

FILE

City of Lake Elmo
3800 Laverne Avenue North
Lake Elmo, Minnesota

November 17, 2009

7:00 p.m.

- A. CALL TO ORDER
- B. PLEDGE OF ALLEGIANCE:
- C. ATTENDANCE: ___Johnston___ DeLapp___ Emmons, ___ 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. Approval of the November 4, 2009 City Council 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 may be removed at City Council's request.)
 2. Approve payment of disbursements and payroll
 3. Consider request from Thomas Dufresne for extension to variance request, approved on June 19, 2007 until December 9, 2009 for 8961 37th St. N.
 4. Adopt Ordinance No. 08-020 repealing moratorium on wireless telecommunication towers
 5. Authorization of Geotechnical Services for the 2010 street and water quality improvements feasibility report
 6. 2009 Street Improvements, Partial Payment No. 3
 7. Authorization support for State Bonding Funds for the design and construction of an East Metro Regional Firefighter Training Facility; Resolution No. 2009-044
 8. Approve contractors application for payment and change order #1 for Carriage Station picnic shelter project

9. Approve grant agreements with the State of Minnesota DNR for Sunfish Lake Park Prairie Restoration Project and Sunfish Lake Park Natural Resource Management Plan

J. REGULAR AGENDA:

10. Response to the Metropolitan Council on 2030 Comprehensive Plan Update
11. Consider developer's request for an extension of the completion deadline for Whistling Valley, I, II, III
12. Authorization to proceed with formulation of 2010 Street Assessments and Overall Update of City Assessment Policies by Finance Subcommittee

K. REPORTS AND ANNOUNCEMENTS:

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

- Mayor and City Council
- Administrator
- City Engineer
 - a. Resident rain garden workshop, December 2nd
- Planning Director

L. Adjourn

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3800 Laverne Avenue North
Lake Elmo, Minnesota

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City of Lake Elmo
City Council Minutes

November 4, 2009

Mayor Johnston called the meeting to order at 7:00 p.m.

PRESENT: Mayor Johnston and Council Members DeLapp, Emmons, Park and Smith (departed)

Also Present: City Administrator Messelt, Planning Director Klatt, City Engineer Griffin, Attorney Snyder, Finance Director Bouthilet and City Clerk Lumby

APPROVAL OF AGENDA:

MOTION: Council Member DeLapp moved to approve the November 4, 2009 City Council Agenda as presented. Council Member Smith seconded the motion. The motion passed 5-0.

ORDER OF BUSINESS:

GROUND RULES:

APPROVED MINUTES:

The October 20, 2009, City Council minutes were approved by consensus.

PUBLIC COMMENTS/INQUIRIES: None

CONSENT AGENDA:

MOTION: Council Member Park moved to approve the Consent Agenda as presented. Council Member DeLapp seconded the motion. The motion passed 5-0.

- Approve payment of disbursements and payroll in the amount of \$103,321.94
- Approved Resolution No. 2009-042 allowing detached garage closer to road right-of-way for Robert Bliss at 7910 DeMontreville Trail N.

REGULAR AGENDA:

Hiring of Public Works Maintenance Operator

Bruce Messelt, City Administrator, reported G.T. Magnuson, who has served the City Public Works for six years, will be leaving the City to work for Lake County Highway Dept in Two Harbors, MN. The City advertised and received 220 applications for the Public Works Maintenance Operator position. Interviews for the top five candidates took place on Friday, October 29 and on Tuesday, November 3rd.

Based on the interviews, the City Administrator asked for City approval to make an offer of employment to one of the top candidates for the position of Public Works Maintenance Operator, consistent with current City employment policies and procedures, the approved 2009 and projected 2010 General Fund budgets and contingent upon completion of an appropriate check of references and background investigation.

MOTION: Council Member DeLapp moved to authorize the City Administrator to approve an offer of employment, to the successful candidate, as Public Works Maintenance Operator, consistent with the already-budgeted compensatory parameters for this position and contingent upon completion of reference checks and an appropriate background investigation. Council Member Park seconded the motion. The motion passed 5-0.

Adopt Ordinance No. 08-018, amending Section 50.40 regarding water use restrictions

Bruce Messelt, City Administrator, reported the City Council is being asked to consider adoption of the Ordinance 08-018 that would implement certain water conservation measures for the municipal water system.

City Engineer Griffin explained this ordinance has been drafted in response to (1) comply with the recently adopted Water Supply Plan and associated regulations administered by the Department of Natural Resources; (2) promote best operating practices within the municipal water system; and (3) minimize the water system well and storage facility requirements on a City-wide basis.

The City Engineer had previously noted that Minnesota Statutes 103G.291 requires public water suppliers serving more than 1,000 people to employ water use reduction measures and implement a conservation rate structure which must be implemented by January 1, 2010.

An article on water conservation rates will be in the City newsletter, noticed in the water bills. The City Administrator will explore the reverse phone system alerting water users of the water conservation rates. The implementation of these water conservation measures will be reviewed and the legality to extend these measures to private wells will be explored.

MOTION: Council Member DeLapp moved to adopt Ordinance 08-018, Amending Section 5040 of the City Code Implementing Water Conservation Measures for the Municipal Water System. Council Member Park seconded the motion. The motion passed 5-0.

Approval of 2010 water conservation rates

Bruce Messelt, City Administrator, reported Minnesota Statute 106G.291 requires public water suppliers serving more than 1,000 consumers to adopt a conservation water rate structure by January 1, 2010.

Tom Bouthilet, Finance Director provided the City Council with three draft scenarios for review. While the Council indicated a preference for scenario #3 at the October 27, workshop and directed staff to proceed accordingly, a fourth scenario was also still under construction, with no base charge and a pure ad valorem rate structure.

MOTION: Council Member Smith moved to adopt a water conservation rate structure for 2010, as depicted in Scenario #3 attached herein. Mayor Johnston seconded the motion. The motion passed 5-0.

Adopt Ordinance No. 08-019, Wireless Telecommunication Ordinance, Resolution No. 2009-043

Kyle Klatt, Planning Director, reported the city Council was provided with a copy of the most recent Planning Commission report regarding the wireless Communications Ordinance at its October 27, 2009 workshop. The changes that were requested by the Council during the workshop were incorporated into the updated draft. The Council is being asked to approve the proposed ordinance, as amended, and repeal the moratorium on the construction of new wireless telecommunications tower, currently in effect.

Council Member DeLapp was not in attendance at the October 27th workshop; therefore, at the Council meeting he summarized his changes to the ordinance.

Jim Blackford, 9765 45th Street N., stated he would the requests to come in front of the Council to consider keeping in character of neighborhood and the visual impact of the tower area notified.

MOTION: Council Member DeLapp moved to approve 08-019 amending the wireless communications ordinance as amended by the Planning Director and including the comments that would strengthen the original intent of the ordinance provide by Council Member DeLapp, effective upon the publication and effective date of Ordinance 08-019. Council Member Park seconded the motion. The motion passed 5-0.

MOTION: Council Member DeLapp moved to approve Resolution No. 2009-043 authorizing publication of Ordinance No. 08-019 by Title and Summary. Council Member Park seconded the motion. The motion passed 5-0.

MOTION: Council Member Park moved to direct the City Attorney to draft an ordinance to repeal Ordinance 08-012 establishing a moratorium on the construction of new wireless telecommunications tower, currently in effect. Council Member DeLapp seconded the motion. The motion passed 5-0.

Reports:

There was consensus of the Council to authorize Administrator Messelt to pursue legislative changes supporting PEG, bonding possibilities and changes for approval of liquor licenses.

The meeting adjourned at 8:28 p.m.

Respectfully submitted by Sharon Lumby, City Clerk

DRAFT

City Council
11/17/2009
CONSENT
Item: 2
MOTION

AGENDA ITEM: Approve disbursements in the amount of : \$ 432,590.15

SUBMITTED BY: Tom Bouthilet, Finance Director

THROUGH: Bruce A Messelt, City Administrator

BAM

<u>Claim #</u>	<u>Amount</u>	<u>Description</u>
ACH	\$ 6,915.99	Payroll Taxes to IRS 11/05/2009
ACH	\$ 1,166.36	Payroll Taxes to Mn Dept.of Revenue 11/05/09
DD2479 - DD2492	\$ 19,997.55	Payroll Dated 11/05/2009 (Direct Deposit)
34913 - 34916	\$ 18,552.42	Payroll Dated 11/05/2009 (Payroll)
34917 - 34977	\$ 385,957.83	Accounts Payable Dated 11/17/2009

Total: \$ 432,590.15

SUMMARY AND ACTION REQUESTED: The City Council is being asked to approve disbursements in the total amount of \$432,590.15

Accounts Payable To Be Paid Proof List

User: Administrator
 Printed: 11/12/2009 - 2:57 PM
 Batch: 002-11-2009

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
10000	10,000 Lakes Chapter									
Dues	10/22/2009	75.00	0.00	11/17/2009	10,000 Lakes Chapter		-			0000
101-420-2400-44330	Dues & Subscriptions	75.00								
	Dues Total:	75.00								
	10000 Total:	75.00								
<hr/>										
AIRGAS Airgas North Central										
105992969	10/31/2009	24.75	0.00	11/17/2009	Oxygen Tank Lease		-			0000
101-430-3100-43150	Contract Services	24.75								
	105992969 Total:	24.75								
	AIRGAS Total:	24.75								
<hr/>										
ARAM Aramark, Inc.										
629-6853352	10/29/2009	36.26	0.00	11/17/2009	Uniforms		-			0000
101-430-3100-44170	Uniforms	36.26								
	629-6853352 Total:	36.26								
629-6855300	11/02/2009	78.79	0.00	11/17/2009	Linen City Hall - Annex		-			0000
101-410-1940-44010	Repairs/Maint Contractual Bldg	78.79								
	629-6855300 Total:	78.79								
629-6855301	11/02/2009	26.77	0.00	11/17/2009	Linen City Hall-Annex		-			0000
101-410-1940-44010	Repairs/Maint Contractual Bldg	26.77								
	629-6855301 Total:	26.77								
629-6858312	11/05/2009	36.86	0.00	11/17/2009	Mats		-			0000
101-430-3100-44010	Repairs/Maint Bldg	36.86								
	629-6858312 Total:	36.86								
629-6858313	11/05/2009	36.26	0.00	11/17/2009	Uniforms		-			0000
101-430-3100-44170	Uniforms	36.26								
	629-6858313 Total:	36.26								
	ARAM Total:	214.94								

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
BANYON Banyon Data Systems, Inc.										
00144641	11/01/2009	978.28	0.00	11/17/2009	Software Support		-	No		0000
601-494-9400-43180	Software Support									
	00144641 Total:	978.28								
	BANYON Total:	978.28								
BRYAN Bryan Rock Products, Inc.										
32697	10/31/2009	481.07	0.00	11/17/2009	Red Ball field aggregate (Lions, VFW)		-	No		0000
101-450-5200-42250	Landscaping Materials									
	32697 Total:	481.07								
	BRYAN Total:	481.07								
BURBBLAC Burberl Black Dirt, Inc.										
12118	11/02/2009	76.68	0.00	11/17/2009	Black Dirt Reid Park		-	No		0000
101-450-5200-42250	Landscaping Materials									
	12118 Total:	76.68								
	BURBBLAC Total:	76.68								
C&J CONS C & J Consulting Services, LLP										
10-2009	10/05/2009	1,150.00	0.00	11/17/2009	Monthly Accg Services - October 2009		-	No		0000
101-410-1520-43150	Contract Services									
	10-2009 Total:	1,150.00								
	C&J CONS Total:	1,150.00								
CARQUEST Car Quest Auto Parts										
2055-171248	10/29/2009	68.72	0.00	11/17/2009	Case loader air filter		-	No		0000
101-430-3100-42210	Equipment Parts									
	2055-171248 Total:	68.72								
	CARQUEST Total:	68.72								
CATCO Catco										
1-06666	10/29/2009	353.54	0.00	11/17/2009	Muffler assembly (86-1)		-	No		0000
101-430-3100-42210	Equipment Parts									
	1-06666 Total:	353.54								
	CATCO Total:	353.54								
COMCAST COMCAST										
8772-10-5358914	10/27/2009	7.90	0.00	11/17/2009	Monthly Service-Fire		-	No		0000
101-420-2220-44300	Miscellaneous									
	8772-10-5358914 Total:	7.90								

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
COMCAST Total:		7.90								
COMPENSA Compensation Consultants, Ltd										
10/29/2009	10/29/2009	40.00	0.00	11/17/2009	Monthly Admin Fee-November		-	No		0000
101-410-1320-44300	Miscellaneous									
10/29/2009 Total:		40.00								
COMPENSA Total:		40.00								
CPTELECO CP Telecom, Corp										
651-207-1000	11/01/2009	529.88	0.00	11/17/2009	Telephone/Data Service-City Hall Nov		-	No		0000
101-410-1940-43210	Telephone				09					
651-207-1000 Total:		529.88								
651-207-1701	11/01/2009	444.27	0.00	11/17/2009	Phone/Data Service-Public Works Nov		-	No		0000
101-430-3100-43210	Telephone				09					
651-207-1701 Total:		444.27								
CPTELECO Total:		974.15								
CTYBLOOM City of Bloomington										
October 2009	10/31/2009	60.00	0.00	11/17/2009	Lab Bacteria Testing		-	No		0000
601-494-9400-42270	Utility System Maintenance									
October 2009 Total:		60.00								
CTYBLOOM Total:		60.00								
CTYROSEV City of Roseville										
0010332	11/03/2009	1,551.58	0.00	11/17/2009	Monthly IT Services - November 2009		-	No		0000
101-410-1450-43180	Information Technology/Web									
0010332 Total:		1,551.58								
CTYROSEV Total:		1,551.58								
ECKBERG Eckberg Lamers Briggs Wolff										
100372	10/31/2009	3,608.88	0.00	11/17/2009	Legal Services - Civil		-	No		0000
101-410-1320-43040	Legal Services									
100372 Total:		3,608.88								
ECKBERG Total:		3,608.88								
FULL Full Throttle										
13817	10/29/2009	100.00	0.00	11/17/2009	Chairs for Training room		-	No		0000
101-430-3100-44370	Conferences & Training									
13817 Total:		100.00								

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
	FULL Total:	100.00								
HAGBERGS Hagbergs Country Market	10/29/2009	4.79	0.00	11/17/2009	Miscellaneous			No		0000
101-410-1320-44300	Miscellaneous									
	10/29/2009 Total:	4.79								
	HAGBERGS Total:	4.79								
HDSUPPLY HD Supply Waterworks, Ltd.	9704274	128.25	0.00	11/17/2009	Meter reader battery			No		0000
601-494-9400-42300	Water Meters & Supplies									
	9704274 Total:	128.25								
	HDSUPPLY Total:	128.25								
HORNINGK Homing Karl	10/22/2009	15.00	0.00	11/17/2009	10,000 Lakes Education Seminar			No		0000
101-420-2400-44370	Conferences & Training									
	10/22/2009 Total:	15.00								
	HORNINGK Total:	15.00								
ICMAA ICMA	11/01/2009	800.00	0.00	11/17/2009	Membership Renewal ICMA			No		0000
383203	Dues & Subscriptions									
	383203 Total:	800.00								
	ICMAA Total:	800.00								
KDV Kern DeWenter Viere Ltd	10/29/2009	4,441.50	0.00	11/17/2009	Financial Services October 2009			No		0000
101297	Contract Services									
	101297 Total:	4,441.50								
	KDV Total:	4,441.50								
Lake L Lake Elmo Land Development LLC	11/12/2009	20,700.00	0.00	11/17/2009	Release Security - Prairie Ridge Office			No		0000
803-000-0000-22900	Deposits Payable									
	Chk Req Total:	20,700.00								
	Lake L Total:	20,700.00								

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
Landscape LANDSCAPE ARCHITECTURE INC.										
8292009	08/29/2009	4,800.00	0.00	11/17/2009	Sanctuary Landscape Plan Prep Fee		-	No		0000
803-000-0000-22900	Deposits Payable	4,800.00								
	8292009 Total:	4,800.00								
	Landscape Total:	4,800.00								
LARSON LARSON DIESEL SERVICE										
91023029	10/23/2009	205.86	0.00	11/17/2009	DOT inspection and transmission leak rep		-	No		0000
101-430-3100-44040	Repairs/Maint Eqpt	205.86								
	91023029 Total:	404.97	0.00	11/17/2009	DOT insp Drive shaft belt water pump		-	No		0000
91023032	10/23/2009	404.97	0.00	11/17/2009	DOT insp Drive shaft belt water pump		-	No		0000
101-430-3100-44040	Repairs/Maint Eqpt	404.97								
	91023032 Total:	102.18	0.00	11/17/2009	DOT Inspections (09-1)		-	No		0000
91028007	10/28/2009	102.18	0.00	11/17/2009	DOT Inspections (09-1)		-	No		0000
101-430-3100-44040	Repairs/Maint Eqpt	102.18								
	91028007 Total:	102.18	0.00	11/17/2009	Exhaust clamp (\$6-1)		-	No		0000
91030007	10/30/2009	31.85	0.00	11/17/2009	Exhaust clamp (\$6-1)		-	No		0000
101-430-3100-42210	Equipment Parts	31.85								
	91030007 Total:	31.85	0.00	11/17/2009	Exhaust clamp (\$6-1)		-	No		0000
	LARSON Total:	744.86								
LEAGMN League of MN Cities										
135718	10/27/2009	40.00	0.00	11/17/2009	Metro Meeting		-	No		0000
101-410-1110-44370	Conferences & Training	40.00								
	135718 Total:	40.00	0.00	11/17/2009	Metro Meeting		-	No		0000
	LEAGMN Total:	40.00								
LEOIL Lake Elmo Oil, Inc.										
B01203	10/31/2009	3,270.98	0.00	11/17/2009	Fuel - Public Works		-	No		0000
101-430-3120-42120	Fuel, Oil and Fluids	3,270.98								
	B01203 Total:	459.39	0.00	11/17/2009	Fuel - Fire		-	No		0000
S01203	10/31/2009	459.39	0.00	11/17/2009	Fuel - Fire		-	No		0000
101-420-2220-42120	Fuel, Oil and Fluids	459.39								
	S01203 Total:	3,730.37	0.00	11/17/2009	Fuel - Fire		-	No		0000
	LEOIL Total:	3,730.37								
Lillie Newspapers Inc. Lillie Suburban										
10/30/2009	10/30/2009	19.58	0.00	11/17/2009	Public Hearing - Tablyn Park		-	No		0000
101-410-1320-43510	Legal Publishing	19.58								
10/30/2009	10/30/2009	20.25	0.00	11/17/2009	Ordinance 08-017 Published		-	No		0000
101-410-1320-43510	Legal Publishing	20.25								

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
10/30/2009	10/30/2009	13.50	0.00	11/17/2009	CUP Amend - Publish Country Sun		-	No		0000
101-410-1320-43510	Legal Publishing									
	10/30/2009 Total:	53.33								
	Lillie Total:	53.33								
LOFF Loffler Companies, Inc.										
1065244	11/03/2009	231.40	0.00	11/17/2009	Copy Machines Overage and Base Oct 09		-	No		0000
101-410-1940-44040	Repairs/Maint Contractual Eqpt									
	1065244 Total:	231.40								
	LOFF Total:	231.40								
LTLFALLS Little Falls Machine, Inc										
43049	11/05/2009	283.85	0.00	11/17/2009	Spinner Motor (86-1)		-	No		0000
101-430-3100-42210	Equipment Parts									
	43049 Total:	283.85								
43072	11/05/2009	415.93	0.00	11/17/2009	Spinner Motor (91-1) hubs for (91-1)		-	No		0000
101-430-3100-42210	Equipment Parts									
	43072 Total:	415.93								
	LTLFALLS Total:	699.78								
MAGNUSON Magnuson Gerald										
10/29/2009	10/29/2009	90.00	0.00	11/17/2009	Health Savings Reimbursement		-	No		0000
101-000-0000-21710	Health HSA									
	10/29/2009 Total:	90.00								
	MAGNUSON Total:	90.00								
MARONEYS Maroney's Sanitation, Inc										
315774	10/06/2009	103.66	0.00	11/17/2009	Waste Removal - City Hall		-	No		0000
101-410-1940-43840	Refuse									
315774	10/06/2009	45.62	0.00	11/17/2009	Waste Removal - Fire		-	No		0000
101-420-2220-43840	Refuse									
315774	10/06/2009	198.87	0.00	11/17/2009	Waste Removal - Public Works		-	No		0000
101-430-3100-43840	Refuse									
315774	10/06/2009	198.87	0.00	11/17/2009	Waste Removal - Parks		-	No		0000
101-450-5200-43840	Refuse									
	315774 Total:	547.02								
	MARONEYS Total:	547.02								
MARVS Marv's Professional Tools										
219362	10/29/2009	190.67	0.00	11/17/2009	Universal sockets/tools		-	No		0000
101-430-3100-42400	Small Tools & Minor Equipment									

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
	219362 Total:	190.67								
	MARVS Total:	190.67								
METCOU Metropolitan Council										
0000912596	11/03/2009	1,068.66	0.00	11/17/2009	Monthly Wastewater Service Dec 09			No		0000
602-495-9450-43820	Sewer Utility - Met Council									
	0000912596 Total:	1,068.66								
	METCOU Total:	1,068.66								
MFR A McCombs Frank Roos Assoc Inc.										
65806	10/01/2009	906.20	0.00	11/17/2009	Planning Services & code enforcement			No		0000
101-410-1910-43150	Contract Services									
	65806 Total:	906.20								
	MFERA Total:	906.20								
MIDAM Mid America Meter, Inc.										
09-491	10/27/2009	293.91	0.00	11/17/2009	2" meter re - build			No		0000
601-494-9400-42400	Small Tools & Minor Equipment									
09-491	10/27/2009	-18.91	0.00	11/17/2009	Use Tax Payable			No		0000
101-000-0000-20201	Use Tax Payable									
	09-491 Total:	275.00								
	MIDAM Total:	275.00								
MILLEREX Miller Excavating, Inc.										
14441	10/30/2009	1,215.00	0.00	11/17/2009	Grading gravel roads			No		0000
101-430-3120-43150	Contract Services									
	14441 Total:	1,215.00								
	MILLEREX Total:	1,215.00								
MNNAT MN Dept. of Natural Resources										
10302009	10/30/2009	172.95	0.00	11/17/2009	Replacement Hose for Brush Truck-			No		0000
101-420-2220-44040	Repairs/Maint Eqpt				Fire					
	10302009 Total:	172.95								
	MNNAT Total:	172.95								
NEWMAN Newman Signs										
TI-0214740	10/22/2009	420.23	0.00	11/17/2009	Street Sign Material			No		0000
101-430-3100-42260	Sign Repair Materials									
	TI-0214740 Total:	420.23								

