



NOTICE OF MEETING
City Council Meeting
Tuesday, April 7, 2015 7:00 P.M.
City of Lake Elmo | 3800 Laverne Avenue North
Agenda

- A. Call to Order**
- B. Pledge of Allegiance**
- C. Roll Call**
- D. Order of Business**
- E. Approval of Agenda**
- F. Accept Minutes**
 - 1a. Approve March 10, 2015 Special City Council Meeting Minutes
 - 1b. Approve March 17, 2015 City Council Meeting Minutes
- G. Council Reports**
- H. Presentations/Public Comments/Inquiries**
- I. Proclamation – National Library Week Proclamation**
- J. Finance Consent Agenda**
 - 2. Approve Payment of Disbursements and Payroll
 - 3. Accept Building Report dated February 28, 2015
 - 4. Approval for 2015 Tax abatement; ***Resolution No. 2015-26***
- K. Other Consent Agenda**
 - 5. LMCIT Waiver Form
 - 6. Workshop Date Change
 - 7. Order Abatement Action – 8085 Hill Trail North; ***Resolution No. 2015-21***
 - 8. Approve Encroachment Agreement – 859 Julep Avenue North
 - 9. Zoning Map Amendment – General Amendments, ***Ordinance 08-117***
 - 10. Easton Village Developer Agreement
- L. Regular Agenda**
 - 11. Elmo Liquor Inc- New Intoxicating Liquor License; ***Public Hearing***
 - 12. Eagle Point Boulevard Street Improvements – Improvement Hearing; Order Plans and Specifications; ***Public Hearing; Resolution No. 2015-22***
 - 13. Boulder Ponds Zoning Map Amendment, Final Plat and Final PUD Plan; ***Resolution No. 2015-23, Ordinance 08-118***
 - 14. Wildflower Preliminary Plat; ***Resolution No. 2015-24***
 - 15. 39th Street: Street and Sanitary Sewer Improvements –Change Order No. 4.
 - 16. Discussion of City Hall Water Solution – *Lundgren Request*
 - 17. Council Driven Workshop - *Lundgren Request (no memo)*
 - 18. Boulder Ponds Developer Agreement; ***Resolution No. 2015-25***
 - 19. Third Party Review of Finances Discussion - *Bloyer Request (no memo)*
- M. Staff Reports and Announcements**
- N. Executive Session to Discuss Employment Matter**
- O. Adjourn**

CITY OF LAKE ELMO

NATIONAL LIBRARY WEEK 2015 PROCLAMATION

WHEREAS, libraries create potential and possibilities within their communities, campuses and schools;

WHEREAS; libraries level the playing field for all who seek information and access to technologies;

WHEREAS, libraries continuously grow and evolve in how they provide for the needs of every member of their communities;

WHEREAS, libraries and librarians open up a world of possibilities through innovative programming, job-seeking resources and the power of reading;

WHEREAS, libraries support democracy and effect social change through their commitment to provide equitable access to information for all library users regardless of race, ethnicity, creed, ability, sexual orientation, gender identity or socio-economic status;

WHEREAS, libraries, librarians, library workers, and supporters across America are celebrating National Library Week.

NOW, THEREFORE, BE IT RESOLVED that I Mike Pearson, Mayor of Lake Elmo proclaim April 12-18, 2015 as

NATIONAL LIBRARY WEEK

I encourage all residents to visit the library this week to take advantage of the wonderful library resources available at your library. *“Unlimited possibilities are @ your library.”*

Signed this April 07, 2015

Mike Pearson, Mayor

**CITY OF LAKE ELMO
SPECIAL CITY COUNCIL MEETING MINUTES
MARCH 10, 2015**

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: City Administrator Zuleger, City Clerk Bell, Community Development Director Klatt, City Planner Johnson, Deputy Clerk Gumatz, Fire Chief Malmquist, Assistant Fire Chief Cornell, Building Official Chase, Taxpayer Services and Communications Coordinator MacLeod, and City Attorney Snyder and Finance Director Bendel.

PLEDGE OF ALLIGENCE

CITY ATTORNEY REQUESTED DISCUSSION REGARDING EMPLOYMENT MATTERS

City Attorney Snyder stated that City Administrator Zuleger has expressed his belief that it may be time to transition the Administrator role to another person. The intention is to balance the City needs with Mr. Zuleger's goals.

City Administrator Zuleger spoke about the goals he was given when he was hired. He noted the accomplishments and the great staff that has been assembled. He thinks he may have met his threshold and it may be time to have a new administrator. He asked council to consider whether now was the appropriate time to separate or not. If Council decides that it is appropriate, Mr. Zuleger offered to provide consultation during the transition.

Mr. Snyder recommended that Council direct staff to coordinate with Mr. Zuleger for providing consultation services as part of a separation agreement. Mr. Snyder recommended Council give consideration to a separation agreement that meets both City needs and Mr. Zuleger's objectives. Mr. Snyder reminded Council that it should not disclose private employment matters.

Council Member Lundgren expressed her desire to honor Mr. Zuleger's request to transition from the administrator position.

MOTION: Council Member Lundgren moved **TO ACCEPT RESIGNATION AND DIRECT CITY ATTORNEY TO WORK ON SEPARATION AGREEMENT.** Council Member Fliflet seconded the motion.

City Attorney Snyder clarified that Mr. Zuleger is not resigning at this time. The language of the motion was discussed.

Council discussed whether it is appropriate to allow public comments. Mr. Snyder noted that this employment matter has legal implication involving personnel data.

MOTION: Mayor Pearson moved **TO TABLE UNTIL AFTER RECEIVING PUBLIC COMMENTS.** Council Member Bloyer seconded the motion.

It was pointed out that past council meetings included listening to the public. Council Member Fliflet said that this item was different. Ms. Fliflet stated that it is inappropriate to have public input on discussing transitioning to a different city administrator. The council cannot control the content of the comments and cannot ensure the comments will be positive. Ms. Fliflet said she will not support it.

Council Member Bloyer asked if there was any way City Administrator Zuleger would consider staying with Lake Elmo. Council Member Lundgren asked if Mr. Zuleger wanted public comment. Mr. Zuleger noted he is honored by the many people who have shown up, but he cannot answer the question.

MOTION TO TABLE UNTIL RECEIVING PUBLIC COMMENT PASSED 3-2 (Fliflet and Smith - Nay).

City Attorney Snyder asked public to respect Council's erring on side of protecting personnel data privacy.

Paul Novak, 3409 Lake Elmo Ave, Noted that Mr. Zuleger asked council to consider the timing of transition. If council found it that his services are needed, asked if he would consider staying. Mr. Zuleger responded that he would need time to consider it. Mr. Novak stated he feels offended by the difficulty that council had on whether to decide to receive public input. He said Council has to listen to constituents and needs public input. He asked Council to always accept public input.

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Todd Gilbert, 8665 Hudson Blvd, owner of Valley Cartage. Moved his company from Hudson and that would not have happened without leadership of Mr. Zuleger. He doesn't know if Council understands what the Council has in Mr. Zuleger. He gets things done and makes things happen. Asked council to find a way to create an environment where Mr. Zuleger would stay.

Scott Schoonmaker, 1149 Hudson Blvd, asked Council to make it very clear why Mr. Zuleger would come to this point after three very successful years. It does not make sense.

Pat Dean, 8028 Hill Trail, worked with Mr. Zuleger on lake issues. Mr. Zuleger is very professional despite not always agree on everything. He supports Mr. Zuleger as City Administrator.

John Thompson, 2119 Lake Elmo Ave, explained how good administrators are difficult to find. He attends many cities' council meetings and usually City Administrators have personal agendas. Mr. Zuleger doesn't. He said losing a City Administrator as successful as Mr. Zuleger is a big mistake.

Dale Dorschner, 3150 Lake Elmo Ave, spoke as a commissioner, resident, and public employee. He cannot believe the city is even talking about this. He cannot believe we are here. He said he spoke with staff and they support their boss. He asked council to reconsider decision.

John Schiltz, 3442 Lake Elmo Ave, owner of Lake Elmo Inn, agrees with other positive comments regarding Administrator. He asked why such an important vote doesn't require a supermajority. He asked what happened in two months that changed from his last favorable review. He said it is not a good time to change the City Administrator. It is one of the most pivotal times in Lake Elmo to get the important things done.

Mr. Zuleger said tonight is not the best time to hash out the frustrations.

Kelly Brookman, 3385 Lake Elmo Ave, first mayor of consolidated Lake Elmo. Believes Mr. Zuleger is the best City Administrator city has ever had. He said the Council should be discussing how to keep Mr. Zuleger.

John Zignego He has been waiting for action on sewer, curb and gutter, and sidewalks. It is finally happening. He spoke in support of Mr. Zuleger as Administrator.

Bryan Billingsley, 2700 Lisbon Ave, from Heritage Farms. Mr. Zuleger was first City Administrator to contact any of the HOAs. That was the most favorable interaction with City ever. The City needs to keep him.

Dean Dodson, 2915 Jonquil Trail, citizen and chair of Planning Comm. Apologized that the council has created a hostile environment. Mr. Zuleger noted he has not said that. He asked council to improve working environment.

Stuart Helgason, 11150 12th St N, Mr. Zuleger has shown excellent leadership and great communication skills. He is the best City Administrator he has had contact with.

Ed Nielson, 9498 Stillwater Blvd, spoke about how Mr. Zuleger did not take a position when there was an issue in his neighborhood, but stayed objective. He said the Council should not fire him.

Larry Weiss, 9302 Stillwater Blvd, reiterated Mr. Zuleger is the best City Administrator the City has ever had. Mr. Zuleger gets right to the point and tells you what is. He asked the Council to listen to the people.

Judy Gibson, 10684 10th Street Ct, also on Library board. Mr. Zuleger has been very helpful with all the library issues. He has helped in several technical and organizational areas and she greatly appreciated his help. She spoke about how changing administrators at such a close time for library and county relations to be repaired would be a setback.

Tammy Malmquist, 8549 Ironwood Trail, stated that the Council reports to the people. She asked there never be another time discussing whether to listen to the public. She is concerned about the number of administrators the City has had. Mr. Zuleger was supposed to be "the guy." She is adamantly opposed to Mr. Zuleger leaving.

Shane Weiss, 8483 27th Street, Chair of Parks Commission. Spoke about how Mr. Zuleger is a parks guy – he brings a lot of enthusiasm. Mr. Weis does not see the Parks Commission getting everything done on their agenda without Mr. Zuleger's help.

Terry Emerson, 2204 Legion Lane Circle, noted that Mr. Zuleger's previous city, Weston, wondered what they would do without him when he left. Mr. Zuleger was selected as best applicant of 30 applicants. He

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suggested that the Council ask the outside groups, the Met Council, County, etc. what the city should do with Mr. Zuleger. The City won't find another person who could do the job he's been doing. City should give him a raise.

Wally Nelson, 4582 Lilac Lane, spoke about how he has had a great relationship with Mr. Zuleger. He is very professional. He has formed a professional staff. He has no idea why the Council is considering this issue. He said Mr. Zuleger has done many little things that are positive that the public doesn't even know about.

Mike Reeves, 11075 14th Street, believes Mr. Zuleger has been exceptional and has brought stability to position. He noted the City's financial position and accomplishments inside and outside city hall. He said Mr. Zuleger is a dedicated public servant. He said positive results come from positive leadership.

Nick Witter, 653 Cimarron, said Mr. Zuleger's priority has been serving the city and the people of the City. He always has what is best for the City in his mind. It would be a travesty to let him go. City should be asking how to reward him or keep him.

Rita Conlin, 8560 Ironwood Trail, spent two terms as council member and planning commissioner. She related her change of vote when the people were opposed to the water tower location in Sunfish Lake Park. She urged council members to be open to changing their minds.

Ed Gorman, 11011 Stillwater Blvd, owner of Gorman's Family Restaurant. Said Mr. Zuleger gets things done. He spoke about the stormwater issue Mr. Zuleger helped him resolve. Mr. Zuleger does the right thing, and has many beneficial relationships. The list of accomplishments is astonishing.

Milt Klohn, 8716 Ironwood Trail, has lived in city for 56 years. Mr. Zuleger is the finest City Administrator the City has ever had. Said the City still has obligations under Met Council. Mr. Zuleger would be best person to lead the City through this. He asked Council to create a work environment where this does not happen again.

Council Member Bloyer read **Jill Mitchell's** (2811 Irish Ave) letter in support of Mr. Zuleger.

Council Member Bloyer read **Sharon Bernardy's** (8352 27th Street) letter in support of Mr. Zuleger.

Council Member Bloyer read **Teresa Silvernale's** (11751 58th Street) letter in support of Mr. Zuleger.

Council Member Bloyer read Library Board Member **Paul Ryberg's** (11326 30th Street) letter in support of Mr. Zuleger.

Mayor Pearson read **Pat Weyandt's** (8772 Ironwood Trail) letter in support of Mr. Zuleger.

Mayor Pearson read Finance Committee Member **Terry Forrest's** letter in support of Mr. Zuleger.

Mayor Pearson read **Washington County Commissioner Gary Kriese's** letter in support of Mr. Zuleger.

Mayor Pearson read **Family Means'** letter in support of Mr. Zuleger.

Mayor Pearson read Park Commissioner **David Steele's** (9576 55th Street) letter in support of Mr. Zuleger.

Mayor Pearson read **Washington County Sheriff Bill Hutton's** letter in support of Mr. Zuleger.

Mayor Pearson read staff member's letter in support of Mr. Zuleger.

Mayor Pearson read staff letter in support of Mr. Zuleger.

City Attorney Snyder reiterated that council members must refrain from discussing employee evaluations in public. He again asked Council to consider a separation agreement that balances City needs, including Mr. Zuleger providing consulting services, and Mr. Zuleger's objectives.

Council Member Bloyer noted that some speakers, with whom he has not always agreed, agree that Mr. Zuleger is needed.

MOTION: *Council Member Bloyer moved TO EXTEND A CONTRACT FOR 18 MONTHS, NEGOTIATED WITH COUNSEL, WHERE THE ADMINISTRATOR ONLY BE REMOVED FOR JUST CAUSE.* He wants the term to be long enough for new council members to become familiar with Mr. Zuleger. *Mayor Pearson seconded the motion.*

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Mayor Pearson noted that not all employees are always positive of their bosses. With all the current issues the City is facing, consistency is important, and changing right now does not make sense. Council Member Bloyer asked what the city will do tomorrow. He is concerned that the City will lose the talented staff. This will cause problems for the City.

Council Member Lundgren noted that the City Attorney requested the meeting and Mr. Zuleger requested that the position be transitioned. She wants to respect Mr. Zuleger wishes. Council Member Fliflet believes it is important for people to be happy in their job. She does not see that right now and thinks it would be best for City to allow transition.

Mayor Pearson wants to commit to creating a good environment for staff.

Ms. Fliflet noted that there limitations on what can be said and that these issues are difficult to discuss. Mr. Bloyer stated the reason the Council is here tonight is because the Council was given an ultimatum of providing a severance or a harassment free workplace. He said the Council is choosing to offer the severance.

Mayor Pearson asked if there is a conflict of interest because one of the council members pursued the administrator job. Mr. Snyder said that is up to council members to individually decide.

Mr. Zuleger stated that he believes that his season in Lake Elmo may be over. There have been many accomplishments by the staff, but it may be time to move on. He said he appreciates the outpouring of public support.

ROLL CALL VOTES ON MOTION TO EXTEND 18 MONTH CONTRACT SUBJECT TO REMOVAL ONLY FOR JUST CAUSE:

Fliflet - NO; Smith - NO; Pearson - YES; Bloyer - YES; Lundgren - NO

MOTION FAILED 2-3 (Fliflet, Smith, and Lundgren - Nay)

MOTION: Council Member Lundgren moved **TO ACCEPT MR. ZULEGER'S REQUEST TO TRANSITION OUT OF THIS POSITION AND TO ANOTHER, AND TO RETAIN HIS EXPERTISE, KNOWLEDGE, AND TECHNICAL SKILLS FOR CONSULTATION TO CITY, AND DIRECT MR. SNYDER TO WORK ON SEPARATION AGREEMENT.** Council Member Fliflet seconded the motion.

The timing of the action on the separation agreement was discussed. It was noted that the terms of the agreement will be public. City Attorney Snyder said the agreement would be brought back to Council at another meeting.

ROLL CALL VOTES ON MOTION:

Lundgren - YES; Bloyer - NO; Pearson - NO; Smith - YES; Fliflet - YES

MOTION PASSED 3-2 (Pearson and Bloyer - Nay)

Council Member Bloyer asked what would happen next. The Council discussed what happens next and when things will happen. Council Member Fliflet said there is a 30 day notice and Mr. Zuleger is being retained as a consultant, so there is no urgency. Mr. Snyder stated that Mr. Zuleger is still engaged and is the administrator until he decides he is not. Council Member Lundgren said she does not believe Mr. Zuleger would be unprofessional in his departure. Council Member Smith noted that there are two executive search firms available to aide in the search, Brimeyer and Springsted.

MOTION: Council Member Fliflet moved **TO ADJOURN.** Council Member Lundgren seconded the motion.
MOTION PASSED 5-0

Mayor Pearson Adjourned the meeting at 9:15 pm.

LAKE ELMO CITY COUNCIL

ATTEST:

Mike Pearson, Mayor

Adam R. Bell, City Clerk

**CITY OF LAKE ELMO
CITY COUNCIL MINUTES
MARCH 17, 2015**

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

PRESENT: Mayor Mike Pearson and Council Members Julie Fliflet, and Jill Lundgren.

ABSENT: Council Members Anne Smith and Justin Bloyer

Staff present: City Attorney Chris Johnson, Community Development Director Klatt, City Engineer Griffin, Finance Director Bendel, and City Clerk Bell.

PLEDGE OF ALLIGENCE

APPROVAL OF AGENDA

Council Member Lundgren noted Item 9 has been postponed by applicant. Council Member Fliflet pulled Item 6 for discussion. Mayor Pearson pulled Item 8 for discussion.

MOTION: *Council Member Lundgren moved TO APPROVE THE MARCH 17, 2015 CITY COUNCIL AGENDA AS AMENDED. Council Member Fliflet seconded the motion. MOTION PASSED 3-0.*

ITEM 1: ACCEPT MINUTES

THE FEBRUARY 24, 2015 CITY COUNCIL MINUTES WERE APPROVED AS AMENDED BY CONSENSUS.

THE MARCH 3, 2015 CITY COUNCIL MINUTES WERE APPROVED AS PRESENTED BY CONSENSUS.

COUNCIL REPORTS:

Mayor Pearson: attended Public Safety Committee meeting, Gateway Corridor meeting, and Park Commission meeting. Park Commission asked to be empowered in Village planning. Mayor Pearson explained that the Commission tabled their agenda items and adjourned in protest over administrator vote; there will be a Meet the Mayor session at Hagberg's Market on 3/18/15 at 4:30-5:30 pm.

Council Member Fliflet: spoke about public concerns over Council workshops not being taped. She explained the nature of workshops and her reasoning why she opposed recording them. They are supposed to be less formal with no action taken. She said the intent is not to limit or reduce transparency; she addressed the response from public regarding the city administrator vote. She reiterated that there are restrictions on public disclosure of information involved in decision and there are facts that predate her taking office that the public is unaware of due to privacy restrictions. The Council is trying to facilitate the transition with the best interest of the City and Mr. Zuleger in mind.

Council Member Lundgren: met with Washington County Commissioner Kriesel; attended workshop on farmer's markets; attended Public Safety Committee and Fire Relief Association meetings; she addressed the response from public regarding the city administrator vote. While she appreciates the public feedback, she asked that the comments be made in a more respectful manner. She also asked that the public respect the private nature of personnel matters and the related council actions.

Mayor Pearson responded to council reports. He objected to the way the administrator vote and public response is being characterized. He also responded to workshop taping discussion. He objected to the way that those discussions are being framed. The scheduling of the administrator's 2014 review was discussed.

PUBLIC COMMENTS/INQUIRIES

Margaret "Tedi" Carlson, 8735 27th Street, spoke about council transparency. She questioned past claims of desires to listen to public input. Council Member Fliflet responded that her point was that the public meeting was not the appropriate forum for public input on employment matters.

Dale Dorschner, 3150 Lake Elmo Ave, said he is very passionate about the Council vote on the city administrator. He noted his kids will be 4th generation Lake Elmo residents. He took issue with the way campaign pledges have been carried out. He asked that pledges to listen to the public be kept. He asserted that Mr. Zuleger would not be looking for somewhere else to work if environment was better. He spoke about why employees leave jobs.

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Dave Moore, 8680 Stillwater Blvd, has attended every meeting since new Council was seated. He spoke about the numerous 3-2 votes that have occurred without any debate. He said that it appears there have been discussions prior to and outside of open public meetings. Council Member Lundgren noted that there have been recent non-3-2 split votes.

Mike Reeves, 11075 14th Street, found council members' opening statements demeaning. The public does not want to be lectured on how to behave. He spoke about the cost of separating with the administrator and the cost of employee turnover. He questioned why the Council would favor letting the administrator leave rather than create a better working environment. He urged council to reconsider their previous vote.

Milt Klohn, 8716 Ironwood Trail, questioned what issues could have existed prior to new Council taking office when four of the previous five council members in 2014 strongly supported Mr. Zuleger's performance. He took issue with accusation of incivility on behalf of the public. He asked about the Old Village Workgroup. He wants more information on the group and asked what authority they have. He wants to get involved with group and attend next Village Workgroup meeting.

Tammy Malmquist, 8549 Ironwood Trail, spoke about her disappointment in Council behavior. She asked about administrator review process.

Rita Conlin, 8560 Ironwood Trail, noted that Council is dealing with an educated public, and that the public knows what workshops involve. She asked what measures were taken to address any employment issues that have been requested that council members who were so quick to accept administrator's resignation consider their own resignation.

Jim Leonard, 3012 Lake Elmo Ave, respects job the council members have and decisions they have to make. He has 300 employees in Lake Elmo. He asserted that the desire to remove Mr. Zuleger was known prior to election. He said that he knows Mr. Zuleger does not want to leave the City. He hasn't spoke at council meeting since 2005. He said he works with five cities and Mr. Zuleger is the best administrator he has worked with. He commended Mr. Zuleger for his accomplishments and asked council to reconsider their vote.

FINANCE CONSENT AGENDA

2. Approve Payment of Disbursements and Payroll in the amount of \$202,848.30
3. Accept Financial Report dated February 28, 2015
4. ~~Accept Building Report dated February 28, 2015 – No Report~~
5. Accept City Assessor Report dated February 28, 2015
6. ~~Authorize Purchase of Replacement Fire Department Command Vehicle. Removed from Consent~~

MOTION: Council Member Fliflet moved **TO APPROVE THE FINANCE CONSENT AGENDA AS AMENDED.** Council Member Lundgren seconded the motion. **MOTION PASSED 3-0.**

ITEM 6: AUTHORIZE PURCHASE OF REPLACEMENT FIRE DEPARTMENT COMMAND VEHICLE

Council Member Lundgren asked if this item should be discussed by the full Council. Fire chief Malmquist explained that there is a deadline for the purchase under the state pricing. Council Member Fliflet stated that the Finance Committee did approve moving forward with purchase.

MOTION: Council Member Lundgren moved **TO APPROVE THE PURCHASE OF A REPLACEMENT FIRE DEPARTMENT COMMAND VEHICLE IN THE AMOUNT NOT TO EXCEED \$39,000.** Council Member Fliflet seconded the motion. **MOTION PASSED 3-0.**

Council Member Fliflet asked that items approved by Finance Committee be placed on Regular Agenda.

OTHER CONSENT AGENDA

7. Approve 2015 Election Judges; **Resolution No. 2015-19**
8. ~~Sale of City Hall Annex Removed from Consent~~

MOTION: Mayor Pearson moved **TO APPROVE THE OTHER CONSENT AGENDA AS AMENDED.** Council Member Fliflet seconded the motion. **MOTION PASSED 3-0.**

ITEM 8: SALE OF CITY HALL ANNEX

Mayor Pearson asked for clarification on the remaining depreciation. Finance Director Bendel explained the remaining depreciation will just be listed as a loss on the books.

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MOTION: Mayor Pearson moved **TO APPROVE SALE OF THE CITY HALL ANNEX TO WASHINGTON COUNTY FOR SPECIFIED TERMS.** Council Member Fliflet seconded the motion. **MOTION PASSED 3-0.**

REGULAR AGENDA

ITEM 10: APPROVE VARIANCE – 3033 INWOOD AVE. N.; Resolution No. 2015-20

Community Development Director Klatt provided summary of the proposed variance to allow an accessory building that is closer to the front lot line than the principal building and does not meet the 100ft setback. The Planning Commission unanimously recommended approval 5-0.

MOTION: Council Member Lundgren moved **TO ADOPT RESOLUTION NO. 2015-20, APPROVING A VARIANCE TO ALLOW AN ACCESSORY BUILDING THAT DOES NOT MEET THE 100-FOOT FRONT YARD SETBACK AND IS CLOSER TO THE FRONT LOT LINE THAN THE PRINCIPAL BUILDING.** Council Member Fliflet seconded the motion. **MOTION PASSED 3-0.**

ITEM 11: 39TH STREET: STREET AND SANITARY SEWER IMPROVEMENTS – CHANGE ORDER NO. 4

City Engineer Griffin provided an update on the project. Negotiations are ongoing. Due to time constraints, Council Member Fliflet suggested that Council Member Smith and Mayor Pearson be authorized to approve on behalf of Council. Council Member Lundgren would be back up. Finance Director Bendel noted that additional costs would be part of 2015 bonding.

DISCUSSION ITEM: COUNCIL DRIVEN WORKSHOP

Council discussed involving outside facilitator. Directed Clerk Bell to coordinate when and where and obtaining facilitator.

Mayor Pearson called for a workshop to discuss administrator issue. The workshop would be held on March 24, 2015 at 6:30 pm at City Hall. Clerk Bell was directed to coordinate with Council.

STAFF REPORTS & ANNOUNCEMENTS:

City Finance Director Bendel: Finance Committee had meeting on downtown assessments; attended Fire Relief Association meeting. Working on audit reports. It was clarified that some of the Jaycees' money was used for the Youth Service Bureau. Committee unanimously thought that the Committee can do the financial services work requested by Mayor Pearson.

City Attorney Johnson: No report.

Community Development Director Klatt: Planning Commission approved Wildflower Preliminary Plat and Boulder Ponds Final Plat. Those items will be brought to Council at next meeting. Easton Village developer agreement is being negotiated with attorneys.

City Engineer Griffin: reviewing Valley Branch Watershed Dist 2015 plan; Jane Rd. 201 septic found in compliance. The City will now have 2-3 years to determine how to extend service to larger area with new system.

City Clerk Bell: Deputy Clerk and he will be attending MN Clerk and Finance Officer Association Conference Wednesday through Friday of this week.

Mayor Pearson Adjourned the meeting at 8:16 pm.

LAKE ELMO CITY COUNCIL

ATTEST:

Mike Pearson, Mayor

Adam R. Bell, City Clerk



MAYOR & COUNCIL COMMUNICATION

DATE: April 7, 2015
CONSENT
ITEM #2
MOTION

AGENDA ITEM: Approve Disbursements in the amount of \$164,164.62

SUBMITTED BY: Cathy Bendel, Finance Director

THROUGH: Cathy Bendel, Finance Director

REVIEWED BY: Dean Zuleger, 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

POLICY RECOMMENDER: Finance

FISCAL IMPACT: \$164,164.62

SUMMARY AND ACTION REQUESTED: As part of its Consent Agenda, the City Council is asked to approve disbursements in the amount of \$164,164.62. No specific motion is needed as this is recommended to be part of the *Consent Agenda*.

LEGISLATIVE HISTORY: NA

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

| Claim # | Amount | Description |
|----------------|----------------------|---|
| ACH | \$ 11,362.96 | Payroll Taxes to IRS & MN Dept of Revenue 4/02/2015 |
| ACH | \$ 6,365.32 | Payroll Retirement to PERA 4/02/2015 |
| DD6141-DD6167 | \$ 28,769.61 | Payroll Dated (Direct Deposits) 4/02/2015 |
| 42588 | \$ 2,461.00 | Accounts Payable 4/01/2015 |
| 42589-42661 | \$ 114,245.73 | Account Payable 4/07/2015 |
| 2692-2707 | \$ 960.00 | Library Card Reimbursement 4/07/2015 |
| | | |
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| | | |
| | | |
| TOTAL | \$ 164,164.62 | |

RECOMMENDATION: Based on the aforementioned, the staff recommends the City Council approve as part of the Consent Agenda the aforementioned disbursements in the amount of \$164,164.62.

