



*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, May 3, 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. March 15, 2016; April 5, 2016; April 19, 2016

**D. Public Comments/Inquiries**

**E. Presentations**

**F. Consent Agenda**

2. Approve Payment of Disbursements
3. Approve March 2016 Building Department Report
4. Approve Inwood Water Tower (No. 4) – Change Order No. 1
5. Approve Lawful Gambling Permit – Catholic Parents Club
6. Approve Inwood 3<sup>rd</sup> Addition Amended Developer's Agreement
7. Receive Budget Workshop Calendar
8. Approve Kevin Magnuson LLC Engagement Letter
9. Approve 3M Tolling Agreement

**G. Regular Agenda**

10. Old Village Phase 2: Street, Drainage and Utility Improvements – Public Hearing, Order Improvements and Provide Concurrence to Award Contract
11. CSAH 17 (Lake Elmo Avenue) – Approve Revised Phase 1 and 2 Cooperative Agreement – *Resolution 2016-36*
12. 2016 Street Improvements – Adopt Resolution 2016-31 Approving 2016 Street and Utility Improvements and Rescinding Resolution 2015-82 – *Resolution 2016-31*
13. 2016 Capital Improvement Financing Plan; Approval of the Issuance of G.O. Bond Series 2016A – *Resolution 2016-28*
14. Palmquist Commercial Wedding Ceremony Venue IUP – Public Hearing – *Resolution 2016-*
15. Fish House Exemption from Requirement that No Accessory Structure be Constructed Prior to Principal Structure on a Lot
16. Parliamentary Contract

**H. Council Reports**

**I. Staff Reports and Announcements**

**J. Adjourn**

**CITY OF LAKE ELMO  
CITY COUNCIL MINUTES  
MARCH 15, 2016**

**CALL TO ORDER/PLEDGE OF ALLEGIANCE**

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

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

Staff present: Interim Administrator Schroeder, City Attorney Sonsalla, City Engineer Griffin, Finance Director Bendel, Planning Director Wensman, Fire Chief Malmquist and City Clerk Johnson.

Others present: Parliamentarian Wendt

**APPROVAL OF AGENDA**

Approval of Minutes was removed from the agenda. Items 8 and 9 were moved to the regular agenda.

**Agenda approved as amended.**

**PUBLIC COMMENTS/INQUIRIES**

Christine Nelson, 2871 Legion Avenue North, expressed concern for City staff and asked the Council to be respectful and consistent.

Nadine Obermueller, 8696 42<sup>nd</sup> Street North, spoke about a letter she sent to the City Council and Commissions regarding disclosure of conflicts.

**PRESENTATIONS**

None

**CONSENT AGENDA**

- 2. Approve Payment of Disbursements**
- 3. Accept February 2016 Financial Statements**
- 4. Accept February 2016 Assessors Report**
- 5. Accept February 2016 Building Department Report**
- 6. Approve Annual League of MN Cities Insurance Trust Waiver Form**
- 7. Village Preserve 1<sup>st</sup> Addition – Approve Reduction of Security #1**
- 7.5 Approve 3M Tolling Agreement**

**Consent Agenda approved as presented.**

**ITEM 8: Authorize Advertisement for Part Time Fire Admin Position**

*Councilmember Bloyer, seconded by Mayor Pearson, moved TO AUTHORIZE STAFF TO ADVERTISE, INTERVIEW AND PRESENT A CANDIDATE FOR HIRING FOR THE PART TIME FIRE DEPARTMENT ADMINISTRATIVE ASSISTANT OPENING. Motion passed 5 – 0.*

**ITEM 9: Approve Official Newspaper Designation**

Interim Administrator Schroeder reviewed the request to approve one newspaper for official publication without an alternate.

***Mayor Pearson, seconded by Councilmember Bloyer, moved TO ADOPT RESOLUTION 2016-17 DESIGNATING THE OAKDALE-LAKE ELMO REVIEW AS THE CITY'S OFFICIAL NEWSPAPER. Motion passed 5 – 0.***

**ITEM 10: Savona 4<sup>th</sup> Addition Final Plat**

Planning Director Wensman presented an overview of the Savona 4<sup>th</sup> Addition plat, zoning, site information and issues discussed by the Planning Commission. Discussion was held concerning street naming and avoiding duplication of street names for streets elsewhere in the City that do not connect to Savona.

***Mayor Pearson moved TO APPROVE RESOLUTION 2016-16 GRANTING APPROVAL OF SAVONA 4<sup>TH</sup> FINAL PLAT WITH CONDITIONS. Motion failed – no second.***

***Mayor Pearson, seconded by Councilmember Bloyer, moved TO DENY THE SAVONA 4<sup>TH</sup> ADDITION FINAL PLAT. Motion failed 0 – 5.***

***Mayor Pearson, seconded by Councilmember Smith, moved TO APPROVE RESOLUTION 2016-16 GRANTING APPROVAL OF SAVONA 4<sup>TH</sup> FINAL PLAT WITH EIGHT CONDITIONS.***

***Councilmember Fliflet, seconded by Councilmember Smith, moved TO ADD A 9<sup>TH</sup> CONDITION THAT THE PLAT FOLLOW THE CITY STREET NAMING CONVENTION POLICY. Motion passed 3 – 2. (Pearson, Bloyer – nay)***

**Primary motion passed as amended 4 – 1. (Bloyer – nay).** Councilmember Bloyer stated he was opposed to forcing a naming policy on the developer.

**ITEM 11: Downtown and Village Parkway Lighting Design**

Planning Director Wensman reviewed the history of the design guidelines and lighting design the Council previously approved for downtown. Discussion held regarding the dark sky ordinance.

***Councilmember Lundgren, seconded by Councilmember Smith, moved TO APPROVE THE LIGHTING IMPROVEMENTS FOR THE DOWNTOWN STREET, DRAINAGE AND UTILITY IMPROVEMENT PROJECT, BOTH PHASE 1 AND PHASE 2, AS PRESENTED BY THE CITY, WASHINGTON COUNTY AND SEH. Motion passed 4 – 1.***

***Councilmember Smith, seconded by Councilmember Lundgren, moved TO INSTALL EVANS FIXTURES AT INTERSECTIONS WITH ACORN FIXTURES SPACED BETWEEN ON INTERSECTIONS ON VILLAGE PARKWAY TO BE CONSISTENT WITH DOWNTOWN LIGHTING. Motion passed 4 – 1.***

Councilmember Bloyer stated he would not support the lighting design as it does not comply with the City's dark sky ordinance.

**ITEM 12: Inwood Water Tower (No. 4) – Accept Bids and Award Contract**

City Engineer Griffin reviewed the project outline, bids received and the post bid project cost analysis. Griffin stated that City staff did not recommend adding the alternate for interior mezzanine storage space.

***Mayor Pearson, seconded by Councilmember Bloyer, moved TO APPROVE RESOLUTION 2016-17, ACCEPTING BIDS AND AWARDING A CONTRACT TO CB&I, INC. FOR THE BASE BID IN THE AMOUNT OF \$2,395,000 FOR THE INWOOD WATER TOWER NO. 4. Motion passed 3 – 2. (Fliflet, Smith – nay)***

Councilmember Smith stated she is opposed to exterior structures that may be needed in the future and would not support the project without the interior mezzanine storage.

**ITEM 13: Update on Building Official Position**

Interim Administrator Schroeder recommended that the Council appoint City Building Inspector Toni Liljedahl as the City's Building Official on a temporary basis until a new Building Official is hired to allow the City to continue to issue building permits.

***Councilmember Smith, seconded by Councilmember Fliflet, moved TO APPOINT TONI LILJEDAHN AS BUILDING OFFICIAL ON MARCH 26, 2016 ON A TEMPORARY BASIS UNTIL ANOTHER BUILDING OFFICIAL IS APPOINTED. Motion passed 5 – 0.***

Interim Administrator Schroeder presented alternatives for building inspection services to cover the vacancy in the Building Department on a temporary basis.

***Councilmember Bloyer, seconded by Mayor Pearson, moved TO GIVE THE CITY ADMINISTRATOR THE LATITUDE NEEDED TO FILL THE BUILDING OFFICIAL VACANCY.***

***Councilmember Fliflet, seconded by Councilmember Smith, moved a substitute motion TO AUTHORIZE THE CITY ADMINISTRATOR TO HIRE TEMPORARY HELP IF NEED TO FILL THE GAP UNTIL A PERMANENT SOLUTION IS FOUND AND BROUGHT TO THE CITY COUNCIL. Motion passed 3 – 2. (Pearson, Bloyer – nay)***

**Primary motion passed as substituted, 5 – 0.**

**COUNCIL REPORTS**

**Mayor Pearson:** Attended a press conference at Tartan Park, met with Lake Elmo Jaycees prepping for the 40<sup>th</sup> anniversary of Huff N Puff days, followed up with Sanctuary residents, spoke with downtown residents and business owners, meetings with residents. Commented on the censure of Councilmember Bloyer.

**Councilmember Fliflet:** Announced selection of Kristina Handt as the new City Administrator, thanked Washington County staff for presentation on stoplights. Reported on the Environmental Committee meeting, attended Tartan Park press conference.



**LAKE ELMO CITY COUNCIL MINUTES**  
**MARCH 15, 2016**

**Councilmember Smith:** Attended press conference at Tartan Park, worked on phone calls regarding City topics.

**Councilmember Lundgren:** Attended Council workshop regarding traffic light at 50<sup>th</sup> Street, Lake Elmo Fire Relief meeting and Environmental Committee meeting. Announced new location for the Farmers Market and upcoming vendor meeting at the Library.

**Councilmember Bloyer:** Met with Mayor Pearson and Washington County staff regarding a stop light on Manning at 50<sup>th</sup> Street, attended the Tartan Park press conference, noted no plan yet for the unionization vote, called on the Council to hire a third party to investigate allegations against him involving a staff member.

**STAFF REPORTS AND ANNOUNCEMENTS**

**Interim City Administrator Schroeder:** Announced vacancies for citizens to participate in the Human Resources Committee, attended Tartan Park press conference, met with the City of Oakdale Administrator and Engineer, met with Washington County regarding Manning Avenue Phase 2, preparing for Parks Commission meeting and meeting with Washington County regarding the Library. Working on downtown cell tower locations and asked for the Mayor and one Councilmember to attend meetings with the union to negotiate the first contract. Mayor Pearson and Councilmember Fliflet agreed to attend.

**City Clerk Johnson:** No report.

**Finance Director Bendel:** Reported that the audit went well and is hoping to present the results at the last meeting in May.

**City Attorney Sonsalla:** Reviewed the Mayor's Handbook updates and meeting regarding the Nature Center.

**Planning Director Wensman:** Working on ordinance reviews and preparing for the new City Planner to join the staff.

**City Engineer Griffin:** Working on bids for the 2016 street improvements, securing Kelvin Ave. easements, downtown phase 2 project and other projects.

Meeting adjourned at 10:56 pm.

**LAKE ELMO CITY COUNCIL**

ATTEST:

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

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

**CITY OF LAKE ELMO  
CITY COUNCIL MINUTES  
APRIL 5, 2016**

**CALL TO ORDER/PLEDGE OF ALLEGIANCE**

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

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

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

Others present: Parliamentarian Joshua Martin

**APPROVAL OF AGENDA**

*Councilmember Bloyer, seconded by Mayor Pearson, moved TO MOVE THE CLOSED SESSION TO THE REGULAR AGENDA.*

City Attorney Sonsalla clarified the nature of the discussion to be held during the closed session and noted that the state statutes allow this discussion to be held during closed session but the Council may choose to hold the discussion during the regular meeting.

**Motion failed 2 – 3. (Fliflet, Lundgren, Smith – nay)**

Items 2, 5, 8 and 9 were moved to the Regular Agenda. Item 10 was postponed to the May 3, 2016 meeting. Conditional Job Offer to New Fire Department Recruit was added to the Consent Agenda.

**Agenda approved as amended.**

**ACCEPT MINUTES**

Councilmember Smith asked if there was an agreement between the parties that should be included in the motion under Item 7 in the February 2, 2016 minutes.

*Councilmember Fliflet, seconded by Councilmember Bloyer, moved TO DIRECT THE CLERK TO REVIEW THE VIDEO AND BRING THE FEBRUARY 2, 2016 MINUTES BACK FOR APPROVAL. Motion passed 5 – 0.*

Clerk Johnson noted a correction to the motion at the top of page 4 in the February 16, 2016 minutes to state that Councilmember Smith's motion was withdrawn. **February 16, 2016 minutes approved as corrected.**

March 2, 2016 minutes were tabled to the next meeting for verification of the vote on a motion made regarding Item 20.

Minutes of the March 8, 2016 special meeting were accepted as presented.

**PUBLIC COMMENTS/INQUIRIES**

Virginia Pleban, 8245 59<sup>th</sup> Street N., asked for volunteers to assist with weeding and maintaining rain gardens in the City and commented on Council Member conduct. Councilmember Fliflet

stated that she would bring rain garden maintenance to the Environmental Committee for consideration.

Dave Moore, 8680 Stillwater Boulevard, inquired as to the purpose of the Environmental Committee.

Bill Wacker, 3603 Laverne Avenue N., commented on the Fire Department and expressed concerns over staffing due to recruitment challenges.

Barry Weeks, 3647 Lake Elmo Avenue N., expressed concern over the closed session at the end of the Council meeting and lack of public input on the issue the Council is scheduled to discuss.

### **PRESENTATIONS**

#### **National Library Week Proclamation:**

Mayor Pearson read the National Library Week Presentation. Councilmember Fliflet recognized Library Director Nate Deprey for the work he does at the Library.

#### **Fire Department New Recruit:**

Chief Malmquist introduced new recruit Todd Galuska, noting that the City is fortunate to have Mr. Galuska's 5 years of experience and training from his previous department. Mr. Galuska thanked the City for the opportunity to serve as a Firefighter.

### **CONSENT AGENDA**

- 3. Accept 2015 Lake Elmo Firefighters Relief Association Actuarial Report**
- 4. Adopt Resolution Requesting a Traffic Light at 50<sup>th</sup> Street – Resolution 2016-25**
- 6. Approve Hiring of Building Official**
- 7. Adopt Amended 2016 Fee Schedule – Ordinance 08-132**
- 9.5 Conditional Job Offer to New Recruit**

**Consent Agenda approved as presented.**

### **ITEM 2: Approve Payment of Disbursements**

Councilmember Bloyer requested clarification on library card reimbursements.

***Councilmember Fliflet, seconded by Councilmember Smith, moved TO APPROVE PAYMENT OF DISBURSEMENTS. Motion passed 5 – 0.***

### **ITEM 5: Village City Property Sewer Service – Approve Quotes to Complete Sewer Service Connections**

Councilmember Smith expressed concern over extending sewer service to the park shelter when the park may be redesigned. City Engineer Griffin stated that the City has one year to connect the park shelter to the sewer system.

***Councilmember Lundgren, seconded by Councilmember Fliflet, moved TO AWARD A CONTRACT WITH CAPRA'S UTILITIES, INC TO COMPLETE SANITARY SEWER***

***SERVICE IMPROVEMENTS FOR TWO CITY OWNED PROPERTIES: THE LAKE ELMO LIBRARY AND FIRE STATION ONE, AND TO CONNECT LIONS PARK SHELTER IN THE FUTURE. Motion passed 5 – 0.***

**ITEM 8: Approve Lawful Gambling Premises Permit for Pull Tab Sales at the Machine Shed Restaurant**

***Mayor Pearson, seconded by Councilmember Bloyer, moved TO APPROVE RESOLUTION 2016-26 APPROVING A LAWFUL GAMBLING PREMISES PERMIT FOR THE OAKDALE ATHLETIC ASSOCIATION.***

***Councilmember Fliflet, seconded by Councilmember Smith, moved TO POSTPONE THE PENDING MOTION TO THE APRIL 19, 2016 MEETING. Motion passed 3 – 2. (Pearson, Bloyer – nay)***

**ITEM 9: Savona 4<sup>th</sup> Addition Developer Agreement**

Councilmember Smith asked staff for confirmation that the issues previously discussed by the Council are included in the Developer Agreement and are being completed. City Attorney Sonsalla stated that she has reviewed the Developer Agreement and everything seems to be in line, noting that the list of items included with final plat approval must be complete before the 4<sup>th</sup> Addition plat will be released.

***Councilmember Lundgren, seconded by Mayor Pearson, moved TO ADOPT RESOLUTION 2016-20 APPROVING THE DEVELOPER AGREEMENT FOR SAVONA 4<sup>TH</sup> ADDITION. Motion passed 5 – 0.***

**ITEM 11: Easton Village Park Plan**

Former Interim Administrator Schroeder summarized the park plan and timeline in the Developer's Agreement for installation of the City park on Outlot D. Costs and options for layout of the sidewalk, curbing and play structures were presented. Public Works Superintendent Bouthilet commented on cost savings for utilizing the developer to prepare the site and install curbing. Bouthilet also noted that it will be easier to install the park before the homes are all built up around it and it will allow future residents to see where the park will be when choosing their lot.

***Councilmember Smith, seconded by Councilmember Bloyer, moved TO DIRECT STAFF TO COORDINATE WITH EASTON VILLAGE TO GRADE THE PARK PAD AND INSTALL CONCRETE CURBING WHILE EASTON VILLAGE HAS CREWS ON-SITE, PURCHASE PROPOSED LARGE PARK AMENITIES AND HAVE AMENITIES INSTALLED THIS SUMMER. Motion passed 5 – 0.***

**ITEM 12: 2016 Street Improvements – Approve Bids and Award Contract**

City Engineer Griffin reviewed the areas included in the project and reported that four very competitive bids were received. Griffin also reported on funding sources and the estimated completion date of August 12, 2016.

***Councilmember Smith, seconded by Councilmember Lundgren, moved TO APPROVE RESOLUTION 2016-21, ACCEPTING BIDS AND AWARDING A CONTRACT TO HARDRIVES, INC. FOR THE BASE BID PLUS ALTERNATE NO. 1 IN THE AMOUNT OF \$1,189,610.33 FOR THE 2016 STREET, DRAINAGE AND UTILITY IMPROVEMENTS. Motion passed 4 – 0 – 1. (Fliflet – abstain)***

Councilmember Fliflet stated that she abstained because she is opposed to the water project opposed by some residents.

**ITEM 13: Inwood Booster Station Improvements – Accept Bids and Award Contract**

City Engineer Griffin reported that bids for the project came in higher than anticipated, but after reviewing the bids and Department of Health requirements; Griffin stated the project should be awarded as is. Griffin reviewed the cost figures for the booster station and the overall Inwood water system.

***Councilmember Lundgren, seconded by Councilmember Smith, moved TO APPROVE RESOLUTION 2016-23, ACCEPTING BIDS AND AWARDING A CONTRACT TO MAGNEY CONSTRUCTION, INC. FOR THE BASE BID IN THE AMOUNT OF \$1,308,404 FOR THE INWOOD WATER BOOSTER STATION IMPROVEMENTS. Motion passed 5 – 0.***

Engineer Griffin requested Council authorization for work to be done by Xcel Energy at the site as well.

***Councilmember Smith, seconded by Councilmember Lundgren, moved TO AUTHORIZE THE CITY ADMINISTRATOR TO EXECUTE AN AGREEMENT WITH XCEL ENERGY TO BRING THREE PHASE POWER TO THE BOOSTER STATION SITE. Motion passed 5 – 0.***

**ITEM 14: CSAH 15 (Manning Avenue) – Phase 1 Cooperative Agreement**

City Engineer Griffin presented a Cooperative Agreement between the City and Washington County for cost participation in the Manning Avenue Phase 1 improvements.

***Councilmember Smith, seconded by Councilmember Lundgren, moved TO APPROVE RESOLUTION 2016-22 APPROVING COOPERATIVE AGREEMENT 10144 WITH WASHINGTON COUNTY FOR STATE AID HIGHWAY 15 (MANNING AVENUE) PHASE 1 IMPROVEMENTS. Motion passed 4 – 1. (Pearson opposed)***

Mayor Pearson stated concerns over the cost of the trail included in the project and potential cost for moving the traffic light.

**ITEM 15: Downtown Phase 1 and 2 Improvements – Project Update**

City Engineer Griffin presented summary and detailed information on costs for Phase 1 and 2 improvements. Location maps, project phasing and project schedule were also reviewed. Cost figures were presented with changes that have affected the current totals.

**ITEM 16: Old Village Phase 2: Street, Drainage and Utility Improvements – Accept Report, Adopt Project Assessment Policy and Call Public Hearing**

City Engineer Griffin presented the feasibility report, scope of improvements and assessment recommendations. Griffin reviewed the City's special assessment policy and the proposed assessment rates for each property.

*Councilmember Fliflet, seconded by Councilmember Lundgren, moved TO ADOPT RESOLUTION 2016-24 RECEIVING THE FEASIBILITY REPORT, ADOPTING PROJECT ASSESSMENT POLICY AND CALLING HEARING FOR THE OLD VILLAGE PHASE 2 STREET, DRAINAGE AND UTILITY IMPROVEMENTS. Motion passed 5 – 0.*

**ITEM 17: Mayor's Handbook – Chapter 31 Ordinance Update**

Former Interim Administrator Schroeder reviewed final changes to the draft Ordinance update.

*Councilmember Smith, seconded by Mayor Pearson, moved TO REPLACE CHAPTER 31.01-31.07 WITH THE ATTACHED CHAPTER 31.01-31.07 WITH REFERENCES TO SPEAKER TIME LIMITS CHANGED TO 4 MINUTES ON PAGES 11, 12 AND 13.*

*Councilmember Fliflet, seconded by Councilmember Lundgren, moved TO AMEND THE PRIMARY MOTION TO ADD "POSTED" BEFORE "AGENDA" IN 31.04, A, B AND C. Motion passed 4 – 1. (Bloyer – nay)*

*Councilmember Fliflet, seconded by Councilmember Lundgren, moved TO AMEND THE PRIMARY MOTION TO ADD TO 31.04B THAT TWO COUNCILMEMBERS MAY PLACE AN ITEM ON THE AGENDA. Motion passed 3 – 2. (Pearson, Bloyer – nay)*

*Councilmember Fliflet, seconded by Mayor Pearson, moved TO AMEND THE PRIMARY MOTION TO STRIKE THE CHANGE REGARDING 4 MINUTE TIME LIMITS FOR SPEAKERS. Motion passed 3 – 2. (Bloyer, Smith – nay)*

*Mayor Pearson, seconded by Councilmember Bloyer, moved TO AMEND THE PRIMARY MOTION TO ADD TO 31.04.D.6 TO STATE THAT THE COUNCIL SHALL NOT INTERRUPT THE SPEAKER BUT SHALL WAIT UNTIL AFTER THE SPEAKER IS FINISHED. Motion failed 2 – 3. (Fliflet, Lundgren, Smith – nay)*

**Primary motion passed 3 – 2. (Pearson, Bloyer – nay)**

*Councilmember Fliflet, seconded by Councilmember Lundgren, moved TO ADOPT RESOLUTION 2016-27 FOR SUMMARY PUBLICATION. Motion passed 5 – 0.*

**ITEM 18: Union Negotiation Committee**

City Administrator Handt requested that the Council appoint a committee and alternates to participate in union contract negotiations. Councilmembers discussed their individual interest and qualifications for serving on the committee.

***Councilmember Fliflet, seconded by Councilmember Lundgren, moved TO ALLOW STAFF TO MEET WITH THE LOCAL 49ers REPRESENTATIVES AND BRING BACK A FULL CONTRACT FOR COUNCIL CONSIDERATION. Motion failed 2 – 2 – 0. (Pearson, Bloyer – nay. Smith – abstain)***

***Councilmember Smith, seconded by Councilmember Lundgren, moved TO APPOINT MAYOR PEARSON AND COUNCILMEMBER FLIFLET TO ASSIST STAFF IN LABOR NEGOTIATIONS AND NOT APPOINT ALTERNATES BUT LET THE MEETINGS GO ON AS LONG AS A MAJORITY OF THE TEAM IS PRESENT. Motion passed 5 – 0.***

**COUNCIL REPORTS**

**Mayor Pearson:** Investigated an allegation against Councilmember Bloyer related to Public Works and found it to be false.

**Councilmember Fliflet:** Thanked former Interim Administrator Schroeder for his work with the City and welcomed new City Administrator Handt.

**Councilmember Smith:** Received phone calls from residents on various issues; thanked former Interim Administrator Schroeder for his service and welcomed City Administrator Handt.

**Councilmember Lundgren:** Welcomed City Administrator Handt and thanked Clark Schroeder for his service as Interim Administrator. Reported the Farmers Market group will hold a meeting April 11<sup>th</sup>, 6:30 p.m. at the Library.

**Councilmember Bloyer:** Reported the City has received a data request targeting him and warned it will be very costly to the City to produce the information.

**STAFF REPORTS AND ANNOUNCEMENTS**

**City Administrator Handt:** Thanked staff for helping during her transition.

**City Clerk Johnson:** Working on website updates and welcomed new staff members.

**Finance Director Bendel:** Pulling together final information for 2016 bonding for Finance Committee Meeting on April 13<sup>th</sup>.

**City Attorney Sonsalla:** Working on the Mayor's Handbook and working with the City Engineer on easements.

**City Engineer Griffin:** Holding an open house on April 23<sup>rd</sup> at Christ Lutheran Church for the CSAH 13 project. Received a petition for sewer access from Lake Elmo Elementary. Engineering team is completing a sweep through developments to check on erosion control.

**CLOSED SESSION**

***Mayor Pearson, seconded by Councilmember Smith, moved TO ADJOURN TO CLOSED SESSION AT 1:17 A.M. PURSUANT MN STAT. 13.D.05 SUBD. 3 TO DISCUSS A REAL***

**LAKE ELMO CITY COUNCIL MINUTES**  
**APRIL 5, 2016**

***ESTATE TRANSACTION FOR PROPERTY LOCATED AT 3504 AND 3514 LAKE ELMO AVENUE AND ONE ADJOINING VACANT PARCEL. Motion passed 3 – 2. (Pearson, Lundgren – nay)***

***Councilmember Fliflet, seconded by Councilmember Lundgren, moved TO RETURN TO OPEN SESSION AT 2:39 A.M. Motion passed 5 – 0.***

Meeting adjourned at 2:39 a.m.

**LAKE ELMO CITY COUNCIL**

ATTEST:

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

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



**CITY OF LAKE ELMO  
CITY COUNCIL MINUTES  
APRIL 19, 2016**

**CALL TO ORDER/PLEDGE OF ALLEGIANCE**

*Meeting was called to order at 7:00 pm.*

**PRESENT:** Mayor Mike Pearson and Councilmembers Julie Fliflet, Anne Smith, and Jill Lundgren. **ABSENT:** Councilmember Justin Bloyer.

Staff present: Administrator Handt, City Attorney Sonsalla, City Engineer Griffin, Finance Director Bendel, Planning Director Wensman, and City Clerk Johnson.

**APPROVAL OF AGENDA**

Items 11 and 15 were moved from the Consent Agenda to the Regular Agenda. **Agenda approved as amended.**

**ACCEPT MINUTES**

*Councilmember Fliflet, seconded by Councilmember Smith, moved TO APPROVE THE FEBRUARY 2, 2016 MINUTES WITH THE REMOVAL OF THE LAST PARAGRAPH ON PAGE 1. Motion passed 3 – 1. (Pearson – nay)*

**March 2, 2016 Minutes approved as presented.**

**PUBLIC COMMENTS/INQUIRIES**

Virginia Pleban, 8245 59<sup>th</sup> Street North, spoke about volunteerism and encouraged others to appreciate volunteers.

**PRESENTATIONS**

**Arbor Day:** Mayor Pearson read the Arbor Day Proclamation

**Environmental Committee:** Committee Member Wendy Griffin spoke on behalf of the Environmental Committee and reported that a tree giveaway will be held on Arbor Day for Lake Elmo residents.

