

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

June 15, 2010 – Revised (Items #9 & #10)

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 June 1, 2010 City Council minutes
 - Approval of the June 8, 2010 Minutes from the Special Meeting of the City Council
- 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.

**** 2010 Legislative:** Hon. Julie Bunn, MN State Representative (56A) - *Confirmed*
Session Recap ** Hon. Kathy Saltzman, MN State Senator (56) - *Invited*
- 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. Designate Human Resource Committee and Assessment Policy Committee
- J. REGULAR AGENDA:
 - 4. Huff’n Puff Proclamation
 - 5. Presentation and Acceptance of the 2009 Audit and Financial Report
 - 6. Rosalie Wahl Library – Resolution
 - 7. Municipal State Aid Revision - Resolution Nos. 2010-028, 2010-029

K. REPORTS AND ANNOUNCEMENTS:

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

- Mayor and City Council – Malmquist proposal
- Administrator
- City Engineer
- Planning Director

L. Adjourn to a Closed Meeting RE: Legal Issues and Strategies relating to continued existence and management of contaminated potable water (*Minn. Stat. § 13D.05, subd. 3 (b). governing Attorney-Client Privilege*)

8. Executive Session Re: Discussion of Legal Issues and Strategies relating to continued existence and management of contaminated potable water

M. *Time-Sensitive Agenda Items* – Added for Council consideration due to impending end-of-month delay between regular City Council Meetings. Recommended for inclusion as part of Consent Agenda.

9. AGREEMENT FOR SERVICES between the City of Oakdale and City of Lake Elmo for vehicle repairs/maintenance.

10. Contract and purchase approval for a “Qwest 911 ALI Database Extract”

A social gathering may or may not be held at the Lake Elmo Inn following the meeting

City of Lake Elmo
City Council Meeting Minutes

June 1, 2010

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

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

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

APPROVAL OF AGENDA

MOTION: Council Member Park moved to approve the June 1, 2010 City Council agenda, as amended (Add: #8 agenda items to the consent agenda). Council Member Smith seconded the motion. The motion passed 5-0.

GROUND RULES:

APPROVED MINUTES:

The May 18, 2010 City Council minutes were approved by consensus.

PUBLIC COMMENTS/INQUIRIES: None

CONSENT AGENDA:

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

- Approve payment of disbursements and payroll in the amount of \$94,198.57
- Approve Resolution No. 2010-027 accepting the bids and awarding a contract for the 2010 street and water quality improvements per the engineers letter of recommendation for the award of the contract to T.A. Schifsky & Sons Inc. in the amount of \$435,565.41
- Award a Construction contract to ModSpace in the amount of \$7,620.00 and to Capra Utilities in the amount of \$11,675.00 for the City Hall Annex Improvements
- Authorize American Engineering Testing, Inc. to perform Geotechnical Services for the proposed drainage improvements to Lions Park in the amount of \$2,100.00

REGULAR AGENDA:

Thank you from Fire Relief Association

District Chief Brad Winkels, Fire Relief Association, thanked the City Council for the show of financial and public support with their recent \$1,000 donation.

Conditional employment offer to probationary firefighter to Amanda Hair, Robin Goodspeed, Tony Frenier and Justin Johnson

MOTION: Council Member Emmons moved to offer Amanda Haire, Robin Goodspeed, Tony Frenier and Justin Johnson employment with the City of Lake Elmo as probationary firefighters, contingent upon their passing physical and psychological screenings. Council Member DeLapp seconded the motion. The motion passed 5-0.

Consideration of an application for a variance from the 150 foot OHWL setback in the shoreland district to allow the construction of an attached garage with living space above at 11950 21st Street – Added to Consent Agenda

The Council was being asked to consider a request from Richard Heath to tear down an existing garage and build a new attached garage with living space about at 11950 21st Street N. The proposed building will be attached to the existing home and is intended to replace an existing attached garage on the site for which a variance was granted in 1981. The new building would be located 35 feet from the OHW of Downs Lake where a 150 foot structure setback is required. The Planning Commission and staff determined all criteria were met.

MOTION: Council Member DeLapp moved to adopt Resolution No. 2010-026 approving a variance from the required setback from the ordinary high water line of Downs Lake at 11905 21st Street N. Council Member Smith seconded the motion. The motion passed 5-0.

Municipal Separate Storm Sewer System (MS4) Permit Program – Annual public meeting and accept the 2009 MS4 annual report

Ryan Stempski, Assistant City Engineer, reported the City Council is being asked to conduct the Municipal Separate Storm Sewer System (MS4) permit program Public Annual meeting and accept the 2009 MS4 Annual Report. In accordance with the City's permit, the 2009 MS4 Annual Report must be submitted to the MPCA by June 30, 2010.

Mayor Johnston opened up the public meeting and there was no one to speak for or against the report. A copy of the report can be found on the City website.

MOTION: Council Member Smith moved to accept the Municipal Separate Sewer System (MS4) Annual Report for 2009, and authorize staff to submit this report to the MPCA by June 30, 2010. Council Member Park seconded the motion. The motion passed 5-0.

Comprehensive Plan Amendment for Senior Living and Farm School Project at 9434 Stillwater Blvd. N.

Kyle Klatt, Planning Director, reported per City Council direction from its May 18th 2010 meeting and following its May 25th, 2010 workshop, resubmitted for Council consideration is a proposed Comprehensive Plan Amendment, requested by Tammy Malmquist, 8549 Ironwood Trail N.

The City Council is being asked to consider a Comprehensive Plan Amendment and the Future Land Use Map to change the future use of the applicant's 30.9 acre parcel from RAD Rural Agriculture Density (.45 dwelling units per acre) to RAD2 Rural Agricultural Density/2 (2 dwelling units per acre). The applicant has requested a transfer of some density from an existing RAD2 area located west of the applicant's site along Stillwater Boulevard to the project site.

Kathy Sedro, 8916 35th Street N., questioned the PUD process and the probability of the City having to purchase a new fire truck to reach three story building.

Council Member Emmons presented the applicants response to the 15 Council Questions. Council discussion followed. Council Member Emmons provided an amended Resolution 2010-017 approving the Comp Plan Amendment contingent upon specific criteria being met by the applicant.

MOTION: Council Member Smith moved to approve Resolution No. 2010-017, as amended, amending the City of Lake Elmo Comprehensive Plan to change future land use designation for the identified parcel from RAD to RAD2, as reflected in the specific findings and recommendations of the Planning Commission. Council Member Park seconded the motion. The motion passed 4-1 (Council Member DeLapp voting against the motion).

OP Ordinance Overlay District Zoning Amendment related to a Farm School and Senior Living Project at 9434 Stillwater Blvd. N.

Kyle Klatt, Planning Director, reported the City Council was asked to review a proposed amendment to the Lake Elmo City Code creating a new overlay district that would allow higher density development within the context of an OP Open Space Preservation project. This ordinance was drafted in accordance with the Planning Commission's decisions on May 10th, 2010 to pursue an alternative to the Zoning Amendment originally proposed by staff and the applicant, Tammy Malmquist, relating to a senior living/farm school development proposal.

The Council asked that several issues be addressed: 1. Change of building height to 35 ft. for two story building, 2. Required buffer zones, and 3. School age programs at school. These issues will be dealt with through the Planned Unit Development process.

MOTION: Council Member Smith moved to adopt Ordinance 08-025, as amended, creating a new zoning district and standards associated with an OP-2 Open Space Preservation Overlay District and Resolution No. 2010-024 authorizing summary publication of this ordinance. Council Member Park seconded the motion. The motion passed 5-0.

The Council adjourned the meeting at 10:20 p.m.

Respectfully submitted by Sharon Lumby, City Clerk

City of Lake Elmo
City Council Meeting Minutes

Special Meeting – June 8th, 2010

Mayor Johnston called the Special Meeting to order at 6:00 p.m.

PRESENT: Mayor Johnston and Council Members Emmons (arrived 6:10 p.m.), Smith and Park

Also Present: City Staff: Administrator Messelt, Attorney Snyder, Planning Director Klatt, and Finance Director Bouthilet. Outside Counsel: John Baker, Jennie Gaspine-Pines.

SPECIAL MEETING:

MOTION: Council Member Smith moved to adjourn the Special Meeting to a Closed Meeting to discuss legal issues and strategies relating to pending legislation (Bergmann et al v. City of Lake Elmo), pursuant to Minn. Stat. § 13D.05, subd. 3 (b). governing Attorney-Client Privilege. Council Member Park seconded the motion. The motion passed 3-0.

CLOSED MEETING:

MOTION: Council Member Park moved to adjourn the Closed Meeting and return to the Special Meeting. Council Member Emmons seconded the motion. The motion passed 4-0.

SPECIAL MEETING:

MOTION: Council Member Smith moved to adjourn the Special Meeting and convene the City Council Workshop. Council Member Park seconded the motion. The motion passed 4-0.

The Council adjourned the Special Meeting at 7:15 p.m.



MAYOR & COUNCIL COMMUNICATION

DATE: 6/15/2010
CONSENT
ITEM #: 2
MOTION *as part of Consent Agenda*

AGENDA ITEM: Approve Disbursements and Payroll in the Amount of \$ 156,267.61

SUBMITTED BY: Tom Bouthilet, Finance Director

THROUGH: Bruce Messelt, City Administrator *BAM*

REVIEWED BY: City Staff

SUMMARY AND ACTION REQUESTED: As part of its Consent Agenda, the City Council is asked to approve disbursements and payroll in the amount of \$ 156,267.61. No specific motion is needed, as this is recommended to be part of the overall approval of the *Consent Agenda*.

BACKGROUND INFORMATION: The City of Lake Elmo has fiduciary authority and responsibility to conduct normal business operation. Below is a summary of current claims to be disbursed and payroll to be paid in accordance with State law and City policies and procedures.

Claim #	Amount	Description
ACH	\$ 8,321.62	Payroll Taxes to IRS 06/03/2010
ACH	\$ 1,214.25	Payroll Taxes to MN Dept. of Revenue 06/03/2010
DD 2796 –DD 2810	\$ 21,395.66	Payroll Dated 06/03/2010 (Direct Deposit)
35694 – 35704	\$ 25,814.30	Payroll Dated 06/03/2010
35705 – 35706	\$ 19,000.00	Voided Check & Landscape Architecture Inc.
35707 – 35758	\$ 75,275.78	Accounts Payable Dated 06/15/2010
35759	\$ 5,250.00	Emergency Communication Network Inc.
TOTAL	\$ 156,267.61	

STAFF REPORT: City staff has complied and reviewed the attached set of claims. All appears to be in order and consistent with City budgetary and fiscal policies and Council direction

RECOMMENDATION: It is recommended that the City Council approve as part of the Consent Agenda proposed disbursements in the amount of \$ 156,267.61.

Alternatively, the City Council does have the authority to remove this item from the Consent Agenda or a particular claim from this item and further discuss and deliberate prior to taking action. If done so, the appropriate action of the Council following such discussion would be:

“Move to approve the June 1st, 2010 Disbursement and Payroll, as Presented [*and modified*] herein.”

ATTACHMENTS:

1. Accounts Payable Dated 06/15/2010

SUGGESTED ORDER OF BUSINESS (if removed from the Consent Agenda):

- Questions from Council to Staff Mayor Facilitates
- Call for Motion Mayor & City Council
- Discussion Mayor & City Council
- Action on Motion Mayor Facilitates

Accounts Payable To Be Paid Proof List

User: Administrator
 Printed: 06/10/2010 - 12:12 PM
 Batch: 004-06-2010

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
ABDO Abdo Eick & Meyers, LLP										
265521	05/31/2010	13,000.00	0.00	06/15/2010	Audit Services Partial 2009 Financials		-	No		0000
101-410-1520-43010	Audit Services									
	265521 Total:	13,000.00								
	ABDO Total:	13,000.00								
ACS Animal Control Services										
647	05/31/2010	683.00	0.00	06/15/2010	Patrol Services Only 4/26 - 5/23		-	No		0000
101-420-2700-43150	Contract Services									
	647 Total:	683.00								
657	06/07/2010	287.00	0.00	06/15/2010	Animal Control Services 4/26 - 5/23		-	No		0000
101-420-2700-43150	Contract Services									
	657 Total:	287.00								
	ACS Total:	970.00								
AMFLAG American Flagpole & Flag Corp										
88525	05/27/2010	106.66	0.00	06/15/2010	Replacement Flags Station 1 & 2		-	No		0000
101-420-2220-44010	Repairs/Maint Bldg									
	88525 Total:	106.66								
	AMFLAG Total:	106.66								
ARAM Aramark, Inc.										
629-6992184	05/13/2010	22.97	0.00	06/15/2010	Uniforms		-	No		0000
101-430-3100-44170	Uniforms									
	629-6992184 Total:	22.97								
629-7001760	05/27/2010	22.97	0.00	06/15/2010	Uniforms		-	No		0000
101-430-3100-44170	Uniforms									
	629-7001760 Total:	22.97								
629-7003567	05/31/2010	81.45	0.00	06/15/2010	Linen City Hall Annex		-	No		0000
101-410-1940-44010	Repairs/Maint Contractual Bldg									
	629-7003567 Total:	81.45								