ATTACHMENTS:

1. Accounts Payable – check registers

Accounts Payable To Be Paid Proof List

User: PattyB
 Printed: 03/31/2015 - 11:51 AM
 Batch: 005-03-2015

| Invoice # | Inv Date | Amount | Quantity | Pmt Date | Description | Reference | Task | Type | PO # | Close POLine # |
|---|------------|-----------------|----------|------------|---------------|-----------|------|------|------|----------------|
| LEASSOC Lake Elmo Associates, LLP April 15 | 04/01/2015 | 2,461.00 | 0.00 | 04/01/2015 | April 15 Rent | | - | No | | 0000 |
| 101-410-1940-44120 Rentals - Building | | 2,461.00 | | | | | | | | |
| April 15 Total: | | 2,461.00 | | | | | | | | |
| LEASSOC Total: | | <u>2,461.00</u> | | | | | | | | |
| Report Total: | | 2,461.00 | | | | | | | | |

Accounts Payable To Be Paid Proof List

User: PattyB

Printed: 04/02/2015 - 9:41 AM

Batch: 002-04-2015

| Invoice # | Inv Date | Amount | Quantity | Pmt Date | Description | Reference | Task | Type | PO # | Close POLine # |
|---------------------|--------------------------------|----------|----------|------------|---------------------|-----------|------|------|------|----------------|
| AMAZONIN Amazon Inc | | | | | | | | | | |
| 206-450-5300-42500 | 02/10/2015 | 578.41 | 0.00 | 04/07/2015 | Adult | | - | No | | 0000 |
| | Library Collection Maintenance | | | | | | | | | |
| 206-450-5300-42500 | 03/10/2015 | 308.54 | 0.00 | 04/07/2015 | Adult books | | - | No | | 0000 |
| 206-450-5300-42500 | 02/10/2015 | 22.95 | 0.00 | 04/07/2015 | Magazine | | - | No | | 0000 |
| 206-450-5300-42500 | 03/10/2015 | 174.68 | 0.00 | 04/07/2015 | Office Equipment | | - | No | | 0000 |
| 206-450-5300-42500 | 02/10/2015 | 97.55 | 0.00 | 04/07/2015 | Office | | - | No | | 0000 |
| 206-450-5300-42500 | 03/10/2015 | 208.59 | 0.00 | 04/07/2015 | Office | | - | No | | 0000 |
| 206-450-5300-42500 | 02/10/2015 | 171.14 | 0.00 | 04/07/2015 | DVDs | | - | No | | 0000 |
| 206-450-5300-42500 | 03/10/2015 | 240.41 | 0.00 | 04/07/2015 | DVDs | | - | No | | 0000 |
| 206-450-5300-42500 | 02/10/2015 | 24.80 | 0.00 | 04/07/2015 | Teen | | - | No | | 0000 |
| 206-450-5300-42500 | 03/10/2015 | 74.36 | 0.00 | 04/07/2015 | Teen | | - | No | | 0000 |
| 206-450-5300-42500 | 02/10/2015 | 311.38 | 0.00 | 04/07/2015 | Juv | | - | No | | 0000 |
| 206-450-5300-42500 | 03/10/2015 | 297.42 | 0.00 | 04/07/2015 | Juv | | - | No | | 0000 |
| 206-450-5300-42500 | 02/10/2015 | 35.89 | 0.00 | 04/07/2015 | Audio | | - | No | | 0000 |
| 206-450-5300-42500 | 03/10/2015 | 26.90 | 0.00 | 04/07/2015 | 1000 Books before K | | - | No | | 0000 |
| | Total: | 2,573.02 | | | | | | | | |
| 035812177531 | 03/30/2015 | 37.95 | 0.00 | 04/07/2015 | Book | | - | No | | 0000 |
| 206-450-5300-42500 | 035812177531 Total: | 37.95 | | | | | | | | |

| Invoice # | Inv Date | Amount | Quantity | Fmt Date | Description | Reference | Task | Type | PO # | Close POLine # |
|------------------------------|--------------------------------|----------|----------|------------|--------------------------|-----------|------|------|------|----------------|
| 057501898431 | 03/30/2015 | 9.43 | 0.00 | 04/07/2015 | Book | | - | No | | 0000 |
| 206-450-5300-42500 | Library Collection Maintenance | | | | | | | | | |
| | 057501898431 Total: | 9.43 | | | | | | | | |
| 300610214788 | 03/30/2015 | 13.46 | 0.00 | 04/07/2015 | Book | | - | No | | 0000 |
| 206-450-5300-42500 | Library Collection Maintenance | | | | | | | | | |
| | 300610214788 Total: | 13.46 | | | | | | | | |
| | AMAZONIN Total: | 2,633.86 | | | | | | | | |
| | | | | | | | | | | |
| ASPENMI Aspen Mills, Inc. | | | | | | | | | | |
| 162162 | 03/06/2015 | 46.50 | 0.00 | 04/07/2015 | Uniform - Jorgensen | | - | No | | 0000 |
| 101-420-2220-44170 | Uniforms | | | | | | | | | |
| | 162162 Total: | 46.50 | | | | | | | | |
| | ASPENMI Total: | 46.50 | | | | | | | | |
| | | | | | | | | | | |
| ATLANTIC THE ATLANTIC | | | | | | | | | | |
| | 03/11/2015 | 14.95 | 0.00 | 04/07/2015 | Subscription | | - | No | | 0000 |
| 206-450-5300-42500 | Library Collection Maintenance | | | | | | | | | |
| | Total: | 14.95 | | | | | | | | |
| | ATLANTIC Total: | 14.95 | | | | | | | | |
| | | | | | | | | | | |
| BAKERPAT Baker Patricia | | | | | | | | | | |
| 2015-03 | 04/01/2015 | 567.19 | 0.00 | 04/07/2015 | Contact hours - March | | - | No | | 0000 |
| 101-410-1520-43150 | Contract Services | | | | | | | | | |
| 2015-03 | 04/01/2015 | 1,134.38 | 0.00 | 04/07/2015 | Contact hours - March | | - | No | | 0000 |
| 601-494-9400-43150 | Contract Services | | | | | | | | | |
| 2015-03 | 04/01/2015 | 226.88 | 0.00 | 04/07/2015 | Contact hours - March | | - | No | | 0000 |
| 602-495-9450-43150 | Contract Services | | | | | | | | | |
| 2015-03 | 04/01/2015 | 340.30 | 0.00 | 04/07/2015 | Contact hours - March | | - | No | | 0000 |
| 603-496-9500-43150 | Contract Services | | | | | | | | | |
| | 2015-03 Total: | 2,268.75 | | | | | | | | |
| | BAKERPAT Total: | 2,268.75 | | | | | | | | |
| | | | | | | | | | | |
| BERTELSON Bertelson's | | | | | | | | | | |
| WO-104993-1 | 03/24/2015 | 47.70 | 0.00 | 04/07/2015 | Paper towels | | - | No | | 0000 |
| 101-410-1320-42000 | Office Supplies | | | | | | | | | |
| | WO-104993-1 Total: | 47.70 | | | | | | | | |
| | BERTELSON Total: | 47.70 | | | | | | | | |
| | | | | | | | | | | |
| BOLTONNIE Bolton & Menk, Inc | | | | | | | | | | |
| 0175961 | 02/27/2015 | 343.20 | 0.00 | 04/07/2015 | 2013.132 Pumpphouse No 4 | | - | No | | 0000 |
| 601-494-9400-43030 | Engineering Services | | | | | | | | | |

| Invoice # | Inv Date | Amount | Quantity | Pmt Date | Description | Reference | Task | Type | PO # | Close POLine # |
|---|------------|----------|----------|------------|----------------------------|-----------|------|------|------|----------------|
| 0176177 | 03/19/2015 | 343.20 | 0.00 | 04/07/2015 | 2014.131 39th Street N | | - | No | | 0000 |
| 602-495-9450-43030 Engineering Services | | 1,932.00 | | | | | | | | |
| 0176177 Total: | | 1,932.00 | | | | | | | | |
| BOLIONME Total: | | 2,275.20 | | | | | | | | |
| <hr/> | | | | | | | | | | |
| BONAPPET Bon Appetit | | 12.00 | 0.00 | 04/07/2015 | Subscription | | - | No | | 0000 |
| 03/11/2015 | | | | | | | | | | |
| 206-450-5300-42500 Library Collection Maintenance | | 12.00 | | | | | | | | |
| Total: | | 12.00 | | | | | | | | |
| BONAPPET Total: | | 12.00 | | | | | | | | |
| <hr/> | | | | | | | | | | |
| CARDMEMB Cardmember Service | | 53.51 | 0.00 | 04/07/2015 | Holiday | | - | No | | 0000 |
| 03/20/2015 | | | | | | | | | | |
| 101-420-2220-44300 Miscellaneous | | 58.18 | 0.00 | 04/07/2015 | Pump | | - | No | | 0000 |
| 03/20/2015 | | | | | | | | | | |
| 101-420-2220-44040 Repairs/Maint Eqpt | | 53.84 | 0.00 | 04/07/2015 | Fuel small engines | | - | No | | 0000 |
| 03/20/2015 | | | | | | | | | | |
| 101-420-2220-42120 Fuel, Oil and Fluids | | 7.96 | 0.00 | 04/07/2015 | Rehab supplies | | - | No | | 0000 |
| 03/20/2015 | | | | | | | | | | |
| 101-420-2220-44300 Miscellaneous | | 28.99 | 0.00 | 04/07/2015 | WSJ | | - | No | | 0000 |
| 03/20/2015 | | | | | | | | | | |
| 101-410-1320-44330 Dues & Subscriptions | | 4.00 | 0.00 | 04/07/2015 | Postage | | - | No | | 0000 |
| 03/20/2015 | | | | | | | | | | |
| 602-000-0000-20802 SAC due Met Council | | 39.91 | 0.00 | 04/07/2015 | Fuel | | - | No | | 0000 |
| 03/20/2015 | | | | | | | | | | |
| 101-420-2400-42120 Fuel, Oil and Fluids | | 385.00 | 0.00 | 04/07/2015 | Various dues/subscriptions | | - | No | | 0000 |
| 03/20/2015 | | | | | | | | | | |
| 101-420-2400-44330 Dues & Subscriptions | | 85.00 | 0.00 | 04/07/2015 | Training | | - | No | | 0000 |
| 03/20/2015 | | | | | | | | | | |
| 101-420-2400-44370 Conferences & Training | | 45.89 | 0.00 | 04/07/2015 | Books | | - | No | | 0000 |
| 03/20/2015 | | | | | | | | | | |
| 101-420-2400-44350 Books | | 8.00 | 0.00 | 04/07/2015 | Parking | | - | No | | 0000 |
| 03/20/2015 | | | | | | | | | | |
| 101-410-1320-44300 Miscellaneous | | 58.00 | 0.00 | 04/07/2015 | Finance & Commerce | | - | No | | 0000 |
| 03/20/2015 | | | | | | | | | | |
| 101-410-1320-44330 Dues & Subscriptions | | 32.04 | 0.00 | 04/07/2015 | Audible | | - | No | | 0000 |
| 03/20/2015 | | | | | | | | | | |
| 101-410-1320-43210 Telephone | | 25.52 | 0.00 | 04/07/2015 | Water | | - | No | | 0000 |
| 03/20/2015 | | | | | | | | | | |
| 101-410-1940-44300 Miscellaneous | | 60.00 | 0.00 | 04/07/2015 | Conference - Alyssa | | - | No | | 0000 |
| 03/20/2015 | | | | | | | | | | |
| 101-410-1450-44370 Conferences & Training | | | | | | | | | | |

| Invoice # | Inv Date | Amount | Quantity | Pmt Date | Description | Reference | Task | Type | PO # | Close POLine # |
|--------------------|-------------------------------------|----------|----------|------------|-------------------------|-----------|------|------|------|----------------|
| 101-410-1110-44370 | 03/20/2015 | 60.00 | 0.00 | 04/07/2015 | Conference - Lundgren | | - | No | | 0000 |
| | Confereces & Training | | | | | | | | | |
| 101-410-1520-44300 | 03/20/2015 | 55.30 | 0.00 | 04/07/2015 | Interest & fees | | - | No | | 0000 |
| | Miscellaneous | | | | | | | | | |
| | Total: | 1,061.14 | | | | | | | | |
| | CARDMEMB Total: | 1,061.14 | | | | | | | | |
| | | | | | | | | | | |
| 2055-342861 | 03/11/2015 | 38.99 | 0.00 | 04/07/2015 | Sway bar link | | - | No | | 0000 |
| | CARQUEST Car Quest Auto Parts | | | | | | | | | |
| 101-430-3100-42210 | 03/11/2015 | 38.99 | | | | | | | | |
| | Equipment Parts | | | | | | | | | |
| | 2055-342861 Total: | 38.99 | | | | | | | | |
| | CARQUEST Total: | 38.99 | | | | | | | | |
| | | | | | | | | | | |
| 575648 | 03/10/2015 | 100.00 | 0.00 | 04/07/2015 | Training supplies | | - | No | | 0000 |
| | CENCOLLE Century College | | | | | | | | | |
| 101-420-2220-44370 | 03/10/2015 | 100.00 | | | | | | | | |
| | Confereces & Training | | | | | | | | | |
| | 575648 Total: | 100.00 | | | | | | | | |
| | CENCOLLE Total: | 100.00 | | | | | | | | |
| | | | | | | | | | | |
| 3192015 | 03/19/2015 | 133.33 | 0.00 | 04/07/2015 | Phone service - library | | - | No | | 0000 |
| | CENTURYL CenturyLink | | | | | | | | | |
| 206-450-5300-43210 | 03/19/2015 | 45.50 | 0.00 | 04/07/2015 | Internet - library | | - | No | | 0000 |
| | Telephone | | | | | | | | | |
| 3192015 | 03/19/2015 | 178.83 | | | | | | | | |
| | Internet | | | | | | | | | |
| | 3192015 Total: | 178.83 | | | | | | | | |
| | CENTURYL Total: | 178.83 | | | | | | | | |
| | | | | | | | | | | |
| 40013 | 02/19/2015 | 180.00 | 0.00 | 04/07/2015 | Preventive maintenance | | - | No | | 0000 |
| | COLDWELL Coldwell Banker Commercial | | | | | | | | | |
| 206-450-5300-44040 | 02/19/2015 | 180.00 | | | | | | | | |
| | Repairs/Maint Egpt | | | | | | | | | |
| | 40013 Total: | 180.00 | | | | | | | | |
| | COLDWELL Total: | 180.00 | | | | | | | | |
| | | | | | | | | | | |
| 206-450-5300-42500 | 03/11/2015 | 20.00 | 0.00 | 04/07/2015 | Subscription | | - | No | | 0000 |
| | CONSUMER Consumer Reports | | | | | | | | | |
| | Library Collection Maintenance | | | | | | | | | |
| | 206-450-5300-42500 | 20.00 | | | | | | | | |
| | Total: | 20.00 | | | | | | | | |
| | CONSUMER Total: | 20.00 | | | | | | | | |

| Invoice # | Inv Date | Amount | Quantity | Pmt Date | Description | Reference | Task | Type | PO # | Close POLine # |
|---|------------|----------|----------|------------|---------------------------------|-----------|------|------|------|----------------|
| CRYBERG Ryberg Candace | 03/11/2015 | 52.78 | 0.00 | 04/07/2015 | Program Supply Reimbursement | | - | No | | 0000 |
| 206-450-5300-42500 Library Collection Maintenance | | | | | | | | | | |
| Total: | | 52.78 | | | | | | | | |
| CRYBERG Total: | | 52.78 | | | | | | | | |
| CTYBLOOM City of Bloomington | 03/01/2015 | 31.50 | 0.00 | 04/07/2015 | Lab Testing - Feb 2015 | | - | No | | 0000 |
| FEb 15 | | | | | | | | | | |
| 601-494-9400-42270 Utility System Maintenance | | | | | | | | | | |
| Feb 15 Total: | | 31.50 | | | | | | | | |
| CTYBLOOM Total: | | 31.50 | | | | | | | | |
| CTYOAKDP City of Oakdale | 03/24/2015 | 197.24 | 0.00 | 04/07/2015 | Cx-1 oil change, belt tensioner | | - | No | | 0000 |
| 201530244627 | | | | | | | | | | |
| 101-420-2220-44040 Repairs/Maint Eqpt | | | | | | | | | | |
| 201530244627 Total: | | 197.24 | | | | | | | | |
| CTYOAKDP Total: | | 197.24 | | | | | | | | |
| CTYROSEV City of Roseville | 03/10/2015 | 967.94 | 0.00 | 04/07/2015 | Laserfiche Rio | | - | No | | 0000 |
| 220049 | | | | | | | | | | |
| 101-410-1320-43180 Information Technology/Web | | | | | | | | | | |
| 220049 Total: | | 967.94 | | | | | | | | |
| 220064 | 03/19/2015 | 1,263.25 | 0.00 | 04/07/2015 | Cisco Switch | | - | No | | 0000 |
| 101-410-1320-43180 Information Technology/Web | | | | | | | | | | |
| 220064 Total: | | 1,263.25 | | | | | | | | |
| 220071 | 03/19/2015 | 113.97 | 0.00 | 04/07/2015 | Domain name registration | | - | No | | 0000 |
| 101-410-1320-43180 Information Technology/Web | | | | | | | | | | |
| 220071 Total: | | 113.97 | | | | | | | | |
| 220072 | 03/19/2015 | 369.80 | 0.00 | 04/07/2015 | Web hosting charge | | - | No | | 0000 |
| 101-410-1320-43180 Information Technology/Web | | | | | | | | | | |
| 220072 Total: | | 369.80 | | | | | | | | |
| CTYROSEV Total: | | 2,714.96 | | | | | | | | |
| DELAPP DeLapp Steve | 03/31/2015 | 95.87 | 0.00 | 04/07/2015 | Building Maintenance Supplies | | - | No | | 0000 |
| 206-450-5300-44010 Repairs/Maint Bldg | | | | | | | | | | |
| Total: | | 95.87 | | | | | | | | |
| DELAPP Total: | | 95.87 | | | | | | | | |

| Invoice # | Inv Date | Amount | Quantity | Pmt Date | Description | Reference | Task | Type | PO # | Close POLine # |
|---------------------------------------|--------------------------------|--------|----------|------------|--------------------------------|-----------|------|------|------|----------------|
| DITCHWIT Ditch Witch of Mn, Inc. | | | | | | | | | | |
| P10728 | 03/18/2015 | 144.13 | 0.00 | 04/07/2015 | Supplies | | - | No | | 0000 |
| 602-495-9450-42270 | Utility System Maint Supplies | | | | | | | | | |
| P10728 | 03/18/2015 | 144.14 | 0.00 | 04/07/2015 | Supplies | | - | No | | 0000 |
| 603-496-9500-42270 | Utility System Maint Supplies | | | | | | | | | |
| | P10728 Total: | 288.27 | | | | | | | | |
| | DITCHWIT Total: | 288.27 | | | | | | | | |
| DWINC D.W. INC. | | | | | | | | | | |
| 208 | 02/08/2015 | 240.00 | 0.00 | 04/07/2015 | Plowing - January | | - | No | | 0000 |
| 206-450-5300-44040 | Repairs/Maint Eqpt | | | | | | | | | |
| | 208 Total: | 240.00 | | | | | | | | |
| | DWINC Total: | 240.00 | | | | | | | | |
| EMERGRES Emergency Response Solutions | | | | | | | | | | |
| 3694 | 03/12/2014 | 82.74 | 0.00 | 04/07/2015 | Water maintenance parts | | - | No | | 0000 |
| 601-494-9400-42270 | Utility System Maintenance | | | | | | | | | |
| | 3694 Total: | 82.74 | | | | | | | | |
| 3729 | 03/18/2015 | 85.00 | 0.00 | 04/07/2015 | Replacement Foam | | - | No | | 0000 |
| 101-420-2220-42400 | Small Tools & Equipment | | | | | | | | | |
| | 3729 Total: | 85.00 | | | | | | | | |
| | EMERGRES Total: | 167.74 | | | | | | | | |
| EMMONSB Emmons Brett | | | | | | | | | | |
| 206-450-5300-42500 | 03/06/2015 | 100.00 | 0.00 | 04/07/2015 | Reimbursement for author visit | | - | No | | 0000 |
| | Library Collection Maintenance | | | | | | | | | |
| | Total: | 100.00 | | | | | | | | |
| | EMMONSB Total: | 100.00 | | | | | | | | |
| Enright Enright Robert | | | | | | | | | | |
| CC 3/10/15 | 03/10/2015 | 48.13 | 0.00 | 04/07/2015 | Cable Operations | | - | No | | 0000 |
| 101-410-1450-43620 | Cable Operations | | | | | | | | | |
| | CC 3/10/15 Total: | 48.13 | | | | | | | | |
| PC 3/9/15 | 03/09/2015 | 55.00 | 0.00 | 04/07/2015 | Cable Operations | | - | No | | 0000 |
| 101-410-1450-43620 | Cable Operations | | | | | | | | | |
| PC 3/9/15 | 03/09/2015 | 25.00 | 0.00 | 04/07/2015 | Bonus | | - | No | | 0000 |
| 101-410-1450-43620 | Cable Operations | | | | | | | | | |
| | PC 3/9/15 Total: | 80.00 | | | | | | | | |
| | Enright Total: | 128.13 | | | | | | | | |

| Invoice # | Inv Date | Amount | Quantity | Pmt Date | Description | Reference | Task | Type | PO # | Close POLine # |
|-------------------------------|--------------------------------|----------|----------|------------|-----------------------------------|-----------|------|------|------|----------------|
| EXCELEL Excel Electric LLC | | | | | | | | | | |
| 2015-0113 | 03/17/2015 | 19.25 | 0.00 | 04/07/2015 | Refund 5264 Linden Trl | | - | No | | 0000 |
| 101-000-0000-32280 | Electrical Permit Revenue | | | | | | | | | |
| 2015-0113 | 03/17/2015 | 57.75 | 0.00 | 04/07/2015 | Refund 5264 Linden Trl | | - | No | | 0000 |
| 101-000-0000-20802 | Electrical Permit Fees Payable | | | | | | | | | |
| | 2015-0113 Total: | 77.00 | | | | | | | | |
| | EXCELEL Total: | 77.00 | | | | | | | | |
| <hr/> | | | | | | | | | | |
| FIELDSTR FIELD & STREAM | | | | | | | | | | |
| 04/02/2015 | | 19.97 | 0.00 | 04/07/2015 | Subscription | | - | No | | 0000 |
| 206-450-5300-42500 | Library Collection Maintenance | | | | | | | | | |
| | Total: | 19.97 | | | | | | | | |
| | FIELDSTR Total: | 19.97 | | | | | | | | |
| <hr/> | | | | | | | | | | |
| FOCUS Focus Engineering, Inc. | | | | | | | | | | |
| 1804-1808 | 03/28/2015 | 672.00 | 0.00 | 04/07/2015 | Building | | - | No | | 0000 |
| 101-420-2400-43030 | Engineering | | | | | | | | | |
| 1804-1808 | 03/28/2015 | 558.75 | 0.00 | 04/07/2015 | PW | | - | No | | 0000 |
| 101-430-3100-43030 | Engineering Services | | | | | | | | | |
| 1804-1808 | 03/28/2015 | 2,395.10 | 0.00 | 04/07/2015 | General | | - | No | | 0000 |
| 101-410-1930-43030 | Engineering Services | | | | | | | | | |
| 1804-1808 | 03/28/2015 | 3,506.25 | 0.00 | 04/07/2015 | Planning | | - | No | | 0000 |
| 101-410-1910-43030 | Engineering Services | | | | | | | | | |
| 1804-1808 | 03/28/2015 | 835.00 | 0.00 | 04/07/2015 | ROW | | - | No | | 0000 |
| 101-430-3100-43030 | Engineering Services | | | | | | | | | |
| | 1804-1808 Total: | 7,967.10 | | | | | | | | |
| 1809 | 03/28/2015 | 2,379.95 | 0.00 | 04/07/2015 | Water | | - | No | | 0000 |
| 601-494-9400-43030 | Engineering Services | | | | | | | | | |
| 1809 | 03/28/2015 | 1,285.00 | 0.00 | 04/07/2015 | Sewer | | - | No | | 0000 |
| 602-495-9450-43030 | Engineering Services | | | | | | | | | |
| 1809 | 03/28/2015 | 1,901.25 | 0.00 | 04/07/2015 | Surface Water | | - | No | | 0000 |
| 603-496-9500-43030 | Engineering Services | | | | | | | | | |
| | 1809 Total: | 5,566.20 | | | | | | | | |
| 1810 | 03/28/2015 | 411.10 | 0.00 | 04/07/2015 | 2015.113 Transportation & Traffic | | - | No | | 0000 |
| 409-480-8000-43030 | Engineering Services | | | | | | | | | |
| 1810 | 03/28/2015 | 773.75 | 0.00 | 04/07/2015 | 2015.115 Street Maintenance | | - | No | | 0000 |
| 409-480-8000-43030 | Engineering Services | | | | | | | | | |
| 1810 | 03/28/2015 | 1,170.00 | 0.00 | 04/07/2015 | 2015.114 Municipal Aid | | - | No | | 0000 |
| 409-480-8000-43030 | Engineering Services | | | | | | | | | |
| 1810 | 03/28/2015 | 59.00 | 0.00 | 04/07/2015 | 2015.116 Capital Improvement | | - | No | | 0000 |
| 409-480-8000-43030 | Engineering Services | | | | | | | | | |
| | 1810 Total: | 2,413.85 | | | | | | | | |
| 1811 | 03/28/2015 | 401.90 | 0.00 | 04/07/2015 | 2013.127 CSAH 15 Corridor | | - | No | | 0000 |
| 602-495-9450-43030 | Engineering Services | | | | | | | | | |

| Invoice # | Inv Date | Amount | Quantity | Unit Date | Description | Reference | Task | Type | PO # | Close POLine # |
|--------------------|----------------------|----------|----------|------------|----------------------------------|-----------|------|------|------|----------------|
| 1812 | 03/28/2015 | 401.90 | | | | | | | | |
| 601-494-9400-43030 | Engineering Services | 225.00 | 0.00 | 04/07/2015 | 2013.132 Pumhouse NO 4 | | - | No | | 0000 |
| 1812 Total: | | 225.00 | | | | | | | | |
| 1813 | 03/28/2015 | 1,742.46 | 0.00 | 04/07/2015 | 2013.133 LE Ave Trunk Watermain | | - | No | | 0000 |
| 601-494-9400-43030 | Engineering Services | 1,742.46 | 0.00 | 04/07/2015 | 2013.134 LE Ave Corridor | | - | No | | 0000 |
| 1813 Total: | | 5,932.80 | | | | | | | | |
| 1814 | 03/28/2015 | 152.00 | 0.00 | 04/07/2015 | 2013.135 2014 Street Improve | | - | No | | 0000 |
| 409-480-8000-43030 | Engineering Services | 152.00 | 0.00 | 04/07/2015 | 2014.129 Inwood Booster Station | | - | No | | 0000 |
| 1814 Total: | | 681.60 | | | | | | | | |
| 1815 | 03/28/2015 | 681.60 | 0.00 | 04/07/2015 | 2014.131 39th Street | | - | No | | 0000 |
| 409-480-8000-43030 | Engineering Services | 681.60 | 0.00 | 04/07/2015 | 2014.140 Jane Road 201 | | - | No | | 0000 |
| 1815 Total: | | 4,180.50 | | | | | | | | |
| 1816 | 03/28/2015 | 4,180.50 | 0.00 | 04/07/2015 | 2015.117 2015 Seal Coat | | - | No | | 0000 |
| 409-480-8000-43030 | Engineering Services | 4,180.50 | 0.00 | 04/07/2015 | 2015.120 Eagle Point Blvd Street | | - | No | | 0000 |
| 1816 Total: | | 1,314.25 | | | | | | | | |
| 1817 | 03/28/2015 | 1,314.25 | 0.00 | 04/07/2015 | 2012.130A Lennar 194 corridor | | - | No | | 0000 |
| 602-495-9450-43030 | Engineering Services | 827.50 | 0.00 | 04/07/2015 | 2013.128 Boulder Ponds | | - | No | | 0000 |
| 1817 Total: | | 827.50 | | | | | | | | |
| 1818 | 03/28/2015 | 1,782.25 | 0.00 | 04/07/2015 | 2013.129 Hammes | | - | No | | 0000 |
| 409-480-8000-43030 | Engineering Services | 1,782.25 | 0.00 | 04/07/2015 | 2013.130 Hunters Crossing | | - | No | | 0000 |
| 1818 Total: | | 305.00 | | | | | | | | |
| 1819 | 03/28/2015 | 305.00 | 0.00 | 04/07/2015 | 2014.124 Wildflower | | - | No | | 0000 |
| 409-480-8000-43030 | Engineering Services | 305.00 | 0.00 | 04/07/2015 | 2014.125 Village Preserve | | - | No | | 0000 |
| 1819 Total: | | 2,094.50 | | | | | | | | |
| 1820 | 03/28/2015 | 2,094.50 | 0.00 | 04/07/2015 | | | - | No | | 0000 |
| 409-480-8000-43030 | Engineering Services | | | | | | | | | |
| 1820 Total: | | | | | | | | | | |
| 1821 | 03/28/2015 | | | | | | | | | |
| 803-000-0000-22910 | Developer Payments | | | | | | | | | |
| 1821 Total: | | | | | | | | | | |
| 1822 | 03/28/2015 | | | | | | | | | |
| 803-000-0000-22910 | Developer Payments | | | | | | | | | |
| 1822 Total: | | | | | | | | | | |
| 1823 | 03/28/2015 | | | | | | | | | |
| 803-000-0000-22910 | Developer Payments | | | | | | | | | |
| 1823 Total: | | | | | | | | | | |
| 1824 | 03/28/2015 | | | | | | | | | |
| 803-000-0000-22910 | Developer Payments | | | | | | | | | |
| 1824 Total: | | | | | | | | | | |
| 1825 | 03/28/2015 | | | | | | | | | |
| 803-000-0000-22910 | Developer Payments | | | | | | | | | |
| 1825 Total: | | | | | | | | | | |
| 1826 | 03/28/2015 | | | | | | | | | |
| 803-000-0000-22910 | Developer Payments | | | | | | | | | |

| Invoice # | Inv Date | Amount | Quantity | Pmt Date | Description | Reference | Task | Type | PO # | Close POLine # |
|----------------------------------|--------------------------------|-----------|----------|------------|----------------------------------|-----------|------|------|------|----------------|
| 1827 | 03/28/2015 | 2,094.50 | 0.00 | 04/07/2015 | 2014.126 Easton Village | | - | No | | 0000 |
| 803-000-0000-22910 | Developer Payments | 838.00 | | | | | | | | |
| 1827 Total: | | 838.00 | | | | | | | | |
| 1828 | 03/28/2015 | 838.00 | 0.00 | 04/07/2015 | 2014.138 Savanna 2nd addition | | - | No | | 0000 |
| 803-000-0000-22910 | Developer Payments | 677.50 | | | | | | | | |
| 1828 Total: | | 677.50 | | | | | | | | |
| 1829 | 03/28/2015 | 1,395.00 | 0.00 | 04/07/2015 | 2014.139 Inwood PUD - Hans Hagen | | - | No | | 0000 |
| 803-000-0000-22910 | Developer Payments | 1,395.00 | | | | | | | | |
| 1829 Total: | | 1,395.00 | | | | | | | | |
| 1830 | 03/28/2015 | 383.50 | 0.00 | 04/07/2015 | 2015.121 Halcyon Cemetery | | - | No | | 0000 |
| 803-000-0000-22910 | Developer Payments | 383.50 | | | | | | | | |
| 1830 Total: | | 383.50 | | | | | | | | |
| 1831 | 03/28/2015 | 950.00 | 0.00 | 04/07/2015 | 2015.123 Hunter's Crossing - 2nd | | - | No | | 0000 |
| 803-000-0000-22910 | Developer Payments | 950.00 | | | | | | | | |
| 1831 Total: | | 950.00 | | | | | | | | |
| 1832 | 03/28/2015 | 126.50 | 0.00 | 04/07/2015 | 2015.124 Lennar 3rd | | - | No | | 0000 |
| 803-000-0000-22910 | Developer Payments | 126.50 | | | | | | | | |
| 1832 Total: | | 126.50 | | | | | | | | |
| FOCUS Total: | | 51,888.86 | | | | | | | | |
| GKSERVIC G&K Services | | | | | | | | | | |
| 1182806829 | 03/18/2015 | 37.62 | 0.00 | 04/07/2015 | Uniforms | | - | No | | 0000 |
| 101-430-3100-44170 | Uniforms | 37.62 | | | | | | | | |
| 1182806829 Total: | | 37.62 | | | | | | | | |
| GKSERVIC Total: | | 37.62 | | | | | | | | |
| Glamour Glamour | | | | | | | | | | |
| 206-450-5300-42500 | 04/02/2015 | 16.00 | 0.00 | 04/07/2015 | Subscription | | - | No | | 0000 |
| Library Collection Maintenance | | 16.00 | | | | | | | | |
| Total: | | 16.00 | | | | | | | | |
| Glamour Total: | | 16.00 | | | | | | | | |
| GREATAM Great America Financial | | | | | | | | | | |
| 16703721 | 03/16/2015 | 480.05 | 0.00 | 04/07/2015 | Copier Maintenance | | - | No | | 0000 |
| 101-410-1940-44040 | Repairs/Maint Contractual Eqpt | 480.05 | | | | | | | | |
| 16703721 Total: | | 480.05 | | | | | | | | |
| GREATAM Total: | | 480.05 | | | | | | | | |
| HOI IDEAYC Holiday Credit Office | | | | | | | | | | |
| 101-420-2220-42120 | 03/15/2015 | 393.78 | 0.00 | 04/07/2015 | Fuel | | - | No | | 0000 |
| Fuel, Oil and Fluids | | 393.78 | | | | | | | | |

| Invoice # | Inv Date | Amount | Quantity | Unit Date | Description | Reference | Task | Type | PO # | Close POLine # |
|---|------------|-----------|----------|------------|----------------------|-----------|------|------|------|----------------|
| Total: | | 393.78 | | | | | | | | |
| HOLIDAYC Total: | | 393.78 | | | | | | | | |
| <hr/> | | | | | | | | | | |
| HOTSYS HotsyMinnesota.com | | | | | | | | | | |
| 48208 | 03/16/2015 | 215.00 | 0.00 | 04/07/2015 | Maintenance supplies | | - | No | | 0000 |
| 101-450-5200-44010 Repairs/Maint Bldg | | | | | | | | | | |
| 48208 Total: | | 215.00 | | | | | | | | |
| 48209 | 03/09/2015 | 280.60 | 0.00 | 04/07/2015 | Building repair | | - | No | | 0000 |
| 101-450-5200-44010 Repairs/Maint Bldg | | | | | | | | | | |
| 48209 Total: | | 280.60 | | | | | | | | |
| HOTSYS Total: | | 495.60 | | | | | | | | |
| <hr/> | | | | | | | | | | |
| HOUSEWR Housewright David | | | | | | | | | | |
| | 02/19/2015 | 100.00 | 0.00 | 04/07/2015 | Author visit | | - | No | | 0000 |
| 206-450-5300-42500 Library Collection Maintenance | | | | | | | | | | |
| Total: | | 100.00 | | | | | | | | |
| HOUSEWR Total: | | 100.00 | | | | | | | | |
| <hr/> | | | | | | | | | | |
| INNOVAT Innovative Office Solutions | | | | | | | | | | |
| 01QV9765 | 03/06/2015 | 135.02 | 0.00 | 04/07/2015 | Office supplies | | - | No | | 0000 |
| 101-410-1320-42000 Office Supplies | | | | | | | | | | |
| 01QV9765 Total: | | 135.02 | | | | | | | | |
| 01QW0623 | 03/09/2015 | 11.95 | 0.00 | 04/07/2015 | Office supplies | | - | No | | 0000 |
| 101-410-1910-42000 Office Supplies | | | | | | | | | | |
| 01QW0623 Total: | | 11.95 | | | | | | | | |
| 01QW4185 | 03/17/2015 | 60.15 | 0.00 | 04/07/2015 | Office Supplies | | - | No | | 0000 |
| 101-410-1320-42000 Office Supplies | | | | | | | | | | |
| 01QW4185 Total: | | 60.15 | | | | | | | | |
| 01QW7045 | 03/24/2015 | 79.78 | 0.00 | 04/07/2015 | Toner for fax | | - | No | | 0000 |
| 101-410-1320-42000 Office Supplies | | | | | | | | | | |
| 01QW7045 Total: | | 79.78 | | | | | | | | |
| 01QW7045 | 03/24/2015 | 14.26 | 0.00 | 04/07/2015 | Office Supplies | | - | No | | 0000 |
| 101-410-1910-42000 Office Supplies | | | | | | | | | | |
| 01QW7045 Total: | | 14.26 | | | | | | | | |
| INNOVAT Total: | | 301.16 | | | | | | | | |
| <hr/> | | | | | | | | | | |
| JIRROOFI JTR Roofing Inc | | | | | | | | | | |
| | 12/04/2014 | 8,145.00 | 0.00 | 04/07/2015 | Building Gutters | | - | No | | 0000 |
| 206-450-5300-44010 Repairs/Maint Bldg | | | | | | | | | | |
| 02/16/2015 | | 2,800.00 | 0.00 | 04/07/2015 | Building Gutters | | - | No | | 0000 |
| 206-450-5300-44010 Repairs/Maint Bldg | | | | | | | | | | |
| Total: | | 10,945.00 | | | | | | | | |