**Lake Elmo Jaycees:** President Casey Block presented the City with a \$10,000 donation from charitable gambling.

**CONSENT AGENDA**

- 2. Approve Payment of Disbursements**
- 3. Accept March 2016 Financial Statements**
- 4. Accept March 2016 Assessor's Report**

5. Approve Lift Station Repairs
6. Approve Hiring of Part Time Fire Department Administrative Assistant
7. Authorize Hiring of Interns
8. Authorize Advertisement for Public Works Director Position
9. 2016 Crack Sealing – Receive Quotes and Award Contract
10. Approve Inwood Water Tower Zoning Map Amendment- *Ordinance 08-134*
11. ~~Approve Home Occupation Definition Change- *Ordinance 08-135*~~
12. Comprehensive Map Amendment for MUSA – *Resolution 2016-31*
13. Approve Lawful Gambling Premises Permit for Pull Tab Sales at the Machine Shed Restaurant – *Resolution 2016-29*
14. Approve Summary Publication of Ordinance 08-132 Amending 2016 Fee Schedule – *Resolution 2016-30*
15. ~~Approve Waiving the Fee for Residents for Clean-up Day~~
16. Approve Fence Easement Encroachment Agreement 11913 32<sup>nd</sup> St N

Consent agenda approved as presented.

### **REGULAR AGENDA**

#### **ITEM 11: Approve Home Occupation Definition Change**

Planning Director Wensman reviewed the proposed change in home occupation definitions as recommended by the Planning Commission.

*Mayor Pearson, seconded by Councilmember Lundgren, moved TO APPROVE ORDINANCE 08-135 AMENDING THE HOME OCCUPATION DEFINITIONS OF CHAPTERS 154 & 11 OF LAKE ELMO'S MUNICIPAL CODE BY REMOVING "HAIRDRESSING," LIMITING STOCK IN TRADE TO 1000 SQUARE FEET, ALLOWING RETAIL SALES ANCILLARY TO THE PERMITTED BUSINESS, ELIMINATE THE WORD "HAIRDRESSING" AND REMOVING THE PROHIBITION OF BARBER SHOPS AND BEAUTY SALONS, AND AMENDING CHAPTER 11, SECTION 11.0: DEFINITIONS OF LAKE ELMO'S MUNICIPAL CODE BY ADDING A STOCK-IN-TRADE DEFINITION. Motion passed 4 – 0.*

#### **ITEM 15: Approve Waiving the Fee for Residents for Clean Up Day**

City Administrator Handt stated that the Environmental Committee is working on organizing the event and reported on past fee amounts collected and grant funds available for use.

*Councilmember Smith, seconded by Councilmember Lundgren, moved TO APPROVE WAIVING THE FEE FOR RESIDENTS FOR CLEAN UP DAY.*

*Councilmember Fliflet, seconded by Councilmember Smith, moved an amendment adding TO EXPAND THE SCOPE OF CLEAN UP DAY TO INCLUDE ELECTRONICS AND BRUSH AND OTHER ITEMS THE ENVIRONMENTAL COMMITTEE CAN ORGANIZE. Motion passed 3 – 1. (Pearson – nay).*

**Primary motion passed 3 – 1 as amended. (Pearson – nay)**

Mayor Pearson stated that other uses could be found for the funds that will be used to pay for this event, and waiving the fee may have consequences in the future.

**ITEM 17: 2016 Street Improvements – Adopt Resolution 2016-31 Approving 2016 Street and Utility Improvements and Rescinding Resolution 2015-82**

City Administrator Handt reported on the need to rescind Resolution 2015-82 and adopt a new resolution to approve the 2016 Street and Utility Improvements, noting that the resolution must pass by a 4/5 vote in order to be accepted by bond counsel for inclusion in the 2016 Capital Financing Plan.

*Councilmember Fliflet moved TO TABLE ITEM 17 TO THE MAY 3, 2016 MEETING. Motion failed – no second.*

*Mayor Pearson moved TO ADOPT RESOLUTION 2016-31 APPROVING 2016 STREET AND UTILITY IMPROVEMENTS AND RESCINDING RESOLUTION 2015-82. Motion failed – no second.*

Councilmember Fliflet requested staff prepare options for consideration at the next meeting that would include breaking out components of the project.

**ITEM 18: 2016 Capital Improvement Financing Plan; Approval of the Issuance of G. O. Bond Series 2016A**

Tammy Omdahl presented a Finance Plan Summary for the issuance of General Obligation Bonds, discussed Mooty's comments on the City's bond rating and reviewed the timeline for sale of bonds. Omdahl noted that the Council could put off action until the next meeting but does need to take action prior to the scheduled May 17, 2016 sale date.

*Councilmember Smith, seconded by Councilmember Fliflet, moved TO POSTPONE ITEM 18 TO THE MAY 3, 2016 MEETING. Motion passed 4 – 0.*

**ITEM 19: Village Preserve 2<sup>nd</sup> Addition Final Plat**

City Planner Wensman presented the final plat for Village Preserve 2<sup>nd</sup> Addition and Planning Commission recommendations for approval. Street naming was discussed to address potential conflicts with the use of Laverne as a street name.

***Councilmember Smith, seconded by Councilmember Fliflet, moved TO APPROVE RESOLUTION 2016-35 GRANTING APPROVAL OF THE VILLAGE PRESERVE 2<sup>ND</sup> ADDITION FINAL PLAT WITH 13 CONDITIONS BASED ON THE FINDINGS OF FACT IN THE STAFF REPORT.***

***Councilmember Fliflet, seconded by Councilmember Smith, moved TO STRIKE CONDITION #8 AND REPLACE IT WITH A CONDITION STATING THAT ALL STREETS WILL COMPLY WITH THE CITY'S STREET NAMING CONVENTION POLICY. Motion passed 4 – 0.***

**Primary motion passed 4 – 0 as amended.**

**ITEM 20a: Inwood 3<sup>rd</sup> Addition Final Plat**

Planning Director Wensman reviewed the plat for the Inwood 3<sup>rd</sup> Addition and the proposed conditions of approval recommended by staff and the Planning Commission. Council added condition 11 by consensus that all streets follow the City's naming convention.

***Councilmember Smith, seconded by Councilmember Lundgren, moved TO ADOPT RESOLUTION 2016-34 APPROVING THE FINAL PLAT FOR INWOOD 3<sup>RD</sup> ADDITION WITH THE FINDINGS IN THE STAFF REPORT AND THE ADDITION OF CONDITION 11. Motion passed 4 – 0.***

**ITEM 20b: Inwood 3<sup>rd</sup> Addition Developers Agreement**

Planning Director Wensman reported that the Council was provided with an updated draft prior to the meeting.

***Councilmember Smith, seconded by Councilmember Lundgren, moved TO APPROVE RESOLUTION 2016-33 APPROVING THE DEVELOPERS AGREEMENT FOR INWOOD 3<sup>RD</sup> ADDITION. Motion passed 4 – 0.***

**COUNCIL REPORTS**

**Mayor Pearson:** Represented the City at the St. Paul Power and Sailboat Squadron boater safety meeting, met with property owners, downtown business owners and staff, met with Cable Commission rep Ginny Holder, commented on the city's use of a parliamentarian and the censure of Councilmember Bloyer.

**Councilmember Fliflet:** Attended the Finance Committee meeting and very excited about the work coming from the Environmental Committee.

**Councilmember Smith:** Attended the Finance Committee meeting and addressed numerous resident issues.

**LAKE ELMO CITY COUNCIL MINUTES**  
**APRIL 19, 2016**

**Councilmember Lundgren:** Attended the Environmental Committee meeting, announced Farmer's Market vendor meeting May 25<sup>th</sup>, 6:30 pm at the Library.

**STAFF REPORTS AND ANNOUNCEMENTS**

**City Administrator Handt:** Attended the Finance Committee meeting, beginning budgeting process work, attended development meetings, worked on Verizon cell tower issues, attended Parks Commission meeting, met with cable commission representatives regarding franchise renewal, addressed resident issues and reminded the Council of the Board of Appeals and Equalization meeting.

**City Clerk Johnson:** Reported on work on the City website, Facebook page and weekly FRESH email to help provide information to residents.

**Finance Director Bendel:** Sent out first quarter water bills, working on the 2016 bonding cycle.

**City Attorney Sonsalla:** Working on Inwood Developers Agreement, noise ordinance amendments, warning siren easement, controlled burn agreement.

**Planning Director Wensman:** Addressed resident concerns regarding construction, comp plan amendment, rezoning, developer interest.

**City Engineer Griffin:** Holding a joint open house Thursday 6:30 pm – 8:30 pm at Christ Lutheran Church, preconstruction meetings and continuing erosion control enforcement.

**Parliamentarian Wendt:** Stated he is happy to take questions from the public about his work and encouraged the public to contact him.

Meeting adjourned at 9:25 pm.

**LAKE ELMO CITY COUNCIL**

ATTEST:

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

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



## MAYOR & COUNCIL COMMUNICATION

**DATE:** May 3, 2016  
**CONSENT**  
**ITEM** #2  
**MOTION**

**AGENDA ITEM:** Approve Disbursements in the amount of \$162,700.53

**SUBMITTED BY:** Patty Baker, Accountant

**THROUGH:** Cathy Bendel, Finance Director

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

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

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

**POLICY RECOMMENDER:** Finance

**FISCAL IMPACT:** \$162,700.53

**SUMMARY AND ACTION REQUESTED:** As part of its Consent Agenda, the City Council is asked to approve disbursements in the amount of \$162,700.53. 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           | \$ 12,581.30         | Payroll Taxes to IRS & MN Dept of Revenue 04/28/16 |
| ACH           | \$ 6,733.02          | Payroll Retirement to PERA 04/28/16                |
| ACH           | \$ 1,200.00          | Payroll Retirement to ICMA 04/28/16                |
| DD7128-DD7158 | \$ 29,716.59         | Payroll (Direct Deposits) 04/28/16                 |
| 44240-44291   | \$ 112,469.62        | Accounts Payable 05/03/16                          |
|               |                      |                                                    |
|               |                      |                                                    |
|               |                      |                                                    |
|               |                      |                                                    |
|               |                      |                                                    |
| <b>TOTAL</b>  | <b>\$ 162,700.53</b> |                                                    |

**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 \$162,700.53.

**ATTACHMENTS:**

1. Accounts Payable – check registers

K. H. H. H.

# Accounts Payable To Be Paid Proof List

User: PattyB  
Printed: 04/28/2016 - 1:54 PM  
Batch: 008-04-2016

| Invoice #                        | Inv Date                       | Amount | Quantity | Pmt Date   | Description      | Reference | Task | Type | PO # | Close POLine # |
|----------------------------------|--------------------------------|--------|----------|------------|------------------|-----------|------|------|------|----------------|
| ANCOM ANCOM Communications, Inc. |                                |        |          |            |                  |           |      |      |      |                |
| 59743                            | 04/18/2016                     | 12.00  | 0.00     | 05/03/2016 | Shipping Charges |           | -    | No   |      | 0000           |
| 101-420-2220-43230               | Radio                          | 12.00  |          |            |                  |           |      |      |      |                |
|                                  | 59743 Total:                   | 12.00  |          |            |                  |           |      |      |      |                |
|                                  | ANCOM Total:                   | 12.00  |          |            |                  |           |      |      |      |                |
| BAKERTAY Baker & Taylor          |                                |        |          |            |                  |           |      |      |      |                |
| 2031775649                       | 03/03/2016                     | 7.20   | 0.00     | 05/03/2016 | Books            |           | -    | No   |      | 0000           |
| 206-450-5300-42500               | Library Collection Maintenance |        |          |            |                  |           |      |      |      |                |
|                                  | 2031775649 Total:              | 7.20   |          |            |                  |           |      |      |      |                |
| 2031775650                       | 03/03/2016                     | 14.96  | 0.00     | 05/03/2016 | Books            |           | -    | No   |      | 0000           |
| 206-450-5300-42500               | Library Collection Maintenance |        |          |            |                  |           |      |      |      |                |
|                                  | 2031775650 Total:              | 14.96  |          |            |                  |           |      |      |      |                |
| 2031779462                       | 03/04/2016                     | 40.07  | 0.00     | 05/03/2016 | Books            |           | -    | No   |      | 0000           |
| 206-450-5300-42500               | Library Collection Maintenance |        |          |            |                  |           |      |      |      |                |
|                                  | 2031779462 Total:              | 40.07  |          |            |                  |           |      |      |      |                |
| 2031812370                       | 03/14/2016                     | 6.75   | 0.00     | 05/03/2016 | Books            |           | -    | No   |      | 0000           |
| 206-450-5300-42500               | Library Collection Maintenance |        |          |            |                  |           |      |      |      |                |
|                                  | 2031812370 Total:              | 6.75   |          |            |                  |           |      |      |      |                |
| 2031812371                       | 03/14/2016                     | 16.22  | 0.00     | 05/03/2016 | Books            |           | -    | No   |      | 0000           |
| 206-450-5300-42500               | Library Collection Maintenance |        |          |            |                  |           |      |      |      |                |
|                                  | 2031812371 Total:              | 16.22  |          |            |                  |           |      |      |      |                |
| 2031812372                       | 03/14/2016                     | 15.97  | 0.00     | 05/03/2016 | Books            |           | -    | No   |      | 0000           |
| 206-450-5300-42500               | Library Collection Maintenance |        |          |            |                  |           |      |      |      |                |
|                                  | 2031812372 Total:              | 15.97  |          |            |                  |           |      |      |      |                |
| 2031812373                       | 03/14/2016                     | 10.38  | 0.00     | 05/03/2016 | Books            |           | -    | No   |      | 0000           |
| 206-450-5300-42500               | Library Collection Maintenance |        |          |            |                  |           |      |      |      |                |
|                                  | 2031812373 Total:              | 10.38  |          |            |                  |           |      |      |      |                |
| 2031812374                       | 03/14/2016                     | 5.19   | 0.00     | 05/03/2016 | Books            |           | -    | No   |      | 0000           |
| 206-450-5300-42500               | Library Collection Maintenance |        |          |            |                  |           |      |      |      |                |
|                                  | 2031812374 Total:              | 5.19   |          |            |                  |           |      |      |      |                |
| 2031812375                       | 03/14/2016                     | 44.85  | 0.00     | 05/03/2016 | Books            |           | -    | No   |      | 0000           |
| 206-450-5300-42500               | Library Collection Maintenance |        |          |            |                  |           |      |      |      |                |



| Invoice #                                  | Inv Date                             | Amount   | Quantity | Pmt Date   | Description        | Reference | Task | Type | PO # | Close PO Line # |
|--------------------------------------------|--------------------------------------|----------|----------|------------|--------------------|-----------|------|------|------|-----------------|
| 2031814334                                 | 2031812375 Total:<br>03/15/2016      | 44.85    |          |            |                    |           |      |      |      |                 |
| 206-450-5300-42500                         | Library Collection Maintenance       | 254.16   | 0.00     | 05/03/2016 | Books              |           | -    |      | No   | 0000            |
| 2031817319                                 | 2031814334 Total:<br>03/16/2016      | 254.16   |          |            |                    |           |      |      |      |                 |
| 206-450-5300-42500                         | Library Collection Maintenance       | 15.51    | 0.00     | 05/03/2016 | Books              |           | -    |      | No   | 0000            |
| 2031817320                                 | 2031817319 Total:<br>03/16/2016      | 15.51    |          |            |                    |           |      |      |      |                 |
| 206-450-5300-42500                         | Library Collection Maintenance       | 10.00    | 0.00     | 05/03/2016 | Books              |           | -    |      | No   | 0000            |
| 2031817321                                 | 2031817320 Total:<br>03/16/2016      | 10.00    |          |            |                    |           |      |      |      |                 |
| 206-450-5300-42500                         | Library Collection Maintenance       | 162.64   | 0.00     | 05/03/2016 | Books              |           | -    |      | No   | 0000            |
| 2031852814                                 | 2031817321 Total:<br>03/28/2016      | 162.64   |          |            |                    |           |      |      |      |                 |
| 206-450-5300-42500                         | Library Collection Maintenance       | 9.94     | 0.00     | 05/03/2016 | Books              |           | -    |      | No   | 0000            |
| 2031852815                                 | 2031852814 Total:<br>03/28/2016      | 9.94     |          |            |                    |           |      |      |      |                 |
| 206-450-5300-42500                         | Library Collection Maintenance       | 15.51    | 0.00     | 05/03/2016 | Books              |           | -    |      | No   | 0000            |
| 2031852816                                 | 2031852815 Total:<br>03/28/2016      | 15.51    |          |            |                    |           |      |      |      |                 |
| 206-450-5300-42500                         | Library Collection Maintenance       | 14.95    | 0.00     | 05/03/2016 | Books              |           | -    |      | No   | 0000            |
| 2031852817                                 | 2031852816 Total:<br>03/28/2016      | 14.95    |          |            |                    |           |      |      |      |                 |
| 206-450-5300-42500                         | Library Collection Maintenance       | 134.46   | 0.00     | 05/03/2016 | Books              |           | -    |      | No   | 0000            |
| 2031852818                                 | 2031852817 Total:<br>03/28/2016      | 134.46   |          |            |                    |           |      |      |      |                 |
| 206-450-5300-42500                         | Library Collection Maintenance       | 7.14     | 0.00     | 05/03/2016 | Books              |           | -    |      | No   | 0000            |
| 2031852818                                 | 2031852818 Total:<br>04/05/2016      | 7.14     |          |            |                    |           |      |      |      |                 |
| 206-450-5300-42500                         | Library Collection Maintenance       | 9.41     | 0.00     | 05/03/2016 | books              |           | -    |      | No   | 0000            |
| 2031882490                                 | 2031882490 Total:<br>04/05/2016      | 16.55    |          |            |                    |           |      |      |      |                 |
| 206-450-5300-42500                         | Library Collection Maintenance       | 15.51    | 0.00     | 05/03/2016 | Books              |           | -    |      | No   | 0000            |
| 2031882491                                 | 2031882490 Total:<br>04/05/2016      | 15.51    |          |            |                    |           |      |      |      |                 |
| 206-450-5300-42500                         | Library Collection Maintenance       | 76.90    | 0.00     | 05/03/2016 | Books              |           | -    |      | No   | 0000            |
| 2031882492                                 | 2031882491 Total:<br>04/05/2016      | 76.90    |          |            |                    |           |      |      |      |                 |
| 206-450-5300-42500                         | Library Collection Maintenance       | 178.15   | 0.00     | 05/03/2016 | Books              |           | -    |      | No   | 0000            |
| 2031882492                                 | 2031882492 Total:<br>BAKERTAY Total: | 178.15   |          |            |                    |           |      |      |      |                 |
|                                            |                                      | 1,065.87 |          |            |                    |           |      |      |      |                 |
| BERKLEY Insurance Trust League of MN Citie |                                      |          |          |            |                    |           |      |      |      |                 |
| 32005                                      | 04/18/2016                           | 8,278.68 | 0.00     | 05/03/2016 | Workers Comp Final |           | -    |      | No   | 0000            |
| 101-000-0000-20200                         | Accounts Payable                     |          |          |            |                    |           |      |      |      |                 |

| Invoice #                   | Inv Date                    | Amount   | Quantity | Pmt Date   | Description               | Reference | Task | Type | PO # | Close POLine # |
|-----------------------------|-----------------------------|----------|----------|------------|---------------------------|-----------|------|------|------|----------------|
| 32005                       | 04/18/2016                  | 399.48   | 0.00     | 05/03/2016 | Workers Comp Final        |           | -    | No   |      | 0000           |
| 601-000-0000-20200          | Accounts Payable            |          |          |            |                           |           |      |      |      |                |
| 32005                       | 04/18/2016                  | 270.84   | 0.00     | 05/03/2016 | Workers Comp Final        |           | -    | No   |      | 0000           |
| 602-000-0000-20200          | Accounts Payable            |          |          |            |                           |           |      |      |      |                |
|                             | 32005 Total:                | 8,949.00 |          |            |                           |           |      |      |      |                |
|                             | BERKLEY Total:              | 8,949.00 |          |            |                           |           |      |      |      |                |
| <hr/>                       |                             |          |          |            |                           |           |      |      |      |                |
| BERTELSON Bertelson's       |                             |          |          |            |                           |           |      |      |      |                |
| WO-189031-1                 | 03/30/2016                  | 75.20    | 0.00     | 05/03/2016 | Paper towels              |           | -    | No   |      | 0000           |
| 101-410-1940-44300          | Miscellaneous               |          |          |            |                           |           |      |      |      |                |
|                             | WO-189031-1 Total:          | 75.20    |          |            |                           |           |      |      |      |                |
|                             | BERTELSON Total:            | 75.20    |          |            |                           |           |      |      |      |                |
| <hr/>                       |                             |          |          |            |                           |           |      |      |      |                |
| BOLTONME Bolton & Menk, Inc |                             |          |          |            |                           |           |      |      |      |                |
| 0189043                     | 04/12/2016                  | 280.00   | 0.00     | 05/03/2016 | PVR Station               |           | -    | No   |      | 0000           |
| 601-494-9400-43030          | Engineering Services        |          |          |            |                           |           |      |      |      |                |
| 0189043                     | 04/12/2016                  | 420.00   | 0.00     | 05/03/2016 | PVR Station               |           | -    | No   |      | 0000           |
| 602-495-9450-43030          | Engineering Services        |          |          |            |                           |           |      |      |      |                |
|                             | 0189043 Total:              | 700.00   |          |            |                           |           |      |      |      |                |
|                             | BOLTONME Total:             | 700.00   |          |            |                           |           |      |      |      |                |
| <hr/>                       |                             |          |          |            |                           |           |      |      |      |                |
| CARDMEMB Cardmember Service |                             |          |          |            |                           |           |      |      |      |                |
| 04192016                    | 04/16/2016                  | 56.49    | 0.00     | 05/03/2016 | Michels                   |           | -    | No   |      | 0000           |
| 101-450-5200-42250          | Landscaping Materials       |          |          |            |                           |           |      |      |      |                |
| 04192016                    | 04/16/2016                  | 497.12   | 0.00     | 05/03/2016 | Benches                   |           | -    | No   |      | 0000           |
| 101-450-5200-44030          | Repairs/Maint Imp Not Bldgs |          |          |            |                           |           |      |      |      |                |
| 04192016                    | 04/16/2016                  | 337.06   | 0.00     | 05/03/2016 | Plants - City Hall        |           | -    | No   |      | 0000           |
| 101-410-1940-44300          | Miscellaneous               |          |          |            |                           |           |      |      |      |                |
| 04192016                    | 04/16/2016                  | 99.00    | 0.00     | 05/03/2016 | Amazon Prime Membership   |           | -    | No   |      | 0000           |
| 101-430-3100-44330          | Dues & Subscriptions        |          |          |            |                           |           |      |      |      |                |
| 04192016                    | 04/16/2016                  | 64.26    | 0.00     | 05/03/2016 | Holiday                   |           | -    | No   |      | 0000           |
| 101-420-2220-44300          | Miscellaneous               |          |          |            |                           |           |      |      |      |                |
| 04192016                    | 04/16/2016                  | 265.00   | 0.00     | 05/03/2016 | Service Award             |           | -    | No   |      | 0000           |
| 101-420-2220-44300          | Miscellaneous               |          |          |            |                           |           |      |      |      |                |
| 04192016                    | 04/16/2016                  | 90.00    | 0.00     | 05/03/2016 | Constant Contact          |           | -    | No   |      | 0000           |
| 101-410-1450-43180          | Information Technology/Web  |          |          |            |                           |           |      |      |      |                |
| 04192016                    | 04/16/2016                  | 50.00    | 0.00     | 05/03/2016 | Software                  |           | -    | No   |      | 0000           |
| 101-430-3100-43180          | Information Technology/Web  |          |          |            |                           |           |      |      |      |                |
| 04192016                    | 04/16/2016                  | 860.00   | 0.00     | 05/03/2016 | Annual ICMA Membership    |           | -    | No   |      | 0000           |
| 101-410-1320-44330          | Dues & Subscriptions        |          |          |            |                           |           |      |      |      |                |
| 04192016                    | 04/16/2016                  | 100.68   | 0.00     | 05/03/2016 | envelopes for water bills |           | -    | No   |      | 0000           |
| 601-494-9400-44300          | Miscellaneous               |          |          |            |                           |           |      |      |      |                |

| Invoice #                       | Inv Date                       | Amount   | Quantity | Pmt Date   | Description         | Reference | Task | Type | PO # | Close | POLine # |
|---------------------------------|--------------------------------|----------|----------|------------|---------------------|-----------|------|------|------|-------|----------|
| 04192016                        | 04/16/2016                     | 49.23    | 0.00     | 05/03/2016 | Supplies            |           | -    |      |      | No    | 0000     |
| 206-450-5300-42000              | Office Supplies                |          |          |            |                     |           |      |      |      |       |          |
| 04192016                        | 04/16/2016                     | 478.86   | 0.00     | 05/03/2016 | Library             |           | -    |      |      | No    | 0000     |
| 206-450-5300-42500              | Library Collection Maintenance |          |          |            |                     |           |      |      |      |       |          |
| 04192016                        | 04/16/2016                     | 214.12   | 0.00     | 05/03/2016 | Miscellaneous       |           | -    |      |      | No    | 0000     |
| 206-450-5300-44300              | Miscellaneous                  |          |          |            |                     |           |      |      |      |       |          |
| 04192016                        | 04/16/2016                     | 2.66     | 0.00     | 05/03/2016 | ant killer          |           | -    |      |      | No    | 0000     |
| 206-450-5300-44010              | Repairs/Maint Bldg             |          |          |            |                     |           |      |      |      |       |          |
| 04192016                        | 04/16/2016                     | 32.13    | 0.00     | 05/03/2016 | McAfee              |           | -    |      |      | No    | 0000     |
| 206-450-5300-43180              | Information Technology         |          |          |            |                     |           |      |      |      |       |          |
|                                 | 04192016 Total:                | 3,196.61 |          |            |                     |           |      |      |      |       |          |
|                                 | CARDMEMB Total:                | 3,196.61 |          |            |                     |           |      |      |      |       |          |
| CARQUEST Car Quest Auto Parts   |                                |          |          |            |                     |           |      |      |      |       |          |
| 2055-373303                     | 03/14/2016                     | 26.99    | 0.00     | 05/03/2016 | Blower              |           | -    |      |      | No    | 0000     |
| 101-450-5200-42400              | Small Tools & Minor Equipment  |          |          |            |                     |           |      |      |      |       |          |
|                                 | 2055-373303 Total:             | 26.99    |          |            |                     |           |      |      |      |       |          |
| 2055-375843                     | 04/13/2016                     | 14.14    | 0.00     | 05/03/2016 | Repairs             |           | -    |      |      | No    | 0000     |
| 101-430-3100-44040              | Repairs/Maint Eqpt             |          |          |            |                     |           |      |      |      |       |          |
|                                 | 2055-375843 Total:             | 14.14    |          |            |                     |           |      |      |      |       |          |
| 2055-376999                     | 04/26/2016                     | 14.68    | 0.00     | 05/03/2016 | Repairs             |           | -    |      |      | No    | 0000     |
| 101-450-5200-44040              | Repairs/Maint Eqpt             |          |          |            |                     |           |      |      |      |       |          |
|                                 | 2055-376999 Total:             | 14.68    |          |            |                     |           |      |      |      |       |          |
|                                 | CARQUEST Total:                | 55.81    |          |            |                     |           |      |      |      |       |          |
| CENTPOW Century Power Equipment |                                |          |          |            |                     |           |      |      |      |       |          |
| 684234                          | 04/11/2016                     | 199.90   | 0.00     | 05/03/2016 | Chain Saw Straps    |           | -    |      |      | No    | 0000     |
| 101-420-2220-42400              | Small Tools & Equipment        |          |          |            |                     |           |      |      |      |       |          |
|                                 | 684234 Total:                  | 199.90   |          |            |                     |           |      |      |      |       |          |
|                                 | CENTPOW Total:                 | 199.90   |          |            |                     |           |      |      |      |       |          |
| CTYROSEV City of Roseville      |                                |          |          |            |                     |           |      |      |      |       |          |
| 221404                          | 04/21/2016                     | 4,166.25 | 0.00     | 05/03/2016 | IT Services - April |           | -    |      |      | No    | 0000     |
| 101-410-1450-43180              | Information Technology/Web     |          |          |            |                     |           |      |      |      |       |          |
|                                 | 221404 Total:                  | 4,166.25 |          |            |                     |           |      |      |      |       |          |
| 221430                          | 04/21/2016                     | 112.53   | 0.00     | 05/03/2016 | Telephone - April   |           | -    |      |      | No    | 0000     |
| 101-410-1320-43210              | Telephone                      |          |          |            |                     |           |      |      |      |       |          |
| 221430                          | 04/21/2016                     | 17.77    | 0.00     | 05/03/2016 | Telephone - April   |           | -    |      |      | No    | 0000     |
| 101-420-2400-43210              | Telephone                      |          |          |            |                     |           |      |      |      |       |          |
| 221430                          | 04/21/2016                     | 17.77    | 0.00     | 05/03/2016 | Telephone - April   |           | -    |      |      | No    | 0000     |
| 101-410-1450-43210              | Telephone                      |          |          |            |                     |           |      |      |      |       |          |
| 221430                          | 04/21/2016                     | 17.77    | 0.00     | 05/03/2016 | Telephone - April   |           | -    |      |      | No    | 0000     |
| 101-410-1930-43210              | Telephone                      |          |          |            |                     |           |      |      |      |       |          |