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
629-7006573	06/03/2010	61.56	0.00	06/15/2010	Mats & Soap		-	No		0000
101-430-3100-44010	Repairs/Maint Bldg									
	629-7006573 Total:	61.56								
629-7006574	06/03/2010	22.97	0.00	06/15/2010	Uniforms		-	No		0000
101-430-3100-44170	Uniforms									
	629-7006574 Total:	22.97								
	ARAM Total:	211.92								
BIFFS Biffs Inc.										
W406828	06/02/2010	61.29	0.00	06/15/2010	Portable Restrooms - Sunfish Lake Park		-	No		0000
101-450-5200-44120	Rentals - Buildings									
	W406828 Total:	61.29								
W406829	06/02/2010	122.57	0.00	06/15/2010	Portable Restrooms - Lions Park		-	No		0000
101-450-5200-44120	Rentals - Buildings									
	W406829 Total:	122.57								
W406830	06/02/2010	61.29	0.00	06/15/2010	Portable Restrooms - VFW Park		-	No		0000
101-450-5200-44120	Rentals - Buildings									
	W406830 Total:	61.29								
W406831	06/02/2010	61.29	0.00	06/15/2010	Portable Restrooms - Demontreville Park		-	No		0000
101-450-5200-44120	Rentals - Buildings									
	W406831 Total:	61.29								
W406832	06/02/2010	61.29	0.00	06/15/2010	Portable Restrooms - Reid Park		-	No		0000
101-450-5200-44120	Rentals - Buildings									
	W406832 Total:	61.29								
W406833	06/02/2010	61.29	0.00	06/15/2010	Portable Restrooms - Tablyn Park		-	No		0000
101-450-5200-44120	Rentals - Buildings									
	W406833 Total:	61.29								
W406834	06/02/2010	61.29	0.00	06/15/2010	Portable Restrooms - Pebble Park		-	No		0000
101-450-5200-44120	Rentals - Buildings									
	W406834 Total:	61.29								
W406835	06/02/2010	61.29	0.00	06/15/2010	Portable Restrooms - Stonegate Park		-	No		0000
101-450-5200-44120	Rentals - Buildings									
	W406835 Total:	61.29								
W406836	06/02/2010	61.29	0.00	06/15/2010	Portable Restrooms - Carriage Park		-	No		0000
101-450-5200-44120	Rentals - Buildings									
	W406836 Total:	61.29								
W406837	06/02/2010	61.29	0.00	06/15/2010	Portable Restrooms - Ridge Park		-	No		0000
101-450-5200-44120	Rentals - Buildings									
	W406837 Total:	61.29								
	BIFFS Total:	674.18								
BURBLAC Burberl Black Dirt, Inc.										
12653	06/03/2010	64.13	0.00	06/15/2010	Black Dirt		-	No		0000
101-430-3125-42250	Landscaping Materials									

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
	12653 Total:	64.13								
	BURBBLAC Total:	64.13								
C&J CONS C & J Consulting Services, LLP										
05-2010	06/02/2010	1,075.00	0.00	06/15/2010	Monthly Accounting Services - May 2010		-	No		0000
101-410-1520-43150	Contract Services									
	05-2010 Total:	1,075.00								
	C&J CONS Total:	1,075.00								
CARQUEST Car Quest Auto Parts										
2055-190046	05/25/2010	14.97	0.00	06/15/2010	Fuse & Trailer Connection 98-1		-	No		0000
101-430-3120-42210	Equipment Parts									
	2055-190046 Total:	14.97								
	CARQUEST Total:	14.97								
CENCOLLE Century College										
'00373083	06/02/2010	306.62	0.00	06/15/2010	Firefighter II Training - Witter		-	No		0000
101-420-2220-44370	Conferences & Training									
	'00373083 Total:	306.62								
	CENCOLLE Total:	306.62								
COMCAST COMCAST										
877210535000891	05/27/2010	7.89	0.00	06/15/2010	Monthly Service		-	No		0000
101-420-2220-44300	Miscellaneous									
	877210535000891 Total:	7.89								
	COMCAST Total:	7.89								
COMPENSA Compensation Consultants, Ltd										
05/27/2010	05/27/2010	40.00	0.00	06/15/2010	Monthly Admin Fee - June 2010		-	No		0000
101-410-1320-44300	Miscellaneous									
	05/27/2010 Total:	40.00								
	COMPENSA Total:	40.00								
CTYBAY City of Bayport										
WM2010-5	05/26/2010	118.25	0.00	06/15/2010	Bldg Inspector Services		-	No		0000
101-420-2400-43150	Inspector Contract Services									
	WM2010-5 Total:	118.25								
	CTYBAY Total:	118.25								

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
CTYBLOOM City of Bloomington										
05012010	05/31/2010	50.00	0.00	06/15/2010	Lab Bacteria Tests - May		-	No		0000
601-494-9400-42270	Utility System Maintenance	50.00								
	05012010 Total:	50.00								
	CTYBLOOM Total:	50.00								
CTYROSEV City of Roseville										
0010798	06/01/2010	1,551.58	0.00	06/15/2010	Monthly IT Services - June 2010		-	No		0000
101-410-1450-43180	Information Technology/Web	1,551.58								
	0010798 Total:	1,551.58								
	CTYROSEV Total:	1,551.58								
ECKBERG Eckberg Lamers Briggs Wolff										
05-10	05/31/2010	3,911.40	0.00	06/15/2010	Legal Services - Criminal		-	No		0000
101-420-2150-43045	Attorney Criminal	3,911.40								
	05-10 Total:	3,911.40								
104411	05/31/2010	1,456.00	0.00	06/15/2010	Legal Services - Development		-	No		0000
203-490-9070-43040	Legal Services	1,456.00								
104411	05/31/2010	7,313.00	0.00	06/15/2010	Legal Services - Civil		-	No		0000
101-410-1320-43040	Legal Services	7,313.00								
	104411 Total:	8,769.00								
	ECKBERG Total:	12,680.40								
EMMONS A Emmons Alex										
6-1-2010	06/10/2010	55.00	0.00	06/15/2010	Operator City Council Meeting		-	No		0000
101-410-1450-43620	Cable Operations	55.00			6/1/2010					
	6-1-2010 Total:	55.00								
6-8-10	06/08/2010	41.25	0.00	06/15/2010	Cable Opr. Council Workshop 6/8/10		-	No		0000
101-410-1450-43620	Cable Operations	41.25								
	6-8-10 Total:	41.25								
	EMMONS A Total:	96.25								
GRUBER Gruber's Power Equipment										
82469	06/01/2010	8.21	0.00	06/15/2010	Spring Extension		-	No		0000
101-450-5200-42210	Equipment Parts	8.21								
	82469 Total:	8.21								
	GRUBER Total:	8.21								
KDV Kern DeWenter Viere Ltd										
111369	05/27/2010	4,536.00	0.00	06/15/2010	Financial Services - May 2010		-	No		0000
101-410-1520-43150	Contract Services	4,536.00								

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close PO Line #
	111369 Total:	4,536.00								
	KDV Total:	4,536.00								
	LANG Lang Builders, Inc									
	Chk Req 06/08/2010	2,000.00	0.00	06/15/2010	Escrow Return 10010 Tapestry Permit		-	No		0000
	803-000-0000-22900 Deposits Payable	2,000.00			6928					
	Chk Req Total:	2,000.00								
	LANG Total:	2,000.00								
	LEOIL Lake Elmo Oil, Inc.									
	B01203 05/31/2010	3,688.14	0.00	06/15/2010	Fuel		-	No		0000
	101-430-3120-42120 Fuel, Oil and Fluids	3,688.14								
	B01203 Total:	624.78								
	S01203 05/31/2010	624.78	0.00	06/15/2010	Fuel - Fire Dept.		-	No		0000
	101-420-2220-42120 Fuel, Oil and Fluids	624.78								
	S01203 Total:	624.78								
	LEOIL Total:	4,312.92								
	Lillie Newspapers Inc. Lillie Suburban									
	007148 05/31/2010	89.93	0.00	06/15/2010	Legal Notices		-	No		0000
	101-410-1320-43510 Legal Publishing	89.93								
	007148 Total:	89.93								
	Lillie Total:	89.93								
	LKBLDG Lake Elmo Builders									
	Chk Req 06/07/2010	1,500.00	0.00	06/15/2010	Escrow Return 2119 Lake Elmo Ave		-	No		0000
	803-000-0000-22900 Deposits Payable	1,500.00			6454					
	Chk Req Total:	1,500.00								
	LKBLDG Total:	1,500.00								
	LOFF Loffler Companies, Inc.									
	1131013 06/04/2010	237.82	0.00	06/15/2010	Copy Machines Base & Overages -		-	No		0000
	101-410-1940-44040 Repairs/Maint Contractual Eqpt	237.82			June 10					
	1131013 Total:	237.82								
	LOFF Total:	237.82								
	MCFOA MCFOA									
	05/25/10 05/25/2010	35.00	0.00	06/15/2010	Yearly Membership Dues		-	No		0000
	101-410-1320-44330 Dues & Subscriptions	35.00								
	05/25/10 Total:	35.00								

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
	MCFOA Total:	35.00								
METCOU Metropolitan Council										
'0000933301	06/02/2010	1,374.96	0.00	06/15/2010	Monthly Wastewater Services-July 10		-	No		0000
602-495-9450-43820	Sewer Utility - Met Council									
	'0000933301 Total:	1,374.96								
	METCOU Total:	1,374.96								
MFRA McCombs Frank Roos Assoc Inc.										
66933	06/01/2010	432.00	0.00	06/15/2010	Planning Services - May 2010		-	No		0000
101-410-1910-43150	Contract Services									
	66933 Total:	432.00								
	MFRA Total:	432.00								
MILLEREX Miller Excavating, Inc.										
14812	06/02/2010	927.00	0.00	06/15/2010	Grade Gravel Roads		-	No		0000
101-430-3120-43150	Contract Services									
	14812 Total:	927.00								
	MILLEREX Total:	927.00								
MNPLAYGR Minnesota Playground Inc.										
2010056	04/29/2010	123.06	0.00	06/15/2010	Tax on previous invoice for wood fiber		-	No		0000
101-450-5200-44030	Repairs/Maint Imp Not Bldgs									
	2010056 Total:	123.06								
	MNPLAYGR Total:	123.06								
MSFCB MN Fire Service Cert. Board										
483	06/06/2010	70.00	0.00	06/15/2010	Fire Fighter 1 Test		-	No		0000
101-420-2220-44370	Conferences & Training									
	483 Total:	70.00								
	MSFCB Total:	70.00								
NORCOUN North Country Custom Home										
Chk Req	06/07/2010	2,000.00	0.00	06/15/2010	Escrow Transfer 10042 Tapestry Perm.7139		-	No		0000
803-000-0000-22900	Deposits Payable									
	Chk Req Total:	2,000.00								
	NORCOUN Total:	2,000.00								

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
NORTH Northland Trust Services, Inc.										
LKEL09B	06/01/2010	11,093.75	0.00	06/15/2010	GO Improvement Bond Series 2009B		-	No		0000
316-470-7000-46110 Bond Interest										
LKEL09B Total: 11,093.75										
NORTH Total: 11,093.75										
NORTHOO HSBC Business Solutions										
0561029740	05/26/2010	1,446.18	0.00	06/15/2010	Pump		-	No		0000
603-496-9500-42400 Small Tools & Minor Equipment										
0561029740 Total: 1,446.18										
0562003379 31.04										
603-496-9500-42400 Small Tools & Minor Equipment										
0562003379 Total: 31.04										
NORTHOO Total: 1,477.22										
NORTHWO Northwood Power Equipment										
70066	06/01/2010	12.69	0.00	06/15/2010	Fuel Line Clamp & Filter		-	No		0000
603-496-9500-44030 Repairs/Maint Not Bldg										
70066 Total: 12.69										
77003 14.94										
603-496-9500-44030 Repairs/Maint Not Bldg										
77003 Total: 14.94										
NORTHWO Total: 27.63										
NOSTAR ASTLEFORD International										
T200418	06/01/2010	37.64	0.00	06/15/2010	Replacement Light Switch for L1		-	No		0000
101-420-2220-44040 Repairs/Maint Eqpt										
T200418 Total: 37.64										
T200692 3.44										
101-420-2220-44040 Repairs/Maint Eqpt										
T200692 Total: 3.44										
NOSTAR Total: 41.08										
ONECALL One Call Concepts, Inc Gopher Stat										
0050625	05/31/2010	211.70	0.00	06/15/2010	Line Locates May 2010		-	No		0000
101-430-3100-43150 Contract Services										
0050625 Total: 211.70										
ONECALL Total: 211.70										

