

FILE

Mayor:
Dean Johnston
Council members:
Rita Conlin
Steve DeLapp
Liz Johnson
Anne Smith

Lake Elmo City Council

Tuesday

November 15, 2005

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

Please read:

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

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

Agenda

City Council Meeting Convenes 7:00 PM

Pledge of Allegiance

1. Agenda

2. Minutes:

October 18, 2005, November 1, 2005

3. PUBLIC INQUIRIES/INFORMATIONAL:

A. PUBLIC INFORMATIONAL:

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

4. CONSENT AGENDA

A. Resolution No. 2005-121: Approving claims

B. Resolution No. 2005-122 : Approving Maplewood Oakdale Lions Charitable Gambling License

C. Resolution No. 2005-124: Railroad Crossing Agreement for Water Systems Interconnect Phase III

D. (1) Resolution No. 2005-125: Change Order for Chris Riley Water Project Phase I

(2) Resolution No. 2005-126: Change Order for Chris Riley Water Project Phase III

E. Ad Hoc Community Improvement Committee Attendance

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

<p>5. <u>FINANCE</u></p> <p>A. Public Hearing: Assessment for Proposed Unpaid Municipal Utilities; Resolution No. 2005-123</p> <p>B. Monthly Operating Report</p> <p>C. Truth N Taxation, Proposed Budget - verbal</p> <p><u>6. NEW BUSINESS</u></p>		
<p>7. <u>MAINTENANCE/PARK/FIRE/BUILDING:</u></p> <p>A. Fire Department:</p> <p>(1) Resolution No. 2005-127 Adopting the National Incident Management System</p> <p>(2) Resolution No. 2005-128, Adopting and Promoting the Use of Intrastate Mutual Aid Agreements</p> <p>B. Update on Building Dept. Activities:Jim McNamara</p>		
<p>8. <u>CITY ENGINEER'S REPORT:</u></p> <p>A.</p>	Tom Prew	
<p>9. <u>PLANNING, LAND USE & ZONING:</u></p> <p>A. Alternative Septic Treatment - Austad, Pierre, Hurt</p> <p>B. Comprehensive Plan Update - verbal</p>	C. Dillerud	
<p>10. <u>CITY ATTORNEY'S REPORT:</u></p> <p>A.</p>		
<p>11. <u>CITY ADMINISTRATOR'S REPORT:</u></p> <p>A.</p>		
<p>12. CITY COUNCIL REPORTS:</p> <p>A. Mayor Johnston</p> <p>B. Council Member Conlin</p> <p>C. Council Member DeLapp</p> <p>D. Council Member Johnson</p> <p>E. Council Member Smith</p>		
<p>Closed Council Meeting to discuss pending matter, (District Court File 82-C605006209): November 29, 2005; 6 p.m.</p>	<p>Truth'N Taxation Hearing:December 5, 2005; 7 p.m.</p>	

LAKE ELMO CITY COUNCIL MINUTES

NOVEMBER 1, 2005

6:00 P.M. CLOSED SESSION – Adjustment Performance Review/Salary Adjustment

1. AGENDA
2. MINUTES: October 18, 2005 - POSTPONED
3. PUBLIC INQUIRIES/INFORMATIONAL:
 - A. Public Inquiries - None
 - B. Public Informational:
 - (1) Senior Housing Survey: Brenda Anderson, CIC
 - (2) Ground Breaking Date of November 3rd for Public Works Facility
4. CONSENT AGENDA:
 - A. Resolution No. 2005-115: Approving claims
 - B. Partial Payment No. 2 to G.M. Contracting: Resolution No. 2005-116
 - C. Escrow Reduction for Cardinal View
5. FINANCE
6. NEW BUSINESS:
 - A. Request for Extended Work Hours: Hoffman, DeMontreville Trail
 - B. Community Improvement Commission Appointments
 - C. Administrator Review/Salary Adjustment
7. MAINTENANCE/PARK/FIRE/BUILDING:
 - A. Fire Department Handbook
8. CITY ENGINEER'S REPORT:
 - A. Accept Feasibility Report on Water Project for Tablyn Park/Lake Elmo Heights and Conduct Informational Hearing: Resolution No. 2005-117
9. PLANNING, LAND USE & ZONING:
 - A. Moving Building into City: Hardy; Resolution No. 2005-118
 - B. Zoning Ordinance: Text Amendment – Repeal OP Conditional Use – AG/RR Zones: Ordinance No. 97-163
 - C. Final Plat and Development Agreement – Park Meadows: Resolution No. 2005-120
 - D. Comprehensive Plan System Statement – Resolution No. 2005-119
10. CITY ATTORNEY'S REPORT
11. CITY ADMINISTRATOR'S REPORT:
 - A. Snowmobile Ordinance: Ordinance No. 97-164 - POSTPONED
12. CITY COUNCIL REPORTS

Mayor Johnston called the Council meeting to order at 7:00 p.m. in the Council Chambers. PRESENT: Conlin, Smith, Johnston, Johnson, DeLapp, City Engineer Prew, Building Official McNamara, Attorney Filla, City Planner Dillerud, Finance Director Tom Bouthilet and Administrator Rafferty.

1. AGENDA:

Delete: 11A. Snowmobile Ord, Add: 9D. Comprehensive Plan System Statement;
Move 8A. Informational Meeting on Water Project at top of agenda.

M/S/P Johnson/DeLapp – to approve the November 1, 2005 City Council agenda, as amended. (Motion passed 5-0).

2. MINUTES: October 18, 2005

The Council received the October 18, 2005 City Council minutes at the meeting.

M/S/P Johnson/DeLapp - to postpone the October 18, 2005 City Council minutes until the November 15, 2005 City Council meeting. (Motion passed 5-0).

3. PUBLIC INQUIRIES/INFORMATIONAL:

A. Public Inquiries - NONE

B. Public Informational:

(1) Senior Housing Survey: Brenda Anderson, CIC

Brenda Anderson, Community Improvement Member, reported the 100 Senior Housing Surveys, out of 300 surveys passed out, indicated that 86% of the respondents believe that the City has a need for senior housing and 73% of the respondents would consider or move into senior housing in Lake Elmo, but they did not want senior housing along Interstate 94. She said many seniors in the City would like to stay in Lake Elmo and have affordable housing. She said the City needs to identify appropriate senior housing that would be suitable in the City. The City could hire a professional consulting organization that would research, identify and plan for senior housing in the City.

Council member Conlin suggested sharing this information with Bob Engstrom, Master Planner.

The Council will discuss this item at the December Council Committee meeting.

(2) Ground Breaking Date of November 3rd for Public Works Facility

The City of Lake Elmo will break ground for the new Public Works Facility and Water Tower on November 3, 2005 at 4:00 p.m. Both facilities will be constructed on the northeast corner of Highway 5 and Ideal Avenue.

4. CONSENT AGENDA:

A. Resolution No. 2005-115: Approving claims

M/S/P DeLapp/Johnson - to adopt Resolution No. 2005-115, A Resolution Approving Claim Numbers 287, 288, DD551 through DD560, 28129 through 28143 which were used for Staff Payroll dated October 27, 2005: Claims 289, 28144 through 28185, in the total amount of \$361,232.59. (Motion passed 5-0).

B. Partial Payment No. 2 to G.M. Contracting: Resolution No. 2005-116

In his memo dated October 28, 2005, the City Engineer reported the work is nearly complete on the Water System Interconnect – Phase II Project and recommended approval of Partial Payment No.2 in the amount of \$24,900.36.

M/S/P DeLapp/Johnson - to adopt Resolution No. 2005-116, A Resolution Approving Partial Payment No. 2 to G.M. Contracting for Water System Interconnect – Phase II Project in the amount of \$24,900.36, verified by the City Engineer in his memo dated October 28, 2005. (Motion passed 5-0).

C. Escrow Reduction for Cardinal View

In his memo dated October 20, 2005, the City Engineer reported improvements on Cardinal View are generally complete except for the final lift of blacktop. The final inspection of the storm sewer has not been scheduled. The City Engineer has certified by his October 20, 2005 memo that the required development security can be reduced from \$57,968.75 to \$23,250.00.

M/S/P DeLapp/Johnson - to approve the reduction of the Development Security requirement for Cardinal View from \$57,968.75 to \$23,250.00 based on the recommendation of the City Engineer in his memo dated October 20, 2005. (Motion passed 5-0).

5. FINANCE:

6. NEW BUSINESS:

A. Request for Extended Work Hours: Hoffman, DeMontreville Trail

Joe Hoffman requested a special permit from the City for extended working hours for his contractors pursuant to City Code, Section 1370.03B, for the construction of a new home under construction at 7850 DeMontreville Trail. Mr. Hoffman is requesting only the weekend extension, limited by Code to the hours of 1:00 p.m. to 5 p.m. on Saturdays, Sundays and Holidays through December 18. Hoffman said his main reason for the request is due to possible inclement weather that could delay completion and the availability of time and amount of time needed by himself and the crew to complete the construction of his future residence.

M/S/P Smith/Johnson - to approve a special permit to Joe Hoffman to extend working hours for the construction of a home at 7850 DeMontreville Trail. This permit will allow work during the hours of 1:00 p.m. to 5:00 p.m. on Saturdays, Sundays and holidays through December 18, 2005. (Motion passed 5-0).

Council Member Conlin indicated since the Council has had to address several of these variance requests, the Council should discuss the noise ordinance in regard to limiting construction working hours.

M/S/P Conlin/DeLapp - that construction working hours be brought to the Council Committee in December. (Motion passed 5-0.)

B. Community Improvement Commission Appointments

The City received a resignation letter from Stacy Howieson in August. The CIC currently has one vacancy and an attendance issue for another commissioner who has not responded to attempts to contact and is on leave of absence from work. The CIC has had difficulty forming a quorum and cancelled two meetings. There are currently no applications on file. Staff continues to advertise for applicants.

M/S/P Smith/Johnson - to accept the resignation of Stacy Howieson as a member of the Community Improvement Commission, and to thank her for service to the City. (Motion passed 5-0.)

Staff requested Council direction with regard to Commissioner Jill Anderson's continued absence.

Council member Conlin pointed out that according to the resolution adopting the CIC which states the Commission shall meet quarterly, or as often as required to respond to specific requests from the Council for advice or recommendations. The CIC has been meeting monthly so should attendance be calculated on monthly or quarterly meetings.

M/S/P Johnson/Conlin - to direct the CIC to review absence of Jill Anderson and review attendance per quarterly meetings and not monthly meetings. (Motion passed 5-0).

M/S/P Smith/Johnson - to reappoint Joan Ziertman to a two-year term on the Community Improvement Commission. (Motion passed 5-0).

M/S/P Smith/Johnson - to reappoint Gary Rieder to a two-year term on the Community Improvement Commission. (Motion passed 5-0).

C. Administrator Review/Salary Adjustment

Mayor Johnston explained the Council met in a closed session to discuss the Administrator's review and Salary adjustment. The Council recommended three percent increase effective May 1, 2005.

M/S/P Johnston/Johnson - to approve the City Administrator's salary adjustment, based on the current compensation plan which is in place. (Motion passed 5-0.)

The Finance Director added that the Council voiced concerns on the compensation system and will be looking into revising the system.

7. MAINTENANCE/PARK/FIRE/BUILDING:

A. Fire Department Handbook

The City Administrator reported this document is moving forward so the Fire Department employees can have a reference. Every member of the Council will have a copy and

asked to make comments. Council member Johnson stated the process is clear for management to get documentation to do their job and the firefighters to understand, but once the policies are on paper it has to be supported.

8. CITY ENGINEER'S REPORT:

A. Accept Feasibility Report on Water Project for Tablyn Park/Lake Elmo Heights and Conduct Informational Hearing: Resolution No. 2005-117

The City Engineer provided and summarized the Feasibility Report on the Water Project for Tablyn Park/Lake Elmo Heights neighborhoods.

Larry Moody, 8268 Stillwater Blvd., asked what the costs to residents once connected to water.

The Finance Director responded that the average water bill would be \$200-240 a year, approx. \$20 per month, depending on members in household and lawn sprinkling. The Finance Director said the water prices are pretty comparable to the operation and maintenance of a private well. The City Engineer said this cost will be offset by reduced homeowner's insurance costs due to fire hydrants being available, the elimination of repair/replacement cost to their well and pump, the costs of well testing in the future and an increase in their property value that will result from converting the homes to a public water supply.

Marsha Zafft, 2773 Inwood Avenue N., asked how long has the City worked on this. The Administrator responded since March, 2005. She said that her well was tested, nothing was found, but both daughters had been tested and have some of the highest carcinogens. She asked what happens to their gardens or raspberry bushes that are contaminated. The City Engineer explained that the water drawn from municipal wells, which there are two wells, are far away from the contaminated area and the wells are tested every month.

Terry Needham, 2970 Jamley Avenue N., asked when did the elected officials meet with 3M. The Administrator answered that he was made aware of the water problem in late February of 2005 and the Council did not know about this before then. The City asked Public Health and MPCA to have a meeting and have met monthly. He said 3M reps have been invited to meetings and during the eight months have looked at short term and long term action plans. Needham said that we all knew 3M screwed up two aquifers and why should we have to pay. Why doesn't the City say 3M you pay the water bills. He said it is not right....they knew they were dumping drums.

Mayor Johnston said he understood the residents' concern and the Council could approach 3M with a proposition to have the company pay water bills. Attorney Filla said the residents may want to approach 3M en masse because they would have more rights in this than the City. Filla said the City has broad authority to require the affected residents to hookup to water under a safety health and welfare mandate.

Bill Hughes, 9038 31st St. N., stated the person responsible for contaminating wells should be responsible to pay our water bills. He asked why not lay sewer pipes now when the street is torn up. He also asked if there is a backup plan for the community drain field system for the Farms of Lake Elmo in case of freeze-up due to the cold weather and lack of snow. The City Engineer explained there is not a great deal of disturbance to lay water pipes and there is no sewer planned for the next 25 years.

Terry Arends, 8815 27th Street, stated our street was to be repaired, but you can't do the street until next year. Therefore, he asked, won't you have some money left over since you already started the project. The Administrator responded there is no money left over. Arends asked what happens if our current well is bad. He was told the Public Health Dept. would provide water if you exceeded health limit similar to the 19 homes. Carbon filtration will be added. He asked if the City could provide a place to obtain water.

Dave Moore, 8680 Stillwater Blvd., said he has a polluted well in one of the highest polluted areas. He asked why the City can't serve the highest polluted area in the first phase of the water project.

Bob Helwig, 8247 27th Street, stated he has ground elevations that are higher and his concern is the head pressure on those higher elevations. The City Engineer said a temporary booster pumping station would be built to service the southern portion of Lake Elmo Heights 3rd Addition, as it is in a higher pressure zone than the rest of the project area. In the future, a permanent booster pump station is planned.

Steve Chlebech, 9018 31st Street, stated he just put in a new private well a year ago because he needed it and the water has tested clean. He asked what the chances are of being reimbursed because he believes 3M should pay for the new well.

Tom Regan, 8875 27th Street, stated with the spraying into our aquifers, is it possible sink back lower than Oakdale. Is it possible these wells would clear up? The Administrator responded this is a new area of science, doesn't believe that would change it, and try to find alternative ways to clean it.

The City Administrator reported an appraiser established property value, taking into account home built a certain size, at a certain time and any impact due to the circumstance, the extension of municipal water would have a positive impact of \$42,000.

Barbara Peterson, 3010 Janero Avenue, asked in regard to soil contamination, would the agencies do soil tests on our property. She said 3M contaminated this area and they should pay for our water until we sell the house. The Administrator responded they have not discussed soil tests.

The Mayor asked the Council to approach the resolution within the money available and then pursue with another motion to address residents' concerns.

Terry Needham asked if a motion would preclude the City from talking to 3M. Staff told him the property owners have more rights than the City to talk to 3M.

M/S/P Johnston/Conlin – to adopt Resolution No. 2005-117, as amended (Change #4 to read: The City Council declares its official intent to reimburse itself for the costs of the improvement from the proceeds of the 3M Community Improvement Grant.), which will extend the municipal water supply to the 214 existing homes of Lake Elmo Heights and Tablyn Park neighborhoods as well as the sealing of existing private wells except for a few wells that will be test wells. (Motion passed 5-0.)

M/S/P Conlin/DeLapp - to direct staff to talk with 3M concerning how to address concerns in terms of compensation of water charges up until the date they sell their home and also circumstance where pumps and wells recently replaced can be reimbursed; and to direct staff to work Minnesota Department of Health on soil testing and request the City Engineer to look at running the pipe for the most polluted areas first. (Motion passed 5-0.)

A class action lawyer spoke up and said she represented the plaintiffs in the case against 3M and her firm was conducting private testing on residents' blood and they have been finding the chemicals in very high levels. She said that she and her associates have been working on the case against 3M for about a year.

Dawn Brady, Lake Elmo Heights resident, asked the Council to consider the potential water costs for 3 acre lot.

9. PLANNING, LAND USE & ZONING:

A. Moving Building into City: Hardy; Resolution No. 2005-118

The City Planner reported the Planning Commission recommended approval of this application to move a house and detached garage structure a few hundred feet across 31st Street North adjacent to 9255 31st Street N. The Council had previously approved a zoning variance to allow a dwelling unit on the 17,000 sq.ft. parcel to which the house and garage are proposed to be moved. The Council's condition to the variance requiring proof of septic system feasibility on the site was addressed by a certified Septic Designer's report that a primary drain field of sufficient size could be constructed on the site, but any backup drainfield would have to be of a mound design.