| Invoice #                               | Inv Date                      | Amount   | Quantity | Pmt Date   | Description                      | Reference | Task | Type | PO # | Close POLine # |
|-----------------------------------------|-------------------------------|----------|----------|------------|----------------------------------|-----------|------|------|------|----------------|
| 221430                                  | 04/21/2016                    | 35.55    | 0.00     | 05/03/2016 | Telephone - April                |           | -    | No   |      | 0000           |
| 101-410-1520-43210                      | Telephone                     |          |          |            |                                  |           |      |      |      |                |
| 221430                                  | 04/21/2016                    | 49.30    | 0.00     | 05/03/2016 | Telephone - April                |           | -    | No   |      | 0000           |
| 101-410-1910-43210                      | Telephone                     |          |          |            |                                  |           |      |      |      |                |
| 221430                                  | 04/21/2016                    | 234.87   | 0.00     | 05/03/2016 | Telephone - April                |           | -    | No   |      | 0000           |
| 101-430-3100-43210                      | Telephone                     |          |          |            |                                  |           |      |      |      |                |
|                                         | 221430 Total:                 | 485.56   |          |            |                                  |           |      |      |      |                |
|                                         | CTYROSEV Total:               | 4,651.81 |          |            |                                  |           |      |      |      |                |
| CTYSTPAU City of St. Paul               |                               |          |          |            |                                  |           |      |      |      |                |
| 15381                                   | 04/21/2016                    | 595.75   | 0.00     | 05/03/2016 | Asphalt                          |           | -    | No   |      | 0000           |
| 101-430-3120-42240                      | Street Maintenance Materials  |          |          |            |                                  |           |      |      |      |                |
|                                         | 15381 Total:                  | 595.75   |          |            |                                  |           |      |      |      |                |
|                                         | CTYSTPAU Total:               | 595.75   |          |            |                                  |           |      |      |      |                |
| EFFINGER Effinger Joe                   |                               |          |          |            |                                  |           |      |      |      |                |
|                                         | 04/28/2016                    | 189.00   | 0.00     | 05/03/2016 | Water class - mileage            |           | -    | No   |      | 0000           |
| 601-494-9400-43310                      | Mileage                       |          |          |            |                                  |           |      |      |      |                |
|                                         | Total:                        | 189.00   |          |            |                                  |           |      |      |      |                |
|                                         | EFFINGER Total:               | 189.00   |          |            |                                  |           |      |      |      |                |
| EMERGAUT Emergency Automotive Tech, Inc |                               |          |          |            |                                  |           |      |      |      |                |
| AW031416-13                             | 04/18/2016                    | 79.95    | 0.00     | 05/03/2016 | Tools                            |           | -    | No   |      | 0000           |
| 601-494-9400-42400                      | Small Tools & Minor Equipment |          |          |            |                                  |           |      |      |      |                |
|                                         | AW031416-13 Total:            | 79.95    |          |            |                                  |           |      |      |      |                |
|                                         | EMERGAUT Total:               | 79.95    |          |            |                                  |           |      |      |      |                |
| GKSERVIC G&K Services                   |                               |          |          |            |                                  |           |      |      |      |                |
| 1182657624                              | 04/20/2016                    | 35.15    | 0.00     | 05/03/2016 | Uniforms                         |           | -    | No   |      | 0000           |
| 101-430-3100-44170                      | Uniforms                      |          |          |            |                                  |           |      |      |      |                |
|                                         | 1182657624 Total:             | 35.15    |          |            |                                  |           |      |      |      |                |
|                                         | GKSERVIC Total:               | 35.15    |          |            |                                  |           |      |      |      |                |
| GONYEA Gonyea Homes                     |                               |          |          |            |                                  |           |      |      |      |                |
| 2015-0002                               | 04/25/2016                    | 5,000.00 | 0.00     | 05/03/2016 | Escrow release 11732 58th Street |           | -    | No   |      | 0000           |
| 803-000-0000-22900                      | Deposits Payable              |          |          |            |                                  |           |      |      |      |                |
|                                         | 2015-0002 Total:              | 5,000.00 |          |            |                                  |           |      |      |      |                |
| 2015-0002B                              | 04/25/2016                    | -150.00  | 0.00     | 05/03/2016 | Encroachment Agreement Fee       |           | -    | No   |      | 0000           |
| 803-000-0000-22900                      | Deposits Payable              |          |          |            |                                  |           |      |      |      |                |
|                                         | 2015-0002B Total:             | -150.00  |          |            |                                  |           |      |      |      |                |

| Invoice #                           | Inv Date                       | Amount   | Quantity | Pmt Date   | Description                       | Reference | Task | Type | PO # | Close POLine # |
|-------------------------------------|--------------------------------|----------|----------|------------|-----------------------------------|-----------|------|------|------|----------------|
|                                     | GONYEA Total:                  | 4,850.00 |          |            |                                   |           |      |      |      |                |
| GREATAM Great America Financial     |                                |          |          |            |                                   |           |      |      |      |                |
| 18616246                            | 04/15/2016                     | 653.67   | 0.00     | 05/03/2016 | Copier maintenance                |           | -    |      | No   | 00000          |
| 101-410-1940-44040                  | Repairs/Maint Contractual Eqpt |          |          |            |                                   |           |      |      |      |                |
|                                     | 18616246 Total:                | 653.67   |          |            |                                   |           |      |      |      |                |
|                                     | GREATAM Total:                 | 653.67   |          |            |                                   |           |      |      |      |                |
| INNOVAT Innovative Office Solutions |                                |          |          |            |                                   |           |      |      |      |                |
| 044872-CM                           | 04/13/2016                     | -15.22   | 0.00     | 05/03/2016 | Credit memo                       |           | -    |      | No   | 00000          |
| 101-410-1520-42000                  | Office Supplies                |          |          |            |                                   |           |      |      |      |                |
|                                     | 044872-CM Total:               | -15.22   |          |            |                                   |           |      |      |      |                |
| 1148485                             | 04/13/2016                     | 88.56    | 0.00     | 05/03/2016 | Supplies                          |           | -    |      | No   | 00000          |
| 101-410-1320-42000                  | Office Supplies                |          |          |            |                                   |           |      |      |      |                |
|                                     | 1148485 Total:                 | 88.56    |          |            |                                   |           |      |      |      |                |
| 1161032                             | 04/25/2016                     | 25.32    | 0.00     | 05/03/2016 | Supplies                          |           | -    |      | No   | 00000          |
| 101-410-1320-42000                  | Office Supplies                |          |          |            |                                   |           |      |      |      |                |
|                                     | 1161032 Total:                 | 25.32    |          |            |                                   |           |      |      |      |                |
| 1161033                             | 04/25/2016                     | 38.00    | 0.00     | 05/03/2016 | Business cards - Bent             |           | -    |      | No   | 00000          |
| 101-420-2400-42000                  | Office Supplies                |          |          |            |                                   |           |      |      |      |                |
|                                     | 1161033 Total:                 | 38.00    |          |            |                                   |           |      |      |      |                |
|                                     | INNOVAT Total:                 | 136.66   |          |            |                                   |           |      |      |      |                |
| KAMCO Kamco, Corp                   |                                |          |          |            |                                   |           |      |      |      |                |
| 4192016                             | 04/19/2016                     | 500.00   | 0.00     | 05/03/2016 | Tree removal -Pebble Park Shelter |           | -    |      | No   | 00000          |
| 404-480-8000-44030                  | Repairs/Maint Imp Not Bldgs    |          |          |            |                                   |           |      |      |      |                |
|                                     | 4192016 Total:                 | 500.00   |          |            |                                   |           |      |      |      |                |
|                                     | KAMCO Total:                   | 500.00   |          |            |                                   |           |      |      |      |                |
| kathfuel Kath Fuel Oil Service Co   |                                |          |          |            |                                   |           |      |      |      |                |
| 551132                              | 04/13/2016                     | 28.00    | 0.00     | 05/03/2016 | Fluids                            |           | -    |      | No   | 00000          |
| 101-430-3100-42120                  | Fuel, Oil and Fluids           |          |          |            |                                   |           |      |      |      |                |
|                                     | 551132 Total:                  | 28.00    |          |            |                                   |           |      |      |      |                |
| 551657                              | 04/19/2016                     | 35.00    | 0.00     | 05/03/2016 | Fluids                            |           | -    |      | No   | 00000          |
| 101-430-3100-42120                  | Fuel, Oil and Fluids           |          |          |            |                                   |           |      |      |      |                |
|                                     | 551657 Total:                  | 35.00    |          |            |                                   |           |      |      |      |                |
| 551931                              | 04/18/2016                     | 593.52   | 0.00     | 05/03/2016 | Fuel                              |           | -    |      | No   | 00000          |
| 101-430-3100-42120                  | Fuel, Oil and Fluids           |          |          |            |                                   |           |      |      |      |                |
|                                     | 551931 Total:                  | 593.52   |          |            |                                   |           |      |      |      |                |
| 551932                              | 04/18/2016                     | 536.01   | 0.00     | 05/03/2016 | Fuel                              |           | -    |      | No   | 00000          |
| 101-430-3100-42120                  | Fuel, Oil and Fluids           |          |          |            |                                   |           |      |      |      |                |
|                                     | 551932 Total:                  | 536.01   |          |            |                                   |           |      |      |      |                |

| Invoice #                              | Inv Date               | Amount    | Quantity | Pmt Date   | Description               | Reference | Task | Type | PO # | Close POLine # |
|----------------------------------------|------------------------|-----------|----------|------------|---------------------------|-----------|------|------|------|----------------|
| kathfuel Total:                        |                        | 1,192.53  |          |            |                           |           |      |      |      |                |
| KENGRAVE Kennedy & Graven, Chartered   |                        |           |          |            |                           |           |      |      |      |                |
| 131164                                 | 04/19/2016             | 14,123.21 | 0.00     | 05/03/2016 | Civil Matters - March     |           | -    |      | No   | 0000           |
| 101-410-1320-43040                     | Legal Services         |           |          |            |                           |           |      |      |      |                |
| 131164                                 | 04/19/2016             | 310.00    | 0.00     | 05/03/2016 | Library - March           |           | -    |      | No   | 0000           |
| 206-450-5300-43040                     | Legal Services         |           |          |            |                           |           |      |      |      |                |
| 131164                                 | 04/19/2016             | 18.50     | 0.00     | 05/03/2016 | Hammes                    |           | -    |      | No   | 0000           |
| 803-000-0000-22910                     | Developer Payments     |           |          |            |                           |           |      |      |      |                |
| 131164                                 | 04/19/2016             | 2,469.00  | 0.00     | 05/03/2016 | Savona IV                 |           | -    |      | No   | 0000           |
| 803-000-0000-22910                     | Developer Payments     |           |          |            |                           |           |      |      |      |                |
| 131164                                 | 04/19/2016             | 3,187.37  | 0.00     | 05/03/2016 | 3M litigation - March     |           | -    |      | No   | 0000           |
| 101-410-1320-43040                     | Legal Services         |           |          |            |                           |           |      |      |      |                |
| 131164                                 | 04/19/2016             | 193.75    | 0.00     | 05/03/2016 | Verizon Lease             |           | -    |      | No   | 0000           |
| 101-410-1320-43040                     | Legal Services         |           |          |            |                           |           |      |      |      |                |
| 131164                                 | 04/19/2016             | 619.50    | 0.00     | 05/03/2016 | Union talks               |           | -    |      | No   | 0000           |
| 101-410-1320-43040                     | Legal Services         |           |          |            |                           |           |      |      |      |                |
| 131164                                 | 04/19/2016             | 707.22    | 0.00     | 05/03/2016 | Nature Center             |           | -    |      | No   | 0000           |
| 101-410-1320-43040                     | Legal Services         |           |          |            |                           |           |      |      |      |                |
| 131164 Total:                          |                        | 21,628.55 |          |            |                           |           |      |      |      |                |
| KENGRAVE Total:                        |                        | 21,628.55 |          |            |                           |           |      |      |      |                |
| KINGK King Cassidy                     |                        |           |          |            |                           |           |      |      |      |                |
| Planning                               | 04/11/2016             | 55.00     | 0.00     | 05/03/2016 | Cable 4.11.16             |           | -    |      | No   | 0000           |
| 101-410-1450-43620                     | Cable Operations       |           |          |            |                           |           |      |      |      |                |
| Planning Total:                        |                        | 55.00     |          |            |                           |           |      |      |      |                |
| Planning Comm                          | 04/11/2016             | 55.00     | 0.00     | 05/03/2016 | Cable 4.25.16             |           | -    |      | No   | 0000           |
| 101-410-1450-43620                     | Cable Operations       |           |          |            |                           |           |      |      |      |                |
| Planning Comm Total:                   |                        | 55.00     |          |            |                           |           |      |      |      |                |
| KINGK Total:                           |                        | 110.00    |          |            |                           |           |      |      |      |                |
| LEAGMN League of MN Cities             |                        |           |          |            |                           |           |      |      |      |                |
| 234508                                 | 04/04/2016             | 30.00     | 0.00     | 05/03/2016 | Planning Commission Class |           | -    |      | No   | 0000           |
| 101-410-1910-44370                     | Conferences & Training |           |          |            |                           |           |      |      |      |                |
| 234508 Total:                          |                        | 30.00     |          |            |                           |           |      |      |      |                |
| LEAGMN Total:                          |                        | 30.00     |          |            |                           |           |      |      |      |                |
| Lillie Newspapers Inc. Lillie Suburban |                        |           |          |            |                           |           |      |      |      |                |
| Acct 007148                            | 03/31/2016             | 592.80    | 0.00     | 05/03/2016 | Notices                   |           | -    |      | No   | 0000           |
| 101-410-1320-43510                     | Legal Publishing       |           |          |            |                           |           |      |      |      |                |
| Acct 007148 Total:                     |                        | 592.80    |          |            |                           |           |      |      |      |                |

| Invoice #                      | Inv Date                       | Amount    | Quantity | Pmt Date   | Description                 | Reference | Task | Type | PO # | Close POLine # |
|--------------------------------|--------------------------------|-----------|----------|------------|-----------------------------|-----------|------|------|------|----------------|
| Lillie Total:                  |                                | 592.80    |          |            |                             |           |      |      |      |                |
| <hr/>                          |                                |           |          |            |                             |           |      |      |      |                |
| LOFF Loffler Companies, Inc.   |                                |           |          |            |                             |           |      |      |      |                |
| 2213535                        | 04/08/2016                     | 342.07    | 0.00     | 05/03/2016 | Copier maintenance          |           | -    |      | No   | 0000           |
| 101-410-1940-44040             | Repairs/Maint Contractual Eqpt |           |          |            |                             |           |      |      |      |                |
| 2213535 Total:                 |                                | 342.07    |          |            |                             |           |      |      |      |                |
| LOFF Total:                    |                                | 342.07    |          |            |                             |           |      |      |      |                |
| <hr/>                          |                                |           |          |            |                             |           |      |      |      |                |
| MCDONALD McDonald Construction |                                |           |          |            |                             |           |      |      |      |                |
| 2014-256                       | 04/26/2016                     | 5,000.00  | 0.00     | 05/03/2016 | Escrow Release 2962 Jonquil |           | -    |      | No   | 0000           |
| 803-000-0000-22900             | Deposits Payable               |           |          |            |                             |           |      |      |      |                |
| 2014-256 Total:                |                                | 5,000.00  |          |            |                             |           |      |      |      |                |
| 2014-256B                      | 04/26/2016                     | -100.00   | 0.00     | 05/03/2016 | Encroachment agreement fee  |           | -    |      | No   | 0000           |
| 803-000-0000-22900             | Deposits Payable               |           |          |            |                             |           |      |      |      |                |
| 2014-256B Total:               |                                | -100.00   |          |            |                             |           |      |      |      |                |
| MCDONALD Total:                |                                | 4,900.00  |          |            |                             |           |      |      |      |                |
| <hr/>                          |                                |           |          |            |                             |           |      |      |      |                |
| McPhilli Mike McPhillips Inc   |                                |           |          |            |                             |           |      |      |      |                |
| 45720                          | 04/21/2016                     | 10,318.00 | 0.00     | 05/03/2016 | Street Sweeping             |           | -    |      | No   | 0000           |
| 603-496-9500-44010             | Street Sweeping                |           |          |            |                             |           |      |      |      |                |
| 45720 Total:                   |                                | 10,318.00 |          |            |                             |           |      |      |      |                |
| McPhilli Total:                |                                | 10,318.00 |          |            |                             |           |      |      |      |                |
| <hr/>                          |                                |           |          |            |                             |           |      |      |      |                |
| MENARDSO Menards - Oakdale     |                                |           |          |            |                             |           |      |      |      |                |
| 2108                           | 04/23/2016                     | 30.86     | 0.00     | 05/03/2016 | landscape                   |           | -    |      | No   | 0000           |
| 101-450-5200-42250             | Landscaping Materials          |           |          |            |                             |           |      |      |      |                |
| 2108                           | 04/23/2016                     | 43.23     | 0.00     | 05/03/2016 | Small tools                 |           | -    |      | No   | 0000           |
| 101-450-5200-42400             | Small Tools & Minor Equipment  |           |          |            |                             |           |      |      |      |                |
| 2108 Total:                    |                                | 74.09     |          |            |                             |           |      |      |      |                |
| 2185                           | 04/14/2016                     | 113.76    | 0.00     | 05/03/2016 | Shop supplies               |           | -    |      | No   | 0000           |
| 101-450-5200-42150             | Shop Materials                 |           |          |            |                             |           |      |      |      |                |
| 2185 Total:                    |                                | 113.76    |          |            |                             |           |      |      |      |                |
| 2416                           | 04/18/2016                     | 69.23     | 0.00     | 05/03/2016 | Landscape supplies          |           | -    |      | No   | 0000           |
| 101-450-5200-42250             | Landscaping Materials          |           |          |            |                             |           |      |      |      |                |
| 2416 Total:                    |                                | 69.23     |          |            |                             |           |      |      |      |                |
| 2459                           | 04/18/2016                     | 3.24      | 0.00     | 05/03/2016 | Maintenance                 |           | -    |      | No   | 0000           |
| 601-494-9400-42270             | Utility System Maintenance     |           |          |            |                             |           |      |      |      |                |
| 2459 Total:                    |                                | 3.24      |          |            |                             |           |      |      |      |                |
| 2564                           | 04/20/2016                     | 10.36     | 0.00     | 05/03/2016 | Bar and Chain oil           |           | -    |      | No   | 0000           |
| 101-420-2220-44040             | Repairs/Maint Eqpt             |           |          |            |                             |           |      |      |      |                |
| 2564                           | 04/20/2016                     | 3.37      | 0.00     | 05/03/2016 | Tape                        |           | -    |      | No   | 0000           |
| 101-420-2220-42400             | Small Tools & Equipment        |           |          |            |                             |           |      |      |      |                |

| Invoice #                        | Inv Date                    | Amount   | Quantity | Pmt Date   | Description                 | Reference | Task | Type | PO # | Close POLine # |
|----------------------------------|-----------------------------|----------|----------|------------|-----------------------------|-----------|------|------|------|----------------|
| 2564                             | 04/20/2016                  | 6.49     | 0.00     | 05/03/2016 | Station Supplies            |           | -    |      |      | 0000           |
| 101-420-2220-44010               | Repairs/Maint Bldg          |          |          |            |                             |           |      |      |      |                |
| 2564                             | 04/20/2016                  | -4.18    | 0.00     | 05/03/2016 | Rebate                      |           | -    |      |      | 0000           |
| 101-420-2220-44010               | Repairs/Maint Bldg          |          |          |            |                             |           |      |      |      |                |
|                                  | 2564 Total:                 | 16.04    |          |            |                             |           |      |      |      |                |
| 2746                             | 04/23/2016                  | 143.59   | 0.00     | 05/03/2016 | Shop supplies               |           | -    |      |      | 0000           |
| 101-450-5200-42150               | Shop Materials              |          |          |            |                             |           |      |      |      |                |
|                                  | 2746 Total:                 | 143.59   |          |            |                             |           |      |      |      |                |
| 2833                             | 04/24/2016                  | 102.49   | 0.00     | 05/03/2016 | Shop supplies               |           | -    |      |      | 0000           |
| 101-450-5200-42150               | Shop Materials              |          |          |            |                             |           |      |      |      |                |
|                                  | 2833 Total:                 | 102.49   |          |            |                             |           |      |      |      |                |
| 2859                             | 04/18/2016                  | 66.79    | 0.00     | 05/03/2016 | Shop supplies               |           | -    |      |      | 0000           |
| 101-450-5200-42150               | Shop Materials              |          |          |            |                             |           |      |      |      |                |
|                                  | 2859 Total:                 | 66.79    |          |            |                             |           |      |      |      |                |
|                                  | MENARDSO Total:             | 589.23   |          |            |                             |           |      |      |      |                |
| MENARDST Menards - Stillwater    |                             |          |          |            |                             |           |      |      |      |                |
| 85125                            | 04/11/2016                  | 27.92    | 0.00     | 05/03/2016 | Building repair supplies    |           | -    |      |      | 0000           |
| 101-450-5200-42230               | Building Repair Supplies    |          |          |            |                             |           |      |      |      |                |
|                                  | 85125 Total:                | 27.92    |          |            |                             |           |      |      |      |                |
|                                  | MENARDST Total:             | 27.92    |          |            |                             |           |      |      |      |                |
| MNCODE Minnesota Code Consulting |                             |          |          |            |                             |           |      |      |      |                |
| 3/31/2016                        | 03/31/2016                  | 462.50   | 0.00     | 05/03/2016 | Inspection Services - March |           | -    |      |      | 0000           |
| 101-420-2400-43150               | Inspector Contract Services |          |          |            |                             |           |      |      |      |                |
|                                  | 3/31/2016 Total:            | 462.50   |          |            |                             |           |      |      |      |                |
| 4/20/16                          | 04/20/2016                  | 4,123.91 | 0.00     | 05/03/2016 | Inspection Services - April |           | -    |      |      | 0000           |
| 101-420-2400-43150               | Inspector Contract Services |          |          |            |                             |           |      |      |      |                |
|                                  | 4/20/16 Total:              | 4,123.91 |          |            |                             |           |      |      |      |                |
|                                  | MNCODE Total:               | 4,586.41 |          |            |                             |           |      |      |      |                |
| MTI MTI Distributing Inc.        |                             |          |          |            |                             |           |      |      |      |                |
| 1057217-00                       | 04/11/2016                  | 256.44   | 0.00     | 05/03/2016 | Landscape materials         |           | -    |      |      | 0000           |
| 101-450-5200-42250               | Landscaping Materials       |          |          |            |                             |           |      |      |      |                |
|                                  | 1057217-00 Total:           | 256.44   |          |            |                             |           |      |      |      |                |
|                                  | MTI Total:                  | 256.44   |          |            |                             |           |      |      |      |                |
| NAPA NAPA Auto Parts             |                             |          |          |            |                             |           |      |      |      |                |
| 875989                           | 04/22/2016                  | 86.43    | 0.00     | 05/03/2016 | Repairs                     |           | -    |      |      | 0000           |
| 101-430-3100-44040               | Repairs/Maint Eqpt          |          |          |            |                             |           |      |      |      |                |
|                                  | 875989 Total:               | 86.43    |          |            |                             |           |      |      |      |                |



| Invoice #                                                    | Inv Date | Amount   | Quantity | Pmt Date   | Description                    | Reference | Task | Type | PO # | Close POLine # |
|--------------------------------------------------------------|----------|----------|----------|------------|--------------------------------|-----------|------|------|------|----------------|
| NAPA Total:                                                  |          | 86.43    |          |            |                                |           |      |      |      |                |
| NORDSTRM Nordstrom Emily<br>CC 04/28/2016                    |          | 55.00    | 0.00     | 05/03/2016 | Cable 4.19.2016                |           | -    |      | No   | 0000           |
| 101-410-1450-43620 Cable Operations<br>CC Total:             |          | 55.00    |          |            |                                |           |      |      |      |                |
| Parks 04/28/2016                                             |          | 55.00    | 0.00     | 05/03/2016 | Cable 4.18.2016                |           | -    |      | No   | 0000           |
| 101-410-1450-43620 Cable Operations<br>Parks Total:          |          | 55.00    |          |            |                                |           |      |      |      |                |
| NORDSTRM Total:                                              |          | 110.00   |          |            |                                |           |      |      |      |                |
| RIVERPRT River Valley Printing<br>5370 04/17/2016            |          | 62.00    | 0.00     | 05/03/2016 | Mailing cards for Red Cross    |           | -    |      | No   | 0000           |
| 101-420-2220-42090 Fire Prevention<br>5370 Total:            |          | 62.00    |          |            |                                |           |      |      |      |                |
| RIVERPRT Total:                                              |          | 62.00    |          |            |                                |           |      |      |      |                |
| SCHUMNUR Schumacher's Nursery<br>1566 04/19/2016             |          | 614.50   | 0.00     | 05/03/2016 | Trees for Arbor Day            |           | -    |      | No   | 0000           |
| 101-430-3200-42100 Recycling Supplies<br>1566 Total:         |          | 614.50   |          |            |                                |           |      |      |      |                |
| SCHUMNUR Total:                                              |          | 614.50   |          |            |                                |           |      |      |      |                |
| SELECTAC SelectAccount<br>1143709 04/06/2016                 |          | 8.44     | 0.00     | 05/03/2016 | Participant Fee 4/1/16-4/30/16 |           | -    |      | No   | 0000           |
| 101-410-1520-43150 Contract Services<br>1143709 Total:       |          | 8.44     |          |            |                                |           |      |      |      |                |
| SELECTAC Total:                                              |          | 8.44     |          |            |                                |           |      |      |      |                |
| SHORTELL Short Elliot Henderickson, Inc<br>313082 04/11/2016 |          | 4,131.54 | 0.00     | 05/03/2016 | 2016 Street Drainage & Utility |           | -    |      | No   | 0000           |
| 409-480-8000-43030 Engineering Services<br>313082 Total:     |          | 4,131.54 |          |            |                                |           |      |      |      |                |
| SHORTELL Total:                                              |          | 4,131.54 |          |            |                                |           |      |      |      |                |
| SPRINT Sprint<br>761950227-156 04/16/2016                    |          | 125.94   | 0.00     | 05/03/2016 | Cell phones                    |           | -    |      | No   | 0000           |
| 101-410-1940-43210 Telephone<br>761950227-156 04/16/2016     |          | 222.69   | 0.00     | 05/03/2016 | Cell phones                    |           | -    |      | No   | 0000           |
| 101-420-2220-43210 Telephone                                 |          |          |          |            |                                |           |      |      |      |                |