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
PLANTH PLANT HEALTH ASSOCIATES, INC										
1007-10	06/08/2010	1,296.00	0.00	06/15/2010	Forester Services - May 2010		-	No		0000
101-430-3250-43150	Contract Services									
	1007-10 Total:	1,296.00								
	PLANTH Total:	1,296.00								
PLUNKETT Plunkett's Pest Control										
1732756	06/01/2010	80.16	0.00	06/15/2010	Pest control Services - City Hall		-	No		0000
101-410-1940-44010	Repairs/Maint Contractual Bldg									
	1732756 Total:	80.16								
	PLUNKETT Total:	80.16								
RIVRCCOOP River Country Cooperative										
141352	05/31/2010	167.08	0.00	06/15/2010	Fuel Fire Dept.		-	No		0000
101-420-2220-42120	Fuel, Oil and Fluids									
	141352 Total:	167.08								
14402	06/02/2010	40.92	0.00	06/15/2010	Fuel Bldg Dept.		-	No		0000
101-420-2220-42120	Fuel, Oil and Fluids									
	14402 Total:	40.92								
	RIVRCCOOP Total:	208.00								
ROGERS Rogers Printing Services, Corp										
17165	06/04/2010	351.62	0.00	06/15/2010	Clean-up Daay Flyer		-	No		0000
101-430-3200-43090	Newsletter									
	17165 Total:	351.62								
	ROGERS Total:	351.62								
RUD Prince-Rud Diane										
61379	06/07/2010	620.00	0.00	06/15/2010	Cleaning City Hall, Windows & Blinds		-	No		0000
101-410-1940-44010	Repairs/Maint Contractual Bldg									
61379	06/07/2010	240.00	0.00	06/15/2010	Cleaning Fire Hall		-	No		0000
101-420-2220-44010	Repairs/Maint Bldg									
	61379 Total:	860.00								
	RUD Total:	860.00								
SAMSCLUB Sam's Club										
2158	06/04/2010	37.74	0.00	06/15/2010	Airpots Rehab		-	No		0000
101-420-2220-42400	Small Tools & Equipment									
2158	06/04/2010	98.58	0.00	06/15/2010	Supplies for Training Burn-Refreshments		-	No		0000
101-420-2220-44370	Conferences & Training									
	2158 Total:	136.32								

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
SAMSCLUB Total:		136.32								
SCHWAAB Schwaab, Inc.										
A16674	06/01/2010	48.19	0.00	06/15/2010	Lake Elmo Address Stamp		-	No		0000
101-410-1320-42000	Office Supplies									
A16674 Total:		48.19								
SCHWAAB Total:		48.19								
SENSUS SENSUS USA										
ZA11002176	05/24/2010	1,320.00	0.00	06/15/2010	Annual Water Reader Porgram Support		-	No		0000
601-494-9400-43180	Software Support									
ZA11002176 Total:		1,320.00								
SENSUS Total:		1,320.00								
STILLMED Stillwater Medical Group										
05/22/2010	05/22/2010	198.00	0.00	06/15/2010	Preplacement/Annual Physicals Hep B		-	No		0000
101-420-2220-43050	Physicals				Vac					
05/22/2010 Total:		198.00								
STILLMED Total:		198.00								
TASCH T. A. Schiffsky & Sons Inc										
49313	05/27/2010	396.98	0.00	06/15/2010	Asphalt		-	No		0000
101-430-3120-42240	Street Maintenance Materials									
49313 Total:		396.98								
TASCH Total:		396.98								
TDS TDS METROCOM - LLC										
6517798882	06/10/2010	164.00	0.00	06/15/2010	Analog Lines - Fire		-	No		0000
101-420-2220-43210	Telephone									
6517798882	06/10/2010	155.46	0.00	06/15/2010	Analog Lines - Public Works		-	No		0000
101-430-3100-43210	Telephone									
6517798882	06/10/2010	104.76	0.00	06/15/2010	Analog Lines - Lift Stations Alarms		-	No		0000
602-495-9450-43210	Telephone									
6517798882	06/10/2010	42.24	0.00	06/15/2010	Analog Lines - Well House 2		-	No		0000
601-494-9400-43210	Telephone									
6517798882 Total:		466.46								
TDS Total:		466.46								

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
US BANK US BANK										
33402400	06/01/2010	1,820.00	0.00	06/15/2010	Bond Interest		-	No		0000
312-480-8000-46110	Bond Interest	1,820.00								
	33402400 Total:	1,820.00								
	US BANK Total:									
USPOST United States Postal Service										
CHK REQ	06/07/2010	500.00	0.00	06/15/2010	Postage for Clean-up Day Flier		-	No		0000
101-410-1320-43090	Newsletter/Website	500.00								
	CHK REQ Total:	500.00								
	USPOST Total:	500.00								
WAS-LAND Washington County Surveyor										
1009607	06/02/2010	10.69	0.00	06/15/2010	Easement Documents		-	No		0000
101-410-1910-44300	Miscellaneous	10.69								
	1009607 Total:	10.69								
	WAS-LAND Total:	10.69								
WASHTAX Washington County										
1752	05/31/2010	108.00	0.00	06/15/2010	Documents & Copies		-	No		0000
101-410-1940-44300	Miscellaneous	108.00								
	1752 Total:	108.00								
	WASHTAX Total:	108.00								
XCEL Xcel Energy										
51-4504807-7	06/08/2010	153.62	0.00	06/15/2010	Lights at Legion Park		-	No		0000
101-450-5200-43810	Electric Utility	153.62								
51-4504807-7	06/08/2010	72.31	0.00	06/15/2010	Hudson Blvd Lift Station		-	No		0000
602-495-9450-43810	Electric Utility	72.31								
51-4504807-7	06/08/2010	27.76	0.00	06/15/2010	Street Lights-Inwood Ave		-	No		0000
101-430-3160-43810	Street Lighting	27.76								
	51-4504807-7 Total:	253.69								
51-4576456-3	06/02/2010	220.15	0.00	06/15/2010	Fire Station 2		-	No		0000
101-420-2220-43810	Electric Utility	220.15								
	51-4576456-3 Total:	220.15								
51-4580376-5	06/02/2010	490.77	0.00	06/15/2010	City Hall		-	No		0000
101-410-1940-43810	Electric Utility	490.77								
51-4580376-5	06/02/2010	24.89	0.00	06/15/2010	Traffic Lights		-	No		0000
101-430-3160-43810	Street Lighting	24.89								
	51-4580376-5 Total:	515.66								
51-4733556-8	06/02/2010	10.26	0.00	06/15/2010	Tennis Courts		-	No		0000
101-450-5200-43810	Electric Utility	10.26								

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close PO Line #
	51-4733556-8 Total:	10.26								
51-5044219-0	06/02/2010	51.75	0.00	06/15/2010	Parks Building		-		No	0000
101-450-5200-43810	Electric Utility									
	51-5044219-0 Total:	51.75								
51-5275289-3	06/02/2010	13.92	0.00	06/15/2010	Pebble Park		-		No	0000
101-450-5200-43810	Electric Utility									
	51-5275289-3 Total:	13.92								
51-5356323-8	06/09/2010	1,566.70	0.00	06/15/2010	Wells 1 & 2		-		No	0000
601-494-9400-43810	Electric Utility									
	51-5356323-8 Total:	1,566.70								
51-5522332-2	06/02/2010	34.79	0.00	06/15/2010	Traffic Lights		-		No	0000
101-430-3160-43810	Street Lighting									
	51-5522332-2 Total:	34.79								
51-5747685-4	06/02/2010	90.68	0.00	06/15/2010	Arts Center		-		No	0000
101-450-5200-43810	Electric Utility									
	51-5747685-4 Total:	90.68								
51-5916043-7	06/02/2010	16.40	0.00	06/15/2010	Lift Station		-		No	0000
602-495-9450-43810	Electric Utility									
	51-5916043-7 Total:	16.40								
51-6429583-8	06/02/2010	14.61	0.00	06/15/2010	Lift Station		-		No	0000
602-495-9450-43810	Electric Utility									
	51-6429583-8 Total:	14.61								
51-6433976-2	06/02/2010	225.66	0.00	06/15/2010	Fire Station 1		-		No	0000
101-420-2220-43810	Electric Utility									
	51-6433976-2 Total:	225.66								
51-6625457-1	06/02/2010	46.32	0.00	06/15/2010	Legion Park		-		No	0000
101-450-5200-43810	Electric Utility									
	51-6625457-1 Total:	46.32								
51-6736544-2	06/08/2010	1,736.68	0.00	06/15/2010	City Wide Street Lights		-		No	0000
101-430-3160-43810	Street Lighting									
	51-6736544-2 Total:	1,736.68								
51-6928283-3	06/02/2010	26.42	0.00	06/15/2010	Traffic Lights		-		No	0000
101-430-3160-43810	Street Lighting									
	51-6928283-3 Total:	26.42								
51-6956201-4	06/02/2010	412.61	0.00	06/15/2010	VFW Ballfields		-		No	0000
101-450-5200-43810	Electric Utility									
	51-6956201-4 Total:	412.61								
51-7538112-1	06/02/2010	580.08	0.00	06/15/2010	Public Works		-		No	0000
101-430-3100-43810	Electric Utility									
	51-7538112-1 Total:	580.08								
51-8126093-5	06/02/2010	17.99	0.00	06/15/2010	Water Tower 2		-		No	0000
601-494-9400-43810	Electric Utility									
	51-8126093-5 Total:	17.99								
51-8711719-3	06/02/2010	10.17	0.00	06/15/2010	Speed Sign Hwy 5		-		No	0000
101-430-3160-43810	Street Lighting									

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
	51-8711719-3 Total:	10.17								
	XCEL Total:	5,844.54								
YOCUM Yocum Oil Company, Inc.										
188174	05/31/2010	160.69	0.00	06/15/2010	Bulk Oil Tanks		-	No		0000
101-430-3100-44010	Repairs/Maint Bldg	160.69								
	188174 Total:	160.69								
	YOCUM Total:	160.69								
	Report Total:	75,271.78								

Accounts Payable To Be Paid Proof List

User: Administrator

Printed: 06/11/2010 - 8:50 AM

Batch: 005-06-2010

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
ECN Networks, Inc. Emergency Communica 8699	04/13/2010	5,250.00	0.00	06/15/2010	Code Red Services		-	No		0000
101-420-2220-44300 Miscellaneous		5,250.00								
8699 Total:		5,250.00								
ECN Total:		5,250.00								
Report Total:		5,250.00								



MAYOR & COUNCIL COMMUNICATION

DATE: 6/15/2010
CONSENT
ITEM #: 3
MOTION *as part of Consent Agenda*

AGENDA ITEM: Establishing Human Resource and Assessment Sub-Committees

SUBMITTED BY: Mayor and City Council

THROUGH: Bruce A. Messelt, City Administrator *BAM*

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

SUMMARY AND ACTION REQUESTED: This item has been scheduled at the request of the Mayor and City Council in order to facilitate the City Council establishing a standing Personnel/Human Resources Sub-Committee and an hoc Assessment Policy Sub-Committee. No specific motion is needed, as this is recommended to be part of the overall approval of the *Consent Agenda*.

BACKGROUND INFORMATION: In February, 2010, the City Council discussed as part of its Strategic Planning effort the formation of an ad hoc sub-Committee to review the City's current Assessment Policy. In addition, discussion took place regarding the need to update current City Human Resource policies and procedures and potentially update the current classification and compensation system. Both of these items are listed in the draft 2010 Workplan for the City Council and its staff.

On June 8th, the City Council discussed this topic and directed City staff to prepare tonight's motion to form a standing Personnel/Human Resources Sub-Committee and an ad hoc Assessment Policy Sub-Committee. As per the City Council, the proposed Council assignments to these committees would be as follows:

Current Active sub-Committees:

Budget/Finance: Council Members Smith & Emmons
Water Contamination: Mayor Johnston & Council Member Emmons

Proposed Additional Sub-Committees:

Personnel/Human Resources: Council Member Smith & Mayor Johnston
Assessment Policy: Council Members Park & DeLapp

STAFF REPORT: City staff recommends the City Council form an ad hoc sub-Committee to work with the City Engineer and other staff in evaluating the City's current assessment policies. It would be suggested that the work of this sub-Committee be completed in time for full Council consideration of any potential changes prior to the beginning of the 2011 street project planning effort.

Similarly, it is suggested that the Council form a standing Personnel/Human Resources sub-Committee to assist the City Administrator and Finance/Human Resources Director in evaluating and updating the City's personnel policies and procedures and in addressing issues related to appropriate classification and compensation.

It would be suggested that the work of this sub-Committee be initiated in time to support City staff and the Budget/Finance sub-Committee in preparation of the proposed 2011 Annual Budget.

RECOMMENDATION: It is recommended the City Council establish a standing Personnel/Human Resources Sub-Committee and an ad hoc Assessment Policy Sub-Committee as part of the overall approval of the *Consent Agenda*.

Alternatively, the City Council does have the authority to remove this item from the Consent Agenda and further discuss and deliberate this recommendation prior to taking action. The Council may table this item at its discretion, take no action (in essence denying the recommendation), or amend the recommended action. If the later is done so, the appropriate action of the Council following such discussion would be:

“Move to establish a City Council Sub-Committee for Personnel/Human Resources and an Ad Hoc Sub-Committee for Review of Current Assessment Policies, [as amended at tonight's meeting].”

ATTACHMENTS: None

SUGGESTED ORDER OF BUSINESS (if removed from the Consent Agenda):

- Questions from Council to Staff..... Mayor Facilitates
- Call for Motion Mayor & City Council
- Discussion Mayor & City Council
- Public Input, if Appropriate Mayor Facilitates
- Action on Motion..... Mayor Facilitates



MAYOR & COUNCIL COMMUNICATION

DATE: 6/15/2010

REGULAR

ITEM #: 4

PROCLAMATION

AGENDA ITEM: Proclaim August 12 to 15, 2010 as Huff'n Puff Days

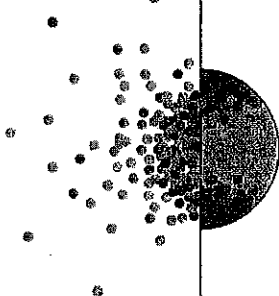
SUBMITTED BY: Sharon Lumby, City Clerk

THROUGH: Bruce A. Messelt, City Administrator *BAM*

SUMMARY AND ACTION REQUESTED:

The City Council is asked to proclaim August 12th to 15th, 2010, the official City celebration for 2010 and to urge all citizens of our community to give full regard to the past and continuing services of the Lake Elmo Jaycees.

