



*Our Mission is to Provide Quality Public Services in a Fiscally Responsible
Manner While Preserving the City's Open Space Character*

NOTICE OF MEETING
City Council Meeting
Tuesday, January 19, 2016 7:00 P.M.
City of Lake Elmo | 3800 Laverne Avenue North

Agenda

A. Call to Order/Pledge of Allegiance

B. Approval of Agenda

C. Approval of Minutes

1. November 17, 2015; December 1, 2015; December 15, 2015

D. Public Comments/Inquiries

E. Presentations

Lake Elmo Library Presentation

F. Consent Agenda

2. Approve Payment of Disbursements
3. Accept December 2015 Assessors Report
4. Accept December 2015 Building Department Report
5. Eagle Point Boulevard Street Improvements – Pay Request No. 5
6. 39th Street: Street and Sanitary Sewer Improvements – Change Order No. 5
7. 39th Street: Street and Sanitary Sewer Improvements – Compensating Change Order No. 6
8. 39th Street: Street and Sanitary Sewer Improvements – Pay Request No. 8 (FINAL)
9. Village Trunk Utility Improvements – Approve Reduction of Security #1
10. East Metro Water Resource Education Program (EMWREP) – Renew Shared Resource Education Program Agreement
11. Approve Driveway Encroachment and Maintenance Agreement
12. Approve Northland Securities Proforma Services
13. Approve TKDA Cost of Service Study for Water and Sanitary Sewer Utilities
14. Approve 2016 Meeting Schedule

G. Regular Agenda

15. Hidden Meadows Plat Extension
16. Sign Variance 8650 Hudson Boulevard
17. Ordinance Amendment to Exempt Essential Services from PF-Public or Semi Public Zoning District
18. Zoning Map Amendment to Rezone a Parcel from Rural Residential to Public or Semi Public Zoning District
19. Inwood Trunk Watermain Improvements – Approve Plans and Specifications; Authorize Ad for Bids
20. Inwood Water Tower (No. 4) – Approve Plans and Specifications; Authorize Ad for Bids
21. Library Board Appointments
22. Bureau of Mediation Services Process
23. Council Role in Hiring Process

H. Council Reports

I. Staff Reports and Announcements

J. Adjourn

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

CALL TO ORDER

Called to order at 7:10 pm.

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

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

Interim Administrator Schroeder read a statement explaining the role of the Parliamentarian. Chief Administrative Law Judge Pust introduced herself and reviewed guidelines and decorum policies for the meeting.

PLEDGE OF ALLIGENCE

APPROVAL OF AGENDA

Mayor Pearson, seconded by Councilmember Smith, moved TO ADD ITEM J: ROLE OF PARLIAMENTARIAN TO THE AGENDA. MOTION PASSED 4 – 1. (Bloyer – Nay)

Item 10 was removed from the Agenda. Items 7 and 9 were moved to the Regular Agenda for discussion after item 13.

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

ACCEPT MINUTES

Councilmember Fliflet, seconded by Mayor Pearson, moved TO APPROVE THE NOVEMBER 4, 2015 MINUTES AS AMENDED. MOTION PASSED 5 – 0.

COUNCIL REPORTS

Mayor Pearson: Met with staff, Bureau of Mediation Services, LMC and Judge Pust to discuss the Parliamentarian process; met with staff to prepare for a water sewer consultant RFP; met with County officials on a variety of matters; held a Visit with the Mayor; attended the Oakdale Lake Elmo Prayer Breakfast; attended the Public Safety Committee

meeting; attended the Parks Commission meeting; fielded concerns from residents regarding the impact of development in various neighborhoods, noting no complaints have been received from downtown property owners; took calls regarding financial discussion and asked Interim Administrator Schroeder to comment on that during his staff report.

Councilmember Fliflet: Met with LMC and BMS; held a Finance Committee meeting where they worked on water rate reduction and 2016 Budget; held an HR Committee meeting and fielded resident concerns.

Councilmember Smith: Attended Finance Committee and postponed other reports due to time considerations.

Councilmember Lundgren: Spoke with Bureau of Mediation; discussed milfoil in lakes with residents, attended HR Committee meeting; attended Oakdale Lake Elmo Prayer Breakfast; thanked Public Works staff for picking up two dead deer in her neighborhood; discussed Inwood area flooding with resident and staff.

Councilmember Bloyer: Emailed with Fields residents, emails from residents regarding the Parliamentarian.

Judge Pust explained that she was serving as Parliamentarian on behalf of the Office of Administrative Hearings and reported that the City will be billed by the OAH at a rate of \$120 per hour as approved by the Minnesota Management and Budget Department.

PUBLIC COMMENTS/INQUIRIES

Matt Eder and Becky Goble spoke on behalf of their dad, Jerome Eder, at 3415 Lake Elmo Avenue North concerning the construction of a storm water holding pond adjacent to his property and related safety concerns.

Wally Nelson, 4582 Lilac Lane North, stressed the need for civility among the City Council Members and called for removal of the censure of Councilmember Bloyer.

PRESENTATIONS

None

FINANCE CONSENT AGENDA

2. Approve Payment of Disbursements
3. Accept Financial Report Dated October 31, 2015
4. Accept Building Report Dated October 31, 2015
5. Accept Assessors Report Dated October 31, 2015
6. Approve Eagle Point Blvd. Street Improvements Pay Request No. 3

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

OTHER CONSENT AGENDA

8. Water Tower No. 4 – Approve Preliminary Design Recommendations

Councilmember Smith, seconded by Councilmember Fliflet, moved TO APPROVE THE CONSENT AGENDA AS PRESENTED. MOTION PASSED 5-0.

ITEM 11: CLARIFICATION OF MANNING AVENUE REDESIGN AND FUNDING OPTIONS

Interim Administrator Schroeder provided background information on the Washington County plan to realign Manning Avenue and the design option chosen by the City Council. Councilmember Fliflet added that she requested this discussion to provide clarification for the public to address misconceptions.

Jack Rowenhorst, 11676 Little Bluestem, stated that as a new driver he is concerned about safety and thinks option C would be much safer.

Lisa Rowenhorst, 11676 Little Bluestem, spoke against the C2 design chosen by the City Council and asked the Council to reconsider option C for safety reasons.

Mary Pat Cumming, 11857 44th Street Lane North, reported that approximately 200 people in the neighborhood have met and asked that their voices be heard in support of option C.

Cindy Silkworth, 4418 Lily Avenue North, stated the County, staff and Planning Commission recommended concept C and requested the City Council reconsider concept C.

Karen Schwartz, 11772 44th Street Lane North, expressed concerns about safety and asked that Highway 5 remain open in both directions until the north-south road is built.

John Hodler, 11834 44th Street Lane North, stated that not building the north-south road is a big problem for Fields of St. Croix residents and requested the Council reconsider option C.

Marcy Eischen, 11674 Stillwater Boulevard, spoke in favor of the dead end option on behalf of herself and neighbors Dupuis and Jacobsen.

Councilmember Fliflet, seconded by Councilmember Lundgren, moved TO CLARIFY MANNING AVENUE REDESIGN APPROVAL OF CONCEPT C2 THAT WAS PASSED AT THE SEPTEMBER 15 CITY COUNCIL MEETING, TO READ THAT THE CITY COUNCIL ACCEPTS CONCEPT C2, BUT THAT THE EXACT TIMING, PLACEMENT, DESIGN AND FUNDING FOR THE NORTH/SOUTH CONNECTION ROAD WILL BE DETERMINED AT A LATER TIME THROUGH THOUGHTFUL PLANNING, AND THAT OLD HIGHWAY 5 WILL NOT BE CUL DE SAC'D UNTIL THIS NORTH/SOUTH CONNECTION IS BUILT. MOTION PASSED 3 – 2. (Pearson, Bloyer – Nay)

Councilmember Bloyer stated concerns about safety and uncertainty that the costly north-south road would be safer than option C. Mayor Pearson referred to a Washington County report on stop lights and stated the C2 option is not safer.

Councilmember Fliflet directed staff to begin planning a workshop with residents to gather their feedback. Councilmember Bloyer stated that the landowner should be contacted to inquire about purchasing land for the north-south road. Mayor Pearson stated that the north-south road is an improvement but without the landowner present it will be difficult to make progress.

**ITEM 9: DOWNTOWN PHASE I IMPROVEMENTS –
APPROVE DESIGN REVISIONS FOR UPPER 33RD STREET
AND LIBRARY PARKING LOT**

City Engineer Griffin provided an overview of the proposed revisions on Upper 33rd Street and noted concerns expressed by a business owner.

Steve Johnson, 2945 Lake Elmo Avenue, stated that he has some concerns but feels the proposed design is reasonable and works well for the Fire Department.

Councilmember Bloyer, seconded by Councilmember Fliflet, moved TO APPROVE THE UPPER 33RD STREET STRIPING REVISIONS FOR THE PHASE I DOWNTOWN STREET, DRAINAGE AND UTILITY IMPROVEMENTS. MOTION PASSED 4 – 1. (Pearson – Nay)

Mayor Pearson stated that removing five parking spaces downtown needs additional research and discussion.

City Engineer Griffin reviewed the proposed parking lot improvements for the Library, noting that the Library Board would also be reviewing the proposal. Griffin stated that the project contractor is offering favorable pricing through adding this project on to the downtown project.

Councilmember Fliflet, seconded by Councilmember Smith, moved TO APPROVE THE LIBRARY PARKING LOT IMPROVEMENTS TO BE CONSTRUCTED IN CONJUNCTION WITH PHASE I

***DOWNTOWN STREET, DRAINAGE AND UTILITY
IMPROVEMENTS. MOTION PASSED 4 – 1. (Bloyer – Nay)***

Councilmember Bloyer stated that the City should pay for this improvement for a City building and added that the City Council has not seen the Library budget.

ITEM 12: SEARCH FIRM FOR CITY ADMINISTRATOR

Interim Administrator Schroeder explained that the term of his contract is July 2016 to January 2016 and presented a list of search firms that could be employed to conduct a search for a permanent City Administrator. Schroeder stated that Springsted provided an estimated cost of \$15,000 to \$20,000 depending upon the scope of services. Discussion held concerning options for conducting a search with and without a search firm.

Councilmember Fliflet, seconded by Councilmember Lundgren, moved TO MOVE FORWARD WITHOUT A SEARCH FIRM AND INSTRUCT THE CITY CLERK TO POST THE POSITION ON THE LMC AND ICMA WEBSITES.

Councilmember Smith, seconded by Councilmember Fliflet, moved TO AMEND THE MOTION TO ADD SUBJECT TO HIRING OF A PROFESSIONAL FIRM TO CONDUCT BACKGROUND CHECKS. MOTION PASSED 5 – 0.

Councilmember Bloyer stated that he won't support the motion, as he feels the City could extend Mr. Schroeder's contract and that Councilmembers shouldn't be involved in vetting applicants. Mayor Pearson suggested seeking professionals within the City to assist with reviewing applicants.

PRIMARY MOTION PASSED 3 – 2. (Pearson, Bloyer – Nay)

City Attorney Snyder recommended that the process should be moved along and suggested staff prepare an advertisement for approve at the next Council meeting.

**ITEM 13: HIGH PRIORITY FOR HIGHWAY 5/COUNTY ROAD
14**

Interim Administrator Schroeder explained that Councilmembers have expressed a need for a traffic light at the intersection of Highway 5 and 50th Street.

Jim Ogren, 11790 Little Bluestem, stated that a stop light will also be needed at the intersection of Highway 5 and Manning and suggested they could both be installed at the same time.

Councilmember Fliflet stated that the 50th Street intersection should be a high priority for 2016 and not wait for the new road alignment.

Councilmember Fliflet, seconded by Councilmember Smith, moved THE LAKE ELMO CITY COUNCIL WOULD LIKE BY MATTER OF RESOLUTION TO SUPPORT A TRAFFIC SIGNAL AT THE INTERSECTION OF NEW CSAH 15 AND 50TH STREET AND MAKE IT KNOWN THAT THE CITY WOULD LIKE THIS TO BE THE NUMBER ONE PRIORITY FOR THE COUNTY FOR THIS STRETCH OF ROADWAY RECENTLY TURNED OVER TO THE COUNTY FROM THE STATE OF MINNESOTA PREVIOUSLY KNOWN AS STATE HIGHWAY 5.

Councilmember Bloyer stated that this intersection does not meet County standards for a traffic light. Mayor Pearson asked about facts and rankings from the County's report on intersections and stated that all intersections should be assessed before committing to upgrading one.

Mayor Pearson, seconded by Councilmember Bloyer, moved TO TABLE THIS ISSUE TO A WORKSHOP. MOTION FAILED 2 – 3. (Fliflet, Lundgren, Smith – Nay)

PRIMARY MOTION PASSED 3 – 1 – 1. (Pearson – Nay, Bloyer – Present)

Mayor Pearson clarified that he is not opposed to a traffic light at the 50th Street intersection but wants to look at all intersections first.

Mayor Pearson, seconded by Councilmember Lundgren, moved TO DIRECT STAFF TO ARRANGE A WORKSHOP TO DISCUSS INTERSECTION SAFETY CITY WIDE. MOTION PASSED 5 – 0.

ITEM 7: APPROVE SPECIAL ASSESSMENT PAYOFF FOR KLEIS PROPERTY

Finance Director Bendel reviewed the request from the property owner for a reduced payoff amount for special assessments levied in 1995 on a parcel that is in the Green Acres program. City Attorney Snyder explained the Green Acres program and noted that if the City Council chooses to modify the assessment it should be done by uniform resolution or an ordinance change.

Peter Kastler, 9130 55th Street North, stated he is the grandson of the original owners and that his grandparents did not have any documentation regarding this assessment or the interest that is due. Mr. Kastler noted that the assessment payoff isn't due until the property is taken out of Green Acres but he would agree to pay it off early at the reduced amount as a benefit to both parties.

Councilmember Fliflet, seconded by Councilmember Smith, moved TO ACCEPT THE PAYOFF OFFER OF \$6,879.55 FROM MR. KASTLER/KLEIS FAMILY TO PAY IN FULL THE OUTSTANDING SPECIAL ASSESSMENTS RELATED TO THE 1995 STREET OVERLAY PROJECT. MOTION PASSED 3 – 2. (Pearson, Bloyer – Nay)

Councilmember Bloyer stated that he understands the situation but feels the City needs to adhere to the laws and have thought out policies in place. Mayor Pearson added that he is concerned about setting precedence with this reduction but has empathy for the property owners.

STAFF REPORTS AND ANNOUNCEMENTS

Interim City Administrator Schroeder: Attended the Public Safety Committee meeting, Parks Commission meeting, met with developers, worked on legal and engineering concerns, attended the Finance Committee meeting, provided the Mayor's Handbook to the City Council at the recommendation of the League of MN Cities. Reported that the Finance Committee discussed the proforma and recommends hiring Northland Securities to develop and take over the proforma. Schroeder stated that the assessment figures change daily as the City develops and funds are collected, therefore staff would not spend any additional time on updating the current model and will focus on transitioning to a third party vendor. The Finance Committee will continue to discuss how to develop the proforma at the next meeting.

Councilmember Bloyer, seconded by Mayor Pearson, moved THAT THE CITY ADMINISTRATOR AND FINANCE DIRECTOR PROVIDE EXPLANATION TO RESIDENTS AS TO THE WHEREABOUTS OF \$6.5 MILLION IN ASSESSMENTS. MOTION FAILED 2 – 3. (Fliflet, Lundgren, Smith – Nay)

Councilmember Fliflet stated she would not support the motion and preferred to support the recommendation of the Administrator to not put further effort into the current model and move on to a new proforma.

City Clerk Johnson: Reported that an offer has been extended to a candidate for the Office Administrative Assistant position.

Finance Director Bendel: Finalized recommended changes to the 2016 General Fund Budget at Finance Committee Meeting, fielding calls and questions on assessments, all Lennar outstanding assessments will be paid soon, started year end closeout in preparation for the audit.

City Attorney Snyder: No report.

Community Development Wensman: No report

City Engineer Griffin: Working on projects for next year and the engineering department is very busy with current construction projects.

ROLE OF PARLIAMENTARIAN

Judge Pust asked for City Council input on the Parliamentarian and stated it was an honor to be invited. Councilmembers indicated that it was helpful to have a Parliamentarian run the meeting.

Councilmember Fliflet, seconded by Councilmember Lundgren, moved TO CONTINUE THE SERVICES OF THE PARLIAMENTARIAN UNTIL THE SERVICES ARE NO LONGER NEEDED AND TO DIRECT STAFF TO SECURE A REPLACEMENT PARLIAMENTARIAN IF NEEDED. MOTION PASSED 3 – 1 – 1. (Pearson – Abstain, Bloyer – Nay)

Meeting adjourned at 11:16 pm.

**LAKE ELMO CITY
COUNCIL**

ATTEST:

-

Mike Pearson, Mayor

Julie Johnson, City Clerk



MAYOR & COUNCIL COMMUNICATION

DATE: January 19, 2016
CONSENT
ITEM #2
MOTION

AGENDA ITEM: Approve Disbursements in the amount of \$982,463.98

SUBMITTED BY: Patty Baker, Accountant

THROUGH: Cathy Bendel, Finance Director

REVIEWED BY: Cathy Bendel, Finance 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

POLICY RECOMMENDER: Finance

FISCAL IMPACT: \$982,463.98

SUMMARY AND ACTION REQUESTED: As part of its Consent Agenda, the City Council is asked to approve disbursements in the amount of \$982,463.98. 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	\$ 13,098.98	Payroll Taxes to IRS & MN Dept of Revenue 01/07/16
ACH	\$ 6,243.95	Payroll Retirement to PERA 01/07/16
DD6885-DD6910	\$ 31,342.60	Payroll Dated (Direct Deposits) 01/07/16
43814-43895	\$ 360,123.45	Accounts Payable 01/19/16
ACH	\$ 64,381.25	Bond Payment, 2009A, 01/15/16
ACH	\$ 73,185.00	Bond Payment, 2013A, 01/15/16
ACH	\$ 434,088.75	Bond Payment, 2014A, 01/15/16
TOTAL	\$ 982,463.98	

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 \$982,463.98.

ATTACHMENTS:

1. Accounts Payable – check registers

Accounts Payable To Be Paid Proof List

User: PattyB

Printed: 01/13/2016 - 3:28 PM

Batch: 002-01-2016

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
AMAZONIN Amazon Inc										
	12/10/2015	2,071.93	0.00	01/19/2016	Adult, teen, kids books and DVDs		-		No	0000
206-450-5300-42500	Library Collection Maintenance									
	12/10/2015	450.48	0.00	01/19/2016	Operating supplies		-		No	0000
206-450-5300-42000	Office Supplies									
	12/10/2015	31.16	0.00	01/19/2016	Programming		-		No	0000
206-450-5300-42500	Library Collection Maintenance									
Total:		2,553.57								
AMAZONIN Total:		2,553.57								
AMDAHL Chris Amdahl Locksmith, Inc										
12104	12/25/2015	673.90	0.00	01/19/2016	Lock installation		-		No	0000
101-430-3100-44010	Repairs/Maint Bldg									
12104 Total:		673.90								
AMDAHL Total:		673.90								
AMERICAN American Eng and Testing, Inc.										
90131	12/31/2015	652.50	0.00	01/19/2016	Wildflower at Lake Elmo		-		No	0000
803-000-0000-22910	Developer Payments									
90131 Total:		652.50								
90400	12/31/2015	125.00	0.00	01/19/2016	Eagle Point Blvd Street & Utility		-		No	0000
409-480-8000-43030	Engineering Services									
90400 Total:		125.00								
AMERICAN Total:		777.50								
BAKERPAT Baker Patricia										
2015-12	01/05/2016	645.31	0.00	01/19/2016	Contract hours - December		-		No	0000
101-410-1520-43150	Contract Services									
2015-12	01/05/2016	1,290.63	0.00	01/19/2016	Contract hours - December		-		No	0000
601-494-9400-43150	Contract Services									
2015-12	01/05/2016	258.12	0.00	01/19/2016	Contract hours - December		-		No	0000
602-495-9450-43150	Contract Services									

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
2015-12	01/05/2016	387.19	0.00	01/19/2016	Contract hours - December		-		No	0000
603-496-9500-43150	Contract Services									
	2015-12 Total:	2,581.25								
	BAKERPAT Total:	2,581.25								
BAKERTAY Baker & Taylor										
2013539070	12/24/2015	269.42	0.00	01/19/2016	Teen adult kids books		-		No	0000
206-450-5300-42500	Library Collection Maintenance									
	2013539070 Total:	269.42								
2031488526	12/14/2015	2,270.92	0.00	01/19/2016	Teen, adult and kid books		-		No	0000
206-450-5300-42500	Library Collection Maintenance									
	2031488526 Total:	2,270.92								
2031554655	12/30/2015	9.39	0.00	01/19/2016	kids books		-		No	0000
206-450-5300-42500	Library Collection Maintenance									
	2031554655 Total:	9.39								
2031554656	12/30/2015	30.62	0.00	01/19/2016	teen books		-		No	0000
206-450-5300-42500	Library Collection Maintenance									
	2031554656 Total:	30.62								
2031554657	12/30/2015	1,769.33	0.00	01/19/2016	teen adult kids books		-		No	0000
206-450-5300-42500	Library Collection Maintenance									
	2031554657 Total:	1,769.33								
B04475140	12/17/2015	2,390.05	0.00	01/19/2016	DVDs		-		No	0000
206-450-5300-42500	Library Collection Maintenance									
	B04475140 Total:	2,390.05								
B04965040	12/22/2015	22.19	0.00	01/19/2016	DVDs		-		No	0000
206-450-5300-42500	Library Collection Maintenance									
	B04965040 Total:	22.19								
B05983430	12/29/2015	19.97	0.00	01/19/2016	DVDs		-		No	0000
206-450-5300-42500	Library Collection Maintenance									
	B05983430 Total:	19.97								
K57226780	12/18/2015	118.89	0.00	01/19/2016	DVDs		-		No	0000
206-450-5300-42500	Library Collection Maintenance									
	K57226780 Total:	118.89								
K58012760	12/29/2015	28.67	0.00	01/19/2016	DVDs		-		No	0000
206-450-5300-42500	Library Collection Maintenance									
	K58012760 Total:	28.67								
	BAKERTAY Total:	6,929.45								
BOLTONME Bolton & Menk, Inc										
0185290	12/14/2015	45.50	0.00	01/19/2016	Section 34 water		-		No	0000
601-494-9400-43030	Engineering Services									
	0185290 Total:	45.50								
0185291	12/14/2015	182.00	0.00	01/19/2016	39th Street		-		No	0000
409-480-8000-43030	Engineering Services									