The City Planner pointed out variance was granted to allow a nonconforming lot for a single family dwelling and there was always the intent to move the garage.

Council member DeLapp stated it's an ugly looking garage and there's nothing historical about it. There is no characteristic restoration. He said this is a three-car garage and not suitable on a .4 of acre lot.

Council member Smith stated it was never indicated to move the garage and believes the City will still have problems with this.

The City Planner said he didn't agree with the Council arguing the original variance based on the historic character of the house, but that was the Council's finding for voting in favor of that variance.

Linda Hardy said she did indicate they were planning on moving the farmhouse and garage. She said she would paint the garage in matching colors and will make the garage compatible to the house. She said she will be storing building materials in the garage.

M/S/P Johnston/Johnson - to adopt Resolution No. 2005-118 approving a permit to Linda Hardy to move a house and garage to a vacant parcel on 31st Street North pre plans staff dated October 20, 2005 subject to the applicant posting the appropriate financial security with the City to complete the move and improvements proposed within 12 months.
(Motion passed 4-1DeLapp)

B. Zoning Ordinance:Text Amendment – Repeal OP Conditional Use – AG/RR Zones:Ordinance No. 97-163

The City Planner reported the Planning Commission conducted a Public Hearing and adopted a recommendation to amend the Zoning Ordinance text by repealing the Conditional Use Permit provision of the RR and AG zones. This action will render the OP Ordinance (which remains in the Code) inoperative. The Commission was advised by staff that it is probable staff will recommend that these provisions be added back to the zoning ordinance at such time as the 2030 Comprehensive Plan, and any redrafted zoning ordinance/map response to that Plan, becomes effective.

M/S/P Johnston/Conlin – to adopt Ordinance 97-163, An Ordinance repealing the Open Space Development Conditional Use Permit from the AG and RR zoning districts.
(Motion passed 5-0.)

Attorney Filla said no project that has received preliminary plat approval will be affected by this. The Planner said OP part of Lakewood church project does not have concept plan approval yet.

C. Final Plat and Development Agreement – Park Meadows:Resolution No. 2005-120

The City Planner reported that Barbara Berquist and J. P. Bush Homes have submitted an 8 lot Residential Estates submission and submitted Final Plat drawings and construction plans. The Planner handed out a copy of the Development Agreement.

Council member DeLapp said he didn't see anything on landscaping and will not retain the rural character that has been provided.

The Planner responded there is a final landscape plan in the file and there are covenants.

Attorney Filla said the declaration of covenants doesn't specifically require the landscaping on individual lots. He said if there is a concern on the entrance, the Council can implement a landscape plan restriction on the developer.

M/S/P Johnson/Conlin – to adopt Resolution No. 2005-120, A Resolution Approving the Final Plat and Development Agreement of Park Meadows. (Motion passed 5-0.)

The Planner reported the City has received a letter from the applicant appealing the fee calculated for park dedications.

Joe Bush confirmed the applicant's appeal of the park dedication fee calculations by the City and requested the City reduce the amount of the escrow the applicant must provide the City while the appeal is considered by the court.

The City Planner recommended that no escrow reduction be approved by the City Council since there is no certainty that a court will approve the park dedication fee reduction. He noted that the amount of escrow will be the exact amount of the calculated park dedication fee, which will be payable in full by the applicant should the court decide that a reduction is not warranted.

The Council took no action on the applicant's escrow reduction request.

D. Comprehensive Plan Systems Statement

The City Planner explained he has reviewed the September 12, 2005 Systems Statement issued by the Metropolitan Council and found that certain elements of the Systems Statement are inconsistent with the intent and purpose of the Memorandum of Understanding between the Metropolitan Council and the City, and inconsistent with the Comp Plan prepared by the City responsive to the Memorandum of Understanding as follows:

1. Designation of the residential areas of the City not planned for service by Region Sewer as "Diversified Rural" by the 2030 Development Framework and the Systems Statement.
2. The geographic extent and location of "Developing Area: and the designation of "Diversified Rural" on Map W-7 of the Systems Statement.

The Council found the requirement of Page T-3 of the Systems Statement for the City's Comp Plan to identify a park-and-ride facility at I-94 and Keats as depicted by the Park and Ride Facility Plan to be inconsistent with the City's previously stated opposition to a park-and-ride facility at that location.

M/S/P Johnston/DeLapp - to approve the staff recommendations and adopt Resolution No. 2005-119 Requesting a Hearing to resolve the stated disagreements over the content of the Lake Elmo Systems Statement as provided for by State Statute and to invite District 12 Metropolitan Council Member Chris Georgacas to come and meet with the Council. (Motion passed 5-0).

10. CITY ATTORNEY'S REPORT

11. CITY ADMINISTRATOR'S REPORT:

B. Snowmobile Ordinance: Ordinance No. 97-163 – POSTPONED

12. CITY COUNCIL REPORTS

Mayor Johnston reported the Lake Elmo Library is within a day to be turned over to Washington County and opening date is December 15, 2005. He also reported that the Ramsey Center for the Arts have volunteer staff members, which is running remarkably well.

Council Member Smith congratulated Senn and Youngdahl, who were awarded the fourth annual People's Choice Award for their model home at 9986 Tapestry Road.

The Council Adjourn the meeting at 9:54 p.m.

DRAFT

4A.

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

**RESOLUTION NO. 2005-121
RESOLUTION APPROVING CLAIMS**

BE IT RESOLVED THAT Claim Numbers 290, 291, DD561 through DD572, 28187 through 28218, were used for Staff Payroll dated November 10th, 2005; claims 28219 through 28268, in the total amount of \$101,958.87 are hereby approved.

ADOPTED, by the Lake Elmo City Council on the 15th day of November, 2005.

Dean A. Johnston
Mayor

ATTEST:

Martin J. Rafferty
City Administrator

Accounts Payable Computer Check Proof List

User: administrator
Printed: 11/10/2005 - 1:58 PM

SPRINGBROOK SOFTWARE

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
Vendor: ACBHDH 12464	Acc Hardware				ACH Enabled: No
12474	Sump Pump at 3585 Laverne	148.84	11/15/2005	Check Sequence: 1 101-450-5200-42230	
13598	Sump Pump Kit - 3585 Laverne	19.45	11/15/2005	101-450-5200-42230	
13629	Hardware - Hockey Boards	32.67	11/15/2005	101-450-5200-42250	
	Hardware - Hockey Boards	43.16	11/15/2005	101-450-5200-42250	
	Check Total:	244.12			
Vendor: AIRGAS 105979315	Airgas North Central Annual Welding Tanks Maint.	18.32	11/15/2005	Check Sequence: 2 101-430-3100-44040	ACH Enabled: No
	Check Total:	18.32			
Vendor: ANCOM 41961	ANCOM COMMUNICATIONS, INC. Chargers - Fire Dept.	215.13	11/15/2005	Check Sequence: 3 101-420-2220-43230	ACH Enabled: No
	Check Total:	215.13			
Vendor: ARAM 629-5841240	Aramark Linen - City Hall	59.93	11/15/2005	Check Sequence: 4 101-410-1940-44010	ACH Enabled: No
	Check Total:	59.93			
Vendor: ASPENMI 63773	Aspen Mills, Inc. Patches - Fire Dept	292.00	11/15/2005	Check Sequence: 5 101-420-2220-44170	ACH Enabled: No
63854	Fancy Uniform - Winkels	428.21	11/15/2005	101-420-2220-44170	
63855	Fancy Uniform - Pepin	438.86	11/15/2005	101-420-2220-44170	
63856	Fancy Uniform Accessories- Pepin	66.68	11/15/2005	101-420-2220-44170	
63857	Fancy Uniform - Malmquist	427.22	11/15/2005	101-420-2220-44170	
	Check Total:	1,652.97			
Vendor: BATTYPL 32-108517	Batteries Plus Woodbury Batteries - Dump Truck - Public Works	239.59	11/15/2005	Check Sequence: 6 101-430-3100-42210	ACH Enabled: No

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
	Check Total:	239.59			
Vendor:BIFFS W272356-IN W273701-8	Biff's Inc. Portable - Tip-Over - DeMontreville Pk Portables - Rentals Check Total:	30.00 73.05 103.05	11/15/2005 11/15/2005	Check Sequence: 7 101-450-5200-44120 101-450-5200-44120	ACH Enabled: No
Vendor:BOYER 50100SP	Boyer Ford Trucks Alternator, Fluid - Bldg Dept. Truck Check Total:	173.88 173.88	11/15/2005	Check Sequence: 8 101-420-2400-44040	ACH Enabled: No
Vendor:BRINES 61347	Brine's Market Bagged Lunches - School Elections Check Total:	111.45 111.45	11/15/2005	Check Sequence: 9 101-410-1410-44300	ACH Enabled: No
Vendor:CARQUEST 17446	Car Quest Fuel Filter - Bldg Dept Truck - '01 S10 Check Total:	14.55 14.55	11/15/2005	Check Sequence: 10 101-420-2400-44040	ACH Enabled: No
Vendor:COLLEGE Permit 3244 Permit 3328	College City Homes Rd Dep. Return 5388 Marquess - 3244 Rd Dep. Return 12476 Marquess - 3328 Check Total:	1,000.00 1,000.00 2,000.00	11/15/2005 11/15/2005	Check Sequence: 11 803-000-0000-22900 803-000-0000-22900	ACH Enabled: No
Vendor:COPYIMAG 66044	Copy Images, Inc. Monthly Copier Maint. Check Total:	256.60 256.60	11/15/2005	Check Sequence: 12 101-410-1940-44040	ACH Enabled: No
Vendor:CPTLECO 651-207-1000	CP Telecom Telephone Service - City Hall Check Total:	516.20 516.20	11/15/2005	Check Sequence: 13 101-410-1940-43210	ACH Enabled: No
Vendor:DTI 105930-October 105930-October 105930-October 105930-October	DTI Telephone Service - Fire Dept Telephone Service - Public Works Telephone Service - Wells Telephone Service - Lift Stations	120.34 71.16 35.26 105.77	11/15/2005 11/15/2005 11/15/2005 11/15/2005	Check Sequence: 14 101-420-2220-43210 101-430-3100-43210 601-494-9400-43210 602-495-9450-43210	ACH Enabled: No

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
Check Total:		332.53			
Vendor:EARLANDE 0069008-IN 0069053-IN	Earl F. Andersen, Inc. Signs Sign Repair Materials Check Total:	779.80 112.89 892.69	11/15/2005 11/15/2005	Check Sequence: 15 101-430-3100-42260 101-430-3100-42260	ACH Enabled: No
Vendor:ELMOLUM 032628-01 032638-01	Elmo's Lumber & Plywood Duct Tape - Fire Dept. Light Bulbs - Fire Dept. Check Total:	12.55 12.43 24.98	11/15/2005 11/15/2005	Check Sequence: 16 101-420-2220-42230 101-420-2220-42230	ACH Enabled: No
Vendor:FOUR 23-041015	Four Seasons Service Supplies - City Hall Check Total:	36.87 36.87	11/15/2005	Check Sequence: 17 101-410-1940-44300	ACH Enabled: No
Vendor:FRANPROD 80735	Franklin Products Badges - Fire Prevention Check Total:	153.98 153.98	11/15/2005	Check Sequence: 18 101-420-2220-42090	ACH Enabled: No
Vendor:HAGBERGS Account 10	Hagbergs Country Market City Hall Supplies Check Total:	28.47 28.47	11/15/2005	Check Sequence: 19 101-410-1940-44300	ACH Enabled: No
Vendor:ISD834 Educate 834	Indep School District 834 Registration for Chuck Dillerud Check Total:	10.00 10.00	11/15/2005	Check Sequence: 20 101-410-1910-44370	ACH Enabled: No
Vendor:JEFFER 124360	Jefferson Fire & Safety Barricade Tape - Fire Dept Check Total:	167.21 167.21	11/15/2005	Check Sequence: 21 101-420-2220-42000	ACH Enabled: No
Vendor:LAKEESOD 3969	LAKE ELMO SOD FARMS LLC Sod Check Total:	6.82 6.82	11/15/2005	Check Sequence: 22 101-430-3100-42250	ACH Enabled: No
Vendor:LEAGMN 1-0000023848	League of MN Cities Registration - DJ - 2005 Regional Mtg	35.00	11/15/2005	Check Sequence: 23 101-410-1110-44370	ACH Enabled: No

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
Vendor: LEOIL		35.00			
B01203	Lake Elmo Oil, Inc.				
S01203	Bulk Fuel - Public Works	1,413.41	11/15/2005	Check Sequence: 24	ACH Enabled: No
S01208	Fuel - Fire Dept	374.18	11/15/2005	101-430-3100-42120	
	Fuel - Parks	21.43	11/15/2005	101-420-2220-42120	
	Check Total:	1,809.02		101-450-5200-42120	
Vendor: LINIEWIC					
Permit 4142	Phil Liniewicz				
	Rd Dep. Rtn - 8226 26th St - 4142	1,000.00	11/15/2005	Check Sequence: 25	ACH Enabled: No
	Check Total:	1,000.00		803-000-0000-22900	
Vendor: MADD					
MADD	MADD RAMSEY - WASH. CTR				
	Towing Fee - Display - Fire Prevention	125.00	11/15/2005	Check Sequence: 26	ACH Enabled: No
	Check Total:	125.00		101-420-2220-42090	
Vendor: MALMQ					
BP Claim 11/10	Greg Malinquist				
Emp Claim 11/10	Burn Permits	80.00	11/15/2005	Check Sequence: 27	ACH Enabled: No
Tvl Claim 10/28	Reimb. - Beverages	55.86	11/15/2005	101-420-2220-44300	
Tvl Claim 11/07	Reimb. - State Fire Chief Conf.	216.16	11/15/2005	101-420-2220-44300	
	Reimb. - Mileage	30.56	11/15/2005	101-420-2220-43310	
	Check Total:	382.58		101-420-2220-43310	
Vendor: MARONEYS					
115147	Maroney's Sanitation, Inc				
115147	Refuse - City Hall	95.89	11/15/2005	Check Sequence: 28	ACH Enabled: No
115147	Refuse - Public Works	95.89	11/15/2005	101-410-1940-43840	
	Refuse - Parks	183.96	11/15/2005	101-430-3100-43840	
	Check Total:	375.74		101-450-5200-43840	
Vendor: MENARDSO					
43815	Menards - Oakdale				
44035	Plywood - Park Shelters	51.09	11/15/2005	Check Sequence: 29	ACH Enabled: No
	Stakes for marking plow routes	143.78	11/15/2005	101-450-5200-42230	
	Check Total:	194.87		101-430-3100-42240	
Vendor: MILLEREX					
11100	Miller Excavating, Inc.				
	Hauling Dirt, Grading	961.50	11/15/2005	Check Sequence: 30	ACH Enabled: No
	Check Total:	961.50		101-430-3100-43150	

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
Vendor:MNNATIVE 2120	MN Native Landscapes Native Grass Seed - Erosion Control Check Total:	240.00 240.00	11/15/2005	Check Sequence: 31 603-496-9500-43150	ACH Enabled: No
Vendor:OAKDALE 1000039700 1000046000	City of Oakdale North Pit South Pit Check Total:	1,339.16 3,732.00 5,071.16	11/15/2005 11/15/2005	Check Sequence: 32 601-494-9400-43820 601-494-9400-43820	ACH Enabled: No
Vendor:OFFICEMX 528198 529848 590074	OfficeMax Paper Calculator, binders, labels, erasers Toners Check Total:	76.36 103.02 295.84 475.22	11/15/2005 11/15/2005 11/15/2005	Check Sequence: 33 101-410-1320-42000 101-410-1320-42000 101-410-1320-42000	ACH Enabled: No
Vendor:PARAWOOD W-162056	Paramount Auto Service Tires - Public Works 98 GMC Check Total:	448.84 448.84	11/15/2005	Check Sequence: 34 101-430-3100-44040	ACH Enabled: No
Vendor:PELNAR October 2005	KathiPelnar Animal Control - October 2005 Check Total:	994.27 994.27	11/15/2005	Check Sequence: 35 101-420-2700-43150	ACH Enabled: No
Vendor:POSTOFF Account 19	POSTMASTER Postage - Newsletter Check Total:	378.30 378.30	11/15/2005	Check Sequence: 36 101-410-1320-43220	ACH Enabled: No
Vendor:PRESS 11/01	StevenPress Cablecast - City Council 11/01/05 Check Total:	54.00 54.00	11/15/2005	Check Sequence: 37 101-410-1320-43620	ACH Enabled: No
Vendor:QUANTUM 37393	Quantum Digital Imaging Booklets - Trail Plan Check Total:	168.33 168.33	11/15/2005	Check Sequence: 38 404-480-8000-43050	ACH Enabled: No
Vendor:RiverTwn 50035963	RiverTown Newspaper Group Legal Publications	77.01	11/15/2005	Check Sequence: 39 101-410-1320-43510	ACH Enabled: No