| Invoice # | Inv Date | Amount | Quantity | Unit Date | Description | Reference | Task | Type | PO # | Close POLine # |
|---|------------|-----------|----------|------------|--------------------|-----------|------|------|------|----------------|
| JIRROOFI Total: | | 10,945.00 | | | | | | | | |
| <hr/> | | | | | | | | | | |
| KALMBACH Kalmbach Publishing Co | | | | | | | | | | |
| | 03/11/2015 | 15.00 | 0.00 | 04/07/2015 | Subscription | | - | No | | 0000 |
| 206-450-5300-42500 Library Collection Maintenance | | | | | | | | | | |
| Total: | | 15.00 | | | | | | | | |
| KALMBACH Total: | | 15.00 | | | | | | | | |
| <hr/> | | | | | | | | | | |
| kathfuel Kath Fuel Oil Service Co | | | | | | | | | | |
| 198001 | 02/04/2015 | 718.28 | 0.00 | 04/07/2015 | Fuel | | - | No | | 0000 |
| 101-430-3100-42120 Fuel, Oil and Fluids | | | | | | | | | | |
| 503430 | 03/19/2015 | 718.28 | | | | | | | | |
| 101-430-3100-42120 Fuel, Oil and Fluids | | | | | | | | | | |
| 503430 Total: | | 850.85 | 0.00 | 04/07/2015 | Fuel | | - | No | | 0000 |
| kathfuel Total: | | 1,569.13 | | | | | | | | |
| <hr/> | | | | | | | | | | |
| KORTHER KORTHER ERIC | | | | | | | | | | |
| PC 3/23/15 | 03/23/2015 | 55.00 | 0.00 | 04/07/2015 | Cable Operations | | - | No | | 0000 |
| 101-410-1450-43620 Cable Operations | | | | | | | | | | |
| PC 3/23/15 Total: | | 55.00 | | | | | | | | |
| KORTHER Total: | | 55.00 | | | | | | | | |
| <hr/> | | | | | | | | | | |
| LANG RON Ron's Inspection Services, LLC | | | | | | | | | | |
| 11 | 04/01/2015 | 2,457.75 | 0.00 | 04/07/2015 | Inspector Services | | - | No | | 0000 |
| 101-420-2400-43150 Inspector Contract Services | | | | | | | | | | |
| 11 | 04/01/2015 | 310.50 | 0.00 | 04/07/2015 | Mileage | | - | No | | 0000 |
| 101-420-2400-43310 Mileage | | | | | | | | | | |
| 11 Total: | | 2,768.25 | | | | | | | | |
| LANG RON Total: | | 2,768.25 | | | | | | | | |
| <hr/> | | | | | | | | | | |
| Libraryl Library Ideas | | | | | | | | | | |
| 44651 | 02/28/2015 | 3.50 | 0.00 | 04/07/2015 | Freeding as you go | | - | No | | 0000 |
| 206-450-5300-42500 Library Collection Maintenance | | | | | | | | | | |
| 44651 Total: | | 3.50 | | | | | | | | |
| Various | 02/26/2015 | 21.50 | 0.00 | 04/07/2015 | Freeding as you go | | - | No | | 0000 |
| 206-450-5300-42500 Library Collection Maintenance | | | | | | | | | | |
| Various Total: | | 21.50 | | | | | | | | |
| Libraryl Total: | | 25.00 | | | | | | | | |

| Invoice # | Inv Date | Amount | Quantity | Pmt Date | Description | Reference | Task | Type | PO # | Close POLine # |
|-----------------------------------|------------------------------|--------|----------|------------|----------------------|-----------|------|------|------|----------------|
| LUNDGREN Lundgren Jill | | | | | | | | | | |
| | 03/17/2015 | 86.36 | 0.00 | 04/07/2015 | Mileage | | - | No | | 0000 |
| 101-410-1110-43310 | Mileage | | | | | | | | | |
| | 03/17/2015 | 55.00 | 0.00 | 04/07/2015 | Farmer's Market Book | | - | No | | 0000 |
| 101-410-1110-44300 | Miscellaneous | | | | | | | | | |
| Total: | | 141.36 | | | | | | | | |
| LUNDGREN Total: | | 141.36 | | | | | | | | |
| MENARDSO Menards - Oakdale | | | | | | | | | | |
| 70699 | 03/11/2015 | 119.05 | 0.00 | 04/07/2015 | Maintenance supplies | | - | No | | 0000 |
| 601-494-9400-42270 | Utility System Maintenance | | | | | | | | | |
| 70699 Total: | | 119.05 | | | | | | | | |
| 70822 | 03/11/2015 | 39.99 | 0.00 | 04/07/2015 | Degreaser | | - | No | | 0000 |
| 101-430-3120-42240 | Street Maintenance Materials | | | | | | | | | |
| 70822 Total: | | 39.99 | | | | | | | | |
| 70850 | 03/19/2015 | 15.04 | 0.00 | 04/07/2015 | Landscaping Supplies | | - | No | | 0000 |
| 101-450-5200-42250 | Landscaping Materials | | | | | | | | | |
| 70850 Total: | | 15.04 | | | | | | | | |
| 71351 | 03/19/2015 | 74.92 | 0.00 | 04/07/2015 | Shop supplies | | - | No | | 0000 |
| 101-450-5200-42150 | Shop Materials | | | | | | | | | |
| 71351 Total: | | 74.92 | | | | | | | | |
| MENARDSO Total: | | 249.00 | | | | | | | | |
| MENARDST Menards - Stillwater | | | | | | | | | | |
| 60857 | 03/10/2015 | 29.54 | 0.00 | 04/07/2015 | Floor Dri | | - | No | | 0000 |
| 101-420-2220-42400 | Small Tools & Equipment | | | | | | | | | |
| 60857 | 03/10/2015 | 6.46 | 0.00 | 04/07/2015 | Compressor parts | | - | No | | 0000 |
| 101-420-2220-44040 | Repairs/Maint Eqpt | | | | | | | | | |
| 60857 Total: | | 36.00 | | | | | | | | |
| 61220 | 03/16/2015 | 28.35 | 0.00 | 04/07/2015 | Station supplies | | - | No | | 0000 |
| 101-420-2220-44010 | Repairs/Maint Bldg | | | | | | | | | |
| 61220 | 03/16/2015 | 4.19 | 0.00 | 04/07/2015 | Maint. for boat | | - | No | | 0000 |
| 101-420-2220-44040 | Repairs/Maint Eqpt | | | | | | | | | |
| 61220 Total: | | 32.54 | | | | | | | | |
| MENARDST Total: | | 68.54 | | | | | | | | |
| MES Municipal Emergency Svs. Inc. | | | | | | | | | | |
| 00614360SNV | 03/23/2015 | 253.16 | 0.00 | 04/07/2015 | 2-5" Storz fittings | | - | No | | 0000 |
| 101-420-2220-42400 | Small Tools & Equipment | | | | | | | | | |
| 00614360SNV Total: | | 253.16 | | | | | | | | |
| MES Total: | | 253.16 | | | | | | | | |

| Invoice # | Inv Date | Amount | Quantity | Pmt Date | Description | Reference | Task | Type | PO # | Close POLine # |
|---|----------|----------------------------------|----------|------------|------------------------------|-----------|------|------|------|----------------|
| MILLFLEX Miller Excavating, Inc. 19197 03/20/2015 601-494-9400-44030 Repairs/Maint Imp Not Bldgs 19197 Total: MILLFLEX Total: | | 2,359.25 2,359.25 2,359.25 | 0.00 | 04/07/2015 | Water main break | | - | No | | 0000 |
| MOVIE MOVIE LICENSING USA 2024276 02/17/2015 206-450-5300-42500 Library Collection Maintenance 2024276 Total: MOVIE Total: | | 255.00 255.00 255.00 | 0.00 | 04/07/2015 | Copyright compliance license | | - | No | | 0000 |
| NAIGEO National Geographic Society 04/02/2015 206-450-5300-42500 Library Collection Maintenance Total: NAIGEO Total: | | 19.95 19.95 19.95 | 0.00 | 04/07/2015 | Subscription | | - | No | | 0000 |
| ONECALL Gopher State One Call 134433 03/31/2015 101-430-3100-43150 Contract Services 134433 Total: ONECALL Total: | | 146.75 146.75 146.75 | 0.00 | 04/07/2015 | Tickets | | - | No | | 0000 |
| PEOPLEMAG People 04/02/2015 206-450-5300-42500 Library Collection Maintenance Total: PEOPLEMAG Total: | | 116.07 116.07 116.07 | 0.00 | 04/07/2015 | Subscription | | - | No | | 0000 |
| REALSIMP Real Simple 03/11/2015 206-450-5300-42500 Library Collection Maintenance Total: REALSIMP Total: | | 23.95 23.95 23.95 | 0.00 | 04/07/2015 | Subscription | | - | No | | 0000 |
| RIVRCCOOP River Country Cooperative 02/28/2015 101-420-2220-42120 Fuel, Oil and Fluids Total: | | 160.49 160.49 | 0.00 | 04/07/2015 | Fuel | | - | No | | 0000 |

| Invoice # | Inv Date | Amount | Quantity | Unit Date | Description | Reference | Task | Type | PO # | Close POLine # |
|---|--------------------------------|-----------|----------|------------|------------------------------|-----------|------|------|------|----------------|
| | RIVRCOOP Total: | 160.49 | | | | | | | | |
| SAMSCCLUB Sam's Club | 03/16/2015 | | | | | | | | | |
| 101-420-2220-44010 | Repairs/Maint Bldg | 101.40 | 0.00 | 04/07/2015 | Station Supplies | | - | No | | 0000 |
| | 03/16/2015 | | | | | | | | | |
| 101-420-2220-44300 | Miscellaneous | 19.90 | 0.00 | 04/07/2015 | Rehab Supplies | | - | No | | 0000 |
| | 03/16/2015 | | | | | | | | | |
| 101-420-2220-44300 | Miscellaneous | -6.25 | 0.00 | 04/07/2015 | Rehab Supplies | | - | No | | 0000 |
| | Total: | 115.05 | | | | | | | | |
| 03072015 | 03/07/2015 | 90.00 | 0.00 | 04/07/2015 | Sams club renewal | | - | No | | 0000 |
| 101-410-1320-44330 | Dues & Subscriptions | 90.00 | | | | | | | | |
| | 03072015 Total: | 90.00 | | | | | | | | |
| | SAMSCCLUB Total: | 205.05 | | | | | | | | |
| SCHWAAB Schwaab, Inc. | | | | | | | | | | |
| F40393 | 03/09/2015 | 69.24 | 0.00 | 04/07/2015 | Self Inking Stamps | | - | No | | 0000 |
| 101-410-1320-42000 | Office Supplies | 69.24 | | | | | | | | |
| | E40393 Total: | 69.24 | | | | | | | | |
| | SCHWAAB Total: | 69.24 | | | | | | | | |
| SELECTAC Select/Account | | | | | | | | | | |
| 1088779 | 02/08/2015 | 6.33 | 0.00 | 04/07/2015 | Participant Fee 3/01-3/31/15 | | - | No | | 0000 |
| 101-410-1520-43150 | Contract Services | 6.33 | | | | | | | | |
| | 1088779 Total: | 6.33 | | | | | | | | |
| | SELECTAC Total: | 6.33 | | | | | | | | |
| SMITHSCH Smith Schafer & Associates,LTD | | | | | | | | | | |
| 25451 | 03/11/2015 | 12,225.00 | 0.00 | 04/07/2015 | Interim Billing | | - | No | | 0000 |
| 101-410-1520-43010 | Audit Services | 12,225.00 | | | | | | | | |
| | 25451 Total: | 12,225.00 | | | | | | | | |
| | SMITHSCH Total: | 12,225.00 | | | | | | | | |
| SPORTSIL Sports Illustrated | | | | | | | | | | |
| | 03/11/2015 | 20.00 | 0.00 | 04/07/2015 | Subscription | | - | No | | 0000 |
| 206-450-5300-42500 | Library Collection Maintenance | 20.00 | | | | | | | | |
| | Total: | 20.00 | | | | | | | | |
| | SPORTSIL Total: | 20.00 | | | | | | | | |

| Invoice # | Inv Date | Amount | Quantity | Fmt Date | Description | Reference | Task | Type | PO # | Close POLine # |
|-----------------------------------|--------------------------------|--------|----------|------------|---------------------------------|-----------|------|------|------|----------------|
| SPRINT Sprint | | | | | | | | | | |
| 761950227-144 | 03/18/2015 | 69.98 | 0.00 | 04/07/2015 | Cell phones - Admin | | - | No | | 0000 |
| 101-410-1940-43210 | Telephone | | | | | | | | | |
| 761950227-144 | 03/18/2015 | 237.90 | 0.00 | 04/07/2015 | Cell phones - Fire | | - | No | | 0000 |
| 101-420-2220-43210 | Telephone | | | | | | | | | |
| 761950227-144 | 03/18/2015 | 47.66 | 0.00 | 04/07/2015 | Cell phones - Building | | - | No | | 0000 |
| 101-420-2400-43210 | Telephone | | | | | | | | | |
| 761950227-144 | 03/18/2015 | 87.07 | 0.00 | 04/07/2015 | Cell phones - PW | | - | No | | 0000 |
| 101-430-3100-43210 | Telephone | | | | | | | | | |
| 761950227-144 | 03/18/2015 | 93.27 | 0.00 | 04/07/2015 | Cell phones - Parks | | - | No | | 0000 |
| 101-450-5200-43210 | Telephone | | | | | | | | | |
| 761950227-144 | 03/18/2015 | 55.78 | 0.00 | 04/07/2015 | Cell phones - Taxpayer Services | | - | No | | 0000 |
| 101-410-1450-43210 | Telephone | | | | | | | | | |
| 761950227-144 | 03/18/2015 | 18.87 | 0.00 | 04/07/2015 | Cell phones - PLanning | | - | No | | 0000 |
| 101-410-1910-43210 | Telephone | | | | | | | | | |
| | 761950227-144 Total: | 610.53 | | | | | | | | |
| | SPRINT Total: | 610.53 | | | | | | | | |
| SRECONSUSRF Consulting Group, Inc | | | | | | | | | | |
| | 02/28/2015 | 291.00 | 0.00 | 04/07/2015 | State Highway 36 Road Study | | - | No | | 0000 |
| 409-480-8000-43030 | Engineering Services | | | | | | | | | |
| | Total: | 291.00 | | | | | | | | |
| | SRECONSUS Total: | 291.00 | | | | | | | | |
| TDS TDS Metrocom - LLC | | | | | | | | | | |
| 651779882 | 03/13/2015 | 89.53 | 0.00 | 04/07/2015 | Analog - Fire | | - | No | | 0000 |
| 101-430-2220-43210 | Telephone | | | | | | | | | |
| 651779882 | 03/13/2015 | 209.88 | 0.00 | 04/07/2015 | Analog - PW | | - | No | | 0000 |
| 101-430-3100-43210 | Telephone | | | | | | | | | |
| 651779882 | 03/13/2015 | 82.58 | 0.00 | 04/07/2015 | Analog - Lift Station alarms | | - | No | | 0000 |
| 602-495-9450-43210 | Telephone | | | | | | | | | |
| 651779882 | 03/13/2015 | 43.29 | 0.00 | 04/07/2015 | Alarm - Well House 2 | | - | No | | 0000 |
| 601-494-9400-43210 | Telephone | | | | | | | | | |
| | 651779882 Total: | 425.28 | | | | | | | | |
| | TDS Total: | 425.28 | | | | | | | | |
| TEILANDM TEI Landmark Audio | | | | | | | | | | |
| 11834123 | 02/25/2015 | 163.77 | 0.00 | 04/07/2015 | Used Audio CDs | | - | No | | 0000 |
| 206-450-5300-42500 | Library Collection Maintenance | | | | | | | | | |
| | 11834123 Total: | 163.77 | | | | | | | | |
| | TEILANDM Total: | 163.77 | | | | | | | | |

| Invoice # | Inv Date | Amount | Quantity | Pmt Date | Description | Reference | Task | Type | PO # | Close POLine # |
|---|----------|----------|----------|------------|---------------------------------|-----------|------|------|------|----------------|
| TESSMAN Tessman Company Corp S209208-IN 03/18/2015 | | 580.14 | 0.00 | 04/07/2015 | Landscape repair supplies | | - | No | | 0000 |
| 101-430-3125-42250 Landscaping Materials S209208-IN Total: | | 580.14 | | | | | | | | |
| TESSMAN Total: | | 580.14 | | | | | | | | |
| TKDA TKDA, Inc. 002015000406 03/09/2015 | | 37.20 | 0.00 | 04/07/2015 | 2013.133 LE Ave Trunk Watermain | | - | No | | 0000 |
| 601-494-9400-43030 Engineering Services 002015000406 Total: | | 37.20 | | | | | | | | |
| TKDA Total: | | 37.20 | | | | | | | | |
| TMOBILE T Mobile 03/10/2015 | | 20.58 | 0.00 | 04/07/2015 | SCADA line | | - | No | | 0000 |
| 601-494-9400-43210 Telephone Total: | | 20.58 | | | | | | | | |
| TMOBILE Total: | | 20.58 | | | | | | | | |
| TOOLGUY The Tool Guy, LLC 03/24/2015 | | 69.56 | 0.00 | 04/07/2015 | Tools | | - | No | | 0000 |
| 2765 101-430-3100-42400 Small Tools & Minor Equipment 2765 Total: | | 69.56 | | | | | | | | |
| TOOLGUY Total: | | 69.56 | | | | | | | | |
| VANITY Vanity Fair 04/02/2015 | | 26.00 | 0.00 | 04/07/2015 | Subscription | | - | No | | 0000 |
| 206-450-5300-42500 Library Collection Maintenance Total: | | 26.00 | | | | | | | | |
| VANITY Total: | | 26.00 | | | | | | | | |
| WASRADIO Washington County 80714 03/16/2015 | | 309.06 | 0.00 | 04/07/2015 | 1st Qtr radio usage | | - | No | | 0000 |
| 101-430-3100-43230 Radio 80714 Total: | | 309.06 | | | | | | | | |
| 80715 03/16/2015 | | 3,914.76 | 0.00 | 04/07/2015 | Qtr user fee for 800 MHz radios | | - | No | | 0000 |
| 101-420-2220-43230 Radio 80715 Total: | | 3,914.76 | | | | | | | | |
| WASRADIO Total: | | 4,223.82 | | | | | | | | |

| Invoice # | Inv Date | Amount | Quantity | Unit Date | Description | Reference | Task | Type | PO # | Close POLine # |
|--------------------------|--------------------------------|------------|----------|------------|---------------------------|-----------|------|------|------|----------------|
| WHEATON Wheaton Joseph | | | | | | | | | | |
| 20130331 | 04/01/2015 | 1,010.62 | 0.00 | 04/07/2015 | Match Inspection Services | | - | No | | 0000 |
| 101-000-0000-20802 | Electrical Permit Fees Payable | 1,010.62 | | | | | | | | |
| | 20130331 Total: | 1,010.62 | | | | | | | | |
| | WHEATON Total: | | | | | | | | | |
| Whiteani White Anifa | | | | | | | | | | |
| CC 3/17/15 | 03/17/2015 | 55.00 | 0.00 | 04/07/2015 | Cable Operations | | - | No | | 0000 |
| 101-410-1450-43620 | Cable Operations | 55.00 | | | | | | | | |
| | CC 3/17/15 Total: | 55.00 | | | | | | | | |
| CC 3/24/15 | 03/24/2015 | 37.81 | 0.00 | 04/07/2015 | Cable Operations | | - | No | | 0000 |
| 101-410-1450-43620 | Cable Operations | 37.81 | | | | | | | | |
| | CC 3/24/15 Total: | 37.81 | | | | | | | | |
| | Whiteani Total: | 92.81 | | | | | | | | |
| WINNICK Winnick Supply | | | | | | | | | | |
| 291655 | 03/19/2015 | 251.10 | 0.00 | 04/07/2015 | Maintenance supplies | | - | No | | 0000 |
| 603-496-9500-42270 | Utility System Maint Supplies | 251.10 | | | | | | | | |
| | 291655 Total: | 251.10 | | | | | | | | |
| | WINNICK Total: | 251.10 | | | | | | | | |
| YALEMECH Yale Mechanical | | | | | | | | | | |
| 153666,730 | 03/09/2015 | 597.76 | 0.00 | 04/07/2015 | Maintenance City Hall | | - | No | | 0000 |
| 101-410-1940-44010 | Repairs/Maint Contractual Bldg | 597.76 | | | | | | | | |
| | 153666,730 Total: | 597.76 | | | | | | | | |
| 154610 | 03/09/2015 | 1,339.46 | 0.00 | 04/07/2015 | Maintenance Public Works | | - | No | | 0000 |
| 101-430-3100-44010 | Repairs/Maint Bldg | 1,339.46 | | | | | | | | |
| | 154610 Total: | 1,339.46 | | | | | | | | |
| 157771,154611/2 | 03/09/2015 | 1,635.53 | 0.00 | 04/07/2015 | Maintenance Fire Stations | | - | No | | 0000 |
| 101-420-2220-44010 | Repairs/Maint Bldg | 1,635.53 | | | | | | | | |
| | 157771,154611/2 Total: | 1,635.53 | | | | | | | | |
| | YALEMECH Total: | 3,572.75 | | | | | | | | |
| | Report Total: | 109,776.13 | | | | | | | | |

Accounts Payable To Be Paid Proof List

User: PattyB

Printed: 04/02/2015 - 9:54 AM

Batch: 003-04-2015

| Invoice # | Inv Date | Amount | Quantity | Pmt Date | Description | Reference | Task | Type | PO # | Close POLine # |
|--|------------|----------|----------|------------|---------------------------|-----------|------|------|------|----------------|
| DELTA Delta Dental Of Minnesota 5924525 | 03/15/2015 | 1,724.60 | 0.00 | 04/07/2015 | April Premium | | - | No | | 0000 |
| 101-000-0000-21706 Medical Insurance | | 1,724.60 | | | | | | | | |
| 5924525 Total: | | 1,724.60 | | | | | | | | |
| DELTA Total: | | 1,724.60 | | | | | | | | |
| LEAGMN League of MN Cities 215607 | 04/01/2015 | 85.00 | 0.00 | 04/07/2015 | Annual Mayor's Conference | | - | No | | 0000 |
| 101-410-1110-44370 Conferences & Training | | 85.00 | | | | | | | | |
| 215607 Total: | | 85.00 | | | | | | | | |
| LEAGMN Total: | | 85.00 | | | | | | | | |
| NCPERS 566200-NCPERS Minnesota 5662415 | 03/20/2015 | 160.00 | 0.00 | 04/07/2015 | April Premium | | - | No | | 0000 |
| 101-000-0000-21708 Other Benefits | | 160.00 | | | | | | | | |
| 5662415 Total: | | 160.00 | | | | | | | | |
| NCPERS Total: | | 160.00 | | | | | | | | |
| RABOUIN RABOUIN, INC 04/01/2015 | | 2,500.00 | 0.00 | 04/07/2015 | April Monthly Installment | | - | No | | 0000 |
| 101-410-1320-43100 Assessing Services | | 2,500.00 | | | | | | | | |
| Total: | | 2,500.00 | | | | | | | | |
| RABOUIN Total: | | 2,500.00 | | | | | | | | |
| Report Total: | | 4,469.60 | | | | | | | | |



MAYOR & COUNCIL COMMUNICATION

DATE: April 7, 2015
**CONSENT
ITEM
MOTION**

AGENDA ITEM: New Single Family Home Permit Report

SUBMITTED BY: Rick Chase, Building Official

THROUGH: Rick Chase, Building Official

REVIEWED BY: Kyle Klatt, Planning Director

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 monthly new single family home permit report through February, 2015. No specific motion is needed as this is recommended as part of the *Consent Agenda*.

LEGISLATIVE HISTORY/BACKGROUND INFORMATION:

| | <u>2015</u> | <u>2014</u> | <u>2013</u> |
|-------------------------|---------------|---------------|---------------|
| New Homes | 8 | 1 | 6 |
| Total valuation | \$3,559,370 | \$825,000 | \$2,532,289 |
| Average home value | 444,921 | 825,000 | 422,000 |
| Total Valuation YTD | 5,348,857 | 1,220,483 | 2,876,283 |

RECOMMENDATION: Based on the aforementioned, the staff recommends the City Council accept the February, 2015 monthly new home building permit report.



MAYOR & COUNCIL COMMUNICATION

DATE: April 7, 2015
CONSENT
ITEM #4
MOTION

AGENDA ITEM: Request for approval of an abatement for assessments levied in 2015

SUBMITTED BY: Cathy Bendel, Finance Director

THROUGH: Cathy Bendel, Finance Director

REVIEWED BY:

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: NA

SUMMARY AND ACTION REQUESTED: As part of the Consent Agenda, the City Council is respectfully requested to consider approval to remove the following parcels from the 2015 assessment roll with Washington County:

- 04.029.21.23.0003
- 04.029.21.23.0010
- 04.029.21.24.0004
- 05.029.21.14.0013
- 05.029.21.14.0019

BACKGROUND INFORMATION/STAFF REPORT: Residents have the option to either pay the City directly or to pay the County through their tax roll for street assessments. These parcels paid their assessments direct to the City in 2013. The 2014 assessments were abated,

however the remaining balances were not deleted. As a result, the assessments remained in the Washington County file for the 2015 assessment roll in error. To resolve this, the 2015 tax assessments need to be abated which will result in a revised tax statement being sent to each of the property owners. In addition, a deletion form will be filed with the County to ensure the assessments are permanently removed from the future tax roll files.

RECOMMENDATION: Based on the fact that all of these assessments have been paid in full, it is recommended that the City Council approve Resolution 2015-26 so that an abatement of the assessment can be filed with Washington County.

ATTACHMENTS:

1. Washington County Abatement Forms
2. Resolution 2015-26

**WASHINGTON COUNTY ASSESSMENT DIVISION
APPLICATION FOR ABATEMENT - GENERAL FORM
CLASSIFICATION / DISASTER CREDIT / SPECIAL ASSESSMENTS**

Received: _____ Assessment Year: **2014**
Worksheet# _____ Payable Year: **2015**

APPLICANT

| | | | | | |
|---|--------------------|---------------------|--|-------|------|
| Owner's Name (please print or type) Carol and Todd Benjamin | | | Soc. Sec. / Fed ID | Phone | Cell |
| Owner's Name | | | Soc. Sec. / Fed ID | Phone | Cell |
| Owner's Name | | | Soc. Sec. / Fed ID | Phone | Cell |
| Owner's Mailing Address 5695 Highlands Trail N | | | Property Address (if different from mailing address) | | |
| City Lake Elmo | State MN | Zip 55042 | City | State | Zip |

DESCRIPTION OF PROPERTY

| | | | |
|--|--------------------------------------|---------------------------------|-----|
| Property ID Number 04.029.21.23.0003 | Linked Group Number | | |
| Legal Description of Property | City or Township Lake Elmo | School District # 834 | TAG |

ASSESSOR'S ESTIMATED MARKET VALUE

Original:

| Land EMV | Improvement EMV | Total | Class |
|----------|-----------------|-------|-------|
| | | 0 | |

Revised:

| Land EMV | Improvement EMV | Total | Class |
|----------|-----------------|-------|-------|
| | | 0 | |

Applicant's Statement of Facts:

The City of Lake Elmo assessed this parcel for the 2012 street project assessment in error.
An abatement form was filed for the 2014 tax roll to remove the 2014 assessment; however no deletion form was filed to remove the remaining assessment balance resulting in the assessment remaining in the 2015 tax roll file in error.

Applicant's Request:

Abate the special assessment and interest for Pay 2015 in the amount of \$421.50. (\$300 prin \$121.50 int)

Applicant's Signature: Cathy Bendel Date: 4/3/15

NOTE: M.S. §609.41, "Whoever, in making any statement, oral or written, which is required or authorized by law to be made as a basis of imposing, reducing, or abating any tax or assessment, intentionally makes any statement (as to any material matter whi

Note: Must include city/Township Resolution for reductions on assessments
Note: Must include Fire report for Local Option Disaster Credit

OFFICE USE ONLY

| ORIGINAL | Class | EMVL | EMVI | EMV | TMV | Tax Capacity | Taxes Credits | SPASS | Total Tax |
|--------------|-------|------|------|-----|-----|--------------|---------------|-------|-----------|
| | | | | | | | LNTC | | |
| Val Grp - 1 | | | | - | | | TIF | | |
| Val Grp - 2 | | | | - | | | FD | | |
| Val Grp - 3 | | | | - | | | STATE | | |
| Val Grp - 4 | | | | - | | | RMV | | |
| Val Grp - 5 | | | | - | | | PWRL CR | | |
| TOTAL | | - | - | - | - | - | AG CR | | |
| | | | | | | | HST CR | | |
| | | | | | | | TOTAL | - | - |

| REVISED | Class | EMVL | EMVI | EMV | TMV | Tax Capacity | Taxes Credits | SPASS | Total Tax |
|--------------|-------|------|------|-----|-----|--------------|---------------|-------|-----------|
| | | | | | | | LNTC | | |
| Val Grp - 1 | | | | - | | | TIF | | |
| Val Grp - 2 | | | | - | | | FD | | |
| Val Grp - 3 | | | | - | | | STATE | | |
| Val Grp - 4 | | | | - | | | RMV | | |
| Val Grp - 5 | | | | - | | | PWRL CR | | |
| TOTAL | | - | - | - | - | - | AG CR | | |
| | | | | | | | HST CR | | |
| | | | | | | | TOTAL | - | - |

| | | | | | | | | | |
|-------------------------|--|---|---|---|---|---|--|---|---|
| TOTAL DIFFERENCE | | - | - | - | - | - | | - | - |
|-------------------------|--|---|---|---|---|---|--|---|---|

REPORT OF INVESTIGATION

Tax is paid as of: _____ Local Tax Rate: _____
 Tax NOT paid as of: _____ RMV Rate: _____

After examining the applicant's claims, I have carefully investigated this application and find the facts to be as follows:

Investigator's Signature: _____ Date: _____

CERTIFICATE OF APPROVAL - COUNTY ASSESSOR

Note: (under \$10,000) For this abatement to be approved, the Assessor and Director of Property Records & Taxpayer Services must both favorably recommend its adoption.

ASSESSOR'S RECOMMENDATION (County Assessor or City Assessor)

CRITERIA:

| | | | |
|-----------------------------------|---------------------------------|----------------------|-------|
| Approved <input type="checkbox"/> | Denied <input type="checkbox"/> | Assessor's Signature | Date: |
|-----------------------------------|---------------------------------|----------------------|-------|

DIRECTOR'S RECOMMENDATION

| | | | |
|-----------------------------------|---------------------------------|----------------------|-------|
| Approved <input type="checkbox"/> | Denied <input type="checkbox"/> | Director's Signature | Date: |
|-----------------------------------|---------------------------------|----------------------|-------|

COUNTY BOARD OF COMMISSIONER'S - COUNTY AUDITOR

Note: For abatements resulting in a change of \$10,000 and above including tax, penalty and interest. For this abatement to be approved, the Assessor, Director of Property Records & Taxpayer Services, and the County Board of Commissioners must all favorably recommend its adoption.

| | | | |
|-----------------------------------|---------------------------------|---------------------|-------|
| Approved <input type="checkbox"/> | Denied <input type="checkbox"/> | Auditor's Signature | Date: |
|-----------------------------------|---------------------------------|---------------------|-------|

I certify that at a meeting held (month, day) _____ (year) _____ the County Board of Commissioners took the above action on this abatement. This action was duly adopted and entered upon the minutes of its proceedings as a public record, s

**WASHINGTON COUNTY ASSESSMENT DIVISION
APPLICATION FOR ABATEMENT - GENERAL FORM
CLASSIFICATION / DISASTER CREDIT / SPECIAL ASSESSMENTS**

Received: _____

Assessment Year: **2014**

Worksheet# _____

Payable Year: **2015**

APPLICANT

| | | | | | |
|--|--------------------|---------------------|--|-------|------|
| Owner's Name (please print or type) Justin Hauer | | | Soc. Sec. / Fed ID | Phone | Cell |
| Owner's Name | | | Soc. Sec. / Fed ID | Phone | Cell |
| Owner's Name | | | Soc. Sec. / Fed ID | Phone | Cell |
| Owner's Mailing Address 5787 Highlands Ct N | | | Property Address (if different from mailing address) | | |
| City Lake Elmo | State MN | Zip 55042 | City | State | Zip |

DESCRIPTION OF PROPERTY

| | | | |
|--|--------------------------------------|---------------------------------|-----|
| Property ID Number 04.029.21.23.0010 | Linked Group Number | | |
| Legal Description of Property | City or Township Lake Elmo | School District # 834 | TAG |

ASSESSOR'S ESTIMATED MARKET VALUE

Original:

| Land EMV | Improvement EMV | Total | Class |
|----------|-----------------|----------|-------|
| | | 0 | |

Revised:

| Land EMV | Improvement EMV | Total | Class |
|----------|-----------------|----------|-------|
| | | 0 | |

Applicant's Statement of Facts:

The City of Lake Elmo assessed this parcel for the 2012 street project assessment in error.
An abatement form was filed for the 2014 tax roll to remove the 2014 assessment; however no deletion form was filed to remove the remaining assessment balance resulting in the assessment remaining in the 2015 tax roll file in error.