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
0185292	12/14/2015	182.00								
803-000-0000-22910	Developer Payments	14,265.00	0.00	01/19/2016	Wildflower at Lake Elmo		-	No		0000
0185292	12/14/2015	14,265.00								
803-000-0000-22910	Developer Payments	536.50	0.00	01/19/2016	Arbor Glen Senior Living		-	No		0000
0185293	12/14/2015	536.50								
803-000-0000-22910	Developer Payments	536.50								
0185293	12/14/2015	536.50								
BOLTONME	Total:	15,029.00								
C A C Companion Animal Control, LLC										
Dec 2015	12/31/2015	500.00	0.00	01/19/2016	Animal control services - December 15		-	No		0000
101-420-2700-43160	Impounding	60.00	0.00	01/19/2016	Impound 7am-7pm		-	No		0000
Dec 2015	12/31/2015	60.00								
101-420-2700-43160	Impounding	45.00	0.00	01/19/2016	Impounding 7pm-7am		-	No		0000
Dec 2015	12/31/2015	45.00								
101-420-2700-43160	Impounding	605.00								
Dec 2015	Total:	605.00								
C A C	Total:	605.00								
CARQUEST Car Quest Auto Parts										
2055-367561	12/28/2015	69.38	0.00	01/19/2016	Parts - repairs		-	No		0000
101-430-3100-42210	Equipment Parts	69.38								
2055-367561	Total:	69.38								
CARQUEST	Total:	69.38								
COLDWELL Coldwell Banker Commercial										
40800	12/07/2015	109.88	0.00	01/19/2016	Building maintenance		-	No		0000
206-450-5300-44010	Repairs/Maint Bldg	109.88								
40800	Total:	109.88								
COLDWELL	Total:	109.88								
COMPASS Compass Minerals										
71432898	01/07/2016	4,394.84	0.00	01/19/2016	Road salt		-	No		0000
101-430-3125-42290	Sand/Salt	4,394.84								
71432898	Total:	4,394.84								
COMPASS	Total:	4,394.84								
CONFLUEN Confluence										
15055MN	12/23/2015	3,500.00	0.00	01/19/2016	Green parking lot plan.		-	No		0000
206-450-5300-43030	Engineering Services	3,500.00								
15055MN	Total:	3,500.00								

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
	CONFLUEN Total:	3,500.00								
COORDIN Coordinated Business Systems										
ARIN110098 12/31/2015		20.12	0.00	01/19/2016	Waste tank		-		No	0000
101-410-1940-44040 Repairs/Maint Contractual Eqpt										
ARIN110098 Total:		20.12								
COORDIN Total:		20.12								
CTYBLOOM City of Bloomington										
Dec 15 12/29/2015		31.50	0.00	01/19/2016	Lab bacteria testing - December		-		No	0000
601-494-9400-42270 Utility System Maintenance										
Dec 15 Total:		31.50								
CTYBLOOM Total:		31.50								
CTYOAKDA City of Oakdale										
December 12/31/2015		4,500.00	0.00	01/19/2016	New Connections - water - December		-		No	0000
601-000-0000-20803 WAC due Oakdale										
December Total:		4,500.00								
CTYOAKDA Total:		4,500.00								
CTYOAKDP City of Oakdale										
December 12/31/2015		4,436.79	0.00	01/19/2016	Water meter - South Pit 12/01/15-1/01/16		-		No	0000
601-494-9400-43820 Water Utility										
December Total:		4,436.79								
CTYOAKDP Total:		4,436.79								
EMMONS&O Emmons & Olivier Resources Inc										
01271-0001-1 12/28/2015		1,000.00	0.00	01/19/2016	Coordinating parking lot design.		-		No	0000
206-450-5300-43030 Engineering Services										
01271-0001-1 Total:		1,000.00								
EMMONS&O Total:		1,000.00								
FOCUS Focus Engineering, Inc.										
2411-2414 12/26/2015		85.75	0.00	01/19/2016	Building		-		No	0000
101-420-2400-43030 Engineering										
2411-2414 12/26/2015		1,591.25	0.00	01/19/2016	General		-		No	0000
101-410-1930-43030 Engineering Services										
2411-2414 12/26/2015		2,035.50	0.00	01/19/2016	PPlanning		-		No	0000
101-410-1910-43030 Engineering Services										
2411-2414 Total:		3,712.50								

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
2415	12/26/2015	472.00	0.00	01/19/2016	Water		-	No		0000
601-494-9400-43030	Engineering Services									
2415	12/26/2015	517.40	0.00	01/19/2016	Sewer		-	No		0000
602-495-9450-43030	Engineering Services									
2415	12/26/2015	149.05	0.00	01/19/2016	SW		-	No		0000
603-496-9500-43030	Engineering Services									
2415 Total:		1,138.45								
2416	12/26/2015	29.50	0.00	01/19/2016	Transportation& Traffic		-	No		0000
409-480-8000-43030	Engineering Services									
2416 Total:		29.50								
2417	12/26/2015	104.00	0.00	01/19/2016	Section 34 Water		-	No		0000
601-494-9400-43030	Engineering Services									
2417	12/26/2015	156.00	0.00	01/19/2016	Section 34 Sewer		-	No		0000
602-495-9450-43030	Engineering Services									
2417 Total:		260.00								
2418	12/26/2015	59.00	0.00	01/19/2016	CSAH 15 Corridor Mgmt		-	No		0000
602-495-9450-43030	Engineering Services									
2418 Total:		59.00								
2419	12/26/2015	200.00	0.00	01/19/2016	LE Ave Trunk watermain		-	No		0000
601-494-9400-43030	Engineering Services									
2419 Total:		200.00								
2420	12/26/2015	5,233.25	0.00	01/19/2016	LE Ave Corridor Improvement		-	No		0000
409-480-8000-43030	Engineering Services									
2420 Total:		5,233.25								
2421	12/26/2015	1,313.00	0.00	01/19/2016	Inwood Booster Station		-	No		0000
601-494-9400-43030	Engineering Services									
2421 Total:		1,313.00								
2422	12/26/2015	280.00	0.00	01/19/2016	Inwood Trunk Watermain		-	No		0000
601-494-9400-43030	Engineering Services									
2422 Total:		280.00								
2423	12/26/2015	400.00	0.00	01/19/2016	39th St sewer		-	No		0000
602-495-9450-43030	Engineering Services									
2423 Total:		400.00								
2424	12/26/2015	1,216.00	0.00	01/19/2016	Eagle Point Blvd		-	No		0000
409-480-8000-43030	Engineering Services									
2424 Total:		1,216.00								
2425	12/26/2015	421.55	0.00	01/19/2016	CSAH 13- Ideal Ave		-	No		0000
409-480-8000-43030	Engineering Services									
2425 Total:		421.55								
2426	12/26/2015	1,008.00	0.00	01/19/2016	2016 Street Improvement		-	No		0000
409-480-8000-43030	Engineering Services									
2426 Total:		1,008.00								
2427	12/26/2015	1,375.00	0.00	01/19/2016	Inwood water tower		-	No		0000
601-494-9400-43030	Engineering Services									
2427 Total:		1,375.00								

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
2428	12/26/2015	894.06	0.00	01/19/2016	Village East Trunk Sewer		-		No	0000
602-495-9450-43030	Engineering Services									
2428 Total:		894.06								
2429	12/26/2015	45.00	0.00	01/19/2016	Lennar 194 Corridor		-		No	0000
803-000-0000-22910	Developer Payments									
2429 Total:		45.00								
2430	12/26/2015	2,955.66	0.00	01/19/2016	Boulder Ponds		-		No	0000
803-000-0000-22910	Developer Payments									
2430 Total:		2,955.66								
2431	12/26/2015	413.00	0.00	01/19/2016	Hammes		-		No	0000
803-000-0000-22910	Developer Payments									
2431 Total:		413.00								
2432	12/26/2015	491.00	0.00	01/19/2016	Hunters Crossing		-		No	0000
803-000-0000-22910	Developer Payments									
2432 Total:		491.00								
2433	12/26/2015	3,748.70	0.00	01/19/2016	Wildflower		-		No	0000
803-000-0000-22910	Developer Payments									
2433 Total:		3,748.70								
2434	12/26/2015	4,962.64	0.00	01/19/2016	Village Preserve		-		No	0000
803-000-0000-22910	Developer Payments									
2434 Total:		4,962.64								
2435	12/26/2015	13,166.21	0.00	01/19/2016	Easton Village		-		No	0000
803-000-0000-22910	Developer Payments									
2435 Total:		13,166.21								
2436	12/26/2015	118.00	0.00	01/19/2016	Village Park Preserve		-		No	0000
803-000-0000-22910	Developer Payments									
2436 Total:		118.00								
2437	12/26/2015	177.00	0.00	01/19/2016	Savona 2nd		-		No	0000
803-000-0000-22910	Developer Payments									
2437 Total:		177.00								
2438	12/26/2015	2,284.48	0.00	01/19/2016	Hans Hagen		-		No	0000
803-000-0000-22910	Developer Payments									
2438 Total:		2,284.48								
2439	12/26/2015	1,017.16	0.00	01/19/2016	Hunters Crossing 2nd		-		No	0000
803-000-0000-22910	Developer Payments									
2439 Total:		1,017.16								
2440	12/26/2015	2,249.26	0.00	01/19/2016	Savona 3rd		-		No	0000
803-000-0000-22910	Developer Payments									
2440 Total:		2,249.26								
2441	12/26/2015	464.50	0.00	01/19/2016	Auto Owners		-		No	0000
803-000-0000-22910	Developer Payments									
2441 Total:		464.50								
2442	12/26/2015	1,608.53	0.00	01/19/2016	ISD 916 Eagle Point School		-		No	0000
803-000-0000-22910	Developer Payments									
2442 Total:		1,608.53								

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
2443	12/26/2015	1,239.00	0.00	01/19/2016	Arbor Glen		-		No	0000
803-000-0000-22910	Developer Payments									
	2443 Total:	1,239.00								
2444	12/26/2015	59.00	0.00	01/19/2016	Eagle Point Home 2 Suites		-		No	0000
803-000-0000-22910	Developer Payments									
	2444 Total:	59.00								
2445	12/26/2015	504.00	0.00	01/19/2016	Savona 4th		-		No	0000
803-000-0000-22910	Developer Payments									
	2445 Total:	504.00								
	FOCUS Total:	53,043.45								
GEISLING Geislinger & Sons, INC										
Pay No 8	01/06/2016	60,924.22	0.00	01/19/2016	39th Street - Sewer fund		-		No	0000
602-495-9450-43030	Engineering Services									
Pay No 8	01/06/2016	10,034.54	0.00	01/19/2016	39th Street - Water fund		-		No	0000
601-494-9400-43030	Engineering Services									
Pay No 8	01/06/2016	41,684.81	0.00	01/19/2016	39th Street - Street fund		-		No	0000
409-480-8000-43030	Engineering Services									
Pay No 8 Total:		112,643.57								
	GEISLING Total:	112,643.57								
GKSERVIC G&K Services										
1182462491	12/23/2015	34.20	0.00	01/19/2016	Uniforms		-		No	0000
101-430-3100-44170	Uniforms									
	1182462491 Total:	34.20								
1182474018	12/30/2015	34.20	0.00	01/19/2016	Uniforms		-		No	0000
101-430-3100-44170	Uniforms									
	1182474018 Total:	34.20								
	GKSERVIC Total:	68.40								
HDSUPPLY HD Supply Waterworks, Ltd.										
E953148	12/23/2015	29,025.80	0.00	01/19/2016	Meters		-		No	0000
601-494-9400-42300	Water Meters & Supplies									
	E953148 Total:	29,025.80								
E968360	12/30/2015	10.38	0.00	01/19/2016	Meter parts		-		No	0000
601-494-9400-42300	Water Meters & Supplies									
	E968360 Total:	10.38								
	HDSUPPLY Total:	29,036.18								
HP Hewlett-Packard Company										
56742770	12/29/2015	788.04	0.00	01/19/2016	Equipment		-		No	0000
101-410-1320-43180	Information Technology/Web									

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
56742770	12/29/2015	98.50	0.00	01/19/2016	Equipment		-	No		0000
101-410-1520-43180	Software Support									
56742770	12/29/2015	197.01	0.00	01/19/2016	Equipment		-	No		0000
601-494-9400-43180	Software Support									
56742770	12/29/2015	39.41	0.00	01/19/2016	Equipment		-	No		0000
602-495-9450-43180	Software Support									
56742770	12/29/2015	59.10	0.00	01/19/2016	Equipment		-	No		0000
603-496-9500-43180	Software Support									
56742770 Total:		1,182.06								
HP Total:		1,182.06								
INNOVAT Innovative Office Solutions										
IN1026716	12/29/2015	43.55	0.00	01/19/2016	Name Plates		-	No		0000
101-410-1910-42000	Office Supplies									
IN1026716 Total:		43.55								
INNOVAT Total:		43.55								
JERRY'S Jerry's Floor Store										
X641861	12/30/2015	2,683.00	0.00	01/19/2016	Front room carpet		-	No		0000
206-450-5300-44010	Repairs/Maint Bldg									
X641861	12/30/2015	690.00	0.00	01/19/2016	Prep/skim coat floor		-	No		0000
206-450-5300-44010	Repairs/Maint Bldg									
X641861 Total:		3,373.00								
JERRY'S Total:		3,373.00								
JOHNSON & Johnson & Turner Attorneys										
47051	01/08/2016	15.00	0.00	01/19/2016	Massage License renewals		-	No		0000
101-410-1320-43040	Legal Services									
47051 Total:		15.00								
47400	01/08/2016	135.00	0.00	01/19/2016	3M Litigation		-	No		0000
101-410-1320-43040	Legal Services									
47400 Total:		135.00								
47429	01/08/2016	50.00	0.00	01/19/2016	Hammes		-	No		0000
803-000-0000-22910	Developer Payments									
47429 Total:		50.00								
47432,47616	01/08/2016	3,230.50	0.00	01/19/2016	Civil Matters		-	No		0000
101-410-1320-43040	Legal Services									
47432,47616 Total:		3,230.50								
47465	01/08/2016	472.50	0.00	01/19/2016	Boulder Ponds		-	No		0000
803-000-0000-22910	Developer Payments									
47465 Total:		472.50								
47466	01/08/2016	37.50	0.00	01/19/2016	Riley Bros		-	No		0000
101-410-1320-43040	Legal Services									

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
47467	01/08/2016	37.50								
803-000-0000-22910	Developer Payments	470.50	0.00	01/19/2016	Halycon Cemetery		-	No		0000
47467	01/08/2016	470.50								
803-000-0000-22910	Developer Payments	150.00	0.00	01/19/2016	Arbor Glen		-	No		0000
47469	01/08/2016	150.00								
101-420-2150-43045	Attorney Criminal	4,512.50	0.00	01/19/2016	Prosecution		-	No		0000
47617	01/08/2016	4,512.50								
JOHNSON& Total:		9,073.50								
kathfuel Kath Fuel Oil Service Co										
539618	12/07/2015	556.61	0.00	01/19/2016	Fuel		-	No		0000
101-430-3100-42120	Fuel, Oil and Fluids	556.61								
539619	12/07/2015	663.16	0.00	01/19/2016	Fuel		-	No		0000
101-430-3100-42120	Fuel, Oil and Fluids	663.16								
539623	12/07/2015	631.11	0.00	01/19/2016	Fuel		-	No		0000
101-430-3100-42120	Fuel, Oil and Fluids	631.11								
542146	12/30/2015	521.39	0.00	01/19/2016	Fuel		-	No		0000
101-430-3100-42120	Fuel, Oil and Fluids	521.39								
542147	12/30/2015	1,251.47	0.00	01/19/2016	Fuel		-	No		0000
101-430-3100-42120	Fuel, Oil and Fluids	1,251.47								
542148	12/30/2015	1,251.47	0.00	01/19/2016	Fuel		-	No		0000
101-430-3100-42120	Fuel, Oil and Fluids	393.73								
kathfuel Total:		4,017.47								
KWIK Kwik Trip Inc										
00316313	01/05/2016	22.50	0.00	01/19/2016	Fuel - December		-	No		0000
101-420-2220-42120	Fuel, Oil and Fluids	22.50								
00316313	00316313	22.50								
KWIK Total:		22.50								
LARSON Larson Diesel Service, Corp										
151027001	10/27/2015	8.48	0.00	01/19/2016	Balance due from invoice		-	No		0000
101-430-3100-43150	Contract Services	8.48								
151027001	151027001	8.48								

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
151218001	12/18/2015	116.48	0.00	01/19/2016	Equipment repair		-		No	0000
101-430-3100-43150	Contract Services									
	151218001 Total:	116.48								
	LARSON Total:	124.96								
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LEOIL Lake Elmo Oil, Inc.										
	12/31/2015	269.77	0.00	01/19/2016	Fuel - December		-		No	0000
101-420-2220-42120	Fuel, Oil and Fluids									
	Total:	269.77								
	LEOIL Total:	269.77								
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Lillie Newspapers Inc. Lillie Suburban										
007148	12/31/2015	42.32	0.00	01/19/2016	Notices		-		No	0000
101-410-1320-43510	Legal Publishing									
	007148 Total:	42.32								
	Lillie Total:	42.32								
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LOFF Loffler Companies, Inc.										
2142916	01/04/2016	192.76	0.00	01/19/2016	Copy machine overage & base -		-		No	0000
101-410-1940-44040	Repairs/Maint Contractual Eqpt				December					
	2142916 Total:	192.76								
	LOFF Total:	192.76								
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MARONEYS Maroney's Sanitation, Inc										
606430	01/05/2016	112.94	0.00	01/19/2016	Trash - City Hall		-		No	0000
101-410-1940-43840	Refuse									
606430	01/05/2016	49.71	0.00	01/19/2016	Trash - Fire		-		No	0000
101-420-2220-43840	Refuse									
606430	01/05/2016	216.67	0.00	01/19/2016	Trash - PW		-		No	0000
101-430-3100-43840	Refuse									
606430	01/05/2016	216.67	0.00	01/19/2016	Trash - Fire		-		No	0000
101-420-2220-43840	Refuse									
606430	01/05/2016	49.89	0.00	01/19/2016	Trash - Library		-		No	0000
206-450-5300-43840	Refuse									
	606430 Total:	645.88								
	MARONEYS Total:	645.88								
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METSAC Metropolitan Council										
December 2015	12/31/2015	39,760.00	0.00	01/19/2016	SAC due Met Council		-		No	0000
602-000-0000-20802	SAC due Met Council									
	December 2015 Total:	39,760.00								

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
December 2015 -A	12/31/2015	-397.60	0.00	01/19/2016	Dec 2015 Early Pay discount		-	No		0000
602-000-0000-37220	SAC Early Pay discount/revenue									
	December 2015 -A Total:	-397.60								
	METSAC Total:	39,362.40								
MILLEREX Miller Excavating, Inc.										
Pay no 5	12/31/2015	8,431.16	0.00	01/19/2016	Eagle Point Blvd		-	No		0000
409-480-8000-43030	Engineering Services									
	Pay no 5 Total:	8,431.16								
	MILLEREX Total:	8,431.16								
NEWMAN Newman Signs, Inc.										
TI-0282259	12/28/2015	1,193.26	0.00	01/19/2016	Signs		-	No		0000
101-430-3100-42260	Sign Repair Materials									
	TI-0282259 Total:	1,193.26								
	NEWMAN Total:	1,193.26								
NIEBUR Niebur Tractor & Equipment										
01-51203	12/22/2015	377.80	0.00	01/19/2016	Equipment repair		-	No		0000
101-450-5200-44040	Repairs/Maint Eqpt									
	01-51203 Total:	377.80								
01-51374	12/29/2015	136.92	0.00	01/19/2016	Parts		-	No		0000
101-450-5200-42210	Equipment Parts									
	01-51374 Total:	136.92								
	NIEBUR Total:	514.72								
PETTYCI Petty Cash - City Hall										
December 2015	12/31/2015	46.53	0.00	01/19/2016	Replenish Petty Cash 12/31/15		-	No		0000
101-000-0000-11500	Accounts Receivable									
	December 2015 Total:	46.53								
	PETTYCI Total:	46.53								
PINKY Pinky's Sewer Service, Inc.										
74363	12/15/2015	100.00	0.00	01/19/2016	Pumped 2 tanks		-	No		0000
206-450-5300-44010	Repairs/Maint Bldg									
	74363 Total:	100.00								
	PINKY Total:	100.00								

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
PRIZM Prizm Electric 9668B 12/31/2015 101-000-0000-32210 Building Permits 9668B Total: PRIZM Total:		73.60 73.60 73.60	0.00	01/19/2016	Refund Overpayment	10/08/15	-	No		0000
RIVRCOOP River Country Cooperative 12/31/2015 101-420-2220-42120 Fuel, Oil and Fluids Total: RIVRCOOP Total:		206.22 206.22 206.22	0.00	01/19/2016	Fuel		-	No		0000
SAFEFAST Safe-Fast, Inc. 162579 12/22/2015 101-430-3100-44170 Uniforms 162579 Total: SAFEFAST Total:		98.00 98.00 98.00	0.00	01/19/2016	Safety Parka		-	No		0000
SHANECON ShaneCon, Inc 12/31/2015 206-450-5300-44010 Repairs/Maint Bldg Total: SHANECON Total:		5,488.00 5,488.00 5,488.00	0.00	01/19/2016	Library Renovations		-	No		0000
SMITHSCH Smith Schafer & Associates, LTD 32129 12/30/2015 101-410-1520-43010 Audit Services 32129 Total: SMITHSCH Total:		2,825.00 2,825.00 2,825.00	0.00	01/19/2016	Interim billing - Annual Audit		-	No		0000
STLIBRAR Stillwater Public Library Dec 2015 01/04/2016 206-450-5300-44300 Miscellaneous Dec 2015 Total: STLIBRAR Total:		240.00 240.00 240.00	0.00	01/19/2016	Library Card Reimbursement		-	No		0000
STPAUL St Paul Stamp Works, Inc. 350776 12/31/2015 101-410-1910-42000 Office Supplies 350776 Total:		24.40 24.40	0.00	01/19/2016	Notary Stamp - Ziertman		-	No		0000