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
	Check Total:	77.01			
Vendor: ROGERS	Rogers Printing Services			Check Sequence: 40	ACH Enabled: No
13083	Letterhead Sheets - Green - City	106.50	11/15/2005	101-410-1320-42000	
13083	Letterhead Sheets - Water Billing	146.97	11/15/2005	601-494-9400-42030	
13097	Envelopes	97.98	11/15/2005	101-410-1320-42000	
13097	Dog License Forms	101.18	11/15/2005	101-410-1320-42030	
13097	Bldg Inspection Cards	136.32	11/15/2005	101-420-2400-42030	
	Check Total:	588.95			
Vendor: RUD	Diane Prince-Rud			Check Sequence: 41	ACH Enabled: No
10/31-11/9	Cleaning - City Hall	240.00	11/15/2005	101-410-1940-44010	
10/31-11/9	Cleaning - Fire Hall	240.00	11/15/2005	101-420-2220-44010	
9/8/10/9	Cleaning Supplies	12.76	11/15/2005	101-410-1940-42110	
	Check Total:	492.76			
Vendor: STJOSEPH	St Joseph Equipment, Inc.			Check Sequence: 42	ACH Enabled: No
SR14113	Backhoe Rental - October 2005	213.00	11/15/2005	101-430-3100-43150	
	Check Total:	213.00			
Vendor: STPAUL	St Paul Stamp Works, Inc.			Check Sequence: 43	ACH Enabled: No
71850	Animal License Tags	68.20	11/15/2005	101-420-2700-44300	
	Check Total:	68.20			
Vendor: TASCH	T.A. Schifsky & Sons			Check Sequence: 44	ACH Enabled: No
37544	Sand Mix	64.39	11/15/2005	101-430-3100-42290	
	Check Total:	64.39			
Vendor: TWINCIT	Twin City Water Clinic, Inc.			Check Sequence: 45	ACH Enabled: No
2019	Bacteria Analysis - October 2005	20.00	11/15/2005	601-494-9400-43030	
	Check Total:	20.00			
Vendor: UNIONPAC	Union Pacific Railroad Company			Check Sequence: 46	ACH Enabled: No
License Fee	Lic. Fee Phase III Proj. 13186.000	1,500.00	11/15/2005	601-494-9400-43030	
	Check Total:	1,500.00			
Vendor: WAS-TRAN	Washington County			Check Sequence: 47	ACH Enabled: No
47026	Striping Roads, Markings	546.53	11/15/2005	101-430-3100-43150	

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
Vendor: WASCOUNT					
LE Library	Washington County Library Bldg Renovation	546.53	11/15/2005	101-410-1110-44300	ACH Enabled: No
	Check Total:	30,000.00			
		30,000.00			
Vendor: XCEL					
45862905	Xcel Energy	24.09	11/15/2005	101-430-3100-43810	ACH Enabled: No
46072104	3014 Jamley	12.07	11/15/2005	101-430-3100-43810	
46187398	2759 Legion	131.20	11/15/2005	101-430-3100-43810	
46193931	4259 Jamaica	7.43	11/15/2005	101-450-5200-43810	
46195719	Tennis Courts	34.34	11/15/2005	101-450-5200-43810	
46208253	11194 Upper 33rd	28.19	11/15/2005	101-430-3160-43810	
46214490	Traffic Light - 998 Inwood	63.70	11/15/2005	101-450-5200-43810	
46219051	3585 Laverne	14.37	11/15/2005	602-495-9450-43810	
46231696	11062 34th St	191.85	11/15/2005	101-420-2220-43810	
46244215	3510 Laverne - Fire Hall	21.82	11/15/2005	101-430-3160-43810	
46244838	Traffic Light - Manning/Stillwater Blvd	7.43	11/15/2005	101-450-5200-43810	
46357695	3675 Layton	28.45	11/15/2005	101-450-5200-43810	
46389079	Pebble Park	11.06	11/15/2005	101-420-2220-43810	
46391554	3511 Laverne - Fire Hall	343.15	11/15/2005	101-410-1940-43810	
47156405	City Hall	50.66	11/15/2005	602-495-9450-43810	
47156405	8860 Hudson Lift Station	43.90	11/15/2005	101-450-5200-43810	
47156405	Sofball Field	22.13	11/15/2005	101-430-3160-43810	
47217372	Traffic Lights - 194/Inwood	1,611.37	11/15/2005	101-430-3160-43810	
47348663	City Lights	757.98	11/15/2005	601-494-9400-43810	
	Wells at 3303 Langley, 11975 55th St	3,405.19			
	Check Total:	57,137.49			
Vendor: ZACK					
9485	Zack's, Inc.	188.29	11/15/2005	101-430-3100-42150	ACH Enabled: No
	Shop Towels, Paint, Gloves, Brush	188.29			
	Check Total:	50			
	Total for Check Run:	57,137.49			
	Total Number of Checks:	50			

CITY OF LAKE ELMO

2005 BILLING SUMMARY

MONTH	11135 Administration	11140 Criminal Pros	11145 Public Imp. Proj	11150 Community Dev	11155 Civil Litigation	11161 Auto Forfeiture	TOTAL
Jan	\$4,443.11	\$3,456.17	\$66.00	\$673.71	\$210.00	\$464.00	\$9,312.99
Feb	\$2,439.99	\$2,868.68	\$544.36	\$198.00		\$94.50	\$6,145.53
March	\$3,375.41	\$3,562.62		\$1,956.61	\$99.00	\$318.50	\$9,312.14
April	\$1,979.81	\$3,328.76	\$77.00	\$2,753.61	\$954.77	\$307.00	\$9,400.95
May	\$3,779.92	\$3,329.95	\$297.00	\$390.50	\$354.32	\$518.00	\$8,669.69
June	\$3,795.88	\$3,777.44	\$165.86	\$363.00	\$1,261.00	\$40.50	\$9,403.68
July	\$3,690.32	\$3,349.44		\$333.50	\$132.54	\$40.50	\$7,546.30
Aug	\$2,602.10	\$4,550.31		\$352.00	\$865.07	\$590.61	\$8,960.09
Sept	\$1,178.61	\$3,745.10	\$121.00	\$929.61	\$723.46	\$1,508.50	\$8,206.28
Oct							\$0.00
Nov							\$0.00
Dec							\$0.00
Totals	\$27,285.15	\$31,968.47	\$1,271.22	\$7,950.54	\$4,600.16	\$3,882.11	\$76,957.65

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

PETERSON
FRAMBERGMAN
PROFESSIONAL ASSOCIATION

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

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

Page: 1
09/30/2005
ACCOUNT NO. 11135M

	FEES	EXPENSES	ADVANCES	BALANCE
11135-040010 VACATION OF 55TH STREET				
	55.00	0.00	0.00	\$55.00
11135-920001 Administration				
	1,122.00	1.61	0.00	\$1,123.61
	<u>1,177.00</u>	<u>1.61</u>	<u>0.00</u>	<u>\$1,178.61</u>

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

Page: 1
09/30/2005
ACCOUNT NO. 11140M

	FEES	EXPENSES	ADVANCES	BALANCE
11140-030001 Misc Prosecutions	3,355.00	33.60	0.00	\$3,388.60
11140-040252 Floyd, Jamiso Tyrone medical card expired	5.00	0.00	0.00	\$5.00
11140-050044 Johnson, Mary Jo DOC	5.00	0.00	0.00	\$5.00
11140-050051 Braun, Christopher Francis domestic assault, 911 intereference	10.00	0.00	22.00	\$32.00
11140-050068 Kleinvachter, Robert M. 2nd degree DUI, test refusal	0.00	0.00	35.00	\$35.00
11140-050075 St. Michael, Andrew Thomas GM-property damage, domestic assault	30.00	0.00	0.00	\$30.00
11140-050078 Schmotter, Nicholas William GM-911 interference, domestic assault	10.00	0.00	22.00	\$32.00
11140-050133 Rassmussen, Lana Marie DAS, no insurance	5.00	0.00	0.00	\$5.00

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CITY OF LAKE ELMO

ACCOUNT NO.

Page: 2
09/30/2005
11140M

	FEES	EXPENSES	ADVANCES	BALANCE
11140-050149 Latimer, Steven 5th degree assault	0.00	0.00	0.00	\$0.00
11140-050172 O'Brian, Michael John 4th degree DUI, theft of services marijuana in mv	52.50	0.00	0.00	\$52.50
11140-050176 Norring, Dustin Lawrence no proof of insurance, violate limited DL	10.00	0.00	0.00	\$10.00
11140-050189 Grobner, Justin Jon 2nd degree DUI	10.00	0.00	0.00	\$10.00
11140-050190 Shanley, Patricia Ann 3rd degree DUI, 3rd degree .08, no insurance, expired tabs	10.00	0.00	0.00	\$10.00
11140-050192 Taylor, William David GM-DAC-IPS	10.00	0.00	0.00	\$10.00
11140-050197 Jpooru, Conrad Orrin Speed 79/65	5.00	0.00	0.00	\$5.00
11140-050200 Carey, Brian Lee no insurance, no proof of insurance	10.00	0.00	0.00	\$10.00
11140-050206 Wallen, Kelly Marie 4thdegree DUI	5.00	0.00	0.00	\$5.00

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CITY OF LAKE ELMO

Page: 3
09/30/2005
ACCOUNT NO. 11140M

	FEES	EXPENSES	ADVANCES	BALANCE
11140-050209 Salzman, Sandra Ann careless driving	5.00	0.00	0.00	\$5.00
11140-050211 Flores, Juan P. DAR	5.00	0.00	0.00	\$5.00
11140-050213 Moebakken, Richard GM-DAC-IPS	37.50	0.00	0.00	\$37.50
11140-050217 Skogland, Jon Michael 2nd degree DUI, 2nd degree .08	52.50	0.00	0.00	\$52.50
	<u>3,632.50</u>	<u>33.60</u>	<u>79.00</u>	<u>\$3,745.10</u>

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

Page: 1
09/30/2005
ACCOUNT NO. 11145M

	FEES	EXPENSES	ADVANCES	BALANCE
11145-050001 PUBLIC WORKS BUILDING				
	121.00	0.00	0.00	<u>\$121.00</u>

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

Page: 1
09/30/2005
ACCOUNT NO. 11150M

	FEES	EXPENSES	ADVANCES	BALANCE
11150-040005 LAKEWOOD EVANGELICAL FREE CHURCH - REZONING - SUP	246.00	1.61	0.00	\$247.61
11150-050004 FARMS OF LAKE ELMO O.P. DEVELOPMENT	418.00	0.00	0.00	\$418.00
11150-050005 OLINGER MINOR SUBDIVISION	55.00	0.00	0.00	\$55.00
11150-050007 LAKE ELMO DEVELOPMENT CORPORATION - OP	165.00	0.00	0.00	\$165.00
11150-050014 WAKENFUS - VARIANCE	44.00	0.00	0.00	\$44.00
	<u>928.00</u>	<u>1.61</u>	<u>0.00</u>	<u>\$929.61</u>

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

Page: 1
09/30/2005
ACCOUNT NO. 11155M

	FEES	EXPENSES	ADVANCES	BALANCE
11155-040002 ZIERTMAN/SESSING PROPERTY				
	331.50	0.96	391.00	<u>\$723.46</u>

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800
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CITY OF LAKE ELMO
3800 LAVERNE AVENUE NORTH
LAKE ELMO MN 55042

Page: 1
09/30/2005
ACCOUNT NO. 11161M

	FEES	EXPENSES	ADVANCES	BALANCE
11161-050001 Brama, Angela vehicle forfeiture-2005 Escalade	1,080.00	0.00	322.00	\$1,402.00
11161-050006 Remmen, Howard Lester vehicle forfeiture	101.50	0.00	0.00	\$101.50
11161-050007 Skoglund, Jon Michael vehicle forfeiture	5.00	0.00	0.00	\$5.00
	<u>1,186.50</u>	<u>0.00</u>	<u>322.00</u>	<u>\$1,508.50</u>

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Lake Elmo City Council November 15, 2005	Agenda Section: CONSENT AGENDA	<u>No 4B.</u>
<u>Agenda Item: One Day Gambling License: Maplewood-Oakdale Lions</u>		
<u>Background Information for November 15, 2005:</u> The Maplewood-Oakdale Lions is requesting its annual One-Day (February 6, 2006), Off-Site Gambling License to sell raffles and hold bingo at the Lake Elmo Inn. Staff is recommending approval of issuing the charitable gambling license.		
<u>Action Items:</u> Motion: , Second , to adopt Resolution No. 2005-122, A Resolution Approving the Issuance of a Charitable Gambling License by the State of Minnesota to the Maplewood/Oakdale Lions.	<u>Person responsible:</u> S.Lumby	
<u>Attachments:</u> Application to Conduct Annual Off-Site Gambling Resolution 2005-122		

October 20, 2005

Request a resolution from the City of Lake Elmo authorizing a one day off site charitable gambling activity to be conducted at The Lake Elmo Inn (3442 Lake Elmo Ave N) by the Maplewood Oakdale Lions Club. Gambling activity conducted on the site will consist of a raffle and bingo on the evening of February 6, 2006, with your approval. The Maplewood Oakdale Lions gambling license number is 02118. The Sportmans dinner has been an annual event sponsored by our Lions Clubs at this location for many years.

Your action on our request is much appreciated.



Lion Rose Johnson
Gambling Manager
Maplewood Oakdale Lions

Maplewood Oakdale Lions
PO Box 28366
Oakdale MN 55128

Rose Johnson
7913 24th St N
Oakdale MN 55128

RESOLUTION NO. 2005-122

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

**A RESOLUTION APPROVING THE ISSUANCE OF A
CHARITABLE GAMBLING LICENSE
BY THE STATE OF MINNESOTA
TO THE MAPLEWOOD/OAKDALE LIONS**

WHEREAS, the Maplewood/Oakdale Lions has requested that the State of Minnesota issue a One-Day (February 6, 2006) Off-Site Gambling License; and

WHEREAS, the Maplewood/Oakdale Lions has requested to sell raffles and hold bingo at a location within an establishment commonly known as the Lake Elmo Inn, located at 3442 Lake Elmo Avenue N., Lake Elmo, Minnesota; and

WHEREAS, the Maplewood/Oakdale Lions comply with the Charitable Gambling rules and regulations as set forth in Section 1110.04 of the Lake Elmo Municipal Code;

NOW, THEREFORE, BE IT RESOLVED, that the City Council of Lake Elmo hereby approves the issuance of a charitable gambling application requested by the Maplewood/Oakdale Lions.

ADOPTED, by the Lake Elmo City Council this 15th day of November, 2005.

Dean Johnston, Mayor

ATTEST:

Martin J. Rafferty, City Administrator

4c.

TKDA

ENGINEERS • ARCHITECTS • PLANNERS

1500 Piper Jaffray Plaza
444 Cedar Street
Saint Paul, MN 55101-2140

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

November 10, 2005

Honorable Mayor and City Council
City of Lake Elmo, Minnesota

Re: Railroad Crossing Agreement
Water Systems Interconnect Phase III
City of Lake Elmo, Minnesota
TKDA Project No. 13186.000

Dear Mayor and City Council;

The portion of watermain that crosses under the railroad bridge on Stillwater Boulevard requires a Pipeline Crossing Agreement. That Agreement, along with a Resolution approving it is attached. The Railroad requires \$1,500.00 License Fee with this agreement.

City Council Action Requested

Approve the attached Resolution entering into a Pipeline Crossing Agreement.

Sincerely;



Thomas Prew, P. E.
City Engineer

Enclosure

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

RESOLUTION NO. 2005-124

**A RESOLUTION APPROVING THE AGREEMENT COVERING
A PIPELINE CROSSING AT LAKE ELMO**

WHEREAS, Union Pacific Railroad Company has tendered to the City of Lake Elmo an agreement covering a pipeline crossing at Lake Elmo, Washington County, Minnesota; and

WHEREAS, the Lake Elmo City Council has said proposed agreement before it and has given it careful review and consideration; and

WHEREAS, it is considered that the best interests if the City of Lake Elmo will be served by the acceptance of said agreement;

NOW, THERE BE IT RESOLVED, by the City Council of the City of Lake Elmo, Minnesota, that the terms of the agreement submitted by Union Pacific Railroad Company as aforesaid be, and the same are hereby, accepted on behalf of said City of Lake Elmo;

ADOPTED, by the Lake Elmo City Council on the 15th day of November, 2005.

Dean A. Johnston, Mayor

ATTEST:

Martin J. Rafferty, City Administrator

PL X 940206
Form Approved, AVP-Law

Folder No. 02346-53

PIPELINE CROSSING AGREEMENT

Mile Post: 9.51, Altoona Subdivision/Branch
Location: Lake Elmo, Washington County, Minnesota

THIS AGREEMENT is made and entered into as of October 31, 2005, by and between **UNION PACIFIC RAILROAD COMPANY**, a Delaware corporation, (hereinafter the "Licensor") and **CITY OF LAKE ELMO**, a Minnesota political subdivision to be addressed at 3800 Laverne Avenue, Lake Elmo, Minnesota 55042 (hereinafter the "Licensee").

IT IS MUTUALLY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

Article I. LICENSE FEE.

Upon execution of this Agreement, the Licensee shall pay to the Licensor a one-time License Fee of **One Thousand Five Hundred Dollars (\$1,500.00)**.

Article II. LICENSOR GRANTS RIGHT.