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
NEWMAN Total:		420.23								
NORTHL Northland Trust Services, Inc.										
LKEL05A	09/24/2009	87,512.50	0.00	11/17/2009	Water Rev Bond 2005A interest		-	No		0000
601-494-9400-46110 Bond Interest										
LKEL05A Total:		87,512.50								
LKEL09A	10/05/2009	70,000.00	0.00	11/17/2009	Principal		-	No		0000
315-470-7000-46010 Bond Principal										
LKEL09A	10/05/2009	8,968.75	0.00	11/17/2009	Interest		-	No		0000
315-470-7000-46110 Bond Interest										
LKEL09A Total:		78,968.75								
NORTHL Total:		166,481.25								
NORTH00 HSBC Business Solutions										
561011667	10/29/2009	34.67	0.00	11/17/2009	Warning triangle and grease		-	No		0000
101-430-3100-42210 Equipment Parts										
561011667 Total:		34.67								
NORTH00 Total:		34.67								
ONECALL One Call Concepts, Inc Gopher Stat										
9100620	10/31/2009	254.35	0.00	11/17/2009	Line Locates - October 2009		-	No		0000
101-430-3100-43150 Contract Services										
9100620 Total:		254.35								
ONECALL Total:		254.35								
PEPIND Pepin Doug										
CHK REQ	11/02/2009	476.14	0.00	11/17/2009	Reimbursement for MSFCA		-	No		0000
101-420-2220-44370 Conferences & Training										
CHK REQ Total:		476.14								
PEPIND Total:		476.14								
PIONEER Pioneer Press										
1009515780	10/31/2009	684.00	0.00	11/17/2009	Maint Operator Employment Ad		-	No		0000
101-430-3100-44300 Miscellaneous										
1009515780 Total:		684.00								
PIONEER Total:		684.00								
PITNEYRE Reserve Account Pitney Bowes										
10/27/2009	10/27/2009	500.00	0.00	11/17/2009	Postage		-	No		0000
101-410-1320-43220 Postage										

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
10/27/2009	10/27/2009	1,500.00	0.00	11/17/2009	Postage		-	No		0000
603-496-9500-43180	Software Support									
	10/27/2009 Total:	2,000.00								
	PITNEYRE Total:	2,000.00								
PRESS Press Steven										
11092009	11/12/2009	62.71	0.00	11/17/2009	Cable Plaanning	11/09/2009	-	No		0000
101-410-1320-43620	Cable Operation Expense									
11092009	11/12/2009	-3.83	0.00	11/17/2009	Cable Plaanning	11/09/2009	-	No		0000
101-410-1320-43620	Cable Operation Expense									
	11092009 Total:	58.88								
	PRESS Total:	58.88								
RIVRCCOOP River Country Cooperative										
141352	11/12/2009	7.50	0.00	11/17/2009	Fuel - Fire		-	No		0000
101-420-2220-42120	Fuel, Oil and Fluids									
	141352 Total:	7.50								
	RIVRCCOOP Total:	7.50								
RUD Prince-Rud Diane										
11/17/2009	11/17/2009	342.00	0.00	11/17/2009	Cleaning City Hall and Annex		-	No		0000
101-410-1940-44010	Repairs/Maint Contractual Bldg									
11/17/2009	11/17/2009	256.50	0.00	11/17/2009	Cleaning Fire Hall		-	No		0000
101-420-2220-44010	Repairs/Maint Bldg									
11/17/2009	11/17/2009	-38.50	0.00	11/17/2009	Use Tax		-	No		0000
101-000-0000-20201	Use Tax Payable									
	11/17/2009 Total:	560.00								
	RUD Total:	560.00								
SENNYOUN SENN & YOUNGDAHL										
Chk Req	11/03/2009	1,000.00	0.00	11/17/2009	Esc. return permit #6303 10071		-	No		0000
803-000-0000-22900	Deposits Payable									
	Chk Req Total:	1,000.00								
	SENNYOUN Total:	1,000.00								
SENSUS SENSUS Corp										
ZA10009645	11/04/2009	145.00	0.00	11/17/2009	Repair of Meter Reader		-	No		0000
601-494-9400-44030	Repairs/Maint Imp Not Bldgs									
	ZA10009645 Total:	145.00								

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
SENSUS Total:		145.00								
SOURCECO Source Construction Capital										
Chk Req	11/03/2009	1,500.00	0.00	11/17/2009	Esc Return Permit #6747 5658 57th st			No		0000
803-000-0000-22900	Deposits Payable				ct					
Chk Req Total:		1,500.00								
SOURCECO Total:		1,500.00								
STDELANO State Bank of Delano										
11/1/2009	11/01/2009	41,000.00	0.00	11/17/2009	G.O. Equip of Certificate 2006A-			No		0000
314-480-8000-46010	Bond Principal				Principa					
11/1/2009	11/01/2009	2,336.00	0.00	11/17/2009	G.O. Equip of Certificate 2006A-			No		0000
314-480-8000-46110	Bond Interest				Interest					
11/1/2009 Total:		43,336.00								
STDELANO Total:		43,336.00								
STPAUL St Paul Stamp Works, Inc.										
182796	11/05/2009	67.27	0.00	11/17/2009	Dog Tags - 2010			No		0000
101-410-1320-42000	Office Supplies									
182796 Total:		67.27								
STPAUL Total:		67.27								
SUNRAY Sun Ray Plumbing & Heating Inc										
22300	10/29/2009	21,124.35	0.00	11/17/2009	Cimarron Gasline Replacement -			No		0000
101-430-3300-43150	Contract Services - CDBG				CBDG Reim					
22300 Total:		21,124.35								
SUNRAY Total:		21,124.35								
TASCH T.A. Schifsky & Sons Inc										
48253	10/26/2009	135.02	0.00	11/17/2009	Asphalt			No		0000
101-430-3120-42240	Street Maintenance Materials									
48253 Total:		135.02								
48308	11/03/2009	237.79	0.00	11/17/2009	Asphalt			No		0000
101-430-3120-42240	Street Maintenance Materials									
48308 Total:		237.79								
TASCH Total:		372.81								
TASK TASK FORCE TIPS INC.										
997133	10/29/2009	64.21	0.00	11/17/2009	Repair Nozzle-Fire			No		0000
101-420-2220-44040	Repairs/Maint Eqpt									

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
	997133 Total:	64.21								
	TASK Total:	64.21								
TRKUTI Truck Utilities										
204279	10/22/2009	1,816.88	0.00	11/17/2009	Sander Flow Control		-	No		0000
410-480-8000-45800	Other Equipment									
	204279 Total:	1,816.88								
204281	10/22/2009	619.88	0.00	11/17/2009	Nerf Bars (steps) Plow guards (09-1)		-	No		0000
410-480-8000-45800	Other Equipment									
	204281 Total:	619.88								
204282	10/22/2009	45,409.05	0.00	11/17/2009	Hook Lift and Municipal box/hydraulics		-	No		0000
410-480-8000-45800	Other Equipment									
	204282 Total:	45,409.05								
204598	10/29/2009	116.28	0.00	11/17/2009	Salt spreader couplers		-	No		0000
101-430-3100-42210	Equipment Parts									
	204598 Total:	116.28								
	TRKUTI Total:	47,962.09								
UM University of Minnesota										
11/6/2009	11/06/2009	270.00	0.00	11/17/2009	54th Annual institute for Build official		-	No		0000
101-420-2400-44370	Conferences & Training									
	11/6/2009 Total:	270.00								
	UM Total:	270.00								
USBANK US Bank Trust										
33404800	12/01/2009	30,000.00	0.00	11/17/2009	G.O. Improvement Bond 2002B-Principal		-	No		0000
601-494-9400-46110	Bond Interest									
33404800	12/01/2009	12,382.50	0.00	11/17/2009	G.O. Improvement Bond 2002B-Interest		-	No		0000
601-494-9400-46110	Bond Interest									
	33404800 Total:	42,382.50								
	USBANK Total:	42,382.50								
VISA-SL VISA										
89160	11/12/2009	19.95	0.00	11/17/2009	Survey - Waste Collection		-	No		0000
101-410-1450-43180	Information Technology/Web									
	89160 Total:	19.95								
	VISA-SL Total:	19.95								
XCEL Xcel Energy										
51-4504807-7	11/09/2009	49.18	0.00	11/17/2009	Lights at Legion Park 3509 Laverne		-	No		0000
101-450-5200-43810	Electric Utility									

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close PO Line #
51-4504807-7	11/09/2009	64.97	0.00	11/17/2009	Lift Station 8860 Hudson		-	No		0000
602-495-9450-43810	Electric Utility									
51-4504807-7	11/09/2009	27.68	0.00	11/17/2009	Traffic Lights 100 Inwood		-	No		0000
101-430-3160-43810	Street Lighting									
	51-4504807-7 Total:	141.83								
51-4572945-7	11/09/2009	28.61	0.00	11/17/2009	Street Lights 3014 Jamley		-	No		0000
101-430-3160-43810	Street Lighting									
	51-4572945-7 Total:	28.61								
51-4576456-3	11/09/2009	329.82	0.00	11/17/2009	Fire Station 2 4259 Jamaica		-	No		0000
101-420-2220-43810	Electric Utility									
	51-4576456-3 Total:	329.82								
51-4580376-5	11/09/2009	831.10	0.00	11/17/2009	City Hall 3800 Laverne		-	No		0000
101-410-1940-43810	Electric Utility									
51-4580376-5	11/09/2009	24.81	0.00	11/17/2009	Traffic Lights 100 Keats		-	No		0000
101-430-3160-43810	Street Lighting									
	51-4580376-5 Total:	855.91								
51-4733556-8	11/09/2009	14.92	0.00	11/17/2009	Tennis Courts 3510 Laverne		-	No		0000
101-450-5200-43810	Electric Utility									
	51-4733556-8 Total:	14.92								
51-5044219-0	11/09/2009	74.02	0.00	11/17/2009	Parks Bldg 11194 Upper 33rd		-	No		0000
101-450-5200-43810	Electric Utility									
	51-5044219-0 Total:	74.02								
51-5275289-3	11/09/2009	16.77	0.00	11/17/2009	Pebble Park 8170 Lake Jane Trl		-	No		0000
101-450-5200-43810	Electric Utility									
	51-5275289-3 Total:	16.77								
51-5356323-8	11/09/2009	1,291.63	0.00	11/17/2009	Wells 1 & 2 303 Langly & 11974 55th		-	No		0000
601-494-9400-43810	Electric Utility									
	51-5356323-8 Total:	1,291.63								
51-5522332-2	11/09/2009	34.62	0.00	11/17/2009	Traffic Lights 998 Inwood		-	No		0000
101-430-3160-43810	Street Lighting									
	51-5522332-2 Total:	34.62								
51-5747685-4	11/09/2009	121.70	0.00	11/17/2009	Arts Center 3585 Laverne		-	No		0000
101-450-5200-43810	Electric Utility									
	51-5747685-4 Total:	121.70								
51-5916043-7	11/09/2009	17.12	0.00	11/17/2009	Lift Station 11062 34th Street		-	No		0000
602-495-9450-43810	Electric Utility									
	51-5916043-7 Total:	17.12								
51-6429583-8	11/09/2009	15.35	0.00	11/17/2009	Lift Station 2759 Legion Ave		-	No		0000
602-495-9450-43810	Electric Utility									
	51-6429583-8 Total:	15.35								
51-6433976-2	11/09/2009	240.65	0.00	11/17/2009	Fire Station 1 3510 Laverne		-	No		0000
101-420-2220-43810	Electric Utility									
	51-6433976-2 Total:	240.65								
51-6625457-1	11/09/2009	74.91	0.00	11/17/2009	Legion Park 3511 Laverne		-	No		0000
101-450-5200-43810	Electric Utility									

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
	51-6625457-1 Total:	74.91								
51-6736544-2	11/09/2009	1,903.67	0.00	11/17/2009	Street Lights		-	No		0000
101-430-3160-43810	Street Lighting									
	51-6736544-2 Total:	1,903.67								
51-6928283-3	11/09/2009	25.91	0.00	11/17/2009	11915 Stillwater Blvd		-	No		0000
101-430-3160-43810	Street Lighting									
	51-6928283-3 Total:	25.91								
51-6956201-4	11/09/2009	108.21	0.00	11/17/2009	VFW Ballfield Its 3675 Layton		-	No		0000
101-450-5200-43810	Electric Utility									
	51-6956201-4 Total:	108.21								
51-7538112-1	11/09/2009	565.70	0.00	11/17/2009	Public Works 3400 Ideal		-	No		0000
101-430-3100-43810	Electric Utility									
	51-7538112-1 Total:	565.70								
51-8126093-5	11/09/2009	83.95	0.00	11/17/2009	Water Tower 2 3445 Ideal Ave		-	No		0000
601-494-9400-43810	Electric Utility									
	51-8126093-5 Total:	83.95								
51-8711719-3	11/09/2009	10.37	0.00	11/17/2009	Speed Sign Hwy 5 10901 Stillwater Blvd		-	No		0000
101-430-3160-43810	Street Lighting									
	51-8711719-3 Total:	10.37								
	XCEL Total:	5,955.67								
YOCUM Yocum Oil Company, Inc.										
179895	10/22/2009	160.69	0.00	11/17/2009	Bulk Oil Tanks		-	No		0000
101-430-3100-44010	Repairs/Maint Bldg									
	179895 Total:	160.69								
	YOCUM Total:	160.69								
	Report Total:	385,957.83								

City Council
Date: 11/17/09
CONSENT
Item: 3
MOTION

AGENDA ITEM: Consider a request from Thomas DuFresne for an extension to a Variance request, originally approved on June 19, 2007, until December 19, 2009 for 8961 37th Street North – R1 Zoning – PID 16-029-21-14-0007.

SUBMITTED BY: Kyle Klatt, Planning Director

THROUGH: Bruce Messelt, City Administrator



REVIEWED BY: Kelli Matzek, City Planner

SUMMARY AND ACTION REQUESTED:

The City Council is asked to consider a request by Thomas DuFresne for an 18 month extension to a variance that was granted for the property at 8961 37th Street North on June 19, 2008. The variance resolution of approval, which authorized the construction of a single family residential structure on a parcel that did not meet the minimum lot size and septic system requirements of the Zoning Ordinance, specified that the permit would expire one year from the date of the resolution.

SUGGESTED MOTION:

Move to grant approval of an 18 month extension to the variance issued for 8961 37th Street North.

STAFF REPORT:

June 19, 2008 signified the original expiration of the variance, and prior to this date, the applicant was granted an extension by the City Council for an additional 18 months. There has been no activity on this parcel in the past 17 months, and at this time, the property owner is requesting a second 18-month extension for the following reasons (as further described in his attached letter to the City Council), which staff find reasonable:

- The slow real estate market has made it difficult to sell the property.
- The on-going landfill reclamation project has deterred at least one potential buyer from purchasing the property.

City Staff is not aware of any changes within the neighborhood that would require a re-evaluation of the variance or alter any of the original conditions of approval. The new deadline for construction on the lot would be June 19, 2011, if approved by the Council.

The City Code does not establish a time limit for a variance approval to remain valid. It is very common for cities to establish an expiration date for permits as part of their zoning regulations; however, the Lake Elmo Zoning Ordinance does not include such a requirement for variances. In the recent past, the City has begun to include expiration dates in the resolution of approval for various permits.

ATTACHMENTS:

1. Letter Requesting Extension
2. Resolution No. 2007-046

ORDER OF BUSINESS (if removed from Consent Agenda):

- Introduction..... Bruce Messelt, City Administrator
- Report/Presentation..... City Staff
- Call for Motion Mayor & City Council
- Discussion..... Mayor Facilitates
- Action on Motion..... Mayor Facilitates

10/30/2009

Kyle Klatt
Planning Director
City of Lake Elmo

Dear Kyle,

On July 17th 2008 the Lake Elmo City Council approved the request to extend the variance on the property at 8961 37th Street North.

Construction of a home has not been started and the extended variance expires on December 19, 2009. See attached resolution No. 2007-046.

The landfill reclamation project on Jamaca Ave has made it difficult to market the property. One prospective buyer of this property has changed their mind on purchasing this lot because of the heavy truck traffic, and the uncertainty of the looks of the completed project. Also, the Real Estate market does not encourage building at this time, as it is difficult to sell existing property.

Therefore, we are requesting an additional 18 month extension of the variance #2007-046 for the property located at 8961 37th Street North.

Thank you for your consideration.

Sincerely,



Thomas DuFresne
10777 Lansing Ave. N
Stillwater, MN 55082

651 430 9166
612 812 4808

Attachment

CITY OF LAKE ELMO
WASHINGTON COUNTY, MINNESOTA

RESOLUTION NO. 2007-046

A RESOLUTION APPROVING VARIANCES TO MINIMUM LOT SIZE, REQUIREMENTS
IN 300.09 OF CITY CODE, AND CONSTRUCTION OF AN ON-SITE SEPTIC SYSTEM
WITHIN AN AREA OF LESS THAN ONE ACRE AS REQUESTED BY THOMAS
DUFRESNE AT 8961 37TH STREET NORTH


WHEREAS, Thomas DuFresne has made application to the City of Lake Elmo for variances from the minimum lot size, requirements of 300.09 of City Code, and 1 acre minimum septic system area at 8961 37th Street North, Lake Elmo, Minnesota.

WHEREAS, the Lake Elmo Planning Commission considered the variance requests at its June 11, 2007, meeting, and recommended that the variances be granted based on the following Findings:

1. The septic location will satisfactorily meet environmental standards.
2. The character of the neighborhood will not be impacted by the proposed residential home and septic system as the property was previously utilized with a residential home and septic system.
3. The property is larger than many of the platted lots in the neighborhood currently being utilized for residential purposes.
4. The applicant was not responsible for the removal of the previously existing home for the property.

WHEREAS, the Lake Elmo City Council has reviewed the variances requested by Thomas DuFresne, 8961 37th Street North at the June 19, 2007 meeting.

BE IT FURTHER RESOLVED, that the approval of the requested variance shall include the following conditions:

- 
1. The variance shall expire one year from the date of resolution; City Council approval will be required for any subsequent extension.
 2. Silt fencing shall be shown at the construction limits for the proposed house and driveway with a future building permit application.
 3. The applicant shall agree to any conditions required by the City Engineer relating to the proposed septic design, area, and construction.
 4. The applicant shall hook up to the municipal water system.

ADOPTED by the Lake Elmo City Council on June 19, 2007.



Dean A. Johnston, Mayor

ATTEST:



Susan Hoyt, City Administrator

City Council
Date: 11/17/09
CONSENT
Item: 4
MOTION

AGENDA ITEM: Adopt Ordinance No. 08-020 repealing a moratorium on wireless telecommunications towers

SUBMITTED BY: Kyle Klatt, Planning Director

THROUGH: Bruce Messelt, City Administrator *BAM*

REVIEWED BY: Kelli Matzek, City Planner

SUMMARY AND ACTION REQUESTED:

The City Council is asked to adopt the attached ordinance officially repealing the moratorium on the construction or modification of wireless communications towers within the City of Lake Elmo. The moratorium was adopted on January 6, 2009 in order allow the City time to study current trends in the wireless communications industry and to develop a revised ordinance prior to the submission of any new proposals for wireless communication sites within the community.

With the November 4, 2009 adoption of the updated Wireless Communications Ordinance, the moratorium needs to be terminated by the City Council. Any new applications for a wireless communications tower or antenna site will, therefore, be subject to the requirements of the revised ordinance.

SUGGESTED MOTION: *Move to adopt Ordinance 08-020 repealing a moratorium on wireless telecommunications towers.*

ATTACHMENTS:

1. Ordinance 08-020
2. Ordinance 08-012 (adopting a moratorium on telecommunications towers)

ORDER OF BUSINESS (if removed from Consent Agenda):

- Introduction..... Bruce Messelt, City Administrator
- Report/Presentation.....City Staff
- Call for Motion..... Mayor & City Council
- Discussion Mayor Facilitates
- Action on Motion..... Mayor Facilitates

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

ORDINANCE NO. 08-020

**AN ORDINANCE REPEALING ORDINANCE NO. 08-012 ESTABLISHING A
MORATORIUM RELATING TO THE CONSTRUCTION OR MODIFICATION OF A
NEW OR EXISTING TELECOMMUNICATION TOWERS**

BACKGROUND

On January 6, 2009, the City adopted a moratorium to allow evaluation of the City's regulations relating to telecommunication towers and to conduct studies regarding same. At this time, the City believes that it has concluded that study and it has adopted a new telecommunication tower ordinance and therefore the City desires to terminate the moratorium established by Ordinance No. 08-012.

NOW, THEREFORE, BE IT ORDAINED, by the City Council of the City of Lake Elmo, Washington County, Minnesota, as follows:

1. Ordinance No. 08-012, establishing a moratorium relating to the construction or modification of new or existing telecommunication towers is repealed effective December 1, 2009.
2. Severability. If any provision of this ordinance or its application to any person is held invalid, the remainder of this ordinance and the application to other persons or firms shall not be affected. Remaining sections of the ordinance shall be interpreted to give effect to the spirit of the ordinance prior to removal of the portions declared invalid.
3. Effective Date. This Ordinance shall be in full force and effect from and after its passage and publication according to law.

Adopted by the City Council for the City of Lake Elmo this 17th day of November, 2009.

Dean Johnston, Mayor

ATTEST:

Bruce Messelt, City Administrator

STATE OF MINNESOTA
COUNTY OF WASHINGTON
CITY OF LAKE ELMO

ORDINANCE NO. 08-012

**AN INTERIM ORDINANCE (MORATORIUM) RELATING TO THE CONSTRUCTION OR
MODIFICATION OF NEW OR EXISTING TELECOMMUNICATION TOWERS**

The Lake Elmo City Council ordains:

1.0 Recitals.

- A. City's current regulations relating to wireless telecommunication towers are contained in City Code Sections 150.110-150.126.
- B. On December 9, 2008, the Lake Elmo City Council adopted Ordinance No. 08-011 which gave the City more flexibility when balancing collocation requirements and impacts of wireless telecommunication towers on the surrounding environment.
- C. During the City Council discussions in regard to Ordinance No. 08-011 it became apparent that there have been technological changes and service demand changes in the wireless telecommunication tower industry which have occurred since the City first adopted its wireless telecommunication tower standards in 1998.
- D. In order to protect the planning process and the health, safety and welfare of its citizens, the City needs additional time to conduct studies and/or to receive engineering input in regard to the effectiveness of the City's current regulations and to ensure that any revisions to the City's current regulations are in compliance with the mandates of the Telecommunications Act of 1996.

2.0 Moratorium. The Lake Elmo City Council hereby determines that a moratorium relating to the construction or modification of new and existing wireless telecommunication towers, except those hereinafter exempted, is necessary.

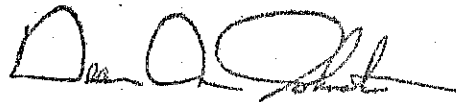
3.0 Duration of Moratorium. The wireless telecommunication tower moratorium will commence on the effective date of this Ordinance and will continue for 12 months thereafter unless otherwise terminated or extended by action of the City Council.