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
STPAUL Total:		24.40								
SUREVENT Sure-Vent Ltd										
15066	01/04/2016	317.35	0.00	01/19/2016	rescue blade for saw		-	No		0000
101-420-2220-42400	Small Tools & Equipment									
	15066 Total:	317.35								
SUREVENT Total:		317.35								
SWENSON Swenson Julene										
12/30/2015		31.05	0.00	01/19/2016	Story time supplies		-	No		0000
206-450-5300-44300	Miscellaneous									
12/30/2015		24.42	0.00	01/19/2016	1000 books before K supplies		-	No		0000
206-450-5300-44300	Miscellaneous									
	Total:	55.47								
SWENSON Total:		55.47								
TASCH T.A. Schifsky & Sons Inc										
59271	12/31/2015	162.90	0.00	01/19/2016	Asphalt		-	No		0000
101-430-3120-42240	Street Maintenance Materials									
	59271 Total:	162.90								
TASCH Total:		162.90								
WASHCONS Washington Conservation Dist.										
3395	12/31/2015	556.25	0.00	01/19/2016	4th of 4 quarterly billings - Shared Edu		-	No		0000
603-496-9500-44370	Conferences & Training									
	3395 Total:	556.25								
WASHCONS Total:		556.25								
WASHLIB Washington County Library										
12/31/2015		2,154.00	0.00	01/19/2016	Library Card Reimbursement - Dec 2015		-	No		0000
206-450-5300-44300	Miscellaneous									
	Total:	2,154.00								
WASHLIB Total:		2,154.00								
WASHTAX Washington County										
4050629	12/31/2015	46.00	0.00	01/19/2016	OP4 Agreement		-	No		0000
803-000-0000-22910	Developer Payments									
	4050629 Total:	46.00								
4050630	12/31/2015	46.00	0.00	01/19/2016	Hans Hagen Agreement		-	No		0000
803-000-0000-22910	Developer Payments									

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
4050630 Total:		46.00								
WASHTAX Total:		92.00								
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WATERCON Water Conservation Svs Inc.										
6478	12/29/2015	273.00	0.00	01/19/2016	3348 Lake Elmo Ave		-	No		0000
601-494-9400-42270 Utility System Maintenance										
6478 Total:		273.00								
WATERCON Total:		273.00								
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WENDT Wendt Kevin										
CC 12/15/15	01/05/2016	1,337.50	0.00	01/19/2016	Parliamentarian Services		-	No		0000
101-410-1110-44300 Miscellaneous										
CC 12/15/15 Total:		1,337.50								
WENDT Total:		1,337.50								
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WHEATON Wheaton Joseph										
20160102	01/02/2016	2,623.71	0.00	01/19/2016	Electrical Inspection Services Dec		-	No		0000
101-000-0000-20802 Electrical Permit Fees Payable					2015					
20160102 Total:		2,623.71								
WHEATON Total:		2,623.71								
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XCEL Xcel Energy										
	12/22/2015	-3.39	0.00	01/19/2016	Utility Services - December		-	No		0000
101-450-5200-43810 Electric Utility	12/22/2015	160.97	0.00	01/19/2016	Utility Services - December		-	No		0000
602-495-9450-43810 Electric Utility	12/22/2015	26.51	0.00	01/19/2016	Utility Services - December		-	No		0000
101-430-3160-43810 Street Lighting	12/22/2015	27.26	0.00	01/19/2016	Utility Services - December		-	No		0000
101-430-3160-43810 Street Lighting	12/22/2015	726.59	0.00	01/19/2016	Utility Services - December		-	No		0000
101-420-2220-43810 Electric Utility	12/22/2015	156.56	0.00	01/19/2016	Utility Services - December		-	No		0000
101-410-1940-43810 Electric Utility	12/22/2015	24.41	0.00	01/19/2016	Utility Services - December		-	No		0000
101-430-3160-43810 Street Lighting	12/22/2015	13.01	0.00	01/19/2016	Utility Services - December		-	No		0000
101-450-5200-43810 Electric Utility	12/22/2015	58.97	0.00	01/19/2016	Utility Services - December		-	No		0000
101-450-5200-43810 Electric Utility	12/22/2015	10.93	0.00	01/19/2016	Utility Services - December		-	No		0000
101-450-5200-43810 Electric Utility	12/22/2015									

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
601-494-9400-43810	12/22/2015 Electric Utility	786.26	0.00	01/19/2016	Utility Services - December		-		No	0000
101-430-3160-43810	12/22/2015 Street Lighting	43.73	0.00	01/19/2016	Utility Services - December		-		No	0000
101-450-5200-43810	12/22/2015 Electric Utility	152.56	0.00	01/19/2016	Utility Services - December		-		No	0000
602-495-9450-43810	12/22/2015 Electric Utility	21.62	0.00	01/19/2016	Utility Services - December		-		No	0000
602-495-9450-43810	12/22/2015 Electric Utility	17.90	0.00	01/19/2016	Utility Services - December		-		No	0000
101-420-2220-43810	12/22/2015 Electric Utility	492.29	0.00	01/19/2016	Utility Services - December		-		No	0000
101-450-5200-43810	12/22/2015 Electric Utility	366.21	0.00	01/19/2016	Utility Services - December		-		No	0000
101-430-3160-43810	12/22/2015 Street Lighting	1,845.62	0.00	01/19/2016	Utility Services - December		-		No	0000
101-430-3160-43810	12/22/2015 Street Lighting	29.34	0.00	01/19/2016	Utility Services - December		-		No	0000
101-450-5200-43810	12/22/2015 Electric Utility	14.77	0.00	01/19/2016	Utility Services - December		-		No	0000
101-450-5200-43810	12/22/2015 Electric Utility	28.43	0.00	01/19/2016	Utility Services - December		-		No	0000
101-430-3100-43810	12/22/2015 Electric Utility	1,619.72	0.00	01/19/2016	Utility Services - December		-		No	0000
601-494-9400-43810	12/22/2015 Electric Utility	169.71	0.00	01/19/2016	Utility Services - December		-		No	0000
101-430-3160-43810	12/22/2015 Street Lighting	12.29	0.00	01/19/2016	Utility Services - December		-		No	0000
206-450-5300-43810	12/22/2015 Electric Utility	489.92	0.00	01/19/2016	Utility Services - December		-		No	0000
602-495-9450-43810	12/22/2015 Electric Utility	195.89	0.00	01/19/2016	Utility Services - December		-		No	0000
601-494-9400-43810	12/22/2015 Electric Utility	155.09	0.00	01/19/2016	Utility Services - December		-		No	0000
101-450-5200-43810	12/22/2015 Electric Utility	13.38	0.00	01/19/2016	Utility Services - December		-		No	0000
101-430-3160-43810	12/22/2015 Street Lighting	67.74	0.00	01/19/2016	Utility Services - December		-		No	0000
101-430-3160-43810	12/22/2015 Street Lighting	49.09	0.00	01/19/2016	Utility Services - December		-		No	0000
601-494-9400-43810	12/22/2015 Electric Utility	1,113.10	0.00	01/19/2016	Utility Services - December		-		No	0000
Total:		8,886.48								

Invoice # Inv Date Amount Quantity Pmt Date Description Reference Task Type PO # Close POLine #

XCEL Total: 8,886.48

Report Total: 336,053.50

Accounts Payable To Be Paid Proof List

User: PattyB
Printed: 01/13/2016 - 3:40 PM
Batch: 003-01-2016

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
CARQUEST Car Quest Auto Parts										
2055-367955	01/04/2016	234.38	0.00	01/19/2016	Parts - repairs		-			No 0000
101-430-3100-42210	Equipment Parts									
	2055-367955 Total:	234.38								
	CARQUEST Total:	234.38								
COMCAST Comcast										
	12/27/2015	7.90	0.00	01/19/2016	Monthly Service - Jan 2016		-			No 0000
101-420-2220-44300	Miscellaneous									
	Total:	7.90								
	COMCAST Total:	7.90								
COORDIN Coordinated Business Systems										
CNIN199104	12/31/2015	123.75	0.00	01/19/2016	Maintenance - 1st qtr 2016		-			No 0000
101-410-1940-44040	Repairs/Maint Contractual Eqpt									
	CNIN199104 Total:	123.75								
	COORDIN Total:	123.75								
ECMPUBLI ECM Publishers, Inc										
	01/01/2016	39.00	0.00	01/19/2016	Subscription - 2016		-			No 0000
206-450-5300-42500	Library Collection Maintenance									
	Total:	39.00								
	ECMPUBLI Total:	39.00								
EMERGAUT Emergency Automotive Tech, Inc										
WC010516-4	01/05/2016	694.84	0.00	01/19/2016	Repairs - lights		-			No 0000
101-430-3100-44040	Repairs/Maint Eqpt									
	WC010516-4 Total:	694.84								
	EMERGAUT Total:	694.84								

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
Enright Enright Robert Bonus 101-410-1450-43620	01/11/2016 Cable Operations Bonus Total:	25.00 25.00 55.00	0.00	01/19/2016	PC - Bonus		-	No		0000
Cable 101-410-1450-43620	01/11/2016 Cable Operations Cable Total: Enright Total:	55.00 80.00	0.00	01/19/2016	PC 1/11/16		-	No		0000
GKSERVIC G&K Services 1182485452 101-430-3100-44170	01/06/2016 Uniforms 1182485452 Total: GKSERVIC Total:	34.20 34.20 34.20	0.00	01/19/2016	Uniforms		-	No		0000
HYDRO Hydromethods 201601505 803-000-0000-22910	01/05/2016 Developer Payments 201601505 Total: HYDRO Total:	540.00 540.00 540.00	0.00	01/19/2016	ISD 916 School - SW review		-	No		0000
IAFC IAFC Membership 0022731 101-420-2220-44330	01/06/2016 Dues & Subscriptions 0022731 Total: IAFC Total:	259.00 259.00 259.00	0.00	01/19/2016	2016 Dues		-	No		0000
INNOVAT Innovative Office Solutions IN1038300 101-410-1320-42000	01/07/2016 Office Supplies IN1038300 Total:	249.00 249.00	0.00	01/19/2016	Paper		-	No		0000
IN1038301 101-410-1320-42000	01/07/2016 Office Supplies	6.20	0.00	01/19/2016	Supplies		-	No		0000
IN1038301 101-410-1520-42000	01/07/2016 Office Supplies	4.85	0.00	01/19/2016	Supplies		-	No		0000
IN1038301 101-410-1910-42000	01/07/2016 Office Supplies	146.60	0.00	01/19/2016	Supplies		-	No		0000
IN1038301 101-420-2400-42000	01/07/2016 Office Supplies	136.55	0.00	01/19/2016	Supplies		-	No		0000
IN1038302 101-410-1320-42000	01/08/2016 Office Supplies	294.20 11.40	0.00	01/19/2016	Supplies		-	No		0000

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
IN1038302	01/08/2016	21.56	0.00	01/19/2016	Supplies		-			
101-410-1520-42000 Office Supplies									No	0000
IN1038302 Total:		32.96								
INNOVAT Total:		576.16								
JANIKING Jani-King of Minnesota, Inc										
MIN01160402	01/01/2016	326.65	0.00	01/19/2016	Cleaning Service - CH - Jan 2016		-		No	0000
101-410-1940-44010 Repairs/Maint Contractual Bldg										
MIN01160402 Total:		326.65								
JANIKING Total:		326.65								
MENARDSO Menards - Oakdale										
95168	01/06/2016	98.81	0.00	01/19/2016	Shop supplies		-		No	0000
101-430-3100-42150 Shop Materials										
95168 Total:		98.81								
98028	01/04/2016	166.46	0.00	01/19/2016	Building repair supplies		-		No	0000
101-430-3100-42230 Building Repair Supplies										
98028 Total:		166.46								
MENARDSO Total:		265.27								
METCOU Metropolitan Council										
1051051	01/05/2016	1,289.58	0.00	01/19/2016	Waste Water Services - Feb		-		No	0000
602-495-9450-43820 Sewer Utility - Met Council										
1051051 Total:		1,289.58								
METCOU Total:		1,289.58								
METRO FI Metro Fire Chiefs Assoc										
101-420-2220-44330 Dues & Subscriptions	01/07/2016	100.00	0.00	01/19/2016	2016 Dues		-		No	0000
Total:		100.00								
METRO FI Total:		100.00								
MNFIREAS MN State Fire Dept Assn										
101-420-2220-44330 Dues & Subscriptions	01/06/2016	240.00	0.00	01/19/2016	2016 Dues		-		No	0000
Total:		240.00								
MNFIREAS Total:		240.00								

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
	651-779-8882 Total:	438.72								
	TDS Total:	438.72								
<hr/>										
TOWNCTRY Town & Country Cleaning Co										
116360	01/01/2016	370.00	0.00	01/19/2016	Cleaning - Library - Jan		-	No		0000
206-450-5300-44010	Repairs/Maint Bldg									
	116360 Total:	370.00								
	TOWNCTRY Total:	370.00								
<hr/>										
TRKUTI Truck Utilities Inc.										
293368	01/06/2016	55.14	0.00	01/19/2016	parts		-	No		0000
101-430-3125-42210	Equipment Parts									
	293368 Total:	55.14								
	TRKUTI Total:	55.14								
<hr/>										
VALUEPUB Value Line Publishing, LLC										
JL-1038484-16	12/24/2015	2,270.00	0.00	01/19/2016	Value Line Library Basic 2016		-	No		0000
206-450-5300-42500	Library Collection Maintenance									
	JL-1038484-16 Total:	2,270.00								
	VALUEPUB Total:	2,270.00								
<hr/>										
WAS-SHER Washington County										
82812	01/08/2016	634.22	0.00	01/19/2016	2016 Code Red Annual Fee		-	No		0000
101-420-2100-43150	Law Enforcement Contract									
	82812 Total:	634.22								
	WAS-SHER Total:	634.22								
<hr/>										
WASHFIRE Fire Chiefs Association Washington										
	01/07/2016	50.00	0.00	01/19/2016	2016 Dues		-	No		0000
101-420-2220-44330	Dues & Subscriptions									
	Total:	50.00								
	WASHFIRE Total:	50.00								
<hr/>										
WASHTAX Washington County										
82770	01/08/2016	743.64	0.00	01/19/2016	2016 Turth in Taxation		-	No		0000
101-410-1320-43510	Legal Publishing									
	82770 Total:	743.64								
	WASHTAX Total:	743.64								

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
WENDT Wendt Kevin										
CC 1/05/2016	01/05/2016	937.50	0.00	01/19/2016	Parliamentarian Services		-		No	0000
101-410-1110-44300	Miscellaneous									
	CC 1/05/2016 Total:	937.50								
	WENDT Total:	937.50								
Whiteani White Anita										
Bonus	01/06/2016	25.00	0.00	01/19/2016	CC 1/5/16 - Bonus		-		No	0000
101-410-1450-43620	Cable Operations									
	Bonus Total:	25.00								
Cable	01/06/2016	55.00	0.00	01/19/2016	CC 1/5/16		-		No	0000
101-410-1450-43620	Cable Operations									
	Cable Total:	55.00								
	Whiteani Total:	80.00								
	Report Total:	24,069.95								



MAYOR & COUNCIL COMMUNICATION

DATE: January 19, 2016
CONSENT
ITEM #3

AGENDA ITEM: Monthly Assessor Report

SUBMITTED BY: Dan Raboin, City Assessor

THROUGH: Cathy Bendel, Finance Director

REVIEWED BY: Cathy Bendel, Finance Director

SUGGESTED ORDER OF BUSINESS:

- Introduction of Item City Administrator
- Report/Presentation.....City Administrator
- Questions from Council to StaffMayor 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 assessor report for through December 2015 outlining work performed on behalf of the City of Lake Elmo. No specific motion is needed as this is recommended as part of the *Consent Agenda*.

LEGISLATIVE HISTORY/BACKGROUND INFORMATION:

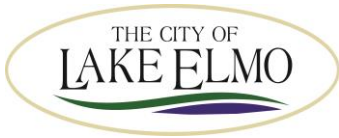
Property splits/plats – 11
Sales collected and viewed – 17
Taxpayer inquiries – 7
Miscellaneous inquiries - 3
Inspections – Residential – 83; Commercial – 0
Building permit reviews – 33
Pictures taken – 93

Other work performed included:

- Monthly meeting with County residential and commercial supervisors
- Input of all inspection and permit work

- Perform sales verifications and land value analysis using MLS and other resources
- Field telephone inquiries

RECOMMENDATION: Based on the aforementioned, the staff recommends the City Council accept the December 2015 monthly assessor report.



MAYOR & COUNCIL COMMUNICATION

DATE: January 19, 2016
**CONSENT
ITEM
MOTION** 4

AGENDA ITEM: New Single Family Home Permit Report

SUBMITTED BY: Rick Chase, Building Official

THROUGH: Rick Chase, Building Official

REVIEWED BY: Clark Schroeder, City Administrator

SUGGESTED ORDER OF BUSINESS:

- Introduction of Item City Administrator
- Report/Presentation.....City Administrator
- Questions from Council to StaffMayor 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 December, 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	142	41	36
Total valuation	\$47,150,401	\$19,968,275	\$16,966,169
Average home value	332,000	487,000	471,282
Total Valuation YTD	52,514,158	30,340,315	20,939,966

❖ One new home rebuilt in 2015 due to fire.

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



MAYOR & COUNCIL COMMUNICATION

DATE: January 19, 2016
CONSENT
ITEM # 6

AGENDA ITEM: 39th Street North: Street and Sanitary Sewer Improvements - Change Order No. 5

SUBMITTED BY: Chad Isakson, Project Engineer

THROUGH: Clark Schroeder, Interim City Administrator

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

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

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

POLICY RECOMMENDER: Engineering.

FISCAL IMPACT: \$2,436.00.

This change order increases the contract amount for the project by \$2,436.00 bringing the revised construction contract to \$2,077,958.80.

SUMMARY AND ACTION REQUESTED:

The City Council is respectfully requested to consider approving, *as part of the consent agenda*, Change Order No. 5 for the 39th Street North: Street and Sanitary Sewer Improvements, thereby increasing the contract amount by \$2,436.00. If removed from the consent agenda, the recommended motion for the action is as follows:

“Move to approve Change Order No. 5 for the 39th Street North: Street and Sanitary Sewer Improvements thereby increasing the contract amount by \$2,436.00.”

LEGISLATIVE HISTORY/BACKGROUND INFORMATION:

This change order is being processed at the request of the City to remove and replace concrete curb and gutter as a part of the 39th Street project. The toe of approximately 80-feet of curb was damaged over the course of winter from winter maintenance operations. This type of damage is typical along new street construction when the wear course is placed the following season, leaving a concrete edge exposed to plows. This construction technique is typical and occasionally will result in some curb replacement being required. The replacement cost is lower than the cost to place a protective bituminous ramp.

RECOMMENDATION:

Staff is recommending that the City Council consider, *as part of the consent agenda*, approving Change Order No. 5 for the 39th Street North: Street and Sanitary Sewer Improvements, thereby increasing the contract amount by \$2,436.00. If removed from the consent agenda, the recommended motion for the action is as follows:

“Move to approve Change Order No. 5 for the 39th Street North: Street and Sanitary Sewer Improvements thereby increasing the contract amount by \$2,436.00.”

ATTACHMENT(S):

1. Change Order No. 5

CONTRACT CHANGE ORDER FORM

CITY OF LAKE ELMO, MINNESOTA
39TH ST N: STREET AND SANITARY SEWER IMP
PROJECT NO. 2014.131

FOCUS ENGINEERING, inc.

CHANGE ORDER NO. 5

DATE: January 7, 2016

TO: GEISLINGER & SONS, INC, 511 CENTRAL AVE S, PO BOX 437, WATKINS, MINNESOTA 55389

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

CHANGE ORDER DESCRIPTION / JUSTIFICATION:

This change order is being processed at the request of the City to remove and replace damaged concrete curb and gutter as a part of the 39th Street project. The toe of approximately 80-feet of curb was damaged over the course of winter from winter maintenance operations. This type of damage is typical along new street construction when the wear course is placed the following season, leaving a concrete edge exposed to plows. This construction technique is typical and occasionally will result in some curb replacement being required. The replacement cost is lower than the cost to place a protective bituminous ramp.

Attachments (list documents supporting change): None

ITEM	DESCRIPTION OF PAY ITEM	UNIT	QTY	UNIT PRICE	INCREASE/(DECREASE)
CO5-1	CONCRETE CURB REPLACEMENT	LF	80	\$30.45	\$2,436.00
NET CONTRACT CHANGE					\$2,436.00

Amount of Original Contract	\$	1,760,458.80
Sum of Additions/Deductions approved to date (CO Nos. 1, 2, 3, 4)	\$	315,064.00
Contract Amount to date	\$	2,075,522.80
Amount of this Change Order (ADD) (DEDUCT) (NO CHANGE)	\$	2,436.00
Revised Contract Amount	\$	2,077,958.80

The Contract Period for Final Completion will be (UNCHANGED) (INCREASED) (DECREASED) 0 days

APPROVED BY ENGINEER: FOCUS Engineering, inc.

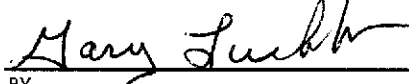


ENGINEER

1/7/2016

DATE

APPROVED BY CONTRACTOR



BY

1/7/2016

DATE

APPROVED BY OWNER: CITY OF LAKE ELMO, MINNESOTA

BY

DATE

BY

DATE



MAYOR & COUNCIL COMMUNICATION

DATE: January 19, 2016
CONSENT
ITEM # 7

AGENDA ITEM: 39th Street North: Street and Sanitary Sewer Improvements –
Compensating Change Order No. 6

SUBMITTED BY: Chad Isakson, Project Engineer

THROUGH: Clark Schroeder, Interim City Administrator

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

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

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

POLICY RECOMMENDER: Engineering.

FISCAL IMPACT: Decrease of \$91,829.54 to the final construction contract amount.

This change order reconciles the estimated and actual quantities installed on the project and decreases the final contract amount by \$91,829.54. The final construction contract amount is \$1,986,129.26.

SUMMARY AND ACTION REQUESTED:

The City Council is respectfully requested to consider approving, *as part of the consent agenda*, Compensating Change Order No. 6 for 39th Street North: Street and Sanitary Sewer Improvements to reconcile the estimated and actual quantities installed on the project. If removed from the consent agenda, the recommended motion for the action is as follows:

“Move to approve Compensating Change Order No. 6 for the 39th Street North: Street and Sanitary Sewer Improvements thereby decreasing the final contract amount by \$91,829.54.”

LEGISLATIVE HISTORY/BACKGROUND INFORMATION:

Geislinger & Sons, Inc. was awarded a construction contract on August 26, 2014 to complete the 39th Street North: Street and Sanitary Sewer Improvements. The contractor has completed the work in accordance with the contract, plans and specifications; and with approval of this change order the contract amount will be adjusted to reflect quantities actually installed as a part of the project.

The overall decrease in the current contract amount for this change order is \$91,829.54 as detailed on the attached itemization. The primary areas of decreased pay items include restoration required to complete the improvements.

RECOMMENDATION:

Staff is recommending that the City Council consider, *as part of the Consent Agenda*, approving Compensating Change Order No. 6 for the 39th Street North: Street and Sanitary Sewer Improvements thereby decreasing the final contract amount by \$91,829.54. If removed from the consent agenda, the recommended motion for this action is as follows:

“Move to approve Compensating Change Order No. 6 for the 39th Street North: Street and Sanitary Sewer Improvements thereby decreasing the final contract amount by \$91,829.54.”

