



**NOTICE OF MEETING**  
**City Council Meeting**  
**Wednesday, November 4, 2015 6:30 P.M.**  
**City of Lake Elmo | 3800 Laverne Avenue North**

**Agenda**

- A. Call to Order**
- B. Pledge of Allegiance**
- C. Planning Commission Applicant Interview**
- D. Roll Call/Order of Business**
- E. Approval of Agenda**
- F. Accept Minutes**
  - 1. Approve October 20, 2015 Minutes
- G. Council Reports**
- H. Presentations/Public Comments/Inquiries**
- I. Finance Consent Agenda**
  - 2. Approve Payment of Disbursements
  - 3. Approve 404 Lake Elmo Avenue Assessment Agreement. *Resolution 2015-xx*
  - 4. Approval for GASB 67 & 68 Valuation Actuarial Services Contract
  - 5. Wildflower at Lake Elmo – Approve Release of Grading Security per the Site Grading Agreement. *Resolution 2015-83*
  - 6. Eagle Point Boulevard Street Improvements - Change Order No. 2
- J. Other Consent Agenda**
  - 7. Receive Engineering Report
  - 8. Receive Building Department Report
  - 9. Approve Massage License Renewals
  - 10. Motion to Request Being Added to the County CIP for 2017 (*Pearson/Weis request*)
  - 11. Reassignment of Inwood Development Contracts
- K. Regular Agenda**
  - 12. 2016 Street Improvements – Improvement Hearing. Order Preparation of Plans and Specifications. PUBLIC HEARING. *Resolution 2015-82*
  - 13. Hammes Plat Extension
  - 14. RFP Request from Parks Commission for Ballpark Redesign
  - 15. Building Department Truck
  - 16. OP Ordinance Development Discussion (*Fliflet request*)
  - 17. Parliamentarian Discussion (*Fliflet request*)
  - 18. RFP Process for Engineering and Legal Contracts (*Fliflet request*)
  - 19. Interim City Administrator Contract
  - 20. Proforma Update
- L. Staff Reports and Announcements**
- M. Adjourn**

**CITY OF LAKE ELMO  
CITY COUNCIL MINUTES  
OCTOBER 20, 2015**

**A. CALL TO ORDER**

*Mayor Pearson called the meeting to order at 7:00 pm.*

**PRESENT:** Mayor Mike Pearson and Council Members Julie Fliflet, Anne Smith, Justin Bloyer, and Jill Lundgren.

Staff present: Interim Administrator Schroeder, City Attorney Snyder, City Engineer Griffin, Finance Director Bendel, and City Clerk Johnson.

**B. PLEDGE OF ALLIGENCE**

**C. APPROVAL OF AGENDA**

Item 8 was moved from the Consent Agenda to the Regular Agenda. Brief discussion held concerning a resident request to add an item to the Consent Agenda. Councilmember Bloyer asked to add Censure Remarks to the agenda before item G.

*Councilmember Fliflet, seconded by Councilmember Lundgren, moved TO APPROVE THE AGENDA AS AMENDED. MOTION PASSED 5 – 0.*

**D. ACCEPT MINUTES**

*Mayor Pearson, seconded by Councilmember Fliflet, moved TO APPROVE THE SEPTEMBER 15, 2015 AND OCTOBER 6, 2015 MINUTES AS AMENDED. MOTION PASSED 5 – 0.*

**COUNCIL REPORTS**

**Mayor Pearson:** Attended Volksmarch and thanked staff, Lake Elmo Rotary and Lions Club for their support. Spoke with Ginny Holder, Cable Commission representative, attended the Parks Commission meeting and reported to the Council on action taken at the meeting. Noted that the Public Safety Committee presented information on a single fire station concept at the Council workshop on October 13<sup>th</sup> and requested staff add that to the November 4<sup>th</sup> agenda. Attended a forum with the Mayor of Oakdale and other Mayors and a Gateway Corridor meeting. Thanked Community Development Director Kyle Klatt for his dedicated and loyal service to the taxpayers of Lake Elmo.

**Councilmember Fliflet:** Attended Finance Committee meeting, Library Board Meeting and Council workshop.

**Councilmember Smith:** Attended the Finance Committee meeting.

**Councilmember Bloyer:** Thanked citizens for their overwhelming support in response to the Council censure. Commended Kyle Klatt for his professionalism in his service to the City as Community Development Director.

**Councilmember Lundgren:** Attended the City Council workshop, Fire Relief meeting, spoke with residents still concerned over the cemetery proposal, attended the Finance Committee meeting. Thanked Kyle Klatt for his service to the City.

Councilmember Bloyer read a statement regarding the Council censure and provided background information on what transpired at the meeting that caused the censure. Bloyer advised the City Attorney and City Administrator that he would be contacting the State Auditor regarding the financial matters he questioned at the September 15, 2015 meeting.

***Councilmember Fliflet, seconded by Councilmember Smith, moved IF COUNCILMEMBER BLOYER WANTS TO MAKE COMMENTS, HE CAN SUBMIT WRITTEN COMMENTS AHEAD OF TIME TO BE READ. MOTION PASSED 3 – 2. (Pearson, Bloyer – Nay)***

### **PUBLIC COMMENT**

Mike Reeves, 11075 14<sup>th</sup> Street N., expressed concern over negative newspaper articles regarding the City and concern for City staff. Mr. Reeves also recognized Kyle Klatt for his service to the City.

Justin Bloyer, 8881 Jane Road N., asked to speak as a citizen.

Meeting recessed for discussion with the City Attorney. Meeting reconvened and the City Attorney reported that Councilmember Bloyer would prepare a statement for the next Council Meeting to be read after City Attorney review.

Ed Gorman, 11011 Stillwater Blvd., stated concerns over the water and sewer fund projections and large SAC charges that will be assessed against his business property.

Dale Dorschner, 3150 Lake Elmo Ave., asked about the employee complaint process.

### **FINANCE CONSENT AGENDA**

***Councilmember Smith, seconded by Councilmember Lundgren, moved TO APPROVE THE FINANCE CONSENT AGENDA AS PRESENTED. MOTION PASSED 5 – 0.***

### **CONSENT AGENDA**

***Councilmember Smith, seconded by Councilmember Lundgren, moved TO APPROVE THE CONSENT AGENDA AS PRESENTED. MOTION PASSED 5 – 0.***

### **ITEM 8: MANNING AVENUE PHASE I MUNICIPAL CONSENT**

Frank Ticknor presented the Phase I plan of the Manning Avenue project, noting specific areas included in the plan and improvements that will be included in the area around the intersection of Manning Avenue and 10<sup>th</sup> Street, and Oak Land Jr. High School. Discussion was held concerning the need for curb and gutter in areas of the project.

***Mayor Pearson, seconded by Councilmember Bloyer, moved TO DIVIDE THE ISSUE INTO THREE PARTS. MOTION PASSED 5 – 0.***

***Mayor Pearson, seconded by Councilmember Lundgren, moved TO APPROVE \$12,610 FOR 55% SHARE OF RIGHT OF WAY ACQUISITION IN THE NORTHWEST SECTION. MOTION PASSED 5 – 0.***

***Councilmember Smith, seconded by Councilmember Lundgren, moved TO APPROVE A 6 INCH CONCRETE WALK AT A COST OF \$4,040 FOR A PEDESTRIAN RAMP AND A 3 INCH BITUMINOUS WALK AT A COST OF \$9,160. MOTION PASSED 4 - 1. (Pearson – Nay)***

Discussion was held concerning potential cost sharing with the school district on part of the trail costs. Staff was directed to continue to negotiate with the school district for cost sharing on the trail portion of the project.

***Councilmember Bloyer, seconded by Councilmember Smith, moved TO APPROVE RESOLUTION 2015-81 APPROVING COUNTY STATE AID HIGHWAY (MANNING AVENUE) PHASE 1 IMPROVEMENTS WITHIN MUNICIPAL CORPORATE LIMITS. MOTION PASSED 5 – 0.***

### **ITEM 9: LAKE ELMO AIRPORT REALIGNMENT**

Interim Administrator Schroeder reported that Councilmember Smith is requesting the City Council consider a resolution concerning the Lake Elmo Airport that is similar to resolutions passed by Baytown and West Lakeland. Councilmember Smith stated that the City considered a similar airport expansion in 2006 and it was determined it was not in the City's best interest at that time.

Discussion held concerning the airport expansion and noise impact to Lake Elmo residents. Councilmember Smith indicated she would continue further discussions with Metropolitan Airport Commission and City staff.

***Mayor Pearson, seconded by Councilmember Bloyer, moved TO TABLE THE ITEM UNTIL A FUTURE DATE. MOTION PASSED 5 – 0.***

### **ITEM 10: HAMMES PLAT EXTENSION**

Interim Administrator Schroeder reviewed the history of the site and status of the plat recording. Schroeder reported that staff recommended an additional condition be added that requires any special assessments due to be paid prior to recording the plat. Councilmember Fliflet asked about the status of the Developer's Agreement. Staff reported that the Developer's Agreement was approved by resolution of the City Council but was not executed.

Applicant Elenanor Hammes explained the cause of the delays and noted that she is concerned she could lose the property to foreclosure if the project is delayed further.

Discussion held concerning litigation against the property, moratorium in place, and financial implications for the City. Councilmembers Fliflet and Lundgren indicated the Council needs more time to look through additional information requested to assess financial impacts to the City.

***Councilmember Fliflet, seconded by Councilmember Lundgren, moved TO TABLE FOR ADDITIONAL TIME TO GATHER FINANCIAL INFORMATION. MOTION PASSED 3 – 2. (Pearson, Bloyer – Nay)***

### **ITEM 11: PRACTICE FOR ADDING COMMITTEE/COMMISSION MEMBERS**

Interim Administrator Schroder reported on research and information received from the League of Minnesota Cities regarding appointment of committee and commission members and asked Council for direction on the City's policy.

***Councilmember Fliflet, seconded by Councilmember Lundgren, moved ALL COMMITTEE/COMMISSION MEMBERS SHALL BE APPOINTED BY THE CITY COUNCIL WITHOUT COMMITTEE/COMMISSION REVIEW. MOTION PASSED 5 – 0.***

**ITEM 12: HUMAN RESOURCES COMMITTEE APPLICATIONS**

Interim Administrator Schroeder reported that two applications have been received for the Human Resources Committee and recommended appointment of Teresa Barry given her HR experience. Discussion held concerning appointment process and qualifications of committee members.

***Councilmember Fliflet, seconded by Councilmember Smith, moved TO APPOINT TERESA BARRY TO THE HUMAN RESOURCES COMMITTEE. MOTION PASSED 3 – 1 – 1. (Pearson – Nay, Bloyer – Abstain)***

Mayor Pearson stated he was unable to speak with Ms. Barry prior to the meeting and appreciates her application but would be more comfortable appointing her after speaking with her.

**ITEM 13: PLANNING COMMISSION APPLICATION**

Councilmembers discussed interviewing all applicants for commission vacancies, regardless of the applicant's past experience with the City.

***Councilmember Fliflet, seconded by Councilmember Lundgren, moved TO BRING SUSAN DUNN IN FOR AN INTERVIEW WITH THE CITY COUNCIL FOR APPOINTMENT TO THE PLANNING COMMISSION. MOTION PASSED 5 – 0.***

**ITEM 14: COMMUNITY DEVELOPMENT DIRECTOR POSITION VACANCY**

Interim Administrator Schroeder presented information requested by the Council related to the Community Development Director vacancy. Discussion was held concerning the job description of the current Community Development Director and a hiring salary range.

Dale Dorschner, 3150 Lake Elmo Avenue, stated that the City had a very knowledgeable person and needs a Community Development Director with experience in smart growth and fast growth and the political fortitude to withstand the current city atmosphere.

***Mayor Pearson moved STAFF ADVERTISE TO FILL THE COMMUNITY DEVELOPMENT DIRECTOR POSITION WITH THE SALARY RANGE SUGGESTED AND WITH THE SKILLS IDENTIFIED. MOTION FAILED FOR LACK OF A SECOND.***

Interim Administrator Schroeder stated he would develop a job description and submit it to the City Council for review and comment.

**ITEM 15: PROFORMA UPDATE**

Interim Administrator Schroeder read the Council packet memo outlining the background development of the proforma projection model and proposal to move from the current spreadsheet to a software package to simplify the process. Councilmember Bloyer stated concerns with mathematical errors in the spreadsheet model.

***Councilmember Bloyer moved TO HIRE A THIRD PARTY TO HELP WORK THROUGH THE PROFORMA. MOTION FAILED FOR LACK OF A SECOND.***

Councilmember Bloyer presented a spreadsheet for review and questioned information provided in the proforma sewer fund, expressing concern that accurate information be used when setting up new software. Staff indicated they would look into Councilmember Bloyer's questions and provide additional information.

Wally Nelson, 4582 Lilac Avenue, asked the Council to send the proforma to a third party for review and stated the censure of Councilmember Bloyer should be lifted.

Barry Weeks, 3647 Lake Elmo Avenue, asked the council to consider having an auditor look at the proforma and WAC/SAC numbers.

**ITEM 16: LAKE ELMO WATER RATE REDUCTION ANALYSIS**

Councilmember Fliflet stated that the City's water rates are high and questioned if they could be reduced. Finance Director Bendel stated that the sewer rates could be reviewed as well.

***Councilmember Fliflet, seconded by Councilmember Lundgren, moved TO DIRECT THE FINANCE COMMITTEE TO FURTHER REVIEW AND PROVIDE TO THE CITY COUNCIL THEIR RECOMMENDATION TO THE POSSIBILITY OF REDUCING THE WATER RATES, PROPOSED OPTIONS FOR CHANGE AND THE TIMING OF THE PROPOSED CHANGES. MOTION PASSED 5 – 0.***

**STAFF REPORTS AND ANNOUNCEMENTS**

**Interim City Administrator Schroeder:** Received lease information for a building department truck, provided an update on the Arts Center, attended Gateway Corridor meeting, held cell tower discussions with two agencies, coordinating with LMC to meet with the Council and staff to form a policy group, attended Washington County transportation meeting, met with the Stillwater City Administrator, worked on landscape plan reviews, reminded residents how to subscribe to the FRESH email newsletter, and reported that Easton Village stormwater pond construction will start soon and may produce a large volume of truck traffic downtown.

**City Clerk Johnson:** Reminded the public that the next meeting will be held on Wednesday November 4<sup>th</sup> versus Tuesday, November 3<sup>rd</sup>, due to the special election being held on the 3<sup>rd</sup>. The City will operate one consolidated polling place on election day and Washington County is handling absentee voting. Reported on position opening for an Office Administrative Assistant.

**LAKE ELMO CITY COUNCIL MINUTES**  
**October 20, 2015**

**Finance Director Bendel:** Stormwater assessments have been filed after approximately half of the property owners on the original list, working on budget updates from meetings held and street assessments.

**City Attorney Snyder:** Working on issues concerning Easton Village, Wildflower recorded documents, assisting staff with general matters, Verizon application, Ryland and 5<sup>th</sup> Street landscaping, 39<sup>th</sup> Street office park and a collection matter for the library. Clarified that the League of Minnesota Cities did not contact the City; the City contacted the League to work to improve City Council communication.

**City Engineer Griffin:** Working on the 2016 street improvement project for the next City Council meeting and holding neighborhood meetings for each portion on Tuesday, October 27<sup>th</sup>. Holding an open house at Christ Lutheran Church for the county project on Olson and Ideal Avenue and will soon have a completed sewer line from 39<sup>th</sup> Street to Reid Park.

Meeting adjourned at 11:01 pm.

**LAKE ELMO CITY COUNCIL**

ATTEST:

\_\_\_\_\_  
Julie Johnson, City Clerk

\_\_\_\_\_  
Mike Pearson, Mayor



## MAYOR & COUNCIL COMMUNICATION

**DATE:** November 4, 2015  
**CONSENT**  
**ITEM #2**  
**MOTION**

**AGENDA ITEM:** Approve Disbursements in the amount of \$125,293.79

**SUBMITTED BY:** Patty Baker, Accountant

**THROUGH:** Cathy Bendel, Finance Director

**REVIEWED BY:** Cathy Bendel, Finance Director

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### **SUGGESTED ORDER OF BUSINESS:**

- Introduction of Item ..... City Administrator
- Report/Presentation.....City Administrator
- Questions from Council to Staff ..... Mayor Facilitates
- Call for Motion ..... Mayor & City Council
- Discussion ..... Mayor & City Council
- Action on Motion ..... Mayor Facilitates

**POLICY RECOMMENDER:** Finance

**FISCAL IMPACT:** \$125,293.79

**SUMMARY AND ACTION REQUESTED:** As part of its Consent Agenda, the City Council is asked to approve disbursements in the amount of \$125,293.79. No specific motion is needed as this is recommended to be part of the *Consent Agenda*.

**LEGISLATIVE HISTORY:** NA



# Accounts Payable To Be Paid Proof List

User: PattyB

Printed: 10/29/2015 - 9:42 AM

Batch: 007-10-2015

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
ALLURE Allure	10/14/2015	15.00	0.00	11/04/2015	Subscription		-			No 0000
206-450-5300-42500	Library Collection Maintenance									
	Total:	15.00								
	ALLURE Total:	15.00								
AMAZONIN Amazon Inc										
206-450-5300-42500	09/10/2015	1,132.25	0.00	11/04/2015	Adult, teen & kids books & dvds		-			No 0000
206-450-5300-42500	Library Collection Maintenance									
	09/10/2015	381.24	0.00	11/04/2015	Operating supplies		-			No 0000
206-450-5300-42500	Library Collection Maintenance									
	09/10/2015	10.09	0.00	11/04/2015	Programming supplies		-			No 0000
206-450-5300-42500	Library Collection Maintenance									
	Total:	1,523.58								
	AMAZONIN Total:	1,523.58								
AMDAHL Chris Amdahl Locksmith, Inc										
11939	10/17/2015	99.00	0.00	11/04/2015	Update door lock Station 2		-			No 0000
101-420-2220-44010	Repairs/Maint Bldg									
	11939 Total:	99.00								
	AMDAHL Total:	99.00								
AMERICAN American Eng and Testing, Inc.										
68997	09/30/2015	2,779.60	0.00	11/04/2015	2015.120 Eagle Point Blvd		-			No 0000
409-480-8000-43030	Engineering Services									
	68997 Total:	2,779.60								
	AMERICAN Total:	2,779.60								
ANCOM ANCOM Communications, Inc.										
56032	10/09/2015	205.00	0.00	11/04/2015	Replacement batteries		-			No 0000
101-420-2220-43230	Radio									

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
	56032 Total:	205.00								
	ANCOM Total:	205.00								
BETTERHM Better Homes & Gardens	10/14/2015	9.99	0.00	11/04/2015	Subscription		-			No 0000
206-450-5300-42500 Library Collection Maintenance	Total:	9.99								
	BETTERHM Total:	9.99								
BIFFS Biffs Inc.	10/14/2015	826.00	0.00	11/04/2015	Portable restrooms - Parks		-			No 0000
W577878-577887 Rentals - Buildings	101-450-5200-44120 W577878-577887 Total:	826.00								
	BIFFS Total:	826.00								
BOLTONME Bolton & Menk, Inc	10/15/2015	140.00	0.00	11/04/2015	Section 34		-			No 0000
601-494-9400-43030 Engineering Services	0183202 Total:	210.00								No 0000
	0183202 Total:	350.00								No 0000
803-000-0000-22910 Developer Payments	10/16/2015	9,945.00	0.00	11/04/2015	Wildflower at Lake Elmo		-			No 0000
183218 10/16/2015	0183220 Total:	9,945.00								No 0000
409-480-8000-43030 Engineering Services	183218 Total:	977.50								No 0000
	183218 Total:	1,887.00								No 0000
409-480-8000-43030 Engineering Services	183218 Total:	2,864.50								No 0000
	BOLTONME Total:	13,159.50								
BONAPPET Bon Appetit	10/14/2015	20.00	0.00	11/04/2015	Subscription		-			No 0000
206-450-5300-42500 Library Collection Maintenance	Total:	20.00								
	BONAPPET Total:	20.00								
CARDMEMB Cardmember Service	10/20/2015	61.16	0.00	11/04/2015	Volksmarch		-			No 0000
204-450-5200-44300 Miscellaneous										