In consideration of the License Fee to be paid by the Licensee and in further consideration of the covenants and agreements herein contained to be by the Licensee kept, observed and performed, the Licensor hereby grants to the Licensee the right to construct and thereafter, during the term hereof, to maintain and operate only a

16" pipeline crossing (hereinafter the "Pipeline")

in the location shown and in conformity with the dimensions and specifications indicated on the attached print dated September 22, 2005, marked Exhibit A. Under no circumstances shall Licensee modify the use of the Pipeline for a purpose other than the above-mentioned, and said Pipeline shall not be used for any other use, whether such use is currently technologically possible, or whether such use may come into existence during the life of this Agreement.

Article III. CONSTRUCTION, MAINTENANCE AND OPERATION.

The grant of right herein made to the Licensee is subject to each and all of the terms, provisions, conditions, limitations and covenants set forth herein and in Exhibit B, hereto attached.

Article IV. IF WORK IS TO BE PERFORMED BY CONTRACTOR.

If a contractor is to do any of the work performed on the Pipeline (including initial construction and subsequent relocation or substantial maintenance and repair work), then the Licensee shall require its contractor to execute the Railroad's form Contractor's Right of Entry Agreement. Licensee acknowledges receipt of a copy of the Contractor's Right of Entry Agreement and understanding of its terms, provisions,

and requirements, and will inform its contractor of the need to execute the Agreement. Under no circumstances will Licensee's contractor be allowed onto Licensor's premises without first executing the Contractor's Right of Entry Agreement.

Article V. INSURANCE

A. The Licensee, at its expense, shall obtain the insurance described in Exhibit B-1, hereto attached. The Licensee will also provide to the Licensor a Certificate of Insurance, identifying Folder No. 02346-53, issued by its insurance carrier confirming the existence of such insurance and that the policy or policies contain the following endorsement:

UNION PACIFIC RAILROAD COMPANY is named as an additional insured with respect to all liabilities arising out of the existence, use or any work performed on or associated with the 'Pipeline' located on Railroad right-of-way at Mile Post 9.51, on the Altoona Subdivision/Branch, at or near Lake Elmo, Washington County, Minnesota.

B. If the Licensee named in this Agreement is a public entity subject to any applicable statutory tort laws, the limits of insurance described in Exhibit B-1 shall be the limits the Licensee then has in effect or which is required by applicable current or subsequent law, whichever is greater, a portion of which may be self-insured with the consent and approval of the Licensor

C. All insurance correspondence shall be directed to:

Constance R. Alvis
Folder No. 02346-53
Union Pacific Railroad Company
Real Estate Department
1400 Douglas Street STOP 1690
Omaha, NE 68179-1690

Article VI. TERM

This Agreement shall take effect as of the date first herein written and shall continue in full force and effect until terminated as herein provided.

Article VII. SPECIAL PROVISIONS

Licensee understands and will convey to contractor that the Engineering Department of Union Pacific Railroad Company has no structural objections to this proposed project subject to:

- A Railroad Inspector is required to monitor the drilling under the bridge.
- The local Manager of Bridge Maintenance must approve this project prior to construction:
James M. McQuitty
Mgr Bridge Maintenance
206 Eaton Street
St. Paul, MN 55107-1603

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first herein written.

UNION PACIFIC RAILROAD COMPANY

CITY OF LAKE ELMO

By: _____
Manager - Contracts

By: _____
Title: _____

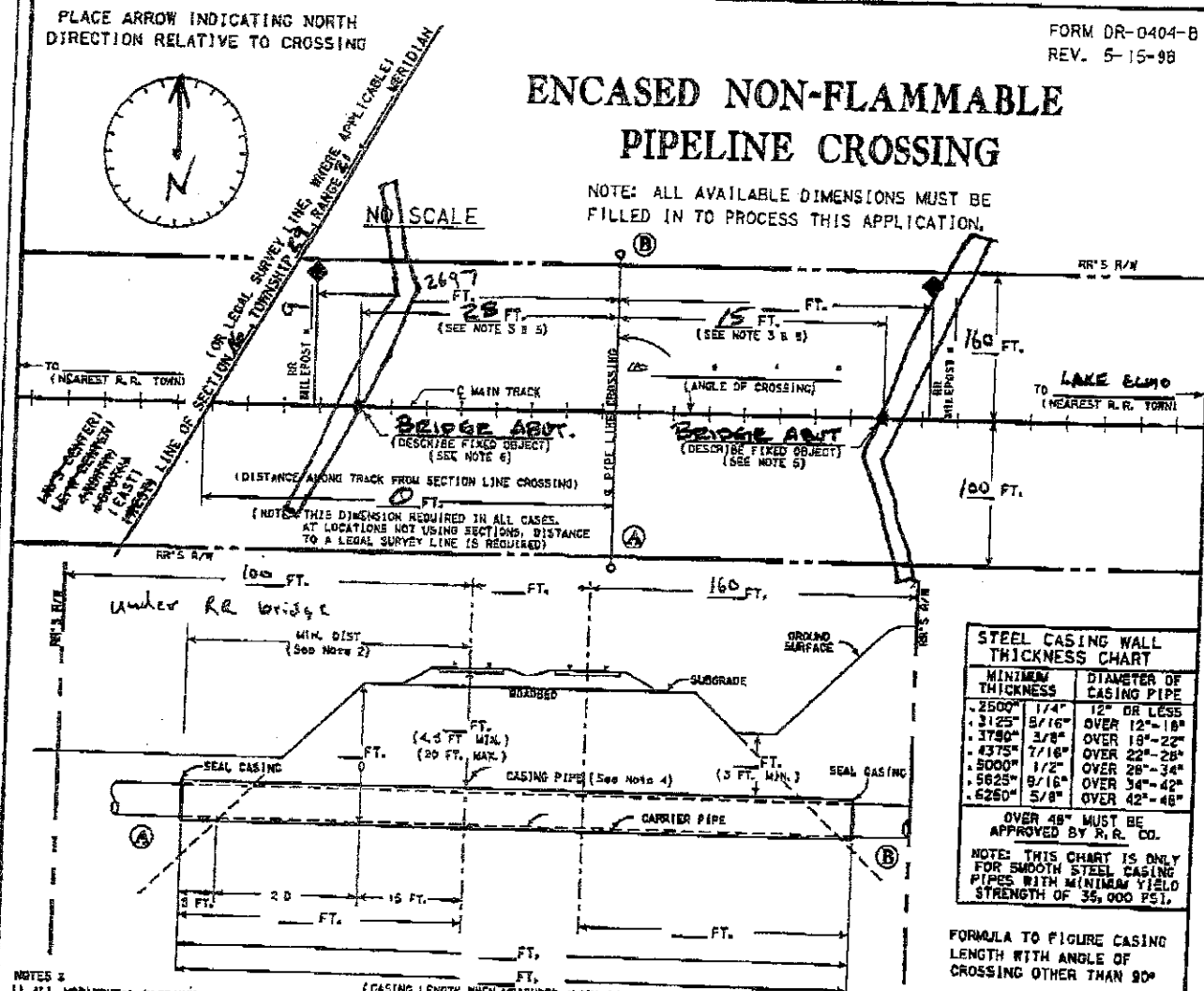
PLACE ARROW INDICATING NORTH
DIRECTION RELATIVE TO CROSSING



ENCASED NON-FLAMMABLE PIPELINE CROSSING

NOTE: ALL AVAILABLE DIMENSIONS MUST BE
FILLED IN TO PROCESS THIS APPLICATION.

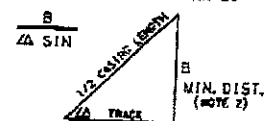
FORM DR-0404-B
REV. 5-15-98



STEEL CASING WALL THICKNESS CHART		
MINIMUM THICKNESS		DIAMETER OF CASING PIPE
.2500"	1/4"	12" OR LESS
.3125"	5/16"	OVER 12"-18"
.3750"	3/8"	OVER 18"-22"
.4375"	7/16"	OVER 22"-28"
.5000"	1/2"	OVER 28"-34"
.5625"	9/16"	OVER 34"-42"
.6250"	5/8"	OVER 42"-48"

OVER 48" MUST BE
APPROVED BY R.R. CO.
NOTE: THIS CHART IS ONLY
FOR SMOOTH STEEL CASING
PIPES WITH MINIMUM YIELD
STRENGTH OF 35,000 PSI.

FORMULA TO FIGURE CASING
LENGTH WITH ANGLE OF
CROSSING OTHER THAN 90°



- NOTES:
- 1) ALL HORIZONTAL DISTANCES TO BE MEASURED AT RIGHT ANGLES FROM C. OF TRACK.
 - 2) CASING TO EXTEND BEYOND THE C. OF TRACK AT RIGHT ANGLES THE GREATER OF 20 + 20 FT., OR 30 FT., AND BEYOND LIMIT OF RAILROAD RIGHT-OF-WAY IF NECESSARY TO PROVIDE PROPER LENGTH OUTSIDE OF TRACK.
 - 3) MINIMUM OF 30" FROM THE END OF ANY RAILROAD BRIDGE, E. OF ANY CULVERT, OR FROM ANY SPLITTING AREA.
 - 4) SIGNAL REPRESENTATIVE MUST BE PRESENT DURING INSTALLATION IF RAILROAD SIGNALS ARE IN THE VICINITY OF CROSSING.
 - 5) ALLOWABLE FIXED OBJECTS INCLUDE: BACKSILLS OF BRIDGES E. OF ROAD CROSSINGS & OVERHEAD VIADUCTS (GIVE ROAD NAME), OR CULVERTS.
 - 6) CASING AND CARRIER PIPE MUST BE PLACED A MINIMUM OF 2 FEET BELOW THE EXISTING FIBER OPTIC CABLE. ANY EXCAVATION REQUIRED WITHIN 5 FEET OF THE EXISTING FIBER OPTIC CABLE MUST BE HAND DUG.

- A) IS PIPELINE CROSSING WITHIN DEDICATED STREET? ☒ YES ☐ NO
- B) IF YES, NAME OF STREET CSAH 6
- C) DISTRIBUTION LINE ☐ OR TRANSMISSION LINE ☐
- C) CARRIER PIPE:
- COMMODITY TO BE CONVEYED WATER
- OPERATING PRESSURE 80 PSI
- WALL THICKNESS 16" DIAMETER 16" MATERIAL HDPE
- E) CASING PIPE: NONE
- WALL THICKNESS 16" DIAMETER 16" MATERIAL HDPE
- NOTE: CASING MUST HAVE 2" CLEARANCE BETWEEN GREATEST OUTSIDE DIAMETER OF CARRIER PIPE AND INTERIOR DIAMETER OF CASING PIPE. WHEN FURNISHING DIMENSIONS, GIVE OUTSIDE OF CARRIER PIPE AND INSIDE OF CASING PIPE.
- F) METHOD OF INSTALLING CASING PIPE UNDER TRACK(S):
- ☐ DRY BORE AND JACK (WET BORE NOT PERMITTED);
- ☐ TUNNEL; OTHER DIRECTIONAL DRILL
- G) WILL CONSTRUCTION BE BY AN OUTSIDE CONTRACTOR? ☒ YES; ☐ NO;
- H) DISTANCE FROM CENTER LINE OF TRACK TO NEAR FACE OF BORING AND JACKING PITS WHEN MEASURED AT RIGHT ANGLES TO TRACK 200 (30' MIN.)
- I) APPLICANT HAS CONTACTED 1-800-336-9193, U. P. COMMUNICATION DEPARTMENT, AND HAS DETERMINED FIBER OPTIC CABLE DOES; DOES NOT EXIST IN VICINITY OF WORK TO BE PERFORMED. TICKET NO. 2005 0902022

EXHIBIT "A"

(FOR RAILROAD USE ONLY)

UNION PACIFIC RAILROAD CO.

Altoona

M.P. 9.51 E.S. 450+705

ENCASED Pipeline CROSSING AT

Lake Elmo Washington MN

City of Lake Elmo

RR FILE NO. 2346-53 DATE 9-22-05

WARNING

IN ALL OCCASIONS, U. P. COMMUNICATIONS
DEPARTMENT MUST BE CONTACTED IN ADVANCE
OF ANY WORK TO DETERMINE EXISTENCE AND
LOCATION OF FIBER OPTIC CABLE.
PHONE: 1-800-336-9193

PLX 980112
Form Approved, AVF-Law



EXHIBIT B

Section 1. LIMITATION AND SUBORDINATION OF RIGHTS GRANTED.

- (a) The foregoing grant of right is subject and subordinate to the prior and continuing right and obligation of the Licensor to use and maintain its entire property including the right and power of the Licensor to construct, maintain, repair, renew, use, operate, change, modify or relocate railroad tracks, signal, communication, fiber optics, or other wirelines, pipelines and other facilities upon, along or across any or all parts of its property, all or any of which may be freely done at any time or times by the Licensor without liability to the Licensee or to any other party for compensation or damages.
- (b) The foregoing grant is also subject to all outstanding superior rights (including those in favor of licensees and lessees of the Licensor's property, and others) and the right of the Licensor to renew and extend the same, and is made without covenant of title or for quiet enjoyment.

Section 2. CONSTRUCTION, MAINTENANCE AND OPERATION.

- (a) The Pipeline shall be constructed, operated, maintained, repaired, renewed, modified and/or reconstructed by the Licensee in strict conformity with Union Pacific Railroad Co. Common Standard Specification 1029 adopted November 1949, and all amendments thereof and supplements thereto, which by this reference is hereby made a part hereof, except as may be modified and approved by the Licensor's Vice President-Engineering Services. In the event such Specification conflicts in any respect with the requirements of any federal, state or municipal law or regulation, such requirements shall govern on all points of conflict, but in all other respects the Specification shall apply.
- (b) All work performed on property of the Licensor in connection with the construction, maintenance, repair, renewal, modification or reconstruction of the Pipeline shall be done to the satisfaction of the Licensor.
- (c) Prior to the commencement of any work in connection with the construction, maintenance, repair, renewal, modification, relocation, reconstruction or removal of the Pipeline where it passes underneath the roadbed and track or tracks of the Licensor, the Licensee shall submit to the Licensor plans setting out the method and manner of handling the work, including the shoring and cribbing, if any, required to protect the Licensor's operations, and shall not proceed with the work until such plans have been approved by the Vice President-Engineering Services of the Licensor and then the work shall be done to the satisfaction of the Vice President-Engineering Services or his authorized representative. The Licensor shall have the right, if it so elects, to provide such support as it may deem necessary for the safety of its track or tracks during the time of construction, maintenance, repair, renewal, modification, relocation, reconstruction or removal of the Pipeline, and, in the event the Licensor provides such support, the Licensee shall pay to the Licensor, within fifteen (15) days after bills shall have been rendered therefor, all expense incurred by the Licensor in connection therewith, which expense shall include all assignable costs.
- (d) The Licensee shall keep and maintain the soil over the Pipeline thoroughly compacted and the grade even with the adjacent surface of the ground.

Real Estate

plx.exb

UNION PACIFIC RAILROAD
1400 Douglas Street, Stop 1690
Omaha, Nebraska 68179-1690
fx. (402) 501-0340

Exhibit B

PL X 980112
Form Approved, AVP-Law

Section 3. NOTICE OF COMMENCEMENT OF WORK.

If an emergency should arise requiring immediate attention, the Licensee shall provide as much notice as practicable to Licensor before commencing any work. In all other situations, the Licensee shall notify the Licensor at least ten (10) days (or such other time as the Licensor may allow) in advance of the commencement of any work upon property of the Licensor in connection with the construction, maintenance, repair, renewal, modification, reconstruction, relocation or removal of the Pipeline. All such work shall be prosecuted diligently to completion.

Section 4. LICENSEE TO BEAR ENTIRE EXPENSE.

The Licensee shall bear the entire cost and expense incurred in connection with the construction, maintenance, repair and renewal and any and all modification, revision, relocation, removal or reconstruction of the Pipeline, including any and all expense which may be incurred by the Licensor in connection therewith for supervision, inspection, flagging, or otherwise.

Section 5. REINFORCEMENT, RELOCATION OR REMOVAL OF PIPELINE.

(a) The license herein granted is subject to the needs and requirements of the Licensor in the operation of its railroad and in the improvement and use of its property, and the Licensee shall, at the sole expense of the Licensee, reinforce the Pipeline, or move all or any portion of the Pipeline to such new location as the Licensor may designate, whenever, in the furtherance of its needs and requirements, the Licensor shall find such action necessary or desirable.

(b) All the terms, conditions and stipulations herein expressed with reference to the Pipeline on property of the Licensor in the location hereinbefore described shall, so far as the Pipeline remains on the property, apply to the Pipeline as modified, changed or relocated within the contemplation of this section.

Section 6. NO INTERFERENCE WITH LICENSOR'S OPERATION.

The Pipeline and all parts thereof within and outside of the limits of the property of the Licensor shall be constructed and, at all times, maintained, repaired, renewed and operated in such manner as to cause no interference whatsoever with the constant, continuous and uninterrupted use of the tracks, property and facilities of the Licensor, and nothing shall be done or suffered to be done by the Licensee at any time that would in any manner impair the safety thereof.

Section 7. PROTECTION OF FIBER OPTIC CABLE SYSTEMS.