Mayor Johnston reads the Proclamation:



Lake Elmo
Jaycees
Affiliated with JCI®

Serving communities
in the St. Croix River
Valley for 40 years!

Proclamation

WHEREAS, the Lake Elmo Jaycees have been a vital part of the development of young leaders of our community the past 40 years and

WHEREAS, this organization of young people will again be sponsors of Huff and Puff Aug 12th, 13th, 14th, and 15th 2010.

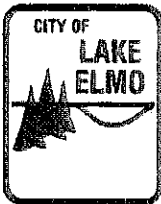
NOW, THEREFORE, I, Dean Johnston, Mayor of Lake Elmo, do hereby proclaim the weekend of Aug 12th to the 15th

Huff and Puff Days

In Lake Elmo, and urge all citizens of our community to give full regard to past and continuing services of the Lake Elmo Jaycees.

Signed this _____ day of June, 2010

Dean Johnston, Mayor of Lake Elmo



MAYOR & COUNCIL COMMUNICATION

DATE: 06/15/2010
REGULAR
ITEM #: 5
MOTION

AGENDA ITEM: Presentation and Acceptance of 2009 Financial Audit

SUBMITTED BY: Steve McDonald, Abdo, Eick & Meyer

THROUGH: Bruce Messelt *BMM*

REVIEWED BY: Tom Bouthilet & Joe Rigdon, KDV

SUMMARY AND ACTION REQUESTED: The City has retained the services of Abdo, Eick & Meyers to audit the financial statements of the governmental activities, the enterprise business-type activities, each major fund and the aggregate remaining fund information, which collectively comprise the basic financial statements of the City as of December 31, 2009. Attached is the 2009 Annual Financial Report with a management letter. After a review and discussion with the Auditors, the City Council is asked to accept the 2009 year end financial report.

SUGGESTED MOTION *“Move to Accept the 2009 Year End Financial Report”*

BACKGROUND INFORMATION: Annually, the City engages the services of an independent outside audit firm to review the financial statements. The accountants are asked to assure that the financials statements are free of material misstatement to the extent possible. They also review internal controls of the City.

STAFF REPORT: Steve McDonald from Abdo, Eick & Meyers will present the report and respond to any inquiries. The Audit represents the most accurate outside assessment of the City's current financial position.

The Audit also makes findings and recommendations aimed at further improving the City's financial controls and policies. The findings and recommendations contained within the 2009 Audit have either already been addressed by previous City action or will be evaluated and suggested responses developed for subcommittee and Council consideration.

RECOMMENDATION: Based upon the above information and staff report, it is recommended that the City Council accept the 2009 year-end financials by undertaking the following action

“Move to Accept the 2009 Year End Financial Report.”

Alternatively, the City Council does have the authority to table this item at its discretion for future consideration, thus taking no action tonight, or amend the recommended action. If the later is done so, the appropriate action of the Council following such discussion would be:

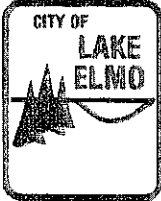
“Move to accept the 2009 Year End Financial Report, [with specific additional actions or responses as amended at tonight’s meeting].”

ATTACHMENTS:

1. Management Letter for the Year Ended 2009
2. Annual Financial Report for the Year Ended 2009

SUGGESTED ORDER OF BUSINESS:

- Introduction of Item City Administrator
- Report/Presentation.....Steve McDonald, Abdo, Eick & Meyers
- Questions from Council to Auditors Mayor Facilitates
- Questions from Council to Staff Mayor Facilitates
- Public Input, if Appropriate Mayor Facilitates
- Call for Motion Mayor & City Council
- Discussion Mayor & City Council
- Action on Motion Mayor Facilitates



MAYOR & COUNCIL COMMUNICATION

DATE: 06/15/2010
REGULAR
ITEM #: 6
RESOLUTION 2010-030

AGENDA ITEM: Resolution Regarding Continued Services at Rosalie E. Wahl Library

SUBMITTED BY: Mayor and City Council Members

THROUGH: Bruce A. Messelt, City Administrator *BAM*

REVIEWED BY: Dave Snyder, City Attorney

SUMMARY AND ACTION REQUESTED: This item has been scheduled at the request of Mayor Johnston and the City Council in order to allow the City Council to act upon concerns regarding Washington County Library operation of the Rosalie E Wahl Branch Library, located here in Lake Elmo. The proposed action, as per City Council discussion on January 8th, 2010 is included in the following suggested motion:

SUGGESTED MOTION: *“Move to approve Resolution 2010-030 regarding Continuation and Enhancement of Library Services”*

BACKGROUND INFORMATION: On June 8th, 2010 the City Council discussed the current status of the operation of the Rosalie E. Wahl Branch Library and directed City Staff to prepare tonight's item and Resolution. In March, 2010, the City Council directed the City Administrator and City Attorney to begin research on the current and potential future status of the Rosalie E. Wahl Branch Library.

This followed action in December, 2009, during which time the Lake Elmo City Council endorsed a citizen-backed effort to seek Washington County consideration of shifting library hours at the Rosalie E. Wahl Branch Library from Monday to Saturday.

In January 2010, the Washington County Library Board considered, without consult with the City, and unanimously rejected this consideration, citing concerns of treating all similarly-designated libraries the same and, in lieu of attempting to accommodate a shift of days served, calculating the potential cost of additional staffing for all similarly-designated libraries.

STAFF REPORT: City staff has subsequently met with Washington County and Washington County Library officials in February and April 2010 to review the decision of the Library Board and to seek additional avenues for continued discussion. Additional information has been shared with the City Council in early April and again on June 8th for Council consideration.

Tonight, the City Council is requesting specific action via Resolution 2010-030 regarding the current operation and likely future of the Rosalie E. Wahl Branch Library.

RECOMMENDATION: It is recommended the City Council address tonight's discussion topic and draft Resolution. In addition to consideration of the draft resolution, the City Council may elect to provide staff additional direction or action to be taken with respect to this topic. The recommended motion on tonight's agenda is as follows:

“Move to approve Resolution 2010-030 regarding Continuation and Enhancement of Library Services”

Alternatively, the City Council does have the authority to table this item at its discretion for future consideration, thus taking no action tonight, or amend the recommended action. If the later is done so, the appropriate action of the Council following such discussion would be:

“Move to approve Resolution 2010-030 regarding Continuation and Enhancement of Library Services, [as amended at tonight's meeting].”

ATTACHMENTS: Resolution 2010-030

SUGGESTED ORDER OF BUSINESS:

- Introduction of Item Mayor
- Brief Staff Report..... City Attorney and Administrator
- Questions from Council to Staff Mayor Facilitates
- Public Input, if Appropriate Mayor Facilitates
- Call for Motion Mayor & City Council
- Discussion Mayor & City Council
- Action on Motion..... Mayor Facilitates

City of Lake Elmo
Washington County, Minnesota

Resolution No. 2010-030

**A RESOLUTION CALLING FOR PRESERVATION AND ENHANCEMENT OF
LIBRARY SERVICES WITHIN THE CITY AND COMMUNITY
OF LAKE ELMO**

WHEREAS, the Rosalie E. Wahl branch library of the Washington County Library System has been an integral part of the Lake Elmo community for many years; and

WHEREAS, the Rosalie E. Wahl branch library, has previously been closed for several years, much to the detriment of the Lake Elmo community; and

WHEREAS, significant time, effort, and resources went into the reopening of the Rosalie E. Wahl branch library by Washington County, the Washington County Library Board, the City of Lake Elmo, the Lake Elmo community and the Friends of the Lake Elmo Library; and

WHEREAS, current library services are considered by the City of Lake Elmo and the Lake Elmo community as inadequate, though currently meeting minimum standards for the Washington County Library and the State of Minnesota; and

WHEREAS, in spring 2010 the City Council of the City of Lake Elmo requested mutual consideration by Washington County and the Washington County Library Board of either expansion of existing library hours and days of service or reconfiguration of existing library hours and days of service, to include Saturday service; and

WHEREAS, the City Council of the City of Lake Elmo publically acknowledged at that time the necessity of possibly relying upon utilization of volunteers, reassignment of paid staff among various Washington County Library facilities, and/or potential resource augmentation by the City of Lake Elmo for additional staffing hours; and

WHEREAS, the Washington County Library Board unilaterally rejected the City of Lake Elmo's request and, subsequent to this action, has given strong indication through its Administration that the Rosalie E. Wahl branch library of the Washington County Library System is likely to suffer additional service cutbacks and/or closure due to current budgetary and service considerations; and

WHEREAS, the City and Community of Lake Elmo and the Washington County Library Board envision through their respective strategic planning efforts a growing need for provision of library services as Lake Elmo and the surrounding communities continue to increase in population over the next twenty years, to likely include a new or expanded library facility in this general area, though likely differ as to current and interim operation of such facility, as well as ultimate location of such future facility; and

WHEREAS, the City Council of the City of Lake Elmo believes interruption of library services during this interim period is not only short-sighted but detrimental to the long-term development of both a

viable Lake Elmo community but also to the long-term interests of the Washington County Library system; and

WHEREAS, the Washington County Library Board, the Metropolitan Library Service Agency (MELSA), and the statutes of the State of Minnesota allow for the establishment of independent municipal library systems, as well as the provision of affiliate status for such.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Lake Elmo that the City of Lake Elmo does hereby formally request affirmative consideration by Washington County and its Library System of good faith negotiations toward not only maintenance of existing library services within the City and for the community of Lake Elmo, but the expansion thereof to include evening and weekend services equivalent to a total of 40 hours of public access per week;

BE IT FURTHER RESOLVED, by the City Council of the City of Lake Elmo, that the City of Lake Elmo recognizes the likelihood of city participation and involvement in facilitating such services, and hereby pledges its good faith commitment toward reasonable resolution of the current uncertainty regarding the provision of library services within the City and Community of Lake Elmo;

BE IT FURTHER RESOLVED, by the City Council of the City of Lake Elmo, that the City Council hereby declares its willingness to affirmatively consider, if necessary, the establishment and creation of an independent municipal library system, as per state statute, and its intention to continue through affiliate status, a relationship with the Washington County Library System, the Metropolitan Library Service Agency, and the State Library System;

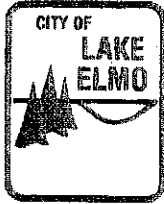
BE IT FURTHER RESOLVED, by the City Council of the City of Lake Elmo, that, due to planning, budgetary, and statutory deadlines, the City Administrator and City Attorney are hereby directed to begin efforts to establish an independent municipal library system as soon as practicable, even while discussing continuation and enhancement of current library services within the Washington County Library system, so that, should such discussions provide unsatisfactory resolution, library services for the City and community of Lake Elmo can continue uninterrupted.

APPROVED BY THE CITY COUNCIL OF LAKE ELMO, on this 15th day of June 2010.

Dean A. Johnston, Mayor

ATTEST:

Bruce A. Messelt, City Administrator



MAYOR & COUNCIL COMMUNICATION

DATE: 6/15/2010
REGULAR
ITEM #: 7
MOTION Resolutions 2010-028
& 2010-029

AGENDA ITEM: Municipal State Aid System Revisions

SUBMITTED BY: Jack Griffin, City Engineer

THROUGH: Bruce Messelt, City Administrator *BM*

REVIEWED BY: Ryan Stempski, Assistant City Engineer

SUMMARY AND ACTION REQUESTED: The council is asked to consider system revisions to the City's Municipal State Aid System (MSAS). Once each year, the City has the opportunity to request MSAS revisions as deemed appropriate. The City Engineer is proposing to make the following revocations and additions to the state aid street system to better align the MSA street network to the recently completed 2030 Transportation Plan, the Village Area Master Plan and AUAR; as well as reconcile the total designated mileage to the total allowable MSAS mileage under State Aid rules.

The proposed changes have been reviewed with the staff of the MN/DOT State Aid office. The recommended motions to act on are as follows:

SUGGESTED MOTIONS: *"Move to approve Resolution No. 2010-028, thereby revoking the Municipal State Aid designation from the listed street segments."*

And

"Move to approve Resolution No. 2010-029 thereby establishing the listed street segments as Municipal State Aid Streets."

BACKGROUND INFORMATION: As a Municipal State Aid city, the City of Lake Elmo is eligible to designate certain higher volume roadways that are functionally classified as collector or arterial streets, as Municipal State Aid routes, and are eligible to receive a proportionate share of state aid funding to assist with the maintenance and construction of the MSA roadway network. Streets designated as Municipal State Aid Streets must meet the selection criteria of Rule 8820.0700, sub. 3.

The City is allowed to designate roadway mileage up to a cap of 20% of the total local and county roadway system within the City limits. In addition, the City is allowed to designate any county road or county state aid highway (CSAH) which is turned back to the city with said mileage being over and above the 20% limitation.

Municipal State Aid funding is allocated to all Municipal State Aid cities based on the City's population and construction Needs. Construction Needs are determined with the use of an elaborate computer generated model, evaluating each MSA street segment within that City. Once each year, the City Engineer must submit a Needs Update to the MN/DOT State Aid office for the annual construction needs determination.

The current MSAS system mileage for the city is 14.39 miles. The city's most recent mileage certification of local streets and county roads was 70.33 miles. Based upon the 20% designation rule, the city is allowed a total MSA mileage of 14.07, meaning that the city is 0.32 miles over the limit.