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close PO Line #
10202015	10/20/2015	100.00	0.00	11/04/2015	Fall Expo registration		-	No		0000
101-430-3100-44370	Conferences & Training									
10202015	10/20/2015	64.26	0.00	11/04/2015	Holiday		-	No		0000
101-420-2220-44300	Miscellaneous									
10202015	10/20/2015	224.50	0.00	11/04/2015	Traffic Cones		-	No		0000
101-420-2220-42400	Small Tools & Equipment									
10202015	10/20/2015	140.20	0.00	11/04/2015	Contractor meter		-	No		0000
101-430-3100-42400	Small Tools & Minor Equipment									
10202015	10/20/2015	50.00	0.00	11/04/2015	Software - equip maint		-	No		0000
101-430-3100-43180	Information Technology/Web									
10202015	10/20/2015	85.00	0.00	11/04/2015	Training		-	No		0000
101-420-2400-44370	Conferences & Training									
10202015	10/20/2015	114.31	0.00	11/04/2015	Fuel		-	No		0000
101-420-2400-42120	Fuel, Oil and Fluids									
10202015	10/20/2015	1,024.13	0.00	11/04/2015	Truck repairs		-	No		0000
101-420-2400-44040	Repairs/Maint Eqpt									
10202015	10/20/2015	334.70	0.00	11/04/2015	Hearing notice		-	No		0000
101-410-1320-43510	Legal Publishing									
10202015	10/20/2015	41.05	0.00	11/04/2015	Library		-	No		0000
206-450-5300-42500	Library Collection Maintenance									
10202015	10/20/2015	14.85	0.00	11/04/2015	Maint supplies		-	No		0000
206-450-5300-42230	Building Repair Supplies									
10202015	10/20/2015	10.00	0.00	11/04/2015	parking		-	No		0000
206-450-5300-44300	Miscellaneous									
	10202015 Total:	2,264.16								
	CARDMEMB Total:	2,264.16								
CARQUEST Car Quest Auto Parts										
2055-355946	08/07/2015	9.79	0.00	11/04/2015	parts		-	No		0000
101-430-3100-42210	Equipment Parts									
2055-355946	08/07/2015	18.39	0.00	11/04/2015	Shop supplies		-	No		0000
101-430-3100-42150	Shop Materials									
	2055-355946 Total:	28.18								
	CARQUEST Total:	28.18								
CDW CDW Government Inc.										
ZQ10607	10/12/2015	249.47	0.00	11/04/2015	Wireless headset - Schroeder		-	No		0000
101-410-1320-42000	Office Supplies									
ZR83775	10/15/2015	249.47	0.00	11/04/2015	Cable for headset		-	No		0000
101-410-1320-42000	Office Supplies									
ZR83775	10/15/2015	13.56	0.00	11/04/2015	Cable for headset		-	No		0000
101-410-1320-42000	Office Supplies									
ZR83775	10/15/2015	13.56	0.00	11/04/2015	Cable for headset		-	No		0000
	ZR83775 Total:	13.56								

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
	CDW Total:	263.03								
CENTPOW Century Power Equipment										
508033	10/26/2015	20,158.00	0.00	11/04/2015	Mowers		-	No		0000
404-480-8000-45800	Other Equipment	20,158.00								
	508033 Total:	20,158.00								
	CENTPOW Total:	20,158.00								
CENTRES Central Restaurant Products										
11332031	10/26/2015	824.77	0.00	11/04/2015	Table tops		-	No		0000
206-450-5300-44030	Repairs/Maint Imp Not Bldgs	824.77								
	11332031 Total:	824.77								
	CENTRES Total:	824.77								
CENTURL CenturyLink										
10192015	10/19/2015	109.80	0.00	11/04/2015	Phone - Library		-	No		0000
206-450-5300-43210	Telephone	115.00								
10192015	10/19/2015	115.00	0.00	11/04/2015	Internet - Library		-	No		0000
206-450-5300-43250	Internet	224.80								
	10192015 Total:	224.80								
	CENTURL Total:	224.80								
COLDWELL Coldwell Banker Commercial										
40534	09/21/2015	56.24	0.00	11/04/2015	Water leak and cleaning AC unit		-	No		0000
206-450-5300-44010	Repairs/Maint Bldg	56.24								
	40534 Total:	56.24								
	COLDWELL Total:	56.24								
CTYOAKDP City of Oakdale										
201510194920	10/19/2015	1,174.79	0.00	11/04/2015	E1 - repair exhaust leak		-	No		0000
101-420-2220-44040	Repairs/Maint Eqpt	1,174.79								
	201510194920 Total:	1,174.79								
201510194921	10/19/2015	561.05	0.00	11/04/2015	CV2 - Battery, front brakes		-	No		0000
101-420-2220-44040	Repairs/Maint Eqpt	561.05								
	201510194921 Total:	561.05								
	CTYOAKDP Total:	1,735.84								
CTYROSEV City of Roseville										
220750	10/15/2015	126.40	0.00	11/04/2015	Remote access - Schroeder		-	No		0000
101-410-1320-43180	Information Technology/Web									

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
	220750 Total:	126.40								
	CTYROSEV Total:	126.40								
CTYSTPAU City of St. Paul										
IN00012060	10/09/2015	967.12	0.00	11/04/2015	Asphalt		-	No		0000
101-430-3120-42240	Street Maintenance Materials									
	IN00012060 Total:	967.12								
	CTYSTPAU Total:	967.12								
DEMCO Demco										
5656759	08/06/2015	35.40	0.00	11/04/2015	Classification labels for library		-	No		0000
206-450-5300-42500	Library Collection Maintenance									
	5656759 Total:	35.40								
	DEMCO Total:	35.40								
DISCVMAG Discover Magazine										
10/14/2015		19.95	0.00	11/04/2015	Magazine subscription		-	No		0000
206-450-5300-42500	Library Collection Maintenance									
	Total:	19.95								
	DISCVMAG Total:	19.95								
EMERGAPP Emergency Apparatus Maint. Inc										
81922	10/08/2015	394.83	0.00	11/04/2015	R1 Service		-	No		0000
101-420-2220-44040	Repairs/Maint Eqpt									
	81922 Total:	394.83								
82845	10/08/2015	1,461.78	0.00	11/04/2015	E1 pump repairs		-	No		0000
101-420-2220-44040	Repairs/Maint Eqpt									
	82845 Total:	1,461.78								
82846	10/08/2015	508.27	0.00	11/04/2015	T2 pump and electrical repairs		-	No		0000
101-420-2220-44040	Repairs/Maint Eqpt									
	82846 Total:	508.27								
82847	10/08/2015	1,183.38	0.00	11/04/2015	E2 pump repairs		-	No		0000
101-420-2220-44040	Repairs/Maint Eqpt									
	82847 Total:	1,183.38								
82848	10/08/2015	601.58	0.00	11/04/2015	T1 pump repairs		-	No		0000
101-420-2220-44040	Repairs/Maint Eqpt									
	82848 Total:	601.58								
	EMERGAPP Total:	4,149.84								

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close PO Line #
FASTENAL Fastenal Company										
MNOAK11637	10/08/2015	5.61	0.00	11/04/2015	Parts		-	No		0000
101-430-3100-42210	Equipment Parts									
	MNOAK11637 Total:	5.61								
	FASTENAL Total:	5.61								
FRANCOTY Francotyp-Postalia, Inc										
RU102605867	10/19/2015	215.09	0.00	11/04/2015	Ink for postage machine		-	No		0000
101-410-1320-42000	Office Supplies									
	RU102605867 Total:	215.09								
	FRANCOTY Total:	215.09								
GKSERVIC G&K Services										
1182359342	10/21/2015	36.58	0.00	11/04/2015	Uniforms		-	No		0000
101-430-3100-44170	Uniforms									
	1182359342 Total:	36.58								
	GKSERVIC Total:	36.58								
GREATAM Great America Financial										
17716195	10/16/2015	531.48	0.00	11/04/2015	Copier maintenance		-	No		0000
101-410-1940-44040	Repairs/Maint Contractual Eqpt									
	17716195 Total:	531.48								
	GREATAM Total:	531.48								
HOLIDAYC Holiday Credit Office										
	10/15/2015	146.64	0.00	11/04/2015	Fuel		-	No		0000
101-420-2220-42120	Fuel, Oil and Fluids									
	Total:	146.64								
	HOLIDAYC Total:	146.64								
ICMAA ICMA										
799571	10/28/2015	25.00	0.00	11/04/2015	Annual Dues		-	No		0000
101-410-1320-44330	Dues & Subscriptions									
	799571 Total:	25.00								
	ICMAA Total:	25.00								
INNOVAT Innovative Office Solutions										
IN0948602	10/19/2015	63.53	0.00	11/04/2015	Office supplies		-	No		0000
101-410-1320-42000	Office Supplies									

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
IN0948602	10/19/2015	2.98	0.00	11/04/2015	Office supplies		-	No		0000
101-410-1910-42000	Office Supplies									
IN0948602	10/19/2015	28.98	0.00	11/04/2015	Office supplies		-	No		0000
101-420-2400-42000	Office Supplies									
IN0948602	10/19/2015	253.28	0.00	11/04/2015	Office supplies		-	No		0000
101-420-2220-42000	Office Supplies									
	IN0948602 Total:	348.77								
IN0948603	10/19/2015	191.05	0.00	11/04/2015	Office supplies		-	No		0000
101-410-1320-42000	Office Supplies									
IN0948603	10/19/2015	21.57	0.00	11/04/2015	Office supplies		-	No		0000
101-410-1910-42000	Office Supplies									
IN0948603	10/19/2015	3.90	0.00	11/04/2015	Office supplies		-	No		0000
101-420-2400-42000	Office Supplies									
IN0948603	10/19/2015	253.28	0.00	11/04/2015	Office supplies		-	No		0000
101-420-2220-42000	Office Supplies									
	IN0948603 Total:	469.80								
	INNOVAT Total:	818.57								
<hr/>										
INTERSTA Interstate All Battery Ctr										
1902701003351	10/16/2015	133.95	0.00	11/04/2015	Batteries for Ranger		-	No		0000
101-420-2220-44040	Repairs/Maint Eqpt									
	1902701003351 Total:	133.95								
	INTERSTA Total:	133.95								
<hr/>										
kathfuel Kath Fuel Oil Service Co										
532666	10/16/2015	1,007.50	0.00	11/04/2015	Fuel		-	No		0000
101-430-3100-42120	Fuel, Oil and Fluids									
	532666 Total:	1,007.50								
	kathfuel Total:	1,007.50								
<hr/>										
KOHHL Kohl Karen L										
05-14550-4	10/26/2015	55.00	0.00	11/04/2015	Refund SW pmnt rec'd after due date		-	No		0000
101-000-0000-11500	Accounts Receivable									
	05-14550-4 Total:	55.00								
	KOHL Total:	55.00								
<hr/>										
LANG RON Ron's Inspection Services, LLC										
18	10/08/2015	2,010.00	0.00	11/04/2015	Building Inspector Services		-	No		0000
101-420-2400-43150	Inspector Contract Services									
18	10/08/2015	230.57	0.00	11/04/2015	Mileage		-	No		0000
101-420-2400-43310	Mileage									
	18 Total:	2,240.57								

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
LANG RON Total:		2,240.57								
Library Ideas										
48200	09/30/2015	3.50	0.00	11/04/2015	Freeding as you go		-	No		0000
206-450-5300-42500 Library Collection Maintenance										
48200 Total:		3.50								
Library Total:		3.50								
Lillie Newspapers Inc. Lillie Suburban										
	10/13/2015	35.95	0.00	11/04/2015	1 year subscription		-	No		0000
206-450-5300-42500 Library Collection Maintenance										
Total:		35.95								
Lillie Total:		35.95								
MALMQ Malmquist Greg										
	10/26/2015	60.58	0.00	11/04/2015	Reimburse MN State Fire Chiefs Conf		-	No		0000
101-420-2220-44300 Miscellaneous										
	10/26/2015	173.65	0.00	11/04/2015	Reimburse MN State Fire Chiefs Conf		-	No		0000
101-420-2220-43310 Mileage										
Total:		234.23								
MALMQ Total:		234.23								
MARONEYS Maroney's Sanitation, Inc										
	10/12/2015	112.94	0.00	11/04/2015	City Hall - waste removal		-	No		0000
101-410-1940-43840 Refuse										
	10/12/2015	49.71	0.00	11/04/2015	Fire - waste removal		-	No		0000
101-420-2220-43840 Refuse										
	10/12/2015	216.67	0.00	11/04/2015	PW - waste removal		-	No		0000
101-430-3100-43840 Refuse										
	10/12/2015	216.67	0.00	11/04/2015	Fire - waste removal		-	No		0000
101-420-2220-43840 Refuse										
	10/12/2015	49.89	0.00	11/04/2015	Library - waste removal		-	No		0000
206-450-5300-43840 Refuse										
597107 Total:		645.88								
MARONEYS Total:		645.88								
MENARDSO Menards - Oakdale										
	10/13/2015	14.98	0.00	11/04/2015	Heavy duty felt		-	No		0000
101-450-5200-42250 Landscaping Materials										
89019 Total:		14.98								

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
89198	10/15/2015	139.44	0.00	11/04/2015	Hand tools for FF's		-	No		0000
101-420-2220-42400	Small Tools & Equipment									
	89198 Total:	139.44								
89304	10/17/2015	27.79	0.00	11/04/2015	Supplies for prop		-	No		0000
101-420-2220-42090	Fire Prevention									
89304	10/17/2015	9.56	0.00	11/04/2015	Salt for water softener		-	No		0000
101-420-2220-44010	Repairs/Maint Bldg									
	89304 Total:	37.35								
89684	10/22/2015	0.98	0.00	11/04/2015	Supplies for prop		-	No		0000
101-420-2220-42090	Fire Prevention									
89684	10/22/2015	20.37	0.00	11/04/2015	Salt for water softener		-	No		0000
101-420-2220-44010	Repairs/Maint Bldg									
89684	10/22/2015	5.29	0.00	11/04/2015	Vehicle cleaner		-	No		0000
101-420-2220-44040	Repairs/Maint Eqpt									
	89684 Total:	26.64								
89704	10/23/2015	934.93	0.00	11/04/2015	New park signs		-	No		0000
404-480-8000-45300	Improvements Other Than Bldgs									
	89704 Total:	934.93								
89732	10/23/2015	39.33	0.00	11/04/2015	Landscape materials		-	No		0000
101-450-5200-42250	Landscaping Materials									
	89732 Total:	39.33								
	MENARDSO Total:	1,192.67								
MENARDST Menards - Stillwater										
74803	10/13/2015	54.29	0.00	11/04/2015	Demo smokehouse		-	No		0000
101-420-2220-42090	Fire Prevention									
74803	10/13/2015	32.07	0.00	11/04/2015	Station 1 main.		-	No		0000
101-420-2220-44010	Repairs/Maint Bldg									
74803	10/13/2015	5.79	0.00	11/04/2015	Tape		-	No		0000
101-420-2220-42000	Office Supplies									
74803	10/13/2015	15.68	0.00	11/04/2015	CV1 work lights		-	No		0000
101-420-2220-44040	Repairs/Maint Eqpt									
74803	10/13/2015	-27.07	0.00	11/04/2015	rebate credit		-	No		0000
101-420-2220-44010	Repairs/Maint Bldg									
	74803 Total:	80.76								
	MENARDST Total:	80.76								
MNMONTH Minnesota Monthly										
	10/14/2015	12.00	0.00	11/04/2015	subscription		-	No		0000
206-450-5300-42500	Library Collection Maintenance									
	Total:	12.00								
	MNMONTH Total:	12.00								

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
MNSECRET Minnesota Secretary of State	10/28/2015	120.00	0.00	11/04/2015	Notary Renewal - J. Ziertman		-	No		0000
101-410-1910-44330 Dues & Subscriptions	Total:	120.00								
MNSECRET Total:		120.00								
NAPA NAPA Auto Parts	10/13/2015	7.96	0.00	11/04/2015	Bulbs - T2		-	No		0000
855394	Repairs/Maint Eqpt	7.96								
101-420-2220-44040	855394 Total:	7.96								
NAPA Total:		7.96								
NATGEO National Geographic Society	10/01/2015	29.00	0.00	11/04/2015	Subscription		-	No		0000
206-450-5300-42500 Library Collection Maintenance	Total:	29.00								
NATGEO Total:		29.00								
PENWORTH The Penworthy Company	10/28/2015	522.34	0.00	11/04/2015	Children's Easy readers and nonfiction		-	No		0000
0015332-IN	Library Collection Maintenance	522.34								
206-450-5300-42500	0015332-IN Total:	522.34								
PENWORTH Total:		522.34								
PEOPLMAG People	10/14/2015	36.00	0.00	11/04/2015	Subscription		-	No		0000
206-450-5300-42500 Library Collection Maintenance	Total:	36.00								
PEOPLMAG Total:		36.00								
PROQUEST ProQuest	09/24/2015	1,175.00	0.00	11/04/2015	Ancestry.com Subscription		-	No		0000
206-450-5300-42500 Library Collection Maintenance	Total:	1,175.00								
PROQUEST Total:		1,175.00								
RCM RCM Specialties, Inc	10/20/2015	219.20	0.00	11/04/2015	Emulsion		-	No		0000
5191	Street Maintenance Materials	219.20								
101-430-3120-42240	5191 Total:	219.20								

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
	RCM Total:	219.20								
SAMSCLUB Sam's Club										
101-420-2220-42000	10/13/2015	24.56	0.00	11/04/2015	Phone charger, laser pointer		-	No		0000
	Office Supplies									
101-420-2220-44010	10/13/2015	5.86	0.00	11/04/2015	Kitchen supplies		-	No		0000
	Repairs/Maint Bldg									
	Total:	30.42								
	SAMSCLUB Total:	30.42								
SELECTAC SelectAccount										
1125333	10/16/2015	6.33	0.00	11/04/2015	Participant fee 10/01-10/31/15		-	No		0000
101-410-1520-43150	Contract Services									
	1125333 Total:	6.33								
	SELECTAC Total:	6.33								
SELF Self										
	10/14/2015	8.00	0.00	11/04/2015	Subscription		-	No		0000
206-450-5300-42500	Library Collection Maintenance									
	Total:	8.00								
	SELF Total:	8.00								
SEVENTN Seventeen										
	10/14/2015	12.00	0.00	11/04/2015	Subscription		-	No		0000
206-450-5300-42500	Library Collection Maintenance									
	Total:	12.00								
	SEVENTN Total:	12.00								
SPORTSIL Sports Illustrated										
	10/14/2015	29.00	0.00	11/04/2015	Subscription		-	No		0000
206-450-5300-42500	Library Collection Maintenance									
	Total:	29.00								
	SPORTSIL Total:	29.00								
SPRINT Sprint										
	10/18/2015	60.25	0.00	11/04/2015	Cell phone - Admin		-	No		0000
761950227-151	Telephone									
101-410-1940-43210	Telephone									
	761950227-151	223.18	0.00	11/04/2015	Cell phone - Fire		-	No		0000
	10/18/2015									
	101-420-2220-43210									

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close PO Line #
761950227-151	10/18/2015	43.99	0.00	11/04/2015	Cell phone - Bldg		-			No 0000
101-420-2400-43210	Telephone									
761950227-151	10/18/2015	85.53	0.00	11/04/2015	Cell phone - PW		-			No 0000
101-430-3100-43210	Telephone									
761950227-151	10/18/2015	119.70	0.00	11/04/2015	Cell phone - parks		-			No 0000
101-450-5200-43210	Telephone									
761950227-151	10/18/2015	55.77	0.00	11/04/2015	Cell phone - Taxpayer Services		-			No 0000
101-410-1450-43210	Telephone									
761950227-151	10/18/2015	14.87	0.00	11/04/2015	Cell phone - Planning		-			No 0000
101-410-1910-43210	Telephone									
	761950227-151 Total:	603.29								
	SPRINT Total:	603.29								
STLIBRAR Stillwater Public Library										
September	10/01/2015	540.00	0.00	11/04/2015	Library Card Reimbursement		-			No 0000
206-450-5300-44300	Miscellaneous									
	September Total:	540.00								
	STLIBRAR Total:	540.00								
TEILANDM TEI Landmark Audio										
11836775	09/11/2015	177.95	0.00	11/04/2015	New Audio CDs		-			No 0000
206-450-5300-42500	Library Collection Maintenance									
	11836775 Total:	177.95								
	TEILANDM Total:	177.95								
TMOBILE T Mobile										
947226095	10/11/2015	21.34	0.00	11/04/2015	SCADA line		-			No 0000
601-494-9400-43210	Telephone									
	947226095 Total:	21.34								
	TMOBILE Total:	21.34								
TUMBLE Tumbleweed Press Inc										
10/08/2015		799.00	0.00	11/04/2015	Subscription Tumblebooks database		-			No 0000
206-450-5300-42500	Library Collection Maintenance									
	Total:	799.00								
	TUMBLE Total:	799.00								
VANITY Vanity Fair										
10/14/2015		26.00	0.00	11/04/2015	Subscription		-			No 0000
206-450-5300-42500	Library Collection Maintenance									
	Total:	26.00								

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POnline #
VANITY Total:		26.00								
VERIZON Verizon Wireless										
9753802046	10/10/2015	35.01	0.00	11/04/2015	Wireless charges		-	No		0000
101-420-2220-43210 Telephone										
9753802046 Total:		35.01								
VERIZON Total:		35.01								
VOGUE Vogue										
206-450-5300-42500 Library Collection Maintenance	10/14/2015	15.00	0.00	11/04/2015	Subscription		-	No		0000
Total:		15.00								
VOGUE Total:		15.00								
WANAT Wanat Matt & Erin										
2015-431	10/07/2015	5,000.00	0.00	11/04/2015	Escrow Release 9971 Tapestry Grove		-	No		0000
803-000-0000-22900 Deposits Payable										
2015-431 Total:		5,000.00								
WANAT Total:		5,000.00								
WASHCONS Washington Conservation Dist.										
3306	09/30/2015	556.25	0.00	11/04/2015	3rd of 4 quarterly billings - Shared Ed.		-	No		0000
603-496-9500-44370 Conferences & Training										
3306 Total:		556.25								
WASHCONS Total:		556.25								
WASHLIB Washington County Library										
September	10/01/2015	1,161.00	0.00	11/04/2015	Library Card Reimbursement		-	No		0000
206-450-5300-44300 Miscellaneous										
September Total:		1,161.00								
WASHLIB Total:		1,161.00								
Whiteani White Anita										
Bonus	10/21/2015	25.00	0.00	11/04/2015	CC 10/20/2015 Bonus		-	No		0000
101-410-1450-43620 Cable Operations										
Bonus	10/28/2015	25.00	0.00	11/04/2015	PC 10/26/15 - Bonus		-	No		0000
101-410-1450-43620 Cable Operations										
Bonus Total:		50.00								
Cable	10/21/2015	55.00	0.00	11/04/2015	CC 10/20/2015		-	No		0000
101-410-1450-43620 Cable Operations										