(a) Fiber optic cable systems may be buried on the Licensor's property. Protection of the fiber optic cable systems is of extreme importance since any break could disrupt service to users resulting in business interruption and loss of revenue and profits. Licensee shall telephone the Licensor at 1-800-336-9193 (a 24-hour number) to determine if fiber optic cable is buried anywhere on the Licensor's premises to be used by the Licensee. If it is, Licensee will telephone the telecommunications company(ies) involved, arrange for a cable locator, make arrangements for relocation or other protection of the fiber optic cable, all at Licensee's expense, and will commence no work on the right of way until all such protection or relocation has been accomplished. Licensee shall indemnify and hold the Licensor harmless from and against all costs, liability and expense whatsoever (including, without limitation, attorneys' fees, court costs and expenses) arising out of or caused in any way by Licensee's failure to comply with the provisions of this paragraph.

PLX 980112
Form Approved, AVF-Law

(b) In addition to other indemnity provisions in this Agreement, the Licensee shall indemnify and hold the Licensor harmless from and against all costs, liability and expense whatsoever (including, without limitation, attorneys' fees, court costs and expenses) caused by the negligence of the Licensee, its contractor, agents and/or employees, resulting in (1) any damage to or destruction of any telecommunications system on Licensor's property, and/or (2) any injury to or death of any person employed by or on behalf of any telecommunications company, and/or its contractor, agents and/or employees, on Licensor's property, except if such costs, liability or expenses are caused solely by the direct active negligence of the Licensor. Licensee further agrees that it shall not have or seek recourse against Licensor for any claim or cause of action for alleged loss of profits or revenue or loss of service or other consequential damage to a telecommunication company using Licensor's property or a customer or user of services of the fiber optic cable on Licensor's property.

Section 8. CLAIMS AND LIENS FOR LABOR AND MATERIAL; TAXES.

(a) The Licensee shall fully pay for all materials joined or affixed to and labor performed upon property of the Licensor in connection with the construction, maintenance, repair, renewal, modification or reconstruction of the Pipeline, and shall not permit or suffer any mechanic's or materialman's lien of any kind or nature to be enforced against the property for any work done or materials furnished thereon at the instance or request or on behalf of the Licensee. The Licensee shall indemnify and hold harmless the Licensor against and from any and all liens, claims, demands, costs and expenses of whatsoever nature in any way connected with or growing out of such work done, labor performed, or materials furnished.

(b) The Licensee shall promptly pay or discharge all taxes, charges and assessments levied upon, in respect to, or on account of the Pipeline, to prevent the same from becoming a charge or lien upon property of the Licensor, and so that the taxes, charges and assessments levied upon or in respect to such property shall not be increased because of the location, construction or maintenance of the Pipeline or any improvement, appliance or fixture connected therewith placed upon such property, or on account of the Licensee's interest therein. Where such tax, charge or assessment may not be separately made or assessed to the Licensee but shall be included in the assessment of the property of the Licensor, then the Licensee shall pay to the Licensor an equitable proportion of such taxes determined by the value of the Licensee's property upon property of the Licensor as compared with the entire value of such property.

Section 9. RESTORATION OF LICENSOR'S PROPERTY.

In the event the Licensor authorizes the Licensee to take down any fence of the Licensor or in any manner move or disturb any of the other property of the Licensor in connection with the construction, maintenance, repair, renewal, modification, reconstruction, relocation or removal of the Pipeline, then in that event the Licensee shall, as soon as possible and at Licensee's sole expense, restore such fence and other property to the same condition as the same were in before such fence was taken down or such other property was moved or disturbed, and the Licensee shall indemnify and hold harmless the Licensor, its officers, agents and employees, against and from any and all liability, loss, damages, claims, demands, costs and expenses of whatsoever nature, including court costs and attorneys' fees, which may result from injury to or death of persons whomsoever, or damage to or loss or destruction of property whatsoever, when such injury, death, damage, loss or destruction grows out of or arises from the taking down of any fence or the moving or disturbance of any other property of the Licensor.

PLX 980112
Form Approved, AVP-Law

Section 10. INDEMNITY.

(a) As used in this Section, "Licensor" includes other railroad companies using the Licensor's property at or near the location of the Licensee's installation and their officers, agents, and employees; "Loss" includes loss, damage, claims, demands, actions, causes of action, penalties, costs, and expenses of whatsoever nature, including court costs and attorneys' fees, which may result from: (a) injury to or death of persons whomsoever (including the Licensor's officers, agents, and employees, the Licensee's officers, agents, and employees, as well as any other person); and/or (b) damage to or loss or destruction of property whatsoever (including Licensee's property, damage to the roadbed, tracks, equipment, or other property of the Licensor, or property in its care or custody).

(b) As a major inducement and in consideration of the license and permission herein granted, the Licensee agrees to indemnify and hold harmless the Licensor from any Loss which is due to or arises from:

1. The prosecution of any work contemplated by this Agreement including the installation, construction, maintenance, repair, renewal, modification, reconstruction, relocation, or removal of the Pipeline or any part thereof; or
2. The presence, operation, or use of the Pipeline or contents escaping therefrom,

except to the extent that the Loss is caused by the sole and direct negligence of the Licensor.

Section 11. REMOVAL OF PIPE LINE UPON TERMINATION OF AGREEMENT.

Prior to the termination of this Agreement howsoever, the Licensee shall, at Licensee's sole expense, remove the Pipeline from those portions of the property not occupied by the roadbed and track or tracks of the Licensor and shall restore, to the satisfaction of the Licensor, such portions of such property to as good a condition as they were in at the time of the construction of the Pipeline. If the Licensee fails to do the foregoing, the Licensor may do such work of removal and restoration at the cost and expense of the Licensee. The Licensor may, at its option, upon such termination, at the entire cost and expense of the Licensee, remove the portions of the Pipeline located underneath its roadbed and track or tracks and restore such roadbed to as good a condition as it was in at the time of the construction of the Pipeline, or it may permit the Licensee to do such work of removal and restoration to the satisfaction of the Licensor. In the event of the removal by the Licensor of the property of the Licensee and of the restoration of the roadbed and property as herein provided, the Licensor shall in no manner be liable to the Licensee for any damage sustained by the Licensee for or on account thereof, and such removal and restoration shall in no manner prejudice or impair any right of action for damages, or otherwise, that the Licensor may have against the Licensee.

Section 12. WAIVER OF BREACH.

The waiver by the Licensor of the breach of any condition, covenant or agreement herein contained to be kept, observed and performed by the Licensee shall in no way impair the right of the Licensor to avail itself of any remedy for any subsequent breach thereof.

PL X 980112
Form Approved, AVP-Law

Section 13. TERMINATION.

(a) If the Licensee does not use the right herein granted or the Pipeline for one (1) year, or if the Licensee continues in default in the performance of any covenant or agreement herein contained for a period of thirty (30) days after written notice from the Licensor to the Licensee specifying such default, the Licensor may, at its option, forthwith immediately terminate this Agreement by written notice.

(b) In addition to the provisions of subparagraph (a) above, this Agreement may be terminated by written notice given by either party hereto to the other on any date in such notice stated, not less, however, than thirty (30) days subsequent to the date upon which such notice shall be given.

(c) Notice of default and notice of termination may be served personally upon the Licensee or by mailing to the last known address of the Licensee. Termination of this Agreement for any reason shall not affect any of the rights or obligations of the parties hereto which may have accrued, or liabilities, accrued or otherwise, which may have arisen prior thereto.

Section 14. AGREEMENT NOT TO BE ASSIGNED.

The Licensee shall not assign this Agreement, in whole or in part, or any rights herein granted, without the written consent of the Licensor, and it is agreed that any transfer or assignment or attempted transfer or assignment of this Agreement or any of the rights herein granted, whether voluntary, by operation of law, or otherwise, without such consent in writing, shall be absolutely void and, at the option of the Licensor, shall terminate this Agreement.

Section 15. SUCCESSORS AND ASSIGNS.

Subject to the provisions of Section 14 hereof, this Agreement shall be binding upon and inure to the benefit of the parties hereto, their heirs, executors, administrators, successors and assigns.

PL/WL/DRAINAGE INS.
Form Approved, AVF-Law Updated 03/01/2003



EXHIBIT B-1

Union Pacific Railroad Company Insurance Provisions For Pipeline / Wireline / Drainage License Agreements

Licensee shall, at its sole cost and expense, procure and maintain during the life of this Agreement the following insurance coverage:

A. **Commercial General Liability** insurance. This insurance shall contain broad form contractual liability with a single limit of at least \$2,000,000 each occurrence or claim and an aggregate limit of at least \$4,000,000. Coverage must be purchased on a post 1998 ISO or equivalent form, including but not limited to coverage for the following:

- Bodily injury including death and personal injury
- Property damage
- Fire legal liability (Not less than the replacement value of the portion of the premises occupied)
- Products and completed operations

The policy shall also contain the following endorsements which shall be indicated on the certificate of insurance:

- The employee and worker's compensation related exclusions in the above policy apply only to Licensee's employees
- The exclusions for railroads (except where the Job site is more than fifty feet (50') from any railroad including but not limited to tracks, bridges, trestles, roadbeds, terminals, underpasses or crossings), and explosion, collapse and underground hazard shall be removed
- Waiver of subrogation

B. **Business Automobile Coverage** insurance. This insurance shall contain a combined single limit of at least \$2,000,000 per occurrence or claim, including but not limited to coverage for the following:

- Bodily injury and property damage
- Any and all motor vehicles including owned, hired and non-owned

The policy shall also contain the following endorsements which shall be indicated on the certificate of insurance:

- The employee and worker's compensation related exclusions in the above policy apply only to Licensee's employees
- The exclusions for railroads (except where the Job site is more than fifty feet (50') from any railroad including but not limited to tracks, bridges, trestles, roadbeds, terminals, underpasses or crossings), and explosion, collapse and underground hazard shall be removed
- Motor Carrier Act Endorsement- Hazardous materials clean up (MCS-90) if required by law.

Real Estate

UNION PACIFIC RAILROAD
1400 Douglas Street, Stop 1690
Omaha, Nebraska 68179-1690
Ex. (402) 501-0340

PL/WL/DRAINAGE INS.

Form Approved, AVF-Law Updated 03/01/2003

C. Workers Compensation and Employers Liability insurance including but not limited to:

- Licensee's statutory liability under the workers' compensation laws of the state(s) affected by this Agreement
- Employers' Liability (Part B) with limits of at least
\$500,000 each accident, \$500,000 disease policy limit
\$500,000 each employee

If Workers Compensation insurance will not cover the liability of Licensee in states that require participation in state workers' compensation fund, Licensee shall comply with the laws of such states. If Licensee is self-insured, evidence of state approval must be provided along with evidence of excess workers compensation coverage. Coverage shall include liability arising out of the U. S. Longshoremen's and Harbor Workers' Act, the Jones Act, and the Outer Continental Shelf Land Act, if applicable.

The policy shall also contain the following endorsement which shall be indicated on the certificate of insurance:

- Alternate Employer Endorsement

D. Umbrella or Excess Policies In the event Licensee utilizes Umbrella or excess policies, these policies shall "follow form" and afford no less coverage than the primary policy.

Other Requirements

- E.** Punitive damage exclusion must be deleted, **which deletion shall be indicated on the certificate of insurance.**
- F.** Licensee agrees to waive its right of recovery, and its insurers, through policy endorsement, agree to waive their right of subrogation against Licensor. Licensee further waives its right of recovery, and its insurers also waive their right of subrogation against Licensor for loss of its owned or leased property or property under its care, custody and control. Licensee's insurance shall be primary with respect to any insurance carried by Licensor. All waivers of subrogation **shall be indicated on the certificate of insurance.**
- G.** All policy(ies) required above (excluding Workers Compensation) shall provide severability of interests and shall name Licensor as an additional insured. **Severability of interest and naming Licensor as additional insured shall be indicated on the certificate of insurance.**
- H.** Prior to commencing the Work, Licensee shall furnish to Licensor original certificate(s) of insurance evidencing the required coverage, endorsements, and amendments. The certificate(s) shall contain a provision that obligates the insurance company(ies) issuing such policy(ies) to notify Licensor in writing of any cancellation or material alteration. **Upon request from Licensor, a certified duplicate original of any required policy shall be furnished.**
- I.** Any insurance policy shall be written by a reputable insurance company acceptable to Licensor or with a current Best's Insurance Guide Rating of A- and Class VII or better, and authorized to do business in the state(s) in which the service is to be provided.

PL/WL/DRAINAGE INS.

Form Approved, AVP-Law Updated 03/01/2003

- J. Licensee **WARRANTS** that this Agreement has been thoroughly reviewed by Licensee's insurance agent(s)/broker(s), who have been instructed by Licensee to procure the insurance coverage required by this Agreement and acknowledges that Licensee's insurance coverage will be primary.
- K. The fact that insurance is obtained by Licensee or Licensor on behalf of Licensee shall not be deemed to release or diminish the liability of Licensee, including, without limitation, liability under the indemnity provisions of this Agreement. Damages recoverable by Licensor shall not be limited by the amount of the required insurance coverage.

TKDA

ENGINEERS • ARCHITECTS • PLANNERS

1500 Piper Jaffray Plaza
444 Cedar Street
Saint Paul, MN 55101-2140

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

November 10, 2005

Honorable Mayor and City Council
City of Lake Elmo, Minnesota

Re: Change Order No. 1
Water Systems Interconnect Phase I
City of Lake Elmo, Minnesota
TKDA Project No. 13186.000

Dear Mayor and City Council;

Due to the late completion of the Phase I Project by the contractor, we entered into discussions with them regarding liquated damages for that project.

As a result of those talks we agreed to deduct \$10,000.00 from monies due them, and to have them install Phase V watermain at an agreed upon price of \$20,000.00.

You may recall that Phase V involves directionally drilling 8-inch watermain from the south end of the Tapestry subdivision, through Sunfish Park, to Park Meadows. This project will both provide Park Meadows with water service, and provide a vital link in our water system. If this project were bid, we would have expected to pay about \$60,000.00.

City Council Action Requested

Approve Change Order No. 1 for Phase I of the Water Systems Interconnect.

Sincerely;



Thomas Prew, P. E.
City Engineer

Enclosure

CHANGE ORDER

TKDA
Engineers-Architects-Planners

Saint Paul, MN November 9 20 05 Proj. No. 13186.000 Change Order No. 1

To Chris Riley Utilities, Inc.

for Water System Interconnect - Phase I

for City of Lake Elmo, Minnesota

You are hereby directed to make the following change to your contract dated September 20, 20 05. The change and the work affected thereby is subject to all contract stipulations and covenants. This Change Order will (increase) (decrease) (not change) the contract sum by Ten Thousand Dollars and 00/100 (\$ 10,000.00).

This change order provides for changes in the work of this contract according to the following:

Add Watermain Interconnect Phase IV (see attached Plans).

The cost shall be \$20,000, plus the cost of hydrants and services. Contractor shall be paid at the existing unit prices for those items. Work to be completed by December 15, 2005.

\$ 20,000.00

Liquidated Damages in the amount of \$10,000 shall be deducted for the late completion of Phase I.

\$ (10,000.00)

NET CHANGE =

\$ 10,000.00

Amount of Original Contract

\$ 612,000.32

Additions approved to date (Change Order No. 1 (no contract amount change))

\$ -

Deductions approved to date (Nos.)

\$ -

Contract amount to date

\$ 612,000.32

Amount of this Change Order (Add) (Deduct) (No Change)

\$ 10,000.00

Revised Contract Amount

\$ 622,000.32

Approved City of Lake Elmo, Minnesota
Owner

TKDA

By

By 
Thomas D. Prew, P.E.

Approved Chris Riley Utilities, Inc.
Contractor

White - Owner
Pink - Contractor
Blue - TKDA

By

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

RESOLUTION NO. 2005-125

**A RESOLUTION APPROVING CHANGE ORDER NO. 1
FOR WATER SYSTEMS INTERCONNECT PHASE 1 PROJECT**

BE IT RESOLVED, that the Lake Elmo City Council hereby approves Change Order No. 1 for the Water Systems Interconnect Phase I Project, Chris Riley Utilities, Inc., which cost shall be \$20,000, plus the cost of hydrants and services and the liquidated damages in the amount of \$10,000 shall be deducted for the late completion of Phase I with a NET CHANGE of \$10,000, verified by the City Engineer in his memo dated November 10, 2005.

ADOPTED, by the Lake Elmo City Council the 15th day of November, 2005.

Dean A. Johnston, Mayor

ATTEST:

Martin J. Rafferty, City Administrator

4D. (2)

TKDA

ENGINEERS • ARCHITECTS • PLANNERS

1500 Piper Jaffray Plaza
444 Cedar Street
Saint Paul, MN 55101-2140

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

November 10, 2005

Honorable Mayor and City Council
City of Lake Elmo, Minnesota

Re: Change Order No. 1
Water Systems Interconnect Phase III
City of Lake Elmo, Minnesota
TKDA Project No. 13186.000

Dear Mayor and City Council;

Due to the hurricanes in the Gulf area, the availability of polyethylene pipe, which is an oil based product, is in very short supply. Our contractor has had his order for pipe delayed, and the price substantially increased as a result of these conditions.

In light of these economic conditions, which are beyond the control of our Contractor, we have agreed to extend the completion date for a portion of this project. We are recommending that the portion of the project necessary to give water service to the Farms of Lake Elmo be completed this fall, and complete the remainder of the project next spring.

Within the terms of our contract we cannot pay higher prices for this work.

City Council Action Requested

Approve Change Order No. 1 for Phase III of the Water Systems Interconnect.