STAFF REPORT: Each year the city has an opportunity to review and potentially revise the MSA Street System. This year, the City Engineer is recommending changes to better reconcile the designated MSA Street network with the recently completed 2030 Transportation Plan, and the Village Area Master Plan together with the AUAR.

In addition, the proposed changes will serve to reconcile the designated MSA mileage to within the maximum mileage allowed. The proposed changes include the following revocations and additions to the state aid system (see attached MSA Map):

Revocations:

- **Lower 33rd Street N (206-101-010), Klondike Avenue N (206-101-020), Upper 33rd Street N (206-106-010), and Laverne Avenue N (206-106-020):** These streets are located in the "Old Village" area of Lake Elmo and will generally serve as local residential streets within the context of the new Village Area Master Plan. With relatively low traffic levels, we feel that these roadway segments will no longer be good candidates for designation as state aid routes.
- **Linden Avenue N (206-116-010), Linden Avenue N (206-116-020) and Manning Avenue N (206-116-030):** These segments were selected as state aid to provide connectivity with TH36 and 50th Street N for the northeastern part of Lake Elmo. With the completion of the 2030 Transportation Plan and recent TH36 corridor reviews completed with Washington County and MnDOT staff, the designation of this state aid route is no longer needed.

SYSTEM REVOCATIONS:

STREET NAME	FROM	TO	SEGEMENT ID	LENGTH
LOWER 33RD ST N	LAKE ELMO AVENUE (CSAH 17)	KLONDIKE AVENUE	206-101-010	0.42 EXISTING MILES
KLONDIKE AVE N	STILLWATER BLVD NORTH (TH 5)	33RD STREET N	206-101-020	0.12 EXISTING MILES
UPPER 33RD ST N	LAKE ELMO AVENUE (CSAH 17)	LAVERNE AVENUE N	206-106-010	0.07 EXISTING MILES
LAVERNE AVE N	UPPER 33RD STREET N	39TH STREET N	206-106-020	0.46 EXISTING MILES
LINDEN AVE N	50TH STREET N	SOUTH OF EXISTING LINDEN AVE N	206-116-010	0.65 NON EXISTING MILES
LINDEN AVE N	SOUTH OF EXISTING LINDEN AVE N	MANNING AVENUE N	206-116-020	0.44 EXISTING MILES
MANNING AVE N	LINDEN AVENUE N	TH 36	206-116-030	0.14 EXISTING MILES
TOTAL REVOCATION:				-2.30 MI
2009 CERTIFIED MSAS MILEAGE:				14.39 MI
MAXIMUM MILEAGE ALLOWED:				14.07 MI
REVISED MSAS MILEAGE AFTER REVOCATION:				12.09 MI
TOTAL REVISED AVAILABLE MILEAGE:				1.98 MI

Additions:

- **MSAS 117 South Frontage Road Trunk Highway 36 – Keats Avenue N to Lake Elmo Avenue N (CSAH 17) (Non-Existing):** With the revocation of the designations to Manning Avenue and Linden Avenue, the City, through its completion of its Transportation Plan has identified the need to have an east to west collector route along the TH36 corridor. The City is proposing to designate a frontage road along TH36 between Lake Elmo Avenue N (CSAH 17) and Keats Avenue N (MSAS 206-105-010).
- **MSAS 118 Village Parkway – 30th Street N to Trunk Highway 5 (Non-Existing):** The City has identified through its Transportation Plan and its Village Area Master Plan that there will be future need for a collector street within the Village area which will provide system integrity and connectivity for the future expansion and development of the area.

SEGEMENT ADDITIONS:

STREET NAME	FROM	TO	SEGEMENT ID	LENGTH
VILLAGE PARKWAY	TH 5	30TH STREET NORTH	206-118-010	0.98 MI NON-EXISTING MILES
SOUTH FRONTAGE ROAD TH 36	KEATS AVENUE NORTH	CSAH 17 (LAKE ELMO AVENUE)	206-117-010	1.00 MI NON-EXISTING MILES
TOTAL ADDITIONS:				1.98 MI
REVISED AVAILBLE MILEAGE (SEE ABOVE):				1.98 MI
REVISED OVER/UNDER MAXIMUM ALLOWED:				0.00 MI

RECOMMENDATION: Based upon the above background information and staff report, it is recommended that the City Council move to approve both motions by undertaking the following action:

“Move to approve Resolution No. 2010-028 thereby revoking the Municipal State Aid designation from the listed street segments.”

And

“Move to approve Resolution No. 2010-029 thereby establishing the listed street segments as Municipal State Aid Streets.”

Alternatively, the City Council does have the authority to table this item at its discretion for future consideration, thus taking no action tonight, or amending the recommended actions. If the later is done so, the appropriate action of the Council following such discussion would be:

“Move to approve Resolutions 2010-028 and 2010-029 regarding Municipal State Aid Street designations, [as amended at tonight’s meeting].”

ATTACHMENTS: (3)

1. Resolution No. 2010-028, Revocation of Existing MSA Streets
2. Resolution No. 2010-029, Establishing MSA Streets
3. Figure 1 – Municipal State Aid System Street Map, Proposed Revisions

SUGGESTED ORDER OF BUSINESS:

- Introduction of Item Mayor
- Brief Staff Report..... City Engineer
- Questions from Council to Staff Mayor Facilitates
- Public Input, if Appropriate Mayor Facilitates
- Call for Motion Mayor & City Council
- Discussion Mayor & City Council
- Action on Motion Mayor Facilitates

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

RESOLUTION NO. 2010-028

A RESOLUTION REVOKING MUNICIPAL STATE AID STREETS

WHEREAS, the City of Lake Elmo recently completed and adopted the 2010 Comprehensive Transportation Plan and the Village Area Master Plan together with a Village Area Alternative Urban Areawide Review (AUAR).

WHEREAS, these planning efforts resulted in the City of Lake Elmo identifying a long term guide for the development and improvement of the City's transportation network.

WHEREAS, City staff has subsequently reviewed and made recommended system revisions to improve the City's Municipal State Aid Street System to better align with the policies and goals of the 2030 Transportation Plan.

WHEREAS, based on these recommendations, it appears to the City Council of the City of Lake Elmo that the streets hereinafter described as Municipal State Aid Streets under the provisions of Minnesota Laws, are no longer good candidates for designation as state aid routes.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Lake Elmo that the streets described as follows, to-wit:

MSA NUMBER	STREET NAME	FROM	TO
206-101-010	LOWER 33RD ST N	LAKE ELMO AVENUE (CSAH 17)	KLONDIKE AVENUE
206-101-020	KLONDIKE AVEN	STILLWATER BLVD NORTH (TH 5)	33RD STREET N
206-106-010	UPPER 33RD ST N	LAKE ELMO AVENUE (CSAH 17)	LAVERNE AVENUE N
206-106-020	LAVERNE AVE N	UPPER 33RD STREET N	39TH STREET N
206-116-010	LINDEN AVE N	50TH STREET N	SOUTH OF EXISTING LINDEN AVE N
206-116-020	LINDEN AVE N	SOUTH OF EXISTING LINDEN AVEN	MANNING AVENUE N
206-116-030	MANNING AVEN	LINDEN AVENUE N	TH 36

be, and hereby are, revoked as a Municipal State Aid Street of said City subject to the approval of the Commissioner of Transportation of the State of Minnesota.

BE IT FURTHER RESOLVED, that the City Clerk is hereby authorized and directed to forward two certified copies of this resolution to the Commissioner of Transportation for consideration.

Date: _____, 2010

CITY OF LAKE ELMO

By: _____

Dean A. Johnston
Mayor

ATTEST:

Bruce A. Messelt
City Administrator

CERTIFICATION

The undersigned, being the duly qualified and acting Clerk of the City of Lake Elmo, hereby certifies the foregoing Resolution No. 2010-028 is a true and correct copy of a resolution presented to and adopted by the Council of the City of Lake Elmo at a duly authorized meeting thereof held on the 15th day of June 2010, as shown by the minutes of the aforesaid meeting in possession of the undersigned.

Sharon Lumby, City Clerk

(Seal)

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

RESOLUTION NO. 2010-029

A RESOLUTION ESTABLISHING MUNICIPAL STATE AID STREETS

WHEREAS, the City of Lake Elmo recently completed and adopted the 2010 Comprehensive Transportation Plan and the Village Area Master Plan together with a Village Area Alternative Urban Areawide Review (AUAR).

WHEREAS, these planning efforts resulted in the City of Lake Elmo identifying a long term guide for the development and improvement of the City's transportation network.

WHEREAS, City staff has subsequently reviewed and made recommended system revisions to improve the City's Municipal State Aid Street System to better align with the policies and goals of the 2030 Transportation Plan.

WHEREAS, based on these recommendations, it appears to the City Council of the City of Lake Elmo that the streets hereinafter described should be designated Municipal State Aid Streets under the provisions of Minnesota Law.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Lake Elmo that the streets described as follows, to-wit:

STREET NAME	FROM	TO
VILLAGE PARKWAY (NON-EXISTING)	30TH STREET NORTH	TRUNK HIGHWAY 5
SOUTH FRONTAGE ROAD TH 36 (NON-EXISTING)	KEATS AVENUE NORTH	CSAH 17 (LAKE ELMO AVENUE)

be, and hereby are, established, located, and designated a Municipal State Aid Street subject to the approval of the Commissioner of Transportation of the State of Minnesota.

BE IT FURTHER RESOLVED, that the City Clerk is hereby authorized and directed to forward two certified copies of this resolution to the Commissioner of Transportation for consideration, and upon approval of the designation of said roads or portion thereof, that same be constructed, improved and maintained as a Municipal State Aid Streets of the City of Lake Elmo, to be numbered and known as (to be provide by the Office of State Aid).

Date: _____, 2010

CITY OF LAKE ELMO

By: _____

Dean A. Johnston
Mayor

ATTEST:

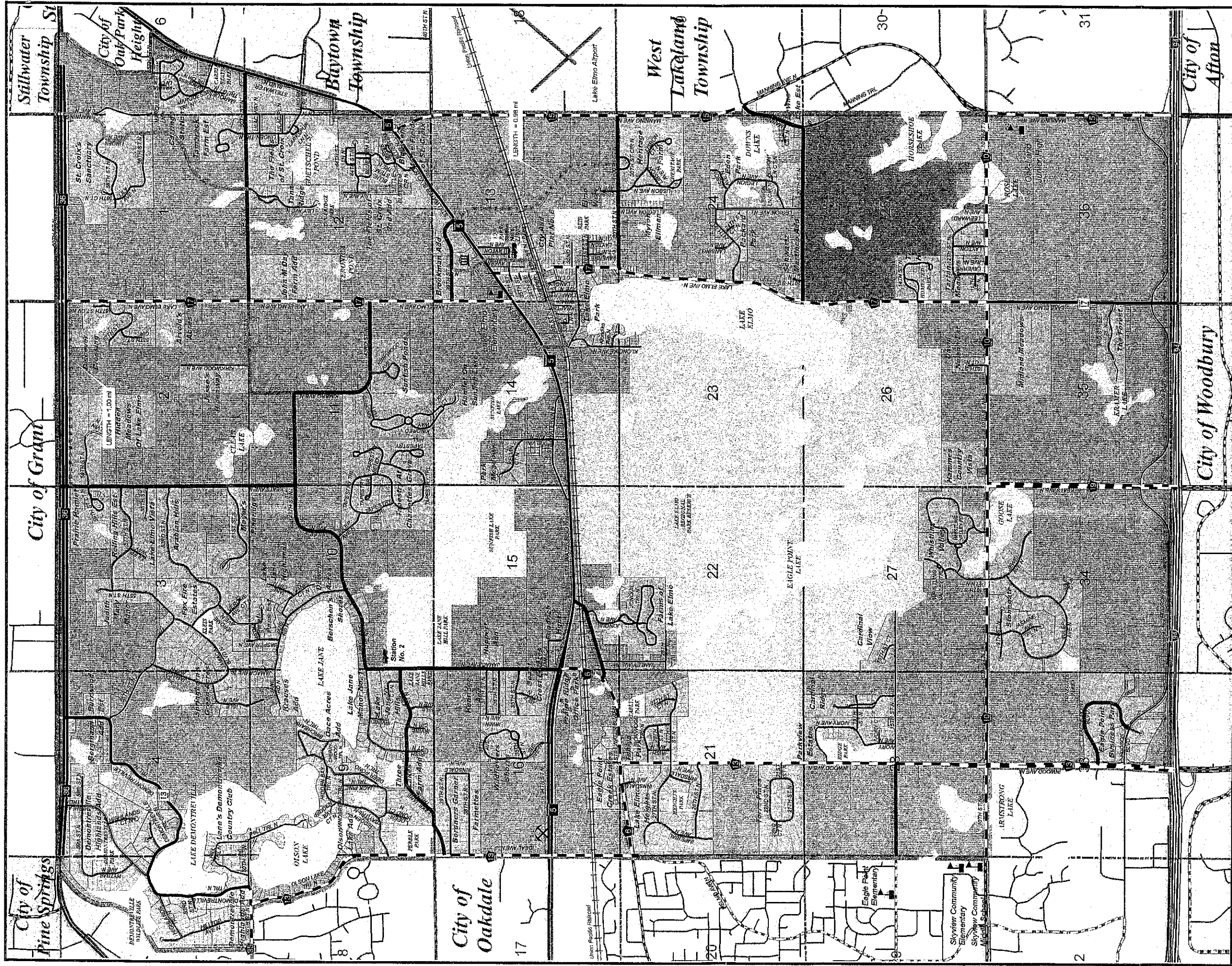
Bruce A. Messelt
City Administrator

CERTIFICATION

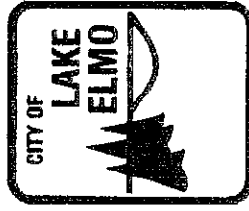
The undersigned, being the duly qualified and acting Clerk of the City of Lake Elmo, hereby certifies the foregoing Resolution No. 2010-029 is a true and correct copy of a resolution presented to and adopted by the Council of the City of Lake Elmo at a duly authorized meeting thereof held on the 15th day of June 2010, as shown by the minutes of the aforesaid meeting in possession of the undersigned.