4.0 Exemptions. This Ordinance shall not apply to the construction or modification of any wireless telecommunication towers on which applications have been received prior to January 1, 2009.

- 5.0 Enforcement. The City may enforce any provision of this Ordinance by mandamus, injunction, or other appropriate civil remedy in any court of competent jurisdiction.
- 6.0 Separability. Every section, provision, or part of this Ordinance is declared separable from every other section, provision or part of this Ordinance. If any section, provision or part of this Ordinance is adjudged to be invalid by a court of competent jurisdiction. Such judgment should not invalidate any other section, provision or part of this Ordinance.

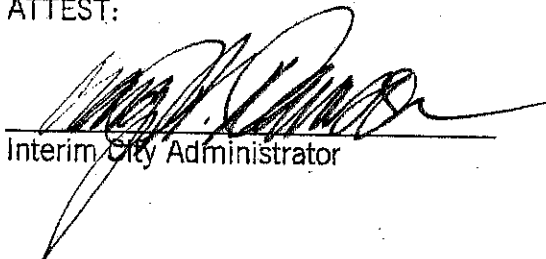
Effective Date. This Ordinance shall be effective on the date following its publication or on the date following the publication of an Ordinance Summary approved by the Lake Elmo City Council.

Adoption Date. Passed by the Lake Elmo City Council on the 6th day of January, 2009.



Dean Johnston, Mayor

ATTEST:



Interim City Administrator

PUBLISHED IN THE OAKDALE LAKE ELMO REVIEW ON JANUARY 28, 2009

City Council
Date: 11/17/09
CONSENT
Item: 5
MOTION

AGENDA ITEM: Authorization of Geotechnical Services for the 2010 Street and Water Quality Improvements Feasibility Report

SUBMITTED BY: Ryan Stempiski, Assistant City Engineer

THROUGH: Bruce A Messelt, City Administrator 

REVIEWED BY: Tom Bouthilet, Finance Director
Jack Griffin, City Engineer

SUMMARY AND ACTION REQUESTED:

The City Council is being asked to approve authorization for American Engineering Testing, Inc. to provide Geotechnical Services for the 2010 Street and Water Quality Improvements Feasibility Report.

These services will include soil borings and sampling along the street segments to determine the existing street section, underlying soil type, and infiltration rates. The cost for these services is \$5,800. There are sufficient funds within the City's CIP to undertake these services. Should the Council ultimately authorize and bond for the 2010 Street and Water Quality Improvements, this cost will be included in the overall project budget and the CIP will be reimbursed for this expense.

BACKGROUND INFORMATION:

After review of the record information for the neighborhoods to be improved for the 2010 Street and Water Quality Improvements, it was determined that a subsurface investigation must be completed to support the engineering recommendation for the 2010 Street and Water Quality Improvements Feasibility Report. Additionally, infiltration rates of the soils must be obtained to determine the feasibility of the rain garden locations.

MOTION FOR CONSIDERATION:

“Move to authorize American Engineering Testing, Inc. to provide Geotechnical Services for the 2010 Street and Water Quality Improvements Feasibility Report in the amount of \$5,800.”

ATTACHMENTS (1):

1. American Engineering Testing, Inc. Proposal for Geotechnical Services.



November 4, 2009

City of Lake Elmo
c/o TKDA
444 Cedar Street, Suite 1500
St. Paul, MN 55101-2140

Attn: Ryan W. Stempski, PE

RE: Proposal for Geotechnical Services
Lake Elmo 2010 Street and Water Quality Improvements

Dear Mr. Stempski:

Per your recent e-mail request and our follow-up discussion, we are submitting this proposal to conduct the following scope:

Scope:

Fieldwork

- Drill 18 test borings on the four existing street segments. The program will include both standard penetration test (SPT) borings to 11 feet and flight auger (FA) borings to 4½ feet, as shown below. The deeper borings are intended to assist evaluation of infiltration potential in addition to street evaluation.

Street Segment	11-foot SPT borings	4½-foot FA borings
Jane Road North	3	0
Isle Avenue North	1	3
53 rd Street North	2	5
57 th Street North	1	3

- Clear underground public utilities through the Gopher State One Call system.
- Measure in-place bituminous and apparent aggregate base thicknesses.
- Measure and document the boring locations. No measuring of the surface elevations is planned.

Laboratory

- Classify the soils per the Unified Soil Classification System (USCS).
- Conduct water content tests on cohesive samples retrieved.
- Conduct unit price soil index testing (\$350 unit price budget, allowing for 4 sieve analysis tests).

Report

- Logs of the test borings, including pavement thicknesses and lab test results.
- Descriptions of the drilling, sampling, test, and classification methods.
- Review of soil and groundwater conditions encountered.



City of Lake Elmo
November 4, 2009
Page 2 of 2

- Estimates of soil infiltration values based on USCS soil types.
- Geotechnical opinions/recommendations pertaining to the planned street improvements including estimate of subgrade R-value.

The scope of work defined in this proposal is intended for geotechnical purposes only, and not to explore for the presence or extent of environmental contamination at the site. However, we will note obvious contamination encountered.

Fee:

Our services will be performed on a time-and-materials basis per the attached fee schedule. For the scope described, we will establish \$5800 as a not-to-exceed fee. In the event the scope of our work needs to be revised, we will review such scope adjustments and the associated fees with you, and receive your approval before proceeding.

Schedule:

Based on our current backlog, we anticipate drilling can be performed within about 1 to 1½ weeks after receiving authorization to proceed. The borings should take two days to complete in the field. Verbal results can be provided shortly after drilling. The report should follow the fieldwork by about two weeks.

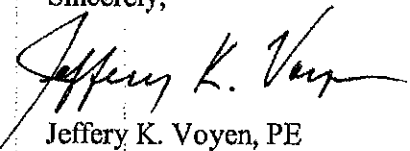
Terms/Conditions:

Our services will be performed per the attached two-page *Service Agreement* and the one-page *Subsurface Boring Supplement*.

Acceptance:

Please indicate your acceptance of this proposal by endorsing the enclosed copy and returning it to us. The original proposal is intended for your records.

Sincerely,



Jeffery K. Voyer, PE
Vice President, Geotechnical Division
Phone #651-659-1305
Cell #612-961-9186
jvoyer@amengtest.com

PROPOSAL ACCEPTANCE BY:

Signature: _____

Printed Name: _____

Date: _____

Attachments:

2009 Geotechnical Fee Schedule
Service Agreement (2 pages), Subsurface Boring Supplement

2009 GEOTECHNICAL FEE SCHEDULE

I. Personnel Hourly Rates		7. Stabilized Earth Slopes & Walls	15.00/hr
A.	Word Processing Specialist	56.00/hr	
B.	Drill Technician/Lab Technician	82.00/hr	
C.	Senior Engineering Technician	87.00/hr	
D.	Engineering Assistant	98.00/hr	
E.	Engineer I/Geologist I	105.00/hr	
F.	Engineer II/Geologist II/Sr. Engr. Assistant	120.00/hr	
G.	Senior Engineer/Geologist	133.00/hr	
H.	Principal Engineer/Geologist	160.00/hr	
II. Vehicle Mileage		8. Settlement (FoSSA)	15.00/hr
A.	Personal Automobile/Truck	0.70/mile	
B.	Auxiliary Truck Vehicle	0.90/mile	
C.	Truck with Coring Equipment	1.00/mile	
D.	Truck with Warning Sign/Crash Trailer	1.10/mile	
E.	1-ton Truck with Drill Rig	1.10/mile	
F.	1-1/2 to 2-1/2-ton Truck with Drill Rig	1.25/mile	
G.	CPT Truck Rig (20-ton push capacity)	1.50/mile	
H.	Tractor/Lowboy Trailer	1.70/mile	
III. Equipment Rental		9. SHAFT	15.00/hr
A.	Drill Rig Rental	F. Bit Wear- Rock Coring	
1.	Rotary Drill on 1-ton Truck	1. Diamond Bit - Sedimentary Rock	
2.	Rotary Drill on 1½ to 2½-ton Truck	a). B, NQ	10.00/foot
3.	Rotary Drill on All-Terrain Vehicle	b) HQ	12.00/foot
4.	Portable, Non-rotary Rig	2. Diamond Bit - Metamorphic & Igneous	
B.	Auxiliary/Specialty Vehicle Rental	a) B, NQ	17.00/foot
1.	Auxiliary Truck Vehicle	b) HQ	20.00/foot
2.	Truck with Warning Sign/Crash Trailer		
3.	Truck with Coring Equipment		
4.	Truck with Coring Equipment		
C.	Cone (CPT) Rig/Equipment Rental		
1.	CPT Rig (Truck or ATV)		
2.	Electronic Cone w/Computer		
3.	Soil Sampler		
4.	Water Sampler		
D.	Miscellaneous Equipment Rental		
1.	Field Vane Shear		
2.	Field Electrical Resistivity		
3.	Field Seismic Refraction (ReMi)		
4.	Inclinometer Reading Equipment		
5.	Pneumatic Transducer Reading		
6.	Bore Hole Permeability		
a.	Open End Casing Method		
b.	HQ Wireline Packer		
7.	Borehole Pressuremeter		
8.	Iowa Borehole Shear Tester		
9.	Double Ring Infiltrometer		
10.	Photoionization Detector (PID)		
11.	GPS Mapping System		
12.	Pile Driving Analyzer (PDA)		
13.	Calibrated SPT Rod		
14.	Portable Concrete Coring Equipment		
15.	Pavement Testing (FWD includes Truck)		
a.	Falling Weight Deflectometer		
b.	Light Weight Deflectometer		
E.	Geotechnical Software Rental		
1.	Geo Studio Finite Element		
2.	CAPWAP		
3.	AutoCAD		
4.	Wave Equation (WEAP)		
5.	PILE or GROUP		
6.	Slope Stability (ReSSA)		
		IV. Laboratory Tests of Soil	
		A. Water Content	hourly
		B. Dry Density (includes water content)	50.00/test
		C. Atterberg Limits (ASTM:D4318)	
		1. Plasticity Index	100.00/test
		2. Liquid Limit or Plastic Limit Separately	75.00/test
		D. Shrinkage Limit (ASTM:D427)	95.00/test
		E. Sieve Analysis (includes #200)	88.00/test
		F. Hydrometer Analysis (sieve included)	235.00/test
		G. Thermal Resistivity w/Proctor (ASTM:D5334)	
		1. As Received and Oven Dried (2 pts)	910.00/test
		2. Dry Out Curve (4 pts)	1130.00/test
		H. Electrical Resistivity (ASTM:G57-Soil Box)	85.00/test
		I. Unconfined Compression (ASTM:D2166)	76.00/test
		J. Hand Penetrometer	10.00/test
		K. Organic Content of Soil	55.00/test
		L. Topsoil Borrow Test (Mn/DOT 3877)	340.00/test
		M. R-value (Hveem Stabilometer)	360.00/test
		N. California Bearing Ratio	
		1. Granular	560.00/test
		2. Cohesive	630.00/test
		O. Proctor Tests (Methods A or B)	
		1. Standard	115.00/test
		2. Modified	130.00/test
		V. Expenses	
		A. Direct Project Expenses: includes out-of-town per diem; plowing & towing; special materials & supplies; special travel, transportation & freight; subcontracted services, and miscellaneous costs	Cost + 15%
		B. Equipment Replacement (when abandonment is more feasible than recovery)	Cost
		C. Equipment Recovery (when required by regulatory agencies or project specifications)	Cost + 15%
		VI. Expert Witness Service Rates	
		A. Litigation Preparation	210.00/hr
		B. Deposition or Court Time (4-hour minimum)	265.00/hr

The rates presented are portal-to-portal with vehicle mileage, expenses and equipment rentals being additional.

Overtime for personnel charged at above cost plus 25% for over 8 hours per day or Saturday; and at above cost plus 50% for Sundays or Holidays. Hazardous work charged at an additional 25%. Night time shift work will include a premium charge of \$30.00 per person per shift.

SECTION 1 - RESPONSIBILITIES

1.1 - The party to whom the proposal/contract is addressed is considered the Client of American Engineering Testing, Inc. (AET). The terms and conditions stated are binding, upon acceptance, on the Client, its successors, assignees, joint ventures and third-party beneficiaries. **Oral proposal acceptance or authorizing purchase orders from the Client are considered formal acceptance of AET's terms and conditions.**

1.2 - Prior to AET performing work, Client will provide AET with all information that may affect the cost, progress, safety and performance of the work. This includes, but is not limited to, information on proposed and existing construction, all pertinent sections of contracts between Client and property owner, site safety plans or other documents which may control or affect AET's work. If new information becomes available during AET's work, Client will provide such information to AET in a timely manner. Failure of client to timely notify AET of changes to the project including, but not limited to, location, elevation, loading, or configuration of the structure or improvement will constitute a release of any liability of AET. Client will provide a representative for timely answers to project-related questions by AET.

1.3 - Work by AET will not relieve other persons of their responsibility to perform work according to the contract documents or specifications, and AET will not be held responsible for work or omissions by Client and other persons. AET does not perform construction management, general contracting or surveying services and our presence on site does not constitute any assumption of those responsibilities. AET will not be responsible for directing or supervising the work of others, unless specifically authorized and agreed to in writing.

1.4 - Work by AET often includes sampling at specific locations. Inherent with such sampling is variation of conditions between sampling locations. Client recognizes this uncertainty and the associated risk, and acknowledges that opinions developed by AET, based on the samples, are qualified to that extent.

1.5 - AET is not responsible for interpretations or modifications of AET's recommendations by other persons.

1.6 - Should changed conditions be alleged, Client agrees to notify AET before evidence of alleged change is no longer accessible for evaluation.

SECTION 2 - SITE ACCESS AND RESTORATION

2.1 - Client will furnish AET safe and legal site access.

2.2 - It is understood by Client that in the normal course of the work, some damage to the site or materials may occur. AET will take reasonable precautions to minimize such damage. Restoration of the site is the responsibility of the Client.

SECTION 3 - SAFETY

3.1 - Client shall inform AET of any known or suspected hazardous materials or unsafe conditions at the work site. If, during the course of AET's work, such materials or conditions are discovered, AET reserves the right to take measures to protect AET personnel and equipment or to immediately terminate services. Client shall be responsible for payment of such additional protection costs.

3.2 - AET shall only be responsible for safety of AET employees at the work site. The Client or other persons shall be responsible for the safety of all other persons at the site.

SECTION 4 - SAMPLES

4.1 - Client is responsible for informing AET of any known or suspected hazardous materials prior to submittal to AET. All samples obtained by, or submitted to, AET remain the property of the Client during and after the work. Any known or suspected hazardous material samples will be returned to the Client at AET's discretion.

4.2 - Non-hazardous samples will be held for 30 days and then discarded unless, within 30 days' of the report date, the Client provides a written request that AET store or ship the samples, at the Client's expense.

SECTION 5 - PROJECT RECORDS

The original project records prepared by AET will remain the property of AET. AET shall retain these original records for a period of three years following submission of the report, during which period the project records can be made available to Client at AET's office at reasonable times.

SECTION 6 - STANDARD OF CARE

AET will perform services consistent with the level of care and skill normally performed by other firms in the profession at the time of this service and in this geographic area, under similar budgetary constraints. No other warranty is implied or intended.

SECTION 7 - INSURANCE

AET carries Worker's Compensation, Comprehensive General Liability, Automobile Liability and Professional Liability insurance. AET will furnish certificates of insurance to Client upon request.

SECTION 8 - DELAYS

If AET work delays are caused by Client, work of others, strikes, natural causes, weather, or other items beyond AET's control, a reasonable time extension for performance of work shall be granted, and AET shall receive an equitable fee adjustment.

SECTION 9 - PAYMENT, INTEREST AND BREACH

9.1 - Invoices are due on receipt. Client will inform AET of invoice questions or disagreements within 15 days of invoice date; unless so informed, invoices are deemed correct.

9.2 - Client agrees to pay interest on unpaid invoice balances at a rate of 1.5% per month, or the maximum allowed by law, whichever is less, beginning 30 days after invoice date.

9.3 - If any invoice remains unpaid for 60 days, such non-payment shall be a material breach of this agreement. As a result of such material breach, AET may, at its sole option, terminate all duties to the Client or other persons, without liability.

9.4 - Client will pay all AET collection expenses and attorney fees relating to past due fees which the Client owes under this agreement.

SECTION 10 - MEDIATION

10.1 - Client and AET agree that any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to arbitration or the institution of legal or equitable proceedings by either party.

10.2 - Unless Client and AET mutually agree otherwise, mediation shall be in accordance with the Construction Industry Mediation Rules of the American Arbitration Association. Request for mediation shall be in writing and the parties shall share the mediator's fee and any filing fees equitably. The mediator shall be acceptable to both parties and shall have experience in commercial construction matters.

SECTION 11 - LITIGATION REIMBURSEMENT

Payment of AET costs for Client lawsuits against AET which are dismissed or are judged substantially in AET's favor will be the Client's responsibility. Applicable costs include, but are not limited to, attorney and expert witness fees, court costs, and AET costs.

SECTION 12 - MUTUAL INDEMNIFICATION

12.1 - AET agrees to hold harmless and indemnify Client from and against liability arising out of AET's negligent performance of the work, subject to Section 13 and any other limitations, other indemnifications or other provisions Client and AET have agreed to in writing.

12.2 - Client agrees to hold harmless and indemnify AET from and against liability arising out of Client's negligent conduct, subject to any limitations, other indemnifications or other provisions Client and AET have agreed to in writing.

12.3 - If Client has indemnity agreement with other persons, the Client shall include AET as a beneficiary.

SECTION 13 - LIMITATION OF LIABILITY

Client agrees to limit AET's liability to Client arising from negligent acts, errors or omissions, such that the total liability of AET shall not exceed \$1,000,000.

SECTION 14 - TERMINATION

After 7 days written notice, either party may elect to terminate work for justifiable reasons. In this event, the Client shall pay for all work performed, including demobilization and reporting costs to complete the file.

SECTION 15 - SEVERABILITY

Any provisions of this agreement later held to violate a law or regulation shall be deemed void, and all remaining provisions shall continue in force. However, Client and AET will in good faith attempt to replace an invalid or unenforceable provision with one that is valid and enforceable, and which comes as close as possible to expressing the intent of the original provision.

SECTION 16 - GOVERNING LAW

This Agreement shall be construed, and the rights of the parties shall be determined, in accordance with the Laws of the State of Minnesota.

SECTION 17 - ENTIRE AGREEMENT

This agreement, including attached appendices, is the entire agreement between AET and Client. This agreement nullifies any previous written or oral agreements, including purchase/work orders. Any modifications to this agreement must be in writing.

**SUBSURFACE BORING SUPPLEMENT
TO TERMS AND CONDITIONS**

Page 1 of 1

SECTION 1 - UNDERGROUND UTILITY AND STRUCTURE CLEARANCE

1.1 - It is necessary that borings, excavations and other penetrations be located such that they maintain a minimum safe distance from underground utilities or other man-made objects. Client shall advise AET of all utilities that service or are located on the site, as well as any underground improvements located on the site. AET will contact state notification centers, where available, or individual utility owners where a state notification center is not available prior to drilling.

1.2 - Public utility owners may not provide the locating service on private property. In such situations, the Client is responsible for location of such utilities prior to drilling.

1.3 - The property owner may have private underground improvements which cannot be cleared through the state notification center or public utility owners. The Client is responsible for location of these improvements.

1.4 - AET will not be responsible for any damages to "non-located" or incorrectly located underground utilities or other man-made improvements.

SECTION 2 - SITE RESTORATION

2.1 - Client accepts that in the normal course of field exploration work, certain types of damage to the site may occur which are inherent with this type of work, such as tire indentations to lawns and landscape areas. It is the responsibility of AET to take reasonable precautions to minimize such damage. It is also AET's responsibility to patch boreholes placed through pavement or slab areas after performance of borings. Otherwise, restoration of the site is the responsibility of the client.

SECTION 3 - CONTAMINATION

3.1 - Client acknowledges and accepts that unavoidable contamination risks may be associated with AET's subsurface drilling, sampling and installation of monitoring devices. Risks include, but are not limited to, cross contamination created by linking contaminated zones to uncontaminated zones during the drilling process; containment and proper disposal of known or suspected hazardous materials, drill cuttings and drill fluids; and decontamination of equipment and disposal and replacement of contaminated consumables. Client and AET agree that the discovery of unanticipated actual or suspected hazardous materials may make it necessary for AET to take immediate measures, including regulatory notification, to protect human health and safety, and/or the environment. Client and AET also agree that the discovery of such materials constitutes a changed condition which may result in added costs to the Client, and may require a renegotiation of work scope or termination of services.

3.2 - Pursuant to risks set forth in Section 3.1, which are inherent with AET's work performed on the Client's behalf, Client agrees to hold harmless and indemnify AET from and against liability associated with contamination resulting therefrom.

SECTION 4 - LOST EQUIPMENT

Equipment lost in bore holes may be required to be retrieved or properly abandoned by government agencies. Client agrees to pay AET all costs related to retrieving and/or abandoning such equipment at AET fee schedule rates, unless agreed otherwise.

SECTION 5 - LIMITATIONS OF SUBSURFACE EXPLORATION

Client recognizes that unavoidable risks occur whenever engineering or related disciplines are applied to identify subsurface conditions. Variations in soil conditions usually occur between and beyond sampled/tested locations. Even a comprehensive sampling and testing program performed in accordance with a professional standard of care may fail to detect certain conditions, because the variability of conditions cannot be seen. For similar reasons, actual environmental, geologic and geotechnical conditions that AET characterizes to exist between sampling points may differ significantly from those that actually exist. The passage of time also must be considered, and Client recognizes that, due to natural occurrences or direct or indirect human activities at the site or distant from it, actual conditions discovered may change. Client recognizes that nothing can be done to eliminate the risks associated with these limitations.

City Council
Date: 11/17/09
CONSENT
Item: 6
MOTION:

AGENDA ITEM: 2009 Street Improvements Payment Certificate No. 3

SUBMITTED BY: Ryan Stempiski, Assistant City Engineer

THROUGH: Bruce A Messelt, City Administrator 

REVIEWED BY: Tom Bouthilet, Finance Director
Jack Griffin, City Engineer

SUMMARY AND ACTION REQUESTED: The City Council is being asked to approve partial payment to Tower Asphalt, Inc., the Contractor for the 2009 Street Improvements project. Tower Asphalt, Inc. has submitted Partial Payment Certificate No. 3 in the amount of \$142,116.86. This request has been reviewed and payment is recommended in the amount requested.

ADDITIONAL INFORMATION:

5% of the work completed through Partial Payment Certificate No. 3 has been retained amount of \$19,472.71 in accordance with the Contract documents.

MOTION FOR CONSIDERATION:

“Move to approve Partial Payment No. 3 to Tower Asphalt Inc. in the amount of \$142,116.86.”

ATTACHMENTS (1):

1. Payment Certificate No. 3 for the 2009 Street Improvements Project

TKDA

ENGINEERING • ARCHITECTURE • PLANNING

The right time. The right people. The right company.