ATTACHMENT(S):

1. Compensating Change Order No. 6

CONTRACT CHANGE ORDER FORM

39TH ST N: STREET AND SANITARY SEWER IMPROVEMENTS
CITY OF LAKE ELMO, MINNESOTA
PROJECT NO. 2014.131

FOCUS ENGINEERING, inc.

CHANGE ORDER NO. 6

DATE: January 7, 2016

TO: GEISLINGER & SONS, INC, 511 CENTRAL AVE S, PO BOX 437, WATKINS, MINNESOTA 55389

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

CHANGE ORDER DESCRIPTION / JUSTIFICATION:

Per the project Contract Documents the original contract amount and basis of award is established using the estimated quantities for each item of work listed in the bid schedule and multiplying them by the Contractor's corresponding unit bid price. The Contractor is paid for the actual final quantities installed on the project at the unit bid prices.

At the completion of the project, a compensating change order is prepared to revise the estimated quantities for each work item listed in the bid schedule to the actual quantities installed and the corresponding Contract Amount is revised accordingly.

This compensating change order reflects a net decrease to the contract amount by \$91,829.54. The primary areas of decreased pay items include restoration required to complete the improvements.

Attachments (list documents supporting change): Line Itemization

ITEM	DESCRIPTION OF PAY ITEM	UNIT	QTY	UNIT PRICE	INCREASE/(DECREASE)
	*See attached itemization for Change Order items				(\$91,829.54)
NET CONTRACT CHANGE					(\$91,829.54)

Amount of Original Contract	\$	1,760,458.80
Sum of Additions/Deductions approved to date (CO Nos. 1, 2, 3, 4, and 5)	\$	317,500.00
Contract Amount to date	\$	2,077,958.80
Amount of this Change Order (ADD) (DEDUCT) (NO CHANGE)	\$	(91,829.54)
Revised Contract Amount	\$	1,986,129.26

The Contract Period for Final Completion will be (UNCHANGED) (~~INCREASED~~) (~~DECREASED~~) 0 days

APPROVED BY ENGINEER: FOCUS Engineering, inc.

ENGINEER

1/7/2016

DATE

APPROVED BY CONTRACTOR

BY

DATE

APPROVED BY OWNER: CITY OF LAKE ELMO, MINNESOTA

BY

DATE

BY

DATE

COMPENSATING CHANGE ORDER NO. 6

39TH ST N: STREET AND SANITARY SEWER IMPROVEMENTS
CITY OF LAKE ELMO, MINNESOTA
PROJECT NO. 2014.131

FOCUS ENGINEERING, inc.

ITEM	DESCRIPTION OF PAY ITEM	UNIT	CONTRACT			TOTAL TO DATE		COMPENSATING CO #6	
			QUANTITY	UNIT PRICE	AMOUNT	QUANTITY	AMOUNT	NET CHANGE	AMOUNT
PART 1 - SANITARY SEWER									
1	8" PVC SANITARY SEWER, SDR 26, 20' - 25' DEEP	LF	62	\$125.00	\$7,750.00	153.0	\$19,125.00	91.00	\$11,375.00
2	10" PVC SANITARY SEWER, SDR 26, 15' - 20' DEEP	LF	1,025	\$87.00	\$89,175.00	1,054.0	\$91,698.00	29.00	\$2,523.00
3	10" PVC SANITARY SEWER, SDR 26, 20' - 25' DEEP	LF	315	\$89.00	\$28,035.00	284.0	\$25,276.00	-31.00	-\$2,759.00
4	12" PVC SANITARY SEWER, SDR 26, 15' - 20' DEEP	LF	500	\$92.00	\$46,000.00	495.0	\$45,540.00	-5.00	-\$460.00
5	12" PVC SANITARY SEWER, SDR 26, 20' - 25' DEEP	LF	630	\$94.00	\$59,220.00	632.0	\$59,408.00	2.00	\$188.00
6	10" PVC SANITARY SEWER, SDR 26, IN CASING	LF	100	\$40.00	\$4,000.00	100.0	\$4,000.00	0.00	\$0.00
7	12" PVC SANITARY SEWER, SDR 26, IN CASING	LF	120	\$45.00	\$5,400.00	120.0	\$5,400.00	0.00	\$0.00
8	20" STEEL CASING PIPE (JACK/AUGERED)	LF	100	\$525.00	\$52,500.00	100.0	\$52,500.00	0.00	\$0.00
9	24" STEEL CASING PIPE (JACK/AUGERED)	LF	120	\$535.00	\$64,200.00	120.0	\$64,200.00	0.00	\$0.00
10	PIPE FOUNDATION ROCK	LF	1,400	\$0.10	\$140.00	118.0	\$11.80	-1,282.00	-\$128.20
11	TELEVISION	LF	2,850	\$2.00	\$5,700.00	2,850.0	\$5,700.00	0.00	\$0.00
12	4" DIAMETER SANITARY SEWER MH	EA	12	\$3,000.00	\$36,000.00	12.0	\$36,000.00	0.00	\$0.00
13	4" DIAMETER EXCESS MANHOLE DEPTH	LF	140	\$125.00	\$17,500.00	117.7	\$14,712.50	-22.30	-\$2,787.50
14	10"X6" PVC WYE, SDR 26	EA	6	\$400.00	\$2,400.00	6.0	\$2,400.00	0.00	\$0.00
15	12"X6" PVC WYE, SDR 26	EA	4	\$460.00	\$1,840.00	6.0	\$2,760.00	2.00	\$920.00
16	6" PVC SCH 40 SANITARY SEWER RISER	LF	85	\$35.00	\$2,975.00	118.0	\$4,130.00	33.00	\$1,155.00
17	6" PVC SCH 40 SANITARY SEWER SERVICE	LF	400	\$32.00	\$12,800.00	389.0	\$12,448.00	-11.00	-\$352.00
18	PRECAST CONCRETE JERSEY BARRIERS AT HIGHWAY 5 JACKING PITS	LS	1	\$4,500.00	\$4,500.00	1.0	\$4,500.00	0.00	\$0.00
19	PRECAST CONCRETE JERSEY BARRIERS AT HIGHWAY 17 JACKING PITS	LS	1	\$4,500.00	\$4,500.00	1.0	\$4,500.00	0.00	\$0.00
20	CROSS EXISTING WATER SERVICE	EA	7	\$450.00	\$3,150.00	7.0	\$3,150.00	0.00	\$0.00
21	EXPLORATORY DIGGING	HR	5	\$500.00	\$2,500.00	0.0	\$0.00	-5.00	-\$2,500.00
SUBTOTAL - PART 1			\$450,285.00			\$457,459.30		\$7,174.30	
PART 2 - WATERMAIN									
1	TEMPORARY WATER SYSTEM	LS	1	\$1,500.00	\$1,500.00	1.0	\$1,500.00	0	\$0.00
2	CONNECT TO EXISTING 6" WATER MAIN	EA	3	\$900.00	\$2,700.00	1.0	\$900.00	-2	-\$1,800.00
3	CONNECT TO EXISTING 8" WATER MAIN	EA	1	\$950.00	\$950.00	1.0	\$950.00	0	\$0.00
4	CUT IN 8" X 8" TEE	EA	1	\$2,600.00	\$2,600.00	0.0	\$0.00	-1	-\$2,600.00
5	REMOVE AND DISPOSE OF EXISTING GATE VALVE & BOX	EA	3	\$1,500.00	\$4,500.00	0.0	\$0.00	-3	-\$4,500.00
6	REMOVE AND REPLACE 6" GATE VALVE & BOX	EA	4	\$3,400.00	\$13,600.00	4.0	\$13,600.00	0	\$0.00
7	REMOVE AND REPLACE 8" GATE VALVE & BOX	EA	11	\$3,900.00	\$42,900.00	10.0	\$39,000.00	-1	-\$3,900.00
8	REMOVE AND DISPOSE OF EXISTING HYDRANT	EA	5	\$760.00	\$3,800.00	3.0	\$2,280.00	-2	-\$1,520.00
9	6" DIP CL. 52 WATER MAIN	LF	70	\$46.00	\$3,220.00	30.5	\$1,403.00	-40	-\$1,817.00
10	8" DIP CL. 52 WATER MAIN	LF	30	\$53.00	\$1,590.00	88.0	\$4,664.00	58	\$3,074.00
11	6" GATE VALVE AND BOX	EA	4	\$1,450.00	\$5,800.00	1.0	\$1,450.00	-3	-\$4,350.00
12	HYDRANT	EA	5	\$4,000.00	\$20,000.00	3.0	\$12,000.00	-2	-\$8,000.00
13	VALVE BOX EXTENSION	LF	2	\$260.00	\$520.00	0.0	\$0.00	-2	-\$520.00
14	HYDRANT EXTENSION	LF	1	\$600.00	\$600.00	0.0	\$0.00	-1	-\$600.00
15	DUCTILE IRON FITTINGS	LB	100	\$10.00	\$1,000.00	94.0	\$940.00	-6	-\$60.00
SUBTOTAL - PART 2			\$105,280.00			\$78,687.00		-\$26,593.00	
PART 3 - STORM SEWER									
1	REMOVE AND DISPOSE OF EXISTING STORM SEWER	LF	910	\$10.00	\$9,100.00	902.0	\$9,020.00	-8	-\$80.00
2	REMOVE AND DISPOSE OF EXISTING STORM SEWER MANHOLE	EA	8	\$400.00	\$3,200.00	8.0	\$3,200.00	0	\$0.00
3	POTHOLE EXISTING WATER MAIN	EA	7	\$450.00	\$3,150.00	7.0	\$3,150.00	0	\$0.00
4	12" RCP STORM SEWER, CLASS 5	LF	70	\$40.00	\$2,800.00	70.0	\$2,800.00	0	\$0.00
5	15" RCP STORM SEWER, CLASS 5	LF	891	\$42.00	\$37,422.00	891.0	\$37,422.00	0	\$0.00
6	18" RCP STORM SEWER, CLASS 5	LF	236	\$45.00	\$10,620.00	236.0	\$10,620.00	0	\$0.00
7	24" RCP STORM SEWER, CLASS 4	LF	369	\$62.00	\$22,878.00	369.0	\$22,878.00	0	\$0.00
8	12" RCP FLARED END SECTION INCL TRASH GUARD	EA	2	\$900.00	\$1,800.00	2.0	\$1,800.00	0	\$0.00
9	18" RCP FLARED END SECTION INCL TRASH GUARD	EA	2	\$1,050.00	\$2,100.00	2.0	\$2,100.00	0	\$0.00
10	24" RCP FLARED END SECTION INCL TRASH GUARD	EA	1	\$1,400.00	\$1,400.00	1.0	\$1,400.00	0	\$0.00
11	RIP RAP, CLASS 3	CY	8	\$115.00	\$920.00	12.0	\$1,380.00	4	\$460.00
12	2'X3' CATCH BASIN	EA	3	\$2,100.00	\$6,300.00	3.0	\$6,300.00	0	\$0.00
13	4' DIA CATCH BASIN/MANHOLE	EA	5	\$2,500.00	\$12,500.00	5.0	\$12,500.00	0	\$0.00
14	5' DIA CATCH BASIN/MANHOLE	EA	2	\$3,600.00	\$7,200.00	2.0	\$7,200.00	0	\$0.00
15	5' DIA CATCH BASIN/MANHOLE W/ SUMP	EA	1	\$4,350.00	\$4,350.00	1.0	\$4,350.00	0	\$0.00
16	BULKHEAD 15" RCP STORM SEWER	EA	1	\$125.00	\$125.00	1.0	\$125.00	0	\$0.00
17	BULKHEAD 18" RCP STORM SEWER	EA	1	\$150.00	\$150.00	1.0	\$150.00	0	\$0.00
18	BULKHEAD 36" RCP STORM SEWER	EA	1	\$225.00	\$225.00	1.0	\$225.00	0	\$0.00
19	INLET PROTECTION	EA	12	\$175.00	\$2,100.00	3.0	\$525.00	-9	-\$1,575.00
20	INSULATION	SY	30	\$30.00	\$900.00	24.0	\$720.00	-6	-\$180.00
21	POND EXCAVATION (P)	CY	420	\$10.00	\$4,200.00	420.0	\$4,200.00	0	\$0.00
22	INFILTRATION SWALE EXCAVATION (P)	CY	675	\$10.00	\$6,750.00	0.0	\$0.00	-675	-\$6,750.00
23	SEED MIX 330 AND HYDROMULCH	SY	1600	\$2.75	\$4,400.00	0.0	\$0.00	-1,600	-\$4,400.00
SUBTOTAL - PART 3			\$144,590.00			\$132,065.00		-\$12,525.00	
PART 4 - STREET IMPROVEMENTS									
1	MOBILIZATION	LS	1	\$90,000.00	\$90,000.00	1.00	\$90,000.00	0.00	\$0.00
2	TRAFFIC CONTROL	LS	1	\$9,000.00	\$9,000.00	1.00	\$9,000.00	0.00	\$0.00

ITEM	DESCRIPTION OF PAY ITEM	UNIT	CONTRACT			TOTAL TO DATE		COMPENSATING CO #6	
			QUANTITY	UNIT PRICE	AMOUNT	QUANTITY	AMOUNT	NET CHANGE	AMOUNT
3	TEMPORARY ROCK CONSTRUCTION ENTRANCE	EA	3	\$1,200.00	\$3,600.00	1.00	\$1,200.00	-2.00	-\$2,400.00
4	CLEAR AND GRUB TREES AND BRUSH	LS	1	\$4,500.00	\$4,500.00	1.00	\$4,500.00	0.00	\$0.00
5	TEMPORARY ACCESS GRADING	LS	1	\$2,000.00	\$2,000.00	1.00	\$2,000.00	0.00	\$0.00
6	TEMPORARY ACCESS AGGREGATE BASE CLASS 5	TN	60	\$30.00	\$1,800.00	60.00	\$1,800.00	0.00	\$0.00
7	TEMPORARY ACCESS MAINTENANCE	HR	10	\$125.00	\$1,250.00	10.00	\$1,250.00	0.00	\$0.00
8	REMOVE TEMPORARY ACCESS	LS	1	\$1,500.00	\$1,500.00	1.00	\$1,500.00	0.00	\$0.00
9	REMOVE AND DISPOSE OF EXISTING CONCRETE CURB AND GUTTER	LF	290	\$6.00	\$1,740.00	290.00	\$1,740.00	0.00	\$0.00
10	REMOVE AND DISPOSE OF EXISTING BITUMINOUS PAVEMENT	SY	9160	\$2.00	\$18,320.00	9,487.00	\$18,974.00	327.00	\$654.00
11	REMOVE AND DISPOSE OF EXISTING BITUMINOUS PAVEMENT (DRIVEWAYS)	SY	335	\$4.00	\$1,340.00	300.00	\$1,200.00	-35.00	-\$140.00
12	REMOVE AND DISPOSE OF EXISTING LIGHT BASE	EA	4	\$300.00	\$1,200.00	0.00	\$0.00	-4.00	-\$1,200.00
13	SALVAGE AND REINSTALL SIGN	EA	8	\$200.00	\$1,600.00	0.00	\$0.00	-8.00	-\$1,600.00
14	SALVAGE AND REINSTALL MAIL DROPBOX	EA	1	\$250.00	\$250.00	0.00	\$0.00	-1.00	-\$250.00
15	SALVAGE AND REINSTALL RETAINING WALL	LS	1	\$7,500.00	\$7,500.00	0.00	\$0.00	-1.00	-\$7,500.00
16	SAWCUT BITUMINOUS PAVEMENT	LF	200	\$3.00	\$600.00	200.00	\$600.00	0.00	\$0.00
17	COMMON EXCAVATION (P)	CY	7750	\$9.00	\$69,750.00	7,750.00	\$69,750.00	0.00	\$0.00
18	SUBGRADE CORRECTION (EV)	CV	340	\$12.00	\$4,080.00	216.00	\$2,592.00	-124.00	-\$1,488.00
19	SUBGRADE PREPARATION	RS	24.34	\$465.00	\$11,318.10	24.34	\$11,318.10	0.00	\$0.00
20	4" PERFORATED PVC DRAIN TILE WITH AGGREGATE AND WRAP	LF	1000	\$12.00	\$12,000.00	980.00	\$11,760.00	-20.00	-\$240.00
21	AGGREGATE BASE CLASS 5	TN	6380	\$10.50	\$66,990.00	6,379.98	\$66,989.79	-0.02	-\$0.21
22	SELECT GRANULAR BORROW (P)	CY	4090	\$10.00	\$40,900.00	4,485.00	\$44,850.00	395.00	\$3,950.00
23	TYPE SP 9.5 BITUMINOUS WEARING COURSE MIXTURE (2,B) [SPWEA230B] (2015)	TN	800	\$66.50	\$53,200.00	785.36	\$52,226.44	-14.64	-\$973.56
24	TYPE SP 12.5 BITUMINOUS NON WEARING COURSE MIXTURE (2,B) [SPNWB230B]	TN	1335	\$57.75	\$77,096.25	1,290.50	\$74,526.38	-44.50	-\$2,569.88
25	BITUMINOUS MATERIAL FOR TACK COAT	GAL	565	\$2.00	\$1,130.00	325.00	\$650.00	-240.00	-\$480.00
26	ADJUST MH CASTING - STEEL RING (2015)	EA	12	\$450.00	\$5,400.00	0.00	\$0.00	-12.00	-\$5,400.00
27	ADJUST VALVE BOX (2015)	EA	20	\$250.00	\$5,000.00	0.00	\$0.00	-20.00	-\$5,000.00
28	B624 CONCRETE CURB AND GUTTER	LF	4310	\$10.77	\$46,418.70	4,465.00	\$48,088.05	155.00	\$1,669.35
29	B612 CONCRETE CURB AND GUTTER	LF	105	\$14.80	\$1,554.00	43.00	\$636.40	-62.00	-\$917.60
30	CONCRETE PEDESTRIAN RAMP	EA	12	\$420.00	\$5,040.00	12.00	\$5,040.00	0.00	\$0.00
31	5" CONCRETE SIDEWALK	SF	13110	\$3.50	\$45,885.00	12,840.00	\$44,940.00	-270.00	-\$945.00
32	8" COMMERCIAL CONCRETE DRIVEWAY PAVEMENT (HIGH EARLY)	SY	340	\$70.00	\$23,800.00	339.00	\$23,730.00	-1.00	-\$70.00
33	6" CONCRETE FLUME	SY	35	\$50.00	\$1,750.00	60.00	\$3,000.00	25.00	\$1,250.00
34	TRUNCATED DOME PANELS	SF	168	\$42.00	\$7,056.00	160.00	\$6,720.00	-8.00	-\$336.00
35	BITUMINOUS DRIVEWAY PAVEMENT	SY	105	\$50.00	\$5,250.00	160.00	\$8,000.00	55.00	\$2,750.00
36	TYPE SP 9.5 BITUMINOUS WEARING COURSE MIXTURE - TRAIL (2,B) [SPWEA230B]	TN	270	\$65.00	\$17,550.00	264.91	\$17,219.15	-5.09	-\$330.85
37	SODDING	SY	5000	\$4.25	\$21,250.00	4,295.00	\$18,253.75	-705.00	-\$2,996.25
38	IMPORT AND PLACE TOPSOIL BORROW (CV)	CY	500	\$35.00	\$17,500.00	783.00	\$27,405.00	283.00	\$9,905.00
39	SEED & EROSION CONTROL BLANKET	SY	2000	\$3.25	\$6,500.00	646.00	\$2,099.50	-1,354.00	-\$4,400.50
40	SEED & HYDROMULCH	SY	5500	\$2.15	\$11,825.00	3,806.00	\$8,182.90	-1,694.00	-\$3,642.10
41	SILT FENCE, TYPE MACHINE SLICED	LF	1000	\$1.95	\$1,950.00	0.00	\$0.00	-1,000.00	-\$1,950.00
42	SILT FENCE, TYPE FLOATING	LF	30	\$22.50	\$675.00	0.00	\$0.00	-30.00	-\$675.00
43	DITCH CHECK - BIOROLL	LF	200	\$5.75	\$1,150.00	30.00	\$172.50	-170.00	-\$977.50
44	STREET SWEEPING	HR	15	\$125.00	\$1,875.00	0.00	\$0.00	-15.00	-\$1,875.00
45	SIGN PANELS, TYPE C	SF	6	\$45.00	\$281.25	0.00	\$0.00	-6.25	-\$281.25
46	4" DOUBLE SOLID YELLOW LINE, EPOXY	LF	2270	\$1.50	\$3,405.00	2,274.00	\$3,411.00	4.00	\$6.00
47	4" SOLID WHITE LINE, EPOXY	LF	110	\$0.75	\$82.50	100.00	\$75.00	-10.00	-\$7.50
48	RIGHT TURN ARROW, TAPE	EA	1	\$845.00	\$845.00	1.00	\$845.00	0.00	\$0.00
SUBTOTAL - PART 4					\$714,706.80		\$686,244.96		-\$28,461.84
ALTERNATE NO. 1 - SANITARY SEWER SOUTH OF TH 5									
1	CLEAR AND GRUB TREES AND BRUSH	LS	1	\$4,000.00	\$4,000.00	1.0	\$4,000.00	0	\$0.00
2	REMOVE AND DISPOSE OF EXISTING STORM SEWER	LF	20	\$10.00	\$200.00	0.0	\$0.00	-20	-\$200.00
3	PATCH GRAVEL DRIVEWAY	TN	200	\$20.00	\$4,000.00	0.0	\$0.00	-200	-\$4,000.00
4	18" CMP DRIVEWAY CULVERT	LF	20	\$45.00	\$900.00	0.0	\$0.00	-20	-\$900.00
5	18" CMP FLARED END SECTION	EA	2	\$480.00	\$960.00	0.0	\$0.00	-2	-\$960.00
6	15" PVC SANITARY SEWER, SDR 26, 15' - 20' DEEP	LF	625	\$94.00	\$58,750.00	625.0	\$58,750.00	0	\$0.00
7	15" PVC SANITARY SEWER, SDR 26, 20' - 25' DEEP	LF	1255	\$96.00	\$120,480.00	1,255.0	\$120,480.00	0	\$0.00
8	14" PVC SANITARY SEWER, C905 DR 25, IN CASING	LF	164	\$40.00	\$6,560.00	164.0	\$6,560.00	0	\$0.00
9	14" PVC SANITARY SEWER, C905 DR 25, 20' - 25' DEEP	LF	20	\$76.00	\$1,520.00	20.0	\$1,520.00	0	\$0.00
10	28" STEEL CASING PIPE (JACK/AUGERED)	LF	164	\$565.00	\$92,660.00	60.0	\$33,900.00	-104	-\$58,760.00
11	PIPE FOUNDATION ROCK	LF	1000	\$0.01	\$10.00	0.0	\$0.00	-1,000	-\$10.00
12	TELEVISION	LF	2061	\$2.00	\$4,122.00	2,061.0	\$4,122.00	0	\$0.00
13	4' DIAMETER SANITARY SEWER MH	EA	8	\$3,200.00	\$25,600.00	8.0	\$25,600.00	0	\$0.00
14	4' DIAMETER EXCESS MANHOLE DEPTH	LF	115	\$125.00	\$14,375.00	109.2	\$13,650.00	-6	-\$725.00
15	SOIL DECOMPACTION	AC	5	\$1,200.00	\$6,000.00	0.0	\$0.00	-5	-\$6,000.00
16	SILT FENCE, TYPE MACHINE SLICED	LF	300	\$1.95	\$585.00	0.0	\$0.00	-300	-\$585.00
17	SEED AND BLANKET	SY	1500	\$3.25	\$4,875.00	0.0	\$0.00	-1,500	-\$4,875.00
SUBTOTAL - ALTERNATE NO. 1					\$345,597.00		\$268,582.00		-\$77,015.00
TOTALS - BASE CONTRACT					\$1,760,458.80		\$1,623,038.26		-\$137,420.54
CHANGE ORDER NO. 1									
CO1-1	CONNECT TO EXISTING 6" WATER MAIN	EA	-2.0	\$900.00	-\$1,800.00	0.0	\$0.00	2	\$1,800.00
CO1-2	CONNECT TO EXISTING 8" WATER MAIN	EA	2.0	\$950.00	\$1,900.00	2.0	\$1,900.00	0	\$0.00
CO1-3	CONNECT TO EXISTING 16" WATER MAIN	EA	1.0	\$1,600.00	\$1,600.00	1.0	\$1,600.00	0	\$0.00
CO1-4	CUT IN 8" X 8" TEE	EA	-1.0	\$2,600.00	-\$2,600.00	0.0	\$0.00	1	\$2,600.00
CO1-5	REMOVE AND DISPOSE OF EXISTING 8" WATER MAIN	LF	875.0	\$6.00	\$5,250.00	884.0	\$5,304.00	9	\$54.00