| Invoice #                         | Inv Date                       | Amount   | Quantity | Pmt Date   | Description                         | Reference | Task | Type | PO # | Close POLine # |
|-----------------------------------|--------------------------------|----------|----------|------------|-------------------------------------|-----------|------|------|------|----------------|
| 761950227-156                     | 04/16/2016                     | 99.88    | 0.00     | 05/03/2016 | Cell phones                         |           | -    |      | No   | 0000           |
| 101-420-2400-43210                | Telephone                      |          |          |            |                                     |           |      |      |      |                |
| 761950227-156                     | 04/16/2016                     | 103.69   | 0.00     | 05/03/2016 | Cell phones                         |           | -    |      | No   | 0000           |
| 101-430-3100-43210                | Telephone                      |          |          |            |                                     |           |      |      |      |                |
| 761950227-156                     | 04/16/2016                     | 119.90   | 0.00     | 05/03/2016 | Cell phones                         |           | -    |      | No   | 0000           |
| 101-450-5200-43210                | Telephone                      |          |          |            |                                     |           |      |      |      |                |
| 761950227-156                     | 04/16/2016                     | 15.02    | 0.00     | 05/03/2016 | Cell phones                         |           | -    |      | No   | 0000           |
| 101-410-1910-43210                | Telephone                      |          |          |            |                                     |           |      |      |      |                |
| 761950227-156 Total:              |                                | 687.12   |          |            |                                     |           |      |      |      |                |
| SPRINT Total:                     |                                | 687.12   |          |            |                                     |           |      |      |      |                |
|                                   |                                |          |          |            |                                     |           |      |      |      |                |
| STILLMED Stillwater Medical Group |                                |          |          |            |                                     |           |      |      |      |                |
| 537783                            | 04/08/2016                     | 184.00   | 0.00     | 05/03/2016 | Physical - Hauser                   |           | -    |      | No   | 0000           |
| 101-420-2220-43050                | Physicals                      |          |          |            |                                     |           |      |      |      |                |
| 537783 Total:                     |                                | 184.00   |          |            |                                     |           |      |      |      |                |
| STILLMED Total:                   |                                | 184.00   |          |            |                                     |           |      |      |      |                |
|                                   |                                |          |          |            |                                     |           |      |      |      |                |
| TESSMAN Tessman Company Corp      |                                |          |          |            |                                     |           |      |      |      |                |
| S229813-IN                        | 04/12/2016                     | 191.50   | 0.00     | 05/03/2016 | landscape for City Hall             |           | -    |      | No   | 0000           |
| 101-410-1940-44300                | Miscellaneous                  |          |          |            |                                     |           |      |      |      |                |
| S229813-IN Total:                 |                                | 191.50   |          |            |                                     |           |      |      |      |                |
| TESSMAN Total:                    |                                | 191.50   |          |            |                                     |           |      |      |      |                |
|                                   |                                |          |          |            |                                     |           |      |      |      |                |
| THIMMESH Thimmesh Catherine       |                                |          |          |            |                                     |           |      |      |      |                |
| 04/13/2016                        |                                | 200.00   | 0.00     | 05/03/2016 | Honorarium for author               |           | -    |      | No   | 0000           |
| 206-450-5300-42500                | Library Collection Maintenance |          |          |            |                                     |           |      |      |      |                |
| Total:                            |                                | 200.00   |          |            |                                     |           |      |      |      |                |
| THIMMESH Total:                   |                                | 200.00   |          |            |                                     |           |      |      |      |                |
|                                   |                                |          |          |            |                                     |           |      |      |      |                |
| TKDA TKDA, Inc.                   |                                |          |          |            |                                     |           |      |      |      |                |
| 002015002203                      | 04/11/2016                     | 1,016.40 | 0.00     | 05/03/2016 | Discover Crossing Bridge Inspection |           | -    |      | No   | 0000           |
| 101-410-1930-43030                | Engineering Services           |          |          |            |                                     |           |      |      |      |                |
| 002015002203 Total:               |                                | 1,016.40 |          |            |                                     |           |      |      |      |                |
| 002016001022                      | 04/11/2016                     | 664.40   | 0.00     | 05/03/2016 | Lake Elmo Ave Sewer                 |           | -    |      | No   | 0000           |
| 602-495-9450-43030                | Engineering Services           |          |          |            |                                     |           |      |      |      |                |
| 002016001022 Total:               |                                | 664.40   |          |            |                                     |           |      |      |      |                |
| TKDA Total:                       |                                | 1,680.80 |          |            |                                     |           |      |      |      |                |
|                                   |                                |          |          |            |                                     |           |      |      |      |                |
| TMOBILE T Mobile                  |                                |          |          |            |                                     |           |      |      |      |                |
| 947226095                         | 04/11/2016                     | 21.57    | 0.00     | 05/03/2016 | SCADA line                          |           | -    |      | No   | 0000           |
| 601-494-9400-43210                | Telephone                      |          |          |            |                                     |           |      |      |      |                |

| Invoice #                              | Inv Date                      | Amount    | Quantity | Pmt Date   | Description                           | Reference | Task | Type | PO # | Close POLine # |
|----------------------------------------|-------------------------------|-----------|----------|------------|---------------------------------------|-----------|------|------|------|----------------|
|                                        | 947226095 Total:              | 21.57     |          |            |                                       |           |      |      |      |                |
|                                        | TMOBILE Total:                | 21.57     |          |            |                                       |           |      |      |      |                |
| TOOLGUY The Tool Guy, LLC              |                               |           |          |            |                                       |           |      |      |      |                |
| 16084                                  | 04/26/2016                    | 32.39     | 0.00     | 05/03/2016 | Tools                                 |           | -    | No   |      | 0000           |
| 101-430-3100-42400                     | Small Tools & Minor Equipment |           |          |            |                                       |           |      |      |      |                |
|                                        | 16084 Total:                  | 32.39     |          |            |                                       |           |      |      |      |                |
|                                        | TOOLGUY Total:                | 32.39     |          |            |                                       |           |      |      |      |                |
| TOWNCTRY Town & Country Cleaning Co    |                               |           |          |            |                                       |           |      |      |      |                |
| 316186                                 | 03/01/2016                    | 370.00    | 0.00     | 05/03/2016 | Cleaning - Library March              |           | -    | No   |      | 0000           |
| 206-450-5300-44010                     | Repairs/Maint Bldg            |           |          |            |                                       |           |      |      |      |                |
|                                        | 316186 Total:                 | 370.00    |          |            |                                       |           |      |      |      |                |
| 416375                                 | 04/01/2016                    | 370.00    | 0.00     | 05/03/2016 | Cleaning Library - April              |           | -    | No   |      | 0000           |
| 206-450-5300-44010                     | Repairs/Maint Bldg            |           |          |            |                                       |           |      |      |      |                |
|                                        | 416375 Total:                 | 370.00    |          |            |                                       |           |      |      |      |                |
| W316280                                | 03/11/2016                    | 275.00    | 0.00     | 05/03/2016 | Cleaning - Library Windows            |           | -    | No   |      | 0000           |
| 206-450-5300-44010                     | Repairs/Maint Bldg            |           |          |            |                                       |           |      |      |      |                |
|                                        | W316280 Total:                | 275.00    |          |            |                                       |           |      |      |      |                |
|                                        | TOWNCTRY Total:               | 1,015.00  |          |            |                                       |           |      |      |      |                |
| VERIZON Verizon Wireless               |                               |           |          |            |                                       |           |      |      |      |                |
| 9763626596                             | 04/10/2016                    | 35.01     | 0.00     | 05/03/2016 | Wireless charges                      |           | -    | No   |      | 0000           |
| 101-420-2220-43210                     | Telephone                     |           |          |            |                                       |           |      |      |      |                |
|                                        | 9763626596 Total:             | 35.01     |          |            |                                       |           |      |      |      |                |
|                                        | VERIZON Total:                | 35.01     |          |            |                                       |           |      |      |      |                |
| WASHCONS Washington Conservation Dist. |                               |           |          |            |                                       |           |      |      |      |                |
| 3476                                   | 04/14/2016                    | 625.00    | 0.00     | 05/03/2016 | 1st of 4 quarterly billings Shared Ed |           | -    | No   |      | 0000           |
| 603-496-9500-44370                     | Conferences & Training        |           |          |            |                                       |           |      |      |      |                |
|                                        | 3476 Total:                   | 625.00    |          |            |                                       |           |      |      |      |                |
|                                        | WASHCONS Total:               | 625.00    |          |            |                                       |           |      |      |      |                |
| WEBBER Recreational Design Inc Webber  |                               |           |          |            |                                       |           |      |      |      |                |
| 556                                    | 02/25/2016                    | 23,371.25 | 0.00     | 05/03/2016 | Shelter - Pebble Park                 |           | -    | No   |      | 0000           |
| 404-480-8000-45200                     | Buildings & Structures        |           |          |            |                                       |           |      |      |      |                |
|                                        | 556 Total:                    | 23,371.25 |          |            |                                       |           |      |      |      |                |
|                                        | WEBBER Total:                 | 23,371.25 |          |            |                                       |           |      |      |      |                |

| Invoice #                           | Inv Date              | Amount     | Quantity | Pmt Date   | Description                            | Reference | Task | Type | PO # | Close POLine # |
|-------------------------------------|-----------------------|------------|----------|------------|----------------------------------------|-----------|------|------|------|----------------|
| WEEKSEND Weeks-End Signs & Graphics |                       |            |          |            |                                        |           |      |      |      |                |
| 2190                                | 04/15/2016            | 590.00     | 0.00     | 05/03/2016 | Signs                                  |           | -    |      | No   | 0000           |
| 101-430-3100-42260                  | Sign Repair Materials | 590.00     |          |            |                                        |           |      |      |      |                |
|                                     | 2190 Total:           | 590.00     |          |            |                                        |           |      |      |      |                |
|                                     | WEEKSEND Total:       | 590.00     |          |            |                                        |           |      |      |      |                |
| WENDT Wendt Kevin                   |                       |            |          |            |                                        |           |      |      |      |                |
| 4/27/16                             | 04/27/2016            | 2,167.50   | 0.00     | 05/03/2016 | Parliamentarian Services 3.2 & 3.15.16 |           | -    |      | No   | 0000           |
| 101-410-1110-44300                  | Miscellaneous         |            |          |            |                                        |           |      |      |      |                |
| 4/27/16                             | 04/27/2016            | 419.69     | 0.00     | 05/03/2016 | Parliamentarian Services 4.19.16       |           | -    |      | No   | 0000           |
| 101-410-1110-44300                  | Miscellaneous         |            |          |            |                                        |           |      |      |      |                |
|                                     | 4/27/16 Total:        | 2,587.19   |          |            |                                        |           |      |      |      |                |
|                                     | WENDT Total:          | 2,587.19   |          |            |                                        |           |      |      |      |                |
|                                     | Report Total:         | 106,754.07 |          |            |                                        |           |      |      |      |                |

# Accounts Payable To Be Paid Proof List

User: PattyB

Printed: 04/28/2016 - 2:12 PM

Batch: 009-04-2016

| Invoice #                                                                                                                          | Inv Date | Amount                                       | Quantity | Pmt Date   | Description     | Reference | Task | Type | PO # | Close POLine # |
|------------------------------------------------------------------------------------------------------------------------------------|----------|----------------------------------------------|----------|------------|-----------------|-----------|------|------|------|----------------|
| DELTA Delta Dental Of Minnesota<br>6463297<br>04/15/2016<br>101-000-0000-21706 Medical Insurance<br>6463297 Total:<br>DELTA Total: |          | 690.55<br>690.55<br>690.55                   | 0.00     | 05/03/2016 | May premium     |           | -    | No   |      | 0000           |
| LEASSOC Lake Elmo Associates, LLP<br>05/01/2016<br>101-410-1940-44120 Rentals - Building<br>Total:<br>LEASSOC Total:               |          | 2,461.00<br>2,461.00<br>2,461.00             | 0.00     | 05/03/2016 | May Rental      |           | -    | No   |      | 0000           |
| NCPERS 566200-NCPERS Minnesota<br>5662216<br>04/22/2016<br>101-000-0000-21708 Other Benefits<br>5662216 Total:<br>NCPERS Total:    |          | 64.00<br>64.00<br>64.00                      | 0.00     | 05/03/2016 | May Premium     |           | -    | No   |      | 0000           |
| RABOUIN RABOUIN, INC<br>04/28/2016<br>101-410-1320-43100 Assessing Services<br>Total:<br>RABOUIN Total:<br>Report Total:           |          | 2,500.00<br>2,500.00<br>2,500.00<br>5,715.55 | 0.00     | 05/03/2016 | May installment |           | -    | No   |      | 0000           |



## MAYOR AND COUNCIL COMMUNICATION

DATE: 05/03/2016

**CONSENT**

ITEM #: 3

**AGENDA ITEM:** New Single Family Home Permit Report

**SUBMITTED BY:** Mike Bent, Building Official

**THROUGH:** Mike Bent, Building Official

**REVIEWED BY:** Kristina Handt, City Administrator

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**SUMMARY AND ACTION REQUESTED:** As part of its Consent Agenda, the City Council is asked to accept the monthly permit report. No specific motion is needed, as this is recommended to be part of the overall approval of the *Consent Agenda*.

**STAFF REPORT:** Below is the year to date statistics through March 2016. Comparison data is also include from prior years for new home single family construction and total permitting activity.

|                            | <u>2016</u>    | <u>2015</u>  | <u>2014</u> |
|----------------------------|----------------|--------------|-------------|
| New homes                  | 57             | 12           | 6           |
| Total valuation            | \$15,440,865   | \$5,058,976* | \$3,912,800 |
| Average home value         | \$270,892      | \$421,581    | \$652,133   |
| Total Permit Valuation YTD | \$20,981,062** | \$7,747,769  | \$5,203,291 |

**RECOMMENDATION:** Based on the aforementioned, the staff recommends the City Council accept the March 2016 monthly building permit report.

\*Please note that last month's year to date valuation listed for 2015 was incorrect.

\*\*Includes \$4,830,000 for the ISD 916 project



## **MAYOR & COUNCIL COMMUNICATION**

**DATE:** May 3, 2016  
**CONSENT**  
**ITEM #** 4

**AGENDA ITEM:** Inwood Water Tower (No. 4) - Change Order No. 1

**SUBMITTED BY:** Chad Isakson, Project Engineer

**THROUGH:** Kristina Handt, City Administrator

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

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**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. There is no change to the contract price for this change order.

**SUMMARY AND ACTION REQUESTED:**

The City Council is respectfully requested to consider approving, *as part of the consent agenda*, Change Order No. 1 for the Inwood Water Tower (No. 4) Improvements, thereby amending the construction contract to include SEH, Inc. as an additional insured party.

**LEGISLATIVE HISTORY/BACKGROUND INFORMATION:**

This change order amends the construction contract with CBI (the water tower contractor) to require the contractor to include the Design Engineer, SEH, as an additional insured party under the Contractor's insurance policy. This is a standard requirement for public improvement projects and the change order corrects a contract language oversight. The Contractor's insurance policy already includes City of Lake Elmo and FOCUS Engineering as additional insured parties.

**RECOMMENDATION:**

Staff is recommending that the City Council approve, *as part of the consent agenda*, Change Order No. 1 for the Inwood Water Tower (No. 4) Improvements, thereby amending the construction contract to require the Contractor, CBI, to add SEH, Inc. as an additional insured party. If removed from the consent agenda, the recommended motion for the action is as follows:

***“Move to approve Change Order No. 1 for the Inwood Water Tower (No. 4) Improvements.”***

**ATTACHMENT(S):**

1. Change Order No. 1



# CONTRACT CHANGE ORDER FORM

**CITY OF LAKE ELMO, MINNESOTA**  
**INWOOD WATER TOWER (NO. 4)**  
**PROJECT NO. 2015.130**

**FOCUS** ENGINEERING, inc.

**CHANGE ORDER NO.** 1

**DATE:** April 8, 2016

**TO:** CB&I Inc., 14109 S. Route 59, Plainfield, IL 60544

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:**

Modify contract documents 00 73 00 - Supplementary Conditions, Paragraph 5.04 C, 5, c: Add SEH, Inc as additional insured.

**Attachments (list documents supporting change):** None

| ITEM                       | DESCRIPTION OF PAY ITEM | UNIT | QTY | UNIT PRICE | INCREASE/(DECREASE) |
|----------------------------|-------------------------|------|-----|------------|---------------------|
| CO1-1                      | N/A                     |      |     |            | \$0.00              |
|                            |                         |      |     |            |                     |
|                            |                         |      |     |            |                     |
|                            |                         |      |     |            |                     |
|                            |                         |      |     |            |                     |
| <b>NET CONTRACT CHANGE</b> |                         |      |     |            | <b>\$0.00</b>       |


|                                                                                  |    |              |
|----------------------------------------------------------------------------------|----|--------------|
| Amount of Original Contract                                                      | \$ | 2,395,000.00 |
| Sum of Additions/Deductions approved to date (CO Nos. )                          | \$ | 0.00         |
| Contract Amount to date                                                          | \$ | 2,395,000.00 |
| Amount of this Change Order ( <del>ADD</del> ) ( <del>DEDUCT</del> ) (NO CHANGE) | \$ | 0.00         |
| Revised Contract Amount                                                          | \$ | 2,395,000.00 |

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

APPROVED BY ENGINEER: SEH, Inc.

  
ENGINEER  
4/25/2016  
DATE

APPROVED BY CONTRACTOR CB&I, Inc.

  
BY  
4/26/16  
DATE

APPROVED BY OWNER: CITY OF LAKE ELMO, MINNESOTA

\_\_\_\_\_  
BY  
\_\_\_\_\_  
DATE

\_\_\_\_\_  
BY  
\_\_\_\_\_  
DATE



## **MAYOR & COUNCIL COMMUNICATION**

**DATE: May 3, 2016**

**CONSENT**

**ITEM #5**

**AGENDA ITEM:** Approve Lawful Gambling Premises Permit for Catholic Parent's Club

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

**THROUGH:** Kristina Handt, City Administrator

**REVIEWED BY:** City Attorney's Office

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**POLICY RECOMMENDER:** City Clerk

**FISCAL IMPACT:** City will receive 10% of net proceeds of the gambling operation.

**SUMMARY AND ACTION REQUESTED:** Catholic Parents Club is applying for a premises permit to conduct pull tab sales from a staffed booth in the bar area of the Machine Shed Restaurant in Lake Elmo. The Council approved a premises permit at the April 19, 2016 meeting for the Oakdale Athletic Association to conduct pull tab sales at the Machine Shed but has not taken action on this application. Catholic Parents Club has not withdrawn its application and, therefore, the Council must take action within 90 days to approve or deny it. The City Attorney has indicated that the premises permit is issued by the State, with a condition precedent for issuance being City approval. The application to the State also requires a copy of the lease with the Machine Shed, so it will need to work out that detail with Catholic Parents Club if it chooses to only allow Oakdale Athletic Association to sell pull tabs.

In order for the application to be considered by the Gambling Control Board, the City must pass a Resolution approving the application. The Gambling Control Board will then review the application and supporting materials and approve or deny the application. The applicant will then be required, per City ordinance, to provide additional documentation to the City prior to beginning operations.

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

**“Motion to adopt Resolution 2016-26 Approving the Lawful Gambling Premises Permit for Catholic Parents Club to conduct lawful gambling at the Machine Shed Restaurant located at 8515 Hudson Road, Lake Elmo, Minnesota.”**

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

**RESOLUTION NO. 2016-26**

**A RESOLUTION APPROVING THE LAWFUL GAMBLING PREMISES PERMIT  
APPLICATION FOR THE CATHOLIC PARENTS CLUB TO CONDUCT LAWFUL  
GAMBLING AT THE MACHINE SHED RESTAURANT LOCATED AT  
8511 HUDSON ROAD, LAKE ELMO, MINNESOTA**

WHEREAS, the Catholic Parents Club is submitting an application to the Minnesota Gambling Control Board for approval of a Premises Permit application to conduct lawful charitable gambling at the Machine Shed Restaurant at 8511 Hudson Road, Lake Elmo, MN; and

WHEREAS, the gambling premises is located within the City limits of Lake Elmo, Minnesota; and

WHEREAS, the Catholic Parents Club is a lawful gambling organization within the City; and

WHEREAS, the Catholic Parents Club will be responsible for operating and managing the lawful gambling activity at the Machine Shed Restaurant site and will comply with all applicable requirements of city code and state statutes.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Lake Elmo, Minnesota that the City Council does hereby approve the issuance of a Premises Permit to the Catholic Parents Club to conduct lawful charitable gambling activities at the Machine Shed Restaurant, 8511 Hudson Boulevard, Lake Elmo, Minnesota.

Adopted by the City Council of the City of Lake Elmo, Minnesota this 3<sup>rd</sup> day of May, 2016.

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

ATTEST:

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



## **MAYOR & COUNCIL COMMUNICATION**

**DATE: 5/3/16**  
**CONSENT**  
**ITEM # 6**  
**RESOLUTION 2016-33**

**AGENDA ITEM:** InWood 3<sup>rd</sup> Addition Developer's Agreement -AMENDED

**SUBMITTED BY:** Stephen Wensman, Planning Director

**THROUGH:** Kristina Handt, City Administrator

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

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

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

**POLICY RECCOMENDER:** Staff is recommending that the City Council approve a developer's agreement associated with the third phase of the InWood development. The Developer is requesting the amended Agreement due to allow credit for watermain and sanitary sewer oversizing and to correct the allowed time to fully develop the site from two years to eight as was approved with the first phase developers agreement.

**FISCAL IMPACT** Direct Payments to Developer: The agreement includes watermain and sanitary sewer oversizing in the payment amount of \$12,853. This payment would be made out of the utility funds to the developer once the City accepts all of the public improvements. Future financial impacts include maintenance of streets, trails, sanitary sewer mains, watermain and other public infrastructure, maintenance of storm water ponding areas (after three years), monthly lease payments for street lights, and other public financial responsibilities typically associated with a new development.

**SUMMARY AND ACTION REQUESTED:** The City Council is being asked to authorize execution of a developer's agreement as amended, for the third phase of the InWood Planned Unit Development. The attached agreement has been reviewed by the City Staff, and all recommend changes specific to the InWood 3<sup>rd</sup> Addition project have been incorporated into the document as drafted. This agreement must be executed before any construction activity, outside of the previously authorized grading work, may proceed on the site. The recommended motion to take action on the request is as follows:

***“Move to adopt Resolution 2016-33 approving the developer’s agreement for InWood 3<sup>rd</sup> Addition”***

**SUMMARY OF AGREEMENT:** One of the conditions attached to the resolution approving the InWood Final Plat and Plan specifies that the developer enter into a Developer's Agreement prior to the execution of the plat by City officials. Staff has drafted such an agreement consistent with the City's developer's agreement master template, and this document is attached for consideration by the City Council. The key aspects of the agreement include the following components:

- That all improvements to be completed by October 31, 2016.
- That the developer provide a letter of credit in the amount of \$2,059,218 related to the cost of the proposed improvements.
- That the developer provide a cash deposit of \$454,643 for SAC and WAC charges, engineering administration, one year of street light operating costs and other City fees.
- The Developer will receive a credit payment related to the oversizing of water main. The developer is installing an oversized 12-inch pipe in order to accommodate the City's broader water system. The oversizing payment amount had been reviewed by the City Engineer and is \$12,853. This payment would be made to the developer once all of the public improvements for the subdivision have been accepted by the City.

The City Engineer has construction plans for the project, however, the landscaping and irrigation plans have not yet been approved and no building permits will be issued until these items are complete, consistent with the Final Plat and PUD approval.

**BACKGROUND INFORMATION (SWOT):**

**Strengths:** The developer's agreement has been drafted to guarantee that the improvements associated with the InWood 3<sup>rd</sup> Addition development plans will installed in accordance with City specifications.

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

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

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

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

**RECOMMENDATION:** Based on the above Staff report, Staff is recommending that the City Council approve the Developer's Agreement for InWood 3<sup>rd</sup> Addition as amended and that the Council direct the Mayor and Staff to execute this document. The suggested motion to adopt the Staff recommendation is as follows:

***“Move to adopt Resolution 2016-33 approving the developer’s agreement for InWood 3<sup>rd</sup> Addition”***

**ATTACHMENTS:**

1. Resolution 2016-33
2. InWood 3<sup>rd</sup> Addition Developer's Agreement – 4.27.16

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

**RESOLUTION NO. 2016-33**

*A RESOLUTION APPROVING A DEVELOPER'S AGREEMENT FOR THE INWOOD 3<sup>RD</sup>  
PLANNED UNIT DEVELOPMENT*

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

**WHEREAS**, Hans Hagen Homes, 941 NE Hillwind Road, Suite 300, Fridley, MN ("applicant") has previously submitted an application to the City of Lake Elmo ("City") for a Final Plat for InWood 3<sup>rd</sup> Addition; and

**WHEREAS**, the Lake Elmo City Council considered and approved the InWood PUD General Concept Plan on September 16, 2014; and

**WHEREAS**, the Lake Elmo City Council approved the InWood Preliminary Plat and Preliminary PUD Plan on December 2, 2014; and

**WHEREAS**, the Lake Elmo City Council adopted Resolution 2016-34 on April 19, 2019 approving the Final Plat and Final PUD for InWood 3<sup>rd</sup> Addition; and

**WHEREAS**, a condition of approval of said Resolution 2016-\_\_\_, establishes that , prior to execution of the Final Plat by City officials, the Applicant shall enter into a Developer's Agreement with the City; and

**WHEREAS**, the Applicant and the City have agreed to enter into such a contract and a copy of the Developer's Agreement was submitted to the City Council for consideration at its April 19, 2016 meeting;

**NOW, THEREFORE, BE IT RESOLVED THAT** the City Council does hereby approve the Developer's Agreement for InWood 3<sup>rd</sup> Addition and authorizes the mayor and city Clerk to execute the document.

Passed and duly adopted this 3rd day of May, 2016 by the City Council of the City of Lake Elmo, Minnesota.

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Mike Pearson, Mayor

ATTEST:

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Julie Johnson, City Clerk

(reserved for recording information)

## DEVELOPMENT CONTRACT

(Public sewer and water)

### *InWood 3<sup>rd</sup> Addition*

**AGREEMENT** dated \_\_\_\_\_, 2016, by and between the **CITY OF LAKE ELMO** a Minnesota municipal corporation ("City"), and M/I Homes of Minneapolis/St. Paul, LLC, a Delaware limited liability company (the "Developer").

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

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

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



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

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

**5. PRELIMINARY PLAT STATUS.** If the plat is a phase of a multi-phased preliminary plat, the preliminary plat approval for all phases not final platted shall lapse and be void unless final platted into lots and blocks, not outlots, within eight (8) years after preliminary plat approval.

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

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

Plan A - Plat

Plan B - Final Grading, Drainage, and Erosion Control Plan

Plan C - Tree Preservation and Reforestation Plan  
Plan D - Plans and Specifications for Public Improvements  
Plan E - Street Lighting Plan  
Plan F - Landscape Plan

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

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

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

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

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

## **9. CITY ENGINEERING ADMINISTRATION AND CONSTRUCTION**

**OBSERVATION.** At the time of Final Plat, the Developer shall submit an escrow for City Engineering Administration and Construction Observation in an amount provided under paragraph 33. Summary of Cash Requirements. Thereafter, the Developer shall reimburse the City each month, within 30 days of receiving an invoice, for all engineering administration and construction observation performed during the construction of the plat. After 30 days of the invoice, the City may draw upon the escrow and stop the work on site until said escrow has been replenished in its full amount. City engineering administration will include monitoring of construction progress and construction observation, consultation with the Developer and his engineer on status or problems regarding the project, coordination for testing, final inspection and acceptance, project monitoring during the warranty period, and processing of requests for reduction in security. Construction observation may be performed by the City's in-house staff or consulting engineer. Construction observation shall include, at the discretion of the city, part or full time inspection of proposed public utilities and street construction. Services will be billed on an hourly basis.

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

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

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

- A. Right-of-Way Excavations and Obstructions:
  - City of Lake Elmo, Right-of-Way Utility Installation(s)
  - City of Lake Elmo, Right-of-Way Obstruction(s)
  - Washington County, Utility Installations(s)
  - Washington County, Street or Driveway Access(s)
  - Minnesota Department of Transportation, Utility Installation
  - Minnesota Department of Transportation, Right-of-Way Permit
- B. Watermain Extensions:
  - Minnesota Department of Health
- C. Sanitary Sewer Extensions:
  - Minnesota Pollution Control Agency
  - Metropolitan Council Environmental Services
- D. Stormwater Management:
  - Valley Branch, Brown's Creek or South Washington Watershed District Permit
- E. Erosion, Sedimentation Control:
  - Minnesota Pollution Control Agency, General NPDES Stormwater Permit
  - SWPPP (Stormwater Pollution Prevention Plan)

- F. Wetland Mitigation:
  - Board of Water and Soil Resources, WCA
- G. Construction Dewatering:
  - Minnesota Department of Natural Resources

**12. TIME OF PERFORMANCE.** The Developer shall install all required public improvements by October 31, 2016, with the exception of the final wear course of asphalt on streets. The Developer shall install the bituminous wearing course of streets after the first course has weathered a winter season, consistent with warranty requirements, however final acceptance of the improvements will not be granted until all work is completed including the final wear course. The Developer may, however, request an extension of time from the City. If an extension is granted, it shall be conditioned upon updating the security posted by the Developer to reflect cost increases and amending this agreement to reflect the extended completion date. Final wear course placement outside of this time frame must have the written approval of the City Engineer.