Sincerely,



Thomas Prew, P. E.
City Engineer

Enclosure

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

RESOLUTION NO. 2005-126

**A RESOLUTION APPROVING CHANGE ORDER NO. 1
FOR WATER SYSTEMS INTERCONNECT PHASE III PROJECT**

BE IT RESOLVED, that the Lake Elmo City Council hereby approves Change Order No. 1 for the Water Systems Interconnect Phase III Project, Chris Riley Utilities, Inc., for the Interim Completion Date shall be December 15, 2005 to install 16" and 12" watermain from the north side of TH5 to the east end of the project on 31st Street and June 15, 2006 shall be the Completion Date for all remaining work, verified by the City Engineer in his memo dated November 10, 2005.

ADOPTED, by the Lake Elmo City Council the 15th day of November, 2005.

Dean A. Johnston, Mayor

ATTEST:

Martin J. Rafferty, City Administrator

<u>Mavor</u> Dean Johnston <u>Councilmembers</u> Steve DeLapp Elizabeth Johnson Anne Smith Rita Conlin	No. 4.E. Agenda Section: Consent Agenda Agenda Item: Ad Hoc Community Improvement Commission Attendance Date: November 15, 2005
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Background Information for November 15, 2005.

At your last meeting, you directed the CIC to review the absence of Jill Anderson and their meeting schedule. At their meeting on November 9, the CIC recommended that Commissioner Jill Anderson be removed from the CIC for cause. They hope Ms. Anderson will reapply when her time permits. The CIC has established a quarterly meeting schedule for 2006.

Motion _____, Second _____, to remove Jill Anderson from the Community Improvement Commission for cause, and to thank her for her service to the City and her residents.

Attached: 2006 CIC Meeting Schedule

City of Lake Elmo
AD HOC COMMUNITY IMPROVEMENT COMMISSION
2006 Meeting Schedule

January 11 Wednesday

April 12 Wednesday

July 12 Wednesday

October 18 Wednesday *(Oct 11th is Planning Commission due to Columbus Day)*

Monthly Operating Report - Revenue

As of November 2005	Description	Budget	Amount	Variance
	Current Ad Valorem Taxes	1,923,989	961,029	962,960
	Fiscal Disparities	12,838	55,523	-42,685
	Liquor License	9,000	0	9,000
	Waste hauler License	420	100	320
	General Contractor License	175	6,871	-6,696
	Heating Contractor License	1,000	910	90
	Building Permits	176,000	128,735	47,265
	Surcharge	10,154	0	10,154
	Heating Permits	9,000	0	9,000
	Plumbing Permits	7,000	12,238	-5,238
	Sewer Permits	4,000	0	4,000
	Animal License	1,500	1,514	-14
	Utility Permits	1,500	1,965	-465
	Burning Permit	1,200	1,505	-305
	Local Government Aid	1,375	4,794	-3,419
	MSA - Maintenance	0	9,068	-9,068
	State Fire Aid	25,000	52,676	-27,676
	PERA Aid	1,500	1,375	126
	Gravel Tax	4,000	3,063	937
	Recycling Grant	15,000	32,994	-17,994
	Cable Franchise Revenue	0	17,164	-17,164
	Zoning & Subdivision Fees	25,000	28,822	-3,822
	Plan Check Fees	62,000	43,782	18,218
	Sale of Copies, Books, Maps	1,200	1,185	15
	Assessment Searches	500	315	185
	Clean Up Days	5,000	5,591	-591
	Cable Operation Reimbursement	1,920	1,786	134
	Fines	65,000	46,386	18,614
	Miscellaneous Revenue	22,000	8,610	13,390
	Interest Earnings	60,000	53,393	6,607
	Interfund Operating Transfers	64,752	0	64,752
	General Fund Total	2,512,023	1,481,392	1,030,631
	Water Sales	202,500	215,798	-13,298
	Tower Rent	26,500	29,818	-3,318
	Total Water Enterprise	229,000	245,615	-16,615
	Total Sewer Enterprise Fund	7,020	1,300	5,720
	Total Surface Enterprise Fund	75,000	105	74,895
	Total Report	2,823,043	1,728,413	1,094,630

Monthly Operating Report

As of 11/15/2005 (Period 11)	Budget	Amount	Variance	Comments
Mayor & Council				
Part-time Salaries	12,100	6,050	6,050	
FICA Contributions	875	375	500	
Medicare Contributions	204	88	116	
Travel Expense	4,000	84	3,916	
Miscellaneous	8,500	4,944	3,556	
Dues & Subscriptions	8,000	8,376	-376	Annual League of Mn Cities=5687.00 +Assoc.of Metro Muni= 2634.00
Conferences & Training	5,000	1,724	3,276	
Sub-Total	38,679	21,641	17,038	
Administration				
Full-time Salaries	128,235	107,307	20,928	
PERA Contributions	7,091	4,989	2,102	
FICA Contributions	7,951	6,700	1,251	
Medicare Contributions	1,859	1,567	292	
Health/Dental Insurance	19,132	15,219	3,913	
Workers Compensation	1,740	1,722	18	Annual Premium Paid
Office Supplies	7,000	5,417	1,583	
Printed Forms	800	519	281	
Newsletter/Website	15,000	15,335	-335	
Postage	9,500	8,692	809	
Travel Expense	4,200	903	3,297	
Legal Publishing	6,000	5,474	526	
Insurance	35,000	30,963	4,037	Annual Premium Paid
Cable Operation Expense	1,200	1,974	-774	Reimbursed by Cable Commission
Miscellaneous	7,200	24,880	-17,680	Code Codification \$12,487 (not Budgeted), Use Tax, Christmas Lights.
Dues & Subscriptions	2,250	2,333	-83	
Books	500	0	500	
Conferences & Training	2,500	452	2,048	
Professional Development	2,000	160	1,840	
Transfer Out	195,032	195,032	0	
Sub-Total	454,190	429,637	24,553	
Elections				
Part-time Salaries	1,100	0	1,100	
FICA Contributions	68	0	68	
Medicare Contributions	16	0	16	
Office Supplies	50	0	50	
Printed Forms	100	0	100	
Travel Expense	100	0	100	
Miscellaneous	250	535	-285	Lunches/Dinners for Election Judges
Conferences & Training	500	0	500	
Other Equipment	350	340	10	Accuvote Equipment Annual Maint. Paid
Sub-Total	2,534	875	1,659	

	Budget	Amount	Variance	Comments
Finance				
Full-time Salaries	61,798	44,577	17,221	
PERA Contributions	3,417	2,430	987	
FICA Contributions	3,831	2,768	1,063	
Medicare Contributions	898	647	249	
Health/Dental Insurance	7,969	6,535	1,434	
Workers Compensation	839	830	9	Annual Premium Paid
Office Supplies	700	768	-68	
Printed Forms	809	657	152	
Software Support	8,995	14,804	-5,809	Annual Accounting Software Maintenance Paid (note: incl. support-all Dept.)
Hardware Support	3,701	2,561	1,140	
Software Programs	1,560	0	1,560	
Travel Expense	2,000	60	1,940	
Miscellaneous	700	721	-21	
Dues & Subscriptions	100	265	-165	Spec. Assessment Billing By Wash Cty \$450.00
Books	200	0	200	
Conferences & Training	1,000	65	935	
Sub-Total	98,515	77,689	20,826	
Accounting Services	22,000	26,082	-4,082	New Annual State Reporting requirements
Assessing Services	38,000	32,766	5,235	
City Attorney - Civil	26,000	34,372	-8,372	
City Attorney - Criminal	45,000	39,311	5,689	
Planning & Zoning				
Full-time Salaries	64,631	58,914	5,717	
PERA Contributions	3,574	5,463	-1,889	
FICA Contributions	4,007	3,678	329	
Medicare Contributions	937	860	77	
Health/Dental Insurance	7,962	12,650	-4,688	
Workers Compensation	877	868	9	Annual Premium Paid
Office Supplies	500	1,844	-1,344	Comp Plan Materials
Printed Forms	500	437	63	
Zoning Ordinance Dev - CDBG	5,000	0	5,000	
Cimarron Study - CDBG	24,000	426	23,574	
Comprehensive Planning	10,000	71,045	-61,045	Comp Plan Amendment - Expenditure funded by reserves.
Engineering Services	0	0	0	
Travel Expense	2,700	2,568	132	
Cable Operation Expense	1,200	1,033	167	
Miscellaneous	200	360	-160	
Dues & Subscriptions	500	800	-300	
Books	200	467	-267	
Conferences & Training	2,000	875	1,125	
Sub-Total	128,788	162,287	-33,499	
Engineering Services	27,861	30,214	-2,353	

	Budget	Amount	Variance	Comments
Attorney Fees	25,000	1,466	23,534	
Gov't Building				
Cleaning Supplies	300	304	-4	
Building Repair Supplies	500	939	-439	Sidewalk Repairs
Telephone	5,100	5,498	-398	
Insurance	0	277	-277	
Electric Utility	6,500	6,325	175	Anticipated Electric Rates exceeded Budgeted Estimate
Refuse	2,000	1,117	883	
Repairs/Maint Contractual Bldg	10,000	9,579	421	
Repairs/Maint Contractual Eqpt	7,000	3,968	3,032	
Miscellaneous	500	775	-275	City Hall Supplies
Sub-Total	31,900	28,782	3,118	
Law Enforcement Services	327,633	339,857	-12,224	
Fire				
Full-time Salaries	12,999	13,162	-163	
Part-time Salaries	117,200	106,444	10,756	
PERA Contributions	719	2,652	-1,933	
FICA Contributions	8,034	7,419	615	
Medicare Contributions	1,879	1,735	144	
Health/Dental Insurance	1,677	1,974	-297	
Workers Compensation	3,580	3,543	37	Annual Premium Paid
Office Supplies	1,000	779	221	
Printed Forms	500	34	466	
EMS Supplies	1,500	1,390	110	
Fire Prevention	4,000	1,671	2,329	
Fuel	4,500	3,143	1,357	
Equipment Parts	500	1,051	-551	
Building Repair Supplies	200	340	-140	
Small Tools & Equipment	1,200	1,467	-267	
Physicals	4,000	3,526	474	
Telephone	3,500	4,293	-793	
Radio	7,500	3,448	4,052	
Internet	700	0	700	
Travel Expense	3,000	3,591	-591	
Vehicle Insurance	14,850	13,197	1,653	Annual Premium Paid
Electric Utility	5,700	4,225	1,475	Anticipated Electric Rates exceeded Budgeted Estimate
Repairs/Maint Contractual Bldg	7,000	8,982	-1,982	
Repairs/Maint Contractual Eqpt	25,000	33,661	-8,661	
Rentals - Building	1,080	1,080	0	
Uniforms	9,500	6,597	2,903	
Miscellaneous	1,300	19,288	-17,988	17,521 For Fire Survey
Dues & Subscriptions	2,500	2,377	124	
Books	200	25	175	
Conferences & Training	15,000	6,859	8,141	

	Budget	Amount	Variance	Comments
Pension Contribution	2,690	2,690	0	
Fire State Aid	25,000	66,414	-41,414	Offset by State Aid Revenue
Equipment	10,000	5,110	4,890	
Transfer Out	40,000	40,000	0	
Sub-Total	338,008	372,167	-34,159	All fire accounts need close monitoring for remainder of year.
Building Inspection				
Full-time Salaries	125,415	104,122	21,293	
PERA Contributions	6,935	5,058	1,877	
FICA Contributions	7,776	6,471	1,305	
Medicare Contributions	1,819	1,513	306	
Health/Dental Insurance	18,845	15,886	2,959	
Workers Compensation	1,702	1,684	18	Annual Premium Paid
Office Supplies	1,100	388	712	
Printed Forms	1,000	308	692	
Fuel	3,000	322	2,678	
Engineer Serv Utility Permits	2,000	0	2,000	
Plan Review Charges	5,000	0	5,000	
Surcharge Payments	13,500	7,401	6,099	
Telephone	400	394	6	
Travel Expense	1,000	1,851	-851	
Insurance	1,200	964	236	
Repairs/Maint Contractual Eqpt	500	1,122	-622	
Rentals - Building	4,500	3,515	986	
Uniforms	600	187	413	
Miscellaneous	400	218	182	
Dues & Subscriptions	800	565	235	
Books	300	2	298	
Conferences & Training	2,500	1,140	1,360	
Equipment	0	157	-157	Noise Meter
Transfer Out	5,000	5,000	0	
Sub-Total	205,292	158,268	47,024	
Civil Defense	9,000	9,000	0	
Animal Control				
Printed Forms	250	0	250	
Contract Services	8,800	6,734	2,066	
Impounding	7,000	10,163	-3,163	
Miscellaneous	200	144	56	
Sub-Total	16,250	17,042	-792	

	Budget	Amount	Variance	Comments
Public Works				
Full-time Salaries	115,938	79,654	36,284	
Part-time Salaries	5,160	0	5,160	
PERA Contributions	6,697	4,405	2,292	
FICA Contributions	7,508	4,941	2,567	
Medicare Contributions	1,756	1,156	600	
Health/Dental Insurance	21,187	17,615	3,572	
Workers Compensation	6,740	6,670	70	Annual Premium Paid
Office Supplies	300	53	247	
Fuel, Oil and Fluids	12,000	16,866	-4,866	Increased Fuel Prices
Shop Materials	2,500	2,297	203	
Equipment Parts	5,000	3,290	1,710	
Building Repair Supplies	1,000	68	932	
Street Maintenance Materials	12,000	3,500	8,500	
Landscaping Materials	2,500	7	2,493	
Sign Repair Materials	4,000	5,347	-1,347	
Sand/Salt	25,000	9,656	15,344	
Small Tools & Minor Equipment	1,500	1,869	-369	
Engineering Services	4,000	0	4,000	
Sealcoating & Crack Sealing	35,000	0	35,000	
Contract Services	45,000	36,616	8,384	
Telephone	2,750	1,686	1,064	
Travel Expense	750	50	700	
Insurance	16,000	9,018	6,982	Annual Premium Paid
Electric Utility	9,300	5,168	4,132	Anticipated Electric Rates exceeded Budgeted Estimate
Refuse	1,300	1,117	183	
Repairs/Maint Contractual Bldg	2,000	1,133	867	
Repairs/Maint Imp Not Bldgs	2,500	29	2,471	
Repairs/Maint Contractual Eqpt	8,000	4,966	3,034	
Uniforms	1,200	1,329	-129	
Miscellaneous	2,500	2,122	378	
Dues & Subscriptions	500	125	375	
Conferences & Training	500	595	-95	
Clean-up Days	12,000	9,368	2,633	
Other Equipment	7,380	1,816	5,564	
Transfer Out	199,488	199,488	0	
Sub-Total	580,954	432,018	148,936	
Street Lighting	18,000	14,118	3,882	Anticipated Electric Rates exceeded Budgeted Estimate
Sanitation				
Recycling Supplies	6,000	4,316	1,684	
Newsletter	5,000	0	5,000	
Miscellaneous	7,100	1,045	6,055	
Sub-Total	18,100	5,361	12,739	

	Budget	Amount	Variance	Comments
Parks				
Full-time Salaries	52,660	38,399	14,261	
Part-time Salaries	25,658	14,455	11,203	
PERA Contributions	4,331	2,594	1,737	
FICA Contributions	4,856	3,283	1,573	
Medicare Contributions	1,136	768	368	
Health/Dental Insurance	7,241	6,286	955	
Workers Compensation	2,585	2,558	27	Annual Premium Paid
Office Supplies	250	0	250	
Fuel, Oil and Fluids	2,200	743	1,457	
Shop Materials	500	53	447	
Chemicals	1,000	950	50	
Equipment Parts	4,000	1,495	2,505	
Building Repair Supplies	500	324	176	
Landscaping Materials	5,000	1,388	3,612	
Small Tools & Minor Equipment	1,000	117	883	
Telephone	1,000	667	333	
Travel Expense	0	316	-316	
Insurance	3,500	2,078	1,422	Annual Premium Paid
Electric Utility	7,600	4,201	3,399	
Refuse	2,400	2,024	376	
Repairs/Maint Contractual Bldg	2,000	0	2,000	
Repairs/Maint Imp Not Bldgs	30,000	10,308	19,692	
Repairs/Maint Contractual Eqpt	1,000	1,564	-564	New tires for trailer, repairs to Tractor
Rentals - Buildings	3,000	5,087	-2,087	
Uniforms	200	0	200	
Miscellaneous	200	1,875	-1,675	\$760.00 Property Taxes for 3585 Laverne
Dues & Subscriptions	100	125	-25	
Transfer Out	18,000	18,000	0	
Sub-Total	181,917	119,659	62,258	
Total General Fund	2,633,621	2,324,605	281,008	Current estimated projections should meet General Fund Budget for this- 2005 fiscal year.