ITEM	DESCRIPTION OF PAY ITEM	UNIT	CONTRACT			TOTAL TO DATE		COMPENSATING CO #6	
			QUANTITY	UNIT PRICE	AMOUNT	QUANTITY	AMOUNT	NET CHANGE	AMOUNT
CO1-6	REMOVE AND DISPOSE OF EXISTING GATE VALVE & BOX	EA	1.0	\$1,500.00	\$1,500.00	1.0	\$1,500.00	0	\$0.00
CO1-7	16" DIP CL. 51 WATER MAIN	LF	875.0	\$69.00	\$60,375.00	875.0	\$60,375.00	0	\$0.00
CO1-8	8" GATE VALVE AND BOX	EA	2.0	\$1,700.00	\$3,400.00	2.0	\$3,400.00	0	\$0.00
CO1-9	16" BUTTERFLY VALVE AND BOX	EA	2.0	\$3,000.00	\$6,000.00	2.0	\$6,000.00	0	\$0.00
CO1-10	DUCTILE IRON FITTINGS	LB	2,680.0	\$10.00	\$26,800.00	2,525.0	\$25,250.00	-155	-\$1,550.00
CO1-11	8" DIP CL. 52 WATER MAIN	LF	10.0	\$53.00	\$530.00	9.0	\$477.00	-1	-\$53.00
CO1-12	10" HDPE DR 11 WATERMAIN INSTALLED BY DIRECTIONAL DRILL	LF	90.0	\$178.00	\$16,020.00	0.0	\$0.00	-90	-\$16,020.00
TOTALS - CHANGE ORDER NO. 1					\$118,975.00		\$105,806.00		-\$13,169.00
CHANGE ORDER NO. 2									
CO2-1	MANHOLE CORE DRILL	LS	1.0	\$3,825.00	\$3,825.00	1.0	\$3,825.00	0	\$0.00
CO2-2	GEOTEXTILE FABRIC	SY	9,940.0	\$1.85	\$18,389.00	9,940.0	\$18,389.00	0	\$0.00
TOTALS - CHANGE ORDER NO. 2					\$22,214.00		\$22,214.00		\$0.00
CHANGE ORDER NO. 3									
CO3-1	30-INCH CASING PIPE - PIPE HAMMER	LS	1.0	\$19,435.00	\$19,435.00	1.0	\$19,435.00	0	\$0.00
TOTALS - CHANGE ORDER NO. 3					\$19,435.00		\$19,435.00		\$0.00
CHANGE ORDER NO. 4									
CO4-1	48-INCH CASING PIPE	LF	164.0	\$1,300.00	\$213,200.00	164.0	\$213,200.00	0	\$0.00
CO4-2	DEDUCT 28-INCH CASING PIPE (NOT INSTALLED)	LF	-104.0	\$565.00	-\$58,760.00	0.0	\$0.00	104	\$58,760.00
TOTALS - CHANGE ORDER NO. 4					\$154,440.00		\$213,200.00		\$58,760.00
CHANGE ORDER NO. 5									
CO5-1	CONCRETE CURB REPLACEMENT	LF	80.0	\$30.45	\$2,436.00	80.0	\$2,436.00	0	\$0.00
TOTALS - CHANGE ORDER NO. 5					\$2,436.00		\$2,436.00		\$0.00
TOTALS - DIFFERENCE IN CONTRACT AND ACTUAL WORK COMPLETE					\$2,077,958.80		\$1,986,129.26		-\$91,829.54



MAYOR & COUNCIL COMMUNICATION

DATE: January 19, 2016
CONSENT
ITEM # 8

AGENDA ITEM: 39th Street North: Street and Sanitary Sewer Improvements – Pay Request No. 8 (Final)

SUBMITTED BY: Chad Isakson, Project Engineer

THROUGH: Clark Schroeder, Interim City Administrator

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

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

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

POLICY RECOMMENDER: Engineering.

FISCAL IMPACT:

None. Final payment is proposed in accordance with the approved Contract and change orders for the project.

SUMMARY AND ACTION REQUESTED:

The City Council is respectfully requested to consider approving Pay Request No. 8 (Final) for the 39th Street North: Street and Sanitary Sewer Improvements project. The work has been reviewed by the Engineer and is fully completed in accordance with the Contract and Specifications and Change Orders. If removed from the consent agenda, the recommended motion for the action is as follows:

“Move to approve Pay Request No. 8 (Final) to Geislinger & Sons Inc. in the amount of \$112,643.57 for the 39th Street North: Street and Sanitary Sewer Improvements”.

LEGISLATIVE HISTORY/BACKGROUND INFORMATION:

Geislinger & Sons Inc., the Contractor for the project, has completed the 39th Street North: Street and Sanitary Sewer Improvements in accordance with the construction contract awarded by the council on August 26, 2014. The Project Engineer has prepared a Certificate of Completion indicating that all work is completed including all punchlist items and is recommending the acceptance of the improvements and release of final retainage. Project acceptance will initiate the one-year warranty period for the improvements. The one-year warranty will begin on January 19, 2016 and will extend through January 18, 2017.

The final total project costs came in \$29,063 over budget or about 1.3% over. This is a favorable result given that we experienced a \$154,440 change order due to the sewer crossing difficulties at the UP railroad. At the time of that change order, staff reported that the project would likely come in at \$111,325 over budget.

Final payment will be made to the Contractor, including the release of all retained funds, upon receipt from the Contractor of all lien waivers, consent of surety, and IC-134 forms.

RECOMMENDATION:

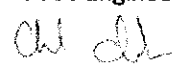
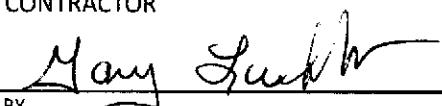
Staff is recommending that the City Council consider approving, *as part of the Consent Agenda*, Pay Request No. 8 (Final) for the 39th Street North: Street and Sanitary Sewer Improvements project. If removed from the consent agenda, the recommended motion for the action is as follows:

“Move to approve Pay Request No. 8 (Final) to Geislinger & Sons Inc. in the amount of \$112,643.57, for the 39th Street North: Street and Sanitary Sewer Improvements”.

ATTACHMENT(S):

1. Certificate of Completion.
2. Partial Pay Estimate No. 8 (Final).

PROJECT PAY FORM

PARTIAL PAY ESTIMATE NO. <u>8 (Final)</u>		FOCUS ENGINEERING, inc.	
39TH ST N: STREET AND SANITARY SEWER IMPROVEMENTS PROJECT NO. 2014.131		PERIOD OF ESTIMATE FROM <u>9/25/2015</u> TO <u>1/6/2016</u>	
PROJECT OWNER: CITY OF LAKE ELMO 3800 LAVERNE AVENUE NORTH LAKE ELMO, MN 55042 ATTN: JACK GRIFFIN, CITY ENGINEER		CONTRACTOR: GEISLINGER & SONS, INC. 511 CENTRAL AVE S, PO BOX 437 WATKINS, MINNESOTA 55389 ATTN: GARY LUEBBEN, PROJECT MANAGER	
CONTRACT CHANGE ORDER SUMMARY		PAY ESTIMATE SUMMARY	
No.	Approval Date	Amount	
		Additions	Deductions
1	9/16/2014	\$118,975.00	
2	2/3/2015	\$22,214.00	
3	2/24/2015	\$19,435.00	
4	4/7/2015	\$154,440.00	
5	1/19/2016	\$2,436.00	
6	1/19/2016		\$91,829.54
TOTALS		\$317,500.00	\$91,829.54
NET CHANGE		\$225,670.46	
CONTRACT TIME			
START DATE: <u>9/2/2014</u>		ORIGINAL DAYS <u>347</u>	ON SCHEDULE YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>
SUBSTANTIAL COMPLETION: <u>6/30/2015</u>		REVISED DAYS <u>0</u>	
FINAL COMPLETION: <u>8/15/2015</u>		REMAINING <u>-144</u>	
ENGINEER'S CERTIFICATION: The undersigned certifies that the work has been reviewed and to the best of their knowledge and belief, the quantities shown in this estimate are correct and the work has been performed in accordance with the contract documents.		FOCUS Engineering, inc.  _____ ENGINEER <u>1/7/2016</u> _____ DATE	
CONTRACTOR'S CERTIFICATION: The undersigned Contractor certifies that to the best of their knowledge, information and belief the work covered by this payment estimate has been completed in accordance with the contract documents, that all amounts have been paid by the contractor for work for which previous payment estimates was issued and payments received from the owner, and that current payment shown herein is now due.		CONTRACTOR  BY <u>1/7/2016</u> _____ DATE	
APPROVED BY OWNER: CITY OF LAKE ELMO, MINNESOTA			
BY _____		BY _____	
DATE _____		DATE _____	

PARTIAL PAY ESTIMATE NO. 8 (Final)

39TH ST N: STREET AND SANITARY SEWER IMPROVEMENTS
CITY OF LAKE ELMO, MINNESOTA
PROJECT NO. 2014.131



ITEM	DESCRIPTION OF PAY ITEM	UNIT	CONTRACT			THIS PERIOD		TOTAL TO DATE	
			QUANTITY	UNIT PRICE	AMOUNT	QUANTITY	AMOUNT	QUANTITY	AMOUNT
PART 1 - SANITARY SEWER									
1	8" PVC SANITARY SEWER, SDR 26, 20' - 25' DEEP	LF	62	\$125.00	\$7,750.00	0	\$0.00	153.00	\$19,125.00
2	10" PVC SANITARY SEWER, SDR 26, 15' - 20' DEEP	LF	1,025	\$87.00	\$89,175.00	0	\$0.00	1,054.00	\$91,698.00
3	10" PVC SANITARY SEWER, SDR 26, 20' - 25' DEEP	LF	315	\$89.00	\$28,035.00	0	\$0.00	284	\$25,276.00
4	12" PVC SANITARY SEWER, SDR 26, 15' - 20' DEEP	LF	500	\$92.00	\$46,000.00	0	\$0.00	495	\$45,540.00
5	12" PVC SANITARY SEWER, SDR 26, 20' - 25' DEEP	LF	630	\$94.00	\$59,220.00	0	\$0.00	632	\$59,408.00
6	10" PVC SANITARY SEWER, SDR 26, IN CASING	LF	100	\$40.00	\$4,000.00	0	\$0.00	100	\$4,000.00
7	12" PVC SANITARY SEWER, SDR 26, IN CASING	LF	120	\$45.00	\$5,400.00	0	\$0.00	120	\$5,400.00
8	20" STEEL CASING PIPE (JACK/AUGERED)	LF	100	\$525.00	\$52,500.00	0	\$0.00	100	\$52,500.00
9	24" STEEL CASING PIPE (JACK/AUGERED)	LF	120	\$535.00	\$64,200.00	0	\$0.00	120	\$64,200.00
10	PIPE FOUNDATION ROCK	LF	1,400	\$0.10	\$140.00	0	\$0.00	118	\$11.80
11	TELEVISION	LF	2,850	\$2.00	\$5,700.00	2,850	\$5,700.00	2,850	\$5,700.00
12	4' DIAMETER SANITARY SEWER MH	EA	12	\$3,000.00	\$36,000.00	0	\$0.00	12	\$36,000.00
13	4' DIAMETER EXCESS MANHOLE DEPTH	LF	140	\$125.00	\$17,500.00	0	\$0.00	117.7	\$14,712.50
14	10"X6" PVC WYE, SDR 26	EA	6	\$400.00	\$2,400.00	0	\$0.00	6	\$2,400.00
15	12"X6" PVC WYE, SDR 26	EA	4	\$460.00	\$1,840.00	0	\$0.00	6	\$2,760.00
16	6" PVC SCH 40 SANITARY SEWER RISER	LF	85	\$35.00	\$2,975.00	0	\$0.00	118	\$4,130.00
17	6" PVC SCH 40 SANITARY SEWER SERVICE	LF	400	\$32.00	\$12,800.00	0	\$0.00	389	\$12,448.00
18	PRECAST CONCRETE JERSEY BARRIERS AT HIGHWAY 5 JACKING PITS	LS	1	\$4,500.00	\$4,500.00	0	\$0.00	1	\$4,500.00
19	PRECAST CONCRETE JERSEY BARRIERS AT HIGHWAY 17 JACKING PITS	LS	1	\$4,500.00	\$4,500.00	0	\$0.00	1	\$4,500.00
20	CROSS EXISTING WATER SERVICE	EA	7	\$450.00	\$3,150.00	0	\$0.00	7	\$3,150.00
21	EXPLORATORY DIGGING	HR	5	\$500.00	\$2,500.00	0	\$0.00	0	\$0.00
SUBTOTAL - PART 1			\$450,285.00			\$5,700.00		\$457,459.30	
PART 2 - WATERMAIN									
1	TEMPORARY WATER SYSTEM	LS	1	\$1,500.00	\$1,500.00	0	\$0.00	1	\$1,500.00
2	CONNECT TO EXISTING 6" WATER MAIN	EA	3	\$900.00	\$2,700.00	0	\$0.00	1	\$900.00
3	CONNECT TO EXISTING 8" WATER MAIN	EA	1	\$950.00	\$950.00	0	\$0.00	1	\$950.00
4	CUT IN 8" X 8" TEE	EA	1	\$2,600.00	\$2,600.00	0	\$0.00	0	\$0.00
5	REMOVE AND DISPOSE OF EXISTING GATE VALVE & BOX	EA	3	\$1,500.00	\$4,500.00	0	\$0.00	0	\$0.00
6	REMOVE AND REPLACE 6" GATE VALVE & BOX	EA	4	\$3,400.00	\$13,600.00	0	\$0.00	4	\$13,600.00
7	REMOVE AND REPLACE 8" GATE VALVE & BOX	EA	11	\$3,900.00	\$42,900.00	0	\$0.00	10	\$39,000.00
8	REMOVE AND DISPOSE OF EXISTING HYDRANT	EA	5	\$760.00	\$3,800.00	0	\$0.00	3	\$2,280.00
9	6" DIP CL. 52 WATER MAIN	LF	70	\$46.00	\$3,220.00	0	\$0.00	30.5	\$1,403.00
10	8" DIP CL. 52 WATER MAIN	LF	30	\$53.00	\$1,590.00	0	\$0.00	88	\$4,664.00
11	6" GATE VALVE AND BOX	EA	4	\$1,450.00	\$5,800.00	0	\$0.00	1	\$1,450.00
12	HYDRANT	EA	5	\$4,000.00	\$20,000.00	0	\$0.00	3	\$12,000.00
13	VALVE BOX EXTENSION	LF	2	\$260.00	\$520.00	0	\$0.00	0	\$0.00
14	HYDRANT EXTENSION	LF	1	\$600.00	\$600.00	0	\$0.00	0	\$0.00
15	DUCTILE IRON FITTINGS	LB	100	\$10.00	\$1,000.00	0	\$0.00	94	\$940.00
SUBTOTAL - PART 2			\$105,280.00			\$0.00		\$78,687.00	
PART 3 - STORM SEWER									
1	REMOVE AND DISPOSE OF EXISTING STORM SEWER	LF	910	\$10.00	\$9,100.00	0	\$0.00	902	\$9,020.00
2	REMOVE AND DISPOSE OF EXISTING STORM SEWER MANHOLE	EA	8	\$400.00	\$3,200.00	0	\$0.00	8	\$3,200.00
3	POTHOLE EXISTING WATER MAIN	EA	7	\$450.00	\$3,150.00	0	\$0.00	7	\$3,150.00
4	12" RCP STORM SEWER, CLASS 5	LF	70	\$40.00	\$2,800.00	0	\$0.00	70	\$2,800.00
5	15" RCP STORM SEWER, CLASS 5	LF	891	\$42.00	\$37,422.00	0	\$0.00	891	\$37,422.00
6	18" RCP STORM SEWER, CLASS 5	LF	236	\$45.00	\$10,620.00	0	\$0.00	236	\$10,620.00
7	24" RCP STORM SEWER, CLASS 4	LF	369	\$62.00	\$22,878.00	0	\$0.00	369	\$22,878.00
8	12" RCP FLARED END SECTION INCL TRASH GUARD	EA	2	\$900.00	\$1,800.00	0	\$0.00	2	\$1,800.00
9	18" RCP FLARED END SECTION INCL TRASH GUARD	EA	2	\$1,050.00	\$2,100.00	0	\$0.00	2	\$2,100.00
10	24" RCP FLARED END SECTION INCL TRASH GUARD	EA	1	\$1,400.00	\$1,400.00	0	\$0.00	1	\$1,400.00
11	RIP RAP, CLASS 3	CY	8	\$115.00	\$920.00	0	\$0.00	12	\$1,380.00
12	2'X3' CATCH BASIN	EA	3	\$2,100.00	\$6,300.00	0	\$0.00	3	\$6,300.00
13	4' DIA CATCH BASIN/MANHOLE	EA	5	\$2,500.00	\$12,500.00	0	\$0.00	5	\$12,500.00
14	5' DIA CATCH BASIN/MANHOLE	EA	2	\$3,600.00	\$7,200.00	0	\$0.00	2	\$7,200.00
15	5' DIA CATCH BASIN/MANHOLE W/ SUMP	EA	1	\$4,350.00	\$4,350.00	0	\$0.00	1	\$4,350.00
16	BULKHEAD 15" RCP STORM SEWER	EA	1	\$125.00	\$125.00	0	\$0.00	1	\$125.00
17	BULKHEAD 18" RCP STORM SEWER	EA	1	\$150.00	\$150.00	0	\$0.00	1	\$150.00
18	BULKHEAD 36" RCP STORM SEWER	EA	1	\$225.00	\$225.00	0	\$0.00	1	\$225.00
19	INLET PROTECTION	EA	12	\$175.00	\$2,100.00	0	\$0.00	3	\$525.00
20	INSULATION	SY	30	\$30.00	\$900.00	0	\$0.00	24	\$720.00
21	POND EXCAVATION (P)	CY	420	\$10.00	\$4,200.00	0	\$0.00	420	\$4,200.00
22	INFILTRATION SWALE EXCAVATION (P)	CY	675	\$10.00	\$6,750.00	0	\$0.00	0	\$0.00
23	SEED MIX 330 AND HYDROMULCH	SY	1600	\$2.75	\$4,400.00	0	\$0.00	0	\$0.00
SUBTOTAL - PART 3			\$144,590.00			\$0.00		\$132,065.00	
PART 4 - STREET IMPROVEMENTS									
1	MOBILIZATION	LS	1	\$90,000.00	\$90,000.00	0.00	\$0.00	1.00	\$90,000.00
2	TRAFFIC CONTROL	LS	1	\$9,000.00	\$9,000.00	0.00	\$0.00	1.00	\$9,000.00