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
Cable	10/28/2015	55.00	0.00	11/04/2015	PC 10/26/15		-		No	0000
101-410-1450-43620	Cable Operations									
	Cable Total:	110.00								
	Whiteani Total:	160.00								
XCEL Xcel Energy	10/22/2015	28.06	0.00	11/04/2015	Electrical services		-		No	0000
101-430-3160-43810	Street Lighting									
	10/22/2015	17.36	0.00	11/04/2015	Electrical services		-		No	0000
602-495-9450-43810	Electric Utility									
	Total:	45.42								
	XCEL Total:	45.42								
	Report Total:	68,247.89								

# Accounts Payable To Be Paid Proof List

User: PattyB

Printed: 10/29/2015 - 9:53 AM

Batch: 008-10-2015

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
CTYROSEV City of Roseville										
220779	10/22/2015	2,951.42	0.00	11/04/2015	Monthly IT Services - Nov		-	No		0000
101-410-1450-43180	Information Technology/Web									
220779 Total:										
220805	10/22/2015	2,951.42								
101-410-1320-43210	Telephone	107.64	0.00	11/04/2015	Nov phone - Admin		-	No		0000
220805	10/22/2015	17.00	0.00	11/04/2015	Nov phone - Building		-	No		0000
101-420-2400-43210	Telephone									
220805	10/22/2015	17.00	0.00	11/04/2015	Nov phone - Communication		-	No		0000
101-410-1450-43210	Telephone									
220805	10/22/2015	17.00	0.00	11/04/2015	Nov phone - Engineering		-	No		0000
101-410-1930-43210	Telephone									
220805	10/22/2015	34.00	0.00	11/04/2015	Nov phone - Finance		-	No		0000
101-410-1520-43210	Telephone									
220805	10/22/2015	47.15	0.00	11/04/2015	Nov phone - PLanning		-	No		0000
101-410-1910-43210	Telephone									
220805	10/22/2015	224.65	0.00	11/04/2015	Nov phone - PW		-	No		0000
101-430-3100-43210	Telephone									
220805 Total:										
CTYROSEV Total:										
DELTA Delta Dental Of Minnesota										
6219619	10/15/2015	1,664.85	0.00	11/04/2015	November Premium		-	No		0000
101-000-0000-21706	Medical Insurance									
6219619 Total:										
DELTA Total:										
LEASSOC Lake Elmo Associates, LLP										
Nov 15	10/29/2015	2,461.00	0.00	11/04/2015	November 2015 Rent		-	No		0000
101-410-1940-44120	Rentals - Building									
Nov 15 Total:										

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
	LEASSOC Total:	2,461.00								
NCPERS 566200-NCPERS Minnesota										
56621115	10/23/2015	96.00	0.00	11/04/2015	November premium		-	No		0000
101-000-0000-21708	Other Benefits									
	56621115 Total:	96.00								
	NCPERS Total:	96.00								
RABOUIN RABOUIN, INC										
Nov 15	10/29/2015	2,500.00	0.00	11/04/2015	November monthly installment		-	No		0000
101-410-1320-43100	Assessing Services									
	Nov 15 Total:	2,500.00								
	RABOUIN Total:	2,500.00								
	Report Total:	10,137.71								



**MAYOR AND COUNCIL COMMUNICATION**

DATE: 11/4/15  
CONSENT  
RESOLUTION #2015-83  
ITEM: #3

**AGENDA ITEM:** Approve Assessment Agreement for 404 Lake Elmo Avenue  
**SUBMITTED BY:** Julie Johnson, City Clerk and Cathy Bendel, Finance Director  
**THROUGH:** Julie Johnson, City Clerk and Cathy Bendel, Finance Director  
**REVIEWED BY:** Julie Johnson, City Clerk and Cathy Bendel, Finance Director

---

**SUGGESTED ORDER OF BUSINESS:**

- Introduction of Item.....City Clerk
- Report/Presentation ..... City Clerk and Finance Director
- Questions from Council to Staff..... Mayor Facilitates
- Public Input, if Appropriate..... Mayor Facilitates
- Call for Motion..... Mayor & City Council
- Discussion ..... Mayor & City Council
- Action on Motion ..... Mayor Facilitates

**FINANCIAL IMPACT:** \$6,000 to be financed via assessment over 15 years at 4.61%

**BACKGROUND AND STAFF REPORT:**

The City Assessment policy provides an option to existing residents to finance the water and availability charges in cases when choosing to connect to new water or sewer services. All other fees are due at the time of permit.

The owners of 404 Lake Elmo Avenue N are requesting that they be allowed to finance the \$3,000 water access fee and the \$3,000 sewer access fee at the rate of 4.61% (bond rate of 2.61% + 2% per the City assessment agreement) .

If approved, the City Attorney and City Clerk will execute the attached draft assessment agreement.

**RECOMMENDATIONS:**

Approve entering into an assessment agreement with the owners of 404 Lake Elmo Avenue N (Gary and Teresa Kanne) for \$6,000; \$3,000 water access fee and \$3,000 sewer access fee.

**ATTACHMENTS:**

1. Request from resident dated October 14, 2015.
2. Draft Assessment Agreement
3. Resolution #2015-83

CITY OF LAKE ELMO  
WASHINGTON COUNTY  
STATE OF MINNESOTA

RESOLUTION 2015-83

RESOLUTION AUTHORIZING CERTIFICATION TO THE WASHINGTON  
COUNTY AUDITOR FOR WATER AND SEWER ACCESS FEES

WHEREAS, the City of Lake Elmo Special Assessment policy allows for existing residents to finance utility access fees via special assessment;

WHEREAS, the owners of parcel 36.029.21.32.0007 have requested to be allowed to have \$3,000 in water access fees and \$3,000 in sewer access fees financed via special assessment for collection with taxes payable;

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

1. The request by the owners of parcel 36.029.21.32.0007 is hereby accepted and shall be certified to the Washington County Auditor for collection with taxes payable beginning in 2016.
2. The certified amount of \$6,000 shall be payable over a period of 15 years, with interest of 4.61%.
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.

ADOPTED, by the Lake Elmo City Council on the 4th day of November, 2015.

By: \_\_\_\_\_  
Mike Pearson  
Mayor

ATTEST:

\_\_\_\_\_  
Julie Johnson  
City Clerk

Return To:  
David K. Snyder, Esq.  
JOHNSON / TURNER LEGAL  
56 East Broadway Avenue, Suite 206  
Forest Lake, MN 55025

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

**ASSESSMENT AGREEMENT**

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of November, 2015, by and between the City of Lake Elmo, a Minnesota municipality organized under the laws of the State of Minnesota (hereinafter referred to as "City"); and Gary D. and Teresa D. Kanne, (hereinafter referred to as "Applicant").

WITNESS:

WHEREAS, the City Council of the City has, by Resolution on November 4, 2015, approved a request to connect their property at 404 Lake Elmo Avenue North to the City's water and sewer system; and

WHEREAS, it is the policy of the City to enter into development contracts as contemplated in Minnesota Statutes §462.358, Subd. 2(a); and,

WHEREAS, the parties hereto desire to set forth their respective rights and obligations.

NOW, THEREFORE, in consideration of the premises and of the mutual promises and conditions contained herein, it is agreed by the parties hereto as follows:

1. Assessment Amount. Upon execution of this Agreement, Applicant shall pay to the City the sum of \$6,000.00, to be assessed against the Property. The terms of the assessment shall be as follows:

The assessment amount of \$6,000.00 shall be payable over a period of fifteen (15) years, with 4.61% interest applied. The balance of the assessment amount shall be paid in full before any transfer of part or all of the property. The assessments shall represent \_\_\_\_% of the total cost of the improvements.

2. Lien Upon Property. The assessment shall be a lien upon the Property from the date of a resolution of the City Council adopting the assessment.

3. Warranty of Title. Applicant warrants and represents to the City that they are the fee owner(s) of the Subject Parcel described herein and that they have authority to execute this Assessment Agreement and agree to the conditions hereof.

4. Binding Effect. This Agreement shall be deemed to be a restrictive covenant and the terms and conditions hereof shall run with the lands described herein, and be binding on and inure to the benefit of the heirs, representatives and assigns of the parties hereto, and shall be binding upon all future owners of all or any part of the subject property, and shall be deemed covenants running with the land. Reference herein to the Applicant, if there be more than one, shall mean each and all of them.

This Agreement shall be placed of record so as to give notice hereof to subsequent purchasers, the cost of said recording shall be borne by the Applicant and charged against the escrow account.

5. Notices. Any notice or other communication that either party wishes or must give to the other shall be deemed duly given: (i) on the date of personal delivery or (ii) two (2) days following mailing by certified mail, postage prepaid, return receipt requested, to the following

addresses of the parties or to such other address as either party shall designate to the other:

City of Lake Elmo:

Julie Johnson, City Clerk  
City of Lake Elmo  
3800 Laverne Avenue N.  
Lake Elmo, MN 55042

Applicant:

Gary & Teresa Kanne  
404 Lake Elmo Avenue N.  
Lake Elmo, MN 55042

6. Governing Law. This Agreement shall be interpreted in accordance with and be governed by the laws of the State of Minnesota.

7. Entire Agreement. This Agreement sets forth the entire agreement of the parties hereto and supersedes all prior agreements and understandings between the parties with respect to the matters contained herein.

8. Amendment, Modification or Waiver. No amendment, modification or waiver of any condition, provision or term herein shall be valid or of any effect unless made in writing, signed by the party or parties to be bound or by a duly authorized representative thereof and specifying with particularity the extent and nature of such amendment, modification and waiver.

9. Waiver of Rights to Appeal. Applicant expressly waives objection to any irregularity with regard to the said improvement assessments and any claim that the amount thereof levied against owner's property is excessive, together with all rights to appeal in the courts, including those appeal rights arising under Minn. Const. art. X, § 1 and Minn. Stat. § 429.011 et. seq.

IN WITNESS WHEREOF, the City and Applicant have caused this Agreement to be duly executed on the day and year first above written.





DRAFTED BY:  
David K. Snyder, Esq.  
JOHNSON / TURNER LEGAL  
56 East Broadway Avenue, Suite 206  
Forest Lake, MN 55025  
(651) 464-7292

**EXHIBIT A**

**(Parcel A)**

**EXHIBIT B**

**(Parcel B)**

October 14, 2015

To: City of Lake Elmo

From: Gary & Teresa Kanne

RE: 404 Lake Elmo Avenue North Water and Sewer Connection

We request connection to city water and sewer services at the above referenced address. We understand that the fees to connect will be as follows:

Water access/availability fee: \$3,000  
Water connection fee: \$1,000  
Sewer access/availability fee (city): \$3,000  
Sewer connection fee (city): \$1,000  
Sewer access/availability fee (Met Council): \$2,485  
Water Meter: \$350

**Total: \$10,835**

Of the \$10,835 we understand that \$4,835 (water connection, sewer connection, Met Council sewer access & water meter) is due at the time of the permit and the remaining \$6,000 can be assessed to the property. The assessment would be payable over a term of 15 years with interest at 4.61%.

Please draft an Assessment Agreement for our review and signature as soon as possible.

  
\_\_\_\_\_  
Gary D. Kanne

  
\_\_\_\_\_  
Teresa D. Kanne



## MAYOR AND COUNCIL COMMUNICATION

DATE: 11/4/15  
CONSENT  
ITEM: #4

**AGENDA ITEM:** Approval for GASB 67 and 68 Valuation – Actuarial Services Contract  
**SUBMITTED BY:** Cathy Bendel, Finance Director  
**THROUGH:** Cathy Bendel, Finance Director  
**REVIEWED BY:** Steve Rutkowski, Lake Elmo Fire Relief President

---

### SUGGESTED ORDER OF BUSINESS:

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

**FINANCIAL IMPACT:** 2015 = No impact to General Fund; Future years TBD.

### BACKGROUND AND STAFF REPORT:

In 2014, a new GASB requirement was put into place requiring an actuarial study to be done on the Fire Relief pension funds. This new requirement was effective 1/1/2015 and a full study is required every two years, with a partial study required in the off year. In order for the City to receive a clean audit opinion, this actuarial study will need to be done each year beginning with 2015.

The City Auditors, Smith and Shafer, provided cost information based on other Cities they work with. The costs ranged from \$2,500-\$4,800 for the full study and \$500-\$1,500 for the off year study.

At the October 5, 2015 Fire Relief meeting, Finance Director Bendel presented this information to the Fire Relief Board and proposed that in the years where the Fire Relief receives supplemental state aid funds from the State, above the annual base state aid, that the Fire Relief would fund this cost. In the years where supplemental funds are not received, there would be a follow up discussion as to the specific funding. This is how many other Cities are handling the funding.

Finance Director Bendel specifically recommended Hildi, Inc. as their cost range was the lowest; \$2,500 - \$3,000 for the full year and \$500-\$1,500 for the off year.

The Fire Relief Board unanimously agreed that this was a fair and reasonable approach and directed the Finance Director to obtain a specific quote from Hildi, Inc. and to move forward with scheduling the study for 2015. Since the Fire Relief received \$11,434.03 in supplemental aid in September 2015, the Fire Relief will be funding of the 2015 Actuarial study.

**RECOMMENDATIONS:**

Approve entering into a contract with Hildi, Inc to provide an actuarial study of the Fire Relief pension fund beginning in 2015 at a cost of \$2,400.00 to be paid for by the Lake Elmo Fire Relief.

**ATTACHMENTS:**

1. Actuarial Services Proposal/Overview from Hildi, Inc.
2. Agreement for Consulting Services from Hildi, Inc.



*Specializing in Actuarial Retirement Plan Services*

October 26, 2015

ACTUARIAL SERVICES  
GASB STATEMENT 67 & 68  
City of Lake Elmo

**Hildi Incorporated**  
11800 Singletree Lane, Suite 305  
Minneapolis, MN 55344

P 952.934.5554  
F 952.934.3027  
E [mike.born@hildiinc.com](mailto:mike.born@hildiinc.com)  
[www.hildiinc.com](http://www.hildiinc.com)

**Primary Contact: Mike Born, FSA**



*Specializing in Actuarial Retirement Plan Services*

October 26, 2015

Ms. Cathy Bendel  
Finance Director  
City of Lake Elmo  
3800 Laverne Avenue North  
Lake Elmo, Minnesota 55042

Dear Cathy and the City of Lake Elmo:

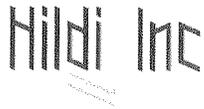
Thank you for the opportunity to work with you on Actuarial Services for the City of Lake Elmo. We look forward to developing a valued business partnership with you on the subject of Pension Accounting under GASB Statement No. 67 & 68 for your Fire Department Relief Association pension plan. The enclosed booklet will cover the scope of services and highlight the strengths of the actuarial firm, Hildi Incorporated.

#### **Qualified Actuaries**

First and foremost, we would like to stress that your business is important to Hildi Incorporated. The history of our firm is spelled out in the "About Hildi Incorporated" section of this proposal. The consultants at Hildi Incorporated are seasoned actuarial consultants specializing in the health and welfare and pension fields. All actuaries who will be working on your account are credentialed actuaries – either Fellows of the Society of Actuaries (FSA) or Associates of the Society of Actuaries (ASA.) Becoming an FSA or ASA entails years of studying and exam taking while competing for passing marks against other top candidates throughout the country. Other practicing actuaries have never completed the entire course of actuarial study, but all actuaries at Hildi Inc. have. Please see our Biographies and Resumes included in the Appendix section.

#### **Experienced Actuaries and Responsive Service**

Second, at Hildi Incorporated, we monitor our workflow and capacity levels in order to be the most responsive to the client projects that we take on. Hildi Incorporated has made the commitment to specialize in pension actuarial work under GASB Statements 67 and 68. The consultants at Hildi Incorporated have worked with public pensions all over the country and with corporate pension plans since the early 1990s under ASC 715-60.



*Specializing in Actuarial Retirement Plan Services*

**Consistency**

At Hildi Incorporated, we have the distinct advantage of being able to provide our clients with a consistent actuarial team from one year to the next. We are committed to our profession and our firm. Therefore, you will not have to worry about your investment in our firm, as our knowledge of the City of Lake Elmo's Fire Relief benefits and pension strategies will be consistently applied.

Thank you again for this opportunity. Please call with any questions that you may have. We look forward to working with you.

Sincerely,

A handwritten signature in cursive script that reads "Michael J. Born". The ink is dark and the signature is fluid and legible.

Michael J. Born, FSA  
Consulting Actuary

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## About Hildi Incorporated

Thank you for taking the time to learn more about Hildi Incorporated.

At Hildi Incorporated, our goal is to be your valued, trusted consulting partner in the world of actuarial retirement plan and Other Post-Employment benefit services.

Hildi Incorporated believes in providing the highest quality consulting along with the most competitive fees in the marketplace. Customer service and satisfaction is our most important goal.

Hildi Incorporated was established by in October of 2004 as a Midwestern actuarial consulting firm. The structure for Hildi Incorporated is an S-Corporation in Minnesota. State and Federal Tax ID numbers can be provided on request. Hildi Incorporated has no parent or subsidiary organizations.

The name "Hildi" has meaning in Norse mythology and is the founder's nickname. The Hildi Inc. logo (the item that looks somewhat like a check mark or a music note) is the symbol from the founder's ancestral family farm in Selbu, Norway.

Hildi Incorporated consists of benefits consultants and actuaries who have many years of real world experience and are recognized leaders in their fields. Please see the section on the Actuarial Consultants at Hildi Incorporated, along with our attached biographies and resumes in the Appendix.

# Hildi Incorporated Qualifications and Experience

## Professional Experience Highlights with a *sampling* of Current Clients

### Counties and many Cities in Minnesota

- Actuarial Valuations and Plan Design work for Other Post Employment benefits under GASB Statements 43 and 45.

### School Districts in the Midwest

- Actuarial Valuations and Plan Design work for Other Post Employment benefits under GASB Statements 43, 45 and 16.

### Public Pension Plans (Police and Fire Funds)

- Actuarial Valuations and Plan Design work for Pensions under GASB Statements 25 and 27/GASB 67 and 68.

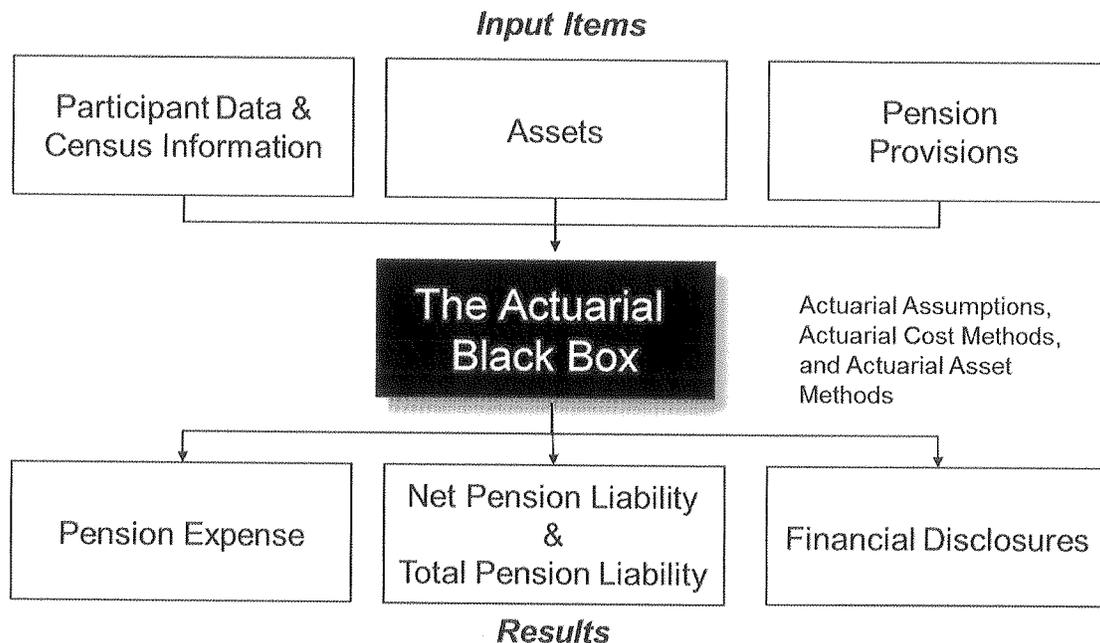
### Corporate Clients (Current Client – 15,000+ employees)

- Total actuarial consulting relationship with projects covering everything from Actuarial Valuations for two defined benefit plans to all the FAS No. 87, 88, and 132 accounting requirements.
- Actuarial Valuations on all post retirement medical, dental, and life plans including all accounting work under FAS No. 106.
- Additional work performed on non-qualified retirement plans and asset/liability modeling projections.

## The Actuarial Valuation Process

This exhibit shows the GASB 67 & 68 process. Once you provide us with the Input Items, noted below, then we can complete the actuarial calculations and prepare your results in our actuarial report.

### Actuarial Valuation



### Actuarial Assumptions

The actuary and client jointly select a proposed set of *actuarial assumptions* to be used in the valuation. Hildi Inc. discusses the proposed assumptions with our clients at an early stage in the project; not all actuaries will do this. We welcome the client's input in the selection process, and it's important to remember that the earlier a client questions an assumption, the less work it is for the actuary to make the required changes to the valuation.

## Sample Data Request

**Data format:** Preferred delivery by computer CD, disk, or email.  
Data in Excel spreadsheets is preferred. Key punching by Hildi Inc. of scanned information will result in additional data processing time.

