (if needed)	7 PM regular meeting	Revisit the preliminary budget, if needed
December 1, 2008	7 PM special meeting (may combine Dec 2 regular meeting into this meeting - TBD in the future)	Budget information and truth in taxation hearing
<i>If needed</i> December 8, 2008	7 PM special meeting	Continuation hearing, if needed
December 9, 2008	7 PM special meeting	Subsequent hearing to Adopt final 2009 tax levy Adopt final 2009 general fund budget
October, November, December A process and a timeline for a comprehensive CIP with financial planning and financial resources will go beyond 2008 and into 2009	To Be Determined	CIP process / 2009 capital projects Internal staff MAC review of proposed equipment needs in CIP Review CIP with City Council for input Review CIP with Planning Commission City Council adopt 2009 - 2014 CIP

Shading represents meetings that will be scheduled on only if needed.