Sharon Lumby, City Clerk

(Seal)

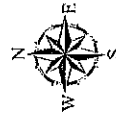


MUNICIPAL STATE AID SYSTEM (MSAS) STREET MAP PROPOSED REVISIONS



- LEGEND**
- EXISTING MSAS
 - EXISTING MSAS - GRAVEL
 - EXISTING MSAS - NON EXIST
 - PROPOSED REVOCATION
 - PROPOSED ADDITION

- City Hall
3800 Lavette Avenue N
651/777-2510
www.lakeelmo.org
- Public Works Building
2445 Heald Ave N
651/233-2414
- Fire Stations
Station No. 1
3810 Lavette Ave N
651/776-0606
Station No. 2
4255 Jackson Ave N
651/779-8882
- Schools
- Parcels
- Subdivisions
- City Parks
- Golf Course
- Lake Elmo Regional Park Reserve
Park Office
651/430-3388
- Lakes



Map Date: February 2010

Created By
TKDA
ENGINEERS - ARCHITECTS - PLANNERS



MAYOR & COUNCIL COMMUNICATION

DATE: 06/15/2010

REGULAR

ITEM #: 8

EXECUTIVE SESSION

AGENDA ITEM: Executive Session Regarding Discussion of Legal Issues and Strategies Relating to Continued Existence and Management of Contaminated Potable Water

SUBMITTED BY: Dave Snyder, City Attorney

THROUGH: Bruce A. Messelt, City Administrator *BAW*

REVIEWED BY: Jack Griffin, City Engineer

SUMMARY AND ACTION REQUESTED: This Executive Session has been scheduled at the request of the City Attorney in order to allow the City Council to discuss with the City Attorney and staff legal issues and strategies relating to the continued existence and management of contaminated potable water (groundwater).

Pursuant to Minn. Stat. § 13D.05, subd 3(b) governing Attorney-Client Privilege, it is recommended that the City Council entertain the following motion to enter into Executive Session:

SUGGESTED MOTION: *“Move to Adjourn to a Closed Meeting Regarding: Legal Issues and Strategies relating to continued existence and management of contaminated potable water”*

BACKGROUND INFORMATION: Council Member Emmons and Mayor Johnston have been leading City discussions regarding this topic. After several months of active conversation, and at the recommendation of the City Attorney, tonight’s Closed Meeting will bring the City Council up to speed regarding legal issues and strategies related to this topic.

STAFF REPORT: City staff will provide its report in Closed Session. Once a Closed Session is called, City staff will secure the facility and ensure all recording devices are turned off.

RECOMMENDATION: It is recommended the City Council enter into Executive Session to discuss tonight's topic. The recommended motion on tonight's agenda is as follows:

“Move to Adjourn to a Closed Meeting RE: Legal Issues and Strategies relating to continued existence and management of contaminated potable water”

Following completion of the Executive Session, the City Attorney will publically summarize the actions and deliberations of the Council. If appropriate, the City Council should then entertain the following motion:

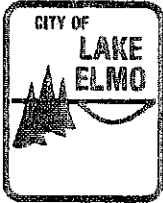
“Move to direct the City Attorney and City staff to proceed as directed in Executive Session.”

Alternatively, the City Council does have the authority to table this item at its discretion for future consideration, thus taking no action tonight.

ATTACHMENTS: None

SUGGESTED ORDER OF BUSINESS:

- Introduction of Item Mayor
- Description of Legal Basis for Executive Session City Attorney
- Call for Motion for Closed Meeting Mayor Facilitates
- Discussion Mayor & City Council
- Action on Motion Mayor Facilitates
- Closed Meeting Mayor Facilitates
- Reconvene in Open Meeting Mayor Facilitates
- Description of Executive Session City Attorney
- Call for Motion, if Appropriate Mayor & City Council
- Discussion Mayor & City Council
- Action on Motion Mayor Facilitates



MAYOR & COUNCIL COMMUNICATION

DATE: 6/15/2010
REGULAR or CONSENT
ITEM #: 9
MOTION *Late Agenda Addition*

AGENDA ITEM: AGREEMENT FOR SERVICES between the City of Oakdale and City of Lake Elmo for vehicle repairs/maintenance.

SUBMITTED BY: Fire Chief Greg Malmquist

THROUGH: Bruce A. Messelt, City Administrator *BAM*

REVIEWED BY: - NA -

SUMMARY AND ACTION REQUESTED: It is respectfully requested that the Mayor and City Council consider and approve and agreement with the City of Oakdale to provide vehicle maintenance/repair services. This will give the City of Lake Elmo an additional source for bids by qualified/certified mechanics. *This item is suggested to be presented as part tonight's Consent Agenda.*

BACKGROUND INFORMATION: This item is the result of Council direction to pursue cost saving measures appropriate to the City needs. Having Oakdale as an additional resource for vehicle repairs will provide an additional timely, cost effective resource for vehicle repairs and maintenance.

The City will continue to use Emergency Apparatus Maintenance for our pump certifications/repairs as well as a resource for repair work on the fire department fleet. Oakdale has been providing this service to the Oakdale FD for several years. The Fire Chief has discussed this with Chief Anderson and has found the work very satisfactory.

STAFF REPORT: Work will be done on a "per job, by quote" basis. All projected expenditures are budgeted within the current FY 2010 Annual Budget.

RECOMMENDATION: Staff recommends approval of this service agreement to ensure that the City has maximum flexibility and control over normal routine maintenance of these vehicles.

RECOMMENDATION: It is recommended that the City Council approve as part of the Consent Agenda the proposed Services Agreement with the City of Oakdale.

Alternatively, the City Council does have the authority to not place this item on the Consent Agenda and further discuss and deliberate prior to taking action. If done so, the appropriate action of the Council following such discussion would be:

“Move to approve the proposed Services Agreement with the City of Oakdale, as Presented *[and modified]* herein.”

ATTACHMENTS:

1. Proposed Agreement with the City of Oakdale

SUGGESTED ORDER OF BUSINESS (if not placed upon the Consent Agenda):

- Questions from Council to Staff Mayor Facilitates
- Call for Motion Mayor & City Council
- Discussion Mayor & City Council
- Action on Motion Mayor Facilitates

AGREEMENT FOR SERVICES

between the

CITY OF OAKDALE

and the

CITY OF LAKE ELMO

This **AGREEMENT**, made and entered into on this ____ day of _____, 2010, by and between the **CITY OF OAKDALE**, ("The City of Oakdale"), a municipal corporation under the laws of the State of Minnesota, and the **CITY OF LAKE ELMO** ("The City of Lake Elmo"), a municipal corporation under the laws of Minnesota,

WITNESSETH:

WHEREAS, in order to manage costs and the quality of maintenance of certain public vehicles for the City of Lake Elmo Fire Department, The City of Lake Elmo has requested the City of Oakdale assist with the repair and routine maintenance of the Lake Elmo Fire Department vehicles; and

WHEREAS, The City of Oakdale has demonstrated cost-effectiveness and expertise in providing these services for its' own fire department; and

WHEREAS, Lake Elmo has identified general vehicle repair as work that the City of Oakdale could perform for the City of Lake Elmo with regard to their Fire vehicle equipment; and

WHEREAS, Both Parties desire this **AGREEMENT** to be effective on the date of the last signature necessary to execute this document is obtained; and

NOW THEREFORE, In consideration of the mutual terms, covenants, warranties and conditions hereinafter set forth, the Parties hereto, intending to be legally bound hereby, mutually agree as follows:

ARTICLE I: SCOPE OF SERVICES

SECTION 1.01.1 Scope of Services

Pursuant to the terms and conditions herein, the City of Oakdale agrees to perform general repair and maintenance work ("Work") on City of Lake Elmo Fire Department vehicles, as Work is defined and pursuant to the provisions in ARTICLE III of this Agreement.

ARTICLE II: TERM

SECTION 2.01. Term

The terms of the Agreement shall remain in effect until terminated, according to the provisions of Section 7.04 of this Agreement.

ARTICLE III: RESPONSIBILITY OF THE CITY OF OAKDALE

As a condition precedent to the City of Oakdale performing the Work, Oakdale agrees it shall accomplish the following tasks:

- 1) Evaluate and determine the urgency of the problem requiring Work.
- 2) Inspect vehicles and keep accurate records of inspections and repairs.
- 3) Provide the City of Lake Elmo Fire Department with information regarding the necessary repairs and/or maintenance requirements for each vehicle.
- 4) Review and determine the repairs and/or maintenance required to service the City of Lake Elmo Fire Department vehicles, obtaining specific instructions regarding whether Works should be commenced immediately (with possible overtime) or whether the Work may be, or should be, commenced and performed during regular

work hours. In the event the City of Oakdale fails to properly notify the Lake Elmo Fire Department of the determined urgency of the problem, the City of Lake Elmo may, at its sole option, deny the overtime request for Work.

- 5) Notify proper authorities at the City of Lake Elmo of the necessary repairs and anticipated down time.

ARTICLE IV: CONSIDERATION AND PAYMENT

SECTION 4.01 Consideration.

In consideration of the City of Oakdale's Work, the City of Lake Elmo shall compensate the City of Oakdale for any and all labor, materials, equipment, overhead and miscellaneous expenses and charges associated with the Work. Labor charges per hour shall be at the rates specified in the Union Labor Contract and will include a 40% additional cost for benefits. Charges for materials, and miscellaneous charges shall be at the rates calculated by the City of Oakdale, and substantiated, when possible, with invoices from Vendors. A 2.0 multiplier on Labor charges will cover charges for equipment and bay space. There shall be a one hour minimum charge with additional time charged in half hour increments. Call back overtime shall have a minimum two hour charge.

The City of Oakdale shall periodically provide the City of Lake Elmo with a copy of the union contracts showing the labor rates in effect.

SECTION 4.02 Payment.

Upon receipt of the City of Oakdale's invoice and verification of the charges, the City of Lake Elmo agrees it shall make payment to the City of Oakdale within thirty (30) days of receipt. Payment shall be in the full amount of the invoice and shall be sent to the address indicated on the invoice.

ARTICLE 5 LIABILITY AND HOLD HARMLESS

SECTION 5.01 Liability.

Each party agrees that it shall be responsible for its own acts and omissions and the results thereof to the extent authorized by law and shall not be responsible for the acts and omissions of the other party and the results thereof. Both Parties' liability shall be governed by and limited to the tort liability provisions found in Minnesota Statutes Chapter 466, as amended from time to time, and any other application law(s). This provision shall survive any termination of this Agreement. Each party shall be responsible for its own vehicle comprehensive, liability, and collision insurance.

SECTION 5.02 Hold Harmless.

Each party agrees that it shall indemnify and save harmless, protect and defend the other party, its employees and agents from any or all liability, suits or demands, including the legal defense thereof, for bodily injuries, including death, or property damages, including loss of use arising out of any activity by itself or its employees and agents under this Agreement.

ARTICLE VI REPRESENTATION AND WARRANTIES

SECTION 6.01 Authority, Binding Effect.

Both Parties represent and warrant that the individuals executing this Agreement on behalf of each of the Parties have the full power and authority to execute and perform this Agreement, and this Agreement constitutes a legal, valid and binding obligation enforceable in accordance with its terms.

SECTION 6.02 Corporate Authorization.

Both Parties represent and warrant that the execution and delivery of this Agreement and the performance of duties contemplated herein have been duly authorized by all necessary legislative or corporate action. The execution, delivery and performance of this Agreement shall not conflict with or result in the breach or violation of any term or provision of any of either party's municipal ordinances or state statutes, charter or constitution, any other state or federal law, or any other provision or authority.

ARTICLE VII MISCELLANEOUS PROVISIONS

SECTION 7.01

All terms, covenants, and conditions of this Agreement shall be binding upon, and insure to the benefit of and be enforceable by the parties hereto and their respective successors, heirs, executors and assigns. This Agreement and the rights and obligations of any party hereunder shall not be assignable except with the written consent of the other party hereto, which consent shall not be unreasonably withheld.

SECTION 7.02 Notice.

Any notice, request, demand, statement or consent required or permitted to be given hereunder, except for notice of Work as provided for in SECTION 1.01 above, shall be in writing, shall be signed by or on behalf of the party giving notice, and shall be personally delivered or sent by express services, fax, or certified or registered mail, return receipt requested, postage prepaid, to the other party to the respective address given herein below:

If to Oakdale: City Administrator, City of Oakdale
1584 Hadley Avenue North
Oakdale, MN 55128
Office: 651-730-2705
FAX: 651-730-2718

If to Lake Elmo: City Administrator, City of Lake Elmo
3800 Lavern Avenue North
Lake Elmo, MN 55042
Office: 651-777-5510
FAX: 651-777-9615

Any such notice given as aforesaid shall be conclusively deemed to have been given and received on the day on which such notice was delivered. Either party may, from time to time, furnish in writing to the other party such notice of a change in the address or individual to whom each notice(s) are to be given.