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

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

Proj. No. 14353.001 Cert. No. 3 St. Paul, MN, November 11, 2009

To City of Lake Elmo, Minnesota Owner

This Certifies that Tower Asphalt, Contractor


For 2009 Street Improvements

Is entitled to One Hundred Forty-Two Thousand One Hundred Sixteen Dollars and 86/100 (\$ 142,116.86)

being 3rd estimate for partial payment on contract with you dated July 7, 2009

Received payment in full of above Certificate.

TKDA


Ryan W. Stempski, P.E.

Tower Asphalt, Inc.
_____, 2009

RECAPITULATION OF ACCOUNT

	CONTRACT PLUS EXTRAS	PAYMENTS	CREDITS
Contract price plus extras	\$ 417,811.50		
All previous payments		\$ 227,864.58	
All previous credits			
Extra No.			
" "			
" "			
" "			
Credit No.			\$ -
" "			
" "			
" "			
AMOUNT OF THIS CERTIFICATE		\$ 142,116.86	
Totals	\$ 417,811.50	\$ 369,981.44	\$ -
Credit Balance		\$ -	
There will remain unpaid on contract after payment of this Certificate		\$ 47,830.06	
	\$ 417,811.50	\$ 417,811.50	\$ -

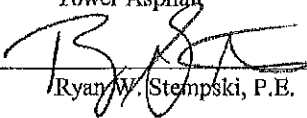
TKDA
Engineering-Architecture-Planning

PERIODICAL ESTIMATE FOR PARTIAL PAYMENTS

Estimate No. 3 Period Ending October 31, 20 09 Page 1 of 1 Proj. No. 14353.001
Contractor Tower Asphalt Original Contract Amount \$ 417,811.50
Project 2009 Street Improvements
Location City of Lake Elmo, Minnesota

Total Contract Work Completed		\$	<u>389,454.15</u>
Total Approved Credits		\$	<u>0.00</u>
Total Approved Extra Work Completed	\$	<u>0.00</u>	
Approved Extra Orders Amount Completed		\$	<u>0.00</u>
Total Amount Earned This Estimate		\$	<u>389,454.15</u>

Less Approved Credits	\$	<u>0.00</u>	
Less <u>5</u> % Retained	\$	<u>19,472.71</u>	
Less Previous Payments	\$	<u>227,864.58</u>	
Total Deductions		\$	<u>247,337.29</u>
Amount Due This Estimate		\$	<u>142,116.86</u>

Contractor Tower Asphalt Date _____
Engineer  Date 11/11/09
Ryan W. Stempski, P.E.

ESTIMATE NO. 3

PERIOD ENDING: October 31, 2009

2009 STREET IMPROVEMENTS
CITY OF LAKE ELMO, MINNESOTA
TKDA PROJECT NO. 14353.001

ITEM NO.	DESCRIPTION	UNIT	CONTRACT QUANTITY	QUANTITY TO DATE	UNIT PRICE	AMOUNT TO DATE
EDEN PARK DEVELOPMENT						
1	MOBILIZATION	LS	1	1.0	\$ 1,000.00	\$ 1,000.00
2	TRAFFIC CONTROL	LS	1	1.0	\$ 500.00	\$ 500.00
3	SILT FENCE	LF	30	-	\$ 2.50	\$ -
4	INLET PROTECTION	EA	9	9.0	\$ 100.00	\$ 900.00
5	SAWCUT PAVEMENT (ALL TYPES)	LF	208	63.0	\$ 2.00	\$ 126.00
6	REMOVE & DISPOSE OF EXIST. BITUMINOUS PAVEMENT (DRIVEWAY)	SY	50	40.0	\$ 5.00	\$ 200.00
7	REMOVE & DISPOSE OF EXIST. STORM SEWER (ALL TYPES & SIZES)	LF	16	16.0	\$ 20.00	\$ 320.00
8	SUBGRADE CORRECTION	SY	26	-	\$ 10.00	\$ -
9	LOAD & HAUL RECLAIMED MATERIAL (LV) (P)	CY	459	459.0	\$ 6.00	\$ 2,754.00
10	RECLAIM EX. BIT. AND BASE MATERIALS, 8-INCH DEPTH	SY	14268	14,268.0	\$ 1.50	\$ 21,402.00
11	SUBGRADE PREPARATION OF RECLAIMED SURFACE	RS	39	39.0	\$ 100.00	\$ 3,900.00
12	2360 TYPE LV 3 BITUMINOUS NON-WEARING COURSE	TN	1275	1,385.0	\$ 51.65	\$ 71,535.25
13	2360 TYPE LV 4 BITUMINOUS WEARING COURSE	TN	1276	1,130.0	\$ 54.10	\$ 61,133.00
14	BITUMINOUS MATERIAL FOR TACK COAT	GAL	713	500.0	\$ 1.50	\$ 750.00
15	2"- 2360 TYPE LV 4 BITUMINOUS WEARING COURSE, DRIVE	SY	50	40.0	\$ 15.00	\$ 600.00
16	SAW & SEAL STREET (40' INTERVALS)	LF	3009	-	\$ 1.55	\$ -
17	ADJUST MANHOLE CASTING	EA	2	2.0	\$ 400.00	\$ 800.00
18	D412 CONCRETE CURB & GUTTER	LF	15	29.0	\$ 70.00	\$ 2,030.00
19	REPAIR AND ADJUST CATCH BASIN	EA	9	9.0	\$ 1,000.00	\$ 9,000.00
20	12" RCP FES WITH TRASH GUARD	EA	1	1.0	\$ 900.00	\$ 900.00
21	CL. 3 RIPRAP W/ GEOTEXTILE FILTER FABRIC	CY	3	3.0	\$ 100.00	\$ 300.00
22	SEEDING, FERTILIZER AND WOOD FIBER BLANKET	SY	25	60.0	\$ 15.00	\$ 900.00
SUBTOTAL - EDEN PARK DEVELOPMENT						\$ 179,060.25
EDEN PARK 2ND ADDITION						
1	MOBILIZATION	LS	1	1.0	\$ 1,000.00	\$ 1,000.00
2	TRAFFIC CONTROL	LS	1	1.0	\$ 500.00	\$ 500.00
3	SILT FENCE	LF	325	285.0	\$ 2.50	\$ 712.50
4	INLET PROTECTION	EA	2	1.0	\$ 100.00	\$ 100.00
5	SAWCUT PAVEMENT (ALL TYPES)	LF	118	88.0	\$ 2.00	\$ 176.00
6	REMOVE & DISPOSE OF EXIST. BITUMINOUS PAVEMENT (DRIVEWAY)	SY	25	40.0	\$ 5.00	\$ 200.00
7	SUBGRADE CORRECTION	SY	1662	-	\$ 2.75	\$ -
8	LOAD & HAUL RECLAIMED MATERIAL (LV) (P)	CY	216	216.0	\$ 6.00	\$ 1,296.00
9	RECLAIM EX. BIT. AND BASE MATERIALS, 8-INCH DEPTH	SY	2822	2,822.0	\$ 1.50	\$ 4,233.00
10	SUBGRADE PREPARATION OF RECLAIMED SURFACE	RS	6	6.0	\$ 100.00	\$ 600.00
11	2360 TYPE LV 3 BITUMINOUS NON-WEARING COURSE	TN	252	266.0	\$ 51.65	\$ 13,738.90
12	2360 TYPE LV 4 BITUMINOUS WEARING COURSE, STREETS (INCL. 4" BIT CURB)	TN	266	221.0	\$ 54.10	\$ 11,956.10
13	BITUMINOUS MATERIAL FOR TACK COAT	GAL	141	140.0	\$ 1.50	\$ 210.00
14	2"- 2360 TYPE LV 4 BITUMINOUS WEARING COURSE, DRIVE	SY	25	20.0	\$ 15.00	\$ 300.00
15	SAW & SEAL STREET (40' INTERVALS)	LF	476	-	\$ 1.55	\$ -
16	REPAIR AND ADJUST CATCH BASIN	EA	2	2.0	\$ 1,400.00	\$ 2,800.00
17	SAWCUT CATCH BASIN	EA	1	-	\$ 200.00	\$ -
18	SODDING	SY	244	350.0	\$ 3.00	\$ 1,050.00
SUBTOTAL - EDEN PARK 2ND ADDITION						\$ 38,872.50

ESTIMATE NO. 3

PERIOD ENDING: October 31, 2009

2009 STREET IMPROVEMENTS
CITY OF LAKE ELMO, MINNESOTA
TKDA PROJECT NO. 14353.001

ITEM NO.	DESCRIPTION	UNIT	CONTRACT QUANTITY	QUANTITY TO DATE	UNIT PRICE	AMOUNT TO DATE
<u>THE FOREST DEVELOPMENT</u>						
1	MOBILIZATION	LS	1	1.0	\$ 500.00	\$ 500.00
2	TRAFFIC CONTROL	LS	1	1.0	\$ 500.00	\$ 500.00
3	SILT FENCE	LF	90	90.0	\$ 2.50	\$ 225.00
4	INLET PROTECTION	EA	3	1.5	\$ 100.00	\$ 150.00
5	SAWCUT PAVEMENT (ALL TYPES)	LF	130	98.0	\$ 2.00	\$ 196.00
6	REMOVE & DISPOSE OF EXIST. BITUMINOUS PAVEMENT (DRIVEWAY)	SY	25	22.0	\$ 5.00	\$ 110.00
7	SUBGRADE CORRECTION	SY	1175	-	\$ 2.75	\$ -
8	LOAD & HAUL RECLAIMED MATERIAL (LV) (P)	CY	318	318.0	\$ 6.00	\$ 1,908.00
9	RECLAIM EX. BIT. AND BASE MATERIALS, 8-INCH DEPTH	SY	5977	5,977.0	\$ 1.50	\$ 8,965.50
10	SUBGRADE PREPARATION OF RECLAIMED SURFACE	RS	17	17.0	\$ 100.00	\$ 1,700.00
11	2360 TYPE LV 3 BITUMINOUS NON-WEARING COURSE	TN	534	540.0	\$ 52.65	\$ 28,431.00
12	2360 TYPE LV 4 BITUMINOUS WEARING COURSE, STREETS (INCL. 6" BIT CURB)	TN	538	540.0	\$ 54.10	\$ 29,214.00
13	BITUMINOUS MATERIAL FOR TACK COAT	GAL	299	275.0	\$ 1.50	\$ 412.50
14	2"- 2360 TYPE LV 4 BITUMINOUS WEARING COURSE, DRIVE	SY	25	22.0	\$ 15.00	\$ 330.00
15	SAW & SEAL STREET (40' INTERVALS)	LF	1506	-	\$ 1.55	\$ -
16	D412 CONCRETE CURB & GUTTER	LF	179	179.0	\$ 25.00	\$ 4,475.00
17	REPAIR AND ADJUST CATCH BASIN	EA	3	3.0	\$ 1,000.00	\$ 3,000.00
18	SODDING	SY	90	120.0	\$ 3.00	\$ 360.00
SUBTOTAL - EDEN PARK 2ND ADDITION						\$ 80,477.00
<u>MYRON ELLMAN SUBDIVISION</u>						
1	MOBILIZATION	LS	1	1.0	\$ 1,000.00	\$ 1,000.00
2	TRAFFIC CONTROL	LS	1	1.0	\$ 500.00	\$ 500.00
3	SILT FENCE	LF	85	63.0	\$ 2.50	\$ 157.50
4	SALVAGE & REINSTALL SIGN	EA	2	-	\$ 150.00	\$ -
5	SAWCUT PAVEMENT (ALL TYPES)	LF	181	231.0	\$ 2.00	\$ 462.00
6	REMOVE & DISPOSE OF EXIST. BITUMINOUS PAVEMENT (DRIVEWAY)	SY	65	68.0	\$ 5.00	\$ 340.00
7	REMOVE & DISPOSE OF EXIST. CONCRETE PAVEMENT (DRIVEWAY)	SY	22	4.0	\$ 10.00	\$ 40.00
8	SUBGRADE CORRECTION	SY	1300	51.0	\$ 2.75	\$ 140.25
9	LOAD & HAUL RECLAIMED MATERIAL (LV) (P)	CY	358	358.0	\$ 6.00	\$ 2,148.00
10	RECLAIM EX. BIT. AND BASE MATERIALS, 8-INCH DEPTH	SY	3498	3,498.0	\$ 1.50	\$ 5,247.00
11	SUBGRADE PREPARATION OF RECLAIMED SURFACE	RS	13	13.0	\$ 100.00	\$ 1,300.00
12	2360 TYPE LV 3 BITUMINOUS NON-WEARING COURSE	TN	313	307.0	\$ 52.65	\$ 16,163.55
13	2360 TYPE LV 4 BITUMINOUS WEARING COURSE	TN	313	290.0	\$ 54.10	\$ 15,689.00
14	BITUMINOUS MATERIAL FOR TACK COAT	GAL	175	160.0	\$ 1.50	\$ 240.00
15	2"- 2360 TYPE LV 4 BITUMINOUS WEARING COURSE, DRIVE	SY	65	68.0	\$ 15.00	\$ 1,020.00
16	6" CONCRETE DRIVE	SY	22	-	\$ 80.00	\$ -
17	SAW & SEAL STREET (40' INTERVALS)	LF	766	-	\$ 1.55	\$ -
18	ADJUST EXISTING GATE VALVE BOX	EA	2.0	3.0	\$ 200.00	\$ 600.00
19	ADJUST CURB STOP	EA	1.0	1.0	\$ 200.00	\$ 200.00
20	SODDING	SY	259.0	530.0	\$ 3.00	\$ 1,590.00
SUBTOTAL - MYRON ELLMAN SUBDIVISION						\$ 46,837.30

ESTIMATE NO. 3

PERIOD ENDING: October 31, 2009

2009 STREET IMPROVEMENTS
CITY OF LAKE ELMO, MINNESOTA
TKDA PROJECT NO. 14353.001

ITEM NO.	DESCRIPTION	UNIT	CONTRACT QUANTITY	QUANTITY TO DATE	UNIT PRICE	AMOUNT TO DATE
TABLYN PARK ENTRANCE ROAD AND PARKING LOT						
1	MOBILIZATION	LS	1	1.0	\$ 3,500.00	\$ 3,500.00
2	TRAFFIC CONTROL	LS	1	1.0	\$ 500.00	\$ 500.00
3	SILT FENCE	LF	790	755.0	\$ 2.00	\$ 1,510.00
4	SAWCUT PAVEMENT (ALL TYPES)	LF	85	-	\$ 2.00	\$ -
5	REMOVE & DISPOSE OF EXIST. PAVEMENT	SY	1862	1,862.0	\$ 2.00	\$ 3,724.00
6	SUBGRADE CORRECTION	SY	289	-	\$ 3.00	\$ -
7	COMMON EXCAVATION	CY	640	640.0	\$ 3.00	\$ 1,920.00
8	SUBGRADE PREPARATION	RS	5	5.0	\$ 100.00	\$ 500.00
9	PLACE & COMPACT RECLAIMED MATERIAL (FROM OTHER SITES)	CY	697	767.0	\$ 4.00	\$ 3,068.00
10	2360 TYPE LV 3 BITUMINOUS NON-WEARING COURSE	TN	156	154.0	\$ 52.65	\$ 8,108.10
11	2360 TYPE LV 4 BITUMINOUS WEARING COURSE, STREETS (INCL. 4" BIT CURB)	TN	183	170.0	\$ 54.10	\$ 9,197.00
12	BITUMINOUS MATERIAL FOR TACK COAT	GAL	87	50.0	\$ 1.50	\$ 75.00
13	SAW & SEAL STREET (40' INTERVALS)	LF	388	-	\$ 1.55	\$ -
14	16" RCP CL. 5 STORM SEWER PIPE	LF	49	44.0	\$ 25.00	\$ 1,100.00
15	15" RCP FES WITH TRASH GUARD	EA	1	1.0	\$ 970.00	\$ 970.00
16	48" DIAMETER MANHOLE, TYPE 406S (0'-10' DEPTH)	EA	2	2.0	\$ 2,750.00	\$ 5,500.00
17	CATCH BASIN, TYPE 404	EA	1	1.0	\$ 2,250.00	\$ 2,250.00
18	CL. 3 RIPRAP W/ GEOTEXTILE FILTER FABRIC	CY	3	3.0	\$ 100.00	\$ 300.00
19	SEEDING, FERTILIZER AND WOOD FIBER BLANKET	SY	35	275.0	\$ 3.00	\$ 825.00
20	SODDING	SY	504	390.0	\$ 3.00	\$ 1,170.00
SUBTOTAL - TABLYN PARK ENTRANCE ROAD AND PARKING LOT						\$ 44,217.10

TOTAL ESTIMATE NO. 3

\$ 389,454.15

City Council
Date: 11/17/09
CONSENT
Item: 7
MOTION

AGENDA ITEM: Approve Non-Binding Resolution in Support for State Bonding for East Metro Regional Firefighter Training Facility

SUBMITTED BY: Greg Malmquist, Fire Chief

THROUGH: Bruce Messelt, City Administrator

REVIEWED BY: Dave Snyder, City Attorney

SUMMARY AND ACTION REQUESTED:

The City Council is being asked to approve a non-binding Resolution authorizing City support for a request for State Bonding Funds to be used to design and construct an East Metro Regional Firefighter Training Facility.

MOTION FOR CONSIDERATION:

Move to approve a Non-Binding Resolution in support of efforts to secure State bonding Funds to design and construct and East Metro Regional Firefighter Training Facility.

STAFF REPORT:

City Fire staff have been asked to solicit Council support of efforts to secure State of Minnesota Bonding Funds for design and construction of an East Metro regional firefighter training facility. Attached Council will find a brief description of the proposal and its benefits to Lake Elmo Fire and the East Metro region.

ADDITIONAL CONSIDERATIONS:

No City financial or participatory commitments are made through the passage of the proposed resolution. However, it is anticipated that future training opportunities will exist for Lake Elmo Fire, should such facility be constructed. As such, this training would be available on a per-course or per-activity basis in a location generally more conducive and affordable than that presently available. As such, future City budgets may include funding for Firefighter training that may occur at this location.

ATTACHMENTS:

- A. Proposal - East Metro Regional Fire Training Facility
- B. Proposed Resolution No. 2009-044

ORDER OF BUSINESS (if removed from Consent Agenda):

- Introduction..... Bruce Messelt, City Administrator
- Report/Presentation..... City Staff
- Call for Motion Mayor & City Council
- Discussion.....Mayor Facilitates
- Action on Motion.....Mayor Facilitates

East Metro Regional Fire Training Facility

A **multi-jurisdictional partnership** between a number of local fire departments and public safety organizations is proposing to build and operate the **East Metro Regional Fire Training Facility**. The project will be built to serve the training needs of local fire departments, police and emergency management agencies, as well as training organizations like Century College. The training facilities will use about 5 acres of the existing 26-acre site, and will follow the city of Maplewood's **sustainable building goals** as described in their 2009 Comprehensive Plan. A critical part of this project is to create and establish a buffer along the existing wetland edge to enhance the functions and values of this high-quality wetland complex.

Currently, there are inadequate training facilities in the north and east metro and surrounding areas for firefighting agencies to properly train. Some of the training facilities that east metro departments are using now do not provide the full suite of training components **needed to meet National Fire Protection Association (NFPA) Standards**. This facility will provide this ability as well as achieving cost savings for local departments resulting from reduced travel costs, and reduce time commitments needed to meet training requirements and keep them closer to their response areas.

A **Joint Powers Agreement** will be developed and executed between the participating Local Units of Government. The JPA will enable the establishment of the East Metro Firefighter Training Facility, govern operations, maintenance, and provide financial accounting for the Facility. In addition to serving the LGU's who are a part of the JPA, the facility will be available for rental to other LGU's and agencies and the public sector.

This new facility will provide **multi-disciplined training** in: defensive tactics; live burn training; live fire arms training; scenarios based training; hazardous materials and spill response; search and rescue; confined space exercises and other specialized training.

HIGHLIGHTS

- Currently, **10** fire departments are providing service within Ramsey County and **14** fire departments are providing service within Washington County utilizing over **1,400** paid-per-call and full-time firefighters to cover a combined population of **716,158**.

- In 1999, the Minnesota Department of Public Safety submitted to the Legislature a **statewide master plan for fire and law enforcement training facilities** and at that time, designated the East Metro region as a potential future site based on the number of fire departments, firefighters and population.
- In an updated report of public safety training facility needs that was released in October of 2009, the East Metro region was identified again as having training facility needs based on population, number of departments and firefighters.
- Both the 1999 study and the most recent 2009 study recommended that funding should be given to facilities with collaborative ownership or operation including federal, state and local agencies and private sector organizations. This facility meets these recommendations.
- The **2009 report identified the East Metro Regional Fire Training Facility** as a potential facility, along with two other colleges.
- This site will be available to the **BCA, MnSCU, Homeland Security and Emergency Management** and other state and federal agencies and local communities.
- The training facility will ensure that the agencies can meet the minimum standards for training established by the **firefighters and police officer training boards, OSHA and the National Fire Protection Agency (NFPA)**.
- Acquiring structures for live burn training is considered as a **very high training experience**. But without this facility, the availability of such structures will soon become limited to non-existent in the East Metro area.
- Travel time and distance away from their responding areas makes utilizing other training facilities within the metro area difficult. Also, the time available at these other facilities is limited.
- It is difficult at this time for fire departments to meet their driving requirements and their only options are utilizing local streets and parking lots. These areas do not support the type of training that requires special setup or equipment.

- Some of the major training barriers are money, lack of access to training facilities and equipment, specialized training and the time needed to setup, take down, travel and train within a two-hour timeframe.
- An integral part of the plan is to upgrade the site conditions following 40-years of MnDOT operations. Numerous objectives identified by a **joint venture called the Marshlands**, including soil remediation, wetland enhancement, trail construction and joint use educational facilities will be incorporated into the site improvements.

FUNDING

Currently, we are **seeking three million dollars** from the 2010 bonding bill which will be **matched by three million dollars of local funding**. We currently have obtained or have commitments for approximately two million of the three million dollars needed for the match.

The ongoing operation and capital will be funded through a joint powers agreement (JPA) and other fees. Century College has shown a great interest in using the facility in partnership with the **East Metro Regional Training Facility JPA** to offer a range of educational classes.

City of Lake Elmo
Washington County, Minnesota

Resolution No. 2009-044

A RESOLUTION AUTHORIZING SUPPORT FOR STATE BONDING FUNDS FOR
THE DESIGN AND CONSTRUCTION OF AN EAST METRO REGIONAL
FIREFIGHTER TRAINING FACILITY

WHEREAS, a coalition of fire departments from the East Metro Counties of Ramsey and Washington are planning to build a regional command and training center in the near future that will provide a state-of-the-art East Metro Regional Fire Training Facility for fire safety training/management and meet the needs of other public safety disciplines that will benefit all cities and other municipalities and,

WHEREAS, the fire departments are seeking support and funding from the state and others to see this project come to full fruition.