	Budget	Amount	Variance	Comments
Water Enterprise Operating				
Full-time Salaries	70,119	79,944	-9,825	Payroll Coding Issue- See Surface water utility
PERA Contributions	3,878	4,141	-263	
FICA Contributions	4,347	4,971	-624	
Medicare Contributions	1,017	1,163	-146	
Health/Dental Insurance	8,618	10,242	-1,624	
Workers Compensation	2,137	2,115	22	Annual Premium Paid
Office Supplies	200	314	-114	Invoices printed
Printed Forms	1,500	224	1,276	
Chemicals	3,000	1,554	1,446	
Utility System Maintenance	3,000	974	2,026	
Water Meters & Supplies	17,500	3,819	13,681	
Small Tools & Minor Equipment	500	150	350	
Engineering Services	8,000	206,821	-198,821	Water System Study/Mapping - \$66,919.00 (To be reclassified into Capital)
Software Support	6,500	1,000	5,500	
Telephone	2,000	951	1,049	
Postage	1,120	0	1,120	
Travel Expense	1,400	898	502	
Insurance	3,433	6,449	-3,016	Annual Premium Paid
Electric Utility	15,806	11,489	4,317	
Water Utility	85,000	71,910	13,090	
Repairs\Maint Imp Not Bldgs	8,000	11,795	-3,795	Water Main Breaks
Miscellaneous	10,000	4,356	5,644	
Conferences & Training	1,020	955	65	
Other Equipment	2,000	1,468	532	
Sub-Total	260,095	427,701	-167,606	
Sewer Operating Enterprise				
Full-time Salaries	11,993	18,910	-6,917	Payroll Coding issue- See Surface Water Utility
PERA Contributions	663	975	-312	
FICA Contributions	744	1,177	-433	
Medicare Contributions	174	275	-101	
Health/Dental Insurance	1,401	2,489	-1,088	
Workers Compensation	463	458	5	Annual Premium Paid
Utility System Maint Supplies	500	51	449	
Small Tools & Minor Equipment	500	0	500	
Engineering Services	6,000	1,987	4,013	
Telephone	2,000	1,222	778	
Travel Expense	0	70	-70	
Electric Utility	2,123	716	1,407	
Sewer Utility - Met Council	0	825	-825	
Repairs\Maint Imp Not Bldgs	4,000	1,802	2,198	
Miscellaneous Expenses	600	0	600	
Conferences & Training	500	0	500	
Sub-Total	31,661	30,957	704	

	Budget	Amount	Variance	Comments
Surface Water Utility				
Full-time Salaries	29,523	0	29,523	Payroll Coding Issue- See Sewer & Water Operating Enterprise
PERA Contributions	1,633	0	1,633	
FICA Contributions	1,830	0	1,830	
Medicare Contributions	428	0	428	
Health/Dental Insurance	4,346	0	4,346	
Workers' Compensation	900	891	9	Annual Premium Paid
Office Supplies	500	0	500	
Utility System Maint Supplies	2,500	0	2,500	
Small Tools & Minor Equipment	1,000	71	929	
Engineering Services	10,000	9,260	740	
Erosion Control	5,000	240	4,760	
Software Support	4,000	0	4,000	
Postage	1,110	0	1,110	
Contract Services	2,500	3,382	-882	Excav Work - Miller Excavating
Repairs/Maint Not Bldg	2,500	500	2,000	
Miscellaneous Expenses	750	213	537	
Transfer Out	30,315	0	30,315	
Sub-Total	98,835	14,557	84,278	

Lake Elmo City Council 11-15-2005	Agenda Section: FINANCE	<u>No. 5A</u>
<u>Agenda Item: Public Hearing: Assessment for proposed Unpaid Municipal Utilities</u>		
<p><u>Background Information for November 15, 2005:</u></p> <p>Attached, please find Resolution # 2005-123 for the proposed assessment of unpaid utilities. The City of Lake Elmo by State Statue and City Code has the authority to assess property owners for unpaid utilities and services. All property owners were sent letters regarding past due Municipal Utilities balances. Notification of the Public Hearing was published in the City's legal newspaper on November 04, 2005. Property owners will have until November 30, 2005 to pay the balance due without interest or a fee of \$ 25.00 whichever is greater.</p>		
<u>Action Items:</u> Motion to approve Resolution # 2005-123 for the Assessment of Unpaid Municipal Utilities.		<u>Person responsible:</u> Tom Bouthilet
<u>Attachments:</u> <ol style="list-style-type: none"> 1. Resolution 2005-123 2. Exhibit A 3. Public Hearing Notice 		

CITY OF LAKE ELMO
WASHINGTON COUNTY, MINNESOTA

RESOLUTION NO. 2005 – 123
RESOLUTION AUTHORIZING CERTIFICATION TO
WASHINGTON COUNTY AUDITOR FOR
UNPAID UTILITY BILLS

WHEREAS, Minn. Stat. 444.075, subd. 3, permits certification of unpaid charges to the county auditor for collection with taxes payable;

WHEREAS, the Municipal Code for the City of Lake Elmo contains a provision to certify delinquent accounts to the County Auditor for collection with taxes payable.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LAKE ELMO, MINNESOTA, THAT:

1. The list of delinquent accounts, a copy of which is attached hereto as Exhibit A, and made a part hereof, is hereby accepted and shall be certified to the Washington County Auditor for collection with taxes payable.
2. The certified amount shall be payable over a period of one year, and one installment with interest as provided in Exhibit A.
3. The owner of the property may, at any time prior to certification to the County Auditor, pay the delinquent amount to the City Finance Director.
4. The City Administrator shall forthwith transmit a certified duplicate of Exhibit A to the County Auditor to be extended on the property tax lists of Washington County. Such delinquent accounts shall be collected and paid over in the same manner as other municipal taxes.

ADOPTED, by the Lake Elmo City Council on the 15th day of November, 2005.

Dean Johnston, Mayor

ATTEST:

Martin Rafferty, City Administrator

City of Lake Elmo
2005 Proposed Assessment Roll

Exhibit A

PID	Name	Billing Address	Account No.	Amount	Fee	Total
06-029-20-32-0040	Larson, Joel	12038 Marquess Lane N.	01-00958-00-6	\$ 385.25	\$ 30.82	\$ 416.07
13-029-21-23-0069	Wicker, Bill	11079 35th Street	01-00256-00-5	\$ 293.65	\$ 25.00	\$ 318.65
13-029-21-24-0005	Dittmann, Elmer	3624 Layton Ave	01-00073-00-4	\$ 189.77	\$ 25.00	\$ 214.77
13-029-21-32-0003	Murphy, Paul	11057 33rd Street	01-00012-00-5	\$ 466.96	\$ 37.36	\$ 504.32
13-029-21-32-0057	Kaeck, Matthew	3308 Lake Elmo Ave	01-00116-00-7	\$ 122.67	\$ 25.00	\$ 147.67
13-029-21-33-0005	Prokosch, Fred	11223 32nd St.	01-00188-00-9	\$ 104.95	\$ 25.00	\$ 129.95
13-029-21-43-0007	Simkins, Bill	3010 Lisbon Ave	01-00189-00-0	\$ 500.60	\$ 40.05	\$ 540.65
				\$ 2,063.85	\$ 208.22	\$ 2,272.07

CITY OF LAKE ELMO
NOTICE OF HEARING
ON PROPOSED ASSESSMENT FOR
CURRENT MUNICIPAL SERVICES AND/OR MUNICIPAL UTILITIES

TO WHOM IT MAY CONCERN:

Notice is hereby given that the City Council of the City of Lake Elmo, Minnesota, will meet in the Council Chambers in the City of Lake Elmo, Minnesota, on the 15th day of November, 2005 at 7:00 p.m. to consider, and possibly adopt the proposed assessment for unpaid municipal services or municipal utilities.

You may prior to certification of assessment to the County Auditor, pay the entire assessment. If the assessment is not prepaid before November 30, 2005, the rate of eight percent (8%) interest or a charge of \$25.00, whichever is greater, will be applied to the assessment balance. The assessment will be due in full for the taxes payable 2006 calendar year.

The proposed assessment roll is on file for public inspection at the Finance Director's office. Written or oral objections will be considered at the meeting. No appeal may be taken as to the amount of an assessment unless a signed, written objection is filed with the City Administrator prior to the hearing or presented to the presiding officer at the hearing. The Council may, upon such notice, consider any objection to the amount of a proposed individual assessment to the affected owners as it deems advisable.

Martin J. Rafferty

October 29, 2005

Publish in the November 04, 2005 Lake Elmo Leader

Notice of Proposed Total Budget and Property Taxes

The Lake Elmo City Council will hold a public hearing on its budget and on the amount of property taxes it is proposing to collect to pay for the costs of services the city will provide in 2006.

SPENDING: The total budget amounts below compares the city's 2005 total actual budget with the amount the city proposes to spend in 2006.

<u>2005 Total Actual Budget</u>	<u>Proposed 2006 Budget</u>	<u>Change from 2005 – 2006</u>
\$2,712,711	\$3,566,804	31.48%

TAXES: The property tax amounts below compare that portion of the current budget levied in property taxes in the City of Lake Elmo for 2005 with the property taxes the city proposes to collect in 2006.

<u>2005 Property Taxes</u>	<u>Proposed 2006 Property Taxes</u>	<u>Change from 2005 – 2006</u>
\$1,923,989	\$2,149,940	11.74%

LOCAL TAX RATE COMPARISON: The following compares the city's current local tax rate, the city's tax rate for 2006 if no tax levy increase is adopted, and the city's proposed tax rate for 2006.

<u>2005 Tax Rate</u>	<u>2006 Tax Rate if NO Levy Increase</u>	<u>2006 Proposed Tax Rate</u>
19.375%	17.236%	19.375%

Attend the Public Hearing

All Lake Elmo City residents are invited to attend the public hearing of the City Council to express their opinions on the budget and on the proposed amount of 2006 property taxes. The hearing will be held on:

Monday, December 5, 2005, at 7:00 p.m.
Lake Elmo City Hall
3800 Laverne Avenue
Lake Elmo, Minnesota

If the discussion of the budget cannot be completed, a time and place for continuing the discussion will be announced at the hearing. You are also invited to send your written comments to:

City of Lake Elmo, Mayor's Office
3800 Laverne Avenue, Lake Elmo, Minnesota 55042



**Assessment,
Taxpayer Services and
Elections Department**

Kevin Corbid
Director

Date: November 4, 2005
To: Washington County Cities
From: Department of Assessment, Taxpayer Services and Elections
Subject: Truth in Taxation for Taxes Payable in 2006
Tax Rates for Published Notices for Cities over 2,500 Population

Each taxing authority required to hold a Truth in Taxation public hearing must publish a notice of proposed property taxes and notice of public hearing. The published notices for counties and for cities over 2,500 population are required to include certain tax rate information:

- the 2005 tax rate
- the 2006 tax rate with no levy increase
- the 2006 proposed rate

Page 2 of this document contains a summary of the three required rates for the county and each city for which Washington County calculates the tax rate. Page 3 shows in detail how the rates were calculated. Page 4 contains an example of the format of the published notice for cities over 2,500 population which shows how these rates should appear, as prescribed by the Department of Revenue.

You may disregard this notice if your population is less than 2,500 or you are not required to hold a truth in taxation hearing. All municipalities were included on the spreadsheet regardless of whether or not they are required to hold a hearing or meet the population criteria.

Additional information on Truth in Taxation publication requirements can be found on the Department of Revenue's website at www.taxes.state.mn.us. Select the following links: Property Tax Administrators; Local Government/Schools; Truth in Taxation for taxes payable 2006.

Please let us know if you have any questions.

CITY OF LAKE ELMO
WASHINGTON COUNTY, MINNESOTA

RESOLUTION 2005 - 127
DESIGNATION OF THE NATIONAL INCIDENT MANAGEMENT
SYSTEM AS THE BASIS FOR ALL INCIDENT MANAGEMENT
IN THE CITY OF LAKE ELMO

WHEREAS, the President of the United States of America issued Homeland Security Presidential Directive 5 to enhance the ability of the United States to manage domestic incidents by establishing a single, comprehensive national incident management system; and

WHEREAS, the President, in Homeland Security Presidential Directive 5, tasked the secretary of the U.S. Department of Homeland Security to develop and administer a National Incident Management System; and

WHEREAS, the secretary of the U.S. Department of Homeland Security developed and administered the National Incident Management System (NIMS) to provide for interoperability and compatibility among federal, state, and local capabilities, the NIMS will include: a core set of concepts, principles, terminology, and technologies covering the incident command system; multi-agency coordination systems; unified command; training; identification and management of resources (including systems for classifying types of resources); qualifications and certification; and the collection, tracking, and reporting of incident information and incident resources; and

WHEREAS, Minnesota Governor Tim Pawlenty issued Executive Order 05-02: DESIGNATION OF THE NATIONAL INCIDENT MANAGEMENT SYSTEM (NIMS) AS THE BASIS FOR ALL INCIDENT MANAGEMENT IN THE STATE OF MINNESOTA; and

WHEREAS, the collective input and guidance from all federal, state, local, and tribal homeland security partners has been, and will continue to be, vital to the development, effective implementation, and utilization of a comprehensive NIMS; and

WHEREAS, it is necessary and desirable that all Washington County, City of Lake Elmo agencies and personnel coordinate their efforts to effectively and efficiently provide the highest levels of incident management; and

WHEREAS, the NIMS standardized procedures for managing personnel, communications, facilities, and resources will improve the ability of City of Lake Elmo, Washington County, to utilize federal funding to enhance local and state agency readiness, maintain first responder safety, and streamline incident management processes; and

WHEREAS, the Incident Command System components of the NIMS are already an integral part of various incident management activities throughout City of Lake Elmo, Washington County, including current emergency management training programs; and

WHEREAS, the National Commission on Terrorist Attacks (9-11 Commission) recommended adoption of a standardized Incident Command System; and

NOW, THEREFORE, we do hereby establish the National Incident Management System (NIMS) as the City of Lake Elmo, Washington County, standard for incident management.

ADOPTED, by the Lake Elmo City Council on the 15th day of November, 2005.

Dean A. Johnston, Mayor

ATTEST:

Martin J. Rafferty, City Administrator

MINNESOTA DEPARTMENT OF PUBLIC SAFETY



Alcohol
and Gambling
Enforcement

ARMER/911
Program

Bureau of
Criminal
Apprehension

Driver
and Vehicle
Services

Homeland
Security and
Emergency
Management

Minnesota
State Patrol

Office of
Communications

Office of
Justice Programs

Office of
Traffic Safety

State Fire
Marshal and
Pipeline Safety



Homeland Security and Emergency Management

444 Cedar Street • Suite 223 • Saint Paul, Minnesota 55101-6223

Phone: 651.296.2233 • Fax: 651.296.0459 • TTY: 651.282.6555

www.dps.state.mn.us

National Incident Management System

Incident Command System Elements Implementation in Minnesota

March 10, 2005

The President of the United States has issued Homeland Security Presidential Directives (HSPD) 5 and 8 that directly impact states and local jurisdictions. In Minnesota, the Division of Homeland Security and Emergency Management (HSEM) is the State Administrative Agency (SAA) responsible for implementing these two directives through administration of the Homeland Security Grant Programs. One of the key elements of both HSPD 5 and 8 is the implementation of the National Incident Management System (NIMS).

Minnesota has used a formalized Incident Command/Management system for many years. In 1991 the State Legislature established MN Statute 115E, known as the Spills Bill. This bill required the commissioner of public safety to establish and implement an Incident Command System (ICS) within the state, which we now know as the Minnesota Incident Management System (MIMS). MIMS was institutionalized in state training institutions in 1996 and has been embedded in training throughout the state ever since.

HSEM recognizes that Minnesota has had a longstanding and well developed Incident Command training program, and we are now well ahead of many states when it comes to implementing the NIMS ICS requirements. Because we have had Incident Command/Management System training embedded in our training curriculum for almost 10 years and our MIMS training program is consistent with NIMS, we have met many of the baseline ICS requirements. The current MIMS curriculum is already ICS 100, 200 and 300 compliant and is currently being updated to include the ICS 400 requirements. The basic ICS training requirement in NIMS is already included in our MIMS curriculum. If your responders have already taken MIMS, you are in good shape for initial compliance with the basic ICS requirements in NIMS.

Based upon Minnesota's longstanding incident management training program institutionalized throughout the state, HSEM (as the SAA) now recommends the following steps be taken for initial implementation of Homeland Presidential Directive 5 and 8 for initial NIMS ICS compliance in 2005.

- Formally recognizing the NIMS by adopting the NIMS principles and policies by resolution or ordinance.
- Incorporating NIMS into existing training and exercise programs.
- Incorporating NIMS principles, policies and terminology into Emergency Operations Plans.
- Institutionalizing the use of the ICS across all disciplines and agencies within your jurisdiction by updating plans and procedures with the NIMS concepts and terminology.