SECTION 7.03 Severability.

This Agreement is intended to be performed in accordance with, and only to the extent permitted by, all applicable laws, ordinances, rules and regulations. If any provision of this Agreement, or the application thereof to any person or circumstance, shall, for any reason and to any extent, be invalid or unenforceable, the remainder of this Agreement and the application

of such provision to other persons or circumstances shall not be affected thereby but rather shall be enforced to the extent permitted by law.

SECTION 7.04 Termination.

Except for the provisions contained in Article V, which shall survive any termination of this Agreement, this Agreement may be terminated in whole or in part by writing by either party, provided that no termination may be effected unless:

- 1) The other party is given not less than ninety (90) calendar days written notice of intent to terminate,
- 2) The non-terminating party is afforded an opportunity to confer with the terminating party prior to termination.

SECTION 7.05 Waivers and Amendments.

This Agreement may be amended or superseded, and its terms or covenants hereof may be waived, only by a written instrument executed by the parties hereto or in the case of a waiver, by the party waiving compliance. The failure of any party at any time or times to require performance of any provision hereof shall in no manner affect its right at a later time to enforce the same. No waiver by any party of the breach of any term or covenant contained in this Agreement or in any other such instrument, whether by conduct or otherwise, in anyone or more instances, shall be deemed to be, or construed as, a further or continuing waiver of any breach, or a waiver of the breach of any other term or covenant contained herein.

SECTION 7.06 Counterparts.

This Agreement may be executed in two or more counterparts, each of which may be deemed an original, but together shall constitute but one and the same instrument.

SECTION 7.07 Force Majeure.

Neither party shall be held responsible for performance of this Agreement if the party's performance is prevented by acts or events beyond the party's reasonable control, including but not limited to: severe weather and storms, earthquake or other natural occurrences, strike and other labor unrest, power failures, electrical power surges or current fluctuations, nuclear or

other civil military emergencies, or acts of legislative, judicial, executive or administrative authorities.

SECTION 7.08 Entire Agreement.

It is understood and agreed that this entire Agreement supersedes and replaces any and all agreements and negotiations, whether oral or written, between the parties relating to the subject matters herein.

(the remainder of this page is left intentionally blank)

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the dates listed below:

THE CITY OF LAKE ELMO

By: _____
Bruce Messelt, City Administrator

Date: _____

By: _____
Dean Johnston, Mayor

Date: _____

THE CITY OF OAKDALE

By: _____
Craig Waldron, City Administrator

Date: _____

By: _____
Carmen Sarrack, Mayor

Date: _____

CITY OF OAKDALE: Approved as to form:

By: _____ Date: _____
Jim Thomson, City of Oakdale Attorney

CITY OF LAKE ELMO: Approved as to form:

By: _____ Date: _____
Name of Lake Elmo Attorney, City of Lake Elmo Attorney



MAYOR & COUNCIL COMMUNICATION

DATE: 6/15/2010
REGULAR or CONSENT
ITEM #: 10
MOTION *Late Agenda Addition*

AGENDA ITEM: Contract and purchase approval for a "Qwest 911 ALI Database Extract"

SUBMITTED BY: Fire Chief Greg Malmquist

THROUGH: Bruce A. Messelt, City Administrator *BAW*

REVIEWED BY: - NA -

SUMMARY AND ACTION REQUESTED: It is respectfully requested that the Mayor and City Council consider and approve, if necessary, a contract and expenditure of \$1,235.00 to complete the Code Red installation and purchase 911 data from Qwest to be used in the Code Red system. *This item is suggested to be presented as part tonight's Consent Agenda.*

BACKGROUND INFORMATION: The Code Red Emergency Communication System is nearing completion and will be ready for activation in the near future. However, key data needed for optimization of the database is contained within the 911 emergency contact information managed by Washington County but specific to the City of Lake Elmo. This data is essential to allow the Code Red system to perform as optimally as possible.

The City has requested access to and utilization of this information from Washington County, which the County purchases on an annual basis from Quest. To date, no answer has been provided from Washington County. Discussions with other cities utilizing Code Red have indicated that most cities find it easier to purchase their own data directly from the local telephone provider.

STAFF REPORT: There will be an initial fee the first year of \$1,235.00 (Setup charge of \$585.00 + \$650.00 for extract). If we determine that we want to update the data on an annual basis, to stay current, the fee is \$650.00 per year if extracted annually.

RECOMMENDATION: Staff recommends approval and purchase of this data to ensure that the Code Red system performs efficiently and reaches the maximum number of Lake Elmo

citizens as was intended, contingent upon final denial by Washington County of the requested access.

RECOMMENDATION: It is recommended that the City Council approve as part of the Consent Agenda the proposed contract in the amount of \$ 1,235.00, contingent upon final County denial of the requested access to said data.

Alternatively, the City Council does have the authority to not place this item on the Consent Agenda and further discuss and deliberate prior to taking action. If done so, the appropriate action of the Council following such discussion would be:

"Move to approve the proposed contract and purchase of 911 ALI Date from Quest, as Presented [*and modified*] herein."

ATTACHMENTS:

1. Proposed Agreement with Quest

SUGGESTED ORDER OF BUSINESS (*if not placed upon the Consent Agenda*):

- Questions from Council to Staff Mayor Facilitates
- Call for Motion Mayor & City Council
- Discussion Mayor & City Council
- Action on Motion Mayor Facilitates

**QWEST 911 ALI DATABASE EXTRACT AGREEMENT
GENERAL TERMS AND CONDITIONS**

SIGNATURE PAGE

This 911 ALI Database Extract Agreement ("Agreement") is made by and between Qwest Corporation ("Qwest") and _____ ("Customer"). This Agreement will be effective on the date that it is executed by Qwest following Customer's execution of this Agreement ("Effective Date"). This Agreement includes the attached Terms and Conditions and Exhibit A attached hereto and incorporated herein by this reference. Any different or additional terms of any related purchase order, confirmation, or similar form will have no force or effect, unless signed by both parties.

The undersigned parties have read and agree to the terms and conditions set forth in this Agreement, including Exhibit A.

QWEST CORPORATION

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

NOTICE INFORMATION:

All written notices required under this Agreement will be sent to the following:

To Qwest: Qwest Corporation
 1801 California Street, Room 900
 Denver, Colorado 80202
 Facsimile #: (888) 778-0054
 Attention: Legal Department

To Customer: _____

Phone #: _____
Facsimile #: _____
E-mail: _____
Attention: _____

With a copy to: Qwest Corporation
 1801 California Street
 Denver, Colorado 80202
 Phone #: _____
 Facsimile #: _____
 E-mail: _____
 Attention: _____

**QWEST 911 ALI DATABASE EXTRACT AGREEMENT
GENERAL TERMS AND CONDITIONS**

1. Definitions. As used herein:

"ALI Database Information" means ALI listings that are stored by Qwest for the purpose of provisioning and delivering Emergency Services.

"Automatic Location Identification" or "ALI" means a feature by which the address and name associated with a telephone number ("TN") are forwarded to a Public Safety Entity for display.

"Cause" means the failure of a party to perform a material obligation under this Agreement which failure is not remedied, if curable: (a) for payment defaults by Customer, upon five calendar days written notice, or (b) for any other general default, upon 30 calendar days written notice.

"Confidential Information" means any information that is not generally available to the public, whether of a technical, business, or other nature and that: (a) the receiving party knows or has reason to know is confidential, proprietary, or trade secret information of the disclosing party; and/or (b) is of such a nature that the receiving party should reasonably understand that the disclosing party desires to protect such information against unrestricted disclosure. Confidential Information will not include information that is in the public domain through no breach of this Agreement by the receiving party or is already known or is independently developed by the receiving party.

"Emergency Services" means 911 emergency services and Emergency Notification Services.

"Emergency Notification Services" means services that notify the public of an emergency.

"Emergency Support Services" means information or database management services which support Emergency Services.

"Intellectual Property" means all trademarks, trade names, logos, domain names, service marks, copyrights, copyright registrations, patents, patent applications, trade secrets and any other intellectual property whether existing upon the Effective Date or arising thereafter.

"Public Safety Entity" means any PSAP or government agency involved in providing emergency services.

"Public Service Answering Point" or "PSAP" means the answering location for 911 calls.

"Resident" means the persons and entities whose information resides in the ALI database.

"Service" means the Qwest service described in Exhibit A.

"Software" means software (including third-party software) or other digital content or material and related documentation, if any, provided by Qwest to Customer in connection with the Service.

"Special Data Extraction" will mean the creation of an output record or informational report (from existing data files) that is not created in the normal course of business.

2. Provision of Service. Subject to payment of all applicable charges, Qwest will use commercially reasonable efforts to provide the Service set forth in Exhibit A. The Service is provisioned by Qwest and/or through its applicable affiliates, subcontractors and vendors. Service will be supplied in accordance with this Agreement. Customer understands that Qwest's performance under this Agreement is dependent in part on Customer and third parties, including without limitation, suppliers. Accordingly, any performance to be rendered by Qwest

hereunder will be appropriately waived or delayed to account for actions or inactions by such third parties.

3. Intellectual Property. Nothing in this Agreement will be construed as granting Customer any right, title, interest, or license in or to any of Qwest's Intellectual Property and Customer cannot use any of Qwest's Intellectual Property without Qwest's prior written consent. Notwithstanding the foregoing, Qwest grants Customer access to ALI Database Information solely for purposes of delivering, or assisting in the delivery of, Emergency Services, as set forth in 47 USC § 222(g) of the Communications Act of 1934, as amended.

4. Service, Rates and Terms. Exhibit A specifies the description, rates, charges, and other terms applicable to the Service. The rates do not include Taxes.

5. Payment. Customer must pay Qwest all charges by the payment due date on the invoice. Any amount not paid when due will be subject to interest at the lesser of 1½% per month or the highest rate permitted by applicable law. Customer must also pay Qwest any applicable federal, state, and local taxes, surcharges, and other similar charges ("Taxes") assessed in connection with Customer's Service. Taxes are subject to change. Qwest may reasonably modify the payment terms or require other assurance of payment based on Customer's payment history or a material and adverse change in Customer's financial condition.

6. Conditions of Service.

6.1 Qwest will retain all right, title, interest and ownership in and to the ALI Database information it provides hereunder.

6.2 Customer will take commercially reasonable and prudent measures to protect the privacy of the Resident information contained within the ALI Database and prevent disclosure and unauthorized use of ALI Database Information. Such measures will be at least equal to the measures Customer takes to protect its own confidential and proprietary information, including without limitation, implementing adequate computer security measures to prevent unauthorized access to ALI Database Information when contained in any database.

6.3 Customer will not sublicense, sell, copy or allow any third party to access, download, copy or use the ALI Database Information, in any form, or any portions or derivatives thereof, or any information extracted therefrom, except as necessary to enable a vendor contracted by Customer to maintain and make accessible the emergency system and Emergency Services for which Service has been purchased. Customer will require such vendor's compliance with the general terms and conditions of the Agreement, which will be incorporated into an agreement between Customer and such vendor. Customer will be fully liable to Qwest for such vendor's compliance with the terms and conditions of the Agreement. Notwithstanding the foregoing, the Parties understand that third persons may claim that Confidential Information, including without limitation, ALI Database Information, delivered to Customer under the Agreement may be, by virtue of its possession by Customer, a public record and subject to disclosure. The Parties agree that in the event such a claim is made, Customer will immediately notify Qwest of the claim, and Qwest will, at its cost, defend and hold harmless Customer and its officers and employees from any such claim.

**QWEST 911 ALI DATABASE EXTRACT AGREEMENT
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Customer, in consideration thereof, will not disclose any such Confidential Information in response to any such claim until a final unappealable order from a court or agency having authority to issue such order will have been issued. Any such disclosure will be the minimum necessary to comply with such order. Except as described above, Customer will be liable to Qwest for any intentional disclosure, in whole or part, of Confidential Information provided to it hereunder by Qwest. Qwest may "seed" or specially code some or all of the ALI Database Information in order to trace such information and ensure compliance with the disclosure and use restrictions set forth in this Agreement.

6.4 Within five days after the expiration or earlier termination of this Agreement, Customer will: (a) return and cease using any and all ALI Database Information which it has in its possession or control; (b) extract and expunge any and all copies of such ALI Database Information, any portions thereof, and any and all information extracted therefrom, from its files and records, whether in print or electronic form or in any other media whatsoever; and (c) provide a written certification to Qwest from Customer's officer that all of the foregoing actions have been completed.

6.5 Customer represents that it is a provider of Emergency Services or Emergency Support Services and agrees that it will remain such a provider throughout the Term.

7. Covenants of Parties. Qwest agrees that it will make commercially reasonable efforts to ensure that the ALI Database Information that it provides to Customer hereunder will be generally complete and accurate. Customer understands that Qwest has no responsibility to update the ALI Database Information of other local service providers. Customer may, at its option, require Qwest to correct any mutually-agreed deficiencies in its work product or services within a mutually agreeable time period, at no cost to Customer, except when such deficiencies relate to ALI Database Information of other local service providers.