WHEREAS, the fire departments are seeking support from all communities in Ramsey and Washington counties due to the interest in state funding for the facility.

NOW, BE IT THEREFORE RESOLVED, that the City Council of Lake Elmo does hereby support and recommend the concept of the East Metro Regional Fire Training Facility.

That the City Council of Lake Elmo expects and anticipates that it will benefit generally and possibly directly with the addition of this facility to the East Metro for training and management purposes.

That the City Council of Lake Elmo therefore supports the consideration and subsequent award of any grant by the state or their designee for the purposes of planning, building or mobilizing such a facility.

Passed by the City Council of Lake Elmo.

Dated: November 17, 2009

Dean Johnston
Mayor of Lake Elmo

City Clerk Stamp:

City Council
Date: 11/17/09
CONSENT
Item: 8
MOTION

AGENDA ITEM: Approve Contractors Application for Payment and Change Order #1 for Carriage Station picnic shelter project

SUBMITTED BY: Carol Kriegler, Project Assistant

THROUGH: Bruce Messelt, City Administrator 

REVIEWED BY: Jerry Mazzera, Design Forum, Inc.

SUMMARY AND ACTION REQUESTED:

The City Council is being asked to approve an Application for Payment and Change Order for the Carriage Station picnic shelter project. Construction on the shelter began this fall and a substantial amount of the work is complete. The application for payment is in the amount of \$15,067.95.

MOTION FOR CONSIDERATION:

Move to approve Contractors Application for Payment and Change Order #1 for Carriage Station picnic shelter project

STAFF REPORT:

The current payment request includes only one Change Order, which reflects acceptance of alternatives related to the concrete slab, as approved by the City Council at the September 15 meeting, as well as deducts for the cost of the building permit and a length of underground conduit that has been deemed excessive.

The Change order also includes an additional cost associated with the structure's trusses. While the truss package was to be included in the materials and supplies donation provided by Lowes, the donated trusses were sized for the larger shelter to be constructed at a later date. A balance of donated materials and supplies, sized for the larger of the two shelters, is being stored for future use. The *Requested Amount of Change* is in the amount of \$1,613.00

ATTACHMENTS:

- A. Application and Certificate for Payment - - Carriage Station picnic shelter project
- B. Change Order #1 – Carriage Station picnic shelter project

ORDER OF BUSINESS (if removed from Consent Agenda):

- Introduction..... Bruce Messelt, City Administrator
- Report/Presentation..... City Staff
- Call for Motion Mayor & City Council
- Discussion.....Mayor Facilitates
- Action on Motion.....Mayor Facilitates



AIA Document G702™ - 1992

Application and Certificate for Payment

TO OWNER:
 City of Lake Elmo Parks Dept.
 3800 Laverne Ave. North
 Lake Elmo, MN 55042

FROM CONTRACTOR:
 Stotko Speedling Construction, Inc.
 1303 Bddy St.
 Hastings, MN 55033

PROJECT:
 Lake Elmo Park Shelter
 Stillwater Blvd. & 50th St.
 Lake Elmo, MN 55042

VIA ARCHITECT:
 Design Forum, Inc.
 4801 W. 81st St., Suite 101
 Minneapolis, MN 55437

APPLICATION NO. 1
PERIOD TO: 10/31/09
CONTRACT FOR:
CONTRACT DATE: 9/21/09
PROJECT NOS: 20929 /

Distribution to:
 OWNER
 ARCHITECT
 CONTRACTOR
 FIELD
 OTHER

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM \$36,500.00
2. Net change by Change Orders \$ 1,613.00
3. CONTRACT SUM TO DATE (Line 1 ± 2) \$38,113.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703) \$15,861.00

5. RETAINAGE:
 - a. 5 % of Completed Work (Column D + E on G703) \$ 793.05
 - b. % of Stored Material (Column F on G703) \$

Total Retainage (Lines 5a + 5b or Total in Column I of G703) \$ 793.05

6. TOTAL EARNED LESS RETAINAGE \$15,067.95
(Line 4 Less Line 5 Total)

7. LESS PREVIOUS CERTIFICATES FOR PAYMENT \$ 0
(Line 6 from prior Certificates)

8. CURRENT PAYMENT DUE \$ 15,067.95

9. BALANCE TO FINISH, INCLUDING RETAINAGE \$23,045.05
(Line 3 less Line 6)

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$	\$
Total approved this Month	\$ 1613.00	\$
TOTALS	\$ 1613.00	\$
NET CHANGES by Change Order	\$ 1613.00	\$

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured. AIA Document G702™ - 1992. Copyright © 1993, 1983, 1971, 1978, 1983 and 1992 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. Purchasers are permitted to reproduce ten (10) copies of this document when completed. To report copyright violations of AIA Contract Documents, e-mail The American Institute of Architects' legal counsel, copyright@aia.org.

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: *[Signature]*
 By: _____
 State of: MN
 County of: Dakota

Notary Public: *[Signature]*
 State of Minnesota
 My Commission Expires 10/29/09
 My Commission Expires 10/29/09



ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED: \$15,067.95
 (Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT: *[Signature]*
 By: _____
 Date: 11/2/09

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.



STOTKO SPEEDLING

1303 EDDY ST. HASTINGS, MN 55033
Phone: 651-480-0055 Fax: 651-480-0079
Contractor License #20494995

Change Order

ChangeOrder#:1

Change Order Date: 10/29/2009

To: City of Lake Elmo Parks Dept.
3800 Laverne Ave. North
Lake Elmo MN 55042

Project: 20929
Lake Elmo Park Shelter
Stillwater Blvd. & 50th St.
Lake Elmo MN 55042

The contractor agrees to perform and the owner agrees to pay for the following changes to this contract.

Plans Attached

Ordered By:

Specifications Attached

Description of Work	Amount
Alternate: 5" Slab upgrade	375.00
Alternate: 26 x 26 slab	550.00
Alternate: Delete underground conduit	-125.00
Deduct Building Permit cost	-526.00
Truss Change Order	1,339.00

Notes

Negative changes will lower the overall contract price requiring no additional payment by owner.

Requested Amount of Change

1,613.00

The original Contract Sum was	36,500.00
Net change by previous Change Orders	0.00
The Contract Sum prior to this Change Order	36,500.00
The Contract Sum will be changed by this Change Order	1,613.00
The new Contract Sum including this Change Order will be	38,113.00

Owner: _____

Date: _____

Contractor: _____

Date: 10/29/09

City Council
Date: 11/17/09
CONSENT
Item: 9
MOTION

AGENDA ITEM: Approve Grant Agreements with the State of Minnesota DNR for Sunfish Lake Park Prairie Restoration Project and Sunfish Lake Park Natural Resource Management Plan

SUBMITTED BY: Carol Kriegler, Project Assistant

THROUGH: Bruce Messelt, City Administrator 

REVIEWED BY: Jerry Mazzera, Design Forum, Inc.

SUMMARY AND ACTION REQUESTED:

The City Council is asked to approve grant agreements with the State of Minnesota DNR. On June 16, 2009, the City Council passed resolutions in support of formal applications to the Minnesota DNR Metro Greenways Program for Sunfish Lake Park. One grant application was for a restoration grant related to the installation / management of prairie in Area 2 while the other was for a conservation planning grant related to the development of a natural resource management plan for the entire park.

The DNR has since informed the City that they have been successful in securing both grants and has offered Grant Agreements. The restoration grant has an expiration date of June 30, 2011 and provides for \$27,425.00 in financial support with the City required to provide a 50% match in cash and in-kind services. It is estimated that the City's parks / public works crew and volunteers can provide project related in-kind services valued at approximately \$6,375.00, resulting in an estimated balance of \$21,425 in cash expenditures through the grant expiration date. While the vast majority of prairie establishment activity will occur within the designated grant period, there will be continued prairie management activity over the next couple of years in order to ensure a successful restoration project, which typically takes 5 years.

The conservation planning grant has an expiration date of June 30, 2011 and provides for \$8,306.25 in financial support with the City required to provide a 25% match, resulting in an estimated balance of \$2,768.75 in cash expenditures. Both of these expenditures would be funding by the Park Dedication Fund.

MOTION FOR CONSIDERATION:

Move to approve grant agreements with the State of Minnesota for Sunfish Lake Park Prairie Restoration Project and Sunfish Lake Park Natural Resource Management Plan

STAFF REPORT:

Sunfish Lake Park Prairie Restoration Grant: The Minnesota DNR's Metro Greenways program was established to protect, connect and restore natural areas in the Twin Cities metropolitan region. The program provides grants through a competitive process to local units of government to protect, restore, and enhance high quality natural habitats. Metro Greenways restoration project grants provide funding for 50% of total project costs.

Area 2 of Sunfish Lake Park is a 20 acre parcel that has been in agriculture for a number of years. Most recently the area has been planted in wheat. The recently finalized Conservation Easement for the park calls for this area of the park to eventually be restored to a plant community native to the area. An ecologist has recently identified small areas within the park as mesic prairie. Restoration of the area to a native plant community will result in improved wildlife habitat, increased plant diversity and improved aesthetics for park users and residents. The installation of the project and subsequent management practices would be based on sound and well-founded ecological principles. The goal of the restoration project is to establish a plant community (prairie) that closely resembles what would have existed in pre-settlement times.

Key project requirements set forth by the Minnesota Department of Natural Resources Grant Agreement include the following:

- 1) The restoration must utilize seeds and plants only of native ecotypes to Minnesota and preferably of the local ecotype using a high diversity of species originating as close to the restoration site as possible.
- 2) The project must have an ecological restoration and management plan that is consistent with the highest quality conservation and ecological goals for the restoration site. The plan should give consideration to factors such as soil, topography, geology, and other relevant factors that would provide for the best chance of long-term success of the restoration. The plan should include a timetable for implementing the restoration, including identifying long-term maintenance and management needs of the restoration.

Sunfish Lake Park Natural Resource Management Plan Grant: The Metro Greenways Grant Program offers grants for the development of natural Resource Green Infrastructure Based Plans. Reimbursement for the conservation planning grants is 75%.

Sunfish Lake Park is an area with significant natural features, wetland, woodland, and grassland plant communities which have become degraded over time, primarily through colonization by invasive plants. Water quality, wildlife habitat and enjoyment of the park by users have been reduced as plant diversity and habitat quality have decreased. These native plant communities are still at a point where they can be improved with planned

conservation management. Such management will result in improved wildlife habitat and water quality with the added benefit of improved aesthetics for park users.

The goal of a natural resource management grant for Sunfish Lake Park is to assess current status of park natural resources and prepare a long-term management plan to address ways to improve the plant communities so that they function to protect water quality and improve wildlife habitat.

Objectives of the natural resource management plan include the following:

1. Survey the existing plant communities to determine species composition and degree of disturbance/degradation
2. Survey presence of invasive plants and degree of invasiveness
3. Develop management protocols for invasive plants
4. Develop plans for re-planting and establishing native tree, shrub and ground-layer plant species

ATTACHMENTS:

- A. State of Minnesota Grant Agreement – Sunfish Lake Park Prairie Restoration
- B. State of Minnesota Grant Agreement – Sunfish Lake Park Natural Resource Management Plan

ORDER OF BUSINESS (if removed from Consent Agenda):

- Introduction..... Bruce Messelt, City Administrator
- Report/Presentation..... City Staff
- Call for Motion Mayor & City Council
- Discussion.....Mayor Facilitates
- Action on Motion.....Mayor Facilitates

**STATE OF MINNESOTA
GRANT AGREEMENT**

This grant agreement is between the State of Minnesota, acting through its Commissioner of Natural Resources ("State") and *the City of Lake Elmo* ("Grantee").

Recitals

- 1) Under Minn. Stat. 84.026 the State is empowered to enter into this grant.
- 2) The funds for this grant were appropriated to the Commissioner under M.L. 2009, Chapter 143, Subd.4f from the Environmental Trust Fund administered by the Legislative and Citizen Commission on Minnesota resources
- 3) The Grantee represents that it is duly qualified and agrees to perform all services described in this grant agreement to the satisfaction of the State.

Grant Agreement

1. Term of Grant Agreement

- 1.1. **Effective date:** Costs may be incurred for this Agreement upon LCCMRs approval of the Work Program or July 1, 2009, whichever is later, although no reimbursements will be made until this Agreement is fully executed. This Agreement shall become legally effective upon such date as it is executed by the Commissioner of the Minnesota Department of Natural Resources or July 1, 2009, whichever is later.
- 1.2. **Expiration date:** June 30, 2011, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

2. Grantee's Duties

WHEREAS, an application has been submitted to the STATE for a portion of the funds needed to carry out restoration activities on approximately **20** acres in the manner described by the 2009 Metro Greenways project application, which is incorporated into this Agreement by reference, and according to Attachment A, B and C of this document.

WHEREAS, the GRANTEE represents that it is duly qualified and willing to perform the services set forth herein.

NOW, THEREFORE, it is agreed:

The GRANTEE shall carry out restoration activities and perpetually maintain the property (hereinafter "the project"), as described in Attachment A at the location shown on Attachment B, both of which are incorporated by reference and made a part of this Agreement.

The GRANTEE agrees to complete the project in accordance with the work plan and budget as described in Attachment A to the extent practicable and within the project period specified in the Agreement and to adhere to the guidelines in Attachment C. Any material change in the scope of the project, budget or completion date shall require prior written approval by the STATE, as described in section 7.2 of this Agreement before action is taken on the change.

3. General conditions

- 3.1. The GRANTEE acknowledges that these funds are proceeds from the State of Minnesota Environment and Natural Resources Trust Fund (hereinafter the "Trust Fund"), which is subject to certain legal restrictions and requirements, including Minnesota Statutes Chapter 116P. The GRANTEE is responsible for compliance with this and all other relevant state and federal laws and regulations promulgated pursuant thereto governing the proceeds of the Trust Fund in the fulfillment of the project. Specific to the restoration of land:

- 3.1.1. Restorations must utilize seeds and plants only of native ecotypes to Minnesota and preferably of the local ecotype using a high diversity of species originating as close to the restoration site as possible. When restoring prairies, existing prairies must be protected from genetic contamination. The GRANTEE agrees to follow the seed source/seeding guidelines specified in Attachment C.

3.1.2. Restoration and enhancement projects must have an ecological restoration and management plan that is consistent with the highest quality conservation and ecological goals for the restoration site. The plan should give consideration to factors such as soil, topography, geology, and other relevant factors that would provide for the best chance for long-term success of the restoration. The plan shall include the activities and timetable that will be carried out to prepare the site, the seed or seedlings to be planted and when they will be planted, the initial maintenance activities and when they will be carried out to establish the vegetation, and the long term maintenance and management activities including how they will be financed and who will be responsible for their implementation. The plan shall take advantage of the best available science and include innovative techniques to achieve the best restoration

3.2. Funds made available pursuant to this agreement shall be used only for expenses incurred in performing and accomplishing the purposes and activities specified herein. Notwithstanding, all other provisions of this agreement, it is understood that any reduction or termination of funds allocated to the state may result in a like reduction to the grantee.

4. **Payment.** Agreement shall be paid by the STATE as follows:

4.1. Reimbursement of an amount not to exceed **\$27,425** will be payable to GRANTEE as set out in Attachment A. The total state obligation for all compensation and reimbursements to grantee shall not exceed: **\$27,425**.

4.2. The STATE shall disburse funds to the GRANTEE pursuant to this Agreement on a reimbursement basis, based **upon a payment request and required expenditure documentation** submitted by the GRANTEE and reviewed and approved by the STATE. The GRANTEE shall be limited to no more than three payment requests during the period covered by this Agreement. The GRANTEE shall submit a final billing within 30 days of the end of the project period.

4.3. The State will promptly pay the Grantee after the Grantee presents:

4.3.1. Submission of a restoration and management plan that meets the requirements in 3.1.2.

4.3.2. Itemized invoice for the services actually performed and the State's Authorized Representative accepts the invoiced services.

4.3.3. Documentation that the invoice has been paid by the Grantee.

4.3.4. Documentation of the Genus and species of seeds or plant materials used in the restoration and where the seeds/plants originated as outlined in Attachment C.

4.3.5. All services provided by the Grantee under this grant contract must be performed to the State's satisfaction, as determined at the sole discretion of the State's Authorized Representative and in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations. The Grantee will not receive payment for work found by the State to be unsatisfactory or performed in violation of federal, state, or local law.

4.4. Conditions of Payment. All services provided by the Grantee pursuant to this Agreement shall be performed to the satisfaction of the State, as determined at the sole discretion of its Authorized Representative, and in accord with all applicable federal, state, and local laws, ordinances, rules and regulations. The Grantee shall not receive payment for work found by the State to be unsatisfactory or performed in violation of federal, state or local law, ordinance, rule or regulation.

5. **Authorized Representative**

The State's Authorized Representative is *Marybeth Block, DNR Region 3 Community Assistance Unit, 1200 Warner Road, St. Paul, MN 55106; 651-259-5835; Marybeth.block@state.mn.us*, or his/her successor, and has the responsibility to monitor the Grantee's performance and the authority to accept the services provided under this grant agreement. If the services are satisfactory, the State's Authorized Representative will certify acceptance on each invoice submitted for payment. The Grantee's Authorized Representative is *Carol Krigler, City of Lake Elmo, 3800 Laverne Ave. North, Lake Elmo, MN 55402, 651-233-5406, ckriegler@lakeelmo.org*. If the Grantee's Authorized Representative changes at any time during this grant agreement, the Grantee must immediately notify the State.

6. **SUBCONTRACTORS**

The Grantee agrees that if they subcontract any portion of this Project to another entity that the agreement with the sub-recipient will contain provisions of the approved LCCMR Subcontractor Agreement in its entirety, or the

applicable portions of the agreement subject to approval of the DNR. A sample subcontractor agreement is available on the LCCMR website at <http://www.lccmr.leg.mn/Project-Manager-Info/ManagerInformation.html> Project managers who will award contracts outside of the Grantee's workforce must give consideration to contracting with the Minnesota Conservation Corps for contract restoration and enhancement services.

7. **Assignment, Amendments, Waiver, and Grant Agreement Complete**

- 7.1. **Assignment** The Grantee may neither assign nor transfer any rights or obligations under this grant agreement without the prior consent of the State and a fully executed Assignment Agreement, executed and approved by the same parties who executed and approved this grant agreement, or their successors in office.
- 7.2. **Amendments.** Any amendment to this grant agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original grant agreement, or their successors in office.
- 7.3. **Waiver.** If the State fails to enforce any provision of this grant agreement, that failure does not waive the provision or its right to enforce it.
- 7.4. **Grant Agreement Complete.** This grant agreement contains all negotiations and agreements between the State and the Grantee. No other understanding regarding this grant agreement, whether written or oral, may be used to bind either party.

8. **Liability**

The Grantee must indemnify, save, and hold the State, its agents, and employees harmless from any claims or causes of action, including attorney's fees incurred by the State, arising from the performance of this grant contract by the Grantee or the Grantee's agents or employees. This clause will not be construed to bar any legal remedies the Grantee may have for the State's failure to fulfill its obligations under this grant contract.

9. **State Audits**

Under Minn. Stat. 16C.05, subd. 5, the Grantee's books, records, documents, and accounting procedures and practices relevant to this grant agreement are subject to examination by the State and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this grant agreement.

10. **Government Data Practices and Intellectual Property**

Data collected by the projects funded under this section that have value for planning and management of natural resource, emergency preparedness, and infrastructure investments must conform to the enterprise information architecture developed by the Office of Enterprise Technology (or its successor.) Spatial data must conform to geographic information system guidelines and standards outlined in that architecture and adopted by the Minnesota Geographic Data Clearinghouse at the Land Management Information Center. A description of these data that adheres to the Office of Enterprise Technology (or its successor) geographic metadata standards must be submitted to the Land Management Information Center to be made available online through the clearinghouse and the data must be accessible and free to the public unless made private under the Data Practices Act, Minnesota Statutes, chapter 13. To the extent practicable, summary data and results of projects funded under this section should be readily accessible on the Internet and identified as an environment and natural resources trust fund project.

11. **Worker's Compensation**

The Recipient certifies that it is in compliance with Minn. Stat. § 176.181, subd. 2, pertaining to workers' compensation insurance coverage. The Recipient's employees and agents will not be considered State employees.

Any claims that may arise under the Minnesota Workers' Compensation Act on behalf of these employees and any claims made by any third party as a consequence of any act or omission on the part of these employees are in no way the State's obligation or responsibility.

12. **Publicity and Endorsement**

12.1 **Publicity.**

The Recipient agrees to acknowledge the trust fund's financial support for this project. Any statement, press release, bid, solicitation, or other document issued describing the project shall provide information on the amount and proportion of trust fund money supporting the total cost of the project.

See the LCCMR website: <http://www.lccmr.leg.mn/project-manager-info/managerinformation.html> for a full description of acknowledgement guidelines.

Any site (land or property) improved by this project that display a sign, in a form approved by the LCCMR, acknowledging that the site has received funding from the Minnesota Environment And Natural Resources Trust Fund.

12.2 Endorsement. The Grantee must not claim that the State endorses its products or services.

Governing Law, Jurisdiction, and Venue

Minnesota law, without regard to its choice-of-law provisions, governs this grant agreement. Venue for all legal proceedings out of this grant agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

13. Termination

The State may cancel this grant agreement at any time, with or without cause, upon 30 days' written notice to the Grantee. Upon termination, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.

14. Data Disclosure

Under Minn. Stat. 270C.65, subd.3, and other applicable law, the Grantee consents to disclosure of its social security number, federal employer tax identification number, and/or Minnesota tax identification number, already provided to the State, to federal and state tax agencies and state personnel involved in the payment of state obligations. These identification numbers may be used in the enforcement of federal and state tax laws which could result in action requiring the Grantee to file state tax returns and pay delinquent state tax liabilities, if any.

1. STATE ENCUMBRANCE VERIFICATION

Individual certifies that funds have been encumbered as required by Minn. Stat. 16A.15 and 16C.05.

Signed: *Sonia Paermoen*

Date: 10/26/09

CFMS Grant Contract No. B- 35738

3. STATE AGENCY

By: _____
(with delegated authority)

Title: _____

Date: _____

2. GRANTEE

The Grantee certifies that the appropriate person(s) have executed the grant agreement on behalf of the Grantee as required by applicable articles, bylaws, resolutions, or ordinances.