(Continued on the back)

EQUAL OPPORTUNITY EMPLOYER

CITY OF LAKE ELMO
WASHINGTON COUNTY, MINNESOTA

RESOLUTION 2005 - 128
ADOPTING AND PROMOTING THE USE OF INTRASTATE MUTUAL-AID
AGREEMENTS

WHEREAS, Chapter 12, Section 12.331 allows for Intrastate Mutual Aid, and direct, timely assistance between jurisdictions is critical; and

WHEREAS, the possibility of the occurrence of natural and other disasters of major size and destructiveness exists and is increasing; and

WHEREAS, there is a need to ensure that preparations of **JURISDICTION** will be adequate to deal with disasters; generally protect the public peace, health, and safety; and preserve the lives and property of the people of the state; and

WHEREAS, it is necessary to provide for the rendering of mutual aid among the political subdivisions of the state and to cooperate with the federal government with respect to carrying out emergency management functions; and

WHEREAS, it is the policy of Minnesota that all emergency response functions of this state be coordinated to the maximum extent with the comparable functions of the state government, including its various departments and agencies, of other states and localities, and of private agencies of every type, to the end that the most effective preparations and uses may be made of the state's labor supply, resources, and facilities for dealing with any disaster that may occur; and

WHEREAS, the director of each local organization for emergency management may, in collaboration with other public and private agencies within this state, develop or cause to be developed mutual-aid arrangements for reciprocal emergency management aid and assistance in an emergency or disaster too great to be dealt with unassisted. These arrangements must be consistent with the local emergency operations plan and, in time of emergency, each local organization for emergency management and its members shall render assistance in accordance with the provisions of the mutual-aid arrangements; and

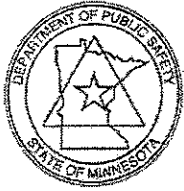
NOW, THEREFORE, be it resolved that **JURISDICTION** promotes the efficiency and effectiveness of intrastate mutual aid by designating the City Administrator of Lake Elmo, Washington County, who, exercising discretion and considering the needs of the political subdivision and its inhabitants, to dispatch equipment and personnel as considered necessary if a danger of fire, hazard, casualty, or another similar occurrence exists outside the political subdivision and by its suddenness it would be impractical for the governing body of **JURISDICTION** itself to authorize the dispatch of equipment and personnel to combat that emergency or disaster.

ADOPTED, by the Lake Elmo City Council on the 15th day of November, 2005.

Dean A. Johnston, Mayor

ATTEST:

Martin J. Rafferty, City Administrator



Alcohol
and Gambling
Enforcement

ARMER/911
Program

Bureau of
Criminal
Apprehension

Driver
and Vehicle
Services

Homeland
Security and
Emergency
Management

Minnesota
State Patrol

Office of
Communications

Office of
Justice Programs

Office of
Traffic Safety

State Fire
Marshal and
Pipeline Safety



Homeland Security and Emergency Management

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Phone: 651.296.2233 • Fax: 651.296.0459 • TTY: 651.282.6555

www.dps.state.mn.us

May 18, 2005

State and Local Partners,

As Minnesota continues aggressively to implement Homeland Security Presidential Directives (HSPD) 5 and 8, the National Incident Management System (NIMS) is a key element to compliance and effective implementation.

The NIMS, the nation's first standardized approach to incident management and response, unifies federal, state, territorial, tribal and local lines of government into one coordinated effort. This integrated system makes the nation and Minnesota safer by establishing uniform response processes, protocols and procedures for all emergency responders. It ensures that those involved in emergency response operations understand their roles and have the tools they need to be effective.

Minnesota has used a formal Incident Command/Management system for many years. In 1991, the state Legislature established MN Statute 115E, known as the Spills Bill. This bill required the commissioner of public safety to establish and implement an Incident Command System (ICS), now known as the Minnesota Incident Management System (MIMS). MIMS has been embedded in training throughout the state since 1996.

As the state administrative agency and based on Minnesota's longstanding incident management training program, HSEM designates nine steps that state, local and tribal jurisdictions must take for initial implementation of the presidential directives and for initial NIMS ICS compliance in 2005. **It is especially important to note that follow-up on these designated steps is necessary in order to remain eligible for future planning and preparedness federal grant programs.**

The nine steps needed for initial implementation of HSPD 5 and 8 and for initial NIMS ICS compliance are identified in a memo dated March 10, 2005, and entitled *National Incident Management System: Incident Command System Elements Implementation in Minnesota*. A copy of this memo is included for your reference.

(more)

BOARD OF COUNTY COMMISSIONERS
WASHINGTON COUNTY, MINNESOTA

RESOLUTION NO. _____

DATE October 18, 2005

DEPARTMENT Public Health & Environment

MOTION

SECONDED BY
COMMISSIONER _____

BY COMMISSIONER _____

**DESIGNATION OF THE NATIONAL INCIDENT MANAGEMENT SYSTEM AS THE BASIS FOR ALL
INCIDENT MANAGEMENT IN WASHINGTON COUNTY**

WHEREAS, the President of the United States of America issued Homeland Security Presidential Directive 5 to enhance the ability of the United States to manage domestic incidents by establishing a single, comprehensive national incident management system; and

WHEREAS, the secretary of the U.S. Department of Homeland Security developed and administered the National Incident Management System (NIMS) to provide for interoperability and compatibility among federal, state, and local capabilities, and

WHEREAS, the NIMS will include: a core set of concepts, principles, terminology, and technologies covering the incident command system; multi-agency coordination systems; unified command; training; identification and management of resources; qualifications and certification; and the collection, tracking, and reporting of incident information and incident resources; and

WHEREAS, Minnesota Governor Tim Pawlenty issued Executive Order 05-02: DESIGNATION OF THE NATIONAL INCIDENT MANAGEMENT SYSTEM (NIMS) AS THE BASIS FOR ALL INCIDENT MANAGEMENT IN THE STATE OF MINNESOTA; and

WHEREAS, it is necessary and desirable that all Washington County agencies and personnel coordinate their efforts to effectively and efficiently provide the highest levels of incident management; and

WHEREAS, the NIMS standardized procedures for managing personnel, communications, facilities, and resources will improve the ability of Washington County to utilize federal funding to enhance local and state agency readiness, maintain first responder safety, and streamline incident management processes; and

WHEREAS, the Incident Command System components of the NIMS are already an integral part of various incident management activities throughout Washington County, including current emergency management training programs; and

WHEREAS, the National Commission on Terrorist Attacks (9-11 Commission) recommended adoption of a standardized Incident Command System; and

NOW, THEREFORE BE IT RESOLVED, that Washington County adopt the National Incident Management System (NIMS) as the standard for incident management on this 18th day of October, 2005.

Lake Elmo City Council Nov. 15, 2005	Agenda Section: Building/Fire/Maintenance	<u>No.</u> 78.
<u>Agenda Item:</u> Building Department Monthly Update		
<u>Background Information for Nov. 15, 2005</u> A. Construction Activity Report. B. Miscellaneous		
<u>Action Items:</u> Informational. No action needed.		<u>Person responsible:</u> J. McNamara
<u>Attachments:</u> Summary Building Report		

Summary Building Report

October-2005			Year to Date		
	Permits Issued	Valuation		Permits Issued	Valuation
New Residential	5	\$2,306,000.00	New Residential	17	\$8,129,741.00
New Commercial	1	\$1,922,600.00	New Commercial	8	\$4,522,600.00
Other Residential	38	\$525,987.00	Other Residential	295	\$4,395,996.00
Other Commercial	5	\$54,720.00	Other Commercial	38	\$811,057.00
Total	49	\$4,809,307.00	Total	358	\$17,859,394.00
Total Building Fees Collected			Total Building Fees Collected		
\$61,139.93			\$252,886.20		
Summary Plumbing Report			Summary Plumbing Report		
Plumbing	12	\$196,900.00	Plumbing	64	\$968,778.00
Total Plumbing Fees Collected			Total Plumbing Fees Collected		
\$678.00			\$4,921.50		
Summary HVAC Report			Summary HVAC Report		
HVAC	13	\$84,243.00	HVAC	82	\$660,655.00
Total HVAC Fees Collected			Total HVAC Fees Collected		
\$981.00			\$7,139.40		
Summary Grand Total Fees		\$62,798.93	Summary Grand Total Fees		\$264,947.10
Surcharge Fee Paid to State		\$2,387.36	Surcharge Fee Paid to State		\$8,808.34
SAC Fees Paid to Met Council		\$0.00	SAC Fees Paid to Met Council		\$1,450.00
WAC Fees Paid to Oakdale		\$0.00	WAC Fees Paid to Oakdale		\$500.00
Misc. Expenses		\$0.00	Misc. Expenses		\$0.00
Total Fees Retained		\$60,411.57	Total Fees Retained		\$254,188.76
Credit Fees to Bldg		\$53,216.57	Credit Fees to Bldg		\$230,493.76
Credit Fees to Water		\$7,000.00	Credit Fees to Water		\$22,700.00
Credit Fees to Sewer		\$150.00	Credit Fees to Sewer		\$950.00

Lake Elmo
City Council
November 15,
2005

Agenda Section: Planning, Land Use and Zoning

No. 9A

Agenda Item: Alternative Septic Treatment – Austad/Pierre/Hurt

Background Information for November 15, 2005:

The attached letter from Attorney Rooney is on behalf of three property owners located at the northwest corner of Highlands Trail and Hytrail. The letter requests the City's assistance to either hook these homes to the Metropolitan Sewer line at 54th Street in Oakdale, or locate a site on City-owned property within the Demontreville Nature Area on which to construct conventional drain fields. The petitioners have indicated that they will pay the costs of whichever alternative (if either) is pursued.

These 3 lots were platted many years ago recognizing that pre-existing soil conditions would preclude construction of a conventional wastewater drain field. There was an early attempt to correct the high ground water issues on the lots – which did not succeed. The lots were thereafter deemed “unbuildable” by the City for several years. With the adoption by the City of revised State Rules 7080 the option was opened for the builders to construct wastewater systems on the lots that would function properly even with the high ground water tables. The systems designed involved complex pumping/pre-treatment mechanics and an elevated mound-type dispersal drain field. The City Engineer reviewed and approved the plans for those systems, and the homes/systems were constructed.

City staff has been advised by the residents that the systems have not functioned as designed, resulting in numerous problems for the homeowners including back-ups, freezing drain fields and drain field leakage to the surface. There is on-going litigation involving the home owners, builders, and septic installers to determine where liability resides for the system problems. City staff has reviewed several potential alternative drain field solutions on-site and in the immediate vicinity (assuming that the mechanical problems of the systems can be fixed), but no close-in location with reasonable soils for a new drain field or fields has been found.

(Alternative Septic – Continued on Page 2)

Action items:

City Council direction regarding the alternative septic site request of November 8, 2005 (Austad/Pierre/Hunt) on Hytrail Avenue.

Person responsible:

City Planner

Attachments:

1. Rooney Letter of November 8, 2005
2. Graphic

Time Allocated:

(Alternative Septic -- Continued from Page 1)

The petitioners have indicated to City staff that they have spoken with officials at Oakdale who have indicated a willingness to consider hooking up these homes to the Metro Sewer (within Oakdale) at the end of the 54th Street North Cul-de-sac. While (as noted) the six figure expense of installing sewer piping/ pumps to reach that point and the SAC/City Connection fees would be paid in full by the home owners, the City of Lake Elmo would have to do the following for this strategy to become feasible:

1. Secure any necessary easements.
2. Agree to accept the resulting pipe line as public infrastructure.
3. Amend the Comprehensive Plan to designate the homeowners' sites (and likely all property between those sites and the Lake Elmo/Oakdale border) to be within the Metropolitan Urban Service Area (MUSA).
4. Submit the amended Comprehensive Plan to the Metropolitan Council for concurrence.

An alternative suggested by City staff, and mentioned by the November 8 Rooney letter as potentially acceptable to the residents, is to locate a conventional drain field site or sites on some of the high ground within the Demontreville Natural Area to which wastewater could be pumped and infiltrated -- much like the several existing 201 systems in the City. If the pipe and drain field(s) become City infrastructure (as are the 201's) the appropriate connection fee and quarterly service fee would be charged the property owners, and the City would maintain that infrastructure -- still to be constructed at the property owner's expense.

At the November 4 meeting with Mr. Rooney and 2 of the 3 petitioners City staff agreed to have Jim McNamara and Tom Prew check the Demontreville site in a preliminary manner to ascertain whether there are any locations there that might work as drain field sites. On November 9 Jim and Tom did a visual inspection of the Demontreville site, and they report that there appear to be locations that could accommodate a septic drain field. A final determination as to the suitability of those locations would require formal soil borings and a design by a certified septic designer.

ROONEY & NEILSON, LTD.

Attorneys at Law
1339 E. County Road D
Vadnais Heights, MN 55109-5260

RECEIVED
NOV 10 2005

Thomas J. Rooney
Larry Neilson

Telephone (651) 481-9222
Telefax (651) 481-7038
E-mail: tjrooneydm@aol.com
lwneilson@hotmail.com

November 8, 2005

Mr. Martin Rafferty
City Administrator
City of Lake Elmo
3800 Laverne Avenue
Lake Elmo, MN 55042

Dear Mr. Rafferty:

Thank you for taking the time and assembling the members of the City staff to hear our request for approval of a proposal to connect the Aesthete, Pierre and Hurt residences on Hytrail to an Oakdale Sanitary Sewer located on 54th Street. The connection would be made by a force main and would solve the problems of the Individual Sewage Treatment Systems on these 3 lots.

The homeowners have discussed the alternative proposal of building at their expense a drainfield on City owned property on Tract C of Registered Land Survey 98. If this is feasible, it would be acceptable to the homeowners.

In either case the line would be placed by directional drilling along the existing drainage easement at the lot lines and under the street.

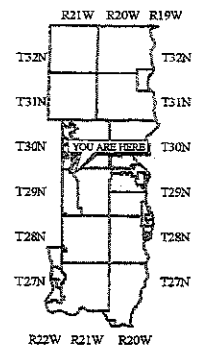
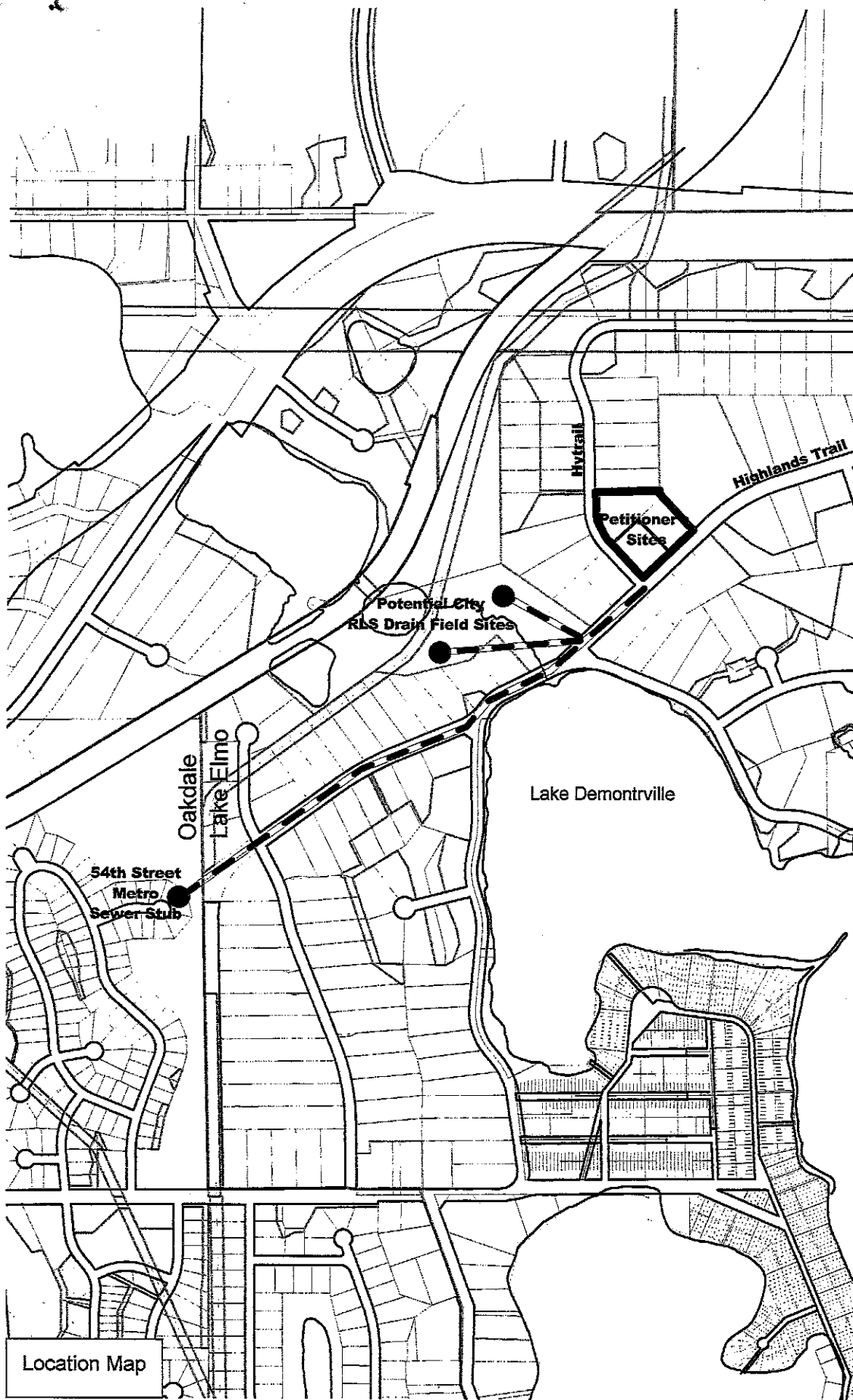
Please let me know when this matter will be considered by the City Council. The Hurts, Pierres and Austads would like to attend the meeting. Thanks.

Yours very truly,

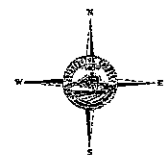
ROONEY & NEILSON, LTD.


THOMAS J. ROONEY

TJR/br



Vicinity Map



Location Map

This drawing is the result of a compilation and reproduction of land records as they appear in various Washington County offices. The drawing should be used for reference purposes only. Washington County is not responsible for any inaccuracies.

Source: Washington County Surveyor's Office, Phone (551) 430-6875

Parcel data based on A5400 Information