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

**14. CONSTRUCTION ACCESS.** Construction traffic access and egress for grading, public utility construction, and street construction is restricted to access the subdivision via Island Trail from 5th Street. No construction traffic is permitted on other adjacent local streets.

**15. CONSTRUCTION SEQUENCE AND COMPLIANCE.** The City will require the Developer to construct the improvements in a sequence which will allow progress and compliance points to be measured and evaluated. The Developer and/or its representatives are required to supervise and coordinate all construction activities for all improvements and must notify the City in writing stating when the work is ready for the inspection at each of the measurable points defined in the following paragraphs 16, 17 and 18.

**16. EROSION CONTROL.** Prior to initiating site grading, the erosion control plan, Plan B, shall be implemented by the Developer and inspected and approved by the City. Erosion control practices

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

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

**17. GRADING PLAN.** The plat shall be graded in accordance with the approved grading drainage and erosion control plan, Plan "B". The plan shall conform to the Engineering Design and Construction Standards Manual. All grading shall be completed within the Subdivision prior to the preparation and submittal of the as-constructed grading plan.

A. Within thirty (30) days after completion of the grading, the Developer shall provide the City with a "record" grading plan certified by a registered land surveyor or engineer that all ponds, swales, and ditches have been constructed on public easements or land owned by the City. The "record" plan shall contain site grades and field verified elevations of the following: a) cross sections of ponds; b) location and elevations along all swales, emergency overflows, wetlands, wetland mitigation areas if any, ditches, locations and dimensions of borrow areas/stockpiles; c) lot corner elevations and house pads;

and d) top and bottom of retaining walls.

B. The City will not issue any building permits until the approved certified record grading plan is on file with the City.

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

**19. STREET MAINTENANCE DURING CONSTRUCTION.** The Developer shall be responsible for all street maintenance until the streets are accepted by the City. Warning signs shall be placed when hazards develop in streets to prevent the public from traveling on same and to direct attention to detours. If and when streets become impassable, such streets shall be barricaded and closed. In the event residences are occupied prior to completing streets, the Developer shall maintain a smooth surface and provide proper surface drainage to insure that the streets are passable to traffic and emergency vehicles. The Developer shall be responsible for keeping streets within and without the subdivision clean of dirt and debris that may spill, track, or wash onto the street from Developer's operation. The Developer may request, in writing, that the City keep the streets open during the winter months by plowing snow from the streets prior to final acceptance of said streets. The City shall not be responsible for repairing the streets because of snow plowing operations. Providing snow plowing service does not constitute final acceptance of the streets by the City. The Developer shall contract for street cleaning within and immediately adjacent to

the development. At a minimum, scraping and sweeping shall take place on a weekly basis. A copy of this contract shall be approved by the City before grading is started. The contract shall provide that the City may direct the contractor to clean the streets and the contractor will bill the Developer.

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

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

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

**21. PARK DEDICATION.** The Developer has previously satisfied park dedication requirements for all the areas to be platted within the Inwood Preliminary Plat as part of the InWood Development Contract. No fees in lieu of land dedication are required for the plat.

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

The sewer availability charge (SAC) in the amount of \$3,000.00 per REU shall be paid by the Developer prior to the City recording the final plat. The total amount to be paid by the Developer is \$201,000.00.

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



\$201,000.00.

In addition, a sewer connection charge in the amount of \$1,000.00 per REU, a Met Council sewer availability charge in the amount of \$2,485.00 per REU, and a water connection charge in the amount of \$1,000.00 per REU will be collected by the City at the time the building permit is issued for each lot.

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

**24. STREET LIGHTS.** The Developer is responsible for the cost of street light installation consistent with a street lighting plan approved by the City. Before the City signs the final plat, the Developer shall post a security for street light installation consistent with the approved plan. The required security is \$48,000 and consist of eight (8) decorative acorn lights at \$6,000 each. The Developer shall also pay \$1,518 in payment of the first year operating costs for street lights.

**25. WETLAND MITIGATION.** The Developer shall complete wetland mitigation/restoration in accordance with the approved Plans and Specifications and in accordance with any applicable Watershed or agency Permits. If the mitigation work is found to be incomplete or restoration is unsuccessful the City may draw down the security at any time during the warranty period if the Developer fails to take corrective measures to be used by the City to perform the work.

**26. BUILDING PERMITS/CERTIFICATES OF OCCUPANCY.**

A. Public sewer and water, curbing, and one lift of asphalt shall be installed on all public and private streets prior to issuance of any building permits, except one model home on a lot acceptable to the Planning Director.

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

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

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

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

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

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

## **27. RESPONSIBILITY FOR COSTS.**

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

B. Except as otherwise specified herein, the Developer shall pay all costs incurred by it or the City in conjunction with the development of the plat, including but not limited to legal, planning, engineering and inspection expenses incurred in connection with approval and acceptance of the plat, the

preparation of this Contract, review of construction plans and documents, and all costs and expenses incurred by the City in monitoring and inspecting development of the plat. All amounts incurred and due at the time, must be fully paid prior to execution and release of the final plat for recording.

C. The Developer shall hold the City and its officers, employees, and agents harmless from claims made by itself and third parties for damages sustained or costs incurred resulting from plat approval and development. The Developer shall indemnify the City and its officers, employees, and agents for all costs, damages, or expenses which the City may pay or incur in consequence of such claims, including attorneys' fees.

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

E. The Developer shall pay, or cause to be paid when due, and in any event before any penalty is attached, all special assessments referred to in this Contract. This is a personal obligation of the Developer and shall continue in full force and effect even if the Developer sells one or more lots, the entire plat, or any part of it.

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

**28. CITY PAYMENTS.** In the event City payments are required by Section 28.A below, within thirty (30) days of the City's final acceptance of the Improvements, pursuant to Section 20 of the Contract, but only if the Developer is not in default to this Contract, the City shall pay to the Developer the sums set forth in the attachment to this Contract as Exhibit A. The actual amount of the reimbursement shall be based on actual construction costs which will be verified by the Developer to the City in the Record Plans submitted to the City as required in Section 20. This payment by the City shall be the City's only responsibility with regard to construction of the Improvements and in no case shall act as a waiver of any other right of the City under this Contract or under applicable laws, ordinances or rules.

- A. City payments pursuant to this Contract shall be: \$12,853.00

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

- A. Implementation of the recommendations listed in the March 10, 2016 Engineering memorandum.
- B. After the City signs the final plat and the plat is recorded, and before building permits are issued, the Developer shall convey Outlots C, D, and E to the City by warranty deed, free and clear of any and all encumbrances. These areas represent storm water infiltration basins or land to be used for park purposes.
- C. The Developer must obtain a sign permit from the City Planning Department prior to installation of any subdivision identification signs.

**30. MISCELLANEOUS.**

- A. The Developer may not assign this Contract without the written permission of the City Council. The Developer's obligation hereunder shall continue in full force and effect even if the Developer sells one or more lots, the entire plat, or any part of it.
- B. Retaining walls that require a building permit shall be constructed in accordance with plans and specifications prepared by a structural or geotechnical engineer licensed by the State of Minnesota. Following construction, a certification signed by the design engineer shall be filed with the City Engineer evidencing that the retaining wall was constructed in accordance with the approved plans and specifications. All retaining walls identified on the development plans or by special conditions referred to in this Contract shall be constructed before any other building permit is issued for a lot on which a retaining wall is required to be built.
- C. Appropriate legal documents regarding Homeowner Association documents, covenants and restrictions, as approved by the City Attorney, shall be filed with the final plat. No third-party beneficiary is hereby conferred.
- D. Developer shall take out and maintain or cause to be taken out and maintained until

six (6) months after the City has accepted the public improvements, public liability and property damage insurance covering personal injury, including death, and claims for property damage which may arise out of Developer's work or the work of its subcontractors or by one directly or indirectly employed by any of them. Limits for bodily injury and death shall be not less than \$500,000 for one person and \$1,000,000 for each occurrence; limits for property damage shall be not less than \$200,000 for each occurrence; or a combination single limit policy of \$1,000,000 or more. The City shall be named as an additional insured on the policy, and the Developer shall file with the City a certificate evidencing coverage prior to the City signing the plat. The certificate shall provide that the City must be given thirty (30) days advance written notice of the cancellation of the insurance.

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

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

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

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

I. Each right, power or remedy herein conferred upon the City is cumulative and in addition to every other right, power or remedy, express or implied, now or hereafter arising, available to City, at law or in equity, or under any other agreement, and each and every right, power and remedy herein set forth or otherwise so existing may be exercised from time to time as often and in such order as may be

deemed expedient by the City and shall not be a waiver of the right to exercise at any time thereafter any other right, power or remedy.

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

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

A. Subject to unavoidable delays, failure by Developer to commence and complete construction of the Public Improvements pursuant to the terms, conditions and limitations of this Agreement.

B. Failure by the Developer to substantially observe or perform any material covenant, condition, obligation or agreement on its part to be observed or performed under this Agreement.

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

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

B. The City may initiate such action, including legal or administrative action, as is necessary for the City to secure performance of any provision of this agreement or recover any amounts due under this Agreement from Developer, or immediately draw on the Letter of Credit, as set forth in this Agreement.

**33. ENFORCEMENT BY CITY; DAMAGES.** The Developer acknowledges the right of the

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

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

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

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

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

**35. SUMMARY OF SECURITY REQUIREMENTS.** To guarantee compliance with the terms of this agreement, payment of special assessments, payment of the costs of all public improvements, and construction of all public improvements, the Developer shall furnish the City with an irrevocable letter of credit, in the form attached hereto, from a bank, cash escrow or a combination cash escrow and Letter of Credit ("security") for **\$2,059,218**. The amount of the security was calculated as follows:

| CONSTRUCTION CATEGORY: | COST | 125% |
|------------------------|------|------|
|------------------------|------|------|

|                                                                                             |                                                 |                     |
|---------------------------------------------------------------------------------------------|-------------------------------------------------|---------------------|
| 1. Grading                                                                                  | N/A                                             |                     |
| 2. Sanitary Sewer                                                                           | \$227,278                                       | \$346,598           |
| 3. Watermain                                                                                | \$315,803                                       | \$394,754           |
| 4. Storm Sewer (includes pond structures and outfall pipes)                                 | \$254,543                                       | \$318,179           |
| 5. Streets                                                                                  | \$501,150                                       | \$626,438           |
| 6. Trails/Sidewalks                                                                         | \$80,290                                        | \$100,363           |
| 7. Surface Water Facilities (infiltration basins, bio retention basins, rain gardens, etc.) | Included in Grading Agreement                   |                     |
| 8. Street Lighting                                                                          | \$48,000                                        | \$60,000            |
| 9. Street Signs and Traffic Control Signs                                                   | \$7,010                                         | \$8,763             |
| 10. Private Utilities (electricity, natural gas, telephone and cable)                       | Installation to be coordinated by the Developer |                     |
| 11. Landscaping                                                                             | \$151,500                                       | \$ 189,375          |
| 12. Tree Preservation and Restoration                                                       | Included in Grading Agreement                   |                     |
| 13. Wetland Mitigation and Buffers                                                          | N/A                                             |                     |
| 14. Monuments                                                                               | \$6,800                                         | \$8,500             |
| 15. Erosion and Sedimentation Control                                                       | Included in Grading Agreement                   |                     |
| 16. Miscellaneous Facilities                                                                | N/A                                             |                     |
| 17. Developer's Record Drawings                                                             | \$5,000                                         | \$6,250             |
| <b>CONSTRUCTION SUBTOTAL</b>                                                                | <b>\$ 1,647,374</b>                             | <b>N/A</b>          |
| <b>TOTAL PROJECT SECURITIES (at 125% Construction Costs)</b>                                | <b>N/A</b>                                      | <b>\$ 2,059,218</b> |

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



be used to cure the default.

**36. REDUCTION OF SECURITY.** Upon written request by the Developer to the City Engineer and upon receipt of proof satisfactory to the City Engineer that work has been completed in accordance with the approved plans and specifications, and terms of this Agreement, and that all financial obligations to the City have been satisfied, the City Engineer may approve reductions in the security as follows:

A. Upon completion of grading operations, including temporary site restoration, Developer shall submit an as-built grading survey to the City that at a minimum establishes the as-built grades at all lot corners and downstream drainage conveyance systems and storm water ponds. Upon inspection of the site and approval of the as-built survey, 100%, or \$0.00, of the grading security may be released. This security reduction does not include amounts related to erosion and sedimentation control.

B. Up to 75% of the security provided in accordance with paragraph 34 may be released upon completion of the following key milestones of the project as determined by the City Engineer.

C. Construction Categories 2 and 3: The amount of \$556,013 may be released when all sanitary sewer and watermain utilities have been installed, all testing and televising has been successfully completed, sanitary sewer as-built inverts have been verified, and the utilities are considered ready for use by the City Engineer.

D. Construction Categories 4 and 5: The amount of \$708,462 may be released when all streets and storm sewer have been installed and tested, and have been found to be complete to the satisfaction of the City Engineer including all corrective work for any identified punch list items and including verification of storm sewer as-built inverts, but not including the final wear course.

E. Construction Categories 6-17: The amount of \$279,938 may be released when all remaining Developer's obligations under this Agreement have been completed including: (1) bituminous wear course, (2) street lighting and private utilities, (3) sidewalks and trails, (4) bio retention facilities, (5) iron monuments for lot corners have been installed, (3) all financial obligations to the City satisfied, (4) the required "record" plans in the form of the City standards have been received and approved by the

City, and (5) the public improvements are accepted by the City Engineer and City Council.

F. At no point may the Security be reduced below twenty-five percent (25%) of the original security amount until: (1) the warranty period has expired, (2) all improvements have been fully completed and excepted by the City, including all corrective work and identified punch list items, and (3) all financial obligations to the City have been satisfied.

G. In addition to the above project milestone based security reductions, the Developer may submit written request to the City Engineer and upon receipt of proof satisfactory to the City Engineer that work is progressing in accordance with the approved plans and specifications, and terms of this Agreement, and that all financial obligations to the City have been satisfied, the City Engineer may approve a one-time reduction in the security for Construction Categories 2-5 in an amount not to exceed fifty percent (50%) of the initial security amounts.

H. It is the intention of the parties that the City at all times have available to it a Letter of Credit in an amount adequate to ensure completion of all elements of the Subdivision Improvements and other obligations of the Developer under this Agreement, including fees or costs due to the City by the Developer. To that end and notwithstanding anything herein to the contrary, all requests by the Developer for a reduction or release of the Letter of Credit shall be evaluated by the City in light of that principle.

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

|                                        |                  |
|----------------------------------------|------------------|
| Sewer Availability Charge (SAC)        | \$201,000        |
| Water Availability Charge (WAC)        | \$201,000        |
| Park Dedication                        | N/A              |
| Street Light Operating Fee             | \$1,518          |
| City Base Map Upgrading                | \$1,125          |
| City Engineering Administration Escrow | \$50,000         |
| <b>TOTAL CASH REQUIREMENTS</b>         | <b>\$454,643</b> |

**37. NOTICES.** Required notices to the Developer shall be in writing, and shall be either hand delivered to the Developer, its employees or agents, or mailed to the Developer by certified mail at the

following address: Hans Hagen Homes, 941 NE Hillwind Road, Suite 300, Fridley, MN 55432. Notices to the City shall be in writing and shall be either hand delivered to the City Administrator, or mailed to the City by certified mail in care of the City Administrator at the following address: Lake Elmo City Hall, 3800 Laverne Avenue N. Lake Elmo, Minnesota 55042.

**38. EVIDENCE OF TITLE.** Developer shall furnish the City with evidence of fee ownership of the property being platted by way of an attorney's title opinion or title insurance policy dated not earlier than thirty (30) days prior to the execution of the plat.

**CITY OF LAKE ELMO**

BY: \_\_\_\_\_  
Mike Pearson, Mayor

(SEAL)

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

**DEVELOPER:**

BY: \_\_\_\_\_  
Its

STATE OF MINNESOTA            )  
                                          ( ss.  
COUNTY OF WASHINGTON        )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2016, by Mike Pearson and by Julie Johnson, the Mayor and City Clerk of the City of Lake Elmo, a Minnesota municipal corporation, on behalf of the corporation and pursuant to the authority granted by its City Council.

\_\_\_\_\_  
NOTARY PUBLIC

STATE OF MINNESOTA        )  
                                      ( ss.  
COUNTY OF \_\_\_\_\_)

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day \_\_\_\_\_ of \_\_\_\_\_, 2016, by \_\_\_\_\_ the \_\_\_\_\_ of \_\_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

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

**FEE OWNER CONSENT  
TO  
DEVELOPMENT CONTRACT**

Inwood 10, LLC, fee owners of all or part of the subject property, the development of which is governed by the foregoing Development Contract, affirm and consent to the provisions thereof and agree to be bound by the provisions as the same may apply to that portion of the subject property owned by them.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
\_\_\_\_\_

STATE OF MINNESOTA     )  
                                          ( ss.  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2016,  
by \_\_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

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

**MORTGAGE CONSENT  
TO  
DEVELOPMENT CONTRACT**

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2\_\_\_\_\_.

\_\_\_\_\_  
\_\_\_\_\_

STATE OF MINNESOTA     )  
                                          ( ss.  
COUNTY OF \_\_\_\_\_ )

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

\_\_\_\_\_  
NOTARY PUBLIC

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

**CONTRACT PURCHASER CONSENT  
TO  
DEVELOPMENT CONTRACT**

\_\_\_\_\_, which/who has a contract purchaser's interest in all or part of the subject property, the development of which is governed by the foregoing Development Contract, hereby affirms and consents to the provisions thereof and agrees to be bound by the provisions as the same may apply to that portion of the subject property in which there is a contract purchaser's interest.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
\_\_\_\_\_

STATE OF MINNESOTA     )  
                                          ( ss.  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2016, by \_\_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

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

# EXHIBIT "A" TO DEVELOPMENT CONTRACT

## City Payment for Utility Oversizing

PROJECT NAME: Inwood - Oversizing Costs  
PROJECT LOCATION: Lake Elmo, MN  
CARLSON MCCAIN PROJECT NO.: 5172-00  
OWNER: MI Homes  
DATE: 4/25/16  
BY: JJO

OVERSIZING (PRICES ARE THE DIFFERENCE BEWTWEEN 12 AND 8 INCH)

| Item No. | Quantity | Unit | Description                                 | Unit Price  | Amount       |
|----------|----------|------|---------------------------------------------|-------------|--------------|
| 1        | 186      | L.F. | 12" PVC SDR 35 12-14' w/ Sand Bedding       | \$ 6.00     | \$ 1,116.00  |
| 2        | 220      | L.F. | 12" PVC SDR 35 14-16' w/ Sand Bedding       | \$ 6.00     | \$ 1,320.00  |
| 3        | 8        | L.F. | 12" PVC SDR 35 16-18' w/ Sand Bedding       | \$ 6.00     | \$ 48.00     |
| 4        | 20       | L.F. | 12" DIP CL 52 10-12'                        | \$ 10.00    | \$ 200.00    |
| 5        | 1        | EA   | 12" Plug                                    | \$ 85.00    | \$ 85.00     |
| 6        | 450      | L.F. | 12" DIP CL 52                               | \$ 15.00    | \$ 6,750.00  |
| 7        | 1        | EA   | 12" Gate Valve & Box                        | \$ 1,150.00 | \$ 1,150.00  |
| 8        | 780      | Lbs  | D.I. Fittings (difference between 12 and 8) | \$ 2.80     | \$ 2,184.00  |
| TOTAL    |          |      |                                             |             | \$ 12,853.00 |



## **IRREVOCABLE LETTER OF CREDIT**

No. \_\_\_\_\_  
Date: \_\_\_\_\_

TO: City of Lake Elmo

Dear Sir or Madam:

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

The draft must:

a) Bear the clause, "Drawn under Letter of Credit No. \_\_\_\_\_, dated \_\_\_\_\_, 2\_\_\_\_\_, of (Name of Bank) \_\_\_\_\_";

b) Be signed by the Mayor or City Administrator of the City of Lake Elmo.

c) Be presented for payment at \_\_\_\_\_ (Address of Bank), on or before 4:00 p.m. on November 30, 2\_\_\_\_\_.

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

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

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

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

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

BY: \_\_\_\_\_

Its \_\_\_\_\_



## MAYOR AND COUNCIL COMMUNICATION

DATE: 05/03/2016

**CONSENT**

ITEM #: 7

**AGENDA ITEM:** 2017 Budget Key Dates

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

**REVIEWED BY:** Kristina Handt, City Administrator

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**SUMMARY AND ACTION REQUESTED:** As part of its Consent Agenda, the City Council is asked to accept the proposed 2017 budget key dates for planning purposes. No specific motion is needed, as this is recommended to be part of the overall approval of the *Consent Agenda*.

**STAFF REPORT:** Below are key dates to note for the 2017 budget preparation calendar:

5/11/16 – 5 year proposed CIP plan to be presented to the Finance Committee

7/13/16 – Proposed 2017 budgets (all funds) to be presented to the Finance Committee

7/20/16 – Workshop with City Council to present the proposed 2017 budgets

8/23/16 – 2<sup>nd</sup> Budget workshop (if needed)

9/6/16 – Proposed budget to City Council for adoption for preliminary certification of the General Fund Budget to the County

9/15/16 – Preliminary Certification due to Washington County

12/6/16 – Final Budget and Levy determination (Public Hearing); also referred to as “TNT hearing”

12/28/16 – Final Levy Certification due to Washington County

**RECOMMENDATION:** Based on the aforementioned, the staff recommends the City Council accept the proposed schedule related to the 2017 Budget process.



## MAYOR AND COUNCIL COMMUNICATION

DATE: May 3, 2016

**CONSENT**

ITEM #: 8

**MOTION**

**AGENDA ITEM:** Kevin Magnuson LLC Engagement Letter

**SUBMITTED BY:** Kristina Handt, City Administrator

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**BACKGROUND:**

The Council previously met with Kevin Magnuson regarding a potential litigation matter.

**ISSUE BEFORE COUNCIL:**

Should the Council engage Kevin Magnuson LLC for services as outlined in the scope of work?

**PROPOSAL DETAILS/ANALYSIS:**

A copy of the engagement letter, scope of work and standard client billing policy is included in your packet. It has also been reviewed by the City's legal counsel.

**FISCAL IMPACT:**

Fee is \$200/hour

**OPTIONS:**

- 1) Approve Kevin Magnuson LLC Engagement Letter
- 2) Amend and then approve Kevin Magnuson Engagement Letter
- 3) Do not approve an engagement letter with Kevin Magnuson LLC

**RECOMMENDATION:**

Option 1

**KEVIN M. MAGNUSON, LLC**  
**3047 KLONDIKE AVE. N., LAKE ELMO, MN 55042**

April 28, 2016

Lake Elmo City Council  
c/o Ms. Kristina Handt  
City Administrator  
3800 Laverne Ave. N.  
Lake Elmo, MN 55042

**VIA EMAIL: [khandt@lakeelmo.org](mailto:khandt@lakeelmo.org)**

**Re: Lake Elmo City Litigation Support and Resolution of Claims**

Dear Lake Elmo City Councilmembers:

Thank you for selecting KEVIN M. MAGNUSON, LLC (the "Firm") to represent you in the above-referenced matter. I appreciate the opportunity to serve you. This letter and the enclosure describe the terms of our agreement.

The Firm agrees to represent the City of Lake Elmo ("Lake Elmo" or "you") for the purpose of advising you regarding matters related to certain claims for damages you may have as defined in the enclosed Scope of Work and Standard Client Billing Policy (the "Policy").

This representation may include but is not limited to factual investigation, legal research, verbal or written advice or opinions related to procedural and substantive issues that have arisen or may arise involving past litigation or current claims for damages, mediation and direct or indirect communication with representatives of adverse parties consistent with the Scope of Work. The Firm does not represent you in any other matters, related or otherwise. You and the Firm unilaterally may terminate the Firm's representation at any time for any reason. You and the Firm also agree that Lake Elmo may seek to retain Magnuson and Kelley, Wolter & Scott, P.A. under a separate engagement to represent you in the above referenced matter for services included in or that exceed the Scope of Work.

The Policy and the Scope of Work are incorporated as a part of the terms of our engagement. The Policy, Scope of Work and this letter comprise the Firm's entire legal services agreement with you. The hourly rate of Kevin Magnuson is \$200 (the "Fee") for the Firm's services outlined in the Scope of Work. The Firm may increase the Fee from time to time with written notice to you. The Fee includes reasonable administrative costs such as photocopies, domestic telephone charges, etc. The Fee does not include courier charges, photocopies by a vendor, electronic legal research,

Lake Elmo City Council  
Engagement Letter  
April 28, 2016  
Page 2

travel, long-distance telephone charges or postage, filing fees or mediation charges. The Firm may bill you for all disbursements incurred on your behalf and may request that you pay certain disbursements directly. The Firm ordinarily will render an invoice as of the end of each calendar month with payment due within 30 days of billing.

If you have any questions concerning the services, this agreement or the Policy, please call me at any time. To confirm your acceptance of these terms, please sign the enclosed copy of this letter where indicated and return it to me.

I look forward to serving as your counsel.

Sincerely,

A handwritten signature in black ink, appearing to read "K. M. Magnuson", with a long horizontal flourish extending to the right.

Kevin M. Magnuson  
Kevin M. Magnuson, LLC

Enclosure

ACCEPTED AND AGREED:

By

Date:

By

Date:

## **Scope of Work**

1. Assist the City of Lake Elmo in exploring, evaluating and engaging in efforts to resolve certain legal claims for damages it may have as directed by the Lake Elmo City Council or its designee. This work may involve direct or indirect engagement of the potential defendant(s), including potential settlement discussions or mediation, and requires an understanding of:
  - a. the merits of Lake Elmo's legal claims and the courses of action available to it,
  - b. the cause and extent of the damage to Lake Elmo that can be linked to the conduct of the potential defendant(s) and the necessary remedies,
  - c. relevant past interactions and discussions with the potential defendant(s) regarding possible resolution of the dispute between the parties, and
  - d. the response of interested parties to potential legal action by Lake Elmo or attempts settle its claims.

The scope of work may include reviewing documents, interviews with involved parties or experts and drafting memorandum or legal documents as directed by the Lake Elmo City Council or its designee. Counsel will use every effort not to duplicate work and proceed in the most efficient and cost effective manner possible, in part by maintaining close contact with Lake Elmo's other legal counsel, particularly Kennedy & Graven, who have reviewed much of the relevant material and can provide necessary documents or summaries of information avoiding unnecessary research.

2. Assist Kennedy & Graven in developing and implementing litigation strategy as needed and as directed by the Lake Elmo City Counsel.

## **Kevin M. Magnuson, LLC**

### **Agreement for Legal Services – Client Billing Policy**

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This Client Billing Policy, together with the engagement letter from Kevin M. Magnuson, L.L.C. (the “Firm”), contains the agreement (“Agreement”) under which the Firm will provide legal services to you, as the client (“Client”) named in that engagement letter. This Agreement describes the Firm’s billing policies and practices and will be applicable to the matter referenced in the engagement letter unless otherwise agreed in writing. The Firm may periodically modify its general billing policies and practices; if this happens you will be notified in advance of the changes.

*Services.* The Firm will provide you the legal services described in the engagement letter and other services agreed to between you and the Firm.