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

Distribution:
Agency Grantee State's Authorized Representative

**ATTACHMENT A
WORK PLAN, BUDGET AND DOCUMENTATION**

Grantee: Lake Elmo

Project Name: Sunfish Lake Park Prairie Restoration

Grant Amount: \$27,425

Project Description: Carry out restoration activities at a city park to restore mesic prairie (tallgrass)

Project Activities	Acr es	Estimated Completion Date	Metro Greenway\$	LGU Cash	LGU Inkind \$
1. Herbicide application (if necessary)	20	Spring '10	\$1,500	\$1,500	
2. Seed bed preparation, seed mix, installation	20	Spring '10	\$12,000	\$12,000	
3. Straw mulch & disc anchor	20	Spring '10	\$3,500	\$3,500	
4. Lime soil ammendment (if necessary)	20	Spring '10	\$800	\$800	
5. Plant 3000 seedlings	2-3	Spring '10	\$3,375		\$3,375
6. Spot spray perennial weeds	20	Summer '10	\$2,250	\$2,250	
7. Mow annual weeds	20	Summer '10	\$1,500		\$1,500
8. Spot spray perennial weeds	20	Summer '11	\$1,000	\$1,000	
9. Mow annual weeds	20	Summer '11	\$1,500		\$1,500
Total			\$27,425	\$21,050	\$6,375

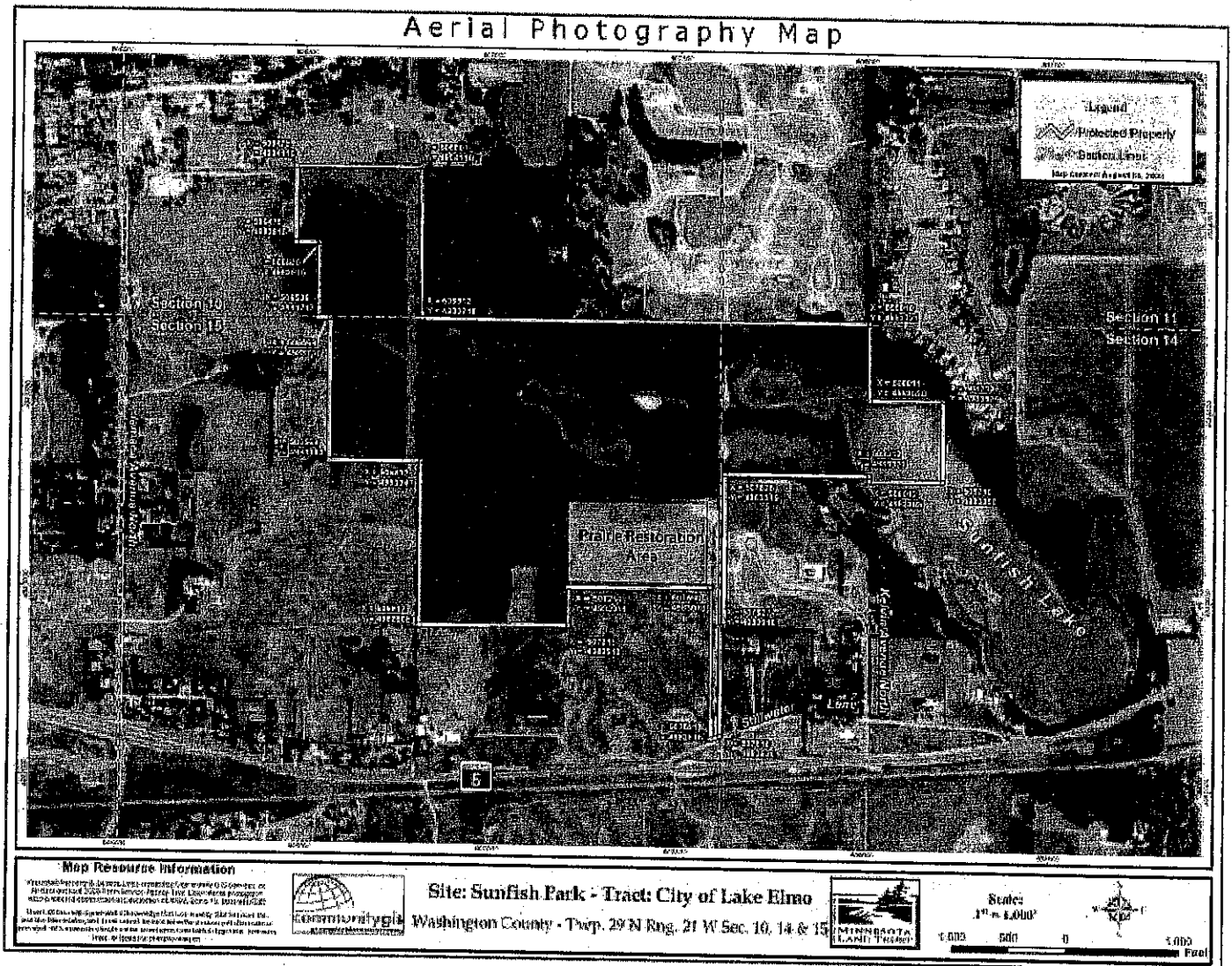
Documentation for Reimbursement

1. Submission of a restoration and management plan that meets the requirements in 3.1.2 of the grant agreement.
2. Itemized invoice for the services actually performed and the State's Authorized Representative accepts the invoiced services.
3. Documentation that the invoice has been paid by the Grantee.
4. Documentation of the Genus and species of seeds or plant materials used in the restoration and where the seeds/plants originated as outlined in Attachment C.

Final Report Contents

1. Final project costs by activity.
2. Report of the challenges and success of each activity.
3. Adjustments, if any to the restoration and management plan.

Attachment B – location map



Map Resource Information

Washington County, Minnesota
 Planning and Zoning Department
 1000 1st St. N. Grand Rapids, MN 56341
 Phone: (763) 881-1234
 Fax: (763) 881-1235
 Website: www.washingtoncountymn.gov



Site: Sunfish Park - Tract: City of Lake Elmo
 Washington County - Twp. 29 N Rng. 21 W Sec. 10, 14 & 15



Scale: 1" = 1,000'
 0 500 0 500 Feet

Attachment C

Attachment C: Seed Sourcing Guidelines

(ADAPTED FROM THE BOARD OF WATER AND SOIL RESOURCES GUIDELINES)

Intent: The information in this fact sheet summarizes guidelines for native seed origin and use. Consistent with the Environmental and Natural Resources Trust Fund legislation, projects are required to use local sources of seed and strive for diversity levels that will provide high levels of ecological function.

Ecological Restoration/Habitat Projects:

Projects should focus on using high levels of diversity to promote native community stability and function, benefits to multiple wildlife species and to prevent establishment of invasive species. The NRCS 643 Practice Standard, "Restoration and Management of Rare and Declining Habitats" can be used as guidance for ecological restoration/habitat projects. The standard provides guidelines for project planning, implementation and maintenance.

Seed Source: To the extent possible, seed must be obtained from as close to the project site as possible with an emphasis on obtaining seed from the local eco-type region. The Minnesota DNR map: "County Landscape Groupings Based on Ecological Subsections" ([HTTP://WWW.DNR.STATE.MN.US/ECO/PUBS_MAPS.HTML](http://www.dnr.state.mn.us/eco/pubs/maps.html)) can be used as a guide for selecting seed from local eco-type regions. The map shows the general grouping of counties that have eco-type similarities. Projects near a state border can use seed from the adjoining state as long as the eco-type conditions in the adjoining state are similar to the project location.

Yellow Tag Seed: When available, source identified (Yellow tag) seed through the Minnesota Crop Improvement Association (MCIA) shall be used over non-Source ID seed. See the following website for a survey of yellow tag seed availability: <http://www.mncia.org/>. Flexibility regarding the use of yellow tag seed can be granted by local staff when appropriate, such as when seed from local remnant communities will be used for a project, or the available yellow tag seed is not of a local source.

Native Cultivar/Variety Use: The first priority for seed should be that which comes from as close to the project site as possible and has not been intentionally selected for traits such as height, aggressiveness and color. If the original collection sites used for the development of a variety were from areas local to the project site, then the variety may be appropriate for a project.

Protecting Existing Native Prairies and Seed Production Areas: Remnant prairies and seed production areas should be protected from non-local sources of seed. Cultivars and varieties of native species should not be used next to these areas to limit genetic influences. A buffer distance of one-quarter mile is recommended. Experienced resource professionals should be involved in seed selection and management planning when working in or near remnant prairies.

Seed Labeling: All seed shall be supplied as pure-live seed (PLS) and conform to State seed requirements for noxious weed content and State labeling requirements. The county of origin should be listed on the seed tag for all species in a mix to provide verification of seed source. Information about individual components in a mix is required for all species, including those that constitute less than 5% of the total mix.

**STATE OF MINNESOTA
GRANT AGREEMENT**

This grant agreement is between the State of Minnesota, acting through its Commissioner of Natural Resources ("State") and the City of Lake Elmo ("Grantee").

Recitals

- 1) Under Minn. Stat. 84.026 the State is empowered to enter into this grant.
- 2) The funds for this grant were appropriated to the Commissioner under M.L. 2009, Chapter 143, Subd.4f from the Environmental Trust Fund administered by the Legislative and Citizen Commission on Minnesota resources
- 3) The Grantee represents that it is duly qualified and agrees to perform all services described in this grant agreement to the satisfaction of the State.

Grant Agreement

1. Term of Grant Agreement

- 1.1. *Effective date:* This Agreement shall become legally effective upon such date as it is fully executed and signed by the Commissioner of the Minnesota Department of Natural Resources or a delegated representative appointed by the commissioner, or by July 1, 2009, whichever is later.
- 1.2. *Expiration date:* June 30, 2011, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

2. Grantee's Duties

WHEREAS, an application has been submitted to the STATE for a portion of the funds needed to carry out

WHEREAS, the GRANTEE represents that it is duly qualified and willing to perform the services set forth herein.

NOW, THEREFORE, the GRANTEE will 1) Survey the composition and quality of plant communities at Sunfish Lake Park; 2) Assess the accuracy of the plant communities, invasive species and overall quality identified in Washington County's MN Land Cover Classification System data; and 3) Draft a management plan with goals to improve plant communities, decrease the incidence of invasive plants and restore appropriate native species.

The GRANTEE agrees to complete the project in accordance with the work plan and budget as described in Attachment A to the extent practicable and within the project period specified in the Agreement. Any material change in the scope of the project, budget or completion date shall require prior written approval by the STATE, as described in section 7.2 of this Agreement before action is taken on the change.

3. General conditions

- 3.1. The GRANTEE acknowledges that these funds are proceeds from the State of Minnesota Environment and Natural Resources Trust Fund (hereinafter the "Trust Fund"), which is subject to certain legal restrictions and requirements, including Minnesota Statutes Chapter 116P. The GRANTEE is responsible for compliance with this and all other relevant state and federal laws and regulations promulgated pursuant thereto governing the proceeds of the Trust Fund in the fulfillment of the project.
- 3.2. Funds made available pursuant to this agreement shall be used only for expenses incurred in performing and accomplishing the purposes and activities specified herein. Notwithstanding, all other provisions of this agreement, it is understood that any reduction or termination of funds allocated to the state may result in a like reduction to the grantee.

3.3. The GRANTEE shall submit status reports to the STATE by the end of June and December of each year and a final report no more than 30 days after the end of the Grant period and prior to receiving final reimbursement.

4. Payment. Agreement shall be paid by the STATE as follows:

4.1. Reimbursement of an amount not to exceed **\$8,306** will be payable to GRANTEE as set out in Attachment A. The total state obligation for all compensation and reimbursements to grantee shall not exceed: **\$8,306**

4.2. The STATE shall disburse funds to the GRANTEE pursuant to this Agreement on a reimbursement basis, based *upon a payment request and required expenditure documentation* submitted by the GRANTEE and reviewed and approved by the STATE. The GRANTEE shall be limited to **no more than three payment requests** during the period covered by this Agreement. The GRANTEE shall submit a final billing within 30 days of the end of the project period.

4.3. The State will promptly pay the Grantee after the Grantee presents:

4.3.1. Itemized invoice for the services actually performed and the State's Authorized Representative accepts the invoiced services.

4.3.2. Documentation that the invoice has been paid by the Grantee.

4.4. **Conditions of Payment.** All services provided by the Grantee pursuant to this Agreement shall be performed to the satisfaction of the State, as determined at the sole discretion of its Authorized Representative, and in accord with all applicable federal, state, and local laws, ordinances, rules and regulations. The Grantee shall not receive payment for work found by the State to be unsatisfactory or performed in violation of federal, state or local law, ordinance, rule or regulation.

5. Authorized Representative

The State's Authorized Representative is *Marybeth Block, DNR Region 3 Community Assistance Unit, 1200 Warner Road, St. Paul, MN 55106; 651-259-5835; Marybeth.block@state.mn.us*, or his/her successor, and has the responsibility to monitor the Grantee's performance and the authority to accept the services provided under this grant agreement. If the services are satisfactory, the State's Authorized Representative will certify acceptance on each invoice submitted for payment. The Grantee's Authorized Representative is *Carol Kriegler, City of Lake Elmo, 3800 Laverene Ave North, Lake Elmo, MN 5504; 651-777-5510 ext 5507*. If the Grantee's Authorized Representative changes at any time during this grant agreement, the Grantee must immediately notify the State.

6. SUBCONTRACTORS

The Grantee agrees that if they subcontract any portion of this Project to another entity that the agreement with the sub-recipient will contain provisions of the approved LCCMR Subcontractor Agreement in its entirety, or the applicable portions of the agreement subject to approval of the DNR. A sample subcontractor agreement is available on the LCCMR website at <http://www.lccmr.leg.mn/Project-Manager-Info/ManagerInformation.html>

7. Assignment, Amendments, Waiver, and Grant Agreement Complete

7.1. **Assignment** The Grantee may neither assign nor transfer any rights or obligations under this grant agreement without the prior consent of the State and a fully executed Assignment Agreement, executed and approved by the same parties who executed and approved this grant agreement, or their successors in office.

7.2. **Amendments.** Any amendment to this grant agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original grant agreement, or their successors in office.

7.3. **Waiver.** If the State fails to enforce any provision of this grant agreement, that failure does not waive the provision or its right to enforce it.

7.4. **Grant Agreement Complete.** This grant agreement contains all negotiations and agreements between the State and the Grantee. No other understanding regarding this grant agreement, whether written or oral, may be used to bind either party.

8. Liability

The Grantee must indemnify, save, and hold the State, its agents, and employees harmless from any claims or causes of action, including attorney's fees incurred by the State, arising from the performance of this grant contract by the Grantee or the Grantee's agents or employees. This clause will not be construed to bar any legal remedies the Grantee may have for the State's failure to fulfill its obligations under this grant contract.

9. State Audits

Under Minn. Stat.16C.05, subd. 5, the Grantee's books, records, documents, and accounting procedures and practices relevant to this grant agreement are subject to examination by the State and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this grant agreement.

10. Government Data Practices and Intellectual Property

Data collected by the projects funded under this section that have value for planning and management of natural resource, emergency preparedness, and infrastructure investments must conform to the enterprise information architecture developed by the Office of Enterprise Technology (or its successor.) Spatial data must conform to geographic information system guidelines and standards outlined in that architecture and adopted by the Minnesota Geographic Data Clearinghouse at the Land Management Information Center. A description of these data that adheres to the Office of Enterprise Technology (or its successor) geographic metadata standards must be submitted to the Land Management Information Center to be made available online through the clearinghouse and the data must be accessible and free to the public unless made private under the Data Practices Act, Minnesota Statutes, chapter 13. To the extent practicable, summary data and results of projects funded under this section should be readily accessible on the Internet and identified as an environment and natural resources trust fund project.

11. Worker's Compensation

The Recipient certifies that it is in compliance with Minn. Stat. § 176.181, subd. 2, pertaining to workers' compensation insurance coverage. The Recipient's employees and agents will not be considered State employees. Any claims that may arise under the Minnesota Workers' Compensation Act on behalf of these employees and any claims made by any third party as a consequence of any act or omission on the part of these employees are in no way the State's obligation or responsibility.

12. Publicity and Endorsement

12.1 Publicity.

The Recipient agrees to acknowledge the trust fund's financial support for this project. Any statement, press release, bid, solicitation, or other document issued describing the project shall provide information on the amount and proportion of trust fund money supporting the total cost of the project. See the LCCMR website: <http://www.lccmr.leg.mn/project-manager-info/managerinformation.html> for a full description of acknowledgement guidelines. Any site (land or property) improved by this project that display a sign, in a form approved by the LCCMR, acknowledging that the site has received funding from the Minnesota Environment And Natural Resources Trust Fund.

12.2 Endorsement. The Grantee must not claim that the State endorses its products or services.

12. Governing Law, Jurisdiction, and Venue

Minnesota law, without regard to its choice-of-law provisions, governs this grant agreement. Venue for all legal proceedings out of this grant agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

14. Termination

The State may cancel this grant agreement at any time, with or without cause, upon 30 days' written notice to the Grantee. Upon termination, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.

15. Data Disclosure

Under Minn. Stat. 270C.65, subd.3, and other applicable law, the Grantee consents to disclosure of its social security number, federal employer tax identification number, and/or Minnesota tax identification number, already provided to the State, to federal and state tax agencies and state personnel involved in the payment of state obligations. These identification numbers may be used in the enforcement of federal and state tax laws which could result in action requiring the Grantee to file state tax returns and pay delinquent state tax liabilities, if any.

1. STATE ENCUMBRANCE VERIFICATION

By: Gonia Palmerston

Signed: 10/26/09

Date: _____

CFMS Grant Contract No. B- 35734

2. GRANTEE

The Grantee certifies that the appropriate person(s) have executed the grant agreement on behalf of the Grantee as required by applicable articles, bylaws, resolutions, or ordinances.

Organization Name: The City of Lake Elmo

By: _____

Title: _____

Date: _____

3. GRANTOR

Organization Name: Minnesota Department of Natural Resources

By: _____

Title: _____

Date: _____

ATTACHMENT A

Grantee: The City of Lake Elmo

Project Name: Natural Resource Assessment and Management Plan for Sunfish Lake Park.

Grant Amount: \$8,306

Project Description: Survey the composition and quality of plant communities at Sunfish Lake Park and using that information assess the accuracy of the plant communities, invasive species and overall quality identified in Washington County's MN Land Cover Classification System data. Draft a management plan with goals to improve plant communities, decrease the incidence of invasive plants and restore appropriate native species.

Key Project Activities	Budget				
	Estimated Completion Date	Metro Greenways \$	Other Grants*	LGU Cash	LGU In-kind in \$
1. Survey of Plant Communities and assessment of the MLCCS information.	November 2010	\$6,412.50	0	\$2,137.50	0
2. Preparation of the Natural Resource Management Plan	May 2011	\$1,893.75	0	\$631.25	0
Totals		\$8,306.25		\$2,768.75	

Documentation for Reimbursement

1. Itemized invoice for the services actually performed and the State's Authorized Representative accepts the invoiced services.
2. Documentation that the invoice has been paid by the Grantee.

Final Report Contents

1. Final project costs by activity.
2. Report of the challenges and success of each activity.
3. Adjustments, if any to the restoration and management plan.

City Council
Date: 11/17/09
REGULAR
Item: 10
MOTION:

AGENDA ITEM: Response to the Metropolitan Council on 2030 Comprehensive Plan Update

THROUGH: Bruce Messelt, City Administrator



SUBMITTED BY: Kyle Klatt, Planning Director

REVIEWED BY: Kelli Matzek, City Planner
Dave Snyder, City Attorney

SUMMARY AND ACTION REQUESTED:

The City Council is asked to review the context of the City's *proposed* response to the Metropolitan Council regarding its June 19, 2009 letter to the City indicating that the 2030 Comprehensive Plan update the City submitted earlier in the year is incomplete with respect to compliance with Lake Elmo's 2005 systems' statement. Upon completion of its review, the City Council is asked to authorize the City to submit the information included herein in response to the notice of incompleteness.

Suggested Motion: *Move that City staff be directed to submit the information presented herein [and/or as amended/modified tonight] in response to the Met Council's notice of incompleteness regarding the 2030 Comprehensive Plan Update.*

STAFF REPORT:

Since receiving the late June the notice of incompleteness, the City has held several discussions with representatives and staff from the Met Council in a good-faith effort to forge a workable pathway toward resolution of outstanding issues, including final approval of the City's 2030 Comprehensive Plan Update. Additional effort and information is forthcoming to the Council with respect to issues and proposed resolutions relating to anticipated future development of Lake Elmo, currently proposed sewer connection timelines and targets, and the like.

However, with respect to the City's 2030 Comprehensive Plan Update, the Met Council specifically noted four elements of the plan that were deemed incomplete:

- *Government Unit Review.* The City of Lake Elmo provided copies of the Comprehensive Plan Update to adjoining communities in June 2009. Under state statutes, these communities have a maximum of six months to review the plan. To date, the City has

received 3 responses back (Washington County, City of Oak Park Heights and City of Stillwater). Given the timing of the Comprehensive Plan update, it is understood that all comments will need to be forwarded to the Met Council once they are received.

- *Community and Individual Sewage Treatment Systems (ISTS).* The Met Council requested updated community and individual sewage treatment systems numbers from the 2006 Comprehensive Plan. Staff has researched these numbers and will be able to provide updated figures.
- *Housing.* The Met Council noted that the Comprehensive Plan update does not acknowledge the City's share of affordable housing in the 2011-2020 time frame and that the plan should state that future updates should include language indicating how the City will work to achieve these targets. Staff has developed a response to this concern, specifically noting that the 2006 Housing Plan was previously accepted by the Met Council and that future land use updates will include implementation strategies for addressing the City's housing needs. Moreover, staff has emphasized with the Met Council the City's desire to address the legitimate issue of allowing development of a range of housing options, but that the City may elect utilization of implementation and fiscal and land use tools – *as is listed by the Met Council as a legitimate response* - rather than the merely suggested density modifications. In doing so, the City intends to explore successful models of workforce and life-cycle housing policies and programs (usually financial and land use based) that allow for creation of just such a housing stock spectrum without sacrificing overall community identity or forcing unwanted area-wide density modifications or specific high-density developments.
- *Implementation.* Minnesota Statutes requires a comprehensive plan to include an implementation section describing the tools, fiscal devices, and official controls that a City will use to implement its plan. The City of Lake Elmo's 2005 Comprehensive Plan submission did not include a separate implementation section, although much of the discussion concerning the City's goals and policies provided a general indication regarding how these goals and policies would be implemented. Each of the major sections updated with the 2009 submission to the Met Council, including Transportation, Surface Water Management, and Water Supply, included detailed implementation provisions. The Parks and Trails sections also included recommended implementation measures. Other sections, including the land use and housing chapter included only limited implementation language. For these chapters, staff reviewed the current provisions contained in the Comprehensive Plan and has suggested implementation language consistent with these provisions. The proposed implementation chapter, therefore, does not contain any language that is not supported elsewhere in the City's Comprehensive Plan.

ADDITIONAL INFORMATION – Proposed Response Summary:

Staff is seeking Council authorization to submit the following information to the Met Council in response to the notice of incompleteness regarding the 2030 Comprehensive Plan Update:

- **Government Unit Review:** The City of Lake Elmo has submitted a copy of the 2030 Comprehensive Plan update to neighboring communities and expects to receive all

comments prior to December 31, 2009. To date, three responses have been received. All comments will be submitted to the Met Council at the end of the official comment period.