8. Term. This Agreement will effective as of the Effective Date, but the Term of Service will start on the Start of Service Date and continue for the Term selected in Exhibit A in Section 3(e), "Term; Extract Frequency" (the "Initial Term"). The "Start of Service Date" is the date the first extract is pulled. After the expiration of the Initial Term, this Agreement will automatically renew for consecutive renewal periods equal to the Initial Term ("Renewal Term") unless terminated by either party as provided in Section 9, "Termination". Any extensions will be collectively referred to as the "Term"

9. Termination. Qwest may (a) immediately suspend all or any part of the Service, and/or (b) terminate this Agreement (effective after the applicable notice period): (i) for Cause or (ii) upon written notice if Customer becomes or is declared insolvent or bankrupt or is the subject of any proceedings related to its liquidation, insolvency or for the appointment of a receiver or similar officer for it. Customer may terminate this Agreement for Cause. If Customer terminates this Agreement for Cause prior to the conclusion of the Term, then Customer will remain liable for charges accrued but unpaid as of the termination date. Notwithstanding the foregoing or any other provision of this Agreement, either party may terminate this Agreement at its convenience, and without cost, termination liability, or penalty, except for Customer's obligation to pay Qwest for Service rendered up to, and including, the effective date of termination, upon written notice to the other party.

10. Disclaimer of Warranties. CUSTOMER ASSUMES TOTAL RESPONSIBILITY AND RISK FOR CUSTOMER'S USE AND/OR RELIANCE UPON SERVICE. SERVICE IS PROVIDED BY QWEST ON AN "AS IS" AND "AS AVAILABLE" BASIS. EXCEPT AS SPECIFICALLY SET FORTH HEREIN, THE SERVICES AND RELATED SOFTWARE AND/OR CUSTOMER EQUIPMENT, SOFTWARE AND/OR OTHER MATERIALS USED IN CONNECTION WITH THE SERVICE PROVIDED BY QWEST, IF ANY, ARE PROVIDED WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, WARRANTIES OF TITLE, NONINFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. NO ADVICE OR INFORMATION GIVEN BY QWEST, ITS AFFILIATES OR ITS CONTRACTORS OR THEIR RESPECTIVE EMPLOYEES WILL CREATE ANY WARRANTY.

11. Confidentiality; Publicity. Neither party will, without the prior written consent of the other party, (a) disclose any of the terms of this Agreement or use the name or marks of the other party or its Affiliates; or (b) disclose or use (except as expressly permitted by, or required to achieve the purposes of, this Agreement) the Confidential Information of the other party, during the Term and for two years following the expiration or termination hereof. Qwest's consent may be given only by its Legal Department. A party may disclose Confidential Information if required to do so by a governmental agency, by operation of law, or if necessary in any proceeding to establish rights or obligations under this Agreement, provided that the disclosing party gives the non-disclosing party reasonable prior written notice. Customer information contains names, addresses and telephone numbers of Customer's subscribers, including non-published and non-listed telephone service, and the parties understand and agree that there are certain duties and responsibilities imposed by this Agreement and by law or Tariff with regard to the use and distribution of such information.

12. Limitation of Liability. NEITHER PARTY, ITS AFFILIATES OR CONTRACTORS WILL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, RELIANCE, PUNITIVE OR CONSEQUENTIAL DAMAGES OR FOR ANY LOST OR IMPUTED PROFITS OR REVENUES OR LOST DATA OR COSTS OF COVER ARISING FROM OR RELATED TO THE SERVICE OR THIS AGREEMENT, REGARDLESS OF THE LEGAL THEORY UNDER WHICH SUCH LIABILITY IS ASSERTED. CUSTOMER'S EXCLUSIVE REMEDIES FOR ANY AND ALL CLAIMS RELATED TO THE SERVICE WILL BE LIMITED TO THE TOTAL RECURRING CHARGE PAID OR PAYABLE BY CUSTOMER TO QWEST FOR SERVICE IN THE MONTH IMMEDIATELY PRECEDING THE OCCURRENCE OF THE EVENT GIVING RISE TO THE CLAIM. QWEST'S TOTAL AGGREGATE LIABILITY RELATED TO THIS AGREEMENT WILL NOT EXCEED THE TOTAL RECURRING CHARGES PAID OR PAYABLE BY CUSTOMER TO QWEST PURSUANT TO THIS AGREEMENT IN THE MONTH IMMEDIATELY PRECEDING THE OCCURRENCE OF THE EVENT GIVING RISE TO THE CLAIM. THIS LIMITATION OF LIABILITY IN THIS SECTION WILL NOT APPLY TO CUSTOMER'S PAYMENT AND INDEMNIFICATION OBLIGATIONS.

13. Indemnification. CUSTOMER AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS QWEST, ITS AFFILIATES, AGENTS AND CONTRACTORS FROM ANY AND ALL THIRD-PARTY CLAIMS, LIABILITIES, COSTS AND EXPENSES,

**QWEST 911 ALI DATABASE EXTRACT AGREEMENT
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INCLUDING REASONABLE ATTORNEYS FEES RELATED TO USE, MODIFICATION, OR RESALE OF THE SERVICES BY CUSTOMER.

14. Dispute Resolution.

14.1 Governing Law; Forum. This Agreement will be governed by the laws of the state of Colorado, except with regard to matters which are within the exclusive jurisdiction of the state or federal regulatory agency. Those matters alone will be governed by the laws of the appropriate jurisdiction. Any legal proceeding relating to this Agreement will be brought in a U.S. District Court, or absent federal jurisdiction, in a state court of competent jurisdiction, in the location of the party to this Agreement not initiating the action, as indicated in the Notices section. But Qwest may, at its discretion, initiate proceedings in Denver, Colorado to collect undisputed amounts billed. This provision is not intended to deprive a small claims court or state agency of lawful jurisdiction that would otherwise exist over a claim or controversy between the parties.

14.2 Waiver of Jury Trial and Class Action. Each party, to the extent permitted by law, knowingly, voluntarily, and intentionally waives its right to a jury trial and any right to pursue any claim or action relating to this Agreement on a class or consolidated basis or in a representative capacity.

15. Miscellaneous.

15.1 Relationship. The relationship of the parties is that of independent contractor. Neither party will have the authority to bind the other by contract or otherwise or make any representations or guarantees on behalf of the other. The relationship arising from this Agreement does not constitute an agency, joint venture, partnership, employee relationship or franchise.

15.2 Assignment. Customer may not assign this Agreement or any of its rights or obligations hereunder without the prior written consent of Qwest, which consent will not be unreasonably withheld.

15.3 Survival. All terms and provisions of this Agreement which should by their nature survive the termination of this Agreement will so survive.

15.4 Waiver. Neither party's failure to insist upon strict performance of any provision of this Agreement will be construed as a waiver of any of its rights hereunder.

15.5 Severability. If any term of this Agreement is held unenforceable, the unenforceable term will be construed as nearly as possible to reflect the original intent of the parties and the remaining terms will remain in effect.

15.6 Notices. Unless otherwise provided herein, all required notices to Qwest will be in writing, transmitted to the parties' addresses specified in the Signature Page or such other addresses as may be specified in writing, and will be considered given either: (a) when delivered in person to the recipient named on the Signature Page; (b) three business days after mailed via regular U.S. Mail; (c) when delivered via overnight courier mail; or (d) when delivered by fax if duplicate notice is also sent by regular U.S. Mail.

15.7 Authorization. Customer represents and warrants that: (a) the full legal name of the legal entity intended to receive the benefits and Service under this Agreement is accurately set forth herein; and (b) the execution hereof is not in conflict with law, the terms of any charter or bylaw, or any agreement to which Customer is bound or affected. Qwest may act in reliance upon any instruction or signature reasonably believed by Qwest to be genuine. Customer agrees that any employee of Customer who gives any written notice or other instruction in connection with this Agreement has the authority to do so.

15.8 Third-Party Beneficiaries. This Agreement is intended solely for Qwest and its affiliates and Customer and not to benefit any other person or entity.

15.9 Force Majeure. Neither party will be liable for any delay or failure to perform its obligations hereunder if such delay or failure is caused by an unforeseeable event beyond the reasonable control of a party, including without limitation: act of God, fire, flood, labor strikes; sabotage, fiber cuts, acts of terror, material shortages or unavailability, government laws or regulations, war or civil disorder, or failures of suppliers of goods and services.

16. Entire Agreement. This Agreement, including Exhibit A, constitutes the entire agreement between Customer and Qwest and supersedes all prior oral or written agreements or understandings. All amendments to this Agreement will be in writing and signed by the parties' authorized representatives. Each party reserves the right to reject any handwritten change to this Agreement.

Qwest 911 ALI Database Extract Agreement

EXHIBIT A

Qwest 911 ADE Product Description

This Exhibit A to the Qwest 911 ALI Database Extract Agreement (the "Agreement") sets forth the description of the Qwest 911 ALI Database Extract ("Qwest 911 ADE").

1. DEFINITIONS

Except as otherwise set forth herein, capitalized terms shall have the definitions assigned to them in the Agreement.

"Emergency Number Service Provider" or "ENSP" means any entity involved in any aspect of providing services in support of 911.

"Emergency Service Number" or "ESN" means the routing number that directs the 911 call to the appropriate PSAP.

"Listing" means one name, address, and TN.

"Master Street Address Guide" or "MSAG" means the listing of all existing addresses in a community that is maintained by the local addressing authority.

"Region" means the applicable county, city, or ESN as defined in the MSAG.

"Subscriber" means a local service customer of Qwest or other carrier whose ALI Database Information is included in the Service.

2. DESCRIPTION

The Service extracts Subscriber listed and unlisted (including unpublished) information in its possession and delivers it to Customer solely for purposes of delivering, or assisting in the delivery, of Emergency Services.

The Service offers full database downloads for the selected Region, and daily updates containing only the Subscriber data records for the selected Region that have been modified since the most recent extraction. Each of the extracts requires the selection of unique criteria in order for the extract to be executed properly. This Exhibit A identifies the required criteria for each extract.

3. DETAILED SERVICE INFORMATION

Customer defines the format, frequency and data sets during account setup. A user ID and a password-protected means of extract retrieval are also established during account setup.

(a) File Format

Qwest will format files compliant with either of the following:

- NENA 2 512 byte format.
- World Wide Web Consortium's XML 1.0 specification for XML formatted files.
- ENSP fixed width data file.

(b) File Naming

- File names conform to an 8-character, no suffix naming convention.

(c) Data Sort Order

- Files are sequenced by a single header record followed by zero or more data records, and conclude with a single trailer record.
- Full database download records are sorted in ascending sequence by TN.
- Update download records are also sorted in ascending sequence by TN. Only the final disposition of any record that changes between downloads is reported. Customer's system must interpret function codes such as the receipt of an update record where no insert previously existed.
- A file without data records indicates no content is available for the selected Region and extract type.

(d) Geographic Area Extract Selection Criteria

The following primary geographic selection criteria are available (as defined in the applicable MSAG):

- Community/Municipality name
- County/Parish name; and
- ESN and Entity (combined)

Qwest 911 ALI Database Extract Agreement

(e) Term; Extract Frequency. Qwest 911 ADE downloads and updates are available as follows: Full record downloads are available monthly, quarterly, yearly and on demand. Full downloads include records that may not have changed since the last download. Changed record downloads are only available daily or monthly. Customer selects the following Term and Extract Frequency by checking the applicable box below.

Selection	Frequency	Term
<input type="checkbox"/>	Daily ¹	Enter number of days or "NA" Days
<input type="checkbox"/>	Monthly	Select Term or N/A Years
<input type="checkbox"/>	Quarterly	Select Term or N/A Years
<input type="checkbox"/>	Yearly	Select Term or N/A Years
<input type="checkbox"/>	On Demand ²	Select Term or N/A Years

(f) Notification of Extracted Data File Availability

- For an additional charge, Customer may request to be notified via email when a file is available for download. The charges for this option are set forth in Section 4, below.

(g) Extract Data File Retention on File Server

- Extracted data files are stored on the file server for no more than fourteen (14) calendar days from the date of extract, and no backup data files are maintained.

(h) Distribution Method for Extracted Data Files

- Extract files are not sent to Customer.
- Customer connects to the file server specified by Qwest to download (pull) its extract files. This is for extract files containing less than 10,000 records. Extract files containing 10,000 or more records will be sent in the form of a compact disk ("CD").
- Customer is provided a secure, specific partition within the file server which is required for changed record downloads.
- Customer uses a dial-up connection to retrieve data files from its pre-designated file server location.
- Customer may access the file server only to download its own files.
- File transmissions may utilize file compression technology.

4. RATES AND CHARGES

Qwest will charge Customer the following amounts for Service:

	Charge	Minimum
Setup per Region	\$585 nonrecurring	Not applicable
Initial/Update full download (10,000 or more records will be in the form of a CD)	\$0.005 per Listing, recurring. NOTE: Customer will be billed for each Listing in the applicable Region, for each Full Download report ordered.	\$650 per Region
Daily updates	\$0.008 per Listing, recurring. NOTE: Customer will be billed monthly on a per Listing basis for each Listing in the applicable Region.	\$945 per Region
File notification (optional)	\$325 per year, recurring	Not applicable
Premium fee (for Regions with more than 5 million Listings)	Initial/Update Full Downloads - \$2,000 per each 1 million Listings in excess of 5 million for each Full Download report ordered. Daily Updates - \$2,300 per month per each 1 million Listings in excess of 5 million, recurring.	Not applicable

¹ Daily update extracts contain Subscriber record changes during the previous 24-hour period, Tuesday through Friday. Monday daily update extracts include record changes since the Friday extract.

¹ On-Demand downloads and updates must be requested ten (10) business days in advance of the expected pull of the extract.