*Fees.* Unless otherwise agreed in writing, the cost of the legal services rendered is the fee set forth in the engagement letter. The Firm will designate the appropriate attorney, contract attorney, investigator or legal or staff assistant to render the services based on your request; the complexity of the matters involved; the skill and availability of the person to be assigned; and other relevant factors.

*Billing.* Unless otherwise agreed in writing, fees, services charges and disbursements will be billed at the conclusion of the Firm’s representation as delineated in the engagement letter or, at the discretion of the Firm, periodically. Periodic invoices are due within thirty (30) days after receipt.

*Service Charges and Disbursements.* Unless otherwise agreed in writing, the Firm’s charges that appear on fee statements for other incidental services are based on the Firm’s direct cost. The Firm passes through, without markup, itemized charges from outside vendors and may retain travel incentives and other vendor discounts and incentives. If you request that the Firm contract

on your behalf for additional services to be provided by a third party vendor, the Firm may request a purchase order or other authorization request from you. The firm will notify you of the terms of these arrangements and you will be responsible for payment either directly to the third party or through the Firm.

*Termination.* As the Client, you may terminate the Firm as your legal counsel at any time by written notice to the Firm. The Firm may also withdraw as your legal counsel or suspend or limit its services to you in compliance with applicable rules of professional responsibility.

*Collection.* Clients are responsible to reimburse the Firm’s collection costs and attorneys’ fees for nonpayment of invoices. If invoices are not timely paid, the Firm may obtain and perfect an attorneys’ lien against documents, property, money or other rights, in accordance with applicable law. Subject to applicable law and rules, A LATE PAYMENT CHARGE OF 8% PER YEAR (OR THE MAXIMUM ALLOWABLE RATE) MAY BE ADDED TO ANY UNPAID INVOICE PAST DUE.

*Questions or Disputes.* Questions or disputes concerning invoices should be brought to the attention of the attorney providing legal services within fifteen (15) days after receipt of the invoice.

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## **SIXTH AMENDED TOLLING AGREEMENT**

### **BETWEEN CITY OF LAKE ELMO**

**AND**

### **3M COMPANY**

WHEREAS, City of Lake Elmo ("Lake Elmo") has asserted claims ("Claims") against 3M Company ("3M"), arising out of 3M's alleged disposal of PFC-containing wastes in and/or around Washington County, Minnesota.

WHEREAS, 3M and Lake Elmo desire to enter into a Tolling Agreement tolling any statute of limitations through and including August 1, 2016.

NOW, THEREFORE, for and in consideration of the premises, mutual covenants, and agreement herein contained, and such other good and valuable consideration, the receipt and sufficiency of which are acknowledged, 3M and Lake Elmo covenant and agree as follows:

1. 3M and Lake Elmo hereby agree to toll the running of any applicable statute of limitations relating to the Claims through and including August 1, 2016 ("Tolling Period"), and agree not to assert any defense of limitations, laches, or estoppel by laches, or other bar which might arise by virtue of the passage of time as a defense with respect to any action, proceeding, lawsuit, or demand, such that the passage of time that occurs during the Tolling Period will not be counted for the purpose of any statute of limitations, laches, or estoppel by laches defense or any other bar related to the passage of time.

2. Nothing in this Agreement shall be deemed to revive any claim that is or may already be barred as of the date of this tolling agreement. Nothing in this Agreement, or in the circumstances which gave rise to this Agreement shall be construed as an acknowledgement by any party that any claim



has or has not been barred, or is about to be barred, by the statute of limitations, laches, or other defense based on the lapse of time.

3. This Agreement shall not operate as an admission of liability by any party. Neither this Agreement nor any action taken pursuant to this agreement shall be offered or received in evidence in any action or proceeding as an admission of liability of wrongdoings by any party.

4. 3M and Lake Elmo further agree that, except as expressly provided herein, all of their respective rights and remedies are expressly reserved and shall not be prejudiced hereby.

5. Any party to this Agreement may terminate it by giving ten (10) days' written notice to the other sent by electronic mail and registered mail, return receipt requested, at the following addresses:

If to 3M:

Mary E. Cullen  
Associate General Counsel  
Global Litigation & Dispute Resolution 3M Office  
of General Counsel  
3M Center, Bldg. 10E-03  
Mail Station 2209E-02, P.O. Box 33428  
St. Paul, MN 55133-3428  
[meyeager@mmm.com](mailto:meyeager@mmm.com)

and

William A. Brewer III  
Brewer, Attorneys & Counselors 1717 Main  
Street, Suite 5900  
Dallas, Texas 75201  
[wab@bickelbrewer.com](mailto:wab@bickelbrewer.com)

If to Lake Elmo:

Kristina Handt, City Administrator  
City of Lake Elmo  
3800 Laverne Ave. N  
Lake Elmo, MN 55042-9629

and

Douglas D. Shaftel  
Peter G Mikhail  
470 U.S. Bank Plaza  
200 S. Sixth Street  
Minneapolis, MN 55402  
[dshaftel@kennedy-graven.com](mailto:dshaftel@kennedy-graven.com)  
[pmikhail@kennedy-graven.com](mailto:pmikhail@kennedy-graven.com)

6. This Agreement is not intended to benefit persons other than the parties to this Agreement.
7. This Agreement shall be governed by the substantive laws of the State of Minnesota.
8. This Agreement contains the entire agreement of the parties; and with respect to the subject matter hereof, it may not be modified in any way except by written consent of all parties.
9. This Agreement may be executed in counterpart originals, in which case each such document will be deemed to be an original; each Party will deliver to the other an executed copy of this Agreement.
10. This agreement shall be effective on April 27, 2016. This agreement must be approved by the City Council and the next City Council meeting will take place on May 3, 2016. That Lake Elmo's representative has executed this agreement after May 1, 2016, the expiration of the FIFTH AMENDED TOLLING AGREEMENT shall not alter the terms of this Agreement.

IN WITNESS WHEREOF, this Tolling Agreement has been executed by the undersigned.

By: \_\_\_\_\_ Date: \_\_\_\_\_, 2016  
Authorized representative of 3M Company

By: \_\_\_\_\_ Date: \_\_\_\_\_, 2016  
Authorized representative of City of Lake Elmo



## **MAYOR & COUNCIL COMMUNICATION**

**DATE:** May 3, 2016  
**REGULAR**  
**ITEM** 10

**AGENDA ITEM:** Old Village Phase 2 Street, Drainage and Utility Improvements – Public Improvement Hearing; Resolution Ordering the Improvement; and providing Municipal Concurrence to Washington County to Award a Contract

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

**THROUGH:** Kristina Handt, City Administrator

**REVIEWED BY:** Julie Johnson, City Clerk  
Cathy Bendel, Finance Director  
Chad J. Isakson, Project Engineer  
Sarah Sonsalla, City Attorney

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

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

**POLICY RECOMMENDER:** Engineering.

**FISCAL IMPACT:** \$8,445,985.

The Old Village Phase 2 Street, Drainage and Utility Improvements is a \$8.45 million street, sanitary sewer, drainage and storm water management improvement project. The project will be funded through the issuance of general obligation bonds with bond payments made from special assessments, the water enterprise fund, the storm water fund, County cost participation, Municipal State Aid Funds, and general tax levy.

**SUMMARY AND ACTION REQUESTED:**

The City Council is respectfully requested to open the Public Improvement Hearing for the Old Village Phase 2 Street, Drainage and Utility Improvements; and following the Hearing, consider adopting Resolution No. 2016-37, ordering the improvement for the Old Village Phase 2 Street, Drainage and Utility Improvements and providing Municipal Concurrence for Washington County to Award a Contract.

**LEGISLATIVE HISTORY:**

Pursuant to Minnesota Statutes, Section 429.011 to 429.111, a Public Improvement Hearing was noticed for May 3, 2016, to consider making street, drainage and utility improvements for the following corridors:

- 30th Street North, from the Lake Elmo Avenue to Lisbon Avenue North.
- Lake Elmo Avenue North from 500-feet south of 30th Street North to CSAH 14.
- 34<sup>th</sup> Street from Lake Elmo Avenue to 150-feet west
- 35<sup>th</sup> Street from Lake Elmo Avenue to the dead end
- 36<sup>th</sup> Street from Lake Elmo Avenue to 200-feet west

The attached notice was published in the official newspaper and individual notifications were sent to each address that will be assessed for the improvements. The area proposed to be assessed for the street improvements include the properties directly abutting the streets as described above.

The estimated total project post-bid cost is \$8,445,958. The estimated total cost of the street and drainage improvements are \$5,192,354; sanitary sewer improvements are \$1,204,385; landscape and streetscape improvements are \$267,648; regional drainage improvements are \$208,759; and water system improvements are \$1,572,812. The watermain replacement and regional storm sewer system will not be assessed. A reasonable estimate of the impact of the assessment will be available at the hearing. Such persons as desiring to be heard with reference to the proposed improvements will be heard at this meeting.

The street, drainage, landscape, and streetscape improvements and extension of sanitary sewer are proposed to be assessed against the benefitting properties consistent with the City's Special Assessment Policy. Street improvement assessments are proposed at a rate of 30% for residential properties using an average residential front footage, and 100% for commercial properties based upon the actual front footage. Extension of sanitary sewer is 100% paid for by the benefitting property owners using a residential equivalent unit method. The remainder of the proposed project costs are proposed to be paid through a combination of municipal state aid funds, water enterprise funds, and general funds.

Assessments for street improvements are levied over 10 years while the sanitary sewer improvements would be levied over a 20-year period. Additional cost breakdown, assessment information, and financial detail is presented in the Feasibility Report.

**BACKGROUND INFORMATION:**

A feasibility report was authorized by the City Council on February 2, 2016 in order to ready these improvements for 2016 construction. The feasibility report is needed to meet state statutory requirements if any portion of the project is to be assessed to benefitting properties. The report identifies the necessary improvements, the estimated project costs, the assessment methodology and preliminary assessment amounts to be levied against properties adjacent to and benefitting from the street and sanitary sewer improvements.

**RECOMMENDATION:**

Staff is recommending that the City Council adopt Resolution No. 2016-37, ordering the improvement for the Old Village Phase 2 Street, Drainage and Utility Improvements as detailed in the Feasibility Report dated as amended May 2016 and providing Municipal Concurrence for Washington County to Award a Contract. This resolution must be approved by a 4/5<sup>th</sup>'s vote. The recommended motion for this action is as follows:

***“Move to adopt Resolution No. 2016-37, ordering the improvement for the Old Village Phase 2 Street, Drainage and Utility Improvements as detailed in the Feasibility Report as amended May 2016 and providing Municipal Concurrence for Washington County to Award a Contract.”***

**ATTACHMENT(S):**

1. Resolution 2016-37 Ordering the Improvement and providing Municipal Concurrence for Washington County to Award a Contract.
2. Notice of Hearing on Improvement.
3. Updated Post-Bid Preliminary Assessment Rolls (*will be made available at the meeting*).
4. Location Map.
5. Project Schedule.

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

**RESOLUTION NO. 2016-37**

**A RESOLUTION ORDERING THE IMPROVEMENT FOR THE  
OLD VILLAGE PHASE 2 STREET, DRAINAGE AND UTILITY  
IMPROVEMENTS AND PROVIDING MUNICIPAL CONCURRENCE  
FOR WASHINGTON COUNTY TO AWARD A CONTRACT**

**WHEREAS**, pursuant a resolution of the city council adopted on April 5, 2016, the council ordered a hearing on Improvement for the Old Village Phase 2 Street, Drainage and Utility Improvements; and

**WHEREAS**, ten days' mailed notice and two weeks published notice of the hearing was given, and the hearing was held thereon on the 3<sup>rd</sup> day of May, 2016, at which all persons desiring to be heard were given the opportunity to be heard thereon; and

**WHEREAS**, the feasibility report prepared by FOCUS Engineering, Inc., and dated March 2016 states that the project is necessary, cost-effective, and feasible; and

**WHEREAS**, the City has directed Washington County, and its consultants, to oversee the preparation of the Plans and Specifications, and to accept bids for the improvements; and

**WHEREAS**, pursuant to an advertisement for bids, bids were received by Washington County on April 5, 2016, opened, and tabulated according to the law, and reviewed to verify that all requirements of the submittals were met.

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

1. Such improvement is deemed necessary, cost-effective, and feasible as detailed in the Feasibility Report dated March 2016 and amended May 2016.
2. Assessments shall be levied to the benefiting properties as outlined in the preliminary assessment rolls and as amended by the city council.
3. Such improvement is hereby ordered as proposed in the council resolution adopted this 3rd day of May, 2016.
4. The city council declares its official intent to reimburse itself for the costs of the improvement from the proceeds of tax exempt bonds.
5. That the city concurs with the bids and Washington County's recommendation to award a contract.

6. The city will enter into a cooperative agreement with Washington County and the county shall oversee the preparation of the Plans and Specifications and construction for the making of such improvement.

**ADOPTED BY THE LAKE ELMO CITY COUNCIL ON THE THIRD DAY OF MAY, 2016.**

**CITY OF LAKE ELMO**

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

(Seal)  
ATTEST:

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



**CITY OF LAKE ELMO  
NOTICE OF HEARING ON IMPROVEMENT  
OLD VILLAGE PHASE 2 STREET, DRAINAGE AND UTILITY IMPROVEMENTS**

Notice is hereby given that the City Council of Lake Elmo will meet in the council chambers of the city hall at or approximately after 7:00 P.M. on Tuesday, May 3, 2016, to consider the making of the following improvements, pursuant to Minnesota Statutes, Sections 429.011 to 429.111;

The street, landscape and streetscape improvements are proposed along Lake Elmo Avenue from 500 feet south of 30th Street North to CSAH 14 and 30th Street from Lake Elmo Avenue to Lisbon Avenue North, 34th Street from Lake Elmo Avenue to 150-feet west, 35th Street from Lake Elmo Avenue to the dead end, and 36th Street from Lake Elmo Avenue to 200-feet west. The improvements consist of reconstruction of the existing streets with concrete curb and gutter, installation of a storm sewer system, replacement of aged watermain, boulevard trees, ornamental street lights, and sidewalk installation.

The sanitary sewer improvements include the extension of existing sanitary sewer along Lake Elmo Avenue from 500 feet south of 30th Street North to CSAH 14 and 30th Street from Lake Elmo Avenue to 200 feet east of Legion Avenue, 34th Street from Lake Elmo Avenue to 150-feet west, 35th Street from Lake Elmo Avenue to the dead end, and 36th Street from Lake Elmo Avenue to 200-feet west. Improvements will include a service stub to each benefitting property to the property line.

The area proposed to be assessed for the street improvements include the properties directly abutting Lake Elmo Avenue, 30<sup>th</sup> Street, 34<sup>th</sup> Street, 35<sup>th</sup> Street, and 36<sup>th</sup> Street as detailed above.

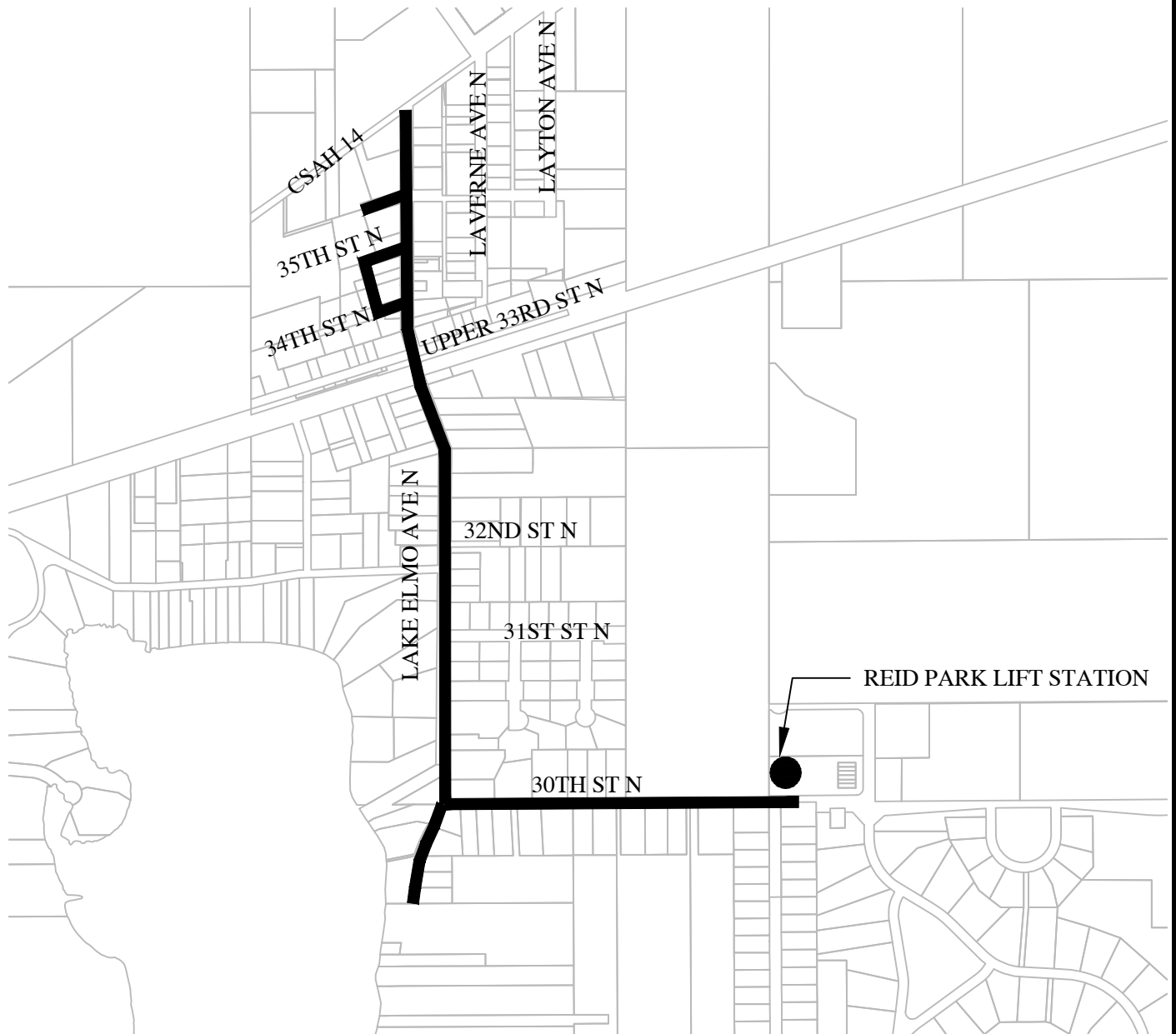
The total estimated project cost for the Phase 2 improvements is \$9,312,677. The estimated total cost of the street and landscape improvements are \$5,810,611, sanitary sewer improvements are \$1,436,740, streetscape improvements are \$81,000, regional drainage improvements are \$254,016, and water system improvements are \$1,730,310. The watermain replacement and regional storm sewer system will not be assessed. A reasonable estimate of the impact of the assessment will be available at the hearing. Such persons as desiring to be heard with reference to the proposed improvements will be heard at this meeting.

**DATED:** April 5, 2016

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

**Mike Pearson, Mayor**

*(Published in the Oakdale-Lake Elmo Review on April 13, 2016 and April 20, 2016)*



**LEGEND**

**OLD VILLAGE PHASE 2 - STREET, DRAINAGE AND UTILITY IMPROVEMENTS**



**FOCUS**  
ENGINEERING

OLD VILLAGE STREET,  
DRAINAGE AND UTILITY  
IMPROVEMENTS  
PROJECT NO. 2016.124  
MARCH, 2016

EXHIBIT NO. 1

**LOCATION MAP**

OLD VILLAGE PHASE 2 STREET, DRAINAGE  
AND UTILITY IMPROVEMENTS

PROJECT SCHEDULE  
CITY OF LAK ELMO

OLD VILLAGE PHASE 2: STREET, DRAINAGE  
AND UTILITY IMPROVEMENTS  
PROJECT NO. 2016.124

**FOCUS** ENGINEERING, inc.

|                     |              |
|---------------------|--------------|
| Cara Geheren, P.E.  | 651.300.4261 |
| Jack Griffin, P.E.  | 651.300.4264 |
| Ryan Stempski, P.E. | 651.300.4267 |
| Chad Isakson, P.E.  | 651.300.4283 |

*MARCH 2016*

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|                   |                                                                                                                                                                                                                                |
|-------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| FEBRUARY 5, 2015  | Council approves Phase 2 Municipal Consent. County proceeds with Final Design.                                                                                                                                                 |
| FEBRUARY 2, 2016  | Council authorizes the preparation of the Phase 2 Feasibility Report.                                                                                                                                                          |
| FEBRAURY 16, 2016 | County presents final plans and specifications. No formal action required.                                                                                                                                                     |
| MARCH, 2016       | County posts advertisement for bid.                                                                                                                                                                                            |
| APRIL 5, 2016     | Council accepts Report; and adopts project assessment policy. Calls Public Improvement Hearing.                                                                                                                                |
| APRIL 5, 2016     | County Accepts Contractor Bids.                                                                                                                                                                                                |
| APRIL 8, 2016     | Notice of Public Hearing (Publish April 13 and April 20, 2016).                                                                                                                                                                |
| MAY 3, 2016       | Public Improvement Hearing. Council approves "Concurrence" to award contract. Council <u>Orders the Improvement</u> for the Old Village Phase 2: Street, Drainage, and Utility Improvements (Requires 4/5 <sup>th</sup> vote). |
| MAY, 2016         | Start of Phase 2 Construction. <ul style="list-style-type: none"><li>• NOVEMBER, 2016 Substantial Completion.</li><li>• JULY, 2017 Final Completion.</li></ul>                                                                 |



## **MAYOR & COUNCIL COMMUNICATION**

**DATE:** May 3, 2016  
**REGULAR**  
**ITEM** 11

**AGENDA ITEM:** CSAH 17 (Lake Elmo Avenue) Phase 1 and 2 Improvements – Resolution Approving Revised Cooperative Agreement with Washington County

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

**THROUGH:** Kristina Handt, City Administrator

**REVIEWED BY:** Cathy Bendel, Finance Director  
Sarah Sonsalla, City Attorney  
Chad J. Isakson, Project Engineer

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

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

### **SUMMARY AND ACTION REQUESTED:**

The City Council is respectfully requested to consider a Resolution Approving a Revised Cooperative Agreement with Washington County for the County State Aid Highway 17 (Lake Elmo Avenue) Phase 1 and 2 Improvements.

### **LEGISLATIVE HISTORY:**

Using updated cost data, including an “Estimate-to-Completion” for the Phase 1 Improvements, and contractor bids for the Phase 2 Improvements, Washington County has prepared Cooperative Agreement 10196 and is asking the Council to approve the Agreement with the intent of replacing the previous Cooperative Agreement 9660.

The Cooperative Agreement sets forth the provisions that authorizes the County to implement the improvements including engineering design, construction administration, testing, right-of-way and easement acquisition, including the use of eminent domain, and retaining a contractor for project construction. The Agreement further outlines the City’s obligations for cost participation including

payment terms and schedule. The costs remain estimated for the purpose of the Cooperative Agreement, however the costs are much better known at this time after receiving contractor bids for all improvements and with the Phase 1 construction and easement/right-of-way acquisition close to being completed.

Representatives from Washington County intend to be present at the Council meeting to be available to further detail requested changes and to answer any questions.

### **BACKGROUND:**

The City Council approved a resolution of support for the County State Aid Highway 17 (Lake Elmo Avenue) Phase 1 Improvements at the February 5, 2015 council meeting, and approved concurrence to award a construction contract following a public improvement hearing held on June 9, 2015. Also at the June 9, 2015 meeting, the City Council approved Cooperative Agreement 9660 with Washington County to authorize the County to implement the improvements. The costs were estimated for the purpose of the Cooperative Agreement, based on contractor bid prices for the Phase 1 Improvements, preliminary design estimates for the Phase 2 Improvements, and estimated costs for design, construction administration and oversight, and estimated easement/right-of-way acquisition costs.

The City Council approved a resolution of support for the preliminary layout for the County State Aid Highway 17 (Lake Elmo Avenue) Phase 2 Improvements at the April 21, 2015 council meeting. Washington County and its design consultant, SEH, then proceeded with the final design which was presented to the Council at the February 16, 2016 council meeting. The project was then advertised for bids with contractor bids being received on April 5, 2016.

### **RECOMMENDATION:**

Staff is recommending that the City Council approve Resolution 2016-XX Approving a Revised Cooperative Agreement with Washington County for the State Aid Highway 17 (Lake Elmo Avenue) Phase 1 and 2 Improvements. The recommended motion for the action is as follows:

***“Move to approve Resolution No. 2016-36 approving Cooperative Agreement 10196 with Washington County for the County State Aid Highway 17 (Lake Elmo Avenue) Phase 1 and 2 Improvements.”***

### **ATTACHMENT(S):**

1. Resolution Approving Cooperative Agreement 10196.
2. Cooperative Agreement 10196.
3. Exhibit A – Project Location Map.
4. Exhibit B – CSAH 17 Phase 1 Costs.
5. Exhibit C – CSAH 17 Phase 2 Costs.

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

**RESOLUTION NO. 2016-36**

**A RESOLUTION APPROVING COOPERATIVE AGREEMENT 10196  
WITH WASHINGTON COUNTY FOR THE COUNTY STATE AID  
HIGHWAY 17 (LAKE ELMO AVE) PHASE 1 AND 2 IMPROVEMENTS**

**WHEREAS**, the County intends to construct an improvement project on both County State Aid Highway (CSAH) 10 and County State Aid Highway (CSAH) 15 in the City of Lake Elmo, hereinafter referred to as the “Project”; and

**WHEREAS**, the County reconstructed in 2015, as Phase 1 of this project, a portion of the City streets; Upper 33rd Street North, 36th Street North, and Laverne Avenue in downtown Lake Elmo as shown on Exhibit A; and

**WHEREAS**, the County intends to reconstruct in 2016, as Phase 2 of this project, CSAH 17 (Lake Elmo Avenue) from Trunk Highway (TH) 5 to 30th Street, a portion of 30th Street North in the downtown Lake Elmo, 36th Street west of CSAH 17, 35th Street west of CSAH 17, and 34th Street west of CSAH 17 as shown on Exhibit A; and

**WHEREAS**, the right of way, preliminary design, final design, construction inspection/administration and construction cost estimates for Phase 1 have been prepared by the County and the City will participate in these costs as summarized in Section F of this cooperative agreement; and

**WHEREAS**, the right of way, preliminary design, final design, construction inspection/administration and construction cost estimates for Phase 2 has been prepared by the County and the City will participate in these costs as summarized in Section F of this cooperative agreement; and

**WHEREAS**, the City desires to use local and state aid funds for these improvements, the State Aid Project number for Laverne Ave is SAP 201-106-001, the City Project number is 2014-137, the State Aid Project number for 30th Street is SAP 206-108-002; and

**WHEREAS**, the County desires to use local and state aid funds for these improvements, the State Aid Project number for CSAH 17 (Lake Elmo Avenue) is SAP 082-617-007 and 082-617-013; and

**WHEREAS**, a cooperative effort between the City and County is the appropriate method to facilitate the right of way acquisition, preliminary and final design, construction inspection/administration and construction cost; and

**WHEREAS**, this Agreement is made pursuant to statutory authority contained in Minnesota Statute 162.17 sub.1 and Minnesota Statute 471.59.

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

1. That Cooperative Agreement 10196 between the City of Lake Elmo and Washington County is hereby approved and the Mayor and City Administrator are hereby authorized execute the agreement on behalf of the City of Lake Elmo.

**ADOPTED BY THE LAKE ELMO CITY COUNCIL ON THE THIRD DAY OF MAY, 2016.**

**CITY OF LAKE ELMO**

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

(Seal)  
ATTEST:

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

**COOPERATIVE AGREEMENT BETWEEN THE CITY OF  
LAKE ELMO AND WASHINGTON COUNTY FOR ~~RIGHT OF WAY,~~  
~~PRELIMINARY DESIGN, FINAL DESIGN, CONSTRUCTION~~  
~~INSPECTION/ADMINISTRATION AND CONSTRUCTION COSTS~~  
~~FOR COUNTY STATE AID HIGHWAY (CSAH) 17~~COUNTY STATE  
AID HIGHWAY (CSAH 17) PHASES I & II**

|                   |                               |
|-------------------|-------------------------------|
| WASHINGTON COUNTY |                               |
| CONTRACT NO.      | <u>10196</u>                  |
| DEPT.             | <u>PUBLIC WORKS</u>           |
| DIVISION          | <u>TRANSPORTATION</u>         |
| TERM              | <u>SIGNATURE - COMPLETION</u> |

**THIS AGREEMENT**, by and between the City of Lake Elmo, a municipal corporation, herein after referred to as the "City", and Washington County, a political subdivision of the State of Minnesota, hereinafter referred to as the "County", shall consist of this agreement, Exhibit A (Project Location Map), Exhibit B (Phase 1 Costs), and Exhibit C (Phase 2 Costs). "Washington County Cost Participation Policy #8001 for Cooperative Highway Improvement Projects" which is incorporated into this agreement by reference.