### General List of items needed to perform a GASB 67/68 Actuarial Valuation

- Plan Bylaws
- Employee/Participant Data
- Plan Asset information
- Plan Audit and State Filing Information (optional)

### Plan Provisions/Benefits Information

Please include the most recent plan bylaws. Highlight any recent changes that have occurred and summarize any anticipated upcoming changes.

### Employee/Participant Data

Please include the following information as of January 1, 2015 for:

#### Active Participants

- Personal Identification Number (SSN or Employee ID)
- Name
- Gender
- Date of Birth (MMDDYYYY)
- Date of Hire (MMDDYYYY) (including any pre-calculated service fields)
- Years of Pension Service
- Current Pension Benefit Level
- Most current annual salary information

#### Deferred Pension Participants and Beneficiaries

- Personal Identification Number (SSN or Employee ID)
- Name
- Gender
- Date of Birth (MMDDYYYY)
- Date of Hire (MMDDYYYY)
- Date of Separation (MMDDYYYY)
- Years of Service
- Pension Benefit Level
- Increases in Pension Benefit Since Separation (if applicable)
- Accrued Pension Amount as of January 1, 2015

Retired Participants and Beneficiaries (if any participants receiving monthly benefits)

- Personal Identification Number (SSN or Employee ID)
- Name
- Marital Status, if relevant
- Gender
- Date of Birth (MMDDYYYY)
- Date of Hire (MMDDYYYY)
- Date of Retirement (MMDDYYYY)
- Spouse Date of Birth (MMDDYYYY)
- Pension Benefit Amount
- Form of Pension Payment (e.g. Single Life Annuity)

You may provide census data in an Excel version of the Form SC template. If you provide the data in this format, please make sure the data is current as of January 1, 2015. Please note that annual salary is not provided on this form; you may provide that data separately.

Alternatively, you may use the Excel template that has been attached to this request. Please provide one row of data, with all of the above information, for each participant/spouse.

**Actuarial Assumptions**

As an aid in setting assumptions for this study, please send any available information by employee group or in total that you may have on the following:

- Retirement experience – at what ages are participants retiring?
- Withdrawal or turnover – when do participants leave the employer?
- Salary increases – what is the history and what is expected for increases?

**Asset Information**

Please include the following information:

- Special Fund trust statements as of January 1, 2015
- A reconciliation of assets for the prior year:
  - December 31, 2013 special fund balance
    - Benefits paid to plan participants
    - Expenses paid from special fund
    - + State contributions to special fund
    - + Municipal contributions to special fund
    - +/- Investment return
  - December 31, 2014 special fund balance
- If the above reconciliation is not available, please provide sufficient statements and other information necessary to compile it.
- A description of the plan's funding and investment policies

If the Form RF is available for the current year, we can rely on that information. Otherwise, we can compile it through the plan's investment statements for the year.

**Other Requested Information (if available)**

- Most recent available SC and RF forms filed with the Minnesota Office of the State Auditor
- Most recent available relief association pension plan audit

## Fee Proposal and Timeline

GASB Statement No. 67 indicates that the actuarial valuation date must be no more than 24 months prior to each measurement date. As such, we anticipate that a full actuarial valuation will be required every two years. In the years where a full actuarial valuation is not required, financial reporting can be based on a projection of the most recent actuarial valuation.

Upon receipt of all data needed for the project (see the Sample Data Request), the actuarial valuation results can be prepared **within six to eight weeks**. Any additional information requested (for example, changes in plan design, actuarial cost projections) could possibly extend this timeline. However, we try to be flexible when working with upcoming audit deadlines. If you need your report by a particular date, we will do our best to work with you on a schedule that meets your needs.

### GASB 67 & 68 Key Dates

GASB 67 applies to accounting for pension plans. Any financial reporting done for the pension plan (Relief Association) should be prepared in accordance with GASB 67 and is effective for the fiscal year ending December 31, 2014. GASB 68 applies to accounting for pension plan sponsors (municipalities). Any financial reporting done for the pension plan sponsor (the City) should be prepared in accordance with GASB 68 and is effective for the fiscal year ending December 31, 2015.

The valuation date for this actuarial study will be January 1, 2015. All data collected should be as of January 1, 2015 or for the fiscal year ending on December 31, 2014. The study may be used to prepare financial disclosures for the Relief Association (under GASB 67) for the fiscal year ending December 31, 2014 and for the City (under GASB 68) for the fiscal year ending December 31, 2015.

### Basic Actuarial Valuation Fees for GASB Statement No. 67 & 68

Service Date	Basic Fee
Summer or Fall 2015	\$2,400, as a year in which a full actuarial valuation is required under GASB 67&68
Spring or Summer 2016	\$1,000, presuming this is a year in which a full actuarial valuation is not required under GASB 67&68
Spring or Summer 2017	\$2,400, as a year in which a full actuarial valuation is required under GASB 67&68
Spring or Summer 2018	\$1,000, presuming this is a year in which a full actuarial valuation is not required under GASB 67&68

## Fee Proposal *continued*

These Basic Actuarial Fees include the following:

- Teleconferencing with the actuaries on pending or anticipated issues which may affect the actuarial valuation/report. If any work is needed based on one of the outcomes of a teleconference, a fee will be agreed upon before any work is initiated.
- Availability via conference call to discuss the results and answer questions.
- An Actuarial Report including all information required by GASB Statements 67 and 68. Hildi Inc. will provide an electronic copy.
- Periodic memos and telephone calls to provide updates on developments that may affect future actuarial reports.

The Basic Actuarial Fees are also based on the receipt of clean participant data in the format requested from the Hildi Inc. data request packet.

### Fees for Additional Actuarial Services

Description	Fee
Auditor Requests	Based on Hourly Rates
Attendance at Additional Meetings	Based on Hourly Rates
Contract Proposals	To be agreed upon after determination of scope

### Hourly Rates for Additional Services

Description	Hourly Rate
Strategic Actuarial Consulting and Meeting time	\$275
Actuarial Calculations	\$100 - \$250
Data and Administrative work	\$100 – \$200

Travel and lodging expenses are not included in the basic fee and will be invoiced separately, if requested.

## References

Available upon request.

## What distinguishes Hildi Inc. from other actuarial firms?

- The lead GASB Actuaries at Hildi Inc. are all Fellows of the Society of Actuaries – FSAs
- We specialize in GASB Actuarial Services
- Network of colleagues including legal, trust, and financial services
- Consistency in actuaries and the team for you from one year to the next
- Competitive fees
- Other ancillary, useful material included in our actuarial reports – not just the “bare bones” results
- Thorough review of plan provisions and actuarial assumptions with the client, and
- Thorough explanation of the actuarial report and results.

## What are the clients of Hildi Inc. saying?

- **“An actuary with a *heart!*”**
- **“You are not *typical* actuaries.”**
- **“Thank you for the exhibits that you put together – we love it!”**
- **“Thank you for working hard to meet our deadlines.”**
- **“Thank you for your prompt attention to my request.”**
- **“Your fees are fair and continue to be. We are not getting *nicked and dimed* for every request that we make.”**

## **The Hildi Inc. Actuarial Team**

### **Jill M. Urdahl, FSA, EA, MAAA**

Jill is a Fellow of the Society of Actuaries, Enrolled Actuary, and a Member of the American Academy of Actuaries. Over the past 24 years, Jill has been a retirement actuary and consultant. She has worked with all sized employers, both public and private, to develop their retirement and OPEB strategies. Specific areas of focus include plan design, funding and financing, and administration services. In addition, Jill has experience with present value calculations for marital dissolutions.

Jill worked for two international consulting firms for over 14 years in various capacities, including principal actuary, managing supervisor, region recruiting lead, and Society of Actuaries exam committee member.

Jill has been a featured speaker on GASB 45 at several conferences across the country.

### **Anthony L. Urdahl, FSA, EA, MAAA, MSPA**

Tony is a Fellow of the Society of Actuaries, an Enrolled Actuary, a Member of the American Academy of Actuaries and a member of ASPPA. He has over 25 years experience working with all aspects of defined benefit pension plans.

Prior to joining Hildi Inc., Tony worked at three large actuarial consulting firms on cash balance and traditional pension plans of all sizes. He was the Senior Resource Actuary in the Minneapolis office of a large actuarial consulting firm and was responsible for technical issues related to defined benefit plans. Tony has extensive actuarial expertise in administration, design, funding, accounting and discrimination testing of cash balance and other defined benefit plans. He also has experience with OPEB benefit valuations. Tony attends annual national meetings to keep current on the latest design and technical issues related to self employed individuals, small business owners and corporations of all sizes.

## **Michael J. Born, FSA, EA, CFA, MAAA**

Mike is a Fellow of the Society of Actuaries, an Enrolled Actuary, and a Member of the American Academy of Actuaries. Mike is also a CFA Charterholder.

Mike has worked with the retirement and OPEB plans offered by large for-profit and not-for-profit corporations. He has extensive experience with the actuarial valuation of pension and retiree health and welfare programs for private employers. Mike has been a featured speaker on the topic of GASB 67 & 68 implementation for Minnesota Relief Association Pension Plans.

Mike was an actuarial consultant and investment consultant at an international consulting firm for 12 years prior to joining Hildi Inc. in 2013. Mike was responsible for assisting his clients with actuarial valuations, plan design, plan administration, risk management, and investment strategy & implementation.

## **Catherine A. Erpelding, ASA, EA, MAAA**

Cathy is an Associate of the Society of Actuaries, an Enrolled Actuary, and a Member of the American Academy of Actuaries.

Cathy joined Hildi Inc. in 2007. Her primary experience has been working with large and small corporations with pension and OPEB benefit valuations. Cathy has extensive actuarial expertise in administration, design, funding, accounting and discrimination testing of defined benefit plans.

Cathy worked for a large international consulting firm for 13 years in various capacities, including senior associate actuary, managing supervisor, retirement systems specialist, and recruiting specialist.

Cathy has over 19 years of experience working with all aspects of defined benefit pension plans.

## **Gretchen Faul, ASA, EA, MAAA**

Gretchen is an Associate of the Society of Actuaries, an Enrolled Actuary, and a member of the American Academy of Actuaries.

Gretchen joined Hildi Inc. in 2008. Her primary experience has been working with large and small corporations with pension and OPEB benefit valuations. Gretchen also has extensive actuarial expertise in pension administration and discrimination testing of defined benefit plans.

Before joining Hildi Inc., Gretchen was an actuarial consultant at two international consulting firms.

Gretchen has over 24 years of experience working with all aspects of defined benefit pension plans.

## **Todd Chrun, EA**

Todd is an Enrolled Actuary and is currently taking exams to attain actuarial fellowship.

Todd joined Hildi Inc. in 2010. Prior to 2010, Todd was an actuarial associate at a large actuarial consulting firm in Minneapolis. His primary experience has been working with large and small corporations with pension and OPEB benefit valuations. Todd also has actuarial expertise in pension administration and discrimination testing of defined benefit plans.

Todd has 5 years of experience working with defined benefit pension plans and post retirement medical plans.

## **Ruth Cunningham**

Ruth is an actuarial analyst working with GASB reporting and data analysis.

Ruth joined Hildi Inc. in 2007. Her primary experience is in working with GASB 45, 16, and 27 reporting for public entities. She has extensive experience in the information requirements and data analysis for these valuations.

Ruth has a Fellow Life Management Institute (FLMI) designation and nine years of experience in various capacities in the group health insurance division at a large insurance company including benefit description, underwriting, group medical claims, and examiner training.

## AGREEMENT FOR CONSULTING SERVICES

This Agreement for Consulting Services ("Agreement") is entered into and dated October 26, 2015 by and between Hildi Inc. with offices located at 11800 Singletree Lane, Suite 305, Minneapolis, MN 55344 (hereinafter referred to as the "Consultant") and the City of Lake Elmo with offices located at 3800 Laverne Avenue North, Lake Elmo, Minnesota 55042 (hereinafter referred to as the "Company"). Company and Consultant are jointly referred to as the "parties."

IN CONSIDERATION OF THE MUTUAL PROMISES CONTAINED HEREIN, AND FOR OTHER GOOD AND VALUABLE CONSIDERATION, THE SUFFICIENCY OF WHICH IS HEREBY ACCEPTED, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. Description of Services. Consultant will perform certain services for Company upon terms and conditions specified herein and as such services are more particularly described in Exhibit(s), which are attached hereto and incorporated by this reference.
2. Prices and Payment. Company agrees to pay Consultant the fees set forth in the applicable Exhibit(s). Consultant anticipates invoicing the Company monthly for services provided. Payment will be due in full within fifteen (15) days of receipt of Consultant's invoice. Company agrees to pay interest on all overdue amounts at a rate of twelve percent (12%) per annum or the rate allowed by law, which ever is less, plus costs of collection, court costs, and reasonable attorney fees on all such amounts.
3. Travel Expenses. Company agrees to reimburse Consultant for its reasonable and necessary out-of-pocket lodging, transportation, and food incurred at the Company's request. Consultant agrees to provide reasonable expense documentation. Whenever possible, Consultant agrees to take advantage of travel discounts. All air travel by Consultant shall be on major national or regional airlines, and Consultant and its representatives may keep their frequent flier miles earned for their personal usage.
4. Ownership of Work Product. Ownership of, and all rights in, the work product which is the subject matter of this Agreement (the "Work"), including trademarks, patents and copyrights applicable to same, shall belong exclusively to Company. The parties expressly agree to consider as a "work made for hire" any Work ordered or commissioned by the Company which qualifies as such under the United States copyright laws. To the extent that the Work cannot be a "work made for hire" or where necessary for any other reason, Consultant will provide Company with all such assignments of rights, covenants and other assistance which may be required for Company, through trademark, patent or copyright applications or otherwise, to obtain the full benefit of the rights provided for herein. If the Work contains materials previously developed or copyrighted by Consultant or others, Consultant grants and agrees to grant to Company, or obtain for Company, an unrestricted, royalty-free license to use and copy such materials. Any license so

granted or obtained shall include the right for Company to grant an unrestricted, royalty-free license to any affiliate of Company. Consultant is allowed to retain one copy of the Work for archival purposes. Consultant shall place a copyright notice on the Work at Company's request. The Work shall be considered "Information" under the Section entitled "Nondisclosure."

5. Nondisclosure. Any technical or business information, including, but not limited to, computer programs, files, specifications, drawings, sketches, models, samples, tools, cost data, customer information, financial data, business or marketing plans or other data, whether oral, written or otherwise ("Information"), furnished or disclosed to Consultant hereunder or in contemplation hereof, shall remain Company's property. No license, express or implied, under any trademark, patent or copyright is granted by Company to Consultant by virtue of such disclosure. All such information in written, graphic or other tangible form shall be returned to the Company immediately upon request and copies shall be returned to the Company or, at Company's option, certified by Consultant as having been located and destroyed. Consultant shall be allowed to retain one copy of the Information for archival purposes. Unless such Information was previously known to Consultant free of any obligation to keep it confidential, is lawfully obtained by Consultant from any source other than Company or has been or is subsequently made public by Company or a nonparty to this Agreement, is approved for release by written authorization of the Company, or is required by law to be disclosed in response to a valid order of a court of competent jurisdiction or authorized governmental agency, provided the Company receives adequate notice to allow it to request a protective order and the Consultant reasonably cooperates with the Company's efforts to receive a protective order, it shall be kept confidential by Consultant for the benefit of Company, shall be used only in performing under this Agreement and shall not be used for other purposes except upon such terms as may be agreed upon by Company in writing. Consultant shall take reasonable steps to protect such Information to a similar extent that Consultant protects its own Information.
6. Liability. Consultant shall indemnify Company and its affiliates against, and shall hold Company and its affiliates harmless from, any loss, damage, expense or liability that may in any way arise out of or result from the performance of Consultant hereunder and caused by or resulting from the gross negligence or intentional misconduct of Consultant, including but not limited to any knowing infringement, or claim of infringement, of any patent, trademark, copyright, trade secret or other proprietary right of a third party or of Consultant or anyone claiming through Consultant who may be eligible to terminate any assignment or transfer made hereunder pursuant to the terms of the copyright laws up to the amount paid by the Company to the Consultant under a given applicable Exhibit(s). Consultant shall defend or settle, at its own expense, any action or suit against Company or its affiliates for which it is responsible hereunder. Company shall notify Consultant of any such claim, action or suit and shall reasonably cooperate with the Consultant (at Consultant's expense) to facilitate the defense of any such claim.

7. Limitation. In no event shall company or consultant be liable, one to the other, for indirect, special, incidental, or consequential damages arising out of or in connection with the furnishing, performance or use of any products or services provided pursuant to this agreement.
8. Limited Warranties. Consultant warrants and represents that it has full authority to enter into this Agreement and to consummate the transactions contemplated hereby and that this Agreement is not in conflict with any other agreement to which Consultant is a party or by which it may be bound.

Consultant warrants and represents that Consultant has the proper skill, training and background so as to be able to perform in a competent and professional manner and that all work will be performed in accordance with professional standards in the industry and/or field.

9. Headings. Section headings used in this Agreement are for convenience only, have no legal significance, and in no way change the construction or meaning of the terms hereof.
10. Insurance. Upon request by Company, Consultant shall provide to Company, copies of certificates of insurance evidencing the workers compensation, general liability and automobile insurance coverage that Consultant has in effect and Consultant shall maintain such insurance in effect through the duration of the Agreement.
11. Amendment and Waiver. No provision of this Agreement may be modified, waived, terminated or amended except by a written instrument executed by the parties. No waiver of a material breach of any provision of this Agreement shall constitute a waiver of any subsequent breach of the same or other provisions hereof.
12. Relationship. The Consultant shall be and act as an independent contractor hereunder, and neither Consultant nor any employee, agent, associate, representative or subcontractor shall be deemed to be employees of the Company for any purpose whatsoever.
13. Force Majeure. Neither party will be liable for any failure or delay in performance due to any cause beyond its reasonable control, including, but not limited to acts of nature, strikes, fire, flood, explosion, riots, or wars, provided that personnel changes, including unanticipated employee departures, shall not be considered to be an event or condition of force majeure.

14. Notices. All notices and other communications required or permitted under this Agreement shall be in writing, and hand delivered or sent by registered or certified mail, return-receipt requested, postage prepaid, or by overnight delivery service and shall be effective upon receipt at the following addresses or as either party shall have notified the other party:

If to Company: Ms. Cathy Bendel  
Finance Director  
City of Lake Elmo  
3800 Laverne Avenue North  
Lake Elmo, Minnesota 55042

If to Consultant: Hildi Inc.  
11800 Singletree Lane  
Suite 305  
Minneapolis, MN 55344  
Attn: Jill Urdahl, FSA  
President/Consulting Actuary

15. Assignment. Consultant shall not assign this Agreement or delegate the services to be performed hereunder, in whole or in part, or any of its rights, interest, or obligations hereunder without Company's express written consent.
16. Law Government. This Agreement shall be governed by the laws of the State of Minnesota, without regard to or application of conflicts of law rules or principles.
17. Taxes. Consultant shall assume full responsibility for the payment of all taxes imposed by any federal, state, local taxes or foreign taxing authority and all contributions imposed or required under unemployment insurance, social security and income tax laws, with respect to performance of services for Company hereunder.
18. Termination. Any Exhibit(s) to this Agreement may be terminated by either party upon thirty (30) days written notice to the other party. This Agreement may be terminated by either party upon ninety (90) days written notice to the other party. Company agrees to pay for all services provided by Consultant and related travel expenses incurred by Consultant through the date of termination of the Exhibit(s) and/or the Agreement as applicable.
19. Entire Agreement. This constitutes the entire agreement between the parties regarding the subject matter hereof. This Agreement shall be binding on the affiliates, administrators, executors, heirs, successors in interest, or assigns of Consultant.

IN WITNESS WHEREOF, authorized representatives of the Company and the Consultant have executed this Agreement in duplicate.

**Company: City of Lake Elmo**

**Consultant: Hildi Inc.**

By: \_\_\_\_\_  
(Authorized Signature)

By: \_\_\_\_\_  
(Authorized Signature)

Name: \_\_\_\_\_  
(Print or Type)

Name: Jill Urdahl

Title: \_\_\_\_\_  
(Print or Type)

Title: President

Date: \_\_\_\_\_

Date: \_\_\_\_\_

(Please Note: A Signature is required on both page 5 and page 6. Thank you.)

**Exhibit 1 to  
AGREEMENT FOR CONSULTING SERVICES  
Consultant and Rate Schedule**

Consultant Representative's Name	Title	Effective Start Date	Expected End Date
Hildi Inc. Actuaries and Consultants	Consulting Actuaries	TBD	TBD
<p align="center"><b>Base Fees</b></p> <p>The approximate budget for Hildi Inc. consulting services is as follows:</p> <ul style="list-style-type: none"> <li>• GASB 67&amp;68 Actuarial Valuation (Base Year): \$2,400</li> <li>• GASB 67&amp;68 Actuarial Valuation (Projection Year): \$1,000</li> </ul> <p>These Base Actuarial Fees include the following:</p> <ul style="list-style-type: none"> <li>• An Actuarial Report including all information required by GASB Statement 67&amp;68 for the Relief Association pension plan. Hildi Inc. will provide an electronic copy.</li> <li>• Availability via conference call to discuss the results and answer questions.</li> <li>• Teleconferencing with the actuaries on pending or anticipated issues which may affect the actuarial valuation/report. If any work is needed based on one of the outcomes of a teleconference, a fee will be agreed upon before any work is initiated.</li> <li>• Periodic memos and telephone calls to provide updates on developments that may affect future actuarial reports.</li> </ul>			
<p>The term of the Agreement for Consulting Services is for the January 1, 2015 GASB 67&amp;68 actuarial valuation and a roll-forward valuation for the following year. The Base Year valuation can be used for the plan (Relief Association) disclosure cycle ending December 31, 2014 and the plan sponsor (city) disclosure cycle ending December 31, 2015. The Projection Year report can be used for the Relief Association disclosure cycle ending December 31, 2015 and the City disclosure cycle ending December 31, 2016.</p> <p>All quotes assume the plan provisions and assumptions remain unchanged from the last actuarial valuation (if applicable). Additional charges may occur if there is out of scope work due to inaccurate or insufficient data provided by the Company, changes in funding or investment policy, changes to plan provisions, or proportionate share calculations.</p>			

**SERVICES OR REQUIREMENTS:**

The Agreement for Consulting Services is dated October 26, 2015.