ITEM	DESCRIPTION OF PAY ITEM	UNIT	CONTRACT			THIS PERIOD		TOTAL TO DATE	
			QUANTITY	UNIT PRICE	AMOUNT	QUANTITY	AMOUNT	QUANTITY	AMOUNT
3	TEMPORARY ROCK CONSTRUCTION ENTRANCE	EA	3	\$1,200.00	\$3,600.00	0.00	\$0.00	1.00	\$1,200.00
4	CLEAR AND GRUB TREES AND BRUSH	LS	1	\$4,500.00	\$4,500.00	0.00	\$0.00	1.00	\$4,500.00
5	TEMPORARY ACCESS GRADING	LS	1	\$2,000.00	\$2,000.00	0.00	\$0.00	1.00	\$2,000.00
6	TEMPORARY ACCESS AGGREGATE BASE CLASS 5	TN	60	\$30.00	\$1,800.00	0.00	\$0.00	60.00	\$1,800.00
7	TEMPORARY ACCESS MAINTENANCE	HR	10	\$125.00	\$1,250.00	0.00	\$0.00	10.00	\$1,250.00
8	REMOVE TEMPORARY ACCESS	LS	1	\$1,500.00	\$1,500.00	0.00	\$0.00	1.00	\$1,500.00
9	REMOVE AND DISPOSE OF EXISTING CONCRETE CURB AND GUTTER	LF	290	\$6.00	\$1,740.00	0.00	\$0.00	290.00	\$1,740.00
10	REMOVE AND DISPOSE OF EXISTING BITUMINOUS PAVEMENT	SY	9160	\$2.00	\$18,320.00	0.00	\$0.00	9,487.00	\$18,974.00
11	REMOVE AND DISPOSE OF EXISTING BITUMINOUS PAVEMENT (DRIVEWA	SY	335	\$4.00	\$1,340.00	0.00	\$0.00	300.00	\$1,200.00
12	REMOVE AND DISPOSE OF EXISTING LIGHT BASE	EA	4	\$300.00	\$1,200.00	0.00	\$0.00	0.00	\$0.00
13	SALVAGE AND REINSTALL SIGN	EA	8	\$200.00	\$1,600.00	0.00	\$0.00	0.00	\$0.00
14	SALVAGE AND REINSTALL MAIL DROPBOX	EA	1	\$250.00	\$250.00	0.00	\$0.00	0.00	\$0.00
15	SALVAGE AND REINSTALL RETAINING WALL	LS	1	\$7,500.00	\$7,500.00	0.00	\$0.00	0.00	\$0.00
16	SAWCUT BITUMINOUS PAVEMENT	LF	200	\$3.00	\$600.00	0.00	\$0.00	200.00	\$600.00
17	COMMON EXCAVATION (P)	CY	7750	\$9.00	\$69,750.00	0.00	\$0.00	7,750.00	\$69,750.00
18	SUBGRADE CORRECTION (EV)	CY	340	\$12.00	\$4,080.00	0.00	\$0.00	216.00	\$2,592.00
19	SUBGRADE PREPARATION	RS	24.34	\$465.00	\$11,318.10	0.00	\$0.00	24.34	\$11,318.10
20	4" PERFORATED PVC DRAIN TILE WITH AGGREGATE AND WRAP	LF	1000	\$12.00	\$12,000.00	0.00	\$0.00	980.00	\$11,760.00
21	AGGREGATE BASE CLASS 5	TN	6380	\$10.50	\$66,990.00	0.00	\$0.00	6,379.98	\$66,989.79
22	SELECT GRANULAR BORROW (P)	CY	4090	\$10.00	\$40,900.00	0.00	\$0.00	4,485.00	\$44,850.00
23	TYPE SP 9.5 BITUMINOUS WEARING COURSE MIXTURE (2,B) [SPWEA230B	TN	800	\$66.50	\$53,200.00	0.00	\$0.00	785.36	\$52,226.44
24	TYPE SP 12.5 BITUMINOUS NON WEARING COURSE MIXTURE (2,B) [SPNM	TN	1335	\$57.75	\$77,096.25	0.00	\$0.00	1,290.50	\$74,526.38
25	BITUMINOUS MATERIAL FOR TACK COAT	GAL	565	\$2.00	\$1,130.00	0.00	\$0.00	325.00	\$650.00
26	ADJUST MH CASTING - STEEL RING (2015)	EA	12	\$450.00	\$5,400.00	0.00	\$0.00	0.00	\$0.00
27	ADJUST VALVE BOX (2015)	EA	20	\$250.00	\$5,000.00	0.00	\$0.00	0.00	\$0.00
28	B624 CONCRETE CURB AND GUTTER	LF	4310	\$10.77	\$46,418.70	0.00	\$0.00	4,465.00	\$48,088.05
29	B612 CONCRETE CURB AND GUTTER	LF	105	\$14.80	\$1,554.00	0.00	\$0.00	43.00	\$636.40
30	CONCRETE PEDESTRIAN RAMP	EA	12	\$420.00	\$5,040.00	0.00	\$0.00	12.00	\$5,040.00
31	5" CONCRETE SIDEWALK	SF	13110	\$3.50	\$45,885.00	0.00	\$0.00	12,840.00	\$44,940.00
32	8" COMMERCIAL CONCRETE DRIVEWAY PAVEMENT (HIGH EARLY)	SY	340	\$70.00	\$23,800.00	8.00	\$560.00	339.00	\$23,730.00
33	6" CONCRETE FLUME	SY	35	\$50.00	\$1,750.00	0.00	\$0.00	60.00	\$3,000.00
34	TRUNCATED DOME PANELS	SF	168	\$42.00	\$7,056.00	0.00	\$0.00	160.00	\$6,720.00
35	BITUMINOUS DRIVEWAY PAVEMENT	SY	105	\$50.00	\$5,250.00	0.00	\$0.00	160.00	\$8,000.00
36	TYPE SP 9.5 BITUMINOUS WEARING COURSE MIXTURE - TRAIL (2,B) [SPW	TN	270	\$65.00	\$17,550.00	0.00	\$0.00	264.91	\$17,219.15
37	SODDING	SY	5000	\$4.25	\$21,250.00	132.00	\$561.00	4,295.00	\$18,253.75
38	IMPORT AND PLACE TOPSOIL BORROW (CV)	CY	500	\$35.00	\$17,500.00	0.00	\$0.00	783.00	\$27,405.00
39	SEED & EROSION CONTROL BLANKET	SY	2000	\$3.25	\$6,500.00	0.00	\$0.00	646.00	\$2,099.50
40	SEED & HYDROMULCH	SY	5500	\$2.15	\$11,825.00	307.00	\$660.05	3,806.00	\$8,182.90
41	SILT FENCE, TYPE MACHINE SLICED	LF	1000	\$1.95	\$1,950.00	0.00	\$0.00	0.00	\$0.00
42	SILT FENCE, TYPE FLOATING	LF	30	\$22.50	\$675.00	0.00	\$0.00	0.00	\$0.00
43	DITCH CHECK - BIOROLL	LF	200	\$5.75	\$1,150.00	0.00	\$0.00	30.00	\$172.50
44	STREET SWEEPING	HR	15	\$125.00	\$1,875.00	0.00	\$0.00	0.00	\$0.00
45	SIGN PANELS, TYPE C	SF	6	\$45.00	\$281.25	0.00	\$0.00	0.00	\$0.00
46	4" DOUBLE SOLID YELLOW LINE, EPOXY	LF	2270	\$1.50	\$3,405.00	0.00	\$0.00	2,274.00	\$3,411.00
47	4" SOLID WHITE LINE, EPOXY	LF	110	\$0.75	\$82.50	0.00	\$0.00	100.00	\$75.00
48	RIGHT TURN ARROW, TAPE	EA	1	\$845.00	\$845.00	0.00	\$0.00	1.00	\$845.00
SUBTOTAL - PART 4					\$714,706.80		\$1,781.05		\$686,244.96
ALTERNATE NO. 1 - SANITARY SEWER SOUTH OF TH 5									
1	CLEAR AND GRUB TREES AND BRUSH	LS	1	\$4,000.00	\$4,000.00	0	\$0.00	1	\$4,000.00
2	REMOVE AND DISPOSE OF EXISTING STORM SEWER	LF	20	\$10.00	\$200.00	0	\$0.00	0	\$0.00
3	PATCH GRAVEL DRIVEWAY	TN	200	\$20.00	\$4,000.00	0	\$0.00	0	\$0.00
4	18" CMP DRIVEWAY CULVERT	LF	20	\$45.00	\$900.00	0	\$0.00	0	\$0.00
5	18" CMP FLARED END SECTION	EA	2	\$480.00	\$960.00	0	\$0.00	0	\$0.00
6	15" PVC SANITARY SEWER, SDR 26, 15' - 20' DEEP	LF	625	\$94.00	\$58,750.00	0	\$0.00	625	\$58,750.00
7	15" PVC SANITARY SEWER, SDR 26, 20' - 25' DEEP	LF	1255	\$96.00	\$120,480.00	0	\$0.00	1,255	\$120,480.00
8	14" PVC SANITARY SEWER, C905 DR 25, IN CASING	LF	164	\$40.00	\$6,560.00	0	\$0.00	164	\$6,560.00
9	14" PVC SANITARY SEWER, C905 DR 25, 20' - 25' DEEP	LF	20	\$76.00	\$1,520.00	0	\$0.00	20	\$1,520.00
10	28" STEEL CASING PIPE (JACK/AUGERED)	LF	164	\$565.00	\$92,660.00	0	\$0.00	60	\$33,900.00
11	PIPE FOUNDATION ROCK	LF	1000	\$0.01	\$10.00	0	\$0.00	0	\$0.00
12	TELEVISIONING	LF	2061	\$2.00	\$4,122.00	2,061	\$4,122.00	2,061	\$4,122.00
13	4' DIAMETER SANITARY SEWER MH	EA	8	\$3,200.00	\$25,600.00	0	\$0.00	8	\$25,600.00
14	4' DIAMETER EXCESS MANHOLE DEPTH	LF	115	\$125.00	\$14,375.00	0	\$0.00	109.2	\$13,650.00
15	SOIL DECOMPACTION	AC	5	\$1,200.00	\$6,000.00	0	\$0.00	0	\$0.00
16	SILT FENCE, TYPE MACHINE SLICED	LF	300	\$1.95	\$585.00	0	\$0.00	0	\$0.00
17	SEED AND BLANKET	SY	1500	\$3.25	\$4,875.00	0	\$0.00	0	\$0.00
SUBTOTAL - ALTERNATE NO. 1					\$345,597.00		\$4,122.00		\$268,582.00

TOTALS - BASE CONTRACT
\$1,760,458.80
\$11,603.05
\$1,623,038.26
CHANGE ORDER NO. 1

CO1-1	CONNECT TO EXISTING 6" WATER MAIN	EA	-2.0	\$900.00	-\$1,800.00	0	\$0.00	0	\$0.00
CO1-2	CONNECT TO EXISTING 8" WATER MAIN	EA	2.0	\$950.00	\$1,900.00	0	\$0.00	2	\$1,900.00
CO1-3	CONNECT TO EXISTING 16" WATER MAIN	EA	1.0	\$1,600.00	\$1,600.00	0	\$0.00	1	\$1,600.00
CO1-4	CUT IN 8" X 8" TEE	EA	-1.0	\$2,600.00	-\$2,600.00	0	\$0.00	0	\$0.00
CO1-5	REMOVE AND DISPOSE OF EXISTING 8" WATER MAIN	LF	875.0	\$6.00	\$5,250.00	0	\$0.00	884	\$5,304.00

ITEM	DESCRIPTION OF PAY ITEM	UNIT	CONTRACT			THIS PERIOD		TOTAL TO DATE	
			QUANTITY	UNIT PRICE	AMOUNT	QUANTITY	AMOUNT	QUANTITY	AMOUNT
CO1-6	REMOVE AND DISPOSE OF EXISTING GATE VALVE & BOX	EA	1.0	\$1,500.00	\$1,500.00	0	\$0.00	1	\$1,500.00
CO1-7	16" DIP CL. 51 WATER MAIN	LF	875.0	\$69.00	\$60,375.00	0	\$0.00	875	\$60,375.00
CO1-8	8" GATE VALVE AND BOX	EA	2.0	\$1,700.00	\$3,400.00	0	\$0.00	2	\$3,400.00
CO1-9	16" BUTTERFLY VALVE AND BOX	EA	2.0	\$3,000.00	\$6,000.00	0	\$0.00	2	\$6,000.00
CO1-10	DUCTILE IRON FITTINGS	LB	2,680.0	\$10.00	\$26,800.00	0	\$0.00	2,525	\$25,250.00
CO1-11	8" DIP CL. 52 WATER MAIN	LF	10.0	\$53.00	\$530.00	0	\$0.00	9	\$477.00
CO1-12	10" HDPE DR 11 WATERMAIN INSTALLED BY DIRECTIONAL DRILL	LF	90.0	\$178.00	\$16,020.00	0	\$0.00	0	\$0.00
TOTALS - CHANGE ORDER NO. 1					\$118,975.00		\$0.00		\$105,806.00
CHANGE ORDER NO. 2									
CO2-1	MANHOLE CORE DRILL	LS	1.0	\$3,825.00	\$3,825.00	0	\$0.00	1	\$3,825.00
CO2-2	GEOTEXTILE FABRIC	SY	9,940.0	\$1.85	\$18,389.00	0	\$0.00	9,940	\$18,389.00
TOTALS - CHANGE ORDER NO. 2					\$22,214.00		\$0.00		\$22,214.00
CHANGE ORDER NO. 3									
CO3-1	30-INCH CASING PIPE - PIPE HAMMER	LS	1.0	\$19,435.00	\$19,435.00	0	\$0.00	1	\$19,435.00
TOTALS - CHANGE ORDER NO. 3					\$19,435.00		\$0.00		\$19,435.00
CHANGE ORDER NO. 4									
CO4-1	48-INCH CASING PIPE	LF	164.0	\$1,300.00	\$213,200.00	0	\$0.00	164	\$213,200.00
CO4-2	DEDUCT 28-INCH CASING PIPE (NOT INSTALLED)	LF	-104.0	\$565.00	-\$58,760.00	0	\$0.00	0	\$0.00
TOTALS - CHANGE ORDER NO. 4					\$154,440.00		\$0.00		\$213,200.00
CHANGE ORDER NO. 5									
CO5-1	CONCRETE CURB REPLACEMENT	LF	80.0	\$30.45	\$2,436.00	80	\$2,436.00	80	\$2,436.00
TOTALS - CHANGE ORDER NO. 5					\$2,436.00		\$2,436.00		\$2,436.00
COMPENSATING CHANGE ORDER NO. 6									
CO6-1	COMPENSATING CHANGE ORDER	LS	1.0	-\$91,829.54	-\$91,829.54	0	\$0.00	0	\$0.00
TOTALS - COMPENSATING CHANGE ORDER NO. 6					-\$91,829.54		\$0.00		\$0.00
TOTALS - REVISED CONTRACT					\$1,986,129.26		\$14,039.05		\$1,986,129.26

CERTIFICATE OF COMPLETION

DATE OF ISSUANCE: **JANUARY 19, 2016**

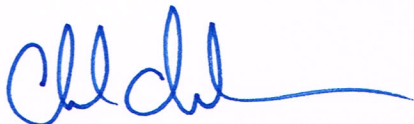
OWNER:	CITY OF LAKE ELMO, MN
CONTRACTOR:	GEISLINGER & SONS, INC.
PROJECT NAME:	39 TH STREET NORTH: STREET AND SANITARY SEWER IMPROVEMENTS
PROJECT NO.:	2014.131

- ☒ This Certification of Completion applies to all work under the Contract Documents
☐ This Certification of Completion applies to the following specified parts of the Contract Documents

I do hereby certify that the work to which this Certificate applies has been constructed in accordance with the Contract dated **AUGUST 26, 2014**. The above-mentioned improvement is hereby declared to be complete and acceptance of this work is recommended.

DATE OF COMPLETION: JANUARY 19, 2016

Chad Isakson Reg. No. 49028



FOCUS Engineering, Inc.

THE WARRANTY PERIOD BEGINS JAN. 19, 2016 AND ENDS JAN. 18, 2017



MAYOR & COUNCIL COMMUNICATION

DATE: January 19, 2016
CONSENT
ITEM # 9

AGENDA ITEM: Village East Trunk Utility Improvements – Approve Security Reduction.

SUBMITTED BY: Jack Griffin, City Engineer

THROUGH: Clark Schroeder, Interim City Administrator

REVIEWED BY: Stephen Wensman, City Planner
Cathy Bendel, Finance Director

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

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

POLICY RECOMMENDER: Engineering.

FISCAL IMPACT:

It is the City's goal to retain at all times during the subdivision improvements a security amount that is adequate to ensure completion of all elements of the improvements as protection to the City tax payers against the potential of developer default. With this reduction the remaining security amount held by the City will be \$381,003.50 which remains sufficient to complete the remaining improvements.

SUMMARY AND ACTION REQUESTED:

The City Council is respectfully requested to consider approving a reduction in the security amount for the developer installed Village East Trunk Utility Improvements.

LEGISLATIVE HISTORY/BACKGROUND INFORMATION:

The developer installed Village East Trunk Utility Improvements have been substantially completed consisting of the installation of trunk sanitary sewer and trunk watermain. In accordance with Section 28.A of the Development Agreement, up to 50% of the original security, or \$381,003.50 may be released when: "(1) all utilities have been installed, all testing has been successfully completed, and the utilities are considered ready for use by the City Engineer; and (2) completion of the Improvements is done to the

satisfaction of the City and evidence of such is provided to the City in writing and satisfactory evidence of payment, such as lien waivers are provided.”

Engineering has reviewed the status of the improvements and has received lien waivers demonstrating contractor payments have been made in at least the amounts to be released. This review has found that the conditions identified in Section 28.A of the Development Agreement have been satisfied.

RECOMMENDATION:

Staff is recommending that the City Council approve, *as part of the Consent Agenda*, a reduction in the security amount for the developer installed Village East Trunk Utility Improvements. If removed from the consent agenda, the recommended motion for the action is as follows:

“Move to approve a reduction of the Letter of Credit for the developer installed Village East Trunk Utility Improvements from \$762,007 down to \$381,003.50.”

ATTACHMENT(S):

1. Engineer’s Letter Recommending Security Reduction #1 for the Village East Trunk Utility Improvements.
2. Developer's Letter Requesting Reduction of Security for the Village East Trunk Utility Improvements.
3. Contractor’s Lien Waiver.



January 12, 2016

Craig Allen, Chief Manager
Gonyea Company
10850 Old County Road 15, Suite 200
Plymouth, MN 55441

Re: Village East Trunk Utility Improvements
Lake Elmo, Minnesota
Irrevocable Letter of Credit No. 310

Dear Mr. Allen:

We have reviewed and processed your request dated December 15, 2015 for a reduction in the security for the Village East Trunk Utility Improvements in Lake Elmo, MN. At this time the Irrevocable Letter of Credit No. 310 may be reduced to \$381,003.50. Please process the security reduction through the Lake Elmo City Clerk.

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

Sincerely,

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

cc: Clark Shroeder, Interim City Administrator
Julie Johnson, City Clerk
Cathy Bendel, Finance Director
Stephen Wensman, City Planner



Tuesday, December 15, 2015

Mr. Jack Griffin
City Engineer
3800 Laverne Avenue North
Lake Elmo, MN 55042

Jack:

This email is to request 50%, or \$381,003.50 of the security provided for the Eastern Village Trunk Sewer and Watermain Line. All utilities have been installed and all testing has been successfully completed. Lien Wavers are attached.

Thanks,

A handwritten signature in blue ink, appearing to read "Craig Allen". The signature is fluid and cursive, with a long horizontal stroke at the end.

Craig Allen

Chief Manager

Receipt and Waiver of Mechanics Lien Rights

Draw Number 3

Date: 12/07/15

The undersigned hereby acknowledges receipt of the sum of \$592,748.59 as

☒ PARTIAL PAYMENT for material, labor or service

☐ FULL AND FINAL PAYMENT for material, labor or service

furnished to the following described property:

Project Name: Lake Elmo

Address: Village Preserve
Lake Elmo, MN

General Contractor: GWSA Land Development, LLC

Project Manager:

File Number: HB-26627B

Contract: _____

and for value received hereby waives any and all rights to file a mechanic's lien against said property for material, labor, or service furnished to said property.

The undersigned affirms that all materials and labor furnished on behalf of the undersigned have been paid in full, EXCEPT:

CW Houle, Inc
Company Name

By: Bryan W. Houle

Title: President

Address: 1300 W. Co. Rd. I
Shoreview, MN 55126

Phone Number: (651) 484-6077

Please sign this form and return to CUSTOM HOME BUILDERS TITLE, LLC as follows:

* BY EMAIL: disbursing@chbttitle.com

* BY FAX: (763)489-3241

* BY MAIL: 10850 Old County Road 15, Plymouth, MN 55441

CUSTOM HOME BUILDERS TITLE, LLC

10850 Old County Road 15, Plymouth, MN 55441

Phone: (763)489-3240 -- Fax: (763)489-3241



MAYOR & COUNCIL COMMUNICATION

DATE: January 19, 2016
CONSENT
ITEM # 10

AGENDA ITEM: East Metro Water Resource Education Program (EMWREP) – Renew
Shared Water Resource Education Program Agreement

SUBMITTED BY: Jack Griffin, City Engineer

THROUGH: Clark Schroeder, Interim City Administrator

REVIEWED BY: Julie Johnson, City Clerk
Cathy Bendel, Finance Director

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

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

POLICY RECOMMENDER: Engineering.

FISCAL IMPACT: \$2,500.00. Increased from \$2,225 for the 2013-2015 Agreement.

The EMWREP contribution is funded through the Surface Water-Storm Water Enterprise Fund (603).

SUMMARY AND ACTION REQUESTED:

The City Council is respectfully requested to consider approving, *as part of the consent agenda*, the agreement with Washington County Conservation District to participate in the East Metro Water Resource Education Program (EMWREP) with an annual contribution amount of \$2,500.

LEGISLATIVE HISTORY/BACKGROUND INFORMATION:

Partnership with EMWREP substantially meets Lake Elmo's education and outreach permit requirements as a Municipal Separate Storm Sewer System (MS4) City.

Background: The East Metro Water Resource Education Program (EMWREP) is a partnership that was formed in 2006 to develop and implement a comprehensive water resource education and outreach program for the east metro area of St. Paul, MN. Current EMWREP partners include Brown's Creek,

Carnelian-Marine-St Croix, Comfort-Lake Forest Lake, Rice Creek, Ramsey-Washington Metro, South Washington, and Valley Branch Watershed Districts, Middle St. Croix Watershed Management Organization, the cities of Cottage Grove, Dellwood, Forest Lake, Lake Elmo, Stillwater, Willernie, and Woodbury, West Lakeland Township, Washington County and the Washington Conservation District.

Purpose: The purpose of the shared education program is to provide education about the impacts of non-point source pollution on local lakes, rivers, streams, wetlands and groundwater resources and to engage people in projects that will help to protect and improve water quality in the region. In addition to educating the public, EMWREP also provides training for city, county and watershed staff and local elected officials.

Partnership Structure: EMWREP is guided by a steering committee comprised of representatives from each of the 18 partner organizations. The committee generally meets twice a year to provide recommendations on the program budget and activities. During 2013, EMWREP staff included Angie Hong, full-time education specialist and coordinator for the program, Jenn Radtke, half-time education assistant, and Wendy Griffin, a Washington Conservation District natural resource specialist who provided 170 hours of support for rural education activities. The EMWREP coordinator sends a quarterly e-newsletter to all partners' staff, council members and board members, and communicates one-on-one with individual partners on projects throughout the year. The EMWREP education plan is revised every two to three years to accommodate changing priorities and new target audiences.

In addition, the EMWREP coordinator prepares an annual report on program activities and provides outreach data and statistics for partners' MS4 Permit reports. All EMWREP reports, plans, and education updates are available on-line at www.mnwcd.org/emwrep.

RECOMMENDATION:

Staff is recommending that the City Council approve the agreement with Washington County Conservation District to participate in the East Metro Water Resource Education Program (EMWREP) with an annual contribution amount of \$2,500. If removed from the consent agenda, the recommended motion for the action is as follows:

“Move to approve the Agreement with Washington County Conservation District to participate in the East Metro Water Resource Education Program with an annual contribution amount of \$2,500.”

ATTACHMENT(S):

1. 2016-2018 EMWREP Agreement with Washington County Conservation District.