Applicant's Request:

Abate the special assessment and interest for Pay 2015 in the amount of \$421.50. (\$300 prin \$121.50 int)

Applicant's Signature:

Caely Bendel

Date:

4/3/15

NOTE: M.S. §609.41, "Whoever, in making any statement, oral or written, which is required or authorized by law to be made as a basis of imposing, reducing, or abating any tax or assessment, intentionally makes any statement (as to any material matter whi

Note: Must include city/Township Resolution for reductions on assessments

Note: Must include Fire report for Local Option Disaster Credit

OFFICE USE ONLY

| ORIGINAL | Class | EMVL | EMVI | EMV | TMV | Tax Capacity | Taxes Credits | SPASS | Total Tax |
|--------------|-------|------|------|-----|-----|--------------|---------------|-------|-----------|
| | | | | | | | LNTC | | |
| Val Grp - 1 | | | | - | | | TIF | | |
| Val Grp - 2 | | | | - | | | FD | | |
| Val Grp - 3 | | | | - | | | STATE | | |
| Val Grp - 4 | | | | - | | | RMV | | |
| Val Grp - 5 | | | | - | | | PWRL CR | | |
| TOTAL | | - | - | - | - | - | AG CR | | |
| | | | | | | | HST CR | | |
| | | | | | | | TOTAL | - | - |

| REVISED | Class | EMVL | EMVI | EMV | TMV | Tax Capacity | Taxes Credits | SPASS | Total Tax |
|--------------|-------|------|------|-----|-----|--------------|---------------|-------|-----------|
| | | | | | | | LNTC | | |
| Val Grp - 1 | | | | - | | | TIF | | |
| Val Grp - 2 | | | | - | | | FD | | |
| Val Grp - 3 | | | | - | | | STATE | | |
| Val Grp - 4 | | | | - | | | RMV | | |
| Val Grp - 5 | | | | - | | | PWRL CR | | |
| TOTAL | | - | - | - | - | - | AG CR | | |
| | | | | | | | HST CR | | |
| | | | | | | | TOTAL | - | - |

| | | | | | | | | | |
|-------------------------|--|---|---|---|---|---|--|---|---|
| TOTAL DIFFERENCE | | - | - | - | - | - | | - | - |
|-------------------------|--|---|---|---|---|---|--|---|---|

REPORT OF INVESTIGATION

Tax is paid as of: _____ Local Tax Rate: _____
 Tax NOT paid as of: _____ RMV Rate: _____

After examining the applicant's claims, I have carefully investigated this application and find the facts to be as follows:

Investigator's Signature: _____ Date: _____

CERTIFICATE OF APPROVAL - COUNTY ASSESSOR

Note: (under \$10,000) For this abatement to be approved, the Assessor and Director of Property Records & Taxpayer Services must both favorably recommend its adoption.

ASSESSOR'S RECOMMENDATION (County Assessor or City Assessor)

CRITERIA:

| | | | |
|-----------------------------------|---------------------------------|----------------------|-------|
| Approved <input type="checkbox"/> | Denied <input type="checkbox"/> | Assessor's Signature | Date: |
|-----------------------------------|---------------------------------|----------------------|-------|

DIRECTOR'S RECOMMENDATION

| | | | |
|-----------------------------------|---------------------------------|----------------------|-------|
| Approved <input type="checkbox"/> | Denied <input type="checkbox"/> | Director's Signature | Date: |
|-----------------------------------|---------------------------------|----------------------|-------|

COUNTY BOARD OF COMMISSIONER'S - COUNTY AUDITOR

Note: For abatements resulting in a change of \$10,000 and above including tax, penalty and interest. For this abatement to be approved, the Assessor, Director of Property Records & Taxpayer Services, and the County Board of Commissioners must all favorably recommend its adoption.

| | | | |
|-----------------------------------|---------------------------------|---------------------|-------|
| Approved <input type="checkbox"/> | Denied <input type="checkbox"/> | Auditor's Signature | Date: |
|-----------------------------------|---------------------------------|---------------------|-------|

I certify that at a meeting held (month, day) _____ (year) _____ the County Board of Commissioners took the above action on this abatement. This action was duly adopted and entered upon the minutes of its proceedings as a public record, s

**WASHINGTON COUNTY ASSESSMENT DIVISION
APPLICATION FOR ABATEMENT - GENERAL FORM
CLASSIFICATION / DISASTER CREDIT / SPECIAL ASSESSMENTS**

Received:
Worksheet#

Assessment Year: **2014**
Payable Year: **2015**

APPLICANT

| | | | | | |
|--|--------------------|---------------------|--|-------|------|
| Owner's Name (please print or type) Ronald Lynch | | | Soc. Sec. / Fed ID | Phone | Cell |
| Owner's Name | | | Soc. Sec. / Fed ID | Phone | Cell |
| Owner's Name | | | Soc. Sec. / Fed ID | Phone | Cell |
| Owner's Mailing Address 5757 Highlands Ct N | | | Property Address (if different from mailing address) | | |
| City Lake Elmo | State MN | Zip 55042 | City | State | Zip |

DESCRIPTION OF PROPERTY

| | | | |
|--|--------------------------------------|---------------------------------|-----|
| Property ID Number 04.029.21.24.0004 | Linked Group Number | | |
| Legal Description of Property | City or Township Lake Elmo | School District # 834 | TAG |

ASSESSOR'S ESTIMATED MARKET VALUE

Original:

| Land EMV | Improvement EMV | Total | Class |
|----------|-----------------|----------|-------|
| | | 0 | |

Revised:

| Land EMV | Improvement EMV | Total | Class |
|----------|-----------------|----------|-------|
| | | 0 | |

Applicant's Statement of Facts:

The City of Lake Elmo assessed this parcel for the 2012 street project assessment in error.
An abatement form was filed for the 2014 tax roll to remove the 2014 assessment; however no deletion form was filed to remove the remaining assessment balance resulting in the assessment remaining in the 2015 tax roll file in error.

Applicant's Request:

Abate the special assessment and interest for Pay 2015 in the amount of \$421.50. (\$300 prin \$121.50 int)

Applicant's Signature:

Cathy Bendel

Date:

4/3/15

NOTE: M.S. §609.41, "Whoever, in making any statement, oral or written, which is required or authorized by law to be made as a basis of imposing, reducing, or abating any tax or assessment, intentionally makes any statement (as to any material matter whi

Note: Must include city/Township Resolution for reductions on assessments

Note: Must include Fire report for Local Option Disaster Credit

OFFICE USE ONLY

| ORIGINAL | Class | EMVL | EMVI | EMV | TMV | Tax Capacity | Taxes Credits | SPASS | Total Tax |
|--------------|-------|------|------|-----|-----|--------------|---------------|-------|-----------|
| | | | | | | | LNTC | | |
| Val Grp - 1 | | | | - | | | TIF | | |
| Val Grp - 2 | | | | - | | | FD | | |
| Val Grp - 3 | | | | - | | | STATE | | |
| Val Grp - 4 | | | | - | | | RMV | | |
| Val Grp - 5 | | | | - | | | PWRL CR | | |
| TOTAL | | - | - | - | - | - | AG CR | | |
| | | | | | | | HST CR | | |
| | | | | | | | TOTAL | - | - |

| REVISED | Class | EMVL | EMVI | EMV | TMV | Tax Capacity | Taxes Credits | SPASS | Total Tax |
|--------------|-------|------|------|-----|-----|--------------|---------------|-------|-----------|
| | | | | | | | LNTC | | |
| Val Grp - 1 | | | | - | | | TIF | | |
| Val Grp - 2 | | | | - | | | FD | | |
| Val Grp - 3 | | | | - | | | STATE | | |
| Val Grp - 4 | | | | - | | | RMV | | |
| Val Grp - 5 | | | | - | | | PWRL CR | | |
| TOTAL | | - | - | - | - | - | AG CR | | |
| | | | | | | | HST CR | | |
| | | | | | | | TOTAL | - | - |

| | | | | | | | | | |
|-------------------------|--|---|---|---|---|---|--|---|---|
| TOTAL DIFFERENCE | | - | - | - | - | - | | - | - |
|-------------------------|--|---|---|---|---|---|--|---|---|

REPORT OF INVESTIGATION

Tax is paid as of: _____ Local Tax Rate: _____
 Tax NOT paid as of: _____ RMV Rate: _____

After examining the applicant's claims, I have carefully investigated this application and find the facts to be as follows:

Investigator's Signature: _____ Date: _____

CERTIFICATE OF APPROVAL - COUNTY ASSESSOR

Note: (under \$10,000) For this abatement to be approved, the Assessor and Director of Property Records & Taxpayer Services must both favorably recommend its adoption.

ASSESSOR'S RECOMMENDATION (County Assessor or City Assessor)

CRITERIA:

| | | | |
|-----------------------------------|---------------------------------|----------------------|-------|
| Approved <input type="checkbox"/> | Denied <input type="checkbox"/> | Assessor's Signature | Date: |
|-----------------------------------|---------------------------------|----------------------|-------|

DIRECTOR'S RECOMMENDATION

| | | | |
|-----------------------------------|---------------------------------|----------------------|-------|
| Approved <input type="checkbox"/> | Denied <input type="checkbox"/> | Director's Signature | Date: |
|-----------------------------------|---------------------------------|----------------------|-------|

COUNTY BOARD OF COMMISSIONER'S - COUNTY AUDITOR

Note: For abatements resulting in a change of \$10,000 and above including tax, penalty and interest. For this abatement to be approved, the Assessor, Director of Property Records & Taxpayer Services, and the County Board of Commissioners must all favorably recommend its adoption.

| | | | |
|-----------------------------------|---------------------------------|---------------------|-------|
| Approved <input type="checkbox"/> | Denied <input type="checkbox"/> | Auditor's Signature | Date: |
|-----------------------------------|---------------------------------|---------------------|-------|

I certify that at a meeting held (month, day) _____ (year) _____ the County Board of Commissioners took the above action on this abatement. This action was duly adopted and entered upon the minutes of its proceedings as a public record, s

**WASHINGTON COUNTY ASSESSMENT DIVISION
APPLICATION FOR ABATEMENT - GENERAL FORM
CLASSIFICATION / DISASTER CREDIT / SPECIAL ASSESSMENTS**

| | |
|---------------------------------|------------------------------|
| Received: <input type="text"/> | Assessment Year: 2014 |
| Worksheet# <input type="text"/> | Payable Year: 2015 |

APPLICANT

| | | | | | |
|--|--------------------|---------------------|--|-------|------|
| Owner's Name (please print or type) Andrew & Ellen Rolling | | | Soc. Sec. / Fed ID | Phone | Cell |
| Owner's Name | | | Soc. Sec. / Fed ID | Phone | Cell |
| Owner's Name | | | Soc. Sec. / Fed ID | Phone | Cell |
| Owner's Mailing Address 5710 Hytrail Avenue N | | | Property Address (if different from mailing address) | | |
| City Lake Elmo | State MN | Zip 55042 | City | State | Zip |

DESCRIPTION OF PROPERTY

| | | | |
|--|--------------------------------------|---------------------------------|-----|
| Property ID Number 05.029.21.14.0013 | Linked Group Number | | |
| Legal Description of Property | City or Township Lake Elmo | School District # 834 | TAG |

ASSESSOR'S ESTIMATED MARKET VALUE

Original:

| | | | |
|----------|-----------------|----------|-------|
| Land EMV | Improvement EMV | Total | Class |
| | | 0 | |

Revised:

| | | | |
|----------|-----------------|----------|-------|
| Land EMV | Improvement EMV | Total | Class |
| | | 0 | |

Applicant's Statement of Facts:

| |
|--|
| The City of Lake Elmo assessed this parcel for the 2012 street project assessment in error. |
| An abatement form was filed for the 2014 tax roll to remove the 2014 assessment; however no deletion form was filed to remove the remaining assessment balance resulting in the assessment remaining in the 2015 tax roll file in error. |

Applicant's Request:

| |
|---|
| Abate the special assessment and interest for Pay 2015 in the amount of \$421.50. (\$300 prin \$121.50 int) |
| |
| |

Applicant's Signature: Cathy Bendel Date: 4/3/15

NOTE: M.S. §609.41, "Whoever, in making any statement, oral or written, which is required or authorized by law to be made as a basis of imposing, reducing, or abating any tax or assessment, intentionally makes any statement (as to any material matter whi

**Note: Must include city/Township Resolution for reductions on assessments
Note: Must include Fire report for Local Option Disaster Credit**

OFFICE USE ONLY

| ORIGINAL | Class | EMVL | EMVI | EMV | TMV | Tax Capacity | Taxes Credits | | SPASS | Total Tax |
|-------------------------|-------|------|------|-----|-----|--------------|---------------|---|-------|-----------|
| | | | | | | | LNTC | | | |
| Val Grp - 1 | | | | - | | | TIF | | | |
| Val Grp - 2 | | | | - | | | FD | | | |
| Val Grp - 3 | | | | - | | | STATE | | | |
| Val Grp - 4 | | | | - | | | RMV | | | |
| Val Grp - 5 | | | | - | | | PWRL CR | | | |
| TOTAL | | - | - | - | - | - | AG CR | | | |
| | | | | | | | HST CR | | | |
| | | | | | | | TOTAL | - | | - |
| REVISED | Class | EMVL | EMVI | EMV | TMV | Tax Capacity | Taxes Credits | | SPASS | Total Tax |
| | | | | | | | LNTC | | | |
| Val Grp - 1 | | | | - | | | TIF | | | |
| Val Grp - 2 | | | | - | | | FD | | | |
| Val Grp - 3 | | | | - | | | STATE | | | |
| Val Grp - 4 | | | | - | | | RMV | | | |
| Val Grp - 5 | | | | - | | | PWRL CR | | | |
| TOTAL | | - | - | - | - | - | AG CR | | | |
| | | | | | | | HST CR | | | |
| | | | | | | | TOTAL | - | | - |
| TOTAL DIFFERENCE | | - | - | - | - | - | | - | - | - |

REPORT OF INVESTIGATION

Tax is paid as of: _____ Local Tax Rate: _____
 Tax NOT paid as of: _____ RMV Rate: _____

After examining the applicant's claims, I have carefully investigated this application and find the facts to be as follows:

Investigator's Signature: _____ Date: _____

CERTIFICATE OF APPROVAL - COUNTY ASSESSOR

Note: (under \$10,000) For this abatement to be approved, the Assessor and Director of Property Records & Taxpayer Services must both favorably recommend its adoption.

ASSESSOR'S RECOMMENDATION (County Assessor or City Assessor)

CRITERIA:

| | | | |
|-----------------------------------|---------------------------------|----------------------|-------|
| Approved <input type="checkbox"/> | Denied <input type="checkbox"/> | Assessor's Signature | Date: |
|-----------------------------------|---------------------------------|----------------------|-------|

DIRECTOR'S RECOMMENDATION

| | | | |
|-----------------------------------|---------------------------------|----------------------|-------|
| Approved <input type="checkbox"/> | Denied <input type="checkbox"/> | Director's Signature | Date: |
|-----------------------------------|---------------------------------|----------------------|-------|

COUNTY BOARD OF COMMISSIONER'S - COUNTY AUDITOR

Note: For abatements resulting in a change of \$10,000 and above including tax, penalty and interest. For this abatement to be approved, the Assessor, Director of Property Records & Taxpayer Services, and the County Board of Commissioners must all favorably recommend its adoption.

| | | | |
|-----------------------------------|---------------------------------|---------------------|-------|
| Approved <input type="checkbox"/> | Denied <input type="checkbox"/> | Auditor's Signature | Date: |
|-----------------------------------|---------------------------------|---------------------|-------|

I certify that at a meeting held (month, day) _____ (year) _____ the County Board of Commissioners took the above action on this abatement. This action was duly adopted and entered upon the minutes of its proceedings as a public record, s

**WASHINGTON COUNTY ASSESSMENT DIVISION
APPLICATION FOR ABATEMENT - GENERAL FORM
CLASSIFICATION / DISASTER CREDIT / SPECIAL ASSESSMENTS**

Received: _____

Assessment Year: **2014**

Worksheet# _____

Payable Year: **2015**

APPLICANT

| | | | | | |
|---|--------------------|---------------------|--|-------|------|
| Owner's Name (please print or type) David Broomell & Jamie Schwartz | | | Soc. Sec. / Fed ID | Phone | Cell |
| Owner's Name | | | Soc. Sec. / Fed ID | Phone | Cell |
| Owner's Name | | | Soc. Sec. / Fed ID | Phone | Cell |
| Owner's Mailing Address 5655 Highlands Trail N | | | Property Address (if different from mailing address) | | |
| City Lake Elmo | State MN | Zip 55042 | City | State | Zip |

DESCRIPTION OF PROPERTY

| | |
|--|--------------------------------------|
| Property ID Number 05.029.21.14.0019 | Linked Group Number |
| Legal Description of Property | City or Township Lake Elmo |
| | School District # 834 |
| | TAG |

ASSESSOR'S ESTIMATED MARKET VALUE

Original:

| Land EMV | Improvement EMV | Total | Class |
|----------|-----------------|----------|-------|
| | | 0 | |

Revised:

| Land EMV | Improvement EMV | Total | Class |
|----------|-----------------|----------|-------|
| | | 0 | |

Applicant's Statement of Facts:

The City of Lake Elmo assessed this parcel for the 2012 street project assessment in error.
An abatement form was filed for the 2014 tax roll to remove the 2014 assessment; however no deletion form was filed to remove the remaining assessment balance resulting in the assessment remaining in the 2015 tax roll file in error.

Applicant's Request:

Abate the special assessment and interest for Pay 2015 in the amount of \$421.50. (\$300 prin \$121.50 int)

Applicant's Signature: *Cathy Bende* Date: 4/3/15

NOTE: M.S. §609.41, "Whoever, in making any statement, oral or written, which is required or authorized by law to be made as a basis of imposing, reducing, or abating any tax or assessment, intentionally makes any statement (as to any material matter whi

Note: Must include city/Township Resolution for reductions on assessments
Note: Must include Fire report for Local Option Disaster Credit

OFFICE USE ONLY

| ORIGINAL | Class | EMVL | EMVI | EMV | TMV | Tax Capacity | Taxes Credits | SPASS | Total Tax |
|--------------|-------|------|------|-----|-----|--------------|---------------|-------|-----------|
| | | | | | | | LNTC | | |
| Val Grp - 1 | | | | - | | | TIF | | |
| Val Grp - 2 | | | | - | | | FD | | |
| Val Grp - 3 | | | | - | | | STATE | | |
| Val Grp - 4 | | | | - | | | RMV | | |
| Val Grp - 5 | | | | - | | | PWRL CR | | |
| TOTAL | | - | - | - | - | - | AG CR | | |
| | | | | | | | HST CR | | |
| | | | | | | | TOTAL | - | - |

| REVISED | Class | EMVL | EMVI | EMV | TMV | Tax Capacity | Taxes Credits | SPASS | Total Tax |
|--------------|-------|------|------|-----|-----|--------------|---------------|-------|-----------|
| | | | | | | | LNTC | | |
| Val Grp - 1 | | | | - | | | TIF | | |
| Val Grp - 2 | | | | - | | | FD | | |
| Val Grp - 3 | | | | - | | | STATE | | |
| Val Grp - 4 | | | | - | | | RMV | | |
| Val Grp - 5 | | | | - | | | PWRL CR | | |
| TOTAL | | - | - | - | - | - | AG CR | | |
| | | | | | | | HST CR | | |
| | | | | | | | TOTAL | - | - |

| | | | | | | | | | |
|-------------------------|--|---|---|---|---|---|--|---|---|
| TOTAL DIFFERENCE | | - | - | - | - | - | | - | - |
|-------------------------|--|---|---|---|---|---|--|---|---|

REPORT OF INVESTIGATION

| | |
|--|-----------------------|
| <input type="checkbox"/> Tax is paid as of: _____ | Local Tax Rate: _____ |
| <input type="checkbox"/> Tax NOT paid as of: _____ | RMV Rate: _____ |

After examining the applicant's claims, I have carefully investigated this application and find the facts to be as follows:

Investigator's Signature: _____ Date: _____

CERTIFICATE OF APPROVAL - COUNTY ASSESSOR

Note: (under \$10,000) For this abatement to be approved, the Assessor and Director of Property Records & Taxpayer Services must both favorably recommend its adoption.

ASSESSOR'S RECOMMENDATION (County Assessor or City Assessor)

CRITERIA:

| | | | |
|-----------------------------------|---------------------------------|----------------------------|-------------|
| Approved <input type="checkbox"/> | Denied <input type="checkbox"/> | Assessor's Signature _____ | Date: _____ |
|-----------------------------------|---------------------------------|----------------------------|-------------|

DIRECTOR'S RECOMMENDATION

| | | | |
|-----------------------------------|---------------------------------|----------------------------|-------------|
| Approved <input type="checkbox"/> | Denied <input type="checkbox"/> | Director's Signature _____ | Date: _____ |
|-----------------------------------|---------------------------------|----------------------------|-------------|

COUNTY BOARD OF COMMISSIONER'S - COUNTY AUDITOR

Note: For abatements resulting in a change of \$10,000 and above including tax, penalty and interest. For this abatement to be approved, the Assessor, Director of Property Records & Taxpayer Services, and the County Board of Commissioners must all favorably recommend its adoption.

| | | | |
|-----------------------------------|---------------------------------|---------------------------|-------------|
| Approved <input type="checkbox"/> | Denied <input type="checkbox"/> | Auditor's Signature _____ | Date: _____ |
|-----------------------------------|---------------------------------|---------------------------|-------------|

I certify that at a meeting held (month, day) _____ (year) _____ the County Board of Commissioners took the above action on this abatement. This action was duly adopted and entered upon the minutes of its proceedings as a public record, s _____

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

RESOLUTION NO. 2015-26

**A RESOLUTION RELATED TO 2015 ASSESSMENTS
TO WASHINGTON COUNTY**

BE IT RESOLVED, by the City Council of the City of Lake Elmo, Minnesota, that the following parcels may be removed from the 2015 assessment roll due per the attached Washington County abatement forms.

04.029.21.23.0003

04.029.21.23.0010

04.029.21.24.0004

05.029.21.14.0013

05.029.21.14.0019

APPROVED by the Lake Elmo City Council on this 7th day of April, 2015.

By: _____
Mike Pearson
Mayor

ATTEST:

Adam Bell
City Clerk



MAYOR & COUNCIL COMMUNICATION

DATE: April 7, 2015
CONSENT
ITEM 5

AGENDA ITEM: Annual League of MN Cities Insurance Trust Waiver Form
SUBMITTED BY: Cathy Bendel, Finance Director
THROUGH: Cathy Bendel, Finance Director
REVIEWED BY: Adam Bell, City Clerk/Assistant 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

POLICY RECOMMENDER: Finance

FISCAL IMPACT: None

SUMMARY AND ACTION REQUESTED: As part of its Consent Agenda, the City Council is asked to approve the attached annual liability coverage waiver from. The form has been completed based on a recommendation by our insurance agent and the League of MN Cities Insurance Trust. No specific motion is needed as this is recommended to be part of the *Consent Agenda*.

LEGISLATIVE HISTORY: NA

BACKGROUND INFORMATION/STAFF REPORT: The City is required on an annual basis to specifically state if they want to waive the monetary limits on municipal tort liability established by Minnesota State Statutes. It is recommended that the City NOT waive the monetary limits as notes on the attached form.

RECOMMENDATION: Based on the aforementioned, the staff recommends the City Council approve as part of the Consent Agenda the annual League of MN Cities Insurance Trust Waiver Form.

ATTACHMENTS:

1. 2015 League of MN Cities Insurance Trust Waiver Form.



CONNECTING & INNOVATING
SINCE 1913

LIABILITY COVERAGE – WAIVER FORM

LMCIT members purchasing coverage must complete and return this form to LMCIT before the effective date of the coverage. Please return the completed form to your underwriter or email to pstech@lmc.org

This decision must be made by the member's governing body every year. You may also wish to discuss these issues with your attorney.

League of Minnesota Cities Insurance Trust (LMCIT) members that obtain liability coverage from LMCIT must decide whether to waive the statutory tort liability limits to the extent of the coverage purchased. The decision has the following effects:

- a. *If the member does not waive the statutory tort limits*, an individual claimant would be able to recover no more than \$500,000 on any claim to which the statutory tort limits apply. The total all claimants would be able to recover for a single occurrence to which the statutory tort limits apply would be limited to \$1,500,000. These statutory tort limits apply regardless of whether the city purchases the optional excess liability coverage.
- b. *If the member waives the statutory tort limits and does not purchase excess liability coverage*, a single claimant could potentially recover up to \$2,000,000 for a single occurrence. (Under this option, the tort cap liability limits are waived to the extent of the member's liability coverage limits, and the LMCIT per occurrence limit is \$2 million.) The total all claimants would be able to recover for a single occurrence to which the statutory tort limits apply would also be limited to \$2,000,000, regardless of the number of claimants.
- c. *If the member waives the statutory tort limits and purchases excess liability coverage*, a single claimant could potentially recover an amount up to the limit of the coverage purchased. The total all claimants would be able to recover for a single occurrence to which the statutory tort limits apply would also be limited to the amount of coverage purchased, regardless of the number of claimants.

Claims to which the statutory municipal tort limits do not apply are not affected by this decision.

THE CITY OF LAKE ELMO selects liability coverage limits of \$ 500,000 / \$1,500,000 from the League of Minnesota Cities Insurance Trust (LMCIT).

Check one:

The member **DOES NOT WAIVE** the monetary limits on municipal tort liability established by Minnesota Statutes, Section 466.04.

The member **WAIVES** the monetary limits on municipal tort liability established by Minnesota Statutes, Section 466.04 to the extent of the limits of the liability coverage obtained from LMCIT.

Date of city council/governing body meeting _____

Signature _____

Position _____



MAYOR & COUNCIL COMMUNICATION

DATE: April 7, 2015
CONSENT
ITEM # 6

AGENDA ITEM: Council Meeting Date Change

SUBMITTED BY: Beckie Gumatz, Deputy Clerk

THROUGH: Dean Zuleger, City Administrator

REVIEWED BY: Adam Bell, Assistant City Administrator/City Clerk

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: State Law

FISCAL IMPACT: NA

SUMMARY AND ACTION REQUESTED: City Council is respectfully requested to move the City Council Workshop from Tuesday, May 12, 2015 to Wednesday, May 13, 2015 due to the ISD 834 Special Election. The recommended motion for this action is as follows:

“Move to approve moving the Tuesday, May 12, 2015 Council Workshop to Wednesday, May 13, 2015, due to the ISD 834 Special Election.”

LEGISLATIVE HISTORY: When the 2015 Meeting calendar was presented and approved, it was not known that there would be a school district special election. Now that staff has been notified of an election, the workshop meeting needs to be moved. State law prohibits cities from holding meetings between 6:00pm and 8:00pm on the date of an election. By moving the meeting to Wednesday, the City will be better able to conduct its business.

RECOMMENDATION: City Council is respectfully requested to move the City Council Workshop from Tuesday, May 12, 2015 to Wednesday, May 13, 2015 due to the ISD 834 Special Election. The recommended motion for this action is as follows:

“Move to approve moving the Tuesday, May 12, 2015 Council Workshop to Wednesday, May 13, 2015, due to the ISD 834 Special Election.”

AUTHORITY:

2014 Minnesota Statutes

204C.03 PUBLIC MEETINGS PROHIBITED ON ELECTION DAY.

Subdivision 1. **School districts; counties; municipalities; special taxing districts.**

No special taxing district governing body, school board, county board of commissioners, city council, or town board of supervisors shall conduct a meeting between 6:00 p.m. and 8:00 p.m. on the day that an election is held within the boundaries of the special taxing district, school district, county, city, or town. As used in this subdivision, "special taxing district" has the meaning given in section 275.066.



MAYOR & COUNCIL COMMUNICATION

DATE: April 7, 2015
CONSENT
ITEM #: 7

AGENDA ITEM: Order Abatement Actions – 8085 Hill Trail North.

SUBMITTED BY: Dean Zuleger, City Administrator

THROUGH: Mike Pearson, Mayor

REVIEWED BY: Dean Zuleger, City Administrator
David Snyder, City Attorney

SUGGESTED ORDER OF BUSINESS (if removed from Consent):

- 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:

The City Council is respectfully requested to consider approving abatement actions for the two properties stated below.

The City of Lake Elmo has been working with a nuisance property – 8085 Hill Trail North – for over two decades. The City has used all of its legal remedies to clean up the property, including a Washington County court decision. As of the writing of this memo all efforts to clean up the property has stalled and the current condition of the property continues to deteriorate the quality of life for neighbors living around the property. The staff would like to request that the City Council to enact §96.11 of municipal code and order abatement (clean up) on this property.

BACKGROUND INFORMATION:

§96.11 of the City Code reads:

“If any nuisance occurs as defied in §96.01, the Council may, by majority vote, order the owner, lessee, or occupant or any person having care or control of the lot or land to abate the nuisance. The Council shall issue a written notice to the person allowing 5 days after the notice is served for the person to comply.

Further, §96.12 reads:

“If any nuisance is not abated within 5 days in compliance with the notice, the Council shall cause the nuisance to be abated. The Council shall recover the actual cost of the abatement by civil action, against the person or persons served. Alternatively, if service has been made upon the record owner, as shown on the records, of the County Auditor, collection may be made by ordering the Administrator to extend the sum, plus 25% of its special assessment against the property upon which the nuisance existed. The amount shall be certified to the County Auditor for collection in the same manner as taxes and special assessments are certified and collected.”

8085 Hill Trail Road has failed to progress in the upkeep of the property to the satisfaction of both the City Code and the neighborhood. Staff has made numerous efforts to have the property owner make incremental improvement to the site to no avail. The property owner cites there are many other properties not in compliance throughout the community and he does not have to remedy his property until those other properties are in compliance.

RECOMMENDATION:

Staff is recommending that the City Council consider approving, *as part of the Consent Agenda*, the ordering abatement actions on the referenced property. If removed from the consent agenda for discussion, the recommended motion for this action is as follows:

“Move to approve Resolution 2015-21, A Resolution Ordering Abatement of Existing Violations At 8085 Hill Trail North, Lake Elmo, Minnesota, 55042 thereby enacting §96.11 and §96.12 of the City of Lake Elmo Code to abate 8085 Hill Trail North based on the definition of nuisance in § 96.01 of the city code”

ATTACHMENT(S):

1. Resolution No. 2015-21
2. Nuisance/Abatement Code Provisions

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

RESOLUTION NO. 2015 - 21

**A RESOLUTION ORDERING ABATEMENT OF EXISTING VIOLATIONS AT 8085
HILL TRAIL NORTH, LAKE ELMO, MINNESOTA, 55042**

**THE CITY COUNCIL OF THE CITY OF LAKE ELMO, MINNESOTA DOES HEREBY
RESOLVE AS FOLLOWS:**

WHEREAS, the City of Lake Elmo (hereinafter "City") has the authority to abate nuisances and code violations existing within its borders pursuant to Minnesota Statute and the Lake Elmo City Code (hereinafter "City Code").

WHEREAS, there exists property conditions at 8085 Hill Trail North, Lake Elmo, MN 55042 (hereinafter "Property") in violation of the City Code. The Property is owned, without limitation, by Daniel R. Burgess (hereinafter "Owner").

WHEREAS, without limitation, the following and other conditions exist upon the Property in violation of the Lake Elmo City Code:

1. Accumulation of unlicensed, inoperable, and illegally parked vehicles on the Property without proper screening, in violation of City Code Sections 96.03B(11), 150.001(A)(4), 150.003 and 150.020(C).
2. Accumulation of exterior storage, rubbish, auto parts, junk and other debris on the Property, in violation of City Code Sections 96.03B(11), 150.001(A).
3. Failure to maintain improvements, including failure to maintain a fence enclosure so as to avoid health or safety hazards and prevent degradation in the value of adjacent property, in violation of City Code Sections 96.03B(6) and 154.205.

WHEREAS, the City has taken efforts to work with the Owner in order to remove the violations and the Owner has failed to bring the Property into compliance with the City Code.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LAKE ELMO, COUNTY OF WASHINGTON, MINNESOTA, that the Property is in violation of the City Code, and the City directs and orders as follows:

1. That the owner shall bring all violating conditions into compliance with the City Code within 30 days of signing and issuance of this Resolution, and shall inform the City Inspector and Building Official, Rick L. Chase, that all violating conditions have been so removed, abated, or brought into compliance with the City Code;
2. That the City Building Inspector shall make arrangements to inspect the property upon the 30 day deadline contemplated by this resolution and upon notice provided

by the Owner that all violating conditions are in compliance, to determine whether all violating conditions have been brought into compliance with the City Code;

3. That should the City Building Inspector determine that all violating conditions are not in compliance with the City Code, he is to inform the Owner of the remaining violating conditions, and the Owner shall bring such violations into compliance immediately;
4. That should the Owner not bring any violating conditions into compliance after the City Building Inspector's determination, the City Building Inspector is to inform the City Attorney of the remaining violating conditions;
5. That the City Attorney, upon being informed by the City Building Inspector that all violating conditions are not in compliance with the City Code, shall commence legal action against the Owner, seeking a Court Order to enforce compliance with the City Code, and allowing the City Building Inspector to take all necessary measures in order to enforce the City Code and bring the Property into compliance;
6. That the Owner shall be given notice of this Resolution via U.S. Mail and by direct contact between the City Building Inspector and/or City Administrator;

BE IT FURTHER RESOLVED, that the Mayor and City Clerk are hereby authorized to sign all documents necessary to effectuate the intent of this resolution.