**Company: City of Lake Elmo**

**Consultant: Hildi Inc.**

\_\_\_\_\_  
(Authorized Signature)

\_\_\_\_\_  
(Authorized Signature)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Date)

(Please Note: A Signature is required on both page 5 and page 6. Thank you.)



# MAYOR & COUNCIL COMMUNICATION

**DATE:** November 4, 2015  
**CONSENT**  
**ITEM #** 5

**AGENDA ITEM:** Wildflower at Lake Elmo – Approve Release of Grading Security

**SUBMITTED BY:** Jack Griffin, City Engineer

**THROUGH:** Clark Schroeder, Interim City Administrator

**REVIEWED BY:** Cathy Bendel, Finance Director  
Kyle Klatt, Community Development Director  
Chad Isakson, Project Manager

**SUGGESTED ORDER OF BUSINESS *if removed from the Consent Agenda*:**

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

**POLICY RECOMMENDER:** Community Development/Engineering/Finance.

**FISCAL IMPACT:** None. Release of the grading security is in accordance with the approved Development Contract.

**SUMMARY AND ACTION REQUESTED:**

The City Council is respectfully requested to consider approving the release of the grading security for the Wildflower at Lake Elmo subdivision. If removed from the consent agenda, the recommended motion for the action is as follows:

***“Move to approve the release of the grading security Letter of Credit #996 dated May 13, 2015, for the Wildflower at Lake Elmo subdivision in the amount of \$116,000”.***

**LEGISLATIVE HISTORY/BACKGROUND INFORMATION:**

In accordance with the Wildflower at Lake Elmo 1st Addition Development Contract dated August 27, 2015, the developer has provided written request for the release of the grading

security in the full amount of \$116,000. The grading work has been reviewed, including all corrective work and punch list items, and all record grading plans have been received and approved by the City Engineering department. Furthermore, the Finance Director has indicated that all financial obligations to date by the developer to the City have been satisfied.

**RECOMMENDATION:**

Staff is recommending that the City Council approve the release of the grading security for the Wildflower at Lake Elmo subdivision. If removed from the consent agenda, the recommended motion for the action is as follows:

***“Move to approve the release of the grading security Letter of Credit #996 dated May 13, 2015, for the Wildflower at Lake Elmo subdivision in the amount of \$116,000”.***

**ATTACHMENT(S):**

1. Engineer’s Letter Approving the Release of Grading Security for the Wildflower at Lake 1st Addition.



October 29, 2015

Mr. Robert Engstrom  
Robert Engstrom Companies  
4801 West 81st Street, Suite 101  
Minneapolis, MN 55437

Re: Wildflower at Lake Elmo  
Release of Grading Security

Dear Mr. Engstrom:

We have reviewed your request dated October 29, 2015, for a release of the grading security for the Wildflower at Lake Elmo subdivision. In accordance with Section 35.A. of the Wildflower at Lake Elmo 1st Addition Development Contract, the grading security amount of \$116,000 may be released in full.

Should you have any questions or require additional information, please call me 651.300.4264.

Sincerely,

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

cc: Clark Shroeder, Interim City Administrator  
Cathy Bendel, Finance Director  
Kyle Klatt, Community Development Director



# MAYOR & COUNCIL COMMUNICATION

**DATE:** November 4, 2015

**CONSENT**

**ITEM #** 6

**AGENDA ITEM:** Eagle Point Boulevard Street and Utility Improvements – Change Order No. 2

**SUBMITTED BY:** Ryan Stempski, Project Engineer

**THROUGH:** Clark Schroeder, Interim City Administrator

**REVIEWED BY:** Cathy Bendel, Finance Director  
Jack Griffin, City Engineer

**SUGGESTED ORDER OF BUSINESS *if removed from the Consent Agenda*:**

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

**POLICY RECOMMENDER:** Engineering.

**FISCAL IMPACT:** None. This change order only impacts the Contract substantial completion date for the project.

**SUMMARY AND ACTION REQUESTED:**

The City Council is respectfully requested to consider approving, *as part of the Consent Agenda*, Change Order No. 2 for the Eagle Point Boulevard Street & Utility Improvements, thereby extending the Contract Times for Substantial Completion by 22 days. If removed from the consent agenda, the recommended motion for the action is as follows:

***“Move to approve Change Order No. 2 for the Eagle Point Boulevard Street & Utility Improvements Project”.***

**LEGISLATIVE HISTORY/BACKGROUND INFORMATION:**

This change order extends the contract times for substantial completion by 22 days from October 15, 2015 to November 6, 2015. The time extension for substantial completion is being requested by the Contractor due to rain days and delays caused by other work in the area including private utility relocations and private irrigation systems.

With approval of Change Order No. 2, the revised Substantial Completion date will be November 6, 2015.

**RECOMMENDATION:**

Staff is recommending that the City Council approve Change Order No. 2 for the Eagle Point Boulevard Street & Utility Improvements, thereby extending the Contract Times for Substantial Completion by 22 days. If removed from the consent agenda, the recommended motion for the action is as follows:

*“Move to approve Change Order No. 2 for the Eagle Point Boulevard Street & Utility Improvements Project”.*

**ATTACHMENT(S):**

1. Change Order No. 2.

**CONTRACT CHANGE ORDER FORM**

CITY OF LAKE ELMO, MINNESOTA EAGLE POINT BLVD STREET & UTILITY IMPROVEMENTS PROJECT NO. 2015.120	<b>FOCUS</b> ENGINEERING, inc.
--------------------------------------------------------------------------------------------------------	--------------------------------

CHANGE ORDER NO. 2 DATE: November 4, 2015

TO: MILLER EXCAVATING, INC. , 3636 STAGECOACH TRAIL N, STILLWATER, MN 55082

This Document will become a supplement to the Contract and all provisions will apply hereto. The Contract Documents are modified as follows upon execution of this Change Order.

CHANGE ORDER DESCRIPTION / JUSTIFICATION:

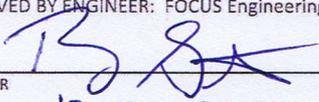
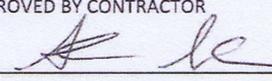
This change order extends the contract times for Substantial Completion date by 22 days (from October 15, 2015 to November 6, 2015). This extension request is due to rain days, private utility relocations at conflict areas, and private irrigation system relocations causing extended delays to the Contractors schedule. The Final Completion Date of June 15, 2016 remains unchanged.

Attachments (list documents supporting change): \_\_\_\_\_

ITEM	DESCRIPTION OF PAY ITEM	UNIT	QTY	UNITE PRICE	INCREASE/(DECREASE)
<b>NET CONTRACT CHANGE</b>					<b>\$0.00</b>

Amount of Original Contract	\$	1,249,494.09
Sum of Additions/Deductions approved to date	\$	(28,500.00)
Contract Amount to date	\$	1,220,994.09
Amount of this Change Order <del>(ADD)</del> <del>(DEDUCT)</del> (NO CHANGE)	\$	0.00
Revised Contract Amount	\$	1,220,994.09

The Contract Period for Completion will be ~~(UNCHANGED)~~ (INCREASED) ~~(DECREASED)~~ 22 days

APPROVED BY ENGINEER: FOCUS Engineering, inc.  _____ ENGINEER <u>10-28-2015</u> _____ DATE	APPROVED BY CONTRACTOR  _____ BY <u>10/28/15</u> _____ DATE
APPROVED BY OWNER: CITY OF LAKE ELMO, MINNESOTA _____ BY _____ DATE	_____ BY _____ DATE



**MAYOR AND COUNCIL COMMUNICATION**

DATE: 11/4/15  
CONSENT  
ITEM #: 7

**AGENDA ITEM:** Retaining wall for Lions Park  
**SUBMITTED BY:** Clark Schroeder  
**THROUGH:** Clark Schroeder  
**REVIEWED BY:** Clark Schroeder

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**SUGGESTED ORDER OF BUSINESS:**

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

**SUMMARY AND ACTION REQUESTED:**

Change order to downtown phase one project

**BACKGROUND AND STAFF REPORT:**

As part of the Laverne Street/sewer/storm water project phase one a trail was added between the street and the ballfield. Due to this addition of a trail, the elevation of the ground next to the bleachers and the trail is no longer gradual ( see pictures below). A retaining wall needs to be put in before the trail can be paved. If not for the retaining wall, the pavement would be compromised after the first hard rain. The construction contractor is hoping to pave the street and the trail within the next 10 days. The overall cost should be roughly \$11,000 to \$13,000 based on what you include. Due to height and safety considerations, a railing/fence of some sort will need to be added in the spring so people don't step off the wall.

This is an email to SEH detailing some of the cost for the wall.

**From:** "Keith Herman" <[keith@npainc.net](mailto:keith@npainc.net)>  
**Date:** October 29, 2015 at 3:26:43 PM CDT  
**To:** "Jeff Thene" <[jthene@sehinc.com](mailto:jthene@sehinc.com)>  
**Cc:** [kepeterson@sehinc.com](mailto:kepeterson@sehinc.com), "Chad Isakson" <[chad.isakson@focusengineeringinc.com](mailto:chad.isakson@focusengineeringinc.com)>, [frank.ticknor@co.washington.mn.us](mailto:frank.ticknor@co.washington.mn.us), "Brent Jensen" <[brent@npainc.net](mailto:brent@npainc.net)>  
**Subject:** Ball Field Retaining Wall  
Jeff,

Here is pricing for a "field fit" retaining wall at the ball field, pricing does not include any fencing or railing. Let me know if we are to move forward with this, Great Northern is ready at any time. Thanks!

Retaining Wall (Approx. 300 SF): \$35.00/SF - Price includes excavation, class 5, block, 12" drain rock, installation & backfill with onsite materials. Square Footage pay price to include the base (buried) block.

Concrete Slab Removal: \$5.65/SY – (Same unit price as in the proposal for Remove Concrete Driveway Pavement)

Remove Player's Bench: \$400.00 (Reinstall & Slab by others)

Move Bleachers: \$250.00 (Relocate to left field foul ball territory, Reinstall & Slab by others)



# MAYOR & COUNCIL COMMUNICATION

**DATE:** November 4, 2015  
**CONSENT**  
**ITEM 8**  
**MOTION**

**AGENDA ITEM:** Valuation, Permits, & Inspections Report.

**SUBMITTED BY:** Rick Chase, Building Official

**THROUGH:** Rick Chase, Building Official

**REVIEWED BY:** Clark Schroeder, City Administrator

**SUGGESTED ORDER OF BUSINESS:**

- Introduction of Item ..... City Administrator
- Report/Presentation.....City Administrator
- Questions from Council to Staff .....Mayor Facilitates
- Call for Motion ..... Mayor & City Council
- Discussion..... Mayor & City Council
- Action on Motion.....Mayor Facilitates

**SUMMARY AND ACTION REQUESTED:** As part of its Consent Agenda, the City Council is asked to accept the Permit & Inspection report through September, 2015. No specific motion is needed as this is recommended as part of the *Consent Agenda*.

- 1<sup>st</sup> Attachment- Valuation report 2013, 2014, & 2015 year to date.
- 2<sup>nd</sup> Attachment- Inspection summary 2014, 2015 year to date.
- 3<sup>rd</sup> Attachment Complaints stats

**LEGISLATIVE HISTORY/BACKGROUND INFORMATION:**

NA

**RECOMMENDATION:** Based on the aforementioned, the staff recommends the City Council accept the Permit and Inspection report through September, 2015.

**CITY OF LAKE ELMO**  
**Valuation Report - Summary**

Issued Date From: 1/1/2015 To: 9/30/2015  
 Permit Type: All Property Type: All Construction Type: All  
 Include YTD: Yes

Permit Kind	Permit Count	Valuation	Dwell Units	
<b>Permit Type: BUILDING</b>				
COMMERCIAL ADDITION	1	\$10,000.00	0	
COMMERCIAL CELL TOWER UPGRADE	1	\$12,500.00	0	
COMMERCIAL FENCE	1	\$27,000.00	0	
COMMERCIAL NEW CONSTRUCTION	1	\$145,000.00	0	
COMMERCIAL REMODEL	2	\$130,000.00	0	
COMMERCIAL ROOFING	1	\$30,000.00	0	
COMMERCIAL SIGN	1	\$19,200.00	0	
COMMERCIAL TENNANT BUILDOUT	2	\$1,555,000.00	0	
PUBLIC SOLAR PANEL INSTALL	1	\$135,000.00	0	
SINGLE FAMILY ACCESSORY BUILDING	7	\$135,972.00	0	
SINGLE FAMILY ADDITION	9	\$485,765.00	0	
SINGLE FAMILY ALTERATION	16	\$104,900.00	0	
SINGLE FAMILY ATTACHED NEW CONSTRUCTION	22	\$4,470,000.00	0	
SINGLE FAMILY BASEMENT FINISH	13	\$312,000.00	0	
SINGLE FAMILY DECK	25	\$157,235.00	0	
SINGLE FAMILY DEMOLITION	1	\$3,000.00	0	
SINGLE FAMILY DOOR	10	\$46,560.00	0	
SINGLE FAMILY DRAIN TILE WATERPROOFING	1	\$5,523.00	0	
SINGLE FAMILY NEW CONSTRUCTION	66	\$24,489,699.25	0	
SINGLE FAMILY POOL	7	\$139,440.00	0	
SINGLE FAMILY REMODEL	15	\$725,180.00	0	
SINGLE FAMILY REPLACE/REPAIR	2	\$43,000.00	0	
SINGLE FAMILY SOLAR PANEL INSTALL	4	\$92,438.00	0	
SINGLE FAMILY WINDOWS	38	\$513,462.00	0	
<b>Permit Type: BUILDING - Total</b>	<b>Period</b>	<b>247</b>	<b>\$33,787,874.25</b>	<b>0</b>
	<b>YTD</b>	<b>247</b>	<b>\$33,787,874.25</b>	<b>0</b>
<b>Report Total:</b>	<b>Period</b>	<b>247</b>	<b>\$33,787,874.25</b>	<b>0</b>
	<b>YTD</b>	<b>247</b>	<b>\$33,787,874.25</b>	<b>0</b>

**CITY OF LAKE ELMO  
Valuation Report - Summary**

Issued Date From: 1/1/2014 To: 9/30/2014  
Permit Type: All Property Type: All Construction Type: All  
Include YTD: Yes

Permit Kind	Permit Count	Valuation	Dwell Units	
<b>Permit Type: BUILDING</b>				
COMMERCIAL ACCESSORY BUILDING	1	\$21,605.00	0	
COMMERCIAL ALTERATION	7	\$500,500.00	0	
COMMERCIAL NEW CONSTRUCTION	3	\$5,603,652.00	0	
COMMERCIAL REMODEL	3	\$980,422.00	0	
COMMERCIAL ROOFING	1	\$128,246.00	0	
COMMERCIAL SIDING	1	\$20,000.00	0	
COMMERCIAL SIGN	1	\$8,928.00	0	
COMMERCIAL TENNANT BUILDOUT	1	\$20,250.00	0	
MANUFACTURED HOME DOOR	1	\$2,734.00	0	
PUBLIC ROOFING	1	\$5,000.00	0	
SINGLE FAMILY ACCESSORY BUILDING	8	\$114,307.00	0	
SINGLE FAMILY ADDITION	11	\$1,159,600.00	0	
SINGLE FAMILY ALTERATION	9	\$136,300.00	0	
SINGLE FAMILY BASEMENT FINISH	12	\$235,673.00	0	
SINGLE FAMILY DECK	15	\$115,645.00	0	
SINGLE FAMILY DOOR	6	\$27,675.00	0	
SINGLE FAMILY DRAIN TILE WATERPROOFING	1	\$2,950.00	0	
SINGLE FAMILY FIRE / STORM DAMAGE	1	\$20,712.92	0	
SINGLE FAMILY FIREPLACE	1	\$5,923.68	0	
SINGLE FAMILY NEW CONSTRUCTION	20	\$11,951,684.00	0	
SINGLE FAMILY POOL	6	\$99,000.00	0	
SINGLE FAMILY REMODEL	9	\$206,501.00	0	
SINGLE FAMILY REPLACE/REPAIR	3	\$14,500.00	0	
SINGLE FAMILY SOLAR PANEL INSTALL	1	\$8,000.00	0	
SINGLE FAMILY THREE SEASON PORCH	1	\$20,000.00	0	
SINGLE FAMILY WINDOWS	20	\$199,397.00	0	
<b>Permit Type: BUILDING - Total</b>	<b>Period</b>	<b>144</b>	<b>\$21,609,205.60</b>	<b>0</b>
	<b>YTD</b>	<b>144</b>	<b>\$21,609,205.60</b>	<b>0</b>
<b>Report Total:</b>	<b>Period</b>	<b>144</b>	<b>\$21,609,205.60</b>	<b>0</b>
	<b>YTD</b>	<b>144</b>	<b>\$21,609,205.60</b>	<b>0</b>

**CITY OF LAKE ELMO  
Valuation Report - Summary**

Issued Date From: 1/1/2013 To: 9/30/2013  
 Permit Type: All Property Type: All Construction Type: All  
 Include YTD: Yes

Permit Kind	Permit Count	Valuation	Dwell Units
<b>Permit Type: BUILDING</b>			
COMMERCIAL ALTERATION	3	\$698,000.00	0
COMMERCIAL REMODEL	1	\$13,000.00	0
COMMERCIAL SIGN	1	\$500.00	0
COMMERCIAL VALUATION OTHER	1	\$52,000.00	0
PUBLIC ALTERATION	2	\$16,500.00	0
SINGLE FAMILY ACCESSORY BUILDING	13	\$218,799.00	0
SINGLE FAMILY ADDITION	3	\$96,000.00	0
SINGLE FAMILY ALTERATION	20	\$598,529.00	0
SINGLE FAMILY BASEMENT FINISH	14	\$254,147.00	0
SINGLE FAMILY DECK	18	\$265,556.00	0
SINGLE FAMILY DOOR	5	\$19,371.00	0
SINGLE FAMILY NEW CONSTRUCTION	28	\$12,578,294.00	0
SINGLE FAMILY OTHER FIXED	1	\$9,500.00	0
SINGLE FAMILY POOL	9	\$219,300.00	0
SINGLE FAMILY REMODEL	6	\$132,500.00	0
SINGLE FAMILY REPLACE/REPAIR	4	\$22,726.00	0
SINGLE FAMILY VALUATION OTHER	2	\$30,928.00	0
SINGLE FAMILY WINDOWS	19	\$185,841.82	0
<b>Permit Type: BUILDING - Total</b>	<b>Period 150</b>	<b>\$15,411,491.82</b>	<b>0</b>
	<b>YTD 150</b>	<b>\$15,411,491.82</b>	<b>0</b>
<b>Permit Type: PLUMBING</b>			
SINGLE FAMILY INSTALL	1	\$5,000.00	0
<b>Permit Type: PLUMBING - Total</b>	<b>Period 1</b>	<b>\$5,000.00</b>	<b>0</b>
	<b>YTD 1</b>	<b>\$5,000.00</b>	<b>0</b>
<b>Report Total:</b>	<b>Period 151</b>	<b>\$15,416,491.82</b>	<b>0</b>
	<b>YTD 151</b>	<b>\$15,416,491.82</b>	<b>0</b>