**WITNESSETH:**

WHEREAS, the County ~~intends to reconstruct in 2015~~, as Phase 1 of this project, a portion of the City streets; Upper 33<sup>rd</sup> Street North, 36<sup>th</sup> Street North, and Laverne Avenue in downtown Lake Elmo as shown on Exhibit A; ~~and~~

WHEREAS, the County intends to reconstruct in 2016, as Phase 2 of this project, CSAH 17 (Lake Elmo Avenue) from ~~Trunk Highway (TH) 5~~ County State Aid Highway 14 (Old Trunk Highway 5) to 30<sup>th</sup> Street and a portion of 30<sup>th</sup> Street North, 36<sup>th</sup> Street west of CSAH 17, 35<sup>th</sup> Street west of CSAH 17, and 34<sup>th</sup> Street west of CSAH 17 in the downtown Lake Elmo as shown on Exhibit A; and

WHEREAS, the right of way, preliminary design, final design, construction inspection/administration and construction cost estimates for Phase 1 have been prepared by the County and the City will participate in these costs as summarized in Section F of this cooperative agreement; and

WHEREAS, the right of way, preliminary design, final design, construction inspection/administration and construction cost estimates for Phase 2 has been prepared by the County and the City will participate in these costs as summarized in Section F of this cooperative agreement; and

WHEREAS, the City desires to use local and state aid funds for these improvements, the State Aid Project number for Laverne Ave is SAP 201-106-001, the City Project number ~~for 36<sup>th</sup> Street~~ is 2014-137, the State Aid Project number for 30<sup>th</sup> Street is SAP 206-108-002; and

WHEREAS, the County desires to use local and state aid funds for these improvements, the State Aid Project number for CSAH 17 (Lake Elmo Avenue) is SAP 082-617-007, and 082-617-013; and

WHEREAS, a cooperative effort between the City and County is the appropriate method to facilitate the right of way acquisition, preliminary and final design, construction inspection/administration and construction cost; and

WHEREAS, this Agreement is made pursuant to statutory authority contained in Minnesota Statute 162.17 sub.1 and Minnesota Statute 471.59.

**NOW THEREFORE, IT IS HEREBY MUTUALLY AGREED AS FOLLOWS:**

**A. PURPOSE**

1. The purpose of this agreement is set forth in the above whereas clauses which are all incorporated by reference as if fully set forth herein.



2. The Parties agree that ~~his Agreement No. 10196 contract~~ terminates and supersedes Cooperative Agreement No. ~~9660 between the Parties, dated June 23, 2015 which superseded and terminated Cooperative Agreement No. 9155 between the Parties, dated December 16, 2014.~~

## B. PLANS AND SPECIFICATION PREPARATION

The County ~~'s contracted consultant~~ shall be responsible for the preparation of the necessary plans and specifications, including compliance with Minnesota State Aid requirements and all other applicable standards and policies and obtaining all approvals required in arriving at the bid specifications for all components of this project.

## C. RIGHT OF WAY AND EASEMENTS

1. The County shall acquire all permanent right-of-way, permanent easements, and temporary construction easements. All permanent rights-of-way, permanent easements, and temporary construction easements will be acquired in the name of the County.
2. Any rights-of-way, permanent easements, and temporary construction easements that cannot be obtained through negotiation will be acquired by the County through eminent domain proceedings.
3. Upon completion of the project, title to permanent right-of-way for and adjacent to City streets and permanent easements for storm water storage and water quality treatment within the City will be conveyed to the City.

## D. ADVERTISEMENT AND AWARD OF CONTRACT

1. After plans and specifications for all components of this project have been approved, all permits and approvals have been obtained, and any necessary rights-of-way and easements have been acquired, the County shall advertise for construction bids or quotes.
2. Once bids are received, the City will be given the opportunity to review and evaluate the bid and provide City Council concurrence on the approval of the bids. Once City concurrence is provided, the County shall award the contract to the lowest responsible bidder.

## E. CONSTRUCTION ADMINISTRATION, OBSERVATION, AND TESTING

1. Construction administration, inspection, observation, and testing for the project will be performed by the County's contracted consultant ~~and will be paid for under the construction inspection/administration contract.~~

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## F. COST PARTICIPATION ITEMS AND ESTIMATED COSTS

~~4.~~ The estimated cost participation breakdown is in accordance with "Washington County Cost Participation Policy #8001 for Cooperative Highway Improvement Projects", which is incorporated into this agreement by reference. ~~the REVISED DRAFT "Cost Participation Policy for Projects Constructed in Washington County Using State Aid Funds or Local Tax Levy Dollars" dated September 30, 2014.~~

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### RIGHT OF WAY & EASEMENTS

- ~~2-1.~~ The City shall pay to the County 100 percent of the cost of all permanent right-of-way, permanent utility and/or drainage easements, temporary slope easements, title work costs, appraisal costs, relocation specialist costs, relocation costs, condemnation commissioner costs, and all pertinent acquisition costs necessary for roadway, utility, and drainage construction work

on 30<sup>th</sup> Street North, Upper 33<sup>rd</sup> Street North, 35<sup>th</sup> Street North, 36<sup>th</sup> Street North, and Laverne Avenue.

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~~3.~~ The City shall pay to the County 50 percent of the cost of all permanent right-of-way, permanent utility and/or drainage easements, temporary slope easements, title work costs, appraisal costs, relocation specialist costs, relocation costs, condemnation commissioner costs, and all pertinent acquisition costs necessary for construction work on the regional drainage pond.

~~2.~~

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~~4.3.~~ The City shall pay to the County 55 percent of the cost of all permanent right-of-way, permanent utility and/or drainage easements, temporary construction easements, title work costs, appraisal costs, relocation specialist costs, relocation costs, condemnation commissioner costs, and all pertinent acquisition costs necessary for roadway, utility, and drainage construction work along CSAH 17 (Lake Elmo Avenue), from 30<sup>th</sup> Street North to CSAH 14MN Highway-5.

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~~5.4.~~ Actual right of way costs shall be determined at the conclusion of the acquisition process. The City shall be responsible to pay for the actual costs of the aforementioned acquisition costs. The final costs for construction will be based on actual unit prices and quantities used on each phase in accordance with this agreement.

#### DESIGN, CONSTRUCTION INSPECTION/ADMINISTRATION SERVICES, & CONSTRUCTION COSTS

~~6.1.~~ The City shall pay the County 91.2 percent of the cost invoiced to the County from the County's consultant for PRELIMINARY DESIGN of Phase 1 of the project. The City shall pay the County ~~65.656.1~~ percent of the cost invoiced to the County from the County's consultant for PRELIMINARY DESIGN of Phase 2 of the project.

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~~7.2.~~ The City shall pay the County 91.2 percent of the cost invoiced to the County from the County's consultant for FINAL DESIGN of Phase 1 of the project. The City shall pay the County ~~65.656.1~~ percent of the cost invoiced to the County from the County's consultant for FINAL DESIGN of Phase 2 of the project.

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~~8.3.~~ The City shall pay the County 91.2 percent of the cost invoiced to the County from the County's consultant for the CONSTRUCTION INSPECTION/ADMINISTRATION of Phase 1 of the project. The City shall pay the County ~~65.656.1~~ percent of the cost invoiced to the County from the County's consultant for the CONSTRUCTION INSPECTION/ADMINISTRATION of Phase 2 of the project.

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~~4.~~ The City shall pay the County an estimated 91.2 percent of the CONSTRUCTION COSTS for Phase 1 of the project as shown in Exhibit B. The City shall pay the County an estimated ~~65.656.1~~ percent of the CONSTRUCTION COSTS for Phase 2 of the project as shown in Exhibit C. These percentages are subject to change based on actual construction costs. A Total Cost Summary is presented on Table 1.

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~~9.5.~~ The final costs for construction will be based on actual unit prices and quantities used on each phase.

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|                                                             |                                                 |                                                  |                                                   |
|-------------------------------------------------------------|-------------------------------------------------|--------------------------------------------------|---------------------------------------------------|
| <u>% Construction Contingency</u><br>(est. 56.1% City Cost) | <u>\$189,252.00</u>                             | <u>\$242,091.00</u>                              | <u>\$431,343.00</u>                               |
| <b>Phase 2 Total Costs</b>                                  | <u>\$3,577,530.00</u> <del>\$1,965,774.00</del> | <u>\$4,758,942.00</u> <del>\$3,821,360.00</del>  | <u>\$8,336,472.00</u> <del>\$5,787,131.00</del>   |
| <b>Total Project Costs</b>                                  | <u>\$4,628,662.00</u> <del>\$2,637,207.00</del> | <u>\$10,315,856.00</u> <del>\$8,774,450.00</del> | <u>\$14,944,518.00</u> <del>\$11,411,657.00</del> |

## G. PAYMENT

~~1. After the County has awarded the construction contract for Phase 2, Exhibit C will be updated to reflect the actual contractor's unit prices and will submit a copy of the revised summary to the City.~~

1. Right of way, preliminary design, final design, construction inspection/administration and construction costs for the City's cost share of Phase 1 and 2 projects shall be invoiced by the County to the City with no interest. The payment due dates are presented on Table 2.

| TABLE 2 – PAYMENT DUE DATES                   |                                                                                                           |                                                 |
|-----------------------------------------------|-----------------------------------------------------------------------------------------------------------|-------------------------------------------------|
| Date                                          | Percentage                                                                                                | Estimated Payment                               |
| January 15 <sup>th</sup> , 2016 - <b>PAID</b> | 10% of Estimated Phase 1 Total City Cost                                                                  | <u>\$498,866.35</u> <del>\$495,309.00</del>     |
| June 15 <sup>th</sup> , 2016                  | <u>Remaining Estimated Phase 1 Total City Cost</u><br><del>90% of Estimated Phase 1 Total City Cost</del> | <u>\$5,058,047.65</u> <del>\$4,457,781.00</del> |
| January 15 <sup>th</sup> , 2017               | 20% of Estimated Phase 2 Total City Cost                                                                  | <u>\$951,788.00</u> <del>\$764,272.00</del>     |
| June 15 <sup>th</sup> , 2017                  | 80% of Estimated Phase 2 Total City Cost                                                                  | <u>\$3,807,154.00</u> <del>\$3,057,088.00</del> |

\* A final invoice will be issued to the City for the City's share of any costs incurred related to the project during the warranty period.

2. The City and County shall reconcile invoices and supporting documentation prior to the County submitting an invoice to the City. Once the reconciled invoice is submitted, the City shall pay the invoice in full within 30 days.~~The City shall pay 100 percent of an invoice amount within 30 days of receipt.~~ If the City is 30 days late on any payment, the entire remaining amount due of the City's cost share per phase, will be invoiced to the City with a payment date of September 15<sup>th</sup> (of the year of the missed payment).
3. The costs for Phase 1 reflect to-date construction costs plus an estimated cost to complete.
4. The costs for Phase 2 reflect the lowest responsible bid. Upon completion of Phase 2 construction, the County shall prepare a final cost participation summary and submit to the City. The County shall add to the City's final construction costs, construction contract amendments, any necessary adjustments for liquidated damages, and deduct City funds previously advanced for the project by the City.
5. If the amount of the total of the payments made by the City pursuant to Section G is less than the actual cost to the City of its portion of the Project, the City agrees to pay the difference between the estimated amount paid by the City and the actual cost of the City's portion of the project.
4. Upon completion of Phase 1 and Phase 2 the County shall prepare a final cost participation

~~summary which will be based upon the contract unit prices and the actual units of work performed and shall submit a copy of this summary to the City. The County shall add to the City's final construction costs, construction contract amendments, any necessary adjustments for liquidated damages, and deduct City funds previously advanced for the project by the City. If the amount of the total of the payments made by the City pursuant to Section G is less than the actual cost to the City of its portion of the Project, the City agrees to pay the difference between the estimated amount paid by the City and the actual cost of the City's portion of the project.~~

~~5-6.~~ In the event that the City paid more in advance than the actual cost of the City's portion of the project, the County shall refund without interest the amount to the City.

#### H. CHANGE ORDERS AND SUPPLEMENTAL AGREEMENTS

- ~~1. Any modifications or additions to the final approved plans and/or specifications of the City's portion of the project shall be made part of the construction contract through a written amendment to the construction contract, but only after concurrence by the City Administrator, and the cost for such changes shall be appropriated as set forth in Section F of this Agreement.~~
- ~~1. Any modifications or additions to the final approved plans and/or specifications shall be made part of the construction contract by change order or by supplemental agreement, and shall be paid for as set forth in Section G of this Agreement.~~
- ~~2. Through written request, the City may request changes to the final approved plans and/or specification. Any City request which is subsequently modified or added to the final approved plans and specifications shall be made by a written amendment to this agreement, shall be made part of the construction contract by change order or supplemental agreement, and shall be paid for wholly by the City.~~

#### I. LIQUIDATED DAMAGES

Any liquidated damage assessed the contractor in connection with the work performed on the project shall be shared by the City and the County in the following proportion: The respective total share of construction work to the total construction cost without any deduction for liquidated damages.

#### J. CIVIL RIGHTS AND NON-DISCRIMINATION

The provisions of Minn. Stat. 181.59 and of any applicable ordinance relating to civil rights and discrimination shall be considered part of this Agreement as if fully set further herein, and shall be part of any Agreement entered into by the parties with any contractor subcontractor, or material suppliers.

#### K. INDEMNIFICATION

1. The City agrees that it will defend, indemnify and hold harmless the County against any and all liability, loss, damages, costs and expenses which the County may hereafter sustain, incur or be required to pay by reason of any negligent act by the City, its agents, officers or employees during the performance of this agreement.
2. The County agrees that it will defend, indemnify and hold harmless the City against any and all liability, loss, damages, costs and expenses which the City may hereafter sustain, incur or be required to pay by reason of any negligent act by the County, its agents, officers or employees during the performance of this agreement.
3. To the fullest extent permitted by law, actions by the parties to this Agreement are intended to be and shall be construed as a "cooperative activity" and it is the intent of the parties that they

shall be deemed a “single governmental unit” for the purposes of liability, as set forth in Minnesota Statutes, Section 471.59, subd. 1a(b). The parties to this Agreement are not liable for the acts or omissions of another party to this Agreement except to the extent they have agreed in writing to be responsible for the acts or omissions of the other parties as provided for in Section 471.59, subd. 1a.

- Each party’s liability shall be governed by the provisions of Minnesota Statutes, Chapter 466 and other applicable law. The parties agree that liability under this Agreement is controlled by Minnesota Statute 471.59, subdivision 1a and that the total liability for the parties shall not exceed the limits on governmental liability for a single unit of government as specified in 466.04, subdivision 1(a).

#### L. DATA PRIVACY

All data collected, created, received, maintained, or disseminated, or used for any purposes in the course of this Agreement is governed by the Minnesota Government Data Practices Act, Minnesota Statutes 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.

#### M. CONDITIONS

The City shall not assess or otherwise recover any portion of its cost for this project through levy on County-owned property.

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

#### WASHINGTON COUNTY

#### CITY OF LAKE ELMO

\_\_\_\_\_  
Chair Date  
Board of Commissioners

\_\_\_\_\_  
Mike Pearson Date  
Mayor

\_\_\_\_\_  
Molly O'Rourke Date  
County Administrator

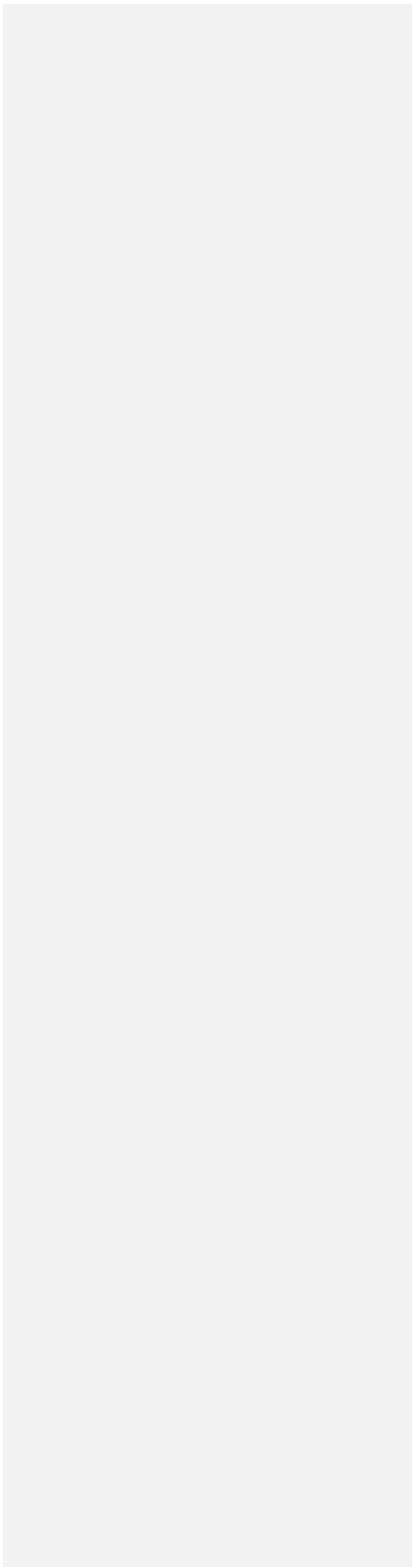
\_\_\_\_\_  
~~Dean Zuleger~~Kristina Handt  
City Administrator

Approved as to form:

\_\_\_\_\_  
Assistant County Attorney                      Date

Approved as to form:

\_\_\_\_\_  
City Attorney                                      Date



**COOPERATIVE AGREEMENT BETWEEN THE CITY OF  
LAKE ELMO AND WASHINGTON COUNTY FOR COUNTY STATE  
AID HIGHWAY (CSAH 17) PHASES I & II**

|                   |                        |
|-------------------|------------------------|
| WASHINGTON COUNTY |                        |
| CONTRACT NO.      | 10196                  |
| DEPT.             | PUBLIC WORKS           |
| DIVISION          | TRANSPORTATION         |
| TERM              | SIGNATURE - COMPLETION |

**THIS AGREEMENT**, by and between the City of Lake Elmo, a municipal corporation, herein after referred to as the "City", and Washington County, a political subdivision of the State of Minnesota, hereinafter referred to as the "County", shall consist of this agreement, Exhibit A (Project Location Map), Exhibit B (Phase 1 Costs), and Exhibit C (Phase 2 Costs), "Washington County Cost Participation Policy #8001 for Cooperative Highway Improvement Projects" which is incorporated into this agreement by reference.

**WITNESSETH:**

WHEREAS, the County reconstructed in 2015, as Phase 1 of this project, a portion of the City streets; Upper 33<sup>rd</sup> Street North, 36<sup>th</sup> Street North, and Laverne Avenue in downtown Lake Elmo as shown on Exhibit A;

WHEREAS, the County intends to reconstruct in 2016, as Phase 2 of this project, CSAH 17 (Lake Elmo Avenue) from County State Aid Highway 14 (Old Trunk Highway 5) to 30<sup>th</sup> Street and a portion of 30<sup>th</sup> Street North, 36<sup>th</sup> Street west of CSAH 17, 35<sup>th</sup> Street west of CSAH 17, and 34<sup>th</sup> Street west of CSAH 17 in the downtown Lake Elmo as shown on Exhibit A; and

WHEREAS, the right of way, preliminary design, final design, construction inspection/administration and construction cost estimates for Phase 1 have been prepared by the County and the City will participate in these costs as summarized in Section F of this cooperative agreement; and

WHEREAS, the right of way, preliminary design, final design, construction inspection/administration and construction cost estimates for Phase 2 has been prepared by the County and the City will participate in these costs as summarized in Section F of this cooperative agreement; and

WHEREAS, the City desires to use local and state aid funds for these improvements, the State Aid Project number for Laverne Ave is SAP 201-106-001, the City Project number is 2014-137, the State Aid Project number for 30<sup>th</sup> Street is SAP 206-108-002; and

WHEREAS, the County desires to use local and state aid funds for these improvements, the State Aid Project number for CSAH 17 (Lake Elmo Avenue) is SAP 082-617-007, and 082-617-013; and

WHEREAS, a cooperative effort between the City and County is the appropriate method to facilitate the right of way acquisition, preliminary and final design, construction inspection/administration and construction cost; and

WHEREAS, this Agreement is made pursuant to statutory authority contained in Minnesota Statute 162.17 sub.1 and Minnesota Statute 471.59.

**NOW THEREFORE, IT IS HEREBY MUTUALLY AGREED AS FOLLOWS:**

**A. PURPOSE**

1. The purpose of this agreement is set forth in the above whereas clauses which are all incorporated by reference as if fully set forth herein.
2. The Parties agree that Agreement No. 10196 terminates and supersedes Cooperative Agreement No. 9660 between the Parties, dated June 23, 2015 which superseded and terminated Cooperative Agreement No. 9155.



## **B. PLANS AND SPECIFICATION PREPARATION**

The County shall be responsible for the preparation of the necessary plans and specifications, including compliance with Minnesota State Aid requirements and all other applicable standards and policies and obtaining all approvals required in arriving at the bid specifications for all components of this project.

## **C. RIGHT OF WAY AND EASEMENTS**

1. The County shall acquire all permanent right-of-way, permanent easements, and temporary construction easements. All permanent rights-of-way, permanent easements, and temporary construction easements will be acquired in the name of the County.
2. Any rights-of-way, permanent easements, and temporary construction easements that cannot be obtained through negotiation will be acquired by the County through eminent domain proceedings.
3. Upon completion of the project, title to permanent right-of-way for and adjacent to City streets and permanent easements for storm water storage and water quality treatment within the City will be conveyed to the City.

## **D. ADVERTISEMENT AND AWARD OF CONTRACT**

1. After plans and specifications for all components of this project have been approved, all permits and approvals have been obtained, and any necessary rights-of-way and easements have been acquired, the County shall advertise for construction bids or quotes.
2. Once bids are received, the City will be given the opportunity to review and evaluate the bid and provide City Council concurrence on the approval of the bids. Once City concurrence is provided, the County shall award the contract to the lowest responsible bidder.

## **E. CONSTRUCTION ADMINISTRATION, OBSERVATION, AND TESTING**

1. Construction administration, inspection, observation, and testing for the project will be performed by the County's contracted consultant.

## **F. COST PARTICIPATION ITEMS AND ESTIMATED COSTS**

The estimated cost participation breakdown is in accordance with "Washington County Cost Participation Policy #8001 for Cooperative Highway Improvement Projects", which is incorporated into this agreement by reference.

### **RIGHT OF WAY & EASEMENTS**

1. The City shall pay to the County 100 percent of the cost of all permanent right-of-way, permanent utility and/or drainage easements, temporary slope easements, title work costs, appraisal costs, relocation specialist costs, relocation costs, condemnation commissioner costs, and all pertinent acquisition costs necessary for roadway, utility, and drainage construction work on 30<sup>th</sup> Street North, Upper 33<sup>rd</sup> Street North, 35<sup>th</sup> Street North, 36<sup>th</sup> Street North, and Laverne Avenue.
2. The City shall pay to the County 50 percent of the cost of all permanent right-of-way, permanent utility and/or drainage easements, temporary slope easements, title work costs, appraisal costs, relocation specialist costs, relocation costs, condemnation commissioner costs, and all pertinent acquisition costs necessary for construction work on the regional drainage pond.

3. The City shall pay to the County 55 percent of the cost of all permanent right-of-way, permanent utility and/or drainage easements, temporary construction easements, title work costs, appraisal costs, relocation specialist costs, relocation costs, condemnation commissioner costs, and all pertinent acquisition costs necessary for roadway, utility, and drainage construction work along CSAH 17 (Lake Elmo Avenue), from 30<sup>th</sup> Street North to CSAH 14.
4. Actual right of way costs shall be determined at the conclusion of the acquisition process. The City shall be responsible to pay for the actual costs of the aforementioned acquisition costs in accordance with this agreement.

DESIGN, CONSTRUCTION INSPECTION/ADMINISTRATION SERVICES, & CONSTRUCTION COSTS

1. The City shall pay the County 91.2 percent of the cost invoiced to the County from the County's consultant for PRELIMINARY DESIGN of Phase 1 of the project. The City shall pay the County 56.1 percent of the cost invoiced to the County from the County's consultant for PRELIMINARY DESIGN of Phase 2 of the project.
2. The City shall pay the County 91.2 percent of the cost invoiced to the County from the County's consultant for FINAL DESIGN of Phase 1 of the project. The City shall pay the County 56.1 percent of the cost invoiced to the County from the County's consultant for FINAL DESIGN of Phase 2 of the project.
3. The City shall pay the County 91.2 percent of the cost invoiced to the County from the County's consultant for the CONSTRUCTION INSPECTION/ADMINISTRATION of Phase 1 of the project. The City shall pay the County 56.1 percent of the cost invoiced to the County from the County's consultant for the CONSTRUCTION INSPECTION/ADMINISTRATION of Phase 2 of the project.
4. The City shall pay the County an estimated 91.2 percent of the CONSTRUCTION COSTS for Phase 1 of the project as shown in Exhibit B. The City shall pay the County an estimated 56.1 percent of the CONSTRUCTION COSTS for Phase 2 of the project as shown in Exhibit C. These percentages are subject to change based on actual construction costs. A Total Cost Summary is presented on Table 1.
5. The final costs for construction will be based on actual unit prices and quantities used on each phase.

| TABLE 1 – TOTAL COST SUMMARY                                                            |                       |                        |                        |
|-----------------------------------------------------------------------------------------|-----------------------|------------------------|------------------------|
| PHASE 1                                                                                 | COUNTY COST ESTIMATE  | CITY COST ESTIMATE     | TOTAL COST ESTIMATE    |
| Right-of-Way and Easements                                                              |                       |                        |                        |
| Upper 33 <sup>rd</sup> St. N, 36 <sup>th</sup> St. N., and Laverne Ave (100% City Cost) | N/A                   | \$91,902.00            | \$91,902.00            |
| Regional Drainage Pond (50% City Cost)                                                  | \$577,095.00          | \$577,095.00           | \$1,154,190.00         |
| Preliminary Design (91.2% City Cost)                                                    | \$11,844.00           | \$119,756.00           | \$131,600.00           |
| Final Design (91.2% City Cost)                                                          | \$21,011.00           | \$212,449.00           | \$233,460.00           |
| MultiVista Photos                                                                       | \$5,960.00            | N/A                    | \$5,960.00             |
| Precondition Survey (91.2% City Cost)                                                   | \$2,388.00            | \$24,745.00            | \$27,133.00            |
| Construction Inspection/ Administration (91.2% City Cost)                               | \$26,568.00           | \$268,632.00           | \$295,200.00           |
| Construction (est. 91.2% City Cost)                                                     | \$406,266.00          | \$4,262,335.00         | \$4,668,601.00         |
| <b>Phase 1 Total Costs</b>                                                              | <b>\$1,051,132.00</b> | <b>\$5,556,914.00</b>  | <b>\$6,608,046.00</b>  |
| PHASE 2                                                                                 | COUNTY COST ESTIMATE  | CITY COST ESTIMATE     | TOTAL COST ESTIMATE    |
| Right-of-Way and Easements                                                              |                       |                        |                        |
| CSAH 17 ( Lake Elmo Ave) (55% City Cost)                                                | \$128,142.00          | \$156,618.00           | \$284,760.00           |
| 30 <sup>th</sup> St. N. (100% City Cost)                                                | N/A                   | \$147,550.00           | \$147,550.00           |
| 35 <sup>th</sup> St. N. & 36 <sup>th</sup> St N. (100% City Cost)                       | N/A                   | \$55,000.00            | \$55,000.00            |
| Preliminary Design (56.1% City Cost)                                                    | \$83,147.00           | \$106,253.00           | \$189,400.00           |
| Final Design (56.1% City Cost)                                                          | \$202,379.00          | \$258,621.00           | \$461,000.00           |
| Precondition Survey Estimated Cost                                                      | \$17,173.00           | \$10,000.00            | \$27,173.00            |
| Construction Inspection/ Administration (56.1% City Cost)                               | \$253,830.00          | \$324,370.00           | \$578,200.00           |
| Construction (est. 56.1% City Cost)                                                     | \$2,703,607.00        | \$3,458,439.00         | \$6,162,046.00         |
| % Construction Contingency (est. 56.1% City Cost)                                       | \$189,252.00          | \$242,091.00           | \$431,343.00           |
| <b>Phase 2 Total Costs</b>                                                              | <b>\$3,577,530.00</b> | <b>\$4,758,942.00</b>  | <b>\$8,336,472.00</b>  |
| <b>Total Project Costs</b>                                                              | <b>\$4,628,662.00</b> | <b>\$10,315,856.00</b> | <b>\$14,944,518.00</b> |

## G. PAYMENT

1. Right of way, preliminary design, final design, construction inspection/administration and construction costs for the City's cost share of Phase 1 and 2 projects shall be invoiced by the County to the City with no interest. The payment due dates are presented on Table 2.

| <b>TABLE 2 – PAYMENT DUE DATES</b>            |                                                    |                          |
|-----------------------------------------------|----------------------------------------------------|--------------------------|
| <b>Date</b>                                   | <b>Percentage</b>                                  | <b>Estimated Payment</b> |
| January 15 <sup>th</sup> , 2016 - <b>PAID</b> | <b>10%</b> of Estimated Phase 1 Total City Cost    | \$498,866.35             |
| June 15 <sup>th</sup> , 2016                  | <b>Remaining</b> Estimated Phase 1 Total City Cost | \$5,058,047.65*          |
| January 15 <sup>th</sup> , 2017               | <b>20%</b> of Estimated Phase 2 Total City Cost    | \$951,788.00             |
| June 15 <sup>th</sup> , 2017                  | <b>80%</b> of Estimated Phase 2 Total City Cost    | \$3,807,154.00*          |

\* A final invoice will be issued to the City for the City's share of any costs incurred related to the project during the warranty period.