ADOPTED BY THE LAKE ELMO CITY COUNCIL ON THE 7TH DAY OF APRIL, 2015.

EFFECTIVE DATE: _____

Approved:

CITY OF LAKE ELMO

By: _____

Mike Pearson
Mayor

ATTEST:

Adam Bell
City Clerk

CHAPTER 96: NUISANCES

Section

Public Nuisances

- 96.01 Generally
- 96.02 Public nuisances affecting morals and decency
- 96.03 Public nuisances affecting peace and safety
- 96.04 Public nuisances affecting health, comfort, or repose
- 96.05 Littering
- 96.06 Dumping
- 96.07 Storing
- 96.08 Improper ground disposal
- 96.09 Nuisance disposal
- 96.10 Peddling and soliciting
- 96.11 Abatement
- 96.12 Assessment of costs

PUBLIC NUISANCES

§ 96.01 GENERALLY.

No person, firm, corporation, or association shall cause, suffer, or permit any nuisance as defined in §§ 96.01 *et seq.* to exist or to be maintained upon property situated in the whole or in part within the limits of the City of Lake Elmo.

(1997 Code, § 1335.10) Penalty, see § 10.99

§ 96.02 PUBLIC NUISANCES AFFECTING MORALS AND DECENCY.

(A) The following are declared public nuisances affecting public morals and decency.

(B) The looking into or peeping through doors, windows, or openings of private homes by methods of stealth and without proper authority and by surreptitious method, or what is commonly known as "window peeping."

(1997 Code, § 1335.01) Penalty, see § 10.99

§ 96.03 PUBLIC NUISANCES AFFECTING PEACE AND SAFETY.

(A) The following are declared to be nuisances affecting peace and safety.

(B) (1) *Altering drainage.* Placing entrance culverts, or doing any act which may alter or affect the drainage of public streets or other public property or the surface or grade of public streets or sidewalks, without proper permit;

- (2) *Attractive dangers.* All dangerous, unguarded machinery, equipment, or other property in any public place, or so situated or operated on private property as to attract the public;
- (3) *Dangerous objects.* The placing or throwing on any street, alley, road, highway, sidewalk, or other public or private property of any glass, tacks, nails, bottles, or other nuisances which may injure any person or animal or may cause damage to any pneumatic tire when passing over the same;
- (4) *Environmental nuisances.* No odors, vibration, noise, smoke, air pollution, liquid or solid wastes, heat, glare, dust, or other sensory irritations or health hazards caused, suffered, or permitted in excess of the minimum standards as set in §§ 96.01 *et seq.* The minimum standards shall be as follows.
- (a) *Odors.* Any land use or other activity shall be conducted so as to prevent the emission of odorous or solid matter of the quality and quantity as to be reasonably objectionable at any point beyond the lot line of the site on which the use or activity is located.
- (b) *Vibration.* The following vibrations are prohibited:
1. Any vibration discernible (beyond the property line) to the human sense of feeling for 3 minutes or more duration in any 1 hour; and
 2. Any vibration resulting in any combination of amplitudes and frequencies beyond the "safe" range of the most current standards of the United States Bureau of Mines on any structure.
- (c) *Toxic or noxious matter.* Any land use or other activity shall be conducted so as to control the emission of smoke or particulate matter to the degree that it is not detrimental to or shall endanger the public health, safety, comfort, or general welfare of the public.
- (d) *Noise.* Any noise caused, suffered, or permitted in violation of its provisions of §§ 96.01 *et seq.*
- (e) *Lighting and glare.* Any lighting, lighting fixtures, or glare caused, suffered, or permitted in violation of §§ 96.01 *et seq.*
- (f) *Minimum standards.* Unless otherwise stated in this code, the minimum standards of the Pollution Control Agency as to noise, air, and water pollution and glare, shall be the minimum standards for the purpose of §§ 96.01 *et seq.*
- (5) *Explosives.* All explosives, inflammable liquids, and other dangerous substances or materials stored or accumulated in any manner or in any amount other than that provided by law;
- (6) *Failure to maintain improvements.* In all zoning districts it is hereby declared necessary that all structures, landscaping, and fences be reasonably maintained so as to avoid health or safety hazards and prevent a degradation in the value of adjacent property. Failure to so maintain the improvements is declared to be a nuisance;
- (7) *Fire hazards.* Any building or structure which, by reason of age, dilapidated condition, defective chimneys or stove pipes, defective electric wiring, defective gas connections, defective heating apparatus, or other defect, is susceptible to fire, and which thus endangers life or limb or other buildings or property within the city; and any accumulations of brush, tree trimming, fallen leaves, parts of dead trees, timber, or other materials or substances on either vacant or improved property, which accumulations are susceptible to fire or capable of spreading fire to adjacent property;
- (8) *Fires.* The setting of fire prohibited under the provisions of this code;
- (9) *Fireworks.* All use or display of fireworks except as provided by law;
- (10) *Hazardous buildings.* Any building which because of inadequate maintenance, dilapidation, physical damage, unsanitary condition, or abandonment, constitutes a fire hazard or a hazard to public safety or health of the residents of the city;
- (11) *Junk.*
- (a) The accumulation, storing, or keeping of old machinery, wrecked or inoperable vehicles or household appliances, and unlicensed vehicles and other junk or debris.
- (b) For purposes of §§ 96.01 *et seq.*, any personal property stored in violation of the provision of §§ 150.001 *et seq.* regulating exterior storage, shall be deemed junk.
- (12) *Littering.* Causing or permitting refuse, rubbish, or garbage to accumulate or disposing of waste in violation of the provisions of § 96.06;
- (13) *Low limbs.* All limbs of trees which are less than 8 feet above the surface of any public sidewalk or street. (See §§ 93.40

et seq.);

- (14) *Low wires.* All wires which are strung less than 15 feet above the surface of any public street or alley;
- (15) *Maintenance of boulevard.* Any boulevard which is not maintained as required by §§ 93.40 *et seq.*;
- (16) *Material from air.* Throwing, dropping, or releasing printed matter, paper, or any other material or objects over the city from an airplane, balloon, or other aircraft, or in a manner as to cause the material to fall or land in the city;
- (17) *Obstruction and excavation.* Obstructions and excavations affecting the ordinary use of the public streets, alleys, sidewalks, or public grounds except under the conditions as are provided by this code. Any other excavation left unprotected or uncovered indefinitely or allowed to exist in the manner as to attract people;
- (18) *Obstruction of streets.* Any use of property abutting on a public street or sidewalk, or use of a public street or sidewalk which causes large crowds of people to gather obstructing traffic and the free use of public streets or sidewalks;
- (19) *Obstruction of view of traffic.* All trees, hedges, billboards, or other obstructions which prevent persons from having a clear view of traffic approaching an intersection from cross streets in sufficient time to bring a motor vehicle driven at a reasonable speed to a full stop before the intersection is reached;
- (20) *Other acts detrimental to peace and safety.* All other conditions, acts, or things which in the determination of the Council are likely to cause injury to the person or property of anyone;
- (21) *Repairing vehicles on streets.* Making repairs to motor vehicles or tires in public streets or alleys, except in the case of emergency repairs when it will not unduly impede or interfere with traffic;
- (22) *Signs over streets.* All hanging signs, awnings, and other similar structures over public streets or sidewalks, or so situated as to endanger public safety not constructed and maintained as provided by law, or without proper permit;
- (23) *Snow on streets and sidewalks.* All snow and ice not removed from public sidewalks 12 hours after the snow and ice has stopped precipitating. Snow plowed or shoveled into a public street shall be declared a nuisance;
- (24) *Unauthorized signs.* Erecting, painting, or placing of unauthorized traffic signs or advertising signs in streets or sidewalks;
- (25) *Unused refrigerators and the like.* Any unused refrigerator or other container, with doors which fasten automatically when closed of sufficient size to retain any person, and which is exposed and accessible to the public, without removing the doors, lids, hinges, or latches, or providing locks to prevent access by the public; and
- (26) *Water from buildings.* The allowing of rain, water, ice, or snow to fall from any building on any public street or sidewalk or to flow across any public sidewalk.

(1997 Code, § 1335.02) Penalty, see § 10.99

§ 96.04 PUBLIC NUISANCES AFFECTING HEALTH, COMFORT, OR REPOSE.

- (A) The following are declared to be public nuisances affecting health, comfort, or repose.
- (B) (1) *Decayed food.* All decayed or unwholesome food offered for sale to the public;
- (2) *Milk from untested cows.* Milk which is produced by cows which have not been tested and found free of tuberculosis within the year previous to the offering of the milk for sale to the public;
- (3) *Diseased animals.* All diseased animals running at large;
- (4) *Carcasses.* Carcasses of animals not buried or destroyed within 24 hours after death;
- (5) *Garbage cans.* Privy vaults and garbage cans which are not fly-tight;
- (6) *Cesspool contents.* Causing or suffering the effluent from any cesspool, septic tank, drainfield, or human sewage disposal system to discharge upon the surface of the ground, or dumping the contents of it at any place except as authorized by law;
- (7) *Accumulation of refuse and debris.* An accumulation of refuse, rubbish, or garbage (as defined in § 96.05) or debris of any nature or description;

(8) *Pollution of wells or public water.* Causing or suffering the pollution of any public well or cistern, stream or lake, canal or body of water by sewage, industrial waste, or other substances;

(9) *Smoke and fumes.* Dense smoke, noxious fumes, gas and soot, or cinders in unreasonable quantities;

(10) *Medicine samples.* The distribution of samples of medicines or drugs unless the samples are placed in the hands of an adult person by someone properly licensed; and

(11) *Other acts detrimental to health.* All other acts, omissions of acts, occupations, and uses of property which are determined by the Council to be a menace to the health of the citizens or a considerable number of citizens.

(1997 Code, § 1335.03) Penalty, see § 10.99

§ 96.05 LITTERING.

(A) Unless specifically defined in §§ 96.01 *et seq.*, words or phrases used in §§ 96.01 *et seq.* shall be interpreted so as to give them the same meaning as they have in common usage throughout this code.

(B) Definitions are found in § 11.01.

(1997 Code, § 1335.04)

§ 96.06 DUMPING.

It shall be unlawful for any person to cause or permit refuse, rubbish, or garbage to be thrown or scattered upon any street, alley, highway, vacant or occupied real estate; or to fail, neglect, or refuse to remove the same from the real estate.

(1997 Code, § 1335.05) Penalty, see § 10.99

§ 96.07 STORING.

It shall be unlawful for any owner or occupant of any property in the city to cause or permit refuse, rubbish, or garbage to accumulate or be stored on the property, except in containers as provided by Ch. 52 relating to solid waste disposal.

(1997 Code, § 1335.06) Penalty, see § 10.99

§ 96.08 IMPROPER GROUND DISPOSAL.

It shall be unlawful for any person to pump or empty the effluent from any sewage disposal system on to or allow the contents of it to flow on to the surface of any public or private ground including that of the owners.

(1997 Code, § 1335.07) Penalty, see § 10.99

§ 96.09 NUISANCE DISPOSAL.

It shall be unlawful to dispose of any liquid or solid wastes when the result of the disposal shall be a nuisance, a source of filth, a cause of obnoxious odors, or a cause of sickness.

(1997 Code, § 1335.08) Penalty, see § 10.99

§ 96.10 PEDDLING AND SOLICITING.

(A) *Entering private property.* The practice of going in and upon private residences or residential properties in the city by solicitors, peddlers, hawkers, itinerant merchants, and transient vendors of merchandise, not having been requested or invited to do so

by the owner or owners, occupant or occupants, of the private residences, for the purpose of soliciting orders for sale of goods, wares, and merchandise, or for the purpose of disposing of or peddling the same, is declared to be a nuisance, except as provided in §§ 96.01 *et seq.*

(B) *Exceptions.* The provisions of §§ 96.01 *et seq.* shall not apply to the sale or soliciting of orders for the same of milk, dairy products, vegetables, poultry, eggs and other farm and garden produce so far as the sale of the commodities named in §§ 96.01 *et seq.* is authorized by law.

(C) *Charitable organizations exempted.* The provisions of this section shall not apply to any charitable, religious, patriotic, or philanthropic organization, society, association, or corporation desiring to sell or distribute any items of literature or to sell or distribute any goods, wares, and merchandise, for which a fee is charged or solicited from the persons other than members of the organization upon the streets, in office or business buildings, by house to house canvass, or in public places, for a charitable, religious, patriotic, or philanthropic purpose.

(1997 Code, § 1335.09) Penalty, see § 10.99

§ 96.11 ABATEMENT.

If any nuisance occurs as defined in §§ 96.01 *et seq.*, the Council may by majority vote order the owner, lessee, or occupant or any person having care or control of the lot or land to abate the nuisance. The Council shall issue a written notice to the person allowing 5 days after the notice is served for the person to comply.

(1997 Code, § 1335.12)

§ 96.12 ASSESSMENT OF COSTS.

If the nuisance is not abated within 5 days in compliance with the notice, the Council shall cause the nuisance to be abated. The Council shall recover the actual cost of the abatement by civil action against the person or persons served. Alternatively, if service has been made upon the record owner, as shown on the records, of the County Auditor, collection may be made by ordering the Administrator to extend the sum, plus 25% of it as a special assessment against the property upon which the nuisance existed. This amount shall be certified to the County Auditor for collection in the same manner as taxes and special assessments are certified and collected.

(1997 Code, § 1335.13)



MAYOR & COUNCIL COMMUNICATION

DATE: April 7, 2015
CONSENT
ITEM# 8

AGENDA ITEM: Easement Encroachment Agreement – 859 Julep Ave

SUBMITTED BY: Joan Ziertman, Planning Program Assistant

THROUGH: Dean Zuleger, City Administrator

REVIEWED BY: Rick Chase, Building Official
Adam Bell, City Clerk

SUGGESTED ORDER OF BUSINESS(if removed from consent agenda):

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

POLICY RECCOMENDER: Staff recommends that the City Council approve the encroachment agreement for Donna M. Amundson at 859 Julep Avenue N as part of tonight’s consent agenda.

FISCAL IMPACT: None

SUMMARY AND ACTION REQUESTED: The City Council is respectfully requested to authorize as part of tonight’s consent agenda, the execution of an easement encroachment agreement. The City has received a request to install a fence within a drainage and utility easement area at 859 Julep Avenue from Donna M. Amundson. Approval of the requested improvement within the City’s drainage and utility easements would allow the property owners to construct the requested improvement within the City’s drainage and utility easements located on their private property.

Staff is recommending that the City Council approve the easement encroachment agreement as part of the Consent Agenda. If the City Council removes the item from the Consent Agenda, the recommended action can be completed through the following motion:

“Move to approve the easement encroachment agreement for Donna M. Amundson, 859 Julep Avenue N to install a fence within the City’s drainage and utility easement.”

LEGISLATIVE HISTORY: The City holds easements of different sizes and for different purposes on many residential and commercial properties throughout the City. When a resident is interested in putting a structure within an easement, the city has requested the property owner provide a site plan showing where the improvement is proposed to be located, a detail of what the improvement will look like and how it will function. After that information is received, staff reviews the proposed improvement and the use of the easement to determine if the proposed improvement will impede the functionality of the easement. If staff determines that the improvement will not negatively impact the functionality of the easement, an approved building permit showing the requested work and an Easement Encroachment Agreement is needed before the work may commence.

The Easement Encroachment Agreement that has been submitted for Council consideration is for a fence and has been reviewed by planning staff. The proposed fence meets all city code requirements and Staff would have otherwise authorized construction of the fence if it did not encroach into a drainage and utility easement.

BACKGROUND INFORMATION (SWOT):

Strengths: The easement encroachment agreement is a legal document that has been signed by all property owners seeking to install improvements within an easement. The document, among other things, indemnifies the city from responsibility if damage occurs to the improvement or if it needs to be removed at some point in the future.

Weaknesses: None

Opportunities: None

Threats: None

RECOMMENDATION:

Based on the aforementioned, Staff is recommending that the City Council approve the easement encroachment agreement as part of the Consent Agenda. If the City Council removes the item from the Consent Agenda, the recommended action can be completed through the following motion:

“Move to approve the easement encroachment agreement for Donna M. Amundson to install a fence within the City’s drainage and utility easement.”



MAYOR & COUNCIL COMMUNICATION

DATE: April 7, 2015
CONSENT
ITEM # 9

AGENDA ITEM: Zoning Map Amendments – Perfecting Amendments

SUBMITTED BY: Kyle Klatt, Community Development Director

THROUGH: Dean Zuleger, City Administrator

REVIEWED BY: Planning Commission
Nick Johnson, City Planner

SUGGESTED ORDER OF BUSINESS:

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

POLICY RECCOMENDER: The Planning Commission is recommending that the City Council adopt an updated Zoning Map that addresses several land use and development projects that have recently been approved by the City. The Commission is also recommending amendments that will address previous map issues in order to improve the overall consistency of the map.

The Planning Commission considered the proposed zoning map amendments at its March 23, 2015 meeting and a summary of the Commission’s report and recommendation are included below.

FISCAL IMPACT: There are no direct fiscal impacts to the City associated with the proposed Zoning Map Amendment.

SUMMARY AND ACTION REQUESTED: The City Council is being asked to adopt an updated Zoning Map that addresses several land use and development projects that have recently been approved by the City. Staff and the Planning Commission are also recommending other minor corrections from previous maps.

The Planning Commission considered this matter at its March 23, 2015 meeting and recommended approval of the proposed zoning map amendments.

If this item is pulled from the consent agenda, the suggested motion to adopt the Planning Commission recommendation is as follows:

“Move to adopt Ordinance. 08-117 adopting a revised zoning map for the City of Lake Elmo”

LEGISLATIVE HISTORY/PLANNING COMMISSION REPORT: All of the requested changes to the Zoning Map are based on approvals given or actions already taken by the City, or are intended to bring the Map into conformance with the Comprehensive Plan. The proposed changes include the following:

| Parcel/Description | Existing Zoning | Proposed Zoning |
|--|------------------------|--------------------------------------|
| Langley Court Water Tower | RS | PF - Public Facilities |
| Village Preserve | RT | LDR – Low Density Residential |
| Village Park Preserve | RT | LDR – Low Density Residential |
| Easton Village | RT | LDR – Low Density Residential |
| 3520 Laverne Avenue North | RS | GB – General Business |
| 8282 Stillwater Boulevard North (Rear Lot) | RE | RS – Rural Single Family Residential |
| 8308 Stillwater Boulevard North (Rear Lot) | RE | RS – Rural Single Family Residential |
| Parcel ID 16.029.21.34.0008 (Rear Lot) | RE | RS – Rural Single Family Residential |
| 8364 Stillwater Boulevard North (Rear Lot) | RE | RS – Rural Single Family Residential |
| 8428 Stillwater Boulevard North (Rear Lot) | RE | RS – Rural Single Family Residential |
| 8488 Stillwater Boulevard North (Rear Lot) | RE | RS – Rural Single Family Residential |

Because the proposed map amendments are intended to address developments or projects that have already been approved by the City, Staff recommended approval of all changes as presented.

The Planning Commission conducted a public hearing on the proposed map amendments at its March 23, 2015 meeting. No one spoke at the hearing and the Planning Commission unanimously recommended approval of the amended Zoning Map as presented (7 ayes and 0 nays).

BACKGROUND INFORMATION (SWOT):

- | | |
|----------------------|--|
| Strengths | <ul style="list-style-type: none">• The proposed Zoning Map amendments brings the map up to date with the approval of recent development projects.• The amendment fixes a map error that has a commercial property in the Village Area zoned rural single family. |
| Weaknesses | <ul style="list-style-type: none">• None |
| Opportunities | <ul style="list-style-type: none">• Staff is recommending adopting several amendments together rather than taking additional time to review each change separately. |
| Threats | <ul style="list-style-type: none">• None |

RECOMMENDATION: The Planning Commission and Staff are recommending that the City Council approve an updated Zoning Map to adopt the appropriate zoning for recently approved subdivision and development projects and to make other map corrections to bring the map into conformance with the City's Comprehensive Plan. If this item is pulled from the consent agenda, the suggested motion to adopt the Planning Commission recommendation is as follows:

“Move to adopt Ordinance 08-117 adopting a revised zoning map for the City of Lake Elmo”

ATTACHMENTS:

1. Ordinance 08-117
2. Proposed Zoning Map
3. Existing Zoning Map

CITY OF LAKE ELMO
COUNTY OF WASHINGTON
STATE OF MINNESOTA

ORDINANCE 08-117

AN ORDINANCE AMENDING CHAPTER 154 OF THE LAKE ELMO CITY CODE OF
ORDINANCES BY ADOPTING A REVISED OFFICIAL ZONING DISTRICT MAP

SECTION 1. The Zoning Map of the City of Lake Elmo established by the City Code, Section 154.351 is amended by deleting the existing Lake Elmo Zoning Map and adopting a new official Zoning Map which is attached and incorporated herein as Exhibit "A".

SECTION 2. Effective Date. This ordinance shall become effective immediately upon adoption and publication in the official newspaper of the City of Lake Elmo.

SECTION 3. Adoption Date. This Ordinance 08-117 was adopted on this 7th day of April 2015, by a vote of ___ Ayes and ___ Nays.

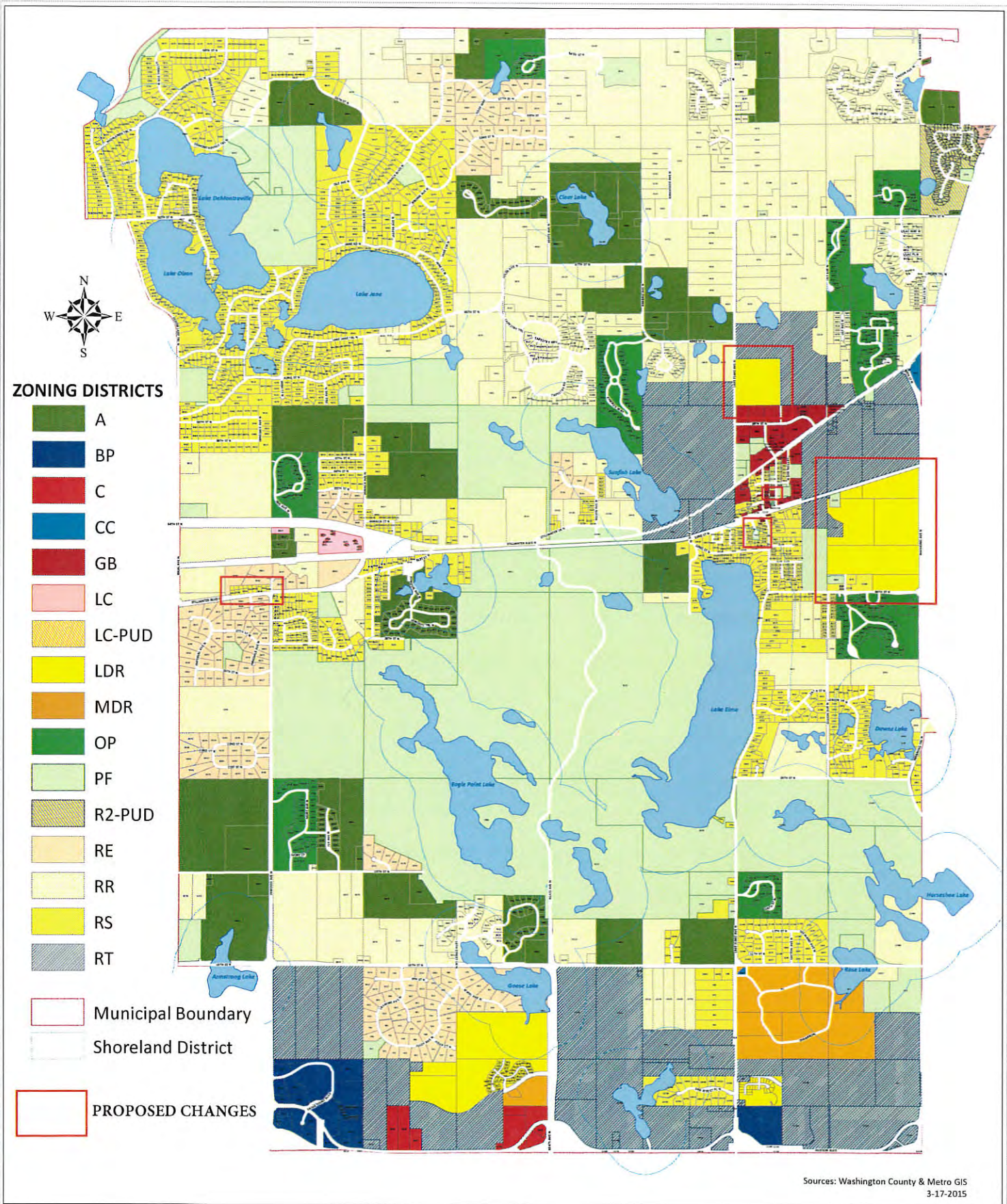
LAKE ELMO CITY COUNCIL

Mike Pearson, Mayor

ATTEST:

Adam Bell, City Clerk

This Ordinance 08-117 was published on the ____ day of _____, 2015.



Official Zoning Map

Proposed

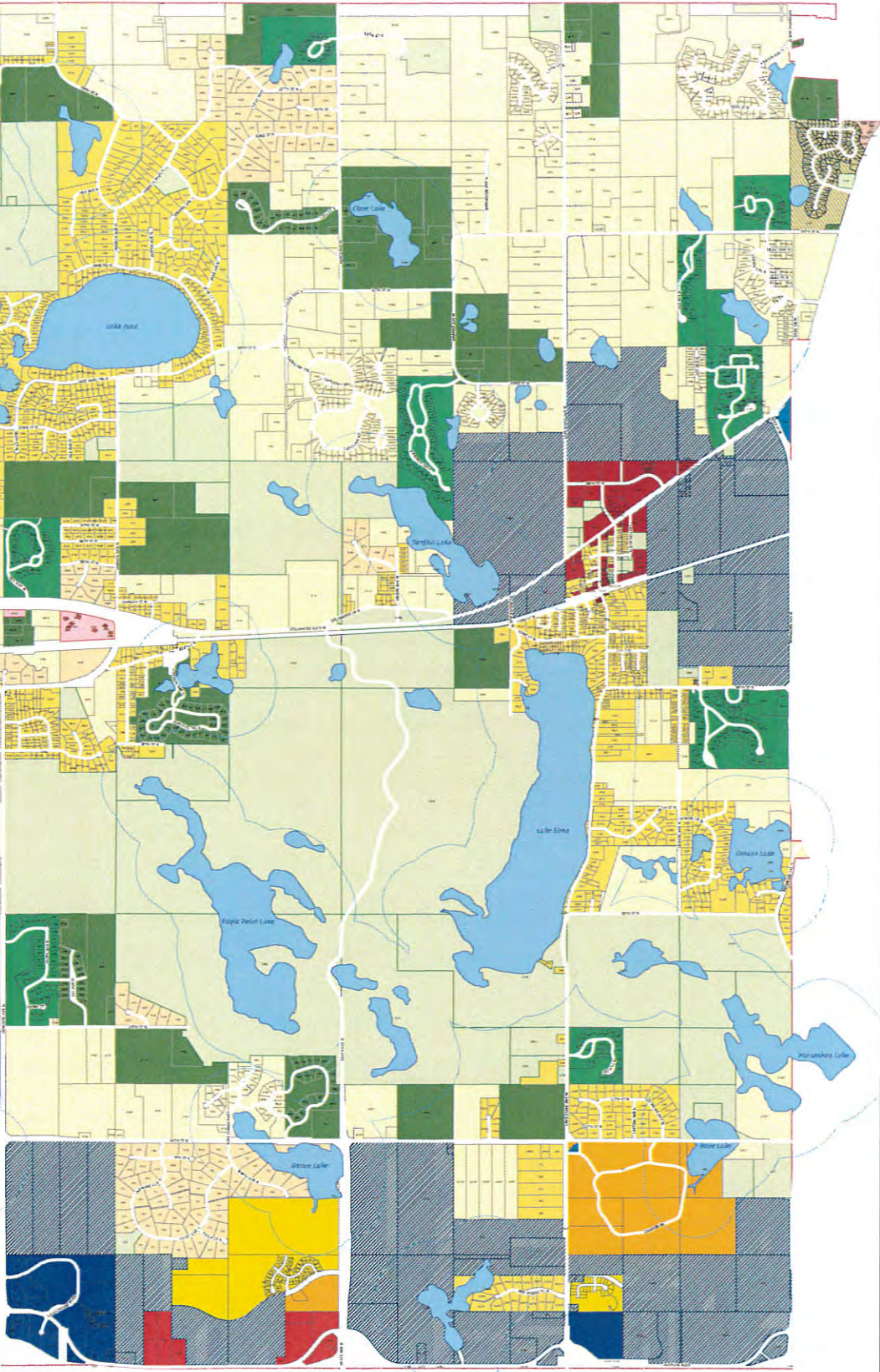




ZONING DISTRICTS

- A
 - BP
 - C
 - CC
 - GB
 - LC
 - LC-PUD
 - LDR
 - MDR
 - OP
 - PF
 - R2-PUD
 - RE
 - RR
 - RS
 - RT
- Municipal Boundary
- Shoreland District

Data Disclaimer:
 This map is not a boundary survey and is not intended to be used as such. The City of Lake Elmo assumes no liability for the completeness of this map or responsibility for any associated direct, indirect, or consequential damages that may result from its use or misuse.



Sources: Washington County & Metro GIS
 1-9-2015

Official Zoning Map





MAYOR & COUNCIL COMMUNICATION

DATE: April 7, 2015
CONSENT
ITEM # 10

AGENDA ITEM: Easton Village Developer’s Agreement – Affirm Final Contract Language

SUBMITTED BY: Kyle Klatt, Community Development Director

THROUGH: Dean Zuleger, City Administrator

REVIEWED BY: Jack Griffin, City Engineer
Dave Synder, City Attorney
Nick Johnson, City Planner

SUGGESTED ORDER OF BUSINESS:

- Introduction of ItemCommunity Development Director
- Report/Presentation.....Community Development Director
- Questions from Council to Staff..... Mayor Facilitates
- Call for Motion Mayor & City Council
- Discussion..... Mayor & City Council
- Action on Motion..... Mayor Facilitates

POLICY RECCOMENDER: The City Council approved a Development Agreement for Easton Village at its March 3, 2015. This approval was contingent upon final review and approval by the City Attorney, who has requested that the final document be brought back to the Council for final conformation.

FISCAL IMPACT: Direct Payments to Developer – None: there are no City payments for oversizing of utilities or for other reasons included in the agreement. Although the construction plans include oversizing of some infrastructure, the developer has previously agreed to absorb these costs as part of the City’s 39th Street Sewer assessment project. Future financial impacts include maintenance of streets, trails, sanitary sewer mains, watermains and other public infrastructure, maintenance of storm water ponding areas (after three years), monthly lease payments for street light, and other public financial responsibilities typically associated with a new development.

SUMMARY AND ACTION REQUESTED: The City Council is being asked to affirm the final language to be included in the developer’s agreement for Easton Village. The agreement has gone through a final round of reviews by City Staff, the developer, and the City Attorney,

and the final document is being presented to the City Council for final review. If this item is pulled from the consent agenda, the recommended motion to take action on the request is as follows:

“Move to affirm the final language to be included in the developer’s agreement for Easton Village”

LEGISLATIVE HISTORY/STAFF REPORT: The City Council has previously approved a developer’s agreement for Easton Village contingent upon the City Attorney completing a final review of the document. The City Council was especially concerned that the provision in the agreement concerning development reimbursement for future railroad crossing improvements be reviewed with final input from the City Attorney before the agreement was executed. Since the Council’s March 3, 2015 meeting, the developer has requested minor revisions to a few sections of the document, and Staff has suggested some minor changes as well. All changes since the document was conditionally approved by the City Council have been tracked in the attached document, and can be summarized as follows:

- Minor corrections as recommended by the City Engineer since the Council review of this item.
- Adjusted construction costs for Streets and Erosion Control as per the recommendation of the City Engineer.
- Section 29 concerning railroad crossing improvements and developer contributions for the future crossing improvements has been modified from the version presented to the City Council. The attached agreement includes revisions to change the fee from a REC-unit based fee to one that is now calculated based on the overall percentage of REC units from contributing parcels. A table has also been added to the agreement to document the calculations used to determine the share for all benefitting parcels. The new calculation resulted in a very small increase to the developer’s required cash contribution for this item.
- Section 30 (E) has been revised at the request of the developer to allow a letter of credit to be used for the required temporary access road removal security. It also notes that the developer may elect to renew this security as part of future project phases.

Please note that the developer requested that a new provision has been added to Section 22 to lock in the SAC and WAC charges at the present amount for future project phases within the development. This change is not recommended by Staff and has not been included as part of the final document. In addition, the City is waiting to receive additional documentation from the developer concerning the estimated costs to remove the temporary access road into the development. It is expected that this cost estimate will increase and that this amount will need to be included before the document is executed.

All other terms and conditions of the agreement are unchanged from the version presented on March 3rd.