CITY OF LAKE ELMO

Inspection Statistics Report - Detail

Actual Date From: 1/1/2015 To: 9/30/2015

Permit Type: All Property Type: All Construction Type: All

Inspection Type	Pass	Fail	No Status	Reinsp	Period Total	YTD Total
ENGINEER ACCEPTANCE LETTER	1	0	0	0	1	1
ACCESSORY FOOTING	1	0	0	0	1	1
ADDITION FINAL	1	0	0	0	1	1
ACCESSORY FOUNDATION	1	0	0	0	1	1
ALARM FINAL	1	0	0	0	1	1
AS BUILT	15	4	1	2	22	22
AIRTEST	2	0	0	0	2	2
BALANCE REPORT	1	0	0	0	1	1
BUILDING FINAL	98	36	3	31	168	168
BACTERIOLOGICAL & HYDRO	1	0	0	0	1	1
DECK FINAL	14	3	0	3	20	20
DECK FOOTING	9	1	0	1	11	11
DEMOLITION FINAL	0	1	0	0	1	1
DECK FRAMING	1	0	0	0	1	1
ELECTRICAL FINAL	185	0	0	0	185	185
ELECTRICAL ROUGH IN	81	0	0	0	81	81
ENGINEER REPORT	1	0	0	0	1	1
ESCROW FINAL	21	21	0	7	49	49
EXTERIOR UNDERLAYMENT	4	3	0	3	10	10
FIRE ALARM FINAL	3	1	0	1	5	5
FIRE ALARM ROUGH	2	0	0	0	2	2
FINAL CERT. OF OCCUPANCY	2	0	0	0	2	2
FENCE FINAL	7	0	0	0	7	7
FINAL	22	0	0	0	22	22
FIREPLACE ROUGH IN	76	4	0	4	84	84
FIRE	2	0	0	0	2	2
FOUNDATION	93	0	0	1	94	94
FOOTINGS/SLAB	149	6	0	7	162	162
FINAL/ORSAT	4	0	0	1	5	5
FIREPLACE FINAL	12	1	0	1	14	14
FRAMING	139	15	1	15	170	170
FRAMING ROUGH IN	13	1	0	1	15	15
FIRE SPRINKLER ROUGH CAR WASH	1	0	0	0	1	1
FIRE SEPERATION WALL	13	0	0	0	13	13
FIRE SUPPRESSION FINAL	11	4	0	2	17	17
FIRE SUPPRESSION ROUGH IN	1	0	0	0	1	1
FUEL TANK FINAL	1	0	0	0	1	1
FOUNDATION / WATERPROOF / DRAIN	89	8	0	8	105	105
GARAGE GYP BOARD	1	0	0	0	1	1
GASLINE / AIRTEST	96	4	0	4	104	104
HEATING FINAL CARWASH	1	0	0	0	1	1
HEATING ROUGH 2	1	0	0	0	1	1
HOUSE WRAP	16	1	0	1	18	18
IN FLOOR HEAT AIR TEST	6	0	0	0	6	6
INSULATION	91	1	0	1	93	93
LATH	62	2	0	2	66	66
HEATING FINAL	120	14	2	14	150	150
HEATING ROUGH IN	111	3	0	3	117	117
MOBILE HOME SETUP	3	0	0	0	3	3
FIRE SPRINKLER ROUGH	19	1	1	1	22	22
SITE NOTES	1	1	2	0	4	4

Inspection Type	Pass	Fail	No Status	Reinsp	Period Total	YTD Total
OCCUPANCY FINAL	1	0	0	0	1	1
OTHER	3	0	1	0	4	4
PLUMBING FINAL CARWASH	1	0	0	0	1	1
PIER FOOTINGS	2	0	0	0	2	2
PLUMBING FINAL	116	14	0	9	139	139
POOL FINAL	3	1	0	0	4	4
PLUMBING ROUGH IN	106	4	1	4	115	115
PLUMBING ROUGH 2	1	0	0	0	1	1
PLUMBING UNDERGROUND	84	1	0	1	86	86
POOL FOOTING	1	0	0	0	1	1
RADON POLY	84	8	0	7	99	99
REMODEL FINAL	0	1	0	0	1	1
RESTORATION	1	0	0	0	1	1
ROOFING FINAL	20	4	0	1	25	25
ICE & WATER	19	2	0	0	21	21
ROUGH	5	0	0	0	5	5
SCREEN PORCH FOOTING	1	0	0	0	1	1
SCREEN PORCH FRAMING	1	0	0	0	1	1
SEWER & WATER	113	6	0	5	124	124
SEWER	1	0	0	0	1	1
SHEATHING	9	0	0	0	9	9
SIDING FINAL	10	1	0	0	11	11
FOOTINGS SIGN	1	0	0	0	1	1
SILT FENCE	4	1	1	1	7	7
SITE MEETING	4	0	1	0	5	5
SITE PLAN REVIEW	1	0	0	0	1	1
SMOKE C/O UPDATE	0	1	0	0	1	1
SPRINKLER FINAL	2	0	0	0	2	2
SPECIAL INSP REPORTS	4	1	0	1	6	6
15" Buoy per ordinance	3	2	0	1	6	6
SWIMMING POOL ROUGH IN	1	0	0	0	1	1
UNDERGROUND	1	0	0	0	1	1
WATER CONNECTION	2	1	0	1	4	4
POURED WALL	5	0	0	0	5	5
WINDOW REPLACEMENT	27	3	0	3	33	33
WINDOW WELL EGRESS	2	0	0	0	2	2
<b>Report Totals</b>	<b>2,245</b>	<b>187</b>	<b>14</b>	<b>148</b>	<b>2,594</b>	<b>2,594</b>

## CITY OF LAKE ELMO

## Inspection Statistics Report - Detail

Actual Date From: 1/1/2014 To: 9/30/2014

Permit Type: All Property Type: All Construction Type: All

Inspection Type	Pass	Fail	No Status	Reinsp	Period Total	YTD Total
ENGINEER ACCEPTANCE LETTER	1	0	0	0	1	1
ACCESSORY BLDG REMOVAL	1	0	0	0	1	1
AS BUILT	12	1	0	4	17	17
AIRTEST	4	0	0	0	4	4
BALANCE REPORT	1	0	0	0	1	1
BUILDING FINAL	64	27	1	25	117	117
CANOPY FOOTINGS	1	0	0	0	1	1
COLUMNS FOOTING	2	0	0	0	2	2
DECK FINAL	2	2	0	1	5	5
DECK FOOTING	3	2	0	1	6	6
DEMOLITION	1	0	0	0	1	1
DRAIN TILE	2	0	0	0	2	2
ELECTRICAL FINAL	101	0	0	0	101	101
ELECTRICAL ROUGH IN	71	0	0	0	71	71
EMERGENCY LIGHTING	1	0	0	0	1	1
EROSION CONTROL	1	0	0	0	1	1
ESCROW FINAL	23	14	1	18	56	56
FIRE ALARM FINAL	4	1	0	1	6	6
FIRE ALARM ROUGH	2	0	0	0	2	2
FINAL CERT. OF OCCUPANCY	1	0	0	0	1	1
FOUNDATION CAR WASH	1	0	0	0	1	1
FENCE FINAL	7	0	0	0	7	7
FINAL	26	4	0	4	34	34
FIREPLACE ROUGH IN	47	6	1	10	64	64
FIRE	0	1	0	0	1	1
FLOOR FRAMING	1	0	0	0	1	1
FOOTING CARWASH	1	0	0	0	1	1
FOUNDATION	25	4	1	2	32	32
FOOTINGS/SLAB	69	3	0	4	76	76
FINAL/ORSAT	2	0	1	0	3	3
FIREPLACE FINAL	19	1	0	1	21	21
FOUNDATION PRIOR TO BACKFILL	2	0	0	0	2	2
FRAMING 2	4	0	0	0	4	4
FRAMING	61	19	0	17	97	97
FRAMING ROUGH IN	11	3	0	4	18	18
FIRE SUPPRESSION FINAL	1	0	0	0	1	1
FIRE SUPPRESSION ROUGH IN	3	0	0	0	3	3
FOOTING TRASH ENCLOSURE	1	0	0	0	1	1
FUEL TANK ROUGH	1	0	0	0	1	1
FOUNDATION / WATERPROOF / DRAIN	24	4	0	4	32	32
GASLINE / AIRTEST	44	5	0	4	53	53
GEO REPORT	2	0	0	0	2	2
HEATING ROUGH 2	3	0	0	0	3	3
HOUSE WRAP	8	1	0	1	10	10
IN FLOOR HEAT AIR CAR WASH	1	0	0	0	1	1
IN FLOOR HEAT AIR TEST	9	0	0	0	9	9
INSULATION CARWASH	1	0	0	0	1	1
INSULATION	49	6	0	6	61	61
KLMA ACCEPTANCE REPORT	0	1	0	0	1	1
LATH	11	0	0	0	11	11
HEATING FINAL	50	13	0	11	74	74

Inspection Type	Pass	Fail	No Status	Reinsp	Period Total	YTD Total
HEATING ROUGH IN	47	6	2	5	60	60
SITE NOTES	1	0	2	0	3	3
PLUMBING BASEMENT ROUGH	1	0	0	0	1	1
PLUMBING FINAL	45	9	0	7	61	61
POOL FINAL	2	0	0	0	2	2
PLUMBING ROUGH IN	49	6	0	4	59	59
PLUMBING ROUGH 2	1	0	0	0	1	1
PLUMBING UNDERGROUND	22	2	0	2	26	26
PLUMBING VISUAL	11	1	0	1	13	13
POOL FOOTING	1	0	0	0	1	1
PRECON MEETING	2	0	0	0	2	2
PUMPING REPORT	1	0	0	0	1	1
PLUMBING VISUAL CARWASH	1	0	0	0	1	1
RADON POLY	25	3	0	3	31	31
ROOFING FINAL	39	3	0	3	45	45
ICE & WATER	38	2	0	2	42	42
ROUGH	5	0	0	0	5	5
SCREEN PORCH FOOTING	1	0	0	0	1	1
SEWER & WATER	17	2	0	2	21	21
SEWER	4	0	0	0	4	4
SIDING FINAL	4	1	0	1	6	6
FOOTINGS SIGN	1	0	0	0	1	1
SILT FENCE	21	7	0	7	35	35
SITE MEETING	4	0	2	0	6	6
SOIL TEST/GEO-REPORT	1	0	0	0	1	1
SPANCRETE	2	0	0	0	2	2
SPRINKLER FINAL	1	0	0	0	1	1
SPRINKLER ROUGH IN	1	0	0	0	1	1
STORM SEWER	2	0	0	0	2	2
SITE UTILITIES	1	0	0	0	1	1
15" Buoy per ordinance	2	1	0	1	4	4
UNDERGROUND	1	0	0	0	1	1
WATER CONNECTION	2	0	0	0	2	2
WALL FOOTING	1	0	0	0	1	1
POURED WALL	7	0	0	0	7	7
WATER	1	0	0	0	1	1
WATER SERVICE CONNECTION	1	0	0	0	1	1
WELL ABANDONEMENT	1	0	0	0	1	1
WINDOW REPLACEMENT	11	1	0	1	13	13
WIRSBO	8	0	0	0	8	8
<b>Report Totals</b>	<b>1,168</b>	<b>162</b>	<b>11</b>	<b>157</b>	<b>1,498</b>	<b>1,498</b>

		2015																
		January	February	March	Q1	April	May	June	Q2	July	August	September	Q3	October	November	December	Q4	Yearly
Case Summary	Email	4	2	6	12	2	4	2	8	2	1	15	18				0	38
	Other	0	0	0	0	0	1	0	1	0	1	0	1	1			1	3
	Phone letters	11	2	2	15	20	16	13	49	3	13	9	25	8			8	97
	Walk-in	1	0	2	3	7	1	4	12	1	1	2	4	3			3	22
	Web Contact	2	0	2	4	6	4	5	15	2	2	1	5	2			2	26
		4	2	0	6	1	1	3	5	0	0	0	0				0	11
	<b>Total:</b>	22	6	12	40	36	27	27	90	8	18	27	53	14	0	0	14	197
Violation Types	Exterior storage				0	2			2			1	1				0	3
	Debris Accumulation				0	1			1				0				0	1
	Trash General				0	1			1				0				0	1
	Vehicle/Trailer Parking	2			2	3	3	2	8	1			1	1			1	12
	Snowbirds/On-Street				0				0				0				0	0
	Outdoor Storage				0				0			2	2				0	2
	Nuisance/Noise/Etc.	3		4	7			3	3	3		2	5	1			1	16
	Property Maintenance				0				0				0	1			1	1
	Sign Violations				0			8	8			1	1				0	9
	shed			1	1	1			1				0				0	2
	Zoning/Animals				0				0				0				0	0
	Fence				0	1			1				0				0	1
	Work hours/Cons		2		2				0			3	3				0	5
	Exterior Lighting		2		2				1	1			0				0	3
	drainage				1				1				2				0	0
Auto repair						1										0	0	
Snow/Grass				0		2	1	3		2		2	1			1	6	
<b>Total:</b>	5	4	6	15	9	6	16	31	4	2	11	17	4	0	0	4	67	
Inquiries	Email	4	2	6	12	2	4	2	8	2	1	15	18				0	38
	Walk-in	2	0	2	4	6	4	5	15	2	2	1	5	2			2	26
	Phone	11	2	2	15	20	16	13	49	3	13	9	25	8			8	97
	Other	0	0	0	0	0	1	0	1	0	1	0	1	1			1	3
	Web	4	2		6	1	1	3	5	0	0	0	0				0	11
	<b>Total:</b>				0				0				0				0	0
Inspections	Site visits	7	3	7	17	18	10	21	49	4	9	13	26	6			6	98
	Vacant				0				0				0				0	0
	<b>Total:</b>				0				0				0				0	0
Case open	Case open	2		2	4	6	2	1	9		2	2	4	3			3	20
	Case closed		1		1	4	2	3	9		2	1	3	1			1	14
	<b>Change:</b>				0				0				0				0	0
Abatements	Citations	1			1	1			1				0				0	2
	Resolutions				0	1			1				0				0	1
	R.O.W. Signs				0				0				0				0	0
					0				0				0				0	0



## MAYOR & COUNCIL COMMUNICATION

**DATE:** November 4, 2015  
**CONSENT**  
**ITEM #** 9

**AGENDA ITEM:** Approval of Massage Therapy License Renewals

**SUBMITTED BY:** Julie Johnson, City Clerk

**THROUGH:** Clark Schroeder, Interim Administrator

**REVIEWED BY:** Dave Snyder, City Attorney

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**POLICY RECOMMENDER:** City Staff

**SUMMARY AND ACTION REQUESTED:** The City has received four Massage Therapy License Renewal Forms. Staff is requesting approval of three applications: Renew & Recover Massage Therapy, Body & Soul, Inc. and Jennifer Mertes. The fourth application, from Nirvana Massage and Spa, has been reviewed by the City Attorney and the City has granted itself an additional 60 days to consider that application. It is anticipated that the Nirvana application will come before the Council at a later date for consideration.

**LEGISLATIVE HISTORY:** The City of Lake Elmo instituted a city license structure in December of 2012 in order to better regulate the practice of therapeutic massage in Lake Elmo. Licenses are subject to renewal each year.

**RECOMMENDATION:** If removed from consent, staff recommends the following motion:

*“Move to approve Massage Therapy License renewals for Renew & Recover Massage Therapy, Body & Soul and Jennifer Mertes as presented.”*



Print Applicant Name: CRAIG ZORN

**MASSAGE LICENSE RENEWAL FORM**

*This form may be used in place of a full Massage Therapy License Application, for the renewal of a previously issued massage license, ONLY if you are able to answer "No" to all of the following questions. These questions apply to the previous licensing period. If you answer "Yes" to any of the following questions, a full massage license application must be completed.*

(Circle the appropriate response)

- 1. Were there any changes in the name, location, or ownership of the licensed therapist or premises? Yes or No
- 2. Was any employee, owner or officer of the business or corporation, or the business as an entity, charged with a violation of state or local laws regulating the practice of massage, or of any law prohibiting criminal sexual conduct, prostitution, pandering, indecent conduct, or keeping of a disorderly house? Yes or No
- 3. Did any employee, owner or officer of the business or corporation, or the business as an entity, have a similar license denied or revoked by another agency? Yes or No
- 4. Was any employee, owner or officer of the business or corporation, or the business as an entity, charged with any violation of any other law or ordinance related to the operation of the business? Yes or No

By signing below, you are indicating that the answer to questions 1 through 4 is "No". Any inaccurate information contained on this form shall constitute grounds for the non-renewal or revocation of the massage license and potential criminal prosecution.

Craig Zorn  
Applicant Signature

10/6/15  
Date

Subscribed and sworn before me this 6th day of October, 2015

[Signature]  
Notary Public



Print Applicant Name: Renew & Recover Massage Therapy

**MASSAGE LICENSE RENEWAL FORM**

*This form may be used in place of a full Massage Therapy License Application, for the renewal of a previously issued massage license, ONLY if you are able to answer "No" to all of the following questions. These questions apply to the previous licensing period. If you answer "Yes" to any of the following questions, a full massage license application must be completed.*

(Circle the appropriate response)

- 1. Were there any changes in the name, location, or ownership of the licensed therapist or premises? Yes or **No**
  
- 2. Was any employee, owner or officer of the business or corporation, or the business as an entity, charged with a violation of state or local laws regulating the practice of massage, or of any law prohibiting criminal sexual conduct, prostitution, pandering, indecent conduct, or keeping of a disorderly house? Yes or **No**
  
- 3. Did any employee, owner or officer of the business or corporation, or the business as an entity, have a similar license denied or revoked by another agency? Yes or **No**
  
- 4. Was any employee, owner or officer of the business or corporation, or the business as an entity, charged with any violation of any other law or ordinance related to the operation of the business? Yes or **No**

By signing below, you are indicating that the answer to questions 1 through 4 is "No". Any inaccurate information contained on this form shall constitute grounds for the non-renewal or revocation of the massage license and potential criminal prosecution.

[Signature]  
Applicant Signature

10-16-15  
Date

Subscribed and sworn before me this 16 day of October, 2015

[Signature]  
Notary Public





Print Applicant Name: Roxane Fogard

**MASSAGE LICENSE RENEWAL FORM**

*This form may be used in place of a full Massage Therapy License Application, for the renewal of a previously issued massage license, ONLY if you are able to answer "No" to all of the following questions. These questions apply to the previous licensing period. If you answer "Yes" to any of the following questions, a full massage license application must be completed.*

(Circle the appropriate response)

- 1. Were there any changes in the name, location, or ownership of the licensed therapist or premises? Yes or **No**
- 2. Was any employee, owner or officer of the business or corporation, or the business as an entity, charged with a violation of state or local laws regulating the practice of massage, or of any law prohibiting criminal sexual conduct, prostitution, pandering, indecent conduct, or keeping of a disorderly house? Yes or **No**
- 3. Did any employee, owner or officer of the business or corporation, or the business as an entity, have a similar license denied or revoked by another agency? Yes or **No**
- 4. Was any employee, owner or officer of the business or corporation, or the business as an entity, charged with any violation of any other law or ordinance related to the operation of the business? Yes or **No**

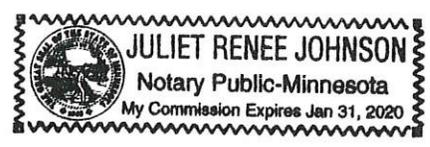
By signing below, you are indicating that the answer to questions 1 through 4 is "No". Any inaccurate information contained on this form shall constitute grounds for the non-renewal or revocation of the massage license and potential criminal prosecution.

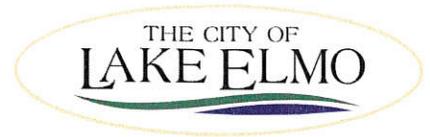
Roxane Fogard  
Applicant Signature

10-28-15  
Date

Subscribed and sworn before me this 28<sup>th</sup> day of October, 2015

[Signature]  
Notary Public





Print Applicant Name: Jennifer L. Mertes

**MASSAGE LICENSE RENEWAL FORM**

*This form may be used in place of a full Massage Therapy License Application, for the renewal of a previously issued massage license, ONLY if you are able to answer "No" to all of the following questions. These questions apply to the previous licensing period. If you answer "Yes" to any of the following questions, a full massage license application must be completed.*

(Circle the appropriate response)

- 1. Were there any changes in the name, location, or ownership of the licensed therapist or premises? Yes or **No**
- 2. Was any employee, owner or officer of the business or corporation, or the business as an entity, charged with a violation of state or local laws regulating the practice of massage, or of any law prohibiting criminal sexual conduct, prostitution, pandering, indecent conduct, or keeping of a disorderly house? Yes or **No**
- 3. Did any employee, owner or officer of the business or corporation, or the business as an entity, have a similar license denied or revoked by another agency? Yes or **No**
- 4. Was any employee, owner or officer of the business or corporation, or the business as an entity, charged with any violation of any other law or ordinance related to the operation of the business? Yes or **No**

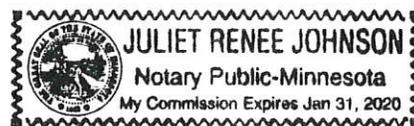
By signing below, you are indicating that the answer to questions 1 through 4 is "No". Any inaccurate information contained on this form shall constitute grounds for the non-renewal or revocation of the massage license and potential criminal prosecution.

Jennifer L. Mertes  
Applicant Signature

10-28-15  
Date

Subscribed and sworn before me this 28<sup>th</sup> day of October, 2015

[Signature]  
Notary Public



# JOHNSON / TURNER

— L E G A L —

October 29, 2015

Craig Zorn  
1315 Greeley Street S., #1  
Stillwater, MN 55082

Nirvana Massage and Spa  
Attn: Craig Zorn  
11240 Stillwater Blvd. N.  
Lake Elmo, MN 55042

Re: Nirvana Massage and Spa Renewal Application

Mr. Zorn:

This letter is to address portions in your Therapeutic Massage License renewal application of October 6, 2015. Pursuant to City Ordinance § 114.15(A), the city issues renewals in a form designated by the issuing authority. The full language of the applicable section is as follows:

Applications for the renewal of an existing license shall be made at least 30 days prior to the date of the expiration of the license and shall be made in such form as the issuing authority requires. If, in the judgment of the issuing authority, good and sufficient cause is shown by an application for the applicant's failure to submit a renewal application before the expiration of the existing license, the issuing authority may, if the other provisions of this chapter are complied with, grant the renewal application.

The form designated by the City is the Massage License Renewal Form, which you filled out and returned to the City on October 6, 2015.

First, your renewal application was made less than 30 days prior to the date of the expiration of your license, which is October 31, 2015. No explanation was given as to why it came late. However, second and more importantly, you answered "yes" to question 2 on the renewal form, which asks "[w]as any employee, owner or officer of the business ... charged with a violation of state or local laws regulating the practice of massage, or of any law prohibiting criminal sexual conduct, prostitution, pandering, indecent conduct, or keeping of a disorderly house." The form, as you are aware, indicates as follows:

Craig Zorn  
Nirvana Massage and Spa  
October 30, 2015  
Page 2

This form may be used in place of a full Massage Therapy License Application, for the renewal of a previously issued massage license, ONLY if you are able to answer **"No"** to all of the following questions. These questions apply to the previous licensing period. If you answer **"Yes"** to any of the following questions, a full massage license application must be completed.