- **Community and Individual Sewage Treatment Systems (ISTS).** The information requested is as follows:

	2006	2009 (to date)
ISTS Systems	2,030	2,071
Community Wetland Systems	10	12
"201" Community Systems	7	7

- **Housing.** As part of any future land use updates to the sewer development areas within the City of Lake Elmo, the City will plan for a spectrum and variety of housing options within these areas and promote appropriate mixed-use housing opportunities where so designated in the Village planning area. In addressing this range of housing options, the City may elect utilization and implementation of a variety of fiscal and land use tools – *as is listed by the Met Council as a legitimate response* - rather than relying merely upon density modifications.
- Any decision regarding the mix, type, and location of housing within the community will best be made when more detailed plans are considered for housing in these urban service areas. In doing so, the City intends to explore successful models of workforce and life-cycle housing policies and programs (usually financial and land use based) that allow for creation of just such a housing stock spectrum without sacrificing overall community identity or forcing unwanted area-wide density modifications or specific high-density developments. The City also intends to evaluate its land use plan prior to development within these areas, and submit, as needed, land use updates in order to proceed with appropriate development scenarios studied under the Village Area Alternative Urban Areawide Review. These updates will take into account the overall development options allowed and the implementation tools needed to achieve the City's housing objectives.
- **Implementation.** The attached implementation document has been drafted to comply with the requirements, as specified by the Metropolitan Council.

Please note that the response from the Met Council included several advisory comments. These comments will be incorporated as part of any final submission.

RECOMMENDATION:

Staff and the Planning Commission are recommending that the City Council authorize staff to submit the above information and attached Implementation provisions to the Met Council in response to the letter of incompleteness with regards to the City's 2030 Comprehensive Plan Update.

No viable alternative recommendation has been identified by the City staff to providing such response. As the information compiled is found within the current 2030 Comprehensive Plan Update, to a greater or lesser extent, staff believes full reconsideration of the original submission based upon the Met Council's comments, is neither warranted nor recommended at this time.

ATTACHMENTS:

1. *Proposed* Comprehensive Plan Implementation Section
2. June 19th, 2009 Letter from the Metropolitan Council

ORDER OF BUSINESS:

- Introduction..... Bruce Messelt, City Administrator
- Report by staff..... Kyle Klatt, Planning Director
- Questions from the Council Mayor & Council Members
- Questions/Comments from the public Mayor facilitates
- Call for a Motion Mayor & City Council
- Discussion Mayor facilitates
- Action on motion Mayor Facilitates

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SECTION 1. IMPLEMENTATION

1. Introduction

Once the Comprehensive Plan has been adopted by the City of Lake Elmo, the City intends to begin to implement the goals and strategies to make this vision a reality. This chapter will set forth the actions that the City will take to ensure that the plans, programs and policies set forth in the Plan will be carried out in the decisions that the City makes on a daily basis. This chapter provides guidance for policymakers and staff to determine priority for a wide range of strategies recommended to carry out the plan. This chapter is not intended to include all planning and policy efforts that the City will undertake to fulfill the goals of the Comprehensive Plan. It is intended to identify major initiatives needing time and resources devoted to them.

2. Implementation Strategies

The following section lists the implementation strategies for each chapter of the Plan.

Chapter III. Land Use Plan

1. Review and update the Zoning and Subdivision Ordinances to ensure that they are consistent with the Comprehensive Plan.
2. Update the Zoning Map to be consistent with the Future Land Use Map.
3. Maintain the current holding zones that have been adopted within the planned sewer service areas within the City. Consider rezoning of land for development when sewer service is available.
4. Prepare an amendment to the Land Use Plan that is consistent with the selected development scenario for the Old Village Master Plan.
5. Incorporate mitigation strategies from the Lake Elmo Village Area Final Alternative Urban Area-wide Review (AUAR) as part of the development review process.
6. Conduct a feasibility study related to the Old Village sewer trunk line project.
7. Incorporate elements from the Urban Design Framework (page III-11 of the Land Use Chapter) into development proposals within the Old Village area.
8. Develop a historic preservation plan to promote the preservation of historic resources throughout the City.
9. Prepare zoning amendments to develop new zoning districts and associated regulations specific to the Sewered Residential Development areas within the City. Within the Village planning area, consider the following zoning amendments:
 - a. Creation of a traditional urban development overlay district.
 - b. Adoption of form-based zoning that will address the architectural character of buildings and their relationship to the public realm.

- c. Development of a transfer of development rights (TDR) program to promote preservation of the planned green belt around the Village planning area.
10. Participate as part of a joint planning board to develop zoning regulations for the areas surrounding the Lake Elmo Airport.
11. Plan and install public infrastructure in accordance with the staging plan adopted as part of the Land Use Chapter.
 - a. Limit or accelerate (if it is in the City's interests) the rezoning and platting of land to accommodate the staging plan).
12. Develop a process for the review of population targets when the regional trends do not support building and development activity.
13. Prepare a master plan for the sewer development areas south of 10th Street.

Chapter IV. Housing Element

1. Maintain and improve the condition of the Cimarron Manufactured Home park; facilitative future access to the regional sewer and water systems when these services are available to the park.
2. Enforce the existing housing maintenance requirements for residential properties within the City.
3. Provide for a spectrum of housing options and types within the sewer development areas. Promote mix-used housing opportunities where appropriate in the Village planning area.
4. Incorporate connections to transportation facilities and jobs as part of new development proposals.
5. Review the Zoning and Subdivision Ordinances to ensure that there are not any structural or procedural impediments to the range of housing options consistent with this Plan.
6. Ensure that all new housing, including higher density developments, adheres to the highest possible standards of design and construction.
7. Consider utilization and implementation of a variety of fiscal and land use tools and explore successful models of workforce and life-cycle housing policies and programs that allow for creation of a housing stock spectrum acceptable to both the community and regional objectives.
8. Evaluate the City's land use plan prior to development within these sewer areas, and submit, as needed, land use updates in order to proceed with appropriate development scenarios studied under the Village Area Alternative Urban Area-wide Review.

Chapter V. Water Resources

The City will complete the following specific implementation actions to implement the LSWMP and address issues identified in Section F:

1. The City concurs with and adopts the Watershed Districts Water Management Plans, standards, and rules. The Watershed Districts will continue to enforce surface water regulations and permitting within the City within their geographic areas. The City will coordinate its review of development proposals with the Watershed Districts and will manage land use to support protection of surface and ground waters through its Zoning and Subdivision Ordinance.
2. The City will support the Watershed Districts' implementation of their standards for management of water quantity and quality, including control of peak runoff, volume control, infiltration and filtration, wetland quality, and best management practices to control Total Suspended Solids (TSS), Total Phosphorus (TP), and runoff from development or redevelopment within the City. The Districts will play the primary role in reviewing the storm water plans for development applications within the City, and implement their rules through the review and permit process. The City will provide comments on development applications to the Watershed Districts during the review process.
3. The City will work with the Brown's Creek Watershed District to develop a definitive process for review of development proposals, including a timeline for City comment on BCWD permits.
4. The City will update its ordinances to be consistent Watershed plans, standards and rules, and with NPDES construction storm water permit requirements for erosion and sediment control. The City is in the process of updating the Storm water and Erosion and Sediment Control Ordinance. Currently, the City Code does include provisions that outline the requirements for storm water management and erosion and sediment control; however, the update process will revise language, provide clear, consistent procedures, and consolidate the information in one location.
5. The City will cooperate with the Watershed Districts to address concerns related to impaired waters and as the Districts complete TMDL studies, and will manage land use to avoid impacts to water resources within the City.
6. The City will work to implement the mitigation plan adopted in the Lake Elmo Old Village Area AUAR as the area develops, to protect resources in the Down's Lake Watershed and downstream.
7. Complete the MPCA requirements for ORVW by the end of 2009.
8. The City will work directly with the VBWD to continue to monitor the situation in the Friedrich's Pond area. If potential flooding risks are identified, the City will take the lead with the VBWD assisting in analyzing the problem and determine the appropriate solution. Any permit applications for this area will be reviewed per the City of Lake Elmo Flood Plain Ordinance.
9. The City would consider all options provided in the VBWD Plan for addressing flooding issues near Legion Pond. The preferred corrective action will depend on the timing, urgency, public comment, agency comment, and available funding. The City will work directly with the VBWD to continue to monitor the situation. If potential flooding risks are identified, the City will take the lead with the VBWD assisting in analyzing the problem and determine the appropriate solution. Any permit

applications for this area will be reviewed per the City of Lake Elmo Flood Plain Ordinance.

10. The City will work with the SWWD to identify additional flood storage in the Wilmes Lake subwatershed, and provide additional storage as development or redevelopment occurs within the subwatershed.
11. The City will complete an illicit discharge ordinance and spill containment plan. The City has developed a storm sewer map to identify the drainage path of a spill contaminant. The City is working on gathering and surveying additional information to develop a regulatory control program. Per the SWPPP, the City will also create an illicit discharge ordinance. The City will continue to evaluate the effectiveness of the illicit discharge detection and elimination program.
12. Implement the City's MS4 Permit and SWPPP requirements.
 - a. The City's inspection and maintenance program and pollution prevention/good housekeeping is completed under the MS4 Permit and documented per the SWPPP.
13. *Funding Mechanisms*. The City uses general fund revenues and storm water utility funds to fund improvements when needed to address water quality and quantity concerns and maintain City-owned storm water management facilities. The City's commitments to system maintenance are described in detail in its MS4 permit and SWPPP. The City requires that developers finance the improvements that are required with new development and redevelopment to ensure that private developments meet City and watershed requirements.
14. Capital Improvement Plan (CIP). The City's CIP will include incorporate specific implementation strategies for surface water management as part of the budgeting process.
15. City Ordinances. The City has adopted ordinances that provide standards and regulations to manage water resources. These include the following:
 - a. Chapter 53 Storm water Management Utility
 - b. Chapter 91 Forests and Trees
 - c. Chapter 152 Flood Plain Management
 - d. Chapter 153 Subdivision Regulations
 - e. Chapter 154 Zoning Code
16. After the SWMP and 2030 Comprehensive Plan are adopted, the City will revise or update its ordinances as described in the Goals and Policies section of this plan, to ensure that they meet state requirements and are consistent with the goals of this Plan. Ordinance updates will be completed within 180 days of the adoption of the Comprehensive Plan and LSWMP.
17. City Process. The City of Lake Elmo reviews proposed development per its Subdivision Ordinance. Design must be in compliance with Engineering Design Standards. An approved Watershed District permit is required prior to final plat

acceptance. WCD approval of any wetland impact must be provided if located in BCWD or SWWD. Any impacts to public waters must be reviewed by the DNR. An NPDES Permit must be received from the MPCA when applicable. An approved SWPPP must be provided for all subdivisions. No building permit will be issued until the following has been completed:

Chapter VI. Wastewater Facilities

1. Conduct a feasibility study to determine potential funding sources and implementation strategies related to the trunk sewer line extension along Lake Elmo Avenue and providing sewer service to the Village planning area.
2. Provide new sewer extensions consistent with the sewer staging plan and within the time frames established as part of this plan.
3. Enforce provisions of the current ISTS ordinance for the City.
4. Support the routine inspection and ongoing maintenance of ISTS within the City. Amend existing ordinances as necessary to remain consistent with applicable State and County requirements.

Chapter VII. Water Supply

The Water Supply Plan makes nine specific recommendations for the City to implement over the next few years that will help the City to begin Plan implementation and to respond to immediate issues and concerns. In particular these recommendations are consistent with the proposed 2030 master water system plan while maintaining the flexibility to respond to the aquifer and geographic complexities in Lake Elmo.

The following recommendations are summarized below:

1. Correcting existing deficiencies by constructing two capital improvement projects has been identified as critical in order to provide a safe and reliable water supply to the existing customer base. The two improvement projects are Well and Pumphouse No. 4 and the Keats Avenue Trunk Watermain Extension. Both projects should be constructed as soon as funding can be appropriated. At a minimum, the City should immediately begin the process of siting the well location and pursue any land acquisition that may be needed.
2. Seek funding assistance for the Southwest Area Watermain Extension Project. As a matter of Public Health, this watermain extension project is needed to provide a safe public drinking water to residents in the Torre Pines, Cardinal Ridge, Cardinal View, and Whistling Valley subdivisions. This project is in response to the discovery of PFOA and PFOS groundwater contamination that exceeds established Health Risk Levels (HLV). It is recommended that a city task force be formed with the objective of seeking financial assistance for this project.
3. Continue the use of Well No. 1 and Elevated Tank No. 1, but Plan for their replacement. It is recommended that Well No. 1 and Elevated Tank No. 1 be utilized as long as they remain productive and reliable facilities for the Old Village water

system, however the City must remain ready to replace these aged and under sized facilities once significant work or reconditioning is necessary.

4. Request the necessary review to update the ISO rating to improve property insurance in the City by taking advantage of recent and proposed capital expenditures in the near future.
5. Defer the final decision on Well No. 3 until the MDH requires the City to abandon the well, or until the water system supply decisions for the Eagle Point water system area are more certain.
6. Negotiate a multi-year interim water supply contract with the City of Oakdale. This arrangement could provide an economical interim solution for serving both the South High pressure zone located in the southwest quadrant of the City and possibly the South Low pressure zone located in the southeast quadrant.
7. Investigate the potential of constructing Well No. 5 in the southeast quadrant of the City to more efficiently and economically provide water supply for development in that area.
8. It is recommended that the 2009-2030 Capital Improvement Plan and the 2030 Comprehensive Water System Plan outlined in Table No. 1 and Figure 1 of the Water Resources Chapter be used as the framework and guide for expanding the water system in response to future needs and demands. Incrementally review this plan to re-evaluate its application after significant development activities.
9. Improve Water Conservation. Better progress must be achieved in meeting DNR conservation benchmarks through increased enforcement of current conservation measures and/or through the implementation of additional conservation measures. The City will complete a Water Supply Plan for the Department of Natural Resources (DNR) and adopt a water conservation rate structure meeting DNR approval. As part of these efforts, City staff must diligently pursue and acquire additional water appropriations. Current water use exceeds the permitted water appropriations and the City cannot construct a new well until the appropriation permit has been updated.

Chapter VIII. Transportation

The following program will be implemented in order to ensure that the City's Transportation goals and policies are met.

1. The City will continue to advocate for a transportation network that coincides with the overall goals of the City, which places an emphasis on safety, multimodal design, and preservation of the community's rural character.
2. The City will continue to work with surrounding Cities, Washington County, the Minnesota Department of Transportation, and other government agencies in development of a transportation network consistent with the goals and policies of this plan.
3. The City will work with developers for improvements to the transportation network that will serve its goals and strategies. A specific example is the creation of a Minor Collector road between 10th Street (CSAH 10) and Hudson Boulevard (I-94 frontage

- road). This new roadway would reduce traffic volumes on 10th Street (CSAH 10) and Hudson Boulevard (I-94 frontage road), eliminating the need for four-lane facilities.
4. The City will participate in coalitions and multi-jurisdictional efforts for improvements to the transportation network that coincide with the overall goals of the City. This could include corridor studies/groups, transit oversight panels, and/or construction projects.
 5. The City will continue to improve the transportation network to reflect all modes of travel.
 6. The City is supportive of the four major focus areas in pursuit of safety improvements: Education, Enforcement, Engineering, and Emergency Medical Services. Combination of these focus areas result in better solutions to targeted or general safety issues. Of particular concern are the areas around schools and keeping students safe. Applying these major focus areas towards the school areas is encouraged and expected.
 7. The City will continue to pursue a TH 36 access and connectivity plan to provide a safe and adequate service to residents of Lake Elmo while minimizing traffic bypassing through the city. The City will work with the County and the State on the ultimate plan for TH 36, including its connections to the City.
 8. The City supports improvements that will eliminate the need for a four-lane facility on Stillwater Boulevard (TH 5). Examples of improvements could include one or more of the following: upgrade TH 36 to "freeway" status, upgrade of Manning Avenue (CSAH 15) to a four-lane facility, reconfiguration of the Stillwater Boulevard (TH 5)/Manning Avenue (CSAH 15) intersection with the 40th Street (CSAH 14)/Manning Avenue (CSAH 15) intersection to create a single four-legged intersection, access management, alternative intersection control, expanded transit opportunities, and expanded trail system. These options could allow for more extensive landscaping and streetscaping on Stillwater Boulevard (TH 5), consistent with its expected redevelopment.
 9. The City will continue to support improvements that will maintain the rural character of Lake Elmo Avenue, in particular along the eastern shoreline of Lake Elmo.
 10. The City supports increased transit opportunities along all of its identified transit corridors; TH 36, Stillwater Boulevard (TH 5), and I-94. Planning for future transit integration is particularly important for the Village Area near Stillwater Boulevard (TH 5), to reduce traffic volumes and potential congestion.
 11. The City will update and refine their Capital Improvement Plan to be consistent with the goals and strategies described in this plan.
 12. Capital Improvement Plan. The Capital Improvements Plan (CIP) is the financial planning mechanism used by communities to plan for long-term major expenditures. Lake Elmo adopts a 5-year CIP annually. Each year is it reviewed and revised as priorities change. The upcoming year of the CIP is used to aid in the annual budgeting process. Each year the City adopts an annual budget. Expenditures are made in accordance with this budget for the following year. The transportation improvements will be included as part of the City's ongoing capital planning efforts.

Chapter IX. Park Plan

Park Planning

1. The Parks Commission shall make recommendations to the City Council on plans and policies governing the location, design, maintenance, and public use of parks.
2. In order to seek opinions and diverse recreational interests, the City Council shall appoint residents to the Lake Elmo Parks Commission who have various backgrounds.
3. Park planning will include public participation, and a forum will be provided for open discussion of issues to ensure early and continuing public participation in park planning.
4. The park system principles outlined in the Comprehensive Plan should be used to guide decision-making
 - a. The park system shall showcase, preserve, and respect the City's natural resources, and the location of our natural resources shall guide the placement and uses of our parks.
 - b. Parks shall be located so that all current and prospective neighborhoods have a local park where practical and appropriate.
 - c. City parks shall be connected to each other and to prominent destinations within and outside of the city through a system of trails as identified in the 2006 Comprehensive Trail Guide Plan.
 - d. A significant park shall be located within the village planning area and serve as a community gathering place and landmark.
 - e. The park system shall serve a diversity of interests and accommodate a wide range of abilities for citizens of all ages. The parks system shall support and foster a diverse range of activities, including sports, arts, music, festivals, informal and formal gatherings, picnicking, nature appreciation, and other activities.
 - f. The park system shall be easily accessible to the general public.
 - g. Dedicated park land shall not be used for non-recreational or non-conserving purposes.
5. Lake Elmo's demographic makeup and associated changes in recreational facility needs should be periodically evaluated.
6. Information about Lake Elmo's natural landscape should continue to be used to guide the location and design of future parks.

Park Acquisition and Development

1. The parks classification system and park standards should be used as a guide when developing new parks or planning improvements to existing parks. The park

standards should be periodically updated so that parks are developed in a consistent manner throughout the community while maintaining flexibility to highlight the unique attributes of each park.

2. Additional park land should be obtained through purchase, parkland dedication, donation, land exchange, or easement.
3. The city should explore grants or partnerships for natural resource stewardship and park development. Potential resources include the Department of Natural Resources Metro Conservation Corridors program, Federal Land and Water Conservation Funds through the DNR, DNR Fishing Pier Grants, DNR Natural and Scenic Area Grants, Washington County's conservation bond funds, Minnesota Land Trust, and the Washington Conservation District.
4. The City should periodically evaluate park dedication requirements for subdivisions.

Park Maintenance

1. The city should maintain clean, orderly, safe, and attractive parklands and recreational facilities within city budgetary limits.
2. The city should develop comprehensive maintenance and management plans for active and passive parkland.
3. To ensure a quality recreational experience for park users, the city should have a Parks and Recreation Department to manage its facilities.

Recreational Programming

1. The City should communicate with organizations, agencies, and other entities that provide recreational programming for Lake Elmo residents to explore possibilities for collaboration and coordination.

Chapter X. Trail System Plan

1. Establish priority trail segments to implement the trail system outlined in the plan. These priorities are grouped as follows:
 - a. Existing on-street routes:
 - i. Evaluate the need for additional signage, pavement marking, and physical improvements needed to improve the safety and effectiveness of each route.
 - ii. Include identified improvements in street maintenance and the City Capital Improvement Plans.
 - b. Proposed on-street routes:
 - i. Evaluate shoulder condition, the physical condition, needed signs, and other deficiencies.
 - ii. Develop a list of improvements that are needed (including safety improvements) to include a part of a trail system.

- iii. Develop a priority list for needed improvements.
 - iv. Include identified improvements as part of the Capital Improvement Plan.
 - v. Provide upgrades with City maintenance staff whenever possible.
 - c. Existing off-street trails:
 - i. Evaluate the condition of public trail segments, reviewing safety features and needed improvements.
 - ii. Include identified improvements as part of the Capital Improvement Plan.
 - iii. Provide upgrades with City maintenance staff whenever possible.
 - d. Private off-street trails:
 - i. Evaluate private trail segments for potential inclusion into the public system.
 - ii. Negotiate with private landowners and homeowner associations to incorporate private trail segments into the public system.
 - e. Proposed off-street trails:
 - i. Incorporate planned trails as part of future development project approvals.
 - ii. Consider opportunities to retrofit new trails through existing developments when it is feasible to make connections to the public system.
2. Develop a policy regarding which trails will be open during the winter months and the City's maintenance standards for trails during these times.
3. Perform surface maintenance on existing trails as needed.
4. Conduct conceptual study for selected trail segments, identifying preferred alignments and assessing feasibility for acquisition, construction, and other associated costs.
5. Pursue funding options for trail improvements:
 - a. Federal aid funding
 - b. State DNR grants
 - c. Legislative Commission on Minnesota Resources
 - d. Private donations
 - e. County funding
 - f. City funding
6. Establish trail maintenance as part of the city budget.
7. Allocate funds for trails as part of the capital improvement planning process.

Chapter XI. Resource Protection

Historic Preservation Resources

1. Continue to work with the Oakdale Lake Elmo Historical Society and Washington County Historical Society to further protect and preserve aspects of Lake Elmo's historic record.
2. Develop a master list of historic properties within the City.
3. Preserve historic rural buildings as part of open space developments in Rural Agricultural Density areas and other development project where appropriate.

Solar Access

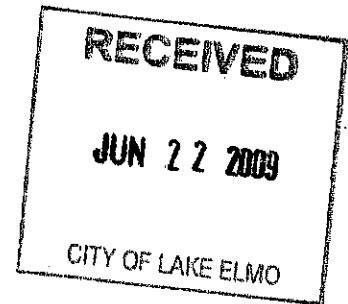
1. Continue to monitor zoning district height, setback, and other requirements to ensure that adequate access to solar energy is maintained.
2. Encourage LEED development standards for land development and construction activity in newly developing areas.
3. Utilize conservation development standards to promote energy efficiency and access to solar energy in new residential developments.

Aggregate Resources

1. Continue to monitor existing land and gravel extraction sites that have been permitted as a conditional use by the City.
2. Consider aggregate resources as part of ongoing land use planning and development activities.