**AGREEMENT BETWEEN
WASHINGTON CONSERVATION DISTRICT
AND MEMBERS OF THE 2016-2018
EAST METRO WATER RESOURCE EDUCATION PROGRAM**

A. PARTIES

This Agreement is made and entered into by Washington Conservation District, hereinafter referred to as HOST, and members of the East Metro Water Resource Education Program, hereinafter referred to individually as a PARTNER. A PARTNER is defined as an entity that executes this agreement, and this Agreement provides for the withdrawal or addition of PARTNERS to the East Metro Water Resource Education Program. Eligible PARTNERS include watershed organizations and municipalities partially or wholly within Washington County.

B. PURPOSE

WHEREAS, the PARTNER and the HOST have a common objective of educating the citizens of the Twin Cities east metro area about water resource, stormwater, and groundwater management in order to improve water quality; and

WHEREAS, the PARTNER has identified a need for education assistance; and

WHEREAS, 8 watershed organizations in Washington County have education components in their respective watershed management plans; and

WHEREAS, 25 communities, including multiple watersheds and the County, in Washington County are required to obtain a Municipal Separate Storm Sewer System (MS4) Permit from the Minnesota Pollution Control Agency (MPCA), which requires nonpoint source pollution education; and

WHEREAS, the PARTNER agrees it is in its best interest to define its respective responsibilities and obligations; and

WHEREAS, the PARTNER agrees that collaborative efforts are needed to more effectively and efficiently deliver water resource education and meet MS4 permit education requirements; and

WHEREAS, the PARTNER requests assistance from the HOST to implement the policies specified in MINN. STAT. §§ 103A.206; and

WHEREAS, the HOST is authorized to enter agreements to provide such assistance pursuant to MINN. STAT. §§ 103C.331, SUBD. 3 and 7.

NOW, THEREFORE, the PARTNER agrees as follows:

C. TERM OF CONTRACT

The term of this agreement shall be from January 1, 2016 to December 31, 2018 unless extended or terminated earlier as provided herein.

D. MEMBERSHIP STRUCTURE

In accordance to the program goals of collaboration and partnership, entities may become a PARTNER by signing the Signature Page at the end of this Agreement. A new PARTNER shall apply to the HOST and sign a separate contract and its signature page shall be attached to the original document. The HOST will coordinate with each PARTNER, update the project budget, and distribute it to each PARTNER.

Each PARTNER will assign a member to the Steering Committee of the East Metro Water Resource Education Program. This Committee will assist the Shared Water Resource Educator and HOST to prepare the Annual Workplan, Annual Budget, and Annual Report. A Membership Summary will be included in the Annual Report prepared by the HOST.

E. SCOPE OF SERVICES

The HOST will perform for the PARTNER the services and furnish and deliver work products generally described in Exhibit A, attached and made part of this agreement. Services for a specific PARTNER will be defined in the Annual Workplan developed as described in Exhibit A. PARTNER-specific services will constitute approximately 15% of the total Annual Workplan. Eighty-five (85) percent of the total Annual Workplan will be committed to shared, multi-jurisdictional benefit educational activities.

F. COST

In full consideration for services under this agreement, the PARTNER shall provide its portion of the annual costs to the HOST in accordance with the executed Signature Page at the end of this Agreement. The total annual budget for the program is as shown in Exhibit B with contributions outlined in Paragraph G. If all PARTNER contributions total less than the Total Budget, educational material expenses not otherwise paid for will not be incurred. PARTNER's annual contribution may be increased from the amount stated in the Signature Page at the end of the Agreement only with approval of PARTNER's governing body.

In the case that overall contributions of funding from all of the PARTNERS exceeds the budget in Exhibit B by less than 20%, the excess contributions will be used to fund additional educational materials or support staff. Once the revised overall funding contribution from all of the PARTNERS exceeds the budget in Exhibit B by 20%, the PARTNERS have the option of having their proportional amount of the excess budget refunded or can direct the funds to be used for EMWREP activities.

G. FUNDING STRUCTURE

Each PARTNER is suggested to contribute annually in accordance with the following funding structure:

County: \$12,250/year
Small Watershed Districts (Taxable Market Value < \$1 Billion): \$12,250/year
Medium Watershed Districts (TMV \$1-5 Billion): \$18,500/year
Large Watershed Districts (TMV >\$5 Billion): \$24,000/year
Watershed Management Organizations: \$6,000/year
Large MS4 Cities: \$2,500/year (Population > 5,000)
Small MS4 Cities: \$650/year (Population < 5,000)

In-kind matches from existing educational staff from within partner organizations are also encouraged. The WCD shall provide \$12,250 of in-kind match to the program per year. As shown in Exhibit B, PARTNER contributions will be reviewed and adjusted on an annual basis, as needed.

H. PAYMENTS

1. The services in Exhibit A provided by the HOST will be billed in accordance to Exhibit B. Invoices will be sent on a quarterly basis and will summarize the work performed. Invoices are payable within 60 days.
2. Office supplies, in-house reproduction expenses, and transportation are included in the overhead noted above. Out source reproduction, special bulk mailings and other direct costs beyond the actual current budget as established in accordance with the Annual Workplan (the combined

contributions of each PARTNER) noted in Paragraph F are to be reimbursed at actual cost with prior approval from the PARTNERS.

I. EQUAL EMPLOYMENT OPPORTUNITY- CIVIL RIGHTS

During the performance of this Agreement, the HOST agrees to the following: No person shall, on the grounds of race, color, religion, age, sex, disability, marital status, public assistance, criminal record, creed or national origin, be excluded from full employment rights in, be denied the benefits of, or be otherwise subjected to discrimination under any program, service, or activity under the provisions of and all applicable federal and state laws against discrimination including the Civil Rights Act of 1964.

J. STANDARDS

The HOST shall comply with all applicable Federal and State statutes and regulations as well as local ordinances now in effect or hereafter adopted. Failure to meet the requirements of the above may be cause for cancellation of this contract effective the date of receipt of the Notice of Cancellation.

K. DATA PRIVACY

All data collected, created, received, maintained, or disseminated, or used for any purpose in the course of the HOST's performance of the Agreement is governed by the Minnesota Government Data Practices Act, Minnesota 1984, Section 13.01, et seq. or any other applicable state statutes and state rules adopted to implement the Act, as well as state statutes and federal regulations on data privacy. The HOST agrees to abide by these statutes, rules and regulations and as they may be amended.

L. AUDITS, REPORTS, AND MONITORING PROCEDURES

The HOST will:

1. Maintain records that reflect all revenues, cost incurred and services provided in the performance of the Agreement.
2. Agree that the County, the State Auditor, or legislative authority, or any of their duly authorized representatives at any time during normal business hours, and as often as they may deem reasonably necessary, shall have access to the rights to examine audit, excerpt, and transcribe any books, documents, papers, records, etc., and accounting procedures and practices of the HOST which are relevant to the contract. The annual audit conducted for the Washington Conservation District that includes EMWREP activities.

M. INDEMNITY

No party to this Agreement agrees to be responsible for the acts or omissions of another, its agents, officials, contractors or employees within the meaning of Minnesota Statutes section 471.59, subdivision 1a. Each PARTNER and HOST will hold harmless, defend and indemnify all other parties to this Agreement, their officers, board members, employees and agents for any and all damage, liability, cost or claim (including reasonable attorneys' fees) to the extent it is the result of its negligent act or of another action or inaction that is the basis for its liability in law or equity. The PARTNER agrees to provide proof of contractual liability insurance upon request. This paragraph does not constitute a waiver or otherwise diminish, any statutory or common law defense, immunity or limit on liability any PARTNER or HOST may enjoy as against any third party.

N. INDEPENDENT CONTRACTOR

It is agreed that nothing herein contained is intended or should be construed in any manner as creating or establishing the relationship of co-partners between the parties hereto or as constituting the HOST as the agent, representative, or employee of PARTNER organization for any purpose or in any manner whatsoever. The HOST is to be and shall remain an independent contractor with respect to all services performed under this Agreement.

The HOST represents that it has, or will secure at its own expense, all personnel required in performing services under this Agreement. Any and all personnel of the HOST or other person, while engaged in the performance of any work or services required by the HOST under this Agreement, shall have no contractual relationship with the PARTNER and shall not be considered employees of the PARTNER.

O. MODIFICATIONS

Any material alteration or variation shall be reduced to writing as an amendment and signed by the parties. Any alteration, modification, or variation deemed not to be material by written agreement of the HOST and the PARTNER shall not require written approval. Contract extensions will be handled as a material alteration.

P. MERGER

It is understood and agreed that the entire agreement of the parties is contained here, except as modified during the term of the Agreement by a writing under Paragraph O above concerning a non-material change, and that this contract supersedes oral agreements and negotiations between the parties relating to this subject matter. All items referred to in this contract are incorporated or attached and deemed to be part of the contract.

Q. TERMINATION

This Agreement will commence when executed by HOST and all PARTNERS and will continue until terminated. The Agreement will commence with respect to each additional PARTNER on that PARTNER'S execution of a signature page acceding to the terms of the Agreement. This Agreement will terminate immediately upon completion of the activities enumerated herein and the program duration expires. Any party to this Agreement may withdraw participation on an agreement-year basis with 60 days written notice to HOST prior to the annual anniversary date of the Agreement, with the actual termination date falling on the anniversary date. Pro-rated contributions will be returned to the terminated or terminating PARTNER. The HOST will promptly notify all PARTNERS of any PARTNER's termination. Termination by any one PARTNER will not constitute the termination of this Agreement. If HOST determines that PARTNER termination has resulted in inadequate funds to deliver the work products generally described in Exhibit A, the HOST will terminate the Agreement effective the anniversary date unless adequate funds can be procured. Termination by the HOST will constitute termination of this Agreement in whole and pro-rated contributions will be returned to each PARTNER.

R. OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY

All property of the HOST or a PARTNER used, acquired or created in the performance of work under this Agreement, including documents and records of any kind, shall remain the property of the HOST and the PARTNER providing the property. The HOST and PARTNERS shall jointly own and each party has the individual right to use, sell, license, publish, or otherwise disseminate any product developed in whole or in part during the performance of work under this Agreement. Durable goods purchased by the HOST, such as office equipment and computers, shall remain the property of the HOST.

**CONTRACT BETWEEN
WASHINGTON CONSERVATION DISTRICT
AND MEMBERS OF THE
EAST METRO WATER RESOURCE EDUCATION PROGRAM**

HOST: **Washington Conservation District**

PARTNER: **City of Lake Elmo**

Annual Contribution Amount: **\$2,500**

Contract start date: **January 1, 2016**

IN TESTIMONY WHEREOF the parties have duly executed this agreement by their duly authorized officers.

APPROVED:

PARTNER

HOST

BY: _____

BY: _____
Board Chair Date

Title

BY: _____

BY: _____
WCD Manager Date

Title

Approval as to form and execution:

Date

EXHIBIT A

SCOPE OF SERVICES EAST METRO WATER RESOURCE EDUCATION PROGRAM

HOST responsibilities:

1. Hire, employ and supervise the Water Resource Educator/s that will successfully serve the education needs as prescribed herein.
2. Obtain financial reimbursement from each PARTNER as prescribed in this agreement.
3. Work in good faith to achieve the goals identified in this agreement.
4. Maintain a strict accounting of all financial transactions.
5. Develop and disseminate annual summaries of accomplishments and budgetary analysis to partners of the East Metro Water Resource Education Program.
6. Provide office space, office furniture, computer, transportation, and phone. Equipment purchased by the HOST will remain the property of the HOST following the term of this agreement.

PARTNER responsibilities:

1. Provide a single representative to the Steering Committee of the East Metro Water Resource Education Program. This person shall actively participate in the Steering Committee and assist in employee selection, Annual Workplan Development, and other tasks as needed.
2. Provide funds for the East Metro Water Resource Education Program described herein.
3. Provide appropriate and timely feedback to the HOST manager regarding the performance of the Water Resource Educator/s.
4. Share equipment, staff, and educational resources to facilitate Education Program planning and implementation.
5. As initiated by the HOST, discuss the progress of the Water Resource Educator/s and agree to take any action that is appropriate to ensure the successful fulfillment of project objectives.
6. Work with the Water Resource Educator/s to ensure that services are being used to address high priorities at the local level.

Water Resource Educator/s responsibilities:

1. Prepare, coordinate, and revise East Metro Water Resource Education Program Plan annually with the Steering Committee of the East Metro Water Resource Education Program.
2. Review and advise watershed district PARTNERS annually on educational aspects of their watershed district plans.
3. Develop annual plan of work with the Steering Committee of the East Metro Water Resource Education Program. Workplan will reference Washington County MS4 education programs and watershed district PARTNERS education plans.
4. Implement annual work plan, including planning, implementing, evaluating, and reporting on such anticipated activities as presentations, workshops, in-field training, demonstration projects, and published materials.
5. Pursue grants and other funding sources to enhance the East Metro Water Resource Education Program.
6. Coordinate with "Watershed Partners" and other entities conducting water resource education efforts to minimize overlap and maximize effectiveness.
7. Maintain educational information for web-based East Metro Water Resource Education Program.
8. Presents papers as appropriate at professional meetings within Minnesota.
9. Prepare annual education report (which meets MS4 requirements) and conduct shared MS4 annual meetings for participating East Metro Water Resource Education Program members

EXHIBIT B BUDGET

Shared Water Resource Education Program - Washington Conservation District Annual Budget

Staff Support (2400 hours/year)	Materials	Total
\$134,500	\$6,000	\$140,500

MEMBERSHIP STRUCTURE AND FUNDING CONTRIBUTIONS*

* PARTNER contributions will be reviewed and adjusted on an annual basis, as needed and in accordance with the terms of the Agreement.

PARTNER	Annual Contribution
SWWD	\$24,000
VBWD	\$18,500
BCWD	\$18,500
CLFLWD	\$18,500
CMSCWD	\$12,250
RWMWD	\$12,250
RCWD	\$2,500
Washington County	\$12,250
MSCWMO	\$6,000
Cottage Grove	\$2,500
Forest Lake	\$2,500
Lake Elmo	\$2,500
Stillwater	\$2,500
Dellwood	\$650
Willernie	\$650
West Lakeland Twp	\$650
Woodbury	\$2,500
Grant	\$650
Newport	\$650
TOTAL	\$140,500



MAYOR & COUNCIL COMMUNICATION

DATE: January 19, 2016

CONSENT

ITEM # 11

AGENDA ITEM: Driveway Encroachment & Maintenance Agreement

SUBMITTED BY: Joan Ziertman, Planning Program Assistant

THROUGH: Clark Schroeder, City Administrator

REVIEWED BY: Stephen Wensman, City Planner

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 Driveway Encroachment and Maintenance agreement for Jeerasak Poophakumanart at PID #24.029.21.13.0004.

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 a driveway encroachment and maintenance agreement. The City has received a request to install a driveway within an unimproved portion of the public right-of-way owned by the City. Homeowner and City intend that Homeowner shall be responsible for maintaining, repairing and replacing the Private Driveway.

Staff is recommending that the City Council approve the driveway encroachment and maintenance 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 driveway encroachment and maintenance agreement for Jeerasak Poophakumpanart to install a driveway within an unimproved portion of the public right-of-way owned by the City.”

LEGISLATIVE HISTORY: The Driveway Encroachment and Maintenance Agreement that has been submitted for Council consideration is for a driveway and has been reviewed by planning and engineering staff. The proposed driveway meets all city code requirements and Staff would have otherwise authorized construction of the driveway if it did not encroach into the unimproved portion of the public right-of-way owned by the City.

BACKGROUND INFORMATION (SWOT):

Strengths: The Driveway encroachment and maintenance agreement is a legal document that all property owners seeking to install driveways within unimproved portions of public right-of-way owned by the City are required to sign. 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 driveway encroachment and maintenance 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 driveway encroachment and maintenance agreement for Jeerasak Poophakumpanart to install a driveway within an unimproved portion of the public right-of-way owned by the City.”

Return to:
David K. Snyder
Johnson / Turner Legal
56 East Broadway Avenue, Suite 206
Forest Lake, MN 55025

DRIVEWAY ENCROACHMENT AND MAINTENANCE AGREEMENT

THIS AGREEMENT is made this ____ day of _____, 2015, by and between the City of Lake Elmo, a Minnesota municipality (hereinafter "City"), and _____, [married / an individual] (hereinafter "Owner"), and their successors in title.

WHEREAS, the City has public road right-of-way known as "_____" dividing the property as legally described on "Exhibit A" hereto; and,

WHEREAS, Owner is the owner of property identified on "Exhibit B" hereto and is desirous of constructing a driveway ("The Improvements") within the right-of-way; and,

WHEREAS, the permission granted herein is limited to The Improvements proposed within the right-of-way.

NOW, THEREFORE, in consideration of the premises and for good and valuable consideration, the receipt of which is acknowledged, the City will permit the encroachment on its right-of-way area as set forth herein and subject to the conditions set forth below:

1. Owner and their successors in title may install and maintain The Improvements in the configuration directed by the City and in accordance herewith.

2. Owner must notify the City at least forty-eight (48) hours before construction, repair and/or maintenance work commences within the right-of-way. No such work shall take place without the City staff being given the opportunity to be present at the site. Further, if the City determines in its reasonable estimation that any proposed work may potentially cause an unsafe condition or damage or impair the City's right-of-way area, the City shall have the authority to prevent such work from being done by giving notice to Owner; notwithstanding the foregoing, in the event of an emergency situation and/or the existence of an unsafe condition of Owner's land, the prescribed forty-eight (48) hour notice requirement shall be waived by the City. However, in the event of such situation, said waiver shall not relieve Owner from his obligation to notify the City in a timely and practical manner. The City shall have no obligation to notify Owner of its intent to do work.

3. To the fullest extent permitted by law, Owner, their successors and assigns agree to release, defend, protect, indemnify, save and hold harmless the City, its agents, directors, employees and contractors against any and all claims, costs and liabilities, including the costs of defense for damages, injury or death arising from or in any way connected to the installation, maintenance, repair, removal and/or presence of The Improvements permitted hereunder, regardless of whether such harm is to Owner, the City, the employees or officers of either or any other person or entity, except Owner shall not be liable under this paragraph for loss or damage to the extent resulting from the negligence or intentional acts of the indemnified parties.

4. The private driveway shall be the sole and exclusive property and responsibility of Owner and shall not be a public driveway whether or not the private driveway is located

within the public right-of-way.

5. Owner shall, at its sole cost, maintain, repair and replace the private driveway as needed, and agrees to indemnify, defend and hold the City harmless from any claims, actions, demands, or liability, including attorneys' fees, arising out of or relating to the Private Driveway.

6. The permission granted herein is limited exclusively to the proposed Improvements within the City's right-of-way. Owner shall not alter the grade, perform any other site disturbing activities, or permit such alteration anywhere upon the land upon which the City has reserved its right-of-way without proper express written consent of the City. Owner shall construct and maintain The Improvements in compliance with all applicable laws and in good repair.

7. Owner shall, at all times, use their best efforts to conduct all of his activities on said right-of-way area in such a manner as to not interfere with or impede the operation of the City's right-of-way and related activities in any manner whatsoever, and shall remove The Improvements at no cost to the City when directed by the City. The work shall be done and The Improvements maintained in conformance with the direction of the City. The right to install The Improvements shall be on a non-exclusive basis and subject to placement of other and different improvements as directed by the City.

8. This Agreement shall be governed in all respects by Minnesota law.

9. This Agreement shall be recorded as to the Property in the office of the County Recorder or Registrar of Titles in and for Washington County, Minnesota.

IN WITNESS WHEREOF the parties hereto execute this Agreement the day and year first above-written.

CITY OF LAKE ELMO

By _____
Mike Pearson, Mayor

By _____
Julie Johnson, City Clerk

STATE OF MINNESOTA)
) ss.
COUNTY OF WASHINGTON)

On this _____ day of _____, 2015, before me, a Notary Public, personally appeared Mike Pearson, Mayor of the City of Lake Elmo, a Minnesota municipality within the State of Minnesota, and that said instrument was signed on behalf of the City of Lake Elmo by the authority of the City Council of the City of Lake Elmo, and acknowledged said instrument to be the free act and deed of said City of Lake Elmo.

Notary Public

STATE OF MINNESOTA)
) ss.
COUNTY OF WASHINGTON)

On this _____ day of _____, 2015, before me, a Notary Public, personally appeared Julie Johnson, Clerk of the City of Lake Elmo, a Minnesota municipality within the State of Minnesota, and that said instrument was signed on behalf of the City of Lake Elmo by the authority of the City Council of the City of Lake Elmo, and acknowledged said instrument to be the free act and deed of said City of Lake Elmo.

Notary Public

OWNER

By _____
[insert name]

By _____
[insert name]

STATE OF MINNESOTA)
) ss.
COUNTY OF WASHINGTON)

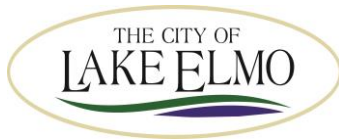
On this _____ day of _____, 2015, before me, a Notary Public,
personally appeared _____ and _____, married, who signed the foregoing
instrument and acknowledged said instrument to be their free act and deed.

Notary Public

THIS INSTRUMENT DRAFTED BY:
David K. Snyder
Johnson / Turner Legal
56 East Broadway Avenue, Suite 206
Forest Lake, MN 55025
651-464-7292

EXHIBIT A

EXHIBIT B



MAYOR & COUNCIL COMMUNICATION

DATE: January 19, 2016
REGULAR
ITEM #13

AGENDA ITEM: Financial Planning Services Agreement-Northland Services
SUBMITTED BY: Clark Schroeder, Interim City Administrator
THROUGH: Clark Schroeder, Interim City Administrator
REVIEWED BY: Finance Director Bendel, Finance Committee, Northland Securities

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: Interim City Administrator

IMPACT: Not to exceed \$3,000 for base model and \$160/hr for quarter (estimated at less than 4 hours per quarter) - unbudgeted expense

SUMMARY AND ACTION REQUESTED:

This item was initially presented to the City Council for consideration on December 15, 2015. At that time the item was tabled by the City Council with a request to add the item to the 1/12/16 workshop and have the workshop be a joint meeting with the Finance Committee to have further discussion on this topic. The workshop was held and all questions were discussed related to this item.

It is recommended that Northland Services be hired to take over the pro forma projection model as they have done similar work like this for the City in the past.

BACKGROUND INFORMATION (SWOT):

In 2012, the City of Lake Elmo entered into a contract with Northland Securities to provide Financial Planning Services/Analysis, specific to the Enterprise Funds. A detailed report was prepared and presented to the Lake Elmo City Council on February 28, 2013.

Since that time, a new model has been developed that has become unmanageable and cumbersome.