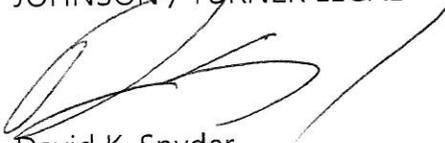
As a result of the "yes" answer, and as designated on the form, you are required to fill out a full massage license application, and cannot use the Massage License Renewal Form.

In the interim, and to the extent you wish to operate Nirvana Massage and Spa at some point in the future, please first complete a full license application pursuant to City Ordinances §§ 114.11 and 114.07, which will be submitted to the City Council after review and investigation by the issuing authority, pursuant to City Ordinance § 114.13.

Finally, it is my understanding that you have attempted to discuss with the City Clerk matters relating to your lawyer. Please direct further communications to our office.

Sincerely,

JOHNSON / TURNER LEGAL



David K. Snyder  
DKS/mah

cc. City Clerk  
Randy Tigue (via U.S. mail and e-mail: [tiguelaw@msn.com](mailto:tiguelaw@msn.com))



October 29, 2015

Craig Zorn  
1315 Greeley Street S., #1  
Stillwater, MN 55082

Nirvana Massage and Spa  
Attn: Craig Zorn  
11240 Stillwater Blvd. N.  
Lake Elmo, MN 55042

Re: Nirvana Massage and Spa Renewal Application

Mr. Zorn,

This letter is to inform you of the City of Lake Elmo's election to extend the timeline under which the final decision on your Massage License renewal application of October 6, 2015 must be made. Pursuant to Minn. Stat. § 15.99 subd. 3(f), the City is granting itself an additional 60 days in order to make a decision.

The reason for such extension is due to the pending criminal charges against one of your employees, which must be fully investigated and reported on in order for the City to make a fully informed decision as to whether Nirvana Massage and Spa has violated City Ordinances and/or State and Federal law and evaluation of a full massage license application.

Sincerely,

A handwritten signature in cursive script, appearing to read "Julie Johnson".

Julie Johnson  
City Clerk  
City of Lake Elmo

cc. City Attorney  
Randall Tigie (via U.S. mail and e-mail: [tiguelaw@msn.com](mailto:tiguelaw@msn.com))



**MAYOR AND COUNCIL COMMUNICATION**

DATE: 11/4/15

**CONSENT**

ITEM #: 10

**AGENDA ITEM:** Request to add Lake Elmo Trails to Washington County CIP

**SUBMITTED BY:** Clark Schroeder

**THROUGH:** Clark Schroeder

**REVIEWED BY:** **Shane Weis**

**SUGGESTED ORDER OF BUSINESS:**

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

**PUBLIC POLICY STATEMENT MOVE TO ASK WASHINGTON COUNTY TO ADD LAKE ELMO TRAILS TO THEIR 2016-2020 CIP**

**SUMMARY AND ACTION REQUESTED:** Lake Elmo Parks commission is requesting that a proposed Trail along County 14 be added to the 2016-2020 Washington County CIP.

**BACKGROUND AND STAFF REPORT:** Washington County will be developing a Master Plan for a North-South trail that would go from I-94 to Highway 36. This is a leg of the north south trail eventually leading from Cottage Grove to Big Marine Park. It has yet to be determined where that trail would be within Lake Elmo. It could be on Manning, along Lake Elmo Ave, or through the Lake Elmo Park Preserve. They will be bringing on a consultant to analyze the different routes and present to the County where they should put in a N/S route. There has been discussion at the city level of advocating for an east-west route along the new County Road 14. This trail could connect Oakdale to a north trail going up to Stillwater. Any decision on an E/W trail would need to wait until the N/S route has been determined and adopted by the county. Supplement trails can only be analyzed after the N/S route has been nailed down as these trails would feed into it. The master plan process should begin in the spring of 2016. The city of Lake Elmo is requesting that Washington County add an east-west trail to their 2016-2020 CIP in order to help citizens of Washington County traverse across the county

Following is the notice from the County for accepting public comments concerning their 2016-2020 CIP.

As part of its annual budget process, Washington County prepares a five-year Capital Improvement Plan (CIP). The CIP includes the county’s tentative plans for roads, bridges, parks, land, trails, and public facilities. The first year of this plan will be included in the

county's 2016 budget. The "out-years" reflect projected needs and estimated costs, which may change based on future priorities and funding opportunities. For instance, while there are projects included within the CIP reflecting bond proceeds as a possible funding source, the County Board has not yet determined a formal bonding plan. Projects will be reevaluated at the appropriate time, and may change based on the outcomes of an approved bonding plan. Projects that were budgeted in 2015, or prior to, and are not yet completed, are not reflected in the draft 2016-2020 CIP. Funding for these projects have been set aside, and therefore, aren't reflected in future years' CIP documents.

To review this year's CIP document, please click on the following link:

[Washington County DRAFT 2016-2019 CIP](#)

**Comments must be received by November 20<sup>th</sup>, 2015 to be considered when developing the final CIP. A public hearing will also be held on December 15, 2015 prior to adopting the final document**

**RECOMMENDATION:** *If removed from the consent agenda*

*“Move to direct Washington County to add an East-West trail within Lake Elmo to their 2016-2020 CIP”*

**ATTACHMENT(S):**



**MAYOR AND COUNCIL COMMUNICATION**

DATE: 11/4/15

**CONSENT**

ITEM #: 11

**AGENDA ITEM:** Reassignment of Inwood development contract

**SUBMITTED BY:** Clark Schroeder

**THROUGH:** Clark Schroeder

**REVIEWED BY:** **Dave Snyder**

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**SUGGESTED ORDER OF BUSINESS:**

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

**PUBLIC POLICY STATEMENT: NO POLICY BEING DECIDED**

**SUMMARY AND ACTION REQUESTED:** Hans Hagen Homes, Inc., a Minnesota corporation (“Hagen”) is the developer under that certain Development Contract dated June 9, 2015 by and between the City of Lake Elmo, a Minnesota municipal corporation (the “City”) and Hagen (the “Public Sewer and Water Contract”), and that certain Development Contract by and between the City and Hagen (the “Site Grading Contract”, and collectively with the Public Sewer and Water Contract, the “Development Contracts”), both of which relate to the development of certain real property located in the County of Washington, State of Minnesota, and as more particularly described in the Development Contracts. Hagen is considering the transfer and sale of substantially all of its assets (the “Asset Sale”), including its rights under the Development Contracts, to M/I Homes of Minneapolis/St. Paul, LLC, a Delaware limited liability company (“M/I”), which is an affiliate of M/I Homes, Inc., a public homebuilding company.

**BACKGROUND AND STAFF REPORT:**

With the reassignment there needs to be a determination of cash escrow that would transfer in this sale from Hans Hagen to M/I homes. Due to the limited amount of time to prepare this document staff have not completed the exact amount which will be left to transfer. This amount will be filled in after consulting with Planning, Finance, and Engineering.

**RECOMMENDATION:**

*Staff recommends the City Council ... take the following action / with the following motion:*

***“Move to reassign development contracts from Hans Hagen Homes to M/L Homes, LLC.”***

**ATTACHMENT(S):** *Reassignment contract and Letter from Hans Hagen Home*

# Hans Hagen Homes

October 30, 2015

Dear Honorable Mayor and City Council

As Hans Hagen Homes completes our 50<sup>th</sup> year in business, we have started plans for the next 50 years. As part of this plan, we decided to look for a larger company that we could join that has our reputation, ethics and dedication to customers.

We have found that company and we are excited to join forces with M/I Homes. Since 1976, M/I Homes have operated with our same high standards. Based in Columbus, Ohio, M/I has delivered more than 90,000 homes in 40 years and grown from a family company to a national leader in a single generation.

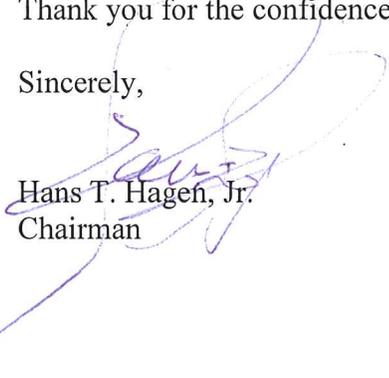
You are unlikely to notice any change as we pass the baton to M/I Homes. We will be building the same homes, same neighborhood design, with the same people. Most importantly, we will move forward with the same values, integrity, and ethical standards.

The InWood neighborhood plans will remain unchanged. As a matter of fact, by adding the resources and strength of M/I Homes, we are confident that this neighborhood will be better than ever.

If you have any questions, please feel free to contact John Rask at 763-586-7202. John will continue to be involved in all aspects of the InWood neighborhood.

Thank you for the confidence you have place in us and your continued support.

Sincerely,



Hans T. Hagen, Jr.  
Chairman

**CONSENT AND ESTOPPEL REGARDING DEVELOPMENT CONTRACTS  
INWOOD**

Hans Hagen Homes, Inc., a Minnesota corporation (“Hagen”) is the developer under that certain Development Contract dated June 9, 2015 by and between the City of Lake Elmo, a Minnesota municipal corporation (the “City”) and Hagen (the “Public Sewer and Water Contract”), and that certain Development Contract dated \_\_\_\_\_, 2015 by and between the City and Hagen (the “Site Grading Contract”, and collectively with the Public Sewer and Water Contract, the “Development Contracts”), both of which relate to the development of certain real property located in the County of Washington, State of Minnesota, and as more particularly described in the Development Contracts. Hagen is considering the transfer and sale of substantially all of its assets (the “Asset Sale”), including its rights under the Development Contracts, to M/I Homes of Minneapolis/St. Paul, LLC, a Delaware limited liability company (“M/I”), which is an affiliate of M/I Homes, Inc., a public homebuilding company. By its execution of this Consent and Estoppel Regarding Development Contracts (“Estoppel”), the City hereby represents, warrants, consents, and agrees to the following:

1. The Development Contracts are presently in full force and effect according to their terms.
2. As of the date of this Estoppel, the cash escrows held by the City pursuant to the terms of the Development Contracts are as follows:
  - a. \$ \_\_\_\_\_ for the Public Sewer and Water Contract; and
  - b. \$ \_\_\_\_\_ for the Site Grading Contract.
3. To the actual knowledge of the City, and with no duty of the City to investigate or make further inquiries, Hagen is not in default under the Development Contracts nor has any event occurred that with the giving of notice or passage of time would constitute a default under the Development Contracts.
4. Upon closing of the Asset Sale, and in consideration of M/I’s assumption of Hagen’s obligations under the Development Contracts to be performed after the Asset Sale, the City (i) consents to the assignment of the Development Contracts, and (ii) agrees that M/I may enjoy the rights, benefits and obligations of Hagen under the Development Contracts.
5. The individuals signing below are duly authorized to sign this Estoppel on behalf of the City.

[Signature Page to Follow]

CITY OF LAKE ELMO,  
a Minnesota municipal corporation:

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Date: \_\_\_\_\_



# MAYOR & COUNCIL COMMUNICATION

**DATE:** November 4, 2015  
**REGULAR**  
**ITEM** 12

**AGENDA ITEM:** 2016 Street, Drainage & Utility Improvements – Public Improvement Hearing; Resolution Ordering the Improvement and the Preparation of Plans and Specifications; Motion to Approve Engineering Design and Construction Support Services Contract

**SUBMITTED BY:** Ryan Stempski, Project Engineer

**THROUGH:** Clark Schroeder, Interim City Administrator

**REVIEWED BY:** Julie Johnson, City Clerk  
Cathy Bendel, Finance Director  
Jack Griffin, City Engineer

**SUGGESTED ORDER OF BUSINESS:**

- Introduction of Item ..... City Engineer
- Report/Presentation.....Project Engineer
- Questions from Council to Staff ..... Mayor Facilitates
- Open Public Improvement Hearing; Public Input ..... Mayor Facilitates
- Call for Motion ..... Mayor & City Council
- Discussion ..... Mayor & City Council
- Action on Motion..... Mayor Facilitates

**POLICY RECOMMENDER:** Engineering.

**FISCAL IMPACT:** Cost for preparation of plans and specifications and bidding services to be presented at the City Council Meeting.

The 2016 Street, Drainage and Utility Improvements is an estimated \$1,409,000 infrastructure project that will be partially assessed against the benefitting properties consistent with the City’s Special Assessment Policy. The project is funded through the issuance of general obligation bonds and special assessments.

Ordering the Improvements and authorizing the preparation of plans and specifications commits the City to incur the engineering costs necessary to complete detailed design and receive

contractor bids to ready the project for construction in 2016. The council will be asked to award a contract for construction in April 2016, at which time the City would be asked to commit to the remaining project costs.

**SUMMARY AND ACTION REQUESTED:**

The City Council is respectfully requested to open the Public Improvement Hearing for the 2016 Street, Drainage and Utility Improvements; and following the Hearing, consider adopting Resolution No. 2015-XX Ordering the Improvement and the Preparation of Plans and Specifications; and awarding a Professional Engineering Design and Construction Support Services Contract. The recommended motions for these actions are as follows:

*“Move to adopt Resolution No. 2015-82 Ordering the 2016 Street, Drainage and Utility Improvements and the Preparation of Plans and Specifications.”*

*and*

*“Move to approve a Professional Engineering Design and Construction Support Services Contract as recommended by the City Engineer.”*

**LEGISLATIVE HISTORY/BACKGROUND INFORMATION:**

Pursuant to Minnesota Statutes, Section 429.011 to 429.111, a Public Improvement Hearing was noticed for November 4, 2015, to consider making the following improvements:

- Reconstruction of Kirkwood Avenue N from 50<sup>th</sup> Street to the north cul-de-sac. The improvement includes a new bituminous surface along an existing gravel roadway.
- Reconstruction of Kelvin Avenue N from Old TH 5 to the north cul-de-sac. The report also recommends improvements to convert a private drive serving 8 residential properties to a public street.
- Resurfacing the streets through a street reclaim within the Stonegate 1<sup>st</sup> Addition, including 9<sup>th</sup> Street N, Jasmine Avenue Place N, and Jasmine Avenue N from 10<sup>th</sup> Street to Julep Avenue.
- 12-inch trunk watermain to be extended along Kelvin Avenue N from Kelvin Court to Stillwater Lane. Based upon receipt of a property owner petitions, extension of 6-inch and 8-inch lateral watermain is considered off of Kelvin Avenue N.

The attached notice was published in the official newspaper and individual notifications were sent to each address that will be wholly or partially assessed for the improvements.

The street improvements proposed in 2016 were identified in the City’s 5-Year Street Capital Improvement Program. Trunk watermain is to be extended along Kelvin Avenue N per the City’s 2030 Comprehensive Water System Plan. The City is also responding to petitions for municipal water in the Kelvin Avenue area. The feasibility report was adopted by the City Council on October 6, 2015. The report identifies the necessary improvements, the estimated project costs, the assessment methodology and preliminary assessment amounts to be levied against properties adjacent to and benefitting from the improvements.

The improvements will be funded partially through assessments against the benefitting properties consistent with the City's Special Assessment Policy. Assessments for street improvements are levied over 10 years. Assessments for watermain improvements are levied over 15 years. On October 27, 2015 a property owner meeting was held for each neighborhood to review the proposed scope of improvements and answer questions from property owners.

To complete the engineering design, the City Engineer prepared and sent out a Request for Proposal (RFP) for the Engineering Support Services that included topographic survey, the preparation of plans and specifications; plan printing, distribution and bidding services; construction administration support to the City Engineer, and construction staking. FOCUS Engineering will provide resident and council communication, conduct public meetings, project management, coordinate the project permitting, and will provide construction administration services for the project. FOCUS will also oversee the project design standards and documents to be incorporated with the project plans and specifications. Construction observation services will be retained at a later date once the project has been bid and awarded for construction.

The RFP was sent to four firms from the City's Engineering Consultant Pool, including Bolton and Menk, MSA, SEH, and TKDA. Proposals will be received on October 30, 2015 and will be reviewed and ranked on the following basis:

- Project Team Qualifications with a focus on a Project Manager capable of leading and delivering a street and utility improvement project.
- Demonstrated understanding and experience with the project and understanding of the critical success factors.
- Understanding the scope of work and roles and responsibilities of the Consultant.
- Collaboration of skills and responsiveness demonstrated during the RFP submittal process and:
- Engineering Fees, indicating a detailed breakdown that is consistent with the Consultant's written proposal and the needs for delivery of a successful project.

A presentation of the results and recommendation of a consultant will be provided at the Meeting.

**RECOMMENDATION:**

Staff is recommending that the City Council adopt Resolution No. 2015-82 Ordering the Improvements and the Preparation of Plans and Specifications for the 2016 Street, Drainage and Utility Improvements. The recommended motion for this action is as follows:

***“Move to adopt Resolution No. 2015-82 Ordering the Street, Drainage and Utility Improvements and the Preparation of Plans and Specifications.”***

Staff is also recommending that the City Council award a Professional Engineering Design and Construction Support Services Contract for the 2016 Street, Drainage and Utility Improvements. The recommended motion for this action is as follows:

***“Move to approve a Professional Engineering Design and Construction Support Services Contract as recommended by the City Engineer.”***

**ATTACHMENT(S):**

1. Resolution 2015-82 Ordering the Improvements and Preparation of Plans and Specifications.
2. Notice of Hearing on Improvement.
3. Preliminary Assessment Roll.
4. Location Map.
5. Project Schedule.

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

**RESOLUTION NO. 2015-82**

**A RESOLUTION ORDERING THE IMPROVEMENT AND PREPARATION OF PLANS AND SPECIFICATIONS FOR THE 2016 STREET, DRAINAGE & UTILITY IMPROVEMENTS**

**WHEREAS**, pursuant a resolution of the city council adopted the 6<sup>th</sup> day of October, 2015, the council ordered a hearing on Improvement for the 2016 Street, Drainage and Utility Improvements; and

**WHEREAS**, ten days' mailed notice and two weeks published notice of the hearing was given, and the hearing was held thereon on the 4<sup>th</sup> day of November, 2015, at which all persons desiring to be heard were given the opportunity to be heard thereon; and

**WHEREAS**, the feasibility report prepared by FOCUS Engineering, Inc., and dated September 2015 states that the project is necessary, cost-effective, and feasible.

**NOW, THEREFORE, BE IT RESOLVED,**

1. Such improvement is deemed necessary, cost-effective, and feasible as detailed in the Feasibility Report dated September 2015.
2. Such improvement is hereby ordered as proposed in the council resolution adopted this 4<sup>th</sup> day of November, 2015.
3. The city council declares its official intent to reimburse itself for the costs of the improvement from the proceeds of tax exempt bonds.
4. The city engineer is hereby designated as the engineer for making this improvement. The engineer, and his consultants, shall oversee the preparation of the Plans and Specifications for the making of such improvement.
5. The city engineer shall retain the services of a consulting engineering firm to assist, where needed, to prepare Plans and Specifications for the making of such improvement and to assist the city engineer during the construction phase of the improvement as requested.

**ADOPTED BY THE LAKE ELMO CITY COUNCIL ON THE FOURTH DAY OF NOVEMBER, 2015.**

**CITY OF LAKE ELMO**

By: \_\_\_\_\_  
Mike Pearson  
Mayor

(Seal)  
ATTEST:

\_\_\_\_\_  
Julie Johnson  
City Clerk

CITY OF LAKE ELMO  
**REVISED NOTICE OF HEARING ON IMPROVEMENT**  
2016 STREET, DRAINAGE AND UTILITY IMPROVEMENTS

Notice is hereby given that the City Council of Lake Elmo will meet in the council chambers of the city hall at or approximately after 7:00 P.M. on **Wednesday, November 4, 2015**, to consider the making of the following improvements, pursuant to Minnesota Statutes, Sections 429.011 to 429.111;

The street improvements include: (1) Reconstruction of Kirkwood Avenue North from 50<sup>th</sup> Street North to the north cul-de-sac with a new bituminous surface; (2) Reconstruction of Kelvin Avenue North from Old TH 5 to the north cul-de-sac. (3) Resurfacing the street through a street reclaim within the Stonegate 1st Addition consisting of 9<sup>th</sup> Street North; Jasmine Avenue Place North; and Jasmine Avenue North from 10<sup>th</sup> Street (CSAH 10) to Julep Avenue North.

The associated watermain improvements may also include the extension of municipal water service along Kelvin Avenue North.

The area proposed to be assessed for the street improvements include the properties directly abutting and accessing the proposed streets along Kirkwood Avenue North, Kelvin Avenue North, 9<sup>th</sup> Street North, Jasmine Avenue Place North, and Jasmine Avenue North from 10<sup>th</sup> Street (CSAH 10) to Julep Avenue North. The area proposed to be assessed for the watermain improvements include the properties proposed to receive new water service along Kelvin Avenue North.

The estimated total cost of the street improvements is \$1,195,000 and the estimated total cost of the watermain improvements is \$214,000. A reasonable estimate of the impact of the assessment will be available at the hearing. Such persons as desiring to be heard with reference to the proposed improvements will be heard at this meeting.