BACKGROUND INFORMATION (SWOT):

Strengths: The developer's agreement has been drafted to guarantee that the improvements associated with Easton Village plans will be installed in accordance with City specifications.

Execution of the developer's agreement and compliance with all conditions in the agreement will allow the developer to record the Final Plat.

Weaknesses: The City will assume responsibility for future maintenance of the public improvements.

Opportunities: The proposed improvements will provide for infrastructure connections to adjacent properties.

Threats: The City will need to provide construction observation throughout the course of the project (these costs will be covered under an Engineering Administration Escrow).

RECOMMENDATION: Based on the above Staff report, Staff is recommending that the City Council conform that the revisions to the developer's agreement for Easton Village (as documented in the updated agreement) are consistent with the City's conditional approval of the agreement at a previous meeting. If this item is pulled from the consent agenda, the suggested motion to adopt the Staff recommendation is as follows:

“Move to affirm the final language to be included in the developer's agreement for Easton Village”

ATTACHMENTS:

1. Easton Village Developer's Agreement – Final Draft (with revisions tracked)

(reserved for recording information)

DEVELOPMENT CONTRACT

(Public sewer and water)

Easton Village

AGREEMENT dated _____, 2015, by and between the **CITY OF LAKE ELMO** a Minnesota municipal corporation ("City"), and Easton Village, LLC (the "Developer").

1. REQUEST FOR PLAT APPROVAL. The Developer has asked the City to approve the plat for Easton Village (referred to in this this Contract as the "plat"). The land is situated in the County of Washington, State of Minnesota, and is legally described as:

2. CONDITIONS OF PLAT APPROVAL. The City hereby approves the plat on condition that the Developer enter into this Contract, furnish the security required by it, and record the plat with the County Recorder or Registrar of Titles within (180) days after the City Council approves the final plat.

3. RIGHT TO PROCEED. Unless separate written approval has been given by the City, within the plat or land to be platted, the Developer may not grade or otherwise disturb the earth, remove trees, construct sewer lines, water lines, streets, utilities, public or private improvements, or any buildings until all the following conditions have been satisfied: 1) this agreement has been fully executed by both

parties and filed with the City Clerk, 2) the necessary security has been received by the City, 3) the plat and required homeowner's association documents have been recorded with the Washington County Recorder's Office, and 4) the City's Community Development Director has issued a letter that all conditions have been satisfied, a preconstruction conference has been held, and that the Developer may proceed.

4. PHASED DEVELOPMENT. This plat is a phase of a multi-phased preliminary plat; the City may refuse to approve final plats of subsequent phases if the Developer has breached this Contract and the breach has not been remedied. Development of subsequent phases may not proceed until Development Contracts for such phases are approved by the City. Park charges and area charges for sewer and water referred to in this Contract are not being imposed on outlots, if any, in the plat that are designated in an approved preliminary plat for future subdivision into lots and blocks. Such charges will be calculated and imposed when the outlots are final platted into lots and blocks.

5. PRELIMINARY PLAT STATUS. The plat is a phase of a multi-phased preliminary plat, the preliminary plat approval for all phases not final platted shall lapse and be void unless final platted into lots and blocks, not outlots, within five (5) years after preliminary plat approval.

6. CHANGES IN OFFICIAL CONTROLS. For two (2) years from the date of this Contract, no amendments to the City's Comprehensive Plan or official controls shall apply to or affect the residential use, development density, lot size, lot layout or dedications of the approved final plat unless required by state or federal law or agreed to in writing by the City and the Developer. Thereafter, notwithstanding anything in this Contract to the contrary, to the full extent permitted by state law, the City may require compliance with any amendments to the City's Comprehensive Plan, official controls, platting or dedication requirements enacted after the date of this Contract.

7. DEVELOPMENT PLANS. The plat shall be developed in accordance with the following plans and at the Developer's sole expense. The plans shall not be attached to this Contract. If the plans vary from the written terms of this Contract, the written terms shall control. The plans are:

Plan A – Final Plat

- Plan B – Final Grading, Drainage, and Erosion Control Plans
- Plan C – Final Sanitary Sewer, Water Main, Storm Sewer, and Street Plans
- Plan D – Final Landscape and Tree Preservation Plan
- Plan E – Eastern Village Trunk Sewer Line

8. IMPROVEMENTS. The Developer shall install and pay for the following:

- A. Streets
- B. Sanitary Sewer
- C. Sanitary Sewer - Eastern Village Trunk Sewer Line
- D. Watermain
- E. Surface Water Facilities (pipe, ponds, rain gardens, etc.)
- F. Grading and Erosion Control
- G. Sidewalks/Trails
- H. Street Lighting
- I. Underground Utilities
- J. Street Signs and Traffic Control Signs
- K. Landscaping and Street Trees
- L. Tree Preservation and Reforestation
- M. Wetland Mitigation and Buffers
- N. Monuments Required by Minnesota Statutes

The improvements shall be installed in accordance with the City subdivision ordinance and the City's Engineering Design and Construction Standards Manual and pursuant to the direction of the City Engineer. The Developer shall submit plans and specifications which have been prepared by a competent registered professional engineer to the City for approval by the City Engineer. The Developer shall instruct its engineer to provide adequate field inspection personnel to assure an acceptable level of quality control to the extent that the Developer's engineer will be able to certify that the construction work meets the approved City standards as a condition of City acceptance. In addition, the City may, at the City's discretion and at the Developer's expense, have one or more City inspectors and a soil engineer inspect the work on a full or part-time basis. The Developer's engineer shall provide for on-site project management. The Developer's engineer is responsible for design changes and contract administration between the Developer

and the Developer's contractor. The Developer or his engineer shall schedule a pre-construction meeting at a mutually agreeable time at the City Hall with all parties concerned, including the City staff, to review the program for the construction work.

All labor and work shall be done and performed in the best and most workmanlike manner and in strict conformance with the approved plans and specifications. No deviations from the approved plans and specifications will be permitted unless approved in writing by the City Engineer. The Developer agrees to furnish to the City a list of contractors being considered for retention by the Developer for the performance of the work required by the Contract. The Developer shall not do any work or furnish any materials not covered by the plans and specifications and special conditions of this Contract, for which reimbursement is expected from the City, unless such work is first ordered in writing by the City Engineer as provided in the specifications.

9. CITY ENGINEERING ADMINISTRATION AND CONSTRUCTION

OBSERVATION. Prior to the commencement of any construction activity authorized under this agreement, the Developer shall submit an escrow for City Engineering Administration and Construction Observation in an amount provided under paragraph 36, Summary of Cash Requirements (City Engineering Administration Escrow). The escrow account will be used to reimburse the City for all engineering administration and construction observation performed during the construction of the improvements until the escrow has been reduced to half of its original amount. Thereafter, the Developer shall reimburse the City each month, within 30 days of receiving an invoice, for all engineering administration and construction observation performed during the construction of the improvements (at normal City rates for such services) and will maintain the account at half of the original balance. If Developer fails to pay the invoiced amount within such 30-day period, and such failure continues for an additional five (5) business days after written notice from the City of such failure, the City may draw upon the escrow and stop the work on site until said escrow has been replenished in accordance with this Section. City engineering administration will include monitoring of construction progress and construction observation, consultation with Developer and his engineer on status or problems regarding the project, coordination for testing,

final inspection and acceptance, project monitoring during the warranty period, and processing of requests for reduction in security. Construction observation may be performed by the City's in-house staff or consulting engineer. Construction observation shall include, at the discretion of the City, part or full time inspection of proposed public utilities and street construction. Services will be billed on an hourly basis at normal City rates therefor.

The direction and review provided through the inspection of the improvements should not be considered a substitute for the Developer required management of the development. Developer will cause the contractor(s) to furnish the City with a schedule of proposed operations at least five (5) days prior to the commencement of construction of each type of Improvement. City shall inspect all Developer Installed Improvements during and after construction for compliance with approved plans and specifications. Developer will notify the City Engineer at such times during construction as the City Engineer requires for inspection purposes. Such inspection is pursuant to the City's governmental authority, and no agency or joint venture relationship between the City and Developer is thereby created.

10. CONTRACTORS/SUBCONTRACTORS. City Council members, City employees, and City Planning Commission members, and corporations, partnerships, and other entities in which such individuals have greater than a 25% ownership interest or in which they are an officer or director may not act as contractors or subcontractors for the public improvements identified in Paragraph 8 above.

11. PERMITS. The Developer shall obtain or require its contractors and subcontractors to obtain all necessary permits, including but not limited to:

- A. Right-of-Way Excavations and Obstructions:
 - City of Lake Elmo, Right-of-Way Utility Installation(s)
 - City of Lake Elmo, Right-of-Way Obstruction(s)
 - Washington County, Utility Installations(s)
 - Washington County, Street or Driveway Access(s)
 - Minnesota Department of Transportation, Utility Installation
 - Minnesota Department of Transportation, Right-of-Way Permit

- B. Watermain Extensions:
 - Minnesota Department of Health

- C. Sanitary Sewer Extensions:
 - Minnesota Pollution Control Agency
 - Metropolitan Council Environmental Services

- D. Stormwater Management:
 - Valley Branch, Brown's Creek or South Washington Watershed District Permit
- E. Erosion, Sedimentation Control:
 - Minnesota Pollution Control Agency, General NPDES Stormwater Permit
 - SWPPP (Stormwater Pollution Prevention Plan)
- F. Wetland Mitigation:
 - Board of Water and Soil Resources, WCA
- G. Construction Dewatering:
 - Minnesota Department of Natural Resources

12. TIME OF PERFORMANCE. The Developer shall install all required public improvements by June 30, 2016, with the exception of the final wear course of asphalt on streets. The Developer shall have the option of installing the wearing course of streets within one (1) year following initial commencement of work on the required basic improvements or installing it after the first course has weathered a winter season, consistent with warranty requirements, however final acceptance of the improvements will not be granted until all work is completed including the final wear course. The Developer may, however, request an extension of time from the City. If an extension is granted, it shall be conditioned upon updating the security posted by the Developer to reflect cost increases and amending this agreement to reflect the extended completion date. Final wear course placement outside of this time frame must have the written approval of the City Engineer.

13. LICENSE. The Developer hereby grants the City, its agents, employees, officers and contractors a license to enter the plat to perform all work and inspections deemed appropriate by the City in conjunction with plat development.

14. CONSTRUCTION ACCESS. Construction traffic access and egress for grading, public utility construction, and street construction is restricted to access the subdivision via the planned construction access off of Manning Avenue. No construction traffic is permitted on other adjacent local streets.

15. CONSTRUCTION SEQUENCE AND COMPLIANCE. The City will require the developer to construct the improvements in a sequence which will allow progress and compliance points

to be measured and evaluated. The Developer and/or their representatives are required to supervise and coordinate all construction activities for all improvements and must notify the City in writing stating when the work is ready for the inspection at each of the measurable points defined in the following paragraphs 16., 17. and 18. For the purpose of this paragraph, Electronic message (email) shall be deemed an acceptable method of notification provided it is captioned "Notice pursuant to Development Agreement".

16. EROSION CONTROL. Prior to initiating site grading, the erosion control plan, Plan B, shall be implemented by the Developer and inspected and approved by the City. Erosion control practices must comply with the approved plans and specifications for the plat, with all watershed district permits and with Minnesota Pollution Control Agency's Best Management Practices. The City may impose additional erosion control requirements as deemed necessary. The parties recognize that time is of the essence in controlling erosion. If the Developer does not comply with the erosion control plan and schedule or supplementary instructions received from the City, the City may take such action as it deems appropriate to control erosion. The City will endeavor to notify the Developer in advance of any proposed action, but failure of the City to do so will not affect the Developer's and City's rights or obligations hereunder. If the Developer does not reimburse the City for any cost the City incurred for such work within ten (10) days, the City may draw down the security to pay any costs. No development, utility or street construction will be allowed and no building permits will be issued unless the plat is in full compliance with the approved erosion control plan.

If building permits are issued prior to the acceptance of public improvements, the developer assumes all responsibility for erosion control compliance throughout the plat and the City may take such action as allowed by this agreement against the Developer for any noncompliant issue as stated above. Erosion control plans for individual lots will be required in accordance with the City's building permit requirements, or as required by the City or City Engineer.

17. GRADING PLAN. The plat shall be graded in accordance with the approved grading drainage and erosion control plan, Plan "B". The plan shall conform to Engineering Design and

Construction Standards Manual. All grading shall be completed within the Subdivision prior to the preparation and submittal of the as-constructed grading plan.

Within thirty (30) days after completion of the grading, the Developer shall provide the City with a "record" grading plan certified by a registered land surveyor or engineer that all trails, ponds, swales, and ditches have been constructed on public easements or land owned by the City. The "record" plan shall contain site grades and field verified elevations of the following: a) cross sections of ponds; b) location and elevations along all swales, emergency overflows, wetlands, wetland mitigation areas if any, ditches, locations and dimensions of borrow areas/stockpiles; c) lot corner elevations and house pads; and d) top and bottom of retaining walls. The City will not issue any building permits, with the exception of the model homes described in Section 26(A), until the approved certified record grading plan is on file with the City.

18. STREET AND UTILITY IMPROVEMENTS. All storm sewers, sanitary sewers, watermain, and streets shall be installed in accordance with the approved Plans and Specifications for Public Improvements, Plan "D". The plan shall conform to the City's Engineering Design and Construction Standards Manual. Curb and gutter and the first lift of the bituminous streets, sidewalks, the boulevards graded, street signs installed, and all restoration work on the site shall be completed in accordance with the approved plans. Once the work is completed, the developer or its representative shall submit a written request to the City asking for an inspection of the initial improvements. The City will then schedule a walk-through to create a punch list of outstanding items to be completed. Upon receipt of the written punch list provided by the City, the punch list items must be completed by the Developer and the City notified to re-inspect the improvements. The final bituminous wear course may be installed in accordance with paragraph 12. above.

19. STREET MAINTENANCE DURING CONSTRUCTION. The Developer shall be responsible for all street maintenance until the streets are accepted by the City in writing. Warning signs shall be placed when hazards develop in streets to prevent the public from traveling on same and to direct attention to detours. If and when streets become impassable, such streets shall be barricaded and closed. In the event residences are occupied prior to completing streets, the Developer

shall maintain a smooth surface and provide proper surface drainage to insure that the streets are passable to traffic and emergency vehicles. The Developer shall be responsible for keeping streets within and without the subdivision clean of dirt and debris that may spill, track, or wash onto the street from Developer's operation. The Developer may request, in writing, that the City keep the streets open during the winter months by plowing snow from the streets prior to final acceptance of said streets. The City shall not be responsible for repairing the streets because of snow plowing operations. Providing snow plowing service does not constitute final acceptance of the streets by the City. The Developer shall contract for street cleaning within and immediately adjacent to the development. At a minimum, scraping and sweeping shall take place on a weekly basis. A copy of this contract shall be approved by the City before grading is started. The contract shall provide that the City may direct the contractor to clean the streets and the contractor will bill the Developer.

20. OWNERSHIP OF IMPROVEMENTS. Upon completion of the work and construction required by this Contract, the improvements lying within public easements shall become City property. Prior to acceptance of the improvements by the City, the Developer must furnish the City with a complete set of reproducible "record" plans, an electronic file of the "record" plans in accordance with the City's Engineering Design and Construction Standards Manual together with the following affidavits:

- Developer/Developer Engineer's Certificate
- Land Surveyor's Certificate

certifying that all construction has been completed in accordance with the terms of this Contract. All necessary forms will be furnished by the City. Upon receipt of "record plans" and affidavits, and upon review and verification by the City Engineer, the City Engineer will accept the completed public improvements.

21. PARK DEDICATION. The Developer shall be required to dedicate 9.84 acres of land for public park purposes for the entire subdivision. The Easton Village Final Plat includes the dedication of 3.99 acres of land, which represents 40.5% of the overall total land dedication required. Future project phases shall either include dedication of the remaining 5.85 acres of park land or a cash payment in lieu

of land dedication consistent with the Lake Elmo Subdivision Ordinance.

22. SANITARY SEWER AND WATER UTILITY AVAILABILITY CHARGES (SAC AND WAC). The Developer shall be responsible for the payment of all sewer availability charges (SAC) and all water availability charges (WAC) with respect to the Improvements required by the City and any state or metropolitan government agency.

The sewer availability charge (SAC) in the amount of \$3,000.00 per REU shall be paid by the Developer prior to the City recording the final plat. The total amount to be paid by the Developer is \$213,000.00.

The water availability charge (WAC) in the amount of \$3,000.00 per REU shall be paid by the Developer prior to the City recording the final plat. The total amount to be paid by the Developer is \$213,000.00.

In addition, a sewer connection charge in the current amount of \$1,000.00 per REU, a Met Council sewer availability charge in the current amount of \$2,485.00 per REU, and a water connection charge in the current amount of \$1,000.00 per REU will be collected by the City at the time the building permit is issued for each lot. These amounts are charged at the time of building permit in accordance with the latest city fee schedule, which may be more or less than the amount specified herein.

23. TRAFFIC CONTROL SIGNS. Traffic control signs shall be included as part of the public street improvements, and the installation costs shall be included in the street construction calculations.

24. STREET LIGHTS. The Developer is responsible for the installation of street lights consistent with a street lighting plan approved by the City. The Developer shall coordinate the installation of street lights with Xcel Energy in conjunction with the other improvements, and agrees to pay Xcel Energy for all upfront costs associated with the street lighting system, including underground cables, posts, lamps, ballasts, starters, photocells, and glassware. All street lights will be leased by the City upon final acceptance of the system. The Developer shall also pay \$749.52 in payment for the first year operating costs for street lights.

25. WETLAND MITIGATION. The Developer shall complete any required wetland mitigation/restoration in accordance with the approved Plans and Specifications and in accordance with any applicable Watershed or agency Permits. If any required mitigation work is found to be incomplete or restoration is unsuccessful, and if Developer fails to remedy such default within fifteen (15) days after written notice from the City (provided, however, that in the event of a bona fide emergency, the City shall only be required to give such notice as is practicable under the circumstances), the City may draw down the security at any time during the warranty period if the Developer fails to take corrective measures to be used by the City to perform the work.

26. BUILDING PERMITS/CERTIFICATES OF OCCUPANCY.

A. Public sewer and water, curbing, and one lift of asphalt shall be installed on all public and private streets prior to issuance of any building permits, except five (5) model homes on lots acceptable to the Community Development Director.

B. Prior to issuance of building permits, wetland buffer monuments shall be placed in accordance with the City's zoning ordinance. The monument design shall be approved by the Community Development Department.

C. Written certification of the as-constructed grading must be on file at the City for the block where the building is to be located.

D. Breach of the terms of this Contract by the Developer, including nonpayment of billings from the City, shall be grounds for denial of building permits and/or withholding of other permits, inspection or actions, including lots sold to third parties, and the halting of all work in the plat.

E. If building permits are issued prior to the acceptance of public improvements, the Developer assumes all liability and costs resulting in delays in completion of public improvements and damage to public improvements caused by the City, Developer, their contractors, subcontractors, materialmen, employees, agents, or third parties.

F. No sewer and water connection permits may be issued until the streets needed for access have been paved with a bituminous surface and the utilities are tested and approved by the City

Engineer.

G. The City will not issue a certificate of occupancy for any building constructed on any lot or parcel in the Plat, including any model homes authorized under this agreement, until Public sewer and water, curbing, and one lift of asphalt is installed on all public and private streets; all utilities are tested and approved by the City Engineer; and the as-constructed grading must be on file at the City for the block where the building is to be located.

27. RESPONSIBILITY FOR COSTS.

A. In the event that the City receives claims from labor, materialmen, or others that work required by this Contract has been performed, the sums due them have not been paid, and the laborers, materialmen, or others are seeking payment from the City, and in the further event that such claims have not been resolved by Developer within thirty (30) days after written notice from the City, the Developer hereby authorizes the City to commence an Interpleader action pursuant to Rule 22, Minnesota Rules of Civil Procedure for the District Courts, to draw upon the letters of credit in an amount up to 125 percent of the claim(s) and deposit the funds in compliance with the Rule, and upon such deposit, the Developer shall release, discharge, and dismiss the City from any further proceedings as it pertains to the letters of credit deposited with the District Court, except that the Court shall retain jurisdiction to determine payment of attorneys' fees pursuant to this Contract.

B. Except as otherwise specified herein, the Developer shall pay all costs incurred by it or the City in conjunction with the development of the plat, including but not limited to legal, planning, engineering and inspection expenses incurred in connection with approval and acceptance of the plat, the preparation of this Contract, review of construction plans and documents, and all costs and expenses incurred by the City in monitoring and inspecting development of the plat, all at normal City rates therefor. All amounts incurred and due at the time, must be fully paid prior to execution and release of the final plat for recording.

C. The Developer shall hold the City and its officers, employees, and agents harmless from claims made by itself and third parties for damages sustained or costs incurred resulting from plat

approval and development. The Developer shall indemnify the City and its officers, employees, and agents for all costs, damages, or expenses which the City may pay or incur in consequence of such claims, including attorneys' fees. Notwithstanding anything to the contrary, Developer's obligation to indemnify, hold harmless and defend the City shall not extend to any claim, liability, loss, costs, damages or expenses, including attorney's fees, which relate to, result from or are caused by the City's violation of applicable law, this Agreement or the negligence of the City and/or its officers, employees, consultants or agents.

D. The Developer shall reimburse the City for costs incurred in the enforcement of this Contract, including reasonable engineering and attorneys' fees.

E. The Developer shall pay in full all bills submitted to it by the City for obligations incurred under this Contract within thirty (30) days after receipt. Bills not paid within thirty (30) days shall be assessed a late fee per the City of Lake Elmo adopted Fee Schedule. Upon request, the City will provide copies of detailed invoices of the work performed.

28. CITY PAYMENTS. There are no City payments for oversizing due to previous agreements with the Developer concerning the 39th Street Trunk Sewer Line project.

29. RAILROAD CROSSING IMPROVEMENTS: The Developer shall be required to pay for a portion of the costs to secure, build and install a public rail crossing at the location shown in Exhibit B to specifications required by the City, the Minnesota Department of Transportation, the Union Pacific Rail Road and any other regulatory agency having jurisdiction over the crossing and the track in accordance with the specifications of the City of Lake Elmo. The Developer's portion of these costs shall be calculated based on the numberpercentage of the overall number of Residential Equivalency Connection (REC) units associated with the developmentplanned for developments that will directly access the Village Parkway minor collector road between State Highway 5 and 30th Street divided by the estimated overall project costs. The City will request that Aall future development projects that connecting directly to Village Parkway shall also be required to contribute in a similar mannertowards said crossing improvement. The Developer shall provide all property in fee and/or easements as required by the City necessary to establish the railroad crossing. The Developer agrees to submit a cash payment of

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~~\$62,693,000~~ to the City for its share of the railroad crossing improvements.

A. The amount of the cash payment was calculated as follows: ~~\$500,000 estimated project costs divided~~ multiplied by 12.6% (71 units out of 562) ~~566~~ benefitting REC units = ~~\$833 per REC unit payment multiplied by 71 REC units within the Plat~~ \$63,000.

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B. The calculation for future railroad crossing costs has been determined as follows:

| Parcel ID(s) | REC Unit Count | Percentage | Total Costs |
|--------------------------|----------------|--------------|------------------|
| <u>13.029.21.14.0002</u> | <u>217</u> | <u>38.6%</u> | <u>\$193,000</u> |
| <u>13.029.21.42.0001</u> | | | |
| <u>13.029.21.41.0001</u> | | | |
| <u>13.029.21.13.0001</u> | | | |
| <u>13.029.21.43.0004</u> | <u>100</u> | <u>17.8%</u> | <u>\$89,000</u> |
| <u>13.029.21.44.0002</u> | | | |
| <u>13.029.21.12.0001</u> | <u>170</u> | <u>30.2%</u> | <u>\$151,000</u> |
| <u>13.029.21.14.0002</u> | | | |
| <u>13.029.21.24.0001</u> | <u>75</u> | <u>13.4%</u> | <u>\$67,000</u> |
| Totals | 562 | 100% | \$500,000 |

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~~29,30.~~ **SPECIAL PROVISIONS.** The following special provisions shall apply to plat development:

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A. Implementation of the recommendations listed in the January 22, 2015, February 5, 2015, and February 10, 2015 -Engineering review memorandums concerning the Easton Village Final Plat.

B. Before the City executes the final plat, the Developer shall convey Outlots A, B, D, G, Part of E, and F to the City by warranty deed, free and clear of any and all encumbrances.

C. Railroad Crossing Improvements. The Developer shall enter into an escrow agreement with the City satisfactory to the City Attorney concerning acquisition of and the payment of costs associated with a new railroad crossing and the construction of related public improvements serving the property and providing financial guarantees concerning the construction of said improvements. Developer shall provide all property in fee and/or easements as required by the City

necessary to establish the railroad crossing.

D. The Developer shall install temporary turnarounds on the northern end of Linden Avenue North and the termination point of 32nd Street North until these roads are extended to the north as part of a future development phase.

E. Temporary Manning Avenue Access Removal. Prior to the City's acceptance of the streets, the developer shall submit an letter of credit or cash escrow to the City in the amount of (\$26,246) [increase amount per additional information to be submitted by developer] to guarantee the removal of the temporary access road connecting to Manning Avenue. This letter of credit or escrow may be renewed for future project phases if the requirements for removal of the access road have not been met prior to the platting of future project phases.

F. Compliance with recommendations of the Metropolitan Airports Commission as documented in a letter dated December 8, 2014 from the Commission's Airport Planner.

G. Disclosure of Information: The declarations for the Homeowner's Association shall include a disclosure statement in form and substance as attached as Exhibit B hereto regarding the Lake Elmo Airport, Access to Manning Avenue, and Union Pacific Railroad rail line.

H. The Developer must obtain a sign permit from the City prior to installation of any permanent subdivision identification signs.

I. The Developer shall be responsible for the construction of all improvements within the Manning Avenue (CSAH 15) right-of-way as required by Washington County and further described in the review letter received from the County dated June 24, 2014.

I. The Developer shall observe all other County requirements as specified in the Washington County review letter dated June 24, 2014.

J. The Developer shall enter into a maintenance agreement with the City that clarifies the individuals or entities responsible for any landscaping installed in areas outside of land dedicated as public park and open space on the final plat.

K. Any land under which public trails are located will be accepted as park land

provided the Developer constructs said trails within the dedicated areas as part of the public improvements for the subdivision and easements are provided where required by the City.

O. The City and Developer agree to prepare a plan for improvements to the Outlot D park area by December 15, 2015 with installation of said improvements to be completed by June 30, 2016.

30.31. MISCELLANEOUS.

A. The Developer may not assign this Contract without the written permission of the City Council. The Developer's obligation hereunder shall continue in full force and effect even if the Developer sells one or more lots, the entire plat, or any part of it.

B. Retaining walls that require a building permit shall be constructed in accordance with plans and specifications prepared by a structural or geotechnical engineer licensed by the State of Minnesota. Following construction, a certification signed by the design engineer shall be filed with the City Engineer evidencing that the retaining wall was constructed in accordance with the approved plans and specifications. All retaining walls identified on the development plans or by special conditions referred to in this Contract shall be constructed before any other building permit is issued for a lot on which a retaining wall is required to be built.

C. Appropriate legal documents regarding Homeowner Association documents, covenants and restrictions relating to the plat approval and outlots and conveyances, as approved by the City Attorney, shall be filed with the final plat. No third-party beneficiary status is hereby conferred. All outlots and common areas, including Outlots A, C, and E shall be maintained in good order and repair by a homeowner's association, and, if it does not do so, then the City may perform the work and assess the costs against the individual lots within the plat of Easton Village and without regard to the formalities or requirements of Minn. Stat. § 429.

D. Developer shall take out and maintain or cause to be taken out and maintained until six (6) months after the City has accepted the public improvements, public liability and property damage insurance covering personal injury, including death, and claims for property damage which may arise out of Developer's work or the work of its subcontractors or by one directly or indirectly employed by any of them.

Limits for bodily injury and death shall be not less than \$500,000 for one person and \$1,000,000 for each occurrence; limits for property damage shall be not less than \$200,000 for each occurrence; or a combination single limit policy of \$1,000,000 or more. The City shall be named as an additional insured on the policy, and the Developer shall file with the City a certificate evidencing coverage prior to the City signing the plat. The certificate shall provide that the City must be given thirty (30) days advance written notice of the cancellation of the insurance.

E. Third parties shall have no recourse against the City under this Contract.

F. If any portion, section, subsection, sentence, clause, paragraph, or phrase of this Contract is for any reason held invalid, such decision shall not affect the validity of the remaining portion of this Contract.

G. The action or inaction of the City shall not constitute a waiver or amendment to the provisions of this Contract. To be binding, amendments or waivers shall be in writing, signed by the parties and approved by written resolution of the City Council. The City's failure to promptly take legal action to enforce this Contract shall not be a waiver or release.

H. This Contract shall run with the land and may be recorded against the title to the property. The Developer covenants with the City, its successors and assigns, that the Developer has fee title to the property being final platted and/or has obtained consents to this Contract, in the form attached hereto, from all parties who have an interest in the property; that there are no unrecorded interests in the property being final platted; and that the Developer will indemnify and hold the City harmless for any breach of the foregoing covenants.

I. Each right, power or remedy herein conferred upon the City is cumulative and in addition to every other right, power or remedy, express or implied, now or hereafter arising, available to City, at law or in equity, or under any other agreement, and each and every right, power and remedy herein set forth or otherwise so existing may be exercised from time to time as often and in such order as may be deemed expedient by the City and shall not be a waiver of the right to exercise at any time thereafter any other right, power or remedy.

J. The Developer represents to the City that the plat complies with all city, county,

metropolitan, state, and federal laws and regulations, including but not limited to: subdivision ordinances, zoning ordinances, and environmental regulations. If the City determines that the plat does not comply, the City may, at its option, refuse to allow construction or development work in the plat until the Developer does comply. Upon the City's demand, the Developer shall cease work until there is compliance.

34.32. EVENTS OF DEFAULT. The following shall be "Events of Default" under this Agreement and the term "Event of Default" shall mean, whenever it is used in this Agreement, any one or more of the following events:

A. Subject to unavoidable delays, failure by Developers to commence and complete construction of the Public Improvements pursuant to the terms, conditions and limitations of this Agreement and the continuance of such failure for a period of thirty (30) days after written notice thereof (provided, however, that in the event of a bona fide emergency, the City shall only be required to give such notice as is practicable under the circumstances).

B. Failure by Developers to substantially observe or perform any material covenant, condition, obligation or agreement on their part to be observed or performed under this Agreement and the continuance of such failure for a period of thirty (30) days after written notice thereof (provided, however, that in the event of a bona fide emergency, the City shall only be required to give such notice as is practicable under the circumstances).

32.33. REMEDIES ON DEFAULT. Whenever any Event of Default occurs, the City, subject to any rights of third parties agreed to by the City pursuant to this Agreement, or otherwise by written, executed instrument of the City, may take any one or more of the following:

A. The City may suspend its performance under the Agreement until it receives assurances from Developers, deemed adequate by the City, that Developers will cure their default and continue their performance under the Agreement. Suspension of performance includes the right of the City to withhold permits including, but not limited to, building permits.

B. The City may initiate such action, including legal or administrative action, as is necessary for the City to secure performance of any provision of this agreement or recover any amounts

due under this Agreement from Developers, or immediately draw on the Letter of Credit, as set forth in this Agreement. In the event of any uncorrected failure to maintain any common area or landscape areas, the City may undertake to do the work and assess the costs to the individual lots within the plat without regard to the formalities or requirements of Minn. Stat. § 429..

33.34. ENFORCEMENT BY CITY: DAMAGES. The Developers acknowledge the right of the City to enforce the terms of this Agreement against the Developers, by action for specific performance or damages, or both, or by any other legally authorized means. The Developers also acknowledge that their failure to perform any or all of their obligations under this Agreement may result in substantial damages to the City; that in the event of default by the Developers, the City may commence legal action to recover all damages, losses and expenses sustained by the City; and that such expenses may include, but are not limited to, the reasonable fees of legal counsel employed with respect to the enforcement of this Agreement.

34.35. WARRANTY. The Developer warrants all improvements required to be constructed by it pursuant to this Contract against poor material and faulty workmanship. The Developer shall submit either a cash deposit or letter of credit for twenty-five percent (25%) of the amount of the original cost of the improvements.

A. The required warranty period for materials and workmanship for the utility contractor installing public sewer and water mains shall be two (2) years from the date of final written City acceptance of the work.

B. The required warranty period for all work relating to street construction, including concrete curb and gutter, sidewalks and trails, materials and equipment shall be subject to one (1) year from the date of final written acceptance, unless the wearing course is placed during the same construction season as the bituminous base course. In those instances, the Developer shall guarantee all work, including street construction, concrete curb and gutter, sidewalks and trails, material and equipment for a period of two (2) years from the date of final written City acceptance of the work.

C. The required warranty period for sod, trees, and landscaping is two growing seasons following installation.

D. The required warranty for landscaping within storm water infiltration areas (Portions of Outlot B and Outlot F) shall be three (3) years following installation. The developer shall also enter into a maintenance agreement with the City for a period of three (3) years prior to acceptance of the landscaping for within these storm water infiltration areas. Said maintenance agreement shall include requirements for the proper care of native plantings and the elimination of weeds and invasive species.