June 19, 2009

Kyle Klatt, Planning Director
City of Lake Elmo
3800 Laverne Avenue North
Lake Elmo, MN 55042



RE: Lake Elmo Comprehensive Plan Update – Incomplete for Review
Metropolitan Council Review File No. 20599-1
Metropolitan Council District 12

Dear Mr. Klatt:

Thank you for submitting the Lake Elmo Comprehensive Plan Update (Update), received on May 29, 2009. The Council staff finds the Update incomplete for review for Government Unit Review, Community and Individual Sewage Treatment Systems, Housing, and Parks. This letter identifies the additional information, clarifications, and other items that are required to be complete for review. The Council's review will be suspended until the City submits the requested items and the Council staff determines that the Update is complete for review. This letter also includes advisory comments, which indicate minor revisions to information that are outside of the completeness determination and are noted for your consideration.

REQUIRED MATERIALS

Government Unit Review (Lisa Barajas, 651-602-1895)

The Update is incomplete for the adjacent and overlapping jurisdictional 6-month review requirement has not been fulfilled. As indicated on the City's 2008 Comprehensive Plan Update Transmittal Form, the Update was sent to the adjacent governmental units, school districts, and other overlapping districts on May 29, 2009.

Advisory Comment

Pursuant to Metropolitan Council action (Business Item 2008-330, December 10, 2008) granting the City an extension to the Comprehensive Plan Update submittal deadline, in order to accommodate the statutory 6-month governmental review requirement, the City must submit its final Update no later than December 31, 2009, and notify the Council of any changes made to the Update from the May 29, 2009 submission.

Community and Individual Sewage Treatment Systems (ISTS) (Jim Larsen, 651-602-1159)

The Update is incomplete for review of ISTS. The existing 2006 comprehensive plan indicates that there were 2,030 ISTSs, 10 community wetland treatment systems, and seven "201" community septic treatment systems. The City's 'Individual and Community Wastewater Treatment System' Code Chapter 51 is consistent with MPCA Rules and with Council policy requirements.

Because the City did not submit an updated Wastewater Facilities Chapter of the Update, the ISTS program information is out of date. The Update needs to provide updated community and individual sewage treatment system numbers to reflect the existing situation.

Housing (Linda Milashius, 651-602-1541)

The Update is incomplete for addressing affordable housing. An updated housing element was not submitted for review at this time. The Update needs to acknowledge the City's share of the regional

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affordable housing needs. Based on the City's current growth forecasts in the Memorandum of Understanding, the City's share for the 2011-2020 timeframe is 661 affordable housing units. Sample language that the City could include in the housing element is as follows:

The Metropolitan Council has identified new affordable housing needs for all cities and townships within the Twin Cities Metropolitan Area for the period from 2011 to 2020. The housing plan element of local comprehensive plans is required to reflect the community share of the forecasted need for affordable housing. The City share of the regional need is 661 affordable housing units.

The housing element also needs to acknowledge that the Update will be revised upon completion of special area planning efforts for the Village and South of 10th Street areas. These forthcoming updates will show how the City will accommodate its share of the affordable housing need, including the following:

1. Guiding land for medium or high density residential development or accommodating the opportunity for the development of affordable housing for the 2011-2020 timeframe. Note: A density of no less than 6 units per acre is considered the lowest that may accommodate affordable housing development. The Council calculates the City's capacity to accommodate forecasted growth by using the lowest end of the density range for residential land use categories.
2. Identifying implementation programs and tools (i.e. fiscal devices and land use guiding) that the City will use to provide opportunities for the development of affordable housing.

Implementation (Lisa Barajas, 651-602-1895)

The Update is incomplete for implementation. Minnesota Statutes 473.859, Subd. 4 require the comprehensive plans include an implementation program that includes a description of the tools, fiscal devices, and official controls that the City intends to use to implement the Update, a capital improvement program (CIP), and a housing implementation program as discussed in the Housing section of this letter. Section 7 of the *Local Planning Handbook* (<http://www.metrocouncil.org/planning/LPH/LPHSect7.pdf>) provides a more detailed description of the requirements for the Implementation element of the plan. Please contact staff for additional assistance with this requirement.

ADVISORY COMMENTS

Aviation (Chauncey Case, 651-602-1724)

Council staff advises the City that the Council has approved the MAC 2025 Long-term Comprehensive Plan preferred alternative for the Lake Elmo Airport. When the joint airport zoning board zoning ordinance is approved by MnDOT, the Update will need to reference this ordinance.

Parks (Jan Youngquist, 651-602-1029)

While the City has prepared an updated Park and Recreation Plan, the land use component of the Update needs to acknowledge parcels within the boundaries of Lake Elmo Park Reserve that have not yet been acquired by Washington County. These parcels are known as inholdings.

In August 2006, the Metropolitan Council approved the Lake Elmo Park Reserve Master Plan, in which Washington County identified inholding parcels to be acquired for the park reserve. The City

has done an excellent job with its Comprehensive Park and Recreation Plan, which identifies the inholdings on the 2030 Park System Plan Map (Map 7, part 3-15). However, the City has indicated that the land use component of the existing comprehensive plan has not yet been updated. Since the Lake Elmo Park Reserve Master Plan was approved after the City's existing comprehensive plan, the land use component of the Update needs to be revised to guide the future land use of the park reserve's inholdings to be consistent with park and open space uses.

Transportation (Ann Braden, 651-602-1705)

Council staff notes the following items that have changed since approval of the City's existing comprehensive plan in 2006. The final version of the Update should be updated to reflect the following:

1. On page 50, paragraph c, the Laverne Avenue and 34th Street/Stillwater Boulevard (TH 5) Park and Ride was closed due to low usage. The Park and Ride symbol should also be removed from the Figure 11 map.
2. On page 50, paragraph c, the Guardian Angels Park and Ride was recently expanded from 150 spaces to 425 spaces and usage stands at approximately 300 cars.
3. On page 50, paragraph c, the summary should also include the Christ Episcopal Church Park and Ride next to Woodbury Lutheran Church Park and Ride. This facility has space for 90 cars and has a daily usage of 25 cars.
4. On page 54, paragraph b, TH 36 Transit Corridor summary should delete the reference to a proposed park and ride at TH 36 and I-694. Although this site was included in previous plans, it has been deleted in the in the new Park and Ride Plan.
5. On page 55, the third paragraph describes the location of the planned park and ride on the south side of I-94 in Woodbury between Keats and Manning Avenue. The location of the new park and ride is proposed to be at I-94 and Manning Avenue.

Land Use (Lisa Barajas, 651-602-1895)

The City has recently completed the Village Alternative Urban Areawide Review (AUAR). Council staff would like to reiterate that the City needs to update the land use chapter of the Update to reflect the development scenario chosen for the Village. This update should either be included as part of the final review submittal of the Update or as a comprehensive plan amendment at a later date.

Council staff would like to take this opportunity to remind the community of the terms and conditions of the granted submittal extension. Pursuant to Council action taken on December 10, 2008, the Council adopted the following terms and conditions relating the City's submission of the decennial Update:

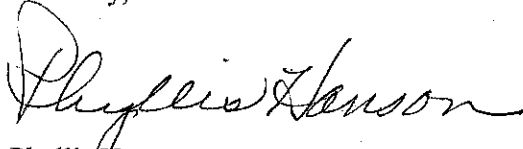
1. If the City submits the Update to the Council by May 29, 2009 that is "complete" for review as defined in the Council's *Local Planning Handbook* and the adjacent review requirements have been completed by May 29, 2009, the City will be eligible to receive the second disbursement of grant funds described in the grant agreement.
2. If the adjacent review requirements have not been completed by May 29, 2009, but the City submits the Update to the Council by May 29, 2009 that otherwise is "complete" as defined in the Council's *Local Planning Handbook*, the City will be eligible to receive the second disbursement of grant funds described in the grant agreement.

3. If the City has not submitted the Update by May 29, 2009 that is "complete" as defined in the Council's *Local Planning Handbook*, the City must repay by July 30, 2009 all grant funds paid to the City under the grant agreement.
4. The grant agreement should be amended to: (a) extend the December 31, 2008 plan update submission deadline to May, 29, 2009; (b) reflect these terms and conditions; (c) make the execution of the grant amendment expressly conditioned on the City's acceptance of these terms and conditions; and (d) require a written bi-monthly progress report that describes in reasonable detail the City's progress toward meeting the May 29, 2009 deadline; and (e) in order to accommodate the statutory 6-month adjacent and special jurisdiction review period, the community must submit its final Update no later than December 31, 2009, and notify the Council of any changes made to the Update from the May 29, 2009 submission.

To expedite the Council staffs' review of supplemental materials submitted in response to incomplete items, please provide a cover memo that outlines where and how the incomplete items are addressed in the new material. Please submit a signed paper copy of the cover memo along with a digital copy of the areas where changes were made.

After all of the required elements of the Update are submitted and found complete, Council staff will begin the official review process. Please do not hesitate to contact Lisa Barajas, Sector Representative, at 651-602-1895, or the listed technical review staff with any questions or for additional assistance.

Sincerely,



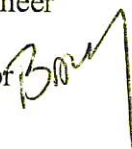
Phyllis Hanson, Manager
Local Planning Assistance

CC: Sherry Broecker, Metropolitan Council District 12
Lisa Barajas, Principal Reviewer / Sector Representative
Cheryl Olsen, Reviews Coordinator

City Council
Date: 11/17/09
REGULAR
Item: 11
MOTION:

AGENDA ITEM: Consider Developer's Request for an Extension of the Completion Deadline for the Whistling Valley Development

SUBMITTED BY: Ryan Stempki, Assistant City Engineer

THROUGH: Bruce A Messelt, City Administrator 

REVIEWED BY: Kyle Klatt, Planning Director
Dave Snyder, City Attorney
Jack Griffin, City Engineer

SUMMARY AND ACTION REQUESTED:

The City Council is being asked to consider a request by the Developer to extend the required completion date for the remaining improvements of Whistling Valley I, II, and III (see Attachment No. 1). Per the Whistling Valley III Development Agreement, all items were to be completed by October 31, 2009.

Throughout 2009, staff has been working with the developer to complete the remaining improvements in accordance with the original development agreement, and with the intention of paving the final lift of bituminous at one time for all 3 phases. In October, 2009 staff met with the developer and received a request to extend the completion deadline. The developer indicated that there has been insufficient cash flow due to the lack of lot sales, and has been working to refinance current loans to raise the needed cash.

Along with the Developer's request for an extension, staff has worked with the developer to create an acceptable schedule to complete the remaining improvements (see Attachment No. 2). The proposed schedule requires all items to be completed by June 30, 2010.

MOTION FOR CONSIDERATION:

“Move to allow an extension to complete all remaining items in Whistling Valley I, II, and III in accordance with the attached schedule with a final completion date of June 30, 2010.”

REMAINING ITEMS:

Whistling Valley I & II:

Street and curb patching, edge control, surface water maintenance, paving of the final lift of pavement, and Record Drawings.

Whistling Valley III:

Wear course paving, landscaping improvements and restoration, pedestrian bridge construction, community well construction, and Record Drawings.

FINANCIAL SECURITY:

Performance bonds have been issued to the City of Lake Elmo in the amount of \$43,750 for Whistling Valley I, \$135,000 for Whistling Valley II, and for \$684,250 for Whistling Valley III, for a total financial security in the amount of \$863,000. Staff has reviewed the estimated cost of the remaining improvements and has determined that the remaining security is sufficient for the work to be completed.

ATTACHMENTS (2):

1. Developer's Extension Request Letter
2. Proposed Schedule of Remaining Items

ORDER OF BUSINESS:

- Introduction..... Bruce Messelt, City Administrator
- Report/Presentation..... Kyle Klatt, Planning Director
..... City Engineer
- Questions from the Council Mayor & Council Members
- Questions/Comments from the Public Mayor Facilitates
- Call for a Motion Mayor & City Council
- Discussion Mayor Facilitates
- Action on motion Mayor Facilitates

10/29/2009

CITY OF LAKE ELMO
ATTN: KYLE KLATT
3800 LAVERNE AVE N.
LAKE ELMO, MN 55402

MR. KYLE KLATT:

I APPRECIATED THE TIME THE OTHER DAY TO MEET AND DISCUSS THE REMAINING IMPROVEMENTS FOR WHISTLING VALLEY - PHASES 1 - 3.

I'M IN RECEIPT OF THE PUNCH LIST PREPARED BY RYAN STEMPSKI (TKDA) AND IN COMPLETE AGREEMENT AS TO IT'S CONTENT AND EXECUTION. WE HAVE ALREADY BEEN WORKING AT SHORING UP SILT FENCES, SWEEPING STREETS TO ELIMINATE SILT AND SAND, AND RE-PLANTING THE DEAD TREE'S PER THE INSTRUCTIONS OF THE CITY FORESTER. THE NEW TREES WILL BE ARRIVING LATE NEXT WEEK.

MEANWHILE -- WE HAVE BEEN ACTIVELY ENGAGED IN REFINANCING OUR CURRENT LOAN AT WHISTLING VALLEY WITH A NEW LENDER. OUR CURRENT LENDER IS NO LONGER ALLOWED TO ADVANCE ANY FUNDS ON REAL ESTATE LOANS WITHOUT SIGNIFICANTLY REDUCING THEIR CURRENT PORTFOLIO. WE EXPECT THIS NEW LOAN WILL BE IN PLACE IN EARLY JANUARY ALLOWING US TO COMPLETE THE IMPROVEMENTS IN ALL PHASES IN 2010.

WE ARE ASKING THE CITY OF LAKE ELMO FOR AN EXTENSION OF TIME TO ALLOW US TO COMPLETE THESE IMPROVEMENTS AND "PUT THE FINAL TOUCHES" ON ONE OF THE BEST RESIDENTIAL DEVELOPMENTS IN THE EASTERN SUBURBS.

SINCERELY,



DAVID SORENSON
WHISTLING VALLEY

Remaining Items to be Completed by Dates Provided

The City Engineer must be notified 24 hours prior to any construction activity.

The City Engineer must also be notified within 24 hours of completion of each item to perform a final review.

Note: Erosion and Sediment Control must be consistently maintained for the entire site until final acceptance.

Whistling Valley Phase I – Each Item to be Completed by Following Date:

1. Perform street patching and edge control placement – **November 30, 2009**
2. Perform maintenance on storm sewer outfalls – **December 30, 2009**
3. Cross sections of ponds and infiltration basins must be surveyed to verify storage depths. Ponds and infiltration basins must be graded to Final Plan elevation. – **December 30, 2009**
4. All sediment in storm sewer lines must be cleaned out – **December 30, 2009**

Winter 2010

1. Complete “As-built” record drawings – **March 1, 2010**

Spring 2010

1. Wear course paving – **June 30, 2010**

Whistling Valley Phase II – Each Item to be Completed by Following Date:

1. Perform street patching and edge control placement – **November 30, 2009**
2. Complete tree replacement – **November 30, 2009**
3. Perform maintenance on storm sewer outfalls – **December 30, 2009**
4. Cross sections of ponds and infiltration basins must be surveyed to verify storage depths. Ponds and infiltration basins must be graded to Final Plan elevation. – **December 30, 2009**
5. All sediment in storm sewer lines must be cleaned out – **December 30, 2009**

Winter 2010

1. Complete “As-built” record drawings – **March 1, 2010**

Spring 2010

1. Wear course paving – **June 30, 2010**

Whistling Valley Phase III – Each Item to be Completed by Following Date:


Spring 2010

1. Wear course paving – **June 30, 2010**
2. Complete all landscaping improvements with approval of the City Forester – **May 31, 2010**
3. Verify all storm water ponds and infiltration basins are constructed to plan – **May 31, 2010**
4. Complete restoration– **June 30, 2010**
5. Installation of the pedestrian bridge– **May 31, 2010**
6. Community Well Installation – **May 31, 2010**
7. Complete “As-built” record drawings– **June 30, 2010**

City Council
Date: 11/17/09
REGULAR
Item: ~~13~~ 12
MOTION:

AGENDA ITEM: Authorization to Proceed with Formulation of 2010 Street Assessments and Overall Update of City Assessment Policies by Finance Subcommittee

SUBMITTED BY: Jack Griffin, City Engineer

THROUGH: Bruce A. Messelt, City Administrator 

REVIEWED BY: Dave Snyder, City Attorney
Tom Bouthilet, Finance Director

SUMMARY AND ACTION REQUESTED:

The City Council is asked to approve formulation of the City's 2010 Street Assessments, based upon the information provided at the November 10th Workshop and attached herein. Once formulated, this information will be provided to the Finance Committee for consideration and review and to the City Council for final approval.

In addition, the City Council is asked to assign the review of the city's overall Assessment Policies to its Finance Review Subcommittee. This Subcommittee will work with the City Administrator, City Engineer and City Attorney to review and update the overall City Assessment Policy for full Council consideration.

MOTION FOR CONSIDERATION:

“Move to direct preparation of 2010 Street Assessments, as presented, and to charge the Finance Subcommittee and City staff with reviewing and updating the City's overall Assessment Policies, so as to bring such into greater conformance with current laws, practices and City objectives. ”

BACKGROUND INFORMATION:

Current City Assessment Policies were last substantially updated in 1996. Since that time, significant changes have taken place within Lake Elmo and in State law and court decisions regarding assessment policies and practices. In early 2009, the City Council began the review of the assessment policy as it related to street improvement projects and adopted a project specific assessment policy for the 2009 Street Improvements. At that time the City Council expressed the desire to continue the review process of the overall assessment policy for the City.

A Council Workshop was held on November 10, 2009 to review proposed 2010 Street Assessment policies and to initiate the overall review process. Council consensus was to proceed with preparation of 2010 Street Assessments are presented and to charge the Finance Subcommittee to work with staff to review overall City Assessment Policies and to develop a proposed updates for future Council consideration.

ATTACHMENTS:

Proposed 2010 Street Assessment Policy Outline

ORDER OF BUSINESS:

- Introduction..... Bruce Messelt, City Administrator
- Report/Presentation..... Jack Griffin, City Engineer
- Questions from the Council Mayor & Council Members
- Questions/Comments from the Public Mayor Facilitates
- Call for a Motion Mayor & City Council
- Discussion Mayor Facilitates
- Action on motion Mayor Facilitates

Proposed 2010 Street Assessment Policies

The City's 2010 Special Assessment Policy for Street Improvements will continue to assess 30% of residential street reclaim costs to benefitting properties. The "equivalent unit lot" method will be employed in identifying benefitting properties. For reclaim projects:

- The "equivalent unit lot" method employed in identifying benefitting properties will be based upon current underlying zoning and development potential. Assessments for undeveloped lot units will be deferred until such time as development occurs;
- To the extent allowable under state law, future rezoning of benefitting properties will include language in applicable approvals and development agreements denoting contributions equivalent to this street assessment policy for each new benefitting property, pro-rated for applicable accrued interest and depreciation;
- For reclaim projects, sizing or other modification to existing residential streets (such as width and/or pavement sections or applications in variance of standard residential needs) will be considered either by petition of the benefitting property owners or by the City. Costs for such ancillary improvements will be born fully by either by the benefitting properties or the City;
- Reclaim of certain residential streets may include installation of new storm sewer systems and/or rain gardens. Inclusion and apportionment of benefits of such improvements will be determined on a case-by-case basis and assessed accordingly between the benefitting properties and the City's overall storm water management objectives;
- Any assessments for arterial and collector roadway reclaim improvements (none are currently scheduled for 2010) will be limited to the same 30% of the average cost for residential reclaims for that year;
- To the extent allowable under state law, the City shall employ the most reasonable and flexible financing options, to include immediate first-year pay-off options for benefitting properties, periodic pay-off options defined in conjunction with bond issuances, and accumulating interest at a rate not to exceed prime + 1%.

For Street Reconstruction/Construction Projects (none are currently scheduled for 2010):

- The longer-term benefits and larger per-benefitting unit costs of Street Reconstruction projects will be evaluated on a case-by-case basis;
- Unless otherwise determined, the above Assessment Policy for Street Reclaim Projects will be employed for Street Reconstruction Projects;
- For Street Construction upgrades from gravel to pavement for residential streets, the City will work with the identified property owners to generate a petition for improvement, based upon estimated cost and assessment;

- Such gravel road upgrades may include installation of new storm sewer systems and/or rain gardens. Inclusion and apportionment of benefits of such improvements will be determined on a case-by-case basis and assessed accordingly between the benefitting properties and the City's overall storm water management objectives;
- Any assessments to benefitting properties for arterial and collector roadway improvements from gravel to pavement (none are currently scheduled for 2010) will be limited to 30% of the average or estimated cost for similar residential reconstructions for that year.

For Street Reconstruction/Construction Projects (none are currently scheduled for 2010):

- New residential street construction will continue to be addressed via applicable Development Agreements.

Local Street Improvements

Assessment Rate: 30%

CIP Year	Neighborhood Area	Total Est. Project Cost	Assessable Properties	Assessable Contribution	Per Unit Assessment	City Contribution
2009 Reclaims Reclaims	2009 Street Improvements	\$ 588,000	91	\$ 175,200		\$ 412,800
	Eden Park, Eden Park 2, The Forest	\$ 516,000	64	\$ 153,600	\$ 2,400	\$ 362,400
	Legion Avenue N (No Curb / Narrow Street)	\$ 72,000	27	\$ 21,600	\$ 800	\$ 50,400
2010 Reclaims Reconstruct	2010 Street Improvements	\$ 512,000	57	\$ 153,600		\$ 358,400
	Isle Ave, Jane Rd, 53rd Street, 57th Street	\$ 372,000	51	\$ 111,600	\$ 2,188	\$ 260,400
	28th Street (Upgrade from Gravel Rd)	\$ 140,000	6	\$ 42,000	\$ 7,000	\$ 98,000
2011 Reclaims Reconstruct	2011 Street Improvements	\$ 613,000	50	\$ 183,900		\$ 429,100
	Laverne, Layton, Leeward, 11th, 12th, 10th	\$ 373,000	43	\$ 111,900	\$ 2,602	\$ 261,100
	Kirkwood Ave (Upgrade from Gravel Rd)	\$ 240,000	7	\$ 72,000	\$ 10,286	\$ 168,000
2012 Reclaims Reconstruct	2012 Street Improvements	\$ 731,000	90	\$ 219,300		\$ 511,700
	Highlands, Demont., Hytrail, 53rd, 59th	\$ 656,000	90	\$ 196,800	\$ 2,187	\$ 459,200
	Manning Ave (Developer Contribution)	\$ 75,000	0	\$ 22,500		\$ 52,500
2013 Reclaims	2013 Street Improvements	\$ 463,000	102	\$ 138,900		\$ 324,100
	Kelvin, 36th-39th, Innsdale, Deer Pond	\$ 463,000	102	\$ 138,900	\$ 1,362	\$ 324,100
TOTALS	2009 Street Improvements	\$ 2,907,000	390	\$ 870,900		\$ 2,036,100