**DATED: ~~October 6, 2015~~ October 21, 2015**

**BY ORDER OF THE LAKE ELMO CITY COUNCIL**

**Mike Pearson, Mayor**

*(Published in the Oakdale Lake Elmo Review on October 14, 2015 and October 21, 2015)*

*(Published in the St. Paul Pioneer Press on October 22, 2015 and October 29, 2015)*

PRELIMINARY PROJECT SCHEDULE  
CITY OF LAKE ELMO

**FOCUS** ENGINEERING, inc.

Cara Geheren, P.E. 651.300.4261  
Jack Griffin, P.E. 651.300.4264  
Ryan Stempksi, P.E. 651.300.4267  
Chad Isakson, P.E. 651.300.4283

2016 STREET, DRAINAGE AND UTILITY IMPROVEMENTS  
PROJECT NO. 2015.129

*OCTOBER 2015*

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August 4, 2015	Council authorizes Feasibility Report.
October 6, 2015	Presentation of Feasibility Report. Council accepts Report and calls Hearing.
November 4, 2015	Public Improvement Hearing. Council orders preparation of Plans and Specifications.
February 16, 2016	Council approves Plans and Specifications and orders Advertisement for Bids.
March 17, 2016	Receive Contractor Bids.
April 5, 2016	Council accepts Bids and awards Contract.
May 2, 2016	Conduct Pre-Construction Meeting and issue Notice to Proceed.
August 12, 2016	Substantial Completion.
September 30, 2016	Final Completion.

STREET IMPROVEMENTS  
KIRKWOOD AVENUE NORTH  
PRELIMINARY ASSESSMENT ROLL

<b>NO.</b>	<b>NAME</b>	<b>ADDRESS</b>				<b>PID</b>	<b>AMOUNT</b>
1	MANZARA ANTHONY P & SARAH E	5050	KIRKWOOD	AVE N	LAKE ELMO	55042 0202921430002	\$ 13,800.00
2	HECTOR WAYNE M & KAREN K SCHNEIDER	5110	KIRKWOOD	AVE N	LAKE ELMO	55042 0202921430003	\$ 13,800.00
3	THOMPSON CARMEN M & ROBBI	5170	KIRKWOOD	AVE N	LAKE ELMO	55042 0202921430004	\$ 13,800.00
4	KRISTENSON ALLAN J & JACQUEL	5230	KIRKWOOD	AVE N	LAKE ELMO	55042 0202921430005	\$ 13,800.00
5	HESSE RICHARD D & ROSALIE M	5235	KIRKWOOD	AVE N	LAKE ELMO	55042 0202921420001	\$ 55,200.00
6	BASARA DOUGLAS J & ELIZABETH J	5300	KIRKWOOD	AVE N	LAKE ELMO	55042 0202921420002	\$ 13,800.00
7	LAATSCH JOHN M & MARY CANE LAATSCH	5760	KIRKWOOD	AVE N	LAKE ELMO	55042 0202921420003	\$ 13,800.00
						TOTAL	\$ 138,000.00

STREET IMPROVEMENTS  
 KELVIN AVENUE NORTH  
 PRELIMINARY ASSESSMENT ROLL

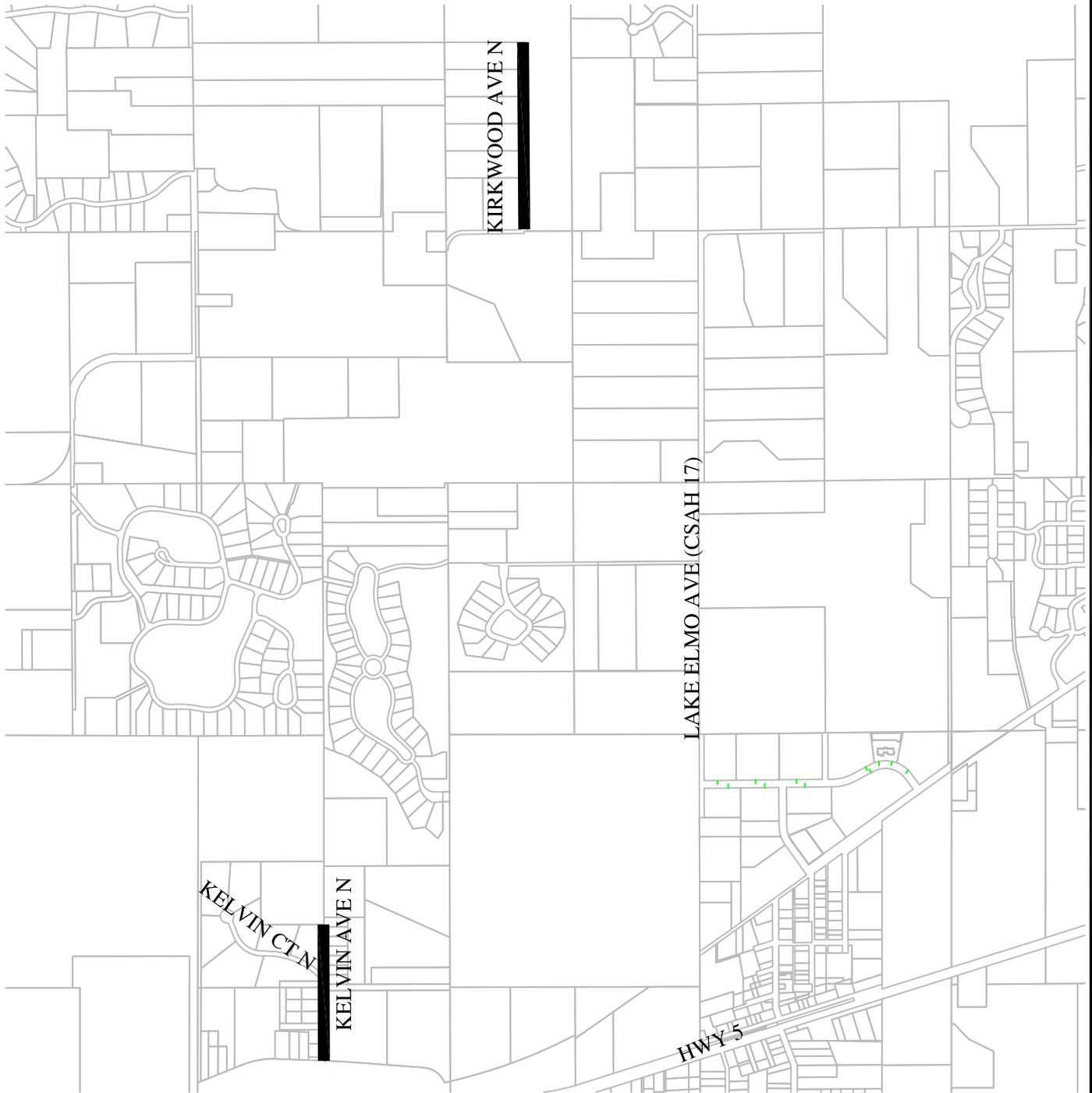
NO.	NAME	ADDRESS	PID	AMOUNT
1	COMMON GROUND CHURCH	10240 STILLWATER BLVD N LAKE ELMO	55042 1402921320024	\$ 13,400.00
2	FRENIER ANTOINE & ANDREA MEYER	10240 STILLWATER LN N LAKE ELMO	55042 1402921320016	\$ 5,200.00
3	HEDQUIST RICHARD A & PATRICI	3440 KELVIN AVE N LAKE ELMO	55042 1402921320014	\$ 5,200.00
4	CHRISTENSEN CYN DIE	3464 KELVIN AVE N LAKE ELMO	55042 1402921320013	\$ 5,200.00
5	ROGERS WILLIAM J & JUDY D	3490 KELVIN AVE N LAKE ELMO	55042 1402921320012	\$ 5,200.00
6	DONNA R HARSTAD TRS	3503 KELVIN AVE N LAKE ELMO	55042 1402921240002	\$ 5,200.00
7	DONNA R HARSTAD TRS	3503 KELVIN AVE N LAKE ELMO	55042 1402921240006	\$ 5,200.00
8	CHAVEZ JOSE & JOAN S	3505 KELVIN AVE N LAKE ELMO	55042 1402921240005	\$ 5,200.00
9	LINDER ALVERT R & JUDITH A	3508 KELVIN AVE N LAKE ELMO	55042 1402921320019	\$ 5,200.00
10	SCHILTGREN ROBERT J TRS & MARY J HOGAN-SCHILTGREN TR	3509 KELVIN AVE N LAKE ELMO	55042 1402921240011	\$ 5,200.00
11	PAULSON DONALD V & PHYLLIS K	3533 KELVIN AVE N LAKE ELMO	55042 1402921240007	\$ 5,200.00
12	KASK EARLE L & FREYA L	3551 KELVIN AVE N LAKE ELMO	55042 1402921240009	\$ 5,200.00
13	LOOS DAVID S & WENDY	3567 KELVIN AVE N LAKE ELMO	55042 1402921240010	\$ 5,200.00
14	BUCHHOLTZ THEODORE & EDNA S	3597 KELVIN AVE N LAKE ELMO	55042 1402921240008	\$ 5,200.00
15	CURRAN PATRICK A & DIANE J	3607 KELVIN AVE N LAKE ELMO	55042 1402921240012	\$ 5,200.00
16	CURRAN PATRICK A & DIANE J	3607 KELVIN AVE N LAKE ELMO	55042 1402921240013	\$ 5,200.00
17	FRIEDERICH WILLIAM & CHRISTIN	3691 KELVIN AVE N LAKE ELMO	55042 1402921230003	\$ 5,200.00
18	BEAUBIEN JEANNE M	3681 KELVIN AVE N LAKE ELMO	55042 1402921240003	\$ 5,200.00
TOTAL				\$ 101,800.00

WATERMAIN IMPROVEMENTS  
 KELVIN AVENUE NORTH  
 PRELIMINARY ASSESSMENT ROLL

NO.	NAME	ADDRESS				PID	AMOUNT
1	COMMON GROUND CHURCH	10240	STILLWATER	BLVD N	LAKE ELMO	55042 1402921320024	\$ 11,600.00
2	FRENIER ANTOINE & ANDREA MEYER	10240	STILLWATER	LN N	LAKE ELMO	55042 1402921320016	\$ 5,800.00
3	HEDQUIST RICHARD A & PATRICI	3440	KELVIN	AVE N	LAKE ELMO	55042 1402921320014	\$ 5,800.00
4	CHRISTENSEN CYNDIE	3464	KELVIN	AVE N	LAKE ELMO	55042 1402921320013	\$ 5,800.00
5	ROGERS WILLIAM J & JUDY D	3490	KELVIN	AVE N	LAKE ELMO	55042 1402921320012	\$ 5,800.00
6	LINDER ALVERT R & JUDITH A	3508	KELVIN	AVE N	LAKE ELMO	55042 1402921320019	\$ 5,800.00
7	SCHILTGREN ROBERT J TRS & MARY J HOGAN-SCHILTGREN TR	3509	KELVIN	AVE N	LAKE ELMO	55042 1402921240011	\$ 5,800.00
8	PAULSON DONALD V & PHYLLIS K	3533	KELVIN	AVE N	LAKE ELMO	55042 1402921240007	\$ 12,000.00
9	KASK EARLE L & FREYA L	3551	KELVIN	AVE N	LAKE ELMO	55042 1402921240009	\$ 12,000.00
10	LOOS DAVID S & WENDY	3567	KELVIN	AVE N	LAKE ELMO	55042 1402921240010	\$ 12,000.00
11	BUCHHOLTZ THEODORE & EDNA S	3597	KELVIN	AVE N	LAKE ELMO	55042 1402921240008	\$ 12,000.00
12	CURRAN PATRICK A & DIANE J	3607	KELVIN	AVE N	LAKE ELMO	55042 1402921240012	\$ 12,000.00
13	DONNA R HARSTAD TRS	3503	KELVIN	AVE N	LAKE ELMO	55042 1402921240002	\$ 24,500.00
14	CHAVEZ JOSE & JOAN S	3505	KELVIN	AVE N	LAKE ELMO	55042 1402921240005	\$ 24,500.00
						TOTAL	\$ 155,400.00

STREET IMPROVEMENTS  
 STONEGATE 1ST ADDITION  
 PRELIMINARY ASSESSMENT ROLL

NO.	NAME	ADDRESS	PID	AMOUNT
1	MONTEITH CURTIS & DEBRA	331 JULEP AVE N LAKE ELMO	55042 3402921230012	\$ 6,000.00
2	BETZ DOUG M & AMY M	371 JULEP AVE N LAKE ELMO	55042 3402921230013	\$ 6,000.00
3	CITY OF LAKE ELMO	750 JASMINE AVE N LAKE ELMO	55042 3402921230002	\$ 6,000.00
4	HOHENWALD MARK	755 JASMINE AVE N LAKE ELMO	55042 3402921230010	\$ 6,000.00
5	YANG KAY	770 JASMINE AVE N LAKE ELMO	55042 3402921230005	\$ 6,000.00
6	PETERS PAMELA J	785 JASMINE AVE N LAKE ELMO	55042 3402921230009	\$ 6,000.00
7	WALLRICH TIMOTHY W & MARILEE A	790 JASMINE AVE N LAKE ELMO	55042 3402921230016	\$ 6,000.00
8	HENDERSON RANDALL T & GLORIA A	820 JASMINE AVE N LAKE ELMO	55042 3402921230015	\$ 6,000.00
9	INTIHAR KEVIN & WINDY	829 JASMINE AVE N LAKE ELMO	55042 3402921230006	\$ 6,000.00
10	LANCETTE MICHAEL & KATHLEEN	832 JASMINE AVE N LAKE ELMO	55042 3402921220010	\$ 6,000.00
11	BONFE ANTHONY W & MARY E	854 JASMINE AVE N LAKE ELMO	55042 3402921220009	\$ 6,000.00
12	SKARDA JAMES R & PATRICIA L	868 JASMINE AVE N LAKE ELMO	55042 3402921220008	\$ 6,000.00
13	JADER GARY C & RICHELLE M	974 JASMINE AVE N LAKE ELMO	55042 3402921220001	\$ 6,000.00
14	JOHNSON GEORGE N & MARY JAN	867 JASMINE AVE PL N LAKE ELMO	55042 3402921220011	\$ 6,000.00
15	LARSON SEAN D & LINDA M	871 JASMINE AVE PL N LAKE ELMO	55042 3402921230007	\$ 6,000.00
16	BRUNO BENJAMIN J	873 JASMINE AVE PL N LAKE ELMO	55042 3402921230008	\$ 6,000.00
17	JOHN M & KRISTINA W HEILI TRS	875 JASMINE AVE PL N LAKE ELMO	55042 3402921240002	\$ 6,000.00
18	FITZGERALD THOMAS & MARY	877 JASMINE AVE PL N LAKE ELMO	55042 3402921240001	\$ 6,000.00
19	OLSON ROBBI J & JILL M	881 JASMINE AVE PL N LAKE ELMO	55042 3402921210003	\$ 6,000.00
20	IH2 PROPERTY ILLINOIS LP	883 JASMINE AVE PL N LAKE ELMO	55042 3402921210010	\$ 6,000.00
21	LEARN JAMES W JR & JOAN E	887 JASMINE AVE PL N LAKE ELMO	55042 3402921210009	\$ 6,000.00
22	SHERRITT BRUCE C & MICHELLE M	9023 9TH ST N LAKE ELMO	55042 3402921220004	\$ 6,000.00
23	STADICK DANIEL P & JEANNE M	9034 9TH ST N LAKE ELMO	55042 3402921220003	\$ 6,000.00
24	MILNAR GREGORY B & BEVERLY B	9073 9TH ST N LAKE ELMO	55042 3402921220005	\$ 6,000.00
25	CHENGSENGPASEUTHAR MAIXI	9106 9TH ST N LAKE ELMO	55042 3402921220002	\$ 6,000.00
26	NELSON DAVID M & MARYBETH H	9123 9TH ST N LAKE ELMO	55042 3402921220006	\$ 6,000.00
27	TAYLOR KRISTINA J	9179 9TH ST N LAKE ELMO	55042 3402921220007	\$ 6,000.00
28	MONICO GINO A & PEGGI A	9251 9TH ST N LAKE ELMO	55042 3402921210008	\$ 6,000.00
29	ISRAELSON RONALD J & COLLEEN A	9314 9TH ST N LAKE ELMO	55042 3402921210004	\$ 6,000.00
30	SMORCH TERRANCE M & CAROL K	9323 9TH ST N LAKE ELMO	55042 3402921210007	\$ 6,000.00
31	HOMMERDING JACOB G & AUTUMN P	9386 9TH ST N LAKE ELMO	55042 3402921210005	\$ 6,000.00
32	MEYER DALE J & GERNES-MEYER & BERNIECE L GERNES-ME	9391 9TH ST N LAKE ELMO	55042 3402921210006	\$ 6,000.00
33	MOREY DARRELL W & CHARLOTTE	2749 HENSLOW AVE OAKDALE	55128 3402921220012	\$ 6,000.00
TOTAL				\$ 198,000.00



**LEGEND**

 2016 STREET IMPROVEMENTS

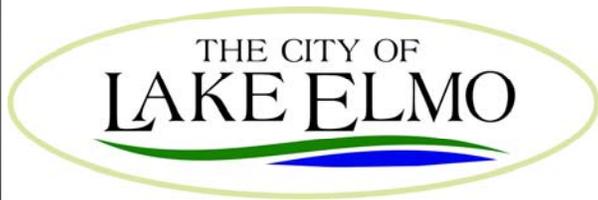


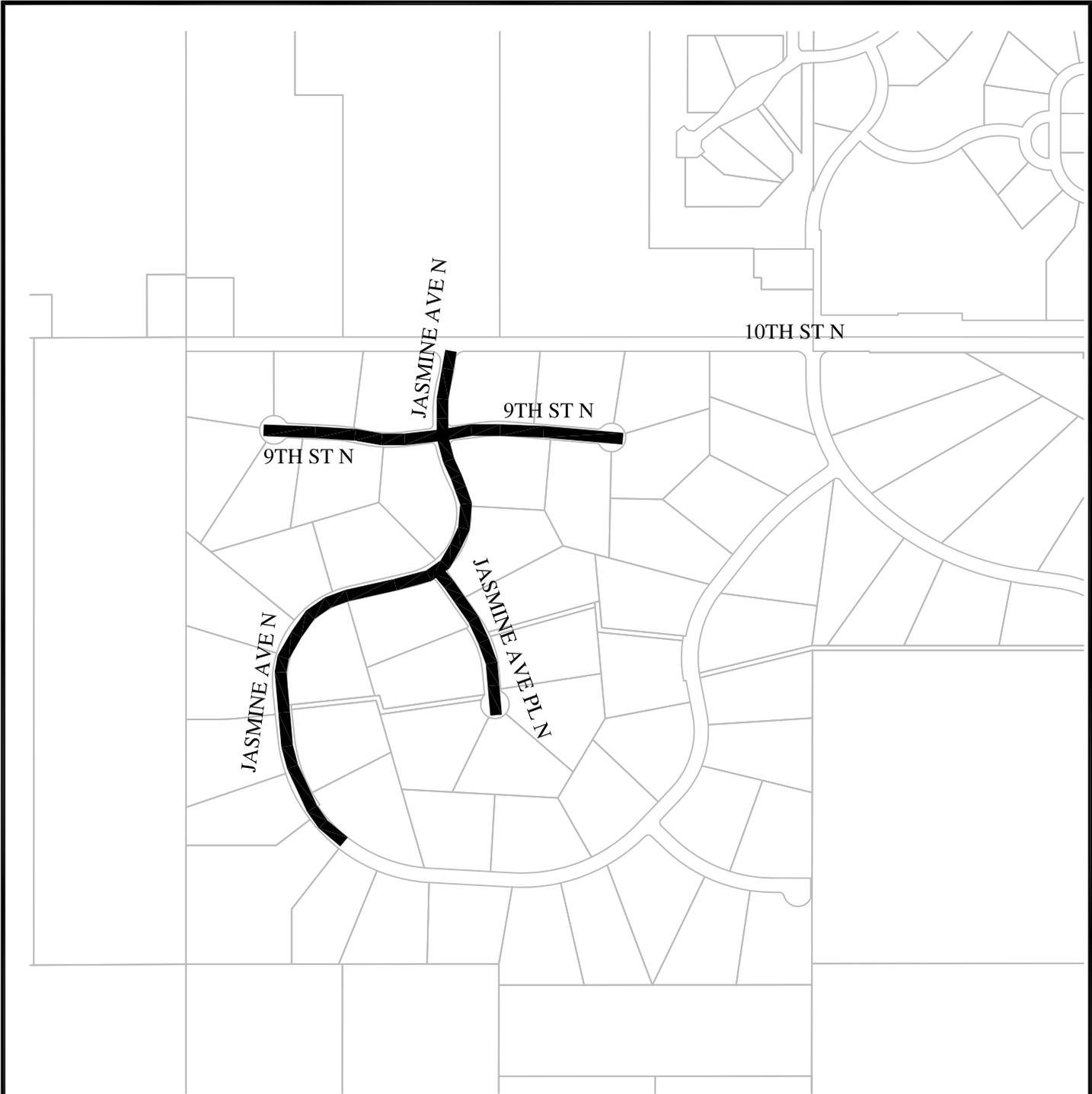
FIGURE NO. 1

**LOCATION MAP**

KIRKWOOD AVENUE NORTH &  
KELVIN AVENUE NORTH

**FOCUS**  
ENGINEERING

2016 STREET IMPROVEMENTS  
PROJECT NO. 2015.129  
SEPTEMBER, 2015



**LEGEND**

 2016 STREET IMPROVEMENTS



FIGURE NO. 2

**LOCATION MAP**

STONEGATE 1ST ADDITION

**FOCUS**  
ENGINEERING

2016 STREET IMPROVEMENTS  
PROJECT NO. 2015.129  
SEPTEMBER, 2015