~~35.36.~~ **SUMMARY OF SECURITY REQUIREMENTS.** To guarantee compliance with the terms of this agreement, payment of special assessments, payment of the costs of all public improvements, and construction of all public improvements, the Developer shall furnish the City with an irrevocable letter of credit, in the form attached hereto, from a bank, cash escrow or a combination cash escrow and Letter of Credit ("security") for \$4,318,894. The amount of the security was calculated as follows:

CONSTRUCTION COSTS:

| | | |
|--|---|----------------|
| Streets | \$449,489 | <u>526,489</u> |
| Sanitary Sewer | \$293,960 | |
| Eastern Village Trunk Sewer <u>and Watermain</u> | \$624,924 | |
| Watermain | \$303,289 | |
| Surface Water Facilities (pipe, ponds, rain gardens, etc.) | \$585,943 | |
| Grading | \$728,739 | |
| Erosion Control | \$52,678 | <u>668,678</u> |
| Sidewalks/Trails | \$98,777 | |
| Street Lighting | Xcel to Install, to be pre-paid directly by developer | |
| Street Signs and Traffic Control Signs | \$5,600 | |
| Landscaping | \$110,781 | |
| Tree Preservation and Restoration | \$164,435 | |
| Wetland Mitigation and Buffers | Separate letter of credit through Watershed District | |
| Monuments | \$30,000 | |

| | |
|--|--|
| Miscellaneous Facilities | N/A |
| Developer's Record Drawings | \$6,500 |
| Construction Sub-Total | <u>\$3,455,115</u> <u>3,548,115</u> |
| Total Project Securities (at 125% Construction Costs) | <u>\$4,318,894</u> <u>4,435,144</u> |

This breakdown is for historical reference; it is not a restriction on the use of the security. The bank shall be subject to the approval of the City Administrator. The City may draw down the security, without notice, for any violation of the terms of this Contract or if the security is allowed to lapse prior to the end of the required term. If the required public improvements are not completed at least thirty (30) days prior to the expiration of the security, the City may also draw it down. If the security is drawn down, the proceeds shall be used to cure the default.

35. REDUCTION OF SECURITY. Upon written request by the Developer and upon receipt of proof satisfactory to the City Engineer that work has been completed and financial obligations to the City have been satisfied, with City Engineer approval the security may be reduced as follows:

A. Up to 50%, or ~~\$2,159,447~~\$2,217,572 of the security provided in accordance with paragraph 32. above may be released when: (1) Developer's obligations under this Agreement have been completed and the Public Improvements have been found to be complete to the satisfaction of the City including all corrective work for any identified punch list items, but not including the final wear course; and (2) completion of the Improvements is done to the satisfaction of the City and evidence of such is provided by the City in writing and satisfactory evidence of payment, such as lien waivers are provided.

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B. Up to an additional 25%, or ~~\$1,079,724~~\$1,108,786 of the security provided in accordance with paragraph 32. above may be released when: (1) Developer's obligations under this Agreement have been completed and the Improvements have been found to be complete to the satisfaction of the City including all corrective work for any identified punch list items and including the final wear course; and (2) Improvements are accepted by the City in writing and satisfactory evidence of payment, such as lien waivers, are provided.

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C. Twenty percent (25%) of the amounts certified by the Developer's engineer shall be retained as security until: (1) all improvements have been completed, (2) iron monuments for lot corners have been installed, (3) all financial obligations to the City satisfied, (4) the required "record" plans have been received and approved by the City, (5) a warranty security is provided, and (6) the public improvements are accepted by the City.

36. SUMMARY OF CASH REQUIREMENTS. The following is a summary of the cash requirements under this Contract which must be furnished to the City at the time of final plat approval:

| | |
|---|--|
| Sewer Availability Charge (SAC) | \$213,000 |
| Water Availability Charge (WAC) | \$213,000 |
| Park Dedication | N/A |
| <u>Railroad Crossing Improvement Contribution</u> | <u>\$62,693,630,000</u> |
| Street Light Operating Fee | \$749.52 |
| Village AUAR Fee | \$16,630 |
| City Base Map Upgrading | \$1,100 |
| City Engineering Administration Escrow | \$50,000 (Based on two months of administration/observation) |
| Total Cash Requirements | <u>\$557,172.52 557,479.52</u> |

37. NOTICES. Required notices to the Developer shall be in writing, and shall be either hand delivered to the Developer, its employees or agents, or mailed to the Developer by certified mail at the following address: 2140 West County Road 42, Burnsville, MN. Notices to the City shall be in writing and shall be either hand delivered to the City Administrator, or mailed to the City by certified mail in care of the City Administrator at the following address: Lake Elmo City Hall, 3800 Laverne Avenue N. Lake Elmo, Minnesota 55042.

38. EVIDENCE OF TITLE. Developer shall furnish the City with evidence of its fee ownership of the property being platted by way of an attorney's title opinion or title insurance policy dated not earlier

than thirty (30) days prior to the execution of the plat.

CITY OF LAKE ELMO

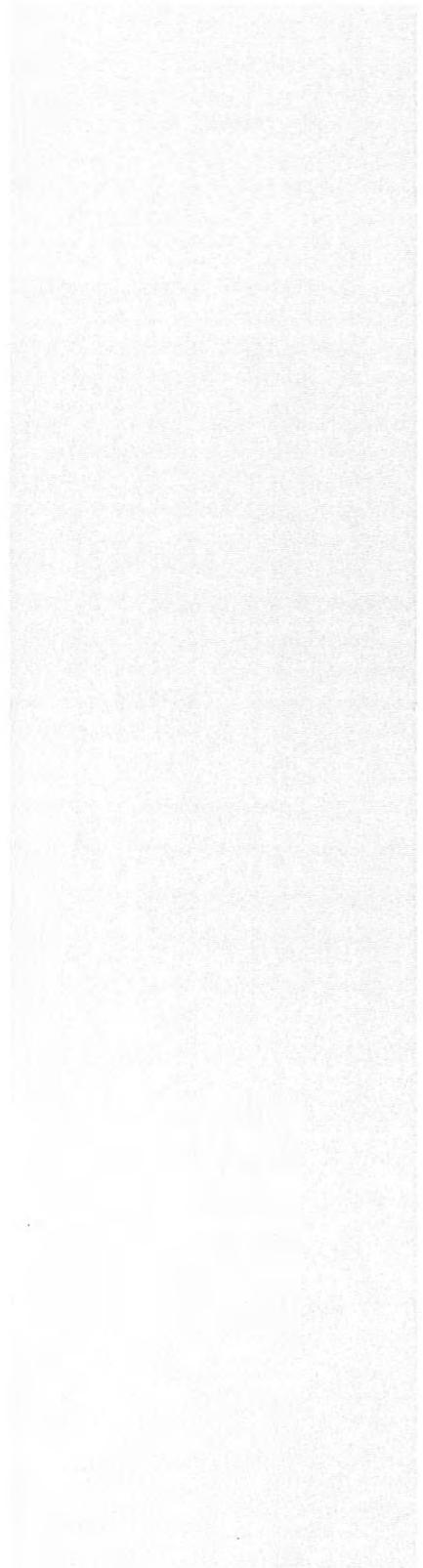
BY: _____, Mayor

(SEAL)

AND _____, City Clerk

DEVELOPER:

BY: _____
Its



STATE OF MINNESOTA)
 (ss.
COUNTY OF WASHINGTON)

The foregoing instrument was acknowledged before me this _____ day of _____, 2_____, by _____ and by _____, the Mayor and City Clerk of the City of Lake Elmo, a Minnesota municipal corporation, on behalf of the corporation and pursuant to the authority granted by its City Council.

NOTARY PUBLIC

STATE OF MINNESOTA)
 (ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day _____ of _____, 2_____, _____ the _____ of _____.

NOTARY PUBLIC

DRAFTED BY:
City of Lake Elmo
3800 Laverne Avenue North
Lake Elmo, MN 55042
(651) 747-3901

**FEE OWNER CONSENT
TO
DEVELOPMENT CONTRACT**

_____, fee owners of all or part of the subject property, the development of which is governed by the foregoing Development Contract, affirm and consent to the provisions thereof and agree to be bound by the provisions as the same may apply to that portion of the subject property owned by them.

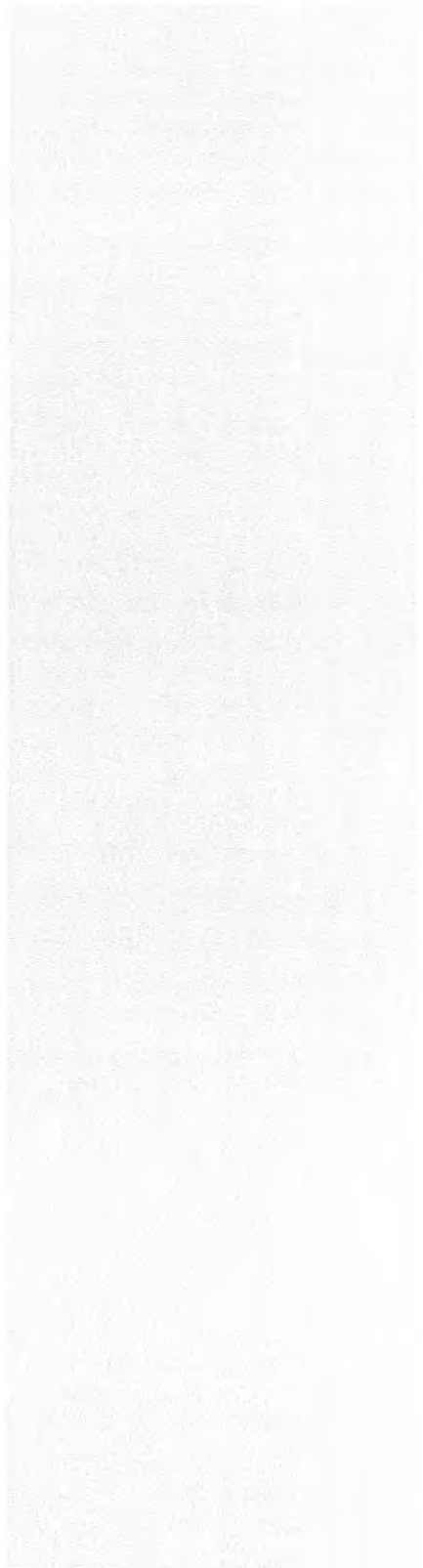
Dated this _____ day of _____, 2_____.

STATE OF MINNESOTA)
 (ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2_____,
by _____.

NOTARY PUBLIC

DRAFTED BY:
City of Lake Elmo
3800 Laverne Avenue North
Lake Elmo, MN 55042
(651) 747-3901



**MORTGAGE CONSENT
TO
DEVELOPMENT CONTRACT**

_____, which holds a mortgage on the subject property, the development of which is governed by the foregoing Development Contract, agrees that the Development Contract shall remain in full force and effect even if it forecloses on its mortgage.

Dated this _____ day of _____, 2_____.

STATE OF MINNESOTA)
 (ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2_____, by _____.

NOTARY PUBLIC

DRAFTED BY:
City of Lake Elmo
3800 Laverne Avenue North
Lake Elmo, MN 55042
(651) 747-3901

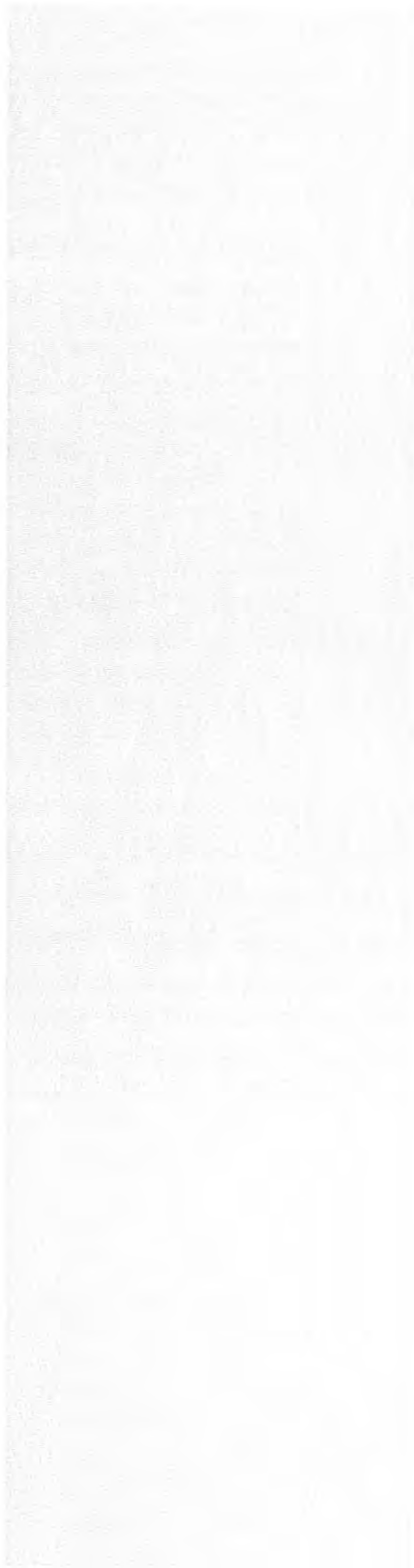


EXHIBIT "A" TO DEVELOPMENT CONTRACT

Legal Description of Property Being Final Platted as Easton Village

All that part of the Northeast Quarter of the Southeast Quarter and the Northwest Quarter of the Southeast Quarter and the Southeast Quarter of the Northeast Quarter and the Southwest Quarter of the Northeast Quarter all being in Section 13, Township 29 North, Range 21 West, Washington County, Minnesota, lying south of the southerly right-of-way line of the Union Pacific Railroad, and further described as follows:

Beginning at the East Quarter Corner of said Section 13; thence South 0 degrees 02 minutes 51 seconds East bearings based on the Washington County Coordinate System (NAO 83), along the east line of said Southeast Quarter of Section 13, a distance of 1321.17 feet to the southeast corner of said Northeast Quarter of the Southeast Quarter; thence South 89 degrees 32 minutes 18 seconds West along the south line of the North Half of said Southeast Quarter, a distance of 2637.64 feet to the southwest corner of said Northwest Quarter of the Southeast Quarter; thence North 0 degrees 00 minutes 58 seconds East along the North and South Quarter Section line of said Section 13, a distance of 1397.70 feet to the southerly right-of-way line of the Union Pacific Railroad; thence North 72 degrees 32 minutes 48 seconds East along said southerly right-of-way line, a distance of 69.19 feet to the point of intersection with a line being 66.00 feet east of, as measured at right angles to, and parallel with said North and South Quarter Section line of said Section 13; thence South 0 degrees 00 minutes 58 seconds West along said parallel line, a distance of 330.00 feet thence (at right angles) South 89 degrees 59 minutes 02 seconds East, a distance of 300.00 feet thence (at right angles) North 0 degrees 00 minutes 58 seconds East, 424.41 feet to said southerly right-of-way line of the Union Pacific Railroad; thence North 72 degrees 32 minutes 48 seconds East, along said southerly right-of-way line of the Union Pacific Railroad, a distance of 2378.80 feet to the east line of said Southeast Quarter of the Northeast Quarter; thence South 0 degrees 02 minutes 53 seconds East along said east line, a distance of 883.82 feet to the point of beginning.

Excepting therefrom that part of the Northwest Quarter of the Southeast Quarter of said Section 13, lying within the following described area: Commencing at the southwest corner of said Northwest Quarter of the Southeast Quarter; thence North along the west line of said Southeast Quarter of Section 13, a distance of 240.00 feet to the point of beginning; thence continuing North along said west line of the Southeast Quarter, a distance of 667.80 feet thence East at right angles a distance of 30.00 feet; thence southeasterly by a deflection angle to the right 46 degrees 28 minutes 00 seconds, a distance of 220.70 feet; thence southeasterly by a deflection angle to the left 20 degrees 35 minutes 00 seconds, a distance of 286.80 feet; thence south by a deflection angle to the right 64 degrees 07 minutes and parallel with said west line of the Southeast Quarter, a distance of 382.70 feet thence West at right angle, a distance of 440.00 feet to the point of beginning.

And Excepting from the first above described area, all that part lying Easterly of a line 60.00 feet West of, measured at right angle to and parallel with the center line of County State Aid Highway 15 described as follows: Commencing at the East Quarter corner of said Section 13; thence South 00 degrees 51 minutes 49 seconds East, bearing oriented to the Washington County Coordinate System, South Zone, along the East line of said Section 13 to the southeast corner of said Section 13 and the beginning of the center line to be described; thence North 00 degrees 45 minutes 51 seconds West a distance of 3571.19 feet thence North 00 degrees 54 minutes 55 seconds West a distance of 1000.00 feet and said center line there terminating, except the Chicago and Northwestern Railroad right-Of-way, Washington County, Minnesota.

EXHIBIT "B" TO DEVELOPMENT CONTRACT

Disclosure of Information – Easton Village

Developer shall cause the following notice to be given as part of the declarations for the Easton Village Homeowners Association:

Lake Elmo Airport. The Property is located near the Lake Elmo Airport, a public use airport owned and operated by the Metropolitan Airports Commission. The Airport is open 24 hours a day, year round. The Airport operates with a primary runway on a northwest/southeast orientation and a perpendicular crosswind runway on a northeast/southwest configuration. The primary role of the Lake Elmo Airport is to accommodate personal, recreational, and some business aviation users within Washington County and the eastern portion of the Twin Cities Metropolitan Area. The Airport accommodates aircraft operations from single and multi-engine propeller-driven aircraft; occasional corporate jet aircraft; helicopters; and pilot training facilities; all of which may affect the Property with overflights and aircraft noise during the day and at night. The Airport operates lighting which may be visible from the Property.

The Long-Term Comprehensive Plan for the Lake Elmo Airport contemplates constructing a longer primary runway parallel to but shifted north and east of the existing northwest/southeast runway alignment and an extension to the crosswind runway. The proposed expansion is intended to improve the Airport's ability to fulfill its existing role and to compete more effectively for additional business-related flights that use propeller-driven aircraft.

Further information regarding the Lake Elmo Airport can be obtained from the Metropolitan Airports Commission's Airport Manager, Telephone No.: 651-224-4306.

Union Pacific Railroad. The property is located near an active Union Pacific Rail Line, which at present, carries 4-6 trains per day. The City of Lake Elmo intends to construct a new railroad crossing across the railroad right-of-way that will connect the northernmost extension of Village Parkway as platted within Easton Village to Minnesota State Highway 5.

Manning Avenue/County Highway 15. The access to Manning Avenue from 32nd Street North is temporary in nature and will be eliminated at such time that Village Park Way is connected to 30th Street or 5 years has passed from the date of final plat approval, whichever is longer.

IRREVOCABLE LETTER OF CREDIT

No. _____
Date: _____

TO: City of Lake Elmo

Dear Sir or Madam:

We hereby issue, for the account of _____ (Name of Developer) and in your favor, our Irrevocable Letter of Credit in the amount of \$ _____, available to you by your draft drawn on sight on the undersigned bank at its offices in Minnesota.

The draft must:

- a) Bear the clause, "Drawn under Letter of Credit No. _____, dated _____, 2 _____, of (Name of Bank) _____";
- b) Be signed by the Mayor or City Administrator of the City of Lake Elmo.
- c) Be presented for payment at _____ (Address of Bank) _____, on or before 4:00 p.m. on November 30, 2 _____.

This Letter of Credit shall automatically renew for successive one-year terms unless, at least forty-five (45) days prior to the next annual renewal date (which shall be November 30 of each year), the Bank delivers written notice to the Lake Elmo City Administrator that it intends to modify the terms of, or cancel, this Letter of Credit. Written notice is effective if sent by certified mail, postage prepaid, and deposited in the U.S. Mail, at least forty-five (45) days prior to the next annual renewal date addressed as follows: City Administrator, City Hall, 3800 Laverne Ave. N. Lake Elmo Minnesota 55042 and is actually received by the City Administrator at least thirty (30) days prior to the renewal date.

This Letter of Credit sets forth in full our understanding which shall not in any way be modified, amended, amplified, or limited by reference to any document, instrument, or agreement, whether or not referred to herein.

This Letter of Credit is not assignable. This is not a Notation Letter of Credit. More than one draw may be made under this Letter of Credit.

This Letter of Credit shall be governed by the most recent revision of the Uniform Customs and Practice for Documentary Credits, International Chamber of Commerce Publication No. 500.

We hereby agree that a draft drawn under and in compliance with this Letter of Credit shall be duly honored upon presentation.

BY: _____

Its _____



MAYOR & COUNCIL COMMUNICATION

DATE: April 7, 2015
REGULAR
ITEM # 11

AGENDA ITEM: Consider Approval of a new Off-Sale Intoxicating Liquor License for Elmo Liquor, located at 11029 10th St N

SUBMITTED BY: Beckie Gumatz, Deputy Clerk

THROUGH: Dean Zuleger, City Administrator

REVIEWED BY: Adam Bell, City Clerk/Assistant City Administrator
Washington County Sheriff

SUGGESTED ORDER OF BUSINESS:

- Introduction of Item City Clerk
- Questions from Council to Staff..... Mayor Facilitates
- Public Hearing Mayor Facilitates
- Call for Motion Mayor & City Council
- Discussion Mayor & City Council
- Action on Motion Mayor Facilitates

POLICY RECOMMENDER: Staff

FISCAL IMPACT: Approval of license will provide additional \$200 in annual license fees.

SUMMARY AND ACTION REQUESTED: It is respectfully requested that the City Council approve a new Off-Sale Intoxicating Liquor License for Elmo Liquor, located at 11029 10th St N. Following the required public hearing, staff recommends Council approve the application by taking the following action:

“Move to approve a new Off-Sale Intoxicating Liquor License for Elmo Liquor, located at 11029 10th St N.”

LEGISLATIVE HISTORY: One of the co-applicants of Elmo Liquor is the co-owner of the building. The other co-applicant is the manager of the gas station also located in the building. The City has received their completed application, associated fees, and proof of insurance. The background check conducted by the Washington County Sherriff’s office found no issues. Once the City approves the license, it will be submitted to the state for final approval.

The other Off-Sale Intoxicating Liquor Licenses approved by the City are:

- Village Wine & Spirits
- Twin Point Tavern
- Lake Elmo Inn

Pursuant to MN Stat. § 340A.413, Lake Elmo may issue as many off-sale licenses as their ordinances allow. There is no limitation set in the City Code. An off-sale license allows the sale of intoxicating liquor in its original container for consumption off the licensed premises only. An off-sale intoxicating liquor licensee may sell off-sale wine and 3.2 percent malt liquor without an additional license.

A city council has the power to refuse a license or to limit the number of licenses to be granted, when, in the judgment of the council, the welfare of the city suggests such action. A court will overturn a legislative decision of a city council when it determines that the city council has acted arbitrarily, capriciously, or unreasonably.

If Council members have any general questions on liquor license issuance and regulation, the League of Minnesota Cities has a memo on the topic available here:

<http://www.lmc.org/media/document/1/liquorlicensingandregulation.pdf>. The memo is also available from City staff. The memo is 57 pages, so it is not included.

At the meeting on March 3, 2015, the City Council passed a Zoning Text Amendment, brought by the same license applicants, to allow Liquor Stores as a permitted use within the Convenience Commercial (CC) Zoning District. The non-refundable fee for this action was \$1,245. This is one of only a few parcels zoned CC in the city. During the discussion of the zoning text amendment the recent UM downtown business study was referenced in regards to the high number of liquor stores per capita in Lake Elmo. It should be noted that the study was conducted when Lake Elmo Wine Company was still in business in the Village and the emphasis was primarily focused on the Village.

BACKGROUND INFORMATION (SWOT):

Strengths This will bring another business to Lake Elmo and the associated revenue. There are no other liquor stores within 2-3 miles of this location. The nearest other liquor store location is in Woodbury Commons retail space in Woodbury.

Weaknesses There are currently three off-sale intoxicating liquor licenses in Lake Elmo, all in the Old Village. There was a fourth license issued the last several years, the Lake Elmo Wine Company, but that establishment closed at the end of 2014. Staff would rather not speculate whether the community market can support another business of this nature.

Opportunities The issuance of this license will continue to expand the retail options and services provided to this part of the city. If there are any issues that arise after the issuance, there are procedures that can be taken to suspend or revoke the license.

Threats There is always a possibility of increased law enforcement costs with the addition of any business which provides. Initial estimates provided by the Washington County Sheriff do not anticipate any issues. The Sheriff did suggest that the applicants implement security measures to prevent theft. There is always the threat of a potential lawsuit for unreasonable denial.

RECOMMENDATION: As the application is in order, staff respectfully recommends that the City Council approve a new Off-Sale Intoxicating Liquor License for Elmo Liquor:

“Move to approve a new Off-Sale Intoxicating Liquor License for Elmo Liquor, located at 11029 10th St N.”

ATTACHMENT(S):

License application excerpts – *the full application is available at City Hall for review*



Minnesota Department of Public Safety
ALCOHOL AND GAMBLING ENFORCEMENT DIVISION
 444 Cedar St., Suite 222, St. Paul, MN 55101-5133
 (651) 201-7507 FAX (651)297-5259 TTY(651)282-6555
 WWW.DPS.STATE.MN.US



APPLICATION FOR OFF SALE INTOXICATING LIQUOR LICENSE

No license will be approved or released until the S20 Retailer ID Card fee is received

Workers compensation insurance company. Name West Bend Mutual Insurance Policy # WCN2193048
 Licensee's MN Sales and Use Tax ID # 3835132 To apply for a MN sales and use tax ID #, call (651) 296-6181
 Licensee's Federal Tax ID # 47-2665757

If a corporation, an officer shall execute this application If a partnership, a partner shall execute this application.

| | | |
|---|--|---|
| Licensee Name (Individual, Corporation, Partnership, LLC) <u>Elmo Liquor Inc</u> | Social Security # | Trade Name or DBA <u>Elmo Liquor Inc</u> |
| License Location (Street Address & Block No.) <u>11029 10th St N</u> | License Period From <u>Jul 15</u> To <u>Dec 31st 15</u> | Applicant's Home Phone # |
| City <u>Lake Elmo</u> | County <u>Washington</u> | State <u>MN</u> |
| Name of Store Manager <u>Keith P. Carlson</u> | Business Phone Number <u>612-819-1837</u> | Zip Code <u>55042</u> |
| DOB (Individual Applicant) | | |

If a corporation or LLC state name, date of birth, Social Security # address, title, and shares held by each officer. If a partnership, state names, address and date of birth of each partner.

| Partner Officer (First, middle, last) | DOB | SS# | Title | Shares | Address, City, State, Zip Code |
|---------------------------------------|------------|------------|-----------------------|------------|---|
| <u>Keith P. Carlson</u> | [REDACTED] | [REDACTED] | <u>Vice president</u> | <u>500</u> | <u>1626 Hunter Hill Rd Hudson WI 54016</u> |
| <u>Sana B. Hattar</u> | [REDACTED] | [REDACTED] | <u>president</u> | <u>500</u> | <u>18787 Jordan Circle Lakeville MN 55044</u> |
| Partner Officer (First, middle, last) | DOB | SS# | Title | Shares | Address, City, State, Zip Code |
| Partner Officer (First, middle, last) | DOB | SS# | Title | Shares | Address, City, State, Zip Code |

- If a corporation, date of incorporation 12-8-14, state incorporated in Minnesota, amount paid in capital \$60,000.00. If a subsidiary of any other corporation, so state _____ and give purpose of corporation _____. If incorporated under the laws of another state, is corporation authorized to do business in the state of Minnesota? Yes No
- Describe premises to which license applies; such as (first floor, second floor, basement, etc.) or if entire building, so state.
first and only floor in a small strip mall
- Is establishment located near any state university, state hospital, training school, reformatory or prison? Yes No If yes state approximate distance. _____
- Name and address of building owner: Keith P. Carlson 1626 Hunter Hill Rd - Hudson, WI 54016
Mike Cleary 9630 Walleys Rd NW Brandon MN 56315
Has owner of building any connection, directly or indirectly, with applicant? Yes No
- Is applicant or any of the associates in this application, a member of the governing body of the municipality in which this license is to be issued? Yes No If yes, in what capacity? _____
- State whether any person other than applicants has any right, title or interest in the furniture, fixtures or equipment for which license is applied and if so, give name and details. ND
- Have applicants any interest whatsoever, directly or indirectly, in any other liquor establishment in the state of Minnesota?
 Yes No If yes, give name and address of establishment. NO

8. Are the premises now occupied or to be occupied by the applicant entirely separate and exclusive from any other business establishment? Yes No
9. State whether applicant has or will be granted, an On sale Liquor License in conjunction with this Off Sale Liquor License and for the same premises. Yes No Will be granted
10. State whether applicant has or will be granted a Sunday On Sale Liquor License in conjunction with the regular On Sale Liquor License. Yes No Will be granted
11. If this application is for a County Board Off Sale License, state the distance in miles to the nearest municipality. _____
12. State Number of Employees 3
13. If this license is being issued by a County Board, has a public hearing been held as per MN Statute 340A.405 sub2(d)? _____
14. If this license is being issued by a County Board, is it located in an organized township? **If so, attach township approval.**

1. State whether applicant or any of the associates in this application, have ever had an application for a liquor license rejected by any municipality or state authority; if so, give dates and details. NO
2. Has the applicant or any of the associates in this application, during the five years immediately preceding this application ever had a license under the Minnesota Liquor Control Act revoked for any violation of such laws or local ordinances; if so, give dates and details. NO
3. Has applicant, partners, officers, or employees ever had any liquor law violations or felony convictions in Minnesota or elsewhere, including State Liquor Control penalties? Yes No If yes, give dates, charges and final outcome.
4. During the past license year, has a summons been issued under the Liquor Civil Liability Law (Dram Shop) M.S. 340A.802. Yes No If yes, attach a copy of the summons.

This licensee must have one of the following:

(ATTACH CERTIFICATE OF INSURANCE TO THIS FORM.)

Check one

- A. Liquor Liability Insurance (Dram Shop) - \$50,000 per person, \$100,000 more than one person; \$10,000 property destruction; \$50,000 and \$100,000 for loss of means of support.
- or
- B. A surety bond from a surety company with minimum coverage as specified in A.
- or
- C. A certificate from the State Treasurer that the licensee has deposited with the state, trust funds having market value of \$100,000 or \$100,000 in cash or securities.

I certify that I have read the above questions and that the answers are true and correct of my own knowledge.

Print name of applicant & title

Signature of Applicant

Date

Keith P. Carlson - V. P.

Keith P. Carlson

1-5-15

REPORT BY POLICE/SHERIFF'S DEPARTMENT

This is to certify that the applicant and the associates named herein have not been convicted within the past five years for any violation of laws of the State of Minnesota or municipal ordinances relating to intoxicating liquor except as follows:

x R. O. Stearns

Chief Deputy

Police/Sheriff's Department

Title

Signature

County Attorney's Signature

PS 9136-(2009)

IMPORTANT NOTICE

All retail liquor licensees must register with the Alcohol, Tobacco Tax and Trade Bureau.
For information call (513) 684-2979 or 1-800-937-8864

City of Lake Elmo

3800 Laverne Avenue North
Lake Elmo, MN 55042

**APPLICATION FOR ON SALE LIQUOR LICENSE and/or
WINE LICENSE and/or
WINE LICENSE PLUS A 3.2% MALT LIQUOR LICENSE (TO SELL STRONG BEER)
FOR A RESTAURANT and/or
OFF-SALE INTOXICATING LICENSE/OFF-SALE 3.2 % LICENSE**

This application/renewal shall be completed and filed with the City Clerk together with the appropriate forms and proof of liability insurance as required by State Statute and City Code. Every question must be answered. The applicant shall be stated in the same manner for this application form, on all related forms and on the certificate of insurance.

Applicant Name Elmo Liquor Inc
(Individual, Business, Partnership, Corporation)

Applicant Name _____
(Individual, Business, Partnership, Corporation)

Trade Name or Doing Business As Elmo Liquor inc

Business Address 11029 10th St N Lake Elmo MN 55042
City State Zip

Applicant is: Owner Operator

License period: January 1 to December 31, 2015 or _____ Other

Age of applicant: 21+ Is the applicant a citizen of the United States? Yes

Application is: New Renewal

Name of former owner (if applicable) N/A

How long has the applicant been in this business at this address? 0 Owned property since

If partnership, state the name and address of each partner. If corporation, state the name and address of each officer:

SANA HATTAR 18787 Jordan circle Lakeville MN 55044
Business Partner/Officer Address

Keith P. Carlson 1626 Hudson Hunter Hill Rd Hudson WI
Business Partner/Officer Address

Business Partner/Officer Address

The owner of the property is: CHO investments / Keith P. Carlson + Mike Cleary

The address of the property owner is: 1626 Hunter Hill Rd Hudson WI / 9630 Wallye Rd NW
Brandon MN

Does the building owner have connections, direct or indirect, with the applicant?

yes, Keith (applicant) is part owner of property since

Are the property taxes delinquent? yes no

Describe the premises to be licensed _____ Lot Number _____ Block Number _____
Not assigned (see attached legal description)

- Please attach a floor plan of licensed premises (including patio if applicable)

Restaurant

Seating Capacity _____ Business Hours _____ Hours food will be available _____

Number of Employees _____ Seasonal Operation yes no

Will food be the principal business of the restaurant? yes no

What percentage of business is food _____%. If no, describe the principal business:

License being applied for with this application:

(Please note the combination of On-Sale
Wine & 3.2% allows for the sale of strong beer)

On Sale Liquor \$1,500 (2nd \$750)
 On Sale Wine \$300
 On Sale 3.2 Malt Liquor \$100
 On-Sale Club \$100
 On-Sale Sunday \$200
 Off-Sale Liquor \$200
 Off-Sale 3.2 Malt Liquor \$150
 Investigation Fee \$350

New Licensee Investigation:

- New Licensees must submit investigation forms and applicable fees for all owners/managers.
- Upon renewal the city council may determine to conduct a background investigation on any license holder within the city limits and the licensee will be responsible for the investigation fee.