Hiring Northland will allow the City to return to a more simplified approach for analyzing the Enterprise Funds. Northland will develop and present a report to the Finance Committee and City Council and provide subsequent quarterly updates.

Strengths An independent analysis will provide the Council with a clear picture of the impact to the funds and free up staff time. It will remove the distraction and burden that has put on staff.

Weaknesses The City will have less detailed info and lose flexibility for interim updates.

Opportunities Northland is very familiar with Lake Elmo and the planned growth to date and envisioned for the future, thereby being best situated to provide advice to the Finance Committee and City Council.

Threats None identified.

RECOMMENDATION:

Staff is recommending that the City Council approve entering into a Financial Planning Agreement between the City of Lake Elmo and Northland Securities for an amount not to exceed \$3,000 for generating a pro-forma model for the Enterprise Funds and \$160 per hour for subsequent quarterly updates.

“Move to approve hiring Northland Securities Inc. to provide Financial Analysis Services to the City of Lake Elmo for an amount not to exceed \$3,000.00 for generating a pro-forma model for the Enterprise Funds and \$160.00 per hour for subsequent quarterly updates”.

ATTACHMENT:

None



MAYOR & COUNCIL COMMUNICATION

DATE: January 19, 2016
REGULAR
ITEM #14

AGENDA ITEM: Cost of Service Study for Water and Sanitary Sewer Utilities – Approve Authorization for TKDA.

SUBMITTED BY: Jack Griffin, City Engineer

THROUGH: Clark Schroeder, Interim City Administrator

REVIEWED BY: Cathy Bendel, Finance Director
Mike Bouthilet, Public Works

SUGGESTED ORDER OF BUSINESS:

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

POLICY RECOMMENDER: Administration/Finance/Engineering.

FISCAL IMPACT: \$13,900 to be funded 50% through the Water Enterprise Fund and 50% through the Sanitary Sewer Enterprise Fund.

SUMMARY AND ACTION REQUESTED:

This item was initially presented to the City Council for consideration on December 15, 2015. At that time the item was tabled by the City Council with a request to add the item to the 1/12/16 workshop and have the workshop be a joint meeting with the Finance Committee to have further discussion on this topic. The workshop was held and all questions were discussed related to this item.

The City Council is respectfully requested to approve the Cost of Service Study for the Water and Sanitary Sewer Utilities Task Order with TDKA. The recommended motion for the action is as follows:

“Move to approve the Cost of Service Study for the Water and Sanitary Sewer Utilities Task Order with TDKA in an amount not to exceed \$13,900.”

LEGISLATIVE HISTORY/BACKGROUND INFORMATION:

City staff has contacted and met with Bernie Bullert from TKDA, an experienced utility manager, to prepare a Cost of Service Study for the water and sanitary sewer utilities. In particular, the goal of the study will be to better understand the cost of service for each utility so that a system of rates and charges can be confidently reviewed and developed to best meet the Utility's funding requirements, addressing conservation, and that are fair and equitable. The work includes a review of the City's water and sanitary sewer operational costs based on best practices, capital costs, and depreciation costs projected for 2016-2025. The report findings may then be used by the City Finance Department for the purpose of projecting cash flows, bonding needs and evaluating user rates and charges.

RECOMMENDATION:

Staff is recommending that the City Council approve the Cost of Service Study for the Water and Sanitary Sewer Utilities Task Order with TDKA. The recommended motion for the action is as follows:

“Move to approve the Cost of Service Study for the Water and Sanitary Sewer Utilities Task Order with TDKA in an amount not to exceed \$13,900.”

ATTACHMENT(S):

1. None.



MAYOR & COUNCIL COMMUNICATION

DATE: January 19, 2016

CONSENT

ITEM # 14

AGENDA ITEM: 2016 Meeting Calendar

SUBMITTED BY: Julie Johnson, City Clerk

THROUGH: Clark Schroeder, Interim City Administrator

REVIEWED BY: Julie Johnson, City Clerk

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

- 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: Staff

FISCAL IMPACT: N/A

SUMMARY AND ACTION REQUESTED: As part of its Consent Agenda, the City Council is respectfully requested to approve the proposed 2016 City Meeting Calendar or amend as necessary. If removed from the Consent Agenda, the recommended motion is as follows:

“Move to approve the proposed 2016 Meeting Calendar.”

LEGISLATIVE HISTORY: Adopting a meeting calendar serves as the official notice for the year of all upcoming meetings; thereby, satisfying legal requirements and increasing transparency to the general public. Due to elections, holidays and political caucuses, City Council workshops and Parks Commission meetings have been moved in January, February, March, August and November. If approved, the meeting calendar will be posted at City Hall and on the City’s website.

RECOMMENDATION: If removed from the consent agenda, the recommended motion is as follows:

“Move to approve the proposed 2016 Meeting Calendar.”

ATTACHMENTS:

1. Proposed 2016 Calendar of regular meetings and workshops



2016 REGULAR MEETING DATES

January 5	City Council	July 5	City Council
January 11	Planning Commission	July 11	Planning Commission
January 12	City Council Workshop	July 12	City Council Workshop
January 19	City Council	July 18	Parks Commission
January 20	Parks Commission	July 19	City Council
January 25	Planning Commission	July 25	Planning Commission
February 2	City Council	August 2	City Council
February 8	Planning Commission	August 8	Planning Commission
February 9	City Council Workshop	August 15	Parks Commission
February 16	City Council	August 16	City Council
February 17	Parks Commission	August 22	Planning Commission
February 22	Planning Commission	August 23	City Council Workshop
March 2	City Council	September 6	City Council
March 8	City Council Workshop	September 12	Planning Commission
March 14	Planning Commission	September 13	City Council Workshop
March 15	City Council	September 19	Parks Commission
March 21	Parks Commission	September 20	City Council
March 28	Planning Commission	September 26	Planning Commission
April 5	City Council	October 4	City Council
April 11	Planning Commission	October 10	Planning Commission
April 12	City Council Workshop	October 11	City Council Workshop
April 19	City Council	October 17	Parks Commission
April 18	Parks Commission	October 18	City Council
April 25	Planning Commission	October 24	Planning Commission
May 3	City Council	November 1	City Council
May 9	Planning Commission	November 14	Planning Commission
May 10	City Council Workshop	November 15	City Council
May 16	Parks Commission	November 21	Parks Commission
May 17	City Council	November 22	City Council Workshop
May 23	Planning Commission	November 28	Planning Commission
June 7	City Council	December 6	City Council
June 13	Planning Commission	December 12	Planning Commission
June 14	City Council Workshop	December 13	City Council Workshop
June 20	Parks Commission	December 19	Parks Commission
June 21	City Council	December 20	City Council
June 27	Planning Commission		

City Council Meetings are held at 7:00 p.m. & Workshops are held at 6:30 p.m.

Planning Commission Meetings are held at 7:00 p.m.

Parks Commission Meetings are held at 6:30 p.m.

All meetings are held in the Council Chambers unless otherwise noted



MAYOR AND COUNCIL COMMUNICATION

DATE: 1/19/2016

REGULAR #15

MOTION

AGENDA ITEM: Request from Rockpoint Church to Extend Final Plat Submission
Deadline for Hidden Meadows 2nd Addition

SUBMITTED BY: Stephen Wensman, City Planner

THROUGH: Clark Schroeder, Interim City Administrator

REVIEWED BY: Joan Ziertman

SUMMARY AND ACTION REQUESTED:

The City Council is being asked to consider a request to extend the final plat deadline for Hidden Meadows 2nd Addition which will ultimately establish the residential portion of the OP development south of Rockpoint Church. The preliminary plat for Hidden Meadows 2nd Addition was approved by the City in 2006 and the City Code requires that a final plat be submitted within 180 days of the preliminary plat approval. In this case, the Council did approve three separate extensions to this deadline of one year, five years, and six months respectfully, and the current deadline expired on August 2, 2013.

The Church is requesting the extension at this time because it is presently in discussion with a potential developer to purchase the property. The church is requesting another 3 year extension to allow time for a potential buyer of the plat to close the sale of the property, and to find an alternate buyer if the property does not sell. According to the church, the potential buyer intends to develop the property as it was originally approved.

Staff recommends the Council either approve or deny the request for a final plat extension for Hidden Meadows 2nd Addition. If the Council wishes to deny the request, then the motion is:

“Move to deny the request from Rockpoint Church to extend the deadline to submit a final plat related to Hidden Meadows 2nd Addition for a period of three years until January 5, 2019.”

If the Council wishes to support the request, then the alternate suggested motions are as follows:

“Move to approve the request from Rockpoint Church to extend the deadline to submit a final plat related to Hidden Meadows 2nd Addition for a period of three years until January 5, 2019.”

REVIEW:

According to City Code, the Plat is void. The Plat expired on August 2, 2013. The council's past motion precluded any further extensions unless the easement was granted for the planned water line. The easement was executed by the Church on 1/12/16.

BACKGROUND INFORMATION:

The Staff report from the previous extension request included the following information, which is still valid at this point in time:

- The City Attorney and the developer's attorney created a temporary easement agreement that provides the City with the desired protection of the open space areas until such time that a final plat is approved.
- The City Attorney confirmed that there is no cap on the length of time for a final plat extension. Council has the ability to extend a final plat for as many years as deemed necessary.
- Ultimately, the extension of the final plat is in the City's best interest as easements are in place to protect the future dedicated open space areas until the final plat is approved. Additionally, granting the requested extension provides a financial incentive to the developer to follow through with the residential development in the future once market conditions are right.
- Outlots A & B, which make up the land to be developed into the OP subdivision, are not tax exempt.
- By city code, outlots are not useable as building sites. Therefore, utilization of either outlot A or B for any purpose other than open space could not occur without City approval.
- Not granting an extension will result in the developer losing preliminary plat approval, which in turn makes pursuing other development opportunities an option, but costing the owner.

If the requested extension is not approved the developer will need to submit a new preliminary plat in order to pursue any development on the effected property. Note that the City will still have easements over the open space areas if this occurs in the interim period, but the incentive to follow through with the desired residential development will have diminished.

RECOMMENDED ACTION:

Staff recommends the Council either approve or deny the request for a final plat extension for Hidden Meadows 2nd Addition. If the Council wishes to deny the request, then the motion is:

“Move to deny the request from Rockpoint Church to extend the deadline to submit a final plat related to Hidden Meadows 2nd Addition for a period of three years until January 5, 2019.”

If the Council wishes to support the request, then the alternate suggested motions are as follows:

“Move to approve the request from Rockpoint Church to extend the deadline to submit a final plat related to Hidden Meadows 2nd Addition for a period of three years until January 5, 2019.

ATTACHMENTS:

Hidden Meadows 2nd Addition Preliminary Plat.

Resolution 2016 - __ Denying the 4th Extension of Hidden Meadows 2nd Addition.

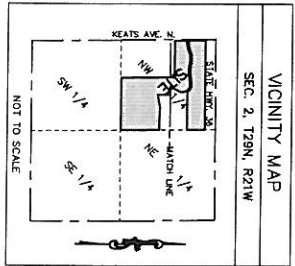
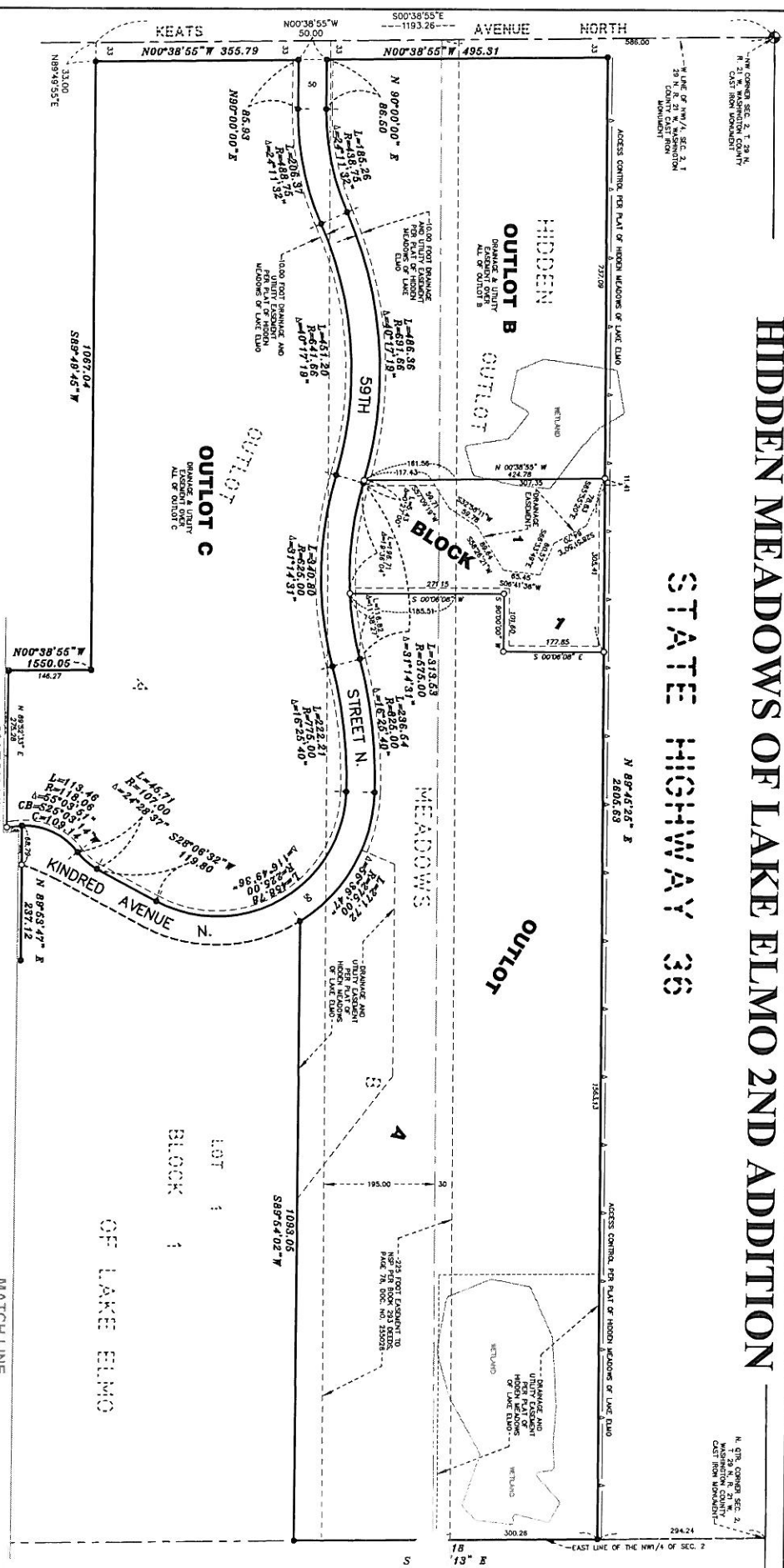
Resolution 2016 - __ Approving the 4th Extension of Hidden Meadows 2nd Addition.

SUGGESTED ORDER OF BUSINESS:

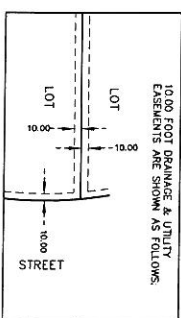
- Introduction of Item City Administrator
- Report/Presentation.....Planning Director
- Questions from Council to Staff Mayor Facilitates
- Public Input, if Appropriate Mayor Facilitates
- Call for Motion Mayor & City Council
- Discussion Mayor & City Council
- Action on Motion Mayor Facilitates

HIDDEN MEADOWS OF LAKE ELMO 2ND ADDITION

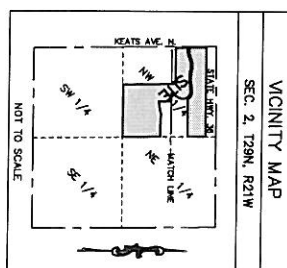
STATE HIGHWAY 36



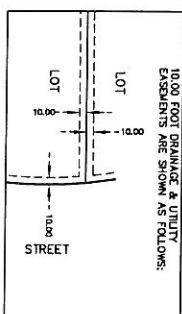
- DENOTES IRON MONUMENT FOUND AND MARKED RLS 1032, UNLESS NOTED
- DENOTES 1/2 INCH X 1/4 INCH IRON MONUMENT SET AND MARKED RLS 4306, UNLESS NOTED
- ◊ DENOTES WASHINGTON COUNTY MONUMENT
- DENOTES EDGE OF EASEMENT(S)
- - - DENOTES ACCESS CONTROL
- - - DENOTES EDGE OF WETLAND



Howard R. Green Company

[illegible]

○ DEBATES FROM MONMOUTH FOUND AND MARKED RLS 10832, UNLESS NOTED
 ○ DEBATES 1/2 INCH X 1/4 INCH FROM MONMOUTH FOUND AND MARKED RLS 14306, UNLESS NOTED
 ◆ DEBATES WASHINGTON COUNTY MONMOUTH
 -- DEBATES EDGE OF CASBAMENTS
 -- DEBATES ACCESS CONTROL
 -- DEBATES EDGE OF WETLAND
 ◆ CLIMATE TABLE
 DATE NO. - DEBTS - DEBTS - DATA
 A 1374 18.00 08/10/87
 B 1376 500.00 07/24/87



Howard R. Green Company

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

RESOLUTION NO. 2016-__

A RESOLUTION APPROVING

WHEREAS, the City of Lake Elmo is a municipal corporation organized and existing under the laws of the State of Minnesota; and

WHEREAS, on July 25th, 2005, the Lake Elmo Planning Commission reviewed and recommended approval of an amended OP Concept Plan for Deer Glen subject to certain conditions; and

WHEREAS, on August 16, 2005, and September 6, 2005, the Lake Elmo City Council reviewed the recommendations of the Lake Elmo Planning Commission along with revised OP concept plans for Deer Glen; and

WHEREAS, on September 20, 2005, the Lake Elmo City Council approved resolution 2005-102 which approved the amended OP Concept Plan of Deer Glen; and

WHEREAS, on September 20, 2005, the Lake Elmo City Council approved an amendment to the conditional use permit for Rockpoint Church, Resolution 2005-029, to reflect the amended OP Concept Plan dated September 6, 2005; and

WHEREAS, on September 20, 2005, the Lake Elmo City Council approved an amendment to the preliminary plat formerly approved by Council Resolution 2005-030 to reflect the amended OP Concept plan dated September 6, 2005; and

WHEREAS, on May 16, 2006, the Lake Elmo City Council approved the final plat for Hidden Meadows 1st Addition, previously referred to as Deer Glen; and

WHEREAS, the developers agreement for Hidden Meadows 1st Addition required future platting of the residential portion of the approved plan; and

WHEREAS, on January 2, 2007 the Lake Elmo City Council approved a one year extension to the deadline for the final plat submittal for the residential portion of the approved plan, thereby extending the final plat deadline to January 2, 2008; and

WHEREAS, on December 11, 2007, the Lake Elmo City Council approved Resolution 2007-97 granting a five year extension to the final plat submittal deadline to January 2, 2013; and

WHEREAS, on January 15, 2013, the Lake Elmo City Council approved a six month extension to the final plat submittal deadline to August 2, 2013 with the understanding that future

extension will be considered after the dedication of a utility easement across the Church's property consistent with the location of a planned 16" water line; and

WHEREAS, on August 3, 2013, the Hidden Meadows 2nd Addition Plat became void for failure to extend the plat in a timely manner; and

WHEREAS, on November 24, 2015, Rockpoint Church applied for a three year extension to the final plat submittal to allow a perspective buyer time to close on the purchase of the development property or to find an alternate buyer if the property does not sell; and

WHEREAS, on January 12, 2016, Rockpoint Church executed for recording a utility easement across its property consistent with the location of a planned 16" water line as requested by the City Council; and

NOW, THEREFORE, BE IT RESOLVED THAT the City Council does hereby approve the request for a 3 year plat extension for Hidden Meadows 2nd Addition.

This resolution was adopted by the City Council of the City of Lake Elmo on this 19th day of January, 2016.

Mike Pearson, Mayor

ATTEST:

Julie Johnson, City Clerk

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

RESOLUTION NO. 2016-__

A RESOLUTION TO DENY

WHEREAS, the City of Lake Elmo is a municipal corporation organized and existing under the laws of the State of Minnesota; and

WHEREAS, on July 25th, 2005, the Lake Elmo Planning Commission reviewed and recommended approval of an amended OP Concept Plan for Deer Glen subject to certain conditions; and

WHEREAS, on August 16, 2005, and September 6, 2005, the Lake Elmo City Council reviewed the recommendations of the Lake Elmo Planning Commission along with revised OP concept plans for Deer Glen; and

WHEREAS, on September 20, 2005, the Lake Elmo City Council approved resolution 2005-102 which approved the amended OP Concept Plan of Deer Glen; and

WHEREAS, on September 20, 2005, the Lake Elmo City Council approved an amendment to the conditional use permit for Rockpoint Church, Resolution 2005-029, to reflect the amended OP Concept Plan dated September 6, 2005; and

WHEREAS, on September 20, 2005, the Lake Elmo City Council approved an amendment to the preliminary plat formerly approved by Council Resolution 2005-030 to reflect the amended OP Concept plan dated September 6, 2005; and

WHEREAS, on May 16, 2006, the Lake Elmo City Council approved the final plat for Hidden Meadows 1st Addition, previously referred to as Deer Glen; and

WHEREAS, the developers agreement for Hidden Meadows 1st Addition required future platting of the residential portion of the approved plan; and

WHEREAS, on January 2, 2007 the Lake Elmo City Council approved a one year extension to the deadline for the final plat submittal for the residential portion of the approved plan, thereby extending the final plat deadline to January 2, 2008; and

WHEREAS, on December 11, 2007, the Lake Elmo City Council approved Resolution 2007-97 granting a five year extension to the final plat submittal deadline to January 2, 2013; and

WHEREAS, on January 15, 2013, the Lake Elmo City Council approved a six month extension to the final plat submittal deadline to August 2, 2013 with the understanding that future

extension will be considered after the dedication of a utility easement across the Church's property consistent with the location of a planned 16" water line; and

WHEREAS, on August 3, 2013, the Hidden Meadows 2nd Addition Plat became void for failure to extend the plat in a timely manner;

WHEREAS, on November 24, 2015, Rockpoint Church applied for a three year extension to the final plat submittal to allow a perspective buyer time to close on the purchase of the development property or to find an alternate buyer if the property does not sell; and

NOW, THEREFORE, BE IT RESOLVED THAT the City Council does hereby deny the request for a 3 year plat extension for Hidden Meadows 2nd Addition.

This resolution was adopted by the City Council of the City of Lake Elmo on this 19th day of January, 2016.

Mike Pearson, Mayor

ATTEST:

Julie Johnson, City Clerk