Is the applicant, or any of the associates in this application a member of the Lake Elmo City Council? yes no (If the applicant is the spouse of a member of the City Council, or another family relationship exists, the member shall not vote on this application.)

During the past year has a summons been issued under the liquor civil liability law, also know as the dram shop law? yes no If yes, attach a copy of the summons.

Has the applicant, or any of the associates in this application, been convicted during the past five years of any violation of federal, state, or local liquor laws in this state? NO If yes, give details and dates: _____

Does the applicant have any interest, directly or indirectly, in any other liquor establishment in Minnesota? yes no If yes, provide name and address of the establishment: _____

Please attach to this application:

- A. Certificate of Insurance-\$50,000 per person; \$100,000 more than one person; \$10,000 property destruction; \$50,000 and \$100,000 for loss of means of support, and
- B. A surety bond in the amount of \$1000, or in lieu of a bond, cash or United States government bonds of equivalent value.
- C. Proof of Financial Responsibility: No liquor license may be issued, maintained, or renewed unless the applicant demonstrates proof of financial responsibility with regard to liability imposed by M.S. 340A.801. The proof shall be filed with the Commissioner and the liability insurance policy shall conform to M.S. 340A.409.

Have you presented a check in full payment of the license fee(s) made payable to the City of Lake Elmo and the investigation fee included if applicable? yes no/provide reason: _____
(no license will be processed without proper payment)

You have submitted a check for \$20 made payable to AGED for a buyers card and submitted it directly to the Director of Public Safety, Alcohol and Gambling Enforcement Division, 444 Cedar Street, Suite 222, St. Paul, MN 55101 (applicable to all on-sale liquor and wine licenses and off-sale liquor licenses (not 3.2 malt liquor) yes no/not applicable.

I CERTIFY THAT I HAVE READ THE ABOVE QUESTIONS AND THAT THE ANSWERS ARE TRUE AND CORRECT.

Sara Halter 1-5-15
Signature of Applicant Date

Keith P. Pender 1-5-15
Signature of Applicant Date

REPORT BY WASHINGTON COUNTY SHERIFF DEPARTMENT

This is to certify that the applicant(s), and the associates, named herein have not been convicted within the past five years for any violation of Laws of the State of Minnesota, Municipal or County ordinances relating to intoxicating liquor:

R. O. Steury Chief Deputy 01/19/2015
Sheriff Signature Title Date

This is to certify that the applicant(s), and/or the associates, named herein have the following conviction(s)/violation(s) on record within the past five years pursuant to the Laws of the State of Minnesota, Municipal or County ordinances relating to intoxicating liquor:

Sheriff Signature Title Date



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
3/13/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| PRODUCER Arthur J. Gallagher Risk Management Services, Inc. 3600 America Blvd. West, Suite 500 Bloomington MN 55431 | <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="2"> CONTACT NAME: Cheryl Busker </td> </tr> <tr> <td> PHONE (A/C, No, Ext): 952-358-7500 </td> <td> FAX (A/C, No): 952-358-7501 </td> </tr> <tr> <td colspan="2"> E-MAIL ADDRESS: Cheryl_Busker@ajg.com </td> </tr> </table> <table border="1" style="width: 100%; border-collapse: collapse; margin-top: 5px;"> <tr> <th colspan="2" style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td colspan="2"> INSURER A : West Bend Mutual Insurance Company </td> <td style="text-align: center;">15350</td> </tr> <tr> <td colspan="2">INSURER B :</td> <td></td> </tr> <tr> <td colspan="2">INSURER C :</td> <td></td> </tr> <tr> <td colspan="2">INSURER D :</td> <td></td> </tr> <tr> <td colspan="2">INSURER E :</td> <td></td> </tr> <tr> <td colspan="2">INSURER F :</td> <td></td> </tr> </table> | CONTACT NAME: Cheryl Busker | | PHONE (A/C, No, Ext): 952-358-7500 | FAX (A/C, No): 952-358-7501 | E-MAIL ADDRESS: Cheryl_Busker@ajg.com | | INSURER(S) AFFORDING COVERAGE | | NAIC # | INSURER A : West Bend Mutual Insurance Company | | 15350 | INSURER B : | | | INSURER C : | | | INSURER D : | | | INSURER E : | | | INSURER F : | | |
|---|--|------------------------------------|--|---|------------------------------------|--|--|-------------------------------|--|--------|---|--|-------|--------------------|--|--|--------------------|--|--|--------------------|--|--|--------------------|--|--|--------------------|--|--|
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| INSURER B : | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
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| INSURER D : | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| INSURER E : | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| INSURER F : | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| INSURED Elmo Liquor Inc 11029 10th St N Lake Elmo MN 55042 | <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 80%;">ELMOLIQ-01</td> <td style="width: 20%;"></td> </tr> </table> | ELMOLIQ-01 | | | | | | | | | | | | | | | | | | | | | | | | | | |
| ELMOLIQ-01 | | | | | | | | | | | | | | | | | | | | | | | | | | | | |

COVERAGES **CERTIFICATE NUMBER: 381554176** **REVISION NUMBER:**

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

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR VVW | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | | | | | | | | | | | | | | | | | | | | | |
|---|---|--|-------------------------------------|--------------------------|--------------------------|---|-----------------|-------------------------------------|-------------|--|-----------------|-------------------------------------|-----------------|--------------------------|---------|--------------------------|-----------|-----------|-------------------------------------|------------|-----------|-----------|-------------|------------|-----------|-----------|-----------------|-----------|
| A | <table border="0" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="2">COMMERCIAL GENERAL LIABILITY</td> </tr> <tr> <td><input type="checkbox"/></td> <td>CLAIMS-MADE</td> <td><input checked="" type="checkbox"/></td> <td>OCCUR</td> </tr> <tr> <td colspan="4">GEN'L AGGREGATE LIMIT APPLIES PER:</td> </tr> <tr> <td><input checked="" type="checkbox"/></td> <td>POLICY</td> <td><input type="checkbox"/></td> <td>PROJECT</td> <td><input type="checkbox"/></td> <td>LOC</td> </tr> <tr> <td colspan="4">OTHER:</td> </tr> </table> | COMMERCIAL GENERAL LIABILITY | | <input type="checkbox"/> | CLAIMS-MADE | <input checked="" type="checkbox"/> | OCCUR | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | <input checked="" type="checkbox"/> | POLICY | <input type="checkbox"/> | PROJECT | <input type="checkbox"/> | LOC | OTHER: | | | | | | BON2200212 | 3/15/2015 | 3/15/2016 | EACH OCCURRENCE | \$500,000 |
| COMMERCIAL GENERAL LIABILITY | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| <input type="checkbox"/> | | CLAIMS-MADE | <input checked="" type="checkbox"/> | OCCUR | | | | | | | | | | | | | | | | | | | | | | | | |
| GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| <input checked="" type="checkbox"/> | | POLICY | <input type="checkbox"/> | PROJECT | <input type="checkbox"/> | LOC | | | | | | | | | | | | | | | | | | | | | | |
| OTHER: | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | DAMAGE TO RENTED PREMISES (Ea occurrence) | | | | | | | \$200,000 | | | | | | | | | | | | | | | | | | | | |
| | MED EXP (Any one person) | | | | | | | \$10,000 | | | | | | | | | | | | | | | | | | | | |
| | PERSONAL & ADV INJURY | | | | | | | \$500,000 | | | | | | | | | | | | | | | | | | | | |
| | GENERAL AGGREGATE | | | | | | | \$1,000,000 | | | | | | | | | | | | | | | | | | | | |
| | PRODUCTS - COMP/OP AGG | | | | | | | \$1,500,000 | | | | | | | | | | | | | | | | | | | | |
| | OTHER: | | | | | | | \$ | | | | | | | | | | | | | | | | | | | | |
| A | <table border="0" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="2">AUTOMOBILE LIABILITY</td> </tr> <tr> <td><input type="checkbox"/></td> <td>ANY AUTO</td> </tr> <tr> <td><input type="checkbox"/></td> <td>ALL OWNED AUTOS</td> </tr> <tr> <td><input checked="" type="checkbox"/></td> <td>HIRED AUTOS</td> </tr> <tr> <td><input type="checkbox"/></td> <td>SCHEDULED AUTOS</td> </tr> <tr> <td><input checked="" type="checkbox"/></td> <td>NON-OWNED AUTOS</td> </tr> </table> | AUTOMOBILE LIABILITY | | <input type="checkbox"/> | ANY AUTO | <input type="checkbox"/> | ALL OWNED AUTOS | <input checked="" type="checkbox"/> | HIRED AUTOS | <input type="checkbox"/> | SCHEDULED AUTOS | <input checked="" type="checkbox"/> | NON-OWNED AUTOS | | | CPN2200213 | 3/15/2015 | 3/15/2016 | COMBINED SINGLE LIMIT (Ea accident) | \$500,000 | | | | | | | | |
| AUTOMOBILE LIABILITY | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| <input type="checkbox"/> | | ANY AUTO | | | | | | | | | | | | | | | | | | | | | | | | | | |
| <input type="checkbox"/> | | ALL OWNED AUTOS | | | | | | | | | | | | | | | | | | | | | | | | | | |
| <input checked="" type="checkbox"/> | HIRED AUTOS | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| <input type="checkbox"/> | SCHEDULED AUTOS | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| <input checked="" type="checkbox"/> | NON-OWNED AUTOS | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | BODILY INJURY (Per person) | | | | | | | \$ | | | | | | | | | | | | | | | | | | | | |
| | BODILY INJURY (Per accident) | | | | | | | \$ | | | | | | | | | | | | | | | | | | | | |
| | PROPERTY DAMAGE (Per accident) | | | | | | | \$ | | | | | | | | | | | | | | | | | | | | |
| | OTHER: | | | | | | | \$ | | | | | | | | | | | | | | | | | | | | |
| | <table border="0" style="width: 100%; border-collapse: collapse;"> <tr> <td><input type="checkbox"/></td> <td>UMBRELLA LIAB</td> <td><input type="checkbox"/></td> <td>OCCUR</td> </tr> <tr> <td><input type="checkbox"/></td> <td>EXCESS LIAB</td> <td><input type="checkbox"/></td> <td>CLAIMS-MADE</td> </tr> <tr> <td><input type="checkbox"/></td> <td>DED</td> <td><input type="checkbox"/></td> <td>RETENTION \$</td> </tr> </table> | <input type="checkbox"/> | UMBRELLA LIAB | <input type="checkbox"/> | OCCUR | <input type="checkbox"/> | EXCESS LIAB | <input type="checkbox"/> | CLAIMS-MADE | <input type="checkbox"/> | DED | <input type="checkbox"/> | RETENTION \$ | | | | | | EACH OCCURRENCE | \$ | | | | | | | | |
| <input type="checkbox"/> | | UMBRELLA LIAB | <input type="checkbox"/> | OCCUR | | | | | | | | | | | | | | | | | | | | | | | | |
| <input type="checkbox"/> | | EXCESS LIAB | <input type="checkbox"/> | CLAIMS-MADE | | | | | | | | | | | | | | | | | | | | | | | | |
| <input type="checkbox"/> | DED | <input type="checkbox"/> | RETENTION \$ | | | | | | | | | | | | | | | | | | | | | | | | | |
| | AGGREGATE | | | | | | | \$ | | | | | | | | | | | | | | | | | | | | |
| | OTHER: | | | | | | | \$ | | | | | | | | | | | | | | | | | | | | |
| A | <table border="0" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="2">WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</td> <td><input type="checkbox"/></td> <td>Y/N</td> </tr> <tr> <td colspan="2"> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) </td> <td><input type="checkbox"/></td> <td>N/A</td> </tr> <tr> <td colspan="4">If yes, describe under DESCRIPTION OF OPERATIONS below</td> </tr> <tr> <td colspan="4">Liquor Liability</td> </tr> </table> | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY | | <input type="checkbox"/> | Y/N | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) | | <input type="checkbox"/> | N/A | If yes, describe under DESCRIPTION OF OPERATIONS below | | | | Liquor Liability | | | | | | WCN2200214 | 3/15/2015 | 3/15/2016 | PER STATUTE | OTHER | | | | |
| WORKERS COMPENSATION AND EMPLOYERS' LIABILITY | | <input type="checkbox"/> | Y/N | | | | | | | | | | | | | | | | | | | | | | | | | |
| ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) | | <input type="checkbox"/> | N/A | | | | | | | | | | | | | | | | | | | | | | | | | |
| If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Liquor Liability | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | E.L. EACH ACCIDENT | | | | | | | \$100,000 | | | | | | | | | | | | | | | | | | | | |
| | E.L. DISEASE - EA EMPLOYEE | | | | | | | \$100,000 | | | | | | | | | | | | | | | | | | | | |
| | E.L. DISEASE - POLICY LIMIT | | | | | | | \$500,000 | | | | | | | | | | | | | | | | | | | | |
| A | Liquor Liability | | | BON2200212 | 3/15/2015 | 3/15/2016 | Occurrence | 500,000 | | | | | | | | | | | | | | | | | | | | |
| | | Aggregate | | | | | | 1,000,000 | | | | | | | | | | | | | | | | | | | | |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

| | |
|---|---|
| City of Lake Elmo 3800 Laverne Ave N Lake Elmo MN 55042 | <p style="text-align: center;">SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</p> <hr/> <p style="text-align: center;">AUTHORIZED REPRESENTATIVE</p> <div style="text-align: center;"> </div> |
|---|---|



MAYOR & COUNCIL COMMUNICATION

DATE: April 7, 2015
REGULAR
ITEM 12

AGENDA ITEM: Eagle Point Boulevard Street and Sanitary Sewer 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, Assistant City Engineer

THROUGH: Dean A. Zuleger, City Administrator

REVIEWED BY: Adam Bell, City Clerk
Cathy Bendel, Finance Director
Jack Griffin, City Engineer

SUGGESTED ORDER OF BUSINESS:

- Introduction of Item City Engineer
- Report/Presentation..... City 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: \$48,500 for preparation of plans and specifications and bidding services.

The Eagle Point Boulevard Street and Sanitary Sewer Improvements is a \$1.3 million street and sanitary sewer improvement project to be 100% assessed against the benefitting properties consistent with the City’s Special Assessment Policy (all properties are commercial). The project is funded through the issuance of general obligation bonds with bond payments made from the special assessment revenue as identified in the feasibility report.

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 2015. The council will be asked to award a contract for construction in July 2015, at which time the City would commit to the remaining project costs.

SUMMARY AND ACTION REQUESTED:

The City Council is respectfully requested to open the Public Improvement Hearing for the Eagle Point Boulevard Street and Sanitary Sewer Improvements; and following the Hearing, consider adopting Resolution No. 2015-22 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. 2015-22, Ordering the Eagle Point Boulevard Street and Sanitary Sewer Improvements and the Preparation of Plans and Specifications.”

and

“Move to approve a Professional Engineering Design and Construction Support Services Contract to TKDA in the not to exceed amount of \$42,150.”

LEGISLATIVE HISTORY/BACKGROUND INFORMATION:

Pursuant to Minnesota Statutes, Section 429.011 to 429.111, a Public Improvement Hearing was noticed for April 7, 2015, to consider making the following improvements:

- Reconstruction of approximately 3,500 feet of commercial street, 40 feet wide from back of curb to back of curb.
- Placement of granular drainage subbase with draitile to address frost heaving actions from underlying soils.
- Extension of storm sewer and additional catch basins to improve surface drainage.
- Extension of sanitary sewer to provide service to the Inwood PUD development.

The attached notice was published in the official newspaper and individual notifications were sent to each address that will be assessed for the entire project cost.

During the fall of 2014, the City amended the 2015-2019 CIP, which created bonding capacity to enable the City to pursue improvements to Eagle Point Boulevard in 2015. In January 2015, the City received a petition to represent at least 35% of the properties to be benefitted by the improvements. The feasibility report was adopted by the City Council on March 3, 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 100% through assessments against the benefitting properties consistent with the City’s Special Assessment Policy (all properties are commercial). Due to the irregular shaped lots along Eagle Point Boulevard, four separate assessment methodologies were analyzed in the report. On February 19, 2015 a property owner meeting was held to review the

proposed scope of improvements and present property owners the alternative assessment methodologies. The City Administrator led a discussion that resulted in a consensus to assess the abutting properties using the area method. However, the final assessment methodology may be determined during the Improvement Hearing. Assessments for street improvements are levied over 10 years. The sanitary sewer improvements would be 100% assessed to the Inwood PUD development and would be secured to the City through a Waiver Agreement to be paid in full upon completion of the improvements.

To complete the engineering design, the City Engineer prepared and sent out a Request for Proposal (RFP) for the Engineering Support Services that included a full 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. 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 five firms from the City's Engineering Consultant Pool, including Bolton and Menk, MSA, SEH, Stantec, and TKDA. Four proposals were received on March 26, 2015 and were reviewed and ranked on the following basis:

- Project Team Qualifications with a focus on a Project Manager capable of leading and delivering a street 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.

The attached exhibit provides the Proposal Fee Summary as received by the responding consultants, with fees ranging from \$42,150 to \$72,857. Engineering Fees are subtotaled for each project phase including project management, plans and specifications, bidding, and construction support services including construction staking.

The City Engineer is recommending a contract be awarded to TKDA. They have assigned a highly qualified project manager and support team with the experience and expertise to efficiently produce the project design documentation. Their proposal and work plan identifies a thorough understanding of the work to be performed and they are aware of key issues related to the project.

RECOMMENDATION:

Staff is recommending that the City Council adopt Resolution No. 2015-22 Ordering the Improvements and the Preparation of Plans and Specifications for the Eagle Point Boulevard Street and Sanitary Sewer Improvements. The recommended motion for this action is as follows:

“Move to adopt Resolution No. 2015-22, Ordering the Eagle Point Boulevard Street and Sanitary Sewer 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 Eagle Point Boulevard Street and Sanitary Sewer Improvements. The recommended motion for this action is as follows:

“Move to approve a Professional Engineering Design and Construction Support Services Contract to TKDA in the not to exceed amount of \$42,150.”

ATTACHMENT(S):

1. Resolution No. 2015-22, 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.
6. Proposal Fee Summary Worksheet.

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

RESOLUTION NO. 2015-22

A RESOLUTION ORDERING THE IMPROVEMENT AND PREPARATION OF PLANS AND SPECIFICATIONS FOR THE EAGLE POINT BOULEVARD STREET AND SANITARY SEWER IMPROVEMENTS

WHEREAS, pursuant a resolution of the city council adopted the 3rd day of March, 2015, the council ordered a hearing on Improvement for the Eagle Point Boulevard Street and Sanitary Sewer 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 7th day of April, 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 March 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 March 2015.
2. Such improvement is hereby ordered as proposed in the council resolution adopted this 7th day of April, 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 SEVENTH DAY OF APRIL, 2015.

CITY OF LAKE ELMO

By: _____
Mike Pearson
Mayor

(Seal)
ATTEST:

Adam Bell
City Clerk

CITY OF LAKE ELMO
NOTICE OF HEARING ON IMPROVEMENT
EAGLE POINT BOULEVARD STREET & SANITARY SEWER 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 Tuesday, April 7, 2015, to consider the making of the following improvements, pursuant to Minnesota Statutes, Sections 429.011 to 429.111;

The street improvements are proposed along Eagle Point Boulevard from Inwood Avenue to Hudson Boulevard and consist of reconstruction of the existing street with a sand subbase, draitile, new concrete curb and gutter and extension of the existing storm sewer system. The sanitary sewer improvements include the extension of existing sanitary sewer along a portion of Eagle Point Boulevard to serve the undeveloped property to the north of Eagle Point Business Park.

The area proposed to be assessed for the street improvements include the properties directly abutting Eagle Point Boulevard. Inwood LLC is proposed to be assessed for the sanitary sewer improvements along Eagle Point Boulevard for service to the property north of the Eagle Point Business Park. The estimated total cost of the street improvements is \$1,243,000 and the estimated total cost of the sanitary sewer extension \$108,000. 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: March 3, 2015

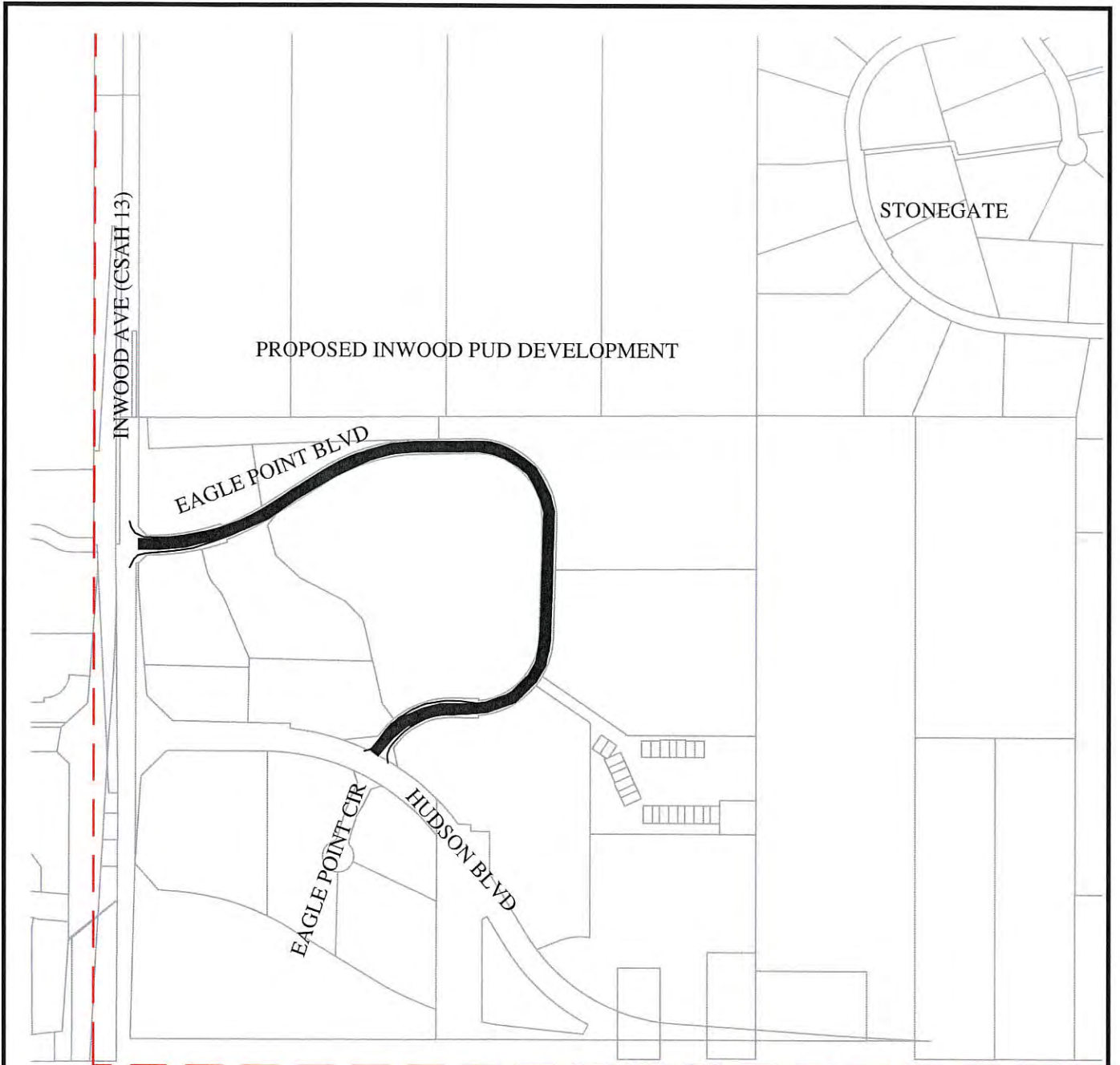
BY ORDER OF THE LAKE ELMO CITY COUNCIL

Mike Pearson, Mayor

(Published in the Oakdale-Lake Elmo Review on March 11, 2015 and March 18, 2015)

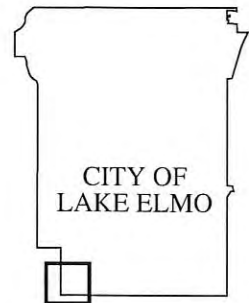
| NO. | NAME | ADDRESS | PID | PARCEL AREA (AC) | AMOUNT |
|-------|--|-----------------------------------|---------------|------------------|--------------|
| 1 | UNITED LAND LLC | | 3302921440009 | 11.68 | \$ 172,800 |
| 2 | UNITED LAND LLC | | 3302921410048 | 12.37 | \$ 183,000 |
| 3 | UNITED PROPERTIES INV LLC | 8530 EAGLE POINT BLVD N LAKE ELMO | 55042 | 5.06 | \$ 74,900 |
| 4 | BREMER FINANCIAL SERVICES INC | 8555 EAGLE POINT BLVD N LAKE ELMO | 55042 | 13.45 | \$ 198,900 |
| 5 | BREMER FINANCIAL SERVICES INC | | 3302921420007 | 1.47 | \$ 21,800 |
| 6 | NORTHEASTERN METROPOLITAN SCHOOL DIST #916 | | 3302921420013 | 19.49 | \$ 288,200 |
| 7 | DANATE PROP INV I LLC | 8519 EAGLE POINT BLVD N LAKE ELMO | 55042 | 3.82 | \$ 56,500 |
| 8 | INWOOD 10 LLC | | 3302921420002 | 2.95 | \$ 43,700 |
| 9 | EAGLE POINT MEDICAL BUILDING LLC | 8515 EAGLE POINT BLVD N LAKE ELMO | 55042 | 3.77 | \$ 55,800 |
| 10 | EAGLE POINT II LLC | 8550 HUDSON BLVD N LAKE ELMO | 55042 | 3.69 | \$ 54,600 |
| 11 | HLI PROP LLC | 8687 EAGLE POINT BLVD N LAKE ELMO | 55042 | 0.27 | \$ 4,000 |
| 12 | S A MILLER LLC | 8685 EAGLE POINT BLVD N LAKE ELMO | 55042 | 0.27 | \$ 4,000 |
| 13 | LAW SPACE LLC | 8681 EAGLE POINT BLVD N LAKE ELMO | 55042 | 0.27 | \$ 4,000 |
| 14 | LAW SPACE LLC | 8679 EAGLE POINT BLVD N LAKE ELMO | 55042 | 0.23 | \$ 3,400 |
| 15 | ZYWIEC JOSEPH J & DEBORAH A | 8677 EAGLE POINT BLVD N LAKE ELMO | 55042 | 0.27 | \$ 4,000 |
| 16 | ZYWIEC JOSEPH J | 8673 EAGLE POINT BLVD N LAKE ELMO | 55042 | 0.32 | \$ 4,700 |
| 17 | BACHMANN CLINIC PROPERTY | 8671 EAGLE POINT BLVD N LAKE ELMO | 55042 | 0.23 | \$ 3,400 |
| 18 | BACHMANN CLINIC PROPERTY | 8669 EAGLE POINT BLVD N LAKE ELMO | 55042 | 0.32 | \$ 4,700 |
| 19 | HANCOCK DAVE & JEAN M | 8665 EAGLE POINT BLVD N LAKE ELMO | 55042 | 0.27 | \$ 4,000 |
| 20 | P & R PROP GROUP LLP | 8663 EAGLE POINT BLVD N LAKE ELMO | 55042 | 0.23 | \$ 3,400 |
| 21 | P & R PROP GROUP LLP | 8661 EAGLE POINT BLVD N LAKE ELMO | 55042 | 0.27 | \$ 4,000 |
| 22 | MILES LLC | 8657 EAGLE POINT BLVD N LAKE ELMO | 55042 | 0.27 | \$ 4,000 |
| 23 | EJM PROPERTIES LLC | 8655 EAGLE POINT BLVD N LAKE ELMO | 55042 | 0.23 | \$ 3,400 |
| 24 | EJM PROPERTIES LLC | 8653 EAGLE POINT BLVD N LAKE ELMO | 55042 | 0.27 | \$ 4,000 |
| 25 | JTAAA PROPERTIES LLC | 8649 EAGLE POINT BLVD N LAKE ELMO | 55042 | 0.27 | \$ 4,000 |
| 26 | JTAAA PROPERTIES LLC | 8647 EAGLE POINT BLVD N LAKE ELMO | 55042 | 0.23 | \$ 3,400 |
| 27 | GIGUERE ROBIN M | 8645 EAGLE POINT BLVD N LAKE ELMO | 55042 | 0.27 | \$ 4,000 |
| 28 | CJ BLOSSOM LLC | 8633 EAGLE POINT BLVD N LAKE ELMO | 55042 | 0.27 | \$ 4,000 |
| 29 | CJ BLOSSOM LLC | 8631 EAGLE POINT BLVD N LAKE ELMO | 55042 | 0.27 | \$ 4,000 |
| 30 | SCHNY ZONE LLC | 8625 EAGLE POINT BLVD N LAKE ELMO | 55042 | 0.27 | \$ 4,000 |
| 31 | LEGACY ASSET PROPERTIES | 8623 EAGLE POINT BLVD N LAKE ELMO | 55042 | 0.23 | \$ 3,400 |
| 32 | D GETTSCH LLC | 8621 EAGLE POINT BLVD N LAKE ELMO | 55042 | 0.27 | \$ 4,000 |
| 33 | CASEY LEE E | 8617 EAGLE POINT BLVD N LAKE ELMO | 55042 | 0.27 | \$ 4,000 |
| 34 | JTZ LLC & TMZ LLC | 8615 EAGLE POINT BLVD N LAKE ELMO | 55042 | 0.27 | \$ 4,000 |
| TOTAL | | | | 84.06 | \$ 1,244,000 |

| NO. | NAME | PID | PARCEL AREA (AC) | AMOUNT |
|-------|---------------|---------------|---------------------|------------|
| 1 | INWOOD 10 LLC | 3302921110001 | 38.77 | \$ 27,200 |
| 2 | INWOOD 10 LLC | 3302921110002 | 38.78 | \$ 27,200 |
| 3 | INWOOD 10 LLC | 3302921120003 | 38.79 | \$ 27,200 |
| 4 | INWOOD 10 LLC | 3302921120001 | 37.89 | \$ 26,600 |
| TOTAL | | | 154.23 | \$ 108,200 |



LEGEND

-  EAGLE POINT BOULEVARD STREET IMPROVEMENTS
-  CITY BOUNDARY



**FOCUS
ENGINEERING**

EAGLE POINT BOULEVARD
STREET & SANITARY SEWER
IMPROVEMENTS
PROJECT NO. 2015.120
MARCH, 2015

FIGURE NO. 1
LOCATION MAP
EAGLE POINT BOULEVARD

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

EAGLE POINT BLVD STREET AND SANITARY
SEWER IMPROVEMENTS
PROJECT NO. 2015.120

FEBRUARY 2015

| | |
|-------------------|---|
| January 20, 2015 | Council authorizes Feasibility Report. |
| March 3, 2015 | Presentation of Feasibility Report. Council accepts Report and Calls Hearing. |
| March, 2015 | Property owner meeting. Presentation of Report findings and recommendations. |
| April 7, 2015 | Public Improvement Hearing. Council orders Preparation of plans and specifications. |
| June 2, 2015 | Council approves Plans and Specifications; Orders Advertisement for Bids. |
| June 30, 2015 | Receive Contractor Bids. |
| July 7, 2015 | Council accepts bids and awards Contract. |
| July 28, 2015 | Conduct Pre-construction Meeting and Issue Notice to Proceed. |
| October 23, 2015 | Substantial completion. |
| November 27, 2015 | Final completion. |

**CITY OF LAKE ELMO, MINNESOTA
 EAGLE POINT BOULEVARD: STREET AND SANITARY SEWER IMPROVEMENTS**

PROJECT NO. 2015.120

DATE RECEIVED: MARCH 26, 2015

| PROPOSAL FEE SUMMARY | | | | | |
|-----------------------------|--------------------------|---------------------------|----------------|----------------|---------------------|
| Consulting Firm | Total Engineering | Project Management | P&S | Bidding | Construction |
| Bolton & Menk, Inc. | \$54,886 | \$3,840 | \$33,182 | \$1,392 | \$16,472 |
| MSA Professional Services | \$64,230 | \$3,900 | \$35,995 | \$1,600 | \$22,735 |
| Stantec | \$72,857 | \$3,054 | \$41,868 | \$1,843 | \$26,092 |
| TKDA, Inc. | \$42,150 | \$3,100 | \$26,500 | \$1,300 | \$11,250 |
| SEH, Inc. | Did not submit | | | | |