2. The City and County shall reconcile invoices and supporting documentation prior to the County submitting an invoice to the City. Once the reconciled invoice is submitted, the City shall pay the invoice in full within 30 days. If the City is 30 days late on any payment, the entire remaining amount due of the City's cost share per phase, will be invoiced to the City with a payment date of September 15th (of the year of the missed payment).
3. The costs for Phase 1 reflect to-date construction costs plus an estimated cost to complete.
4. The costs for Phase 2 reflect the lowest responsible bid. Upon completion of Phase 2 construction, the County shall prepare a final cost participation summary and submit to the City. The County shall add to the City's final construction costs, construction contract amendments, any necessary adjustments for liquidated damages, and deduct City funds previously advanced for the project by the City.
5. If the amount of the total of the payments made by the City pursuant to Section G is less than the actual cost to the City of its portion of the Project, the City agrees to pay the difference between the estimated amount paid by the City and the actual cost of the City's portion of the project.
6. In the event that the City paid more in advance than the actual cost of the City's portion of the project, the County shall refund without interest the amount to the City.

#### **H. CHANGE ORDERS AND SUPPLEMENTAL AGREEMENTS**

1. Any modifications or additions to the final approved plans and/or specifications of the City's portion of the project shall be made part of the construction contract through a written amendment to the construction contract, but only after concurrence by the City Administrator, and the cost for such changes shall be appropriated as set forth in Section F of this Agreement.

#### **I. LIQUIDATED DAMAGES**

Any liquidated damage assessed the contractor in connection with the work performed on the project shall be shared by the City and the County in the following proportion: The respective total share of construction work to the total construction cost without any deduction for liquidated damages.

#### **J. CIVIL RIGHTS AND NON-DISCRIMINATION**

The provisions of Minn. Stat. 181.59 and of any applicable ordinance relating to civil rights and discrimination shall be considered part of this Agreement as if fully set further herein, and shall be part of any Agreement entered into by the parties with any contractor subcontractor, or material suppliers.

## **K. INDEMNIFICATION**

1. The City agrees that it will defend, indemnify and hold harmless the County against any and all liability, loss, damages, costs and expenses which the County may hereafter sustain, incur or be required to pay by reason of any negligent act by the City, its agents, officers or employees during the performance of this agreement.
2. The County agrees that it will defend, indemnify and hold harmless the City against any and all liability, loss, damages, costs and expenses which the City may hereafter sustain, incur or be required to pay by reason of any negligent act by the County, its agents, officers or employees during the performance of this agreement.
3. To the fullest extent permitted by law, actions by the parties to this Agreement are intended to be and shall be construed as a “cooperative activity” and it is the intent of the parties that they shall be deemed a “single governmental unit” for the purposes of liability, as set forth in Minnesota Statutes, Section 471.59, subd. 1a(b). The parties to this Agreement are not liable for the acts or omissions of another party to this Agreement except to the extent they have agreed in writing to be responsible for the acts or omissions of the other parties as provided for in Section 471.59, subd. 1a.
4. Each party’s liability shall be governed by the provisions of Minnesota Statutes, Chapter 466 and other applicable law. The parties agree that liability under this Agreement is controlled by Minnesota Statute 471.59, subdivision 1a and that the total liability for the parties shall not exceed the limits on governmental liability for a single unit of government as specified in 466.04, subdivision 1(a).

## **L. DATA PRIVACY**

All data collected, created, received, maintained, or disseminated, or used for any purposes in the course of this Agreement is governed by the Minnesota Government Data Practices Act, Minnesota Statutes 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.

## **M. CONDITIONS**

The City shall not assess or otherwise recover any portion of its cost for this project through levy on County-owned property.

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

officers.

## WASHINGTON COUNTY

|                        |      |
|------------------------|------|
| Chair                  | Date |
| Board of Commissioners |      |

|                      |      |
|----------------------|------|
| Molly O'Rourke       | Date |
| County Administrator |      |

Approved as to form:

|                           |      |
|---------------------------|------|
| Assistant County Attorney | Date |
|---------------------------|------|

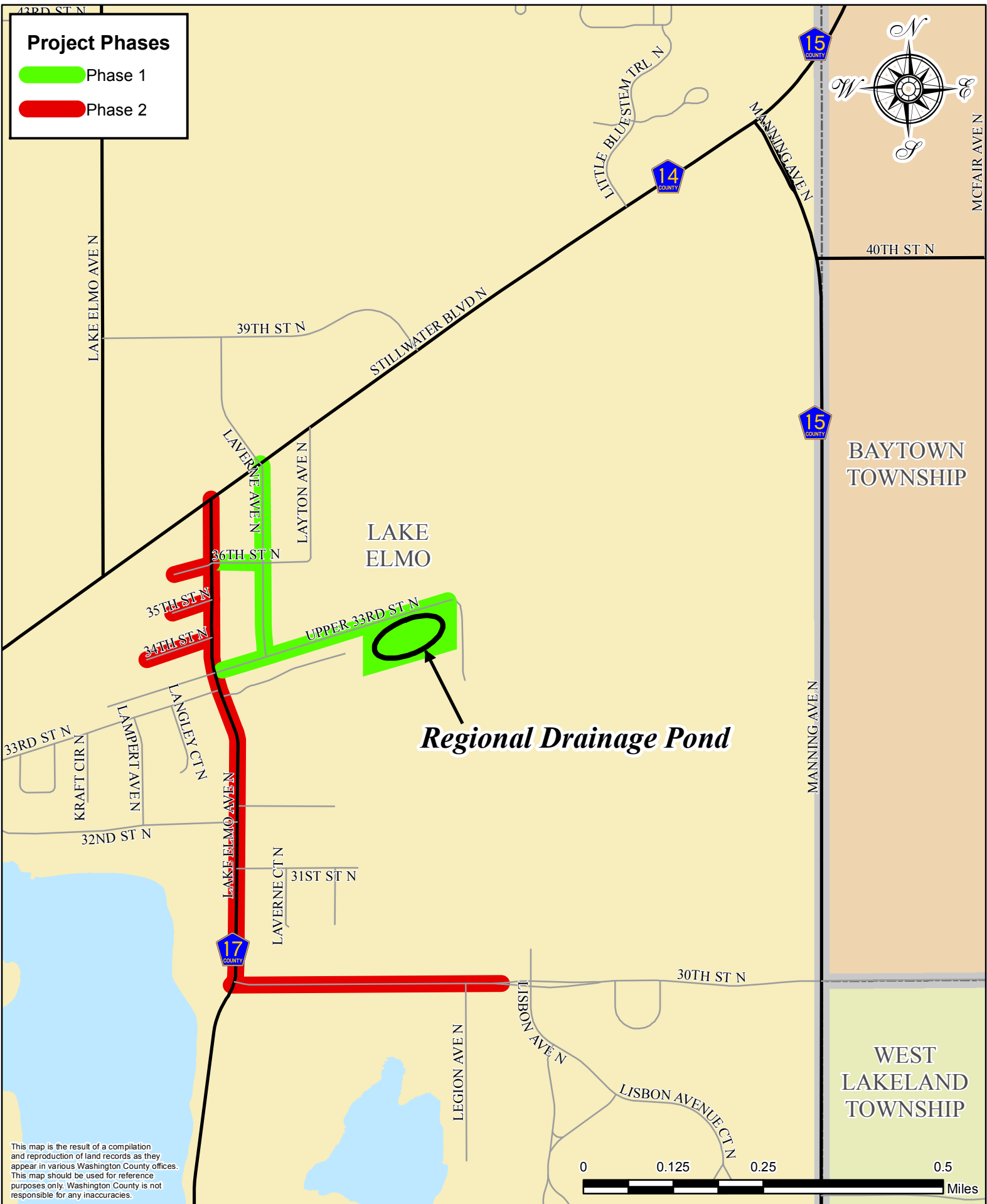
## CITY OF LAKE ELMO

|              |      |
|--------------|------|
| Mike Pearson | Date |
| Mayor        |      |

|                    |      |
|--------------------|------|
| Kristina Handt     | Date |
| City Administrator |      |

Approved as to form:

|               |      |
|---------------|------|
| City Attorney | Date |
|---------------|------|



| TAB | ITEM NO. | ITEM DESCRIPTION                                    | UNIT     | UNIT COST    | TOTAL ESTIMATED QUANTITY | TOTAL ESTIMATED COST | SAP 082-617-007 (REGIONAL DRAINAGE) | SAP 206-106-001 (CITY'S STATE AID NUMBER) |                          |                      |                          | CP 2014-137 (NON-PARTICIPATING CITY ITEMS) |                          |                      |       |              |
|-----|----------|-----------------------------------------------------|----------|--------------|--------------------------|----------------------|-------------------------------------|-------------------------------------------|--------------------------|----------------------|--------------------------|--------------------------------------------|--------------------------|----------------------|-------|--------------|
|     |          |                                                     |          |              |                          |                      |                                     | ROADWAY                                   |                          | DRAINAGE             |                          | LANDSCAPING/LIGHTING                       |                          | ROADWAY/UTILITY      |       |              |
|     |          |                                                     |          |              |                          |                      | TOTAL ESTIMATED QUANTITY            | TOTAL ESTIMATED COST                      | TOTAL ESTIMATED QUANTITY | TOTAL ESTIMATED COST | TOTAL ESTIMATED QUANTITY | TOTAL ESTIMATED COST                       | TOTAL ESTIMATED QUANTITY | TOTAL ESTIMATED COST |       |              |
|     | 2021.501 | MOBILIZATION                                        | LUMP SUM | \$205,000.00 | 1.0000                   | \$205,000.00         | 0.09                                | \$19,096.48                               | 0.15                     | \$31,293.85          |                          |                                            | 0.00                     | \$894.00             | 0.75  | \$153,715.67 |
|     | 2101.501 | CLEARING                                            | ACRE     | \$2,400.00   | 1.90                     | \$4,560.00           |                                     |                                           |                          |                      |                          |                                            |                          |                      | 1.90  | \$4,560.00   |
|     | 2101.502 | CLEARING                                            | TREE     | \$265.00     | 43                       | \$11,395.00          |                                     |                                           | 24                       | \$6,360.00           |                          |                                            |                          |                      | 19    | \$5,035.00   |
|     | 2101.506 | GRUBBING                                            | ACRE     | \$2,400.00   | 1.90                     | \$4,560.00           |                                     |                                           |                          |                      |                          |                                            |                          |                      | 1.90  | \$4,560.00   |
|     | 2101.507 | GRUBBING                                            | TREE     | \$265.00     | 43                       | \$11,395.00          |                                     |                                           | 24                       | \$6,360.00           |                          |                                            |                          |                      | 19    | \$5,035.00   |
|     | 2104.501 | REMOVE WATER MAIN                                   | LIN FT   | \$9.90       | 1982                     | \$19,621.80          |                                     |                                           |                          |                      |                          |                                            |                          |                      | 1982  | \$19,621.80  |
|     | 2104.501 | REMOVE WATER SERVICE PIPE                           | LIN FT   | \$12.00      | 606                      | \$7,272.00           |                                     |                                           |                          |                      |                          |                                            |                          |                      | 606   | \$7,272.00   |
|     | 2104.501 | REMOVE PIPE CULVERTS                                | LIN FT   | \$12.90      | 256                      | \$3,302.40           |                                     |                                           |                          |                      | 143                      | \$1,844.70                                 |                          |                      | 113   | \$1,457.70   |
|     | 2104.501 | REMOVE CURB & GUTTER                                | LIN FT   | \$3.00       | 361                      | \$1,083.00           |                                     |                                           | 249                      | \$747.00             |                          |                                            |                          |                      | 112   | \$336.00     |
|     | 2104.501 | REMOVE RAILROAD TRACK                               | LIN FT   | \$11.85      | 220                      | \$2,607.00           |                                     |                                           |                          |                      |                          |                                            |                          |                      | 220   | \$2,607.00   |
|     | 2104.503 | REMOVE SIDEWALK                                     | SQ FT    | \$1.05       | 917                      | \$962.85             |                                     |                                           | 414                      | \$434.70             |                          |                                            |                          |                      | 503   | \$528.15     |
|     | 2104.505 | REMOVE CONCRETE DRIVEWAY PAVEMENT                   | SQ YD    | \$5.65       | 395                      | \$2,231.75           |                                     |                                           | 197                      | \$1,113.05           |                          |                                            |                          |                      | 198   | \$1,118.70   |
|     | 2104.505 | REMOVE BITUMINOUS DRIVEWAY PAVEMENT                 | SQ YD    | \$2.95       | 870                      | \$2,566.50           |                                     |                                           | 400                      | \$1,180.00           |                          |                                            |                          |                      | 470   | \$1,386.50   |
|     | 2104.505 | REMOVE BITUMINOUS PAVEMENT                          | SQ YD    | \$1.75       | 10292                    | \$18,011.00          |                                     |                                           | 4200                     | \$7,350.00           |                          |                                            |                          |                      | 6092  | \$10,661.00  |
|     | 2104.509 | REMOVE CONCRETE HEADWALL                            | EACH     | \$485.00     | 1                        | \$485.00             |                                     |                                           |                          |                      |                          |                                            |                          |                      | 1     | \$485.00     |
|     | 2104.509 | REMOVE GATE VALVE & BOX                             | EACH     | \$520.00     | 9                        | \$4,680.00           |                                     |                                           |                          |                      |                          |                                            |                          |                      | 9     | \$4,680.00   |
|     | 2104.509 | REMOVE CURB STOP & BOX                              | EACH     | \$208.50     | 15                       | \$3,127.50           |                                     |                                           |                          |                      |                          |                                            |                          |                      | 15    | \$3,127.50   |
|     | 2104.509 | REMOVE HYDRANT & VALVE ASSEMBLY                     | EACH     | \$1,300.00   | 3                        | \$3,900.00           |                                     |                                           |                          |                      |                          |                                            |                          |                      | 3     | \$3,900.00   |
|     | 2104.509 | REMOVE SIGN TYPE C                                  | EACH     | \$48.00      | 26                       | \$1,248.00           |                                     |                                           | 20                       | \$960.00             |                          |                                            |                          |                      | 6     | \$288.00     |
|     | 2104.509 | REMOVE SIGN TYPE SPECIAL                            | EACH     | \$106.65     | 3                        | \$319.95             |                                     |                                           |                          |                      |                          |                                            |                          |                      | 3     | \$319.95     |
|     | 2104.511 | SAWING CONCRETE PAVEMENT (FULL DEPTH)               | LIN FT   | \$4.50       | 174                      | \$783.00             |                                     |                                           | 38                       | \$171.00             |                          |                                            |                          |                      | 136   | \$612.00     |
|     | 2104.513 | SAWING BIT PAVEMENT (FULL DEPTH)                    | LIN FT   | \$2.80       | 1102                     | \$3,085.60           |                                     |                                           | 442                      | \$1,237.60           |                          |                                            |                          |                      | 660   | \$1,848.00   |
|     | 2104.521 | SALVAGE CHAIN LINK FENCE                            | LIN FT   | \$13.50      | 148                      | \$1,998.00           |                                     |                                           | 88                       | \$1,188.00           |                          |                                            |                          |                      | 60    | \$810.00     |
|     | 2104.603 | ABANDON WATER MAIN                                  | LIN FT   | \$28.00      | 127                      | \$3,556.00           |                                     |                                           |                          |                      |                          |                                            |                          |                      | 127   | \$3,556.00   |
|     | 2106.607 | EXCAVATION - COMMON                                 | CU YD    | \$8.65       | 13211                    | \$114,275.15         |                                     |                                           | 2731                     | \$23,623.15          |                          |                                            |                          |                      | 10480 | \$90,652.00  |
|     | 2106.607 | EXCAVATION - SUBGRADE                               | CU YD    | \$10.50      | 6263                     | \$65,761.50          |                                     |                                           | 3611                     | \$37,915.50          |                          |                                            |                          |                      | 2652  | \$27,846.00  |
|     | 2106.607 | EXCAVATION - CHANNEL AND POND                       | CU YD    | \$10.70      | 114733                   | \$1,227,643.10       | 35024.46                            | \$374,761.68                              |                          |                      |                          |                                            |                          |                      | 79709 | \$852,881.42 |
|     | 2106.607 | EXCAVATION - SPECIAL (EVI)                          | CU YD    | \$10.30      | 10000                    | \$103,000.00         |                                     |                                           |                          |                      |                          |                                            |                          |                      | 10000 | \$103,000.00 |
|     | 2106.607 | COMMON EMBANKMENT (CV)                              | CU YD    | \$4.10       | 8369                     | \$34,312.90          |                                     |                                           | 666                      | \$2,730.60           |                          |                                            |                          |                      | 7703  | \$31,582.30  |
|     | 2106.607 | SELECT GRANULAR EMBANKMENT (CV)                     | CU YD    | \$18.25      | 5808                     | \$105,996.00         |                                     |                                           | 3924                     | \$71,613.00          |                          |                                            |                          |                      | 1884  | \$34,383.00  |
|     | 2118.607 | AGGREGATE SURFACING (CV) CLASS 6                    | CU YD    | \$27.50      | 1600                     | \$44,000.00          |                                     |                                           | 15                       | \$412.50             |                          |                                            |                          |                      | 1585  | \$43,587.50  |
|     | 2123.501 | COMMON LABORER                                      | HOURL    | \$85.00      | 70                       | \$5,950.00           |                                     |                                           | 20                       | \$1,700.00           |                          |                                            |                          |                      | 50    | \$4,250.00   |
|     | 2123.514 | 3 CY FRONT END LOADER                               | HOURL    | \$155.00     | 10                       | \$1,550.00           |                                     |                                           | 3                        | \$465.00             |                          |                                            |                          |                      | 7     | \$1,085.00   |
|     | 2123.610 | STREET SWEEPER (WITH PICKUP BROOM)                  | HOURL    | \$145.00     | 200                      | \$29,000.00          |                                     |                                           | 50                       | \$7,250.00           |                          |                                            |                          |                      | 150   | \$21,750.00  |
|     | 2123.610 | 3 CY BACKHOE                                        | HOURL    | \$180.00     | 15                       | \$2,700.00           |                                     |                                           | 5                        | \$900.00             |                          |                                            |                          |                      | 10    | \$1,800.00   |
|     | 2123.610 | SKID STEER                                          | HOURL    | \$120.00     | 40                       | \$4,800.00           |                                     |                                           | 10                       | \$1,200.00           |                          |                                            |                          |                      | 30    | \$3,600.00   |
|     | 2123.610 | TRACTOR MOUNTED BACKHOE                             | HOURL    | \$140.00     | 10                       | \$1,400.00           |                                     |                                           | 4                        | \$560.00             |                          |                                            |                          |                      | 6     | \$840.00     |
|     | 2211.503 | AGGREGATE BASE (CV) CLASS 6                         | CY YD    | \$23.00      | 3461                     | \$79,603.00          |                                     |                                           | 1137                     | \$26,151.00          |                          |                                            |                          |                      | 2324  | \$53,452.00  |
|     | 2360.501 | TYPE SP 9.5 WEARING COURSE MIXTURE (2.B)            | TON      | \$80.00      | 87.16                    | \$6,972.80           |                                     |                                           | 87                       | \$6,972.80           |                          |                                            |                          |                      | 646   | \$41,344.00  |
|     | 2360.501 | TYPE SP 9.5 WEARING COURSE MIXTURE (3.C)            | TON      | \$64.00      | 1448                     | \$92,672.00          |                                     |                                           | 802                      | \$51,328.00          |                          |                                            |                          |                      | 269   | \$17,244.16  |
|     | 2360.501 | TYPE SP 12.5 WEARING COURSE MIXTURE (3.C)           | TON      | \$64.00      | 1071.44                  | \$68,572.16          |                                     |                                           | 802                      | \$51,328.00          |                          |                                            |                          |                      | 68    | \$8,051.20   |
|     | 2360.501 | TYPE SP 9.5 WEARING COURSE MIXTURE (3.C) (WEDGE)    | TON      | \$118.40     | 141.64                   | \$16,770.18          |                                     |                                           | 74                       | \$8,718.88           |                          |                                            |                          |                      | 61    | \$13,044.85  |
|     | 2360.503 | TYPE SP 9.5 WEARING COURSE MIXTURE (3.C) 3.0" THICK | SO YD    | \$21.25      | 870                      | \$18,571.50          |                                     |                                           | 259                      | \$5,529.65           |                          |                                            |                          |                      | 37    | \$4,440.00   |
|     | 2411.603 | CONCRETE STEPS                                      | LIN FT   | \$120.00     | 74.50                    | \$8,940.00           |                                     |                                           | 38                       | \$4,500.00           |                          |                                            |                          |                      | 2403  | \$37,126.35  |
|     | 2451.603 | CRUSHED ROCK PIPE FOUNDATION (CV)                   | LIN FT   | \$15.45      | 2403.00                  | \$37,126.35          |                                     |                                           |                          |                      |                          |                                            |                          |                      |       |              |
|     | 2501.515 | 60" RC PIPE APRON                                   | EACH     | \$1,575.00   | 1                        | \$1,575.00           |                                     |                                           |                          |                      |                          |                                            |                          |                      | 1.00  | \$1,575.00   |
|     | 2501.515 | 24" RC PIPE APRON                                   | EACH     | \$605.00     | 1                        | \$605.00             |                                     |                                           |                          |                      |                          |                                            |                          |                      | 1     | \$605.00     |
|     | 2501.515 | 36" RC PIPE APRON                                   | EACH     | \$890.00     | 1                        | \$890.00             |                                     |                                           |                          |                      |                          |                                            |                          |                      | 1     | \$890.00     |
|     | 2501.602 | BULKHEAD CULVERT                                    | EACH     | \$535.00     | 4                        | \$2,140.00           |                                     |                                           |                          |                      |                          |                                            |                          |                      | 4     | \$2,140.00   |
|     | 2501.602 | TRASH GUARD FOR 24" PIPE APRON                      | EACH     | \$310.00     | 1                        | \$310.00             |                                     |                                           |                          |                      |                          |                                            |                          |                      | 1     | \$310.00     |
|     | 2502.541 | 4" PERF PE PIPE DRAIN                               | LIN FT   | \$8.55       | 1120                     | \$9,576.00           |                                     |                                           |                          |                      | 800                      | \$6,840.00                                 |                          |                      | 320   | \$2,736.00   |
|     | 2503.511 | 8" PVC PIPE SEWER (SDR 26)                          | LIN FT   | \$64.15      | 4012                     | \$257,369.80         |                                     |                                           |                          |                      |                          |                                            |                          |                      | 4012  | \$257,369.80 |
|     | 2503.541 | 12" RC PIPE SEWER DES 3006 CL V                     | LIN FT   | \$34.00      | 291                      | \$9,894.00           |                                     |                                           |                          |                      | 253                      | \$8,602.00                                 |                          |                      | 38    | \$1,292.00   |
|     | 2503.541 | 15" RC PIPE SEWER DES 3006 CL V                     | LIN FT   | \$31.75      | 457                      | \$14,509.75          |                                     |                                           |                          |                      | 157                      | \$4,984.75                                 |                          |                      | 300   | \$9,525.00   |
|     | 2503.541 | 18" RC PIPE SEWER DES 3006 CL V                     | LIN FT   | \$34.00      | 341                      | \$11,594.00          |                                     |                                           |                          |                      | 294                      | \$9,996.00                                 |                          |                      | 47    | \$1,598.00   |
|     | 2503.541 | 21" RC PIPE SEWER DES 3006 CL II                    | LIN FT   | \$35.00      | 181                      | \$6,335.00           |                                     |                                           |                          |                      |                          |                                            |                          |                      | 181   | \$6,335.00   |
|     | 2503.541 | 24" RC PIPE SEWER DES 3006 CL II                    | LIN FT   | \$38.00      | 229                      | \$8,740.00           |                                     |                                           |                          |                      | 118                      | \$4,248.00                                 |                          |                      | 111   | \$3,996.00   |
|     | 2503.541 | 27" RC PIPE SEWER DES 3006 CL II                    | LIN FT   | \$38.20      | 271                      | \$10,352.20          |                                     |                                           |                          |                      | 271                      | \$10,352.20                                |                          |                      |       |              |
|     | 2503.541 | 27" RC PIPE SEWER DES 3006 CL III                   | LIN FT   | \$42.00      | 118                      | \$4,956.00           |                                     |                                           |                          |                      |                          |                                            |                          |                      | 118   | \$4,956.00   |
|     | 2503.541 | 30" RC PIPE SEWER DES 3006 CL II                    | LIN FT   | \$46.75      | 350                      | \$16,362.50          |                                     |                                           |                          |                      | 179                      | \$8,368.25                                 |                          |                      | 171   | \$7,994.25   |
|     | 2503.541 | 36" RC PIPE SEWER DES 3006 CL II                    | LIN FT   | \$52.95      | 475                      | \$25,151.25          |                                     |                                           |                          |                      |                          |                                            |                          |                      | 475   | \$25,151.25  |
|     | 2503.541 | 42" RC PIPE SEWER DES 3006 CL II                    | LIN FT   | \$75.50      | 348                      | \$26,274.00          |                                     |                                           |                          |                      |                          |                                            |                          |                      | 348   | \$26,274.00  |
|     | 2503.541 | 42" RC PIPE SEWER DES 3006 CL III                   | LIN FT   | \$84.25      | 98                       | \$8,256.50           |                                     |                                           |                          |                      |                          |                                            |                          |                      | 98    | \$8,256.50   |
|     | 2503.541 | 54" RC PIPE SEWER DES 3006 CL II                    | LIN FT   | \$115.00     | 396                      | \$45,540.00          |                                     |                                           |                          |                      |                          |                                            |                          |                      | 396   | \$45,540.00  |
|     | 2503.541 | 60" RC PIPE SEWER DES 3006 CL II                    | LIN FT   | \$132.50     | 796                      | \$105,470.00         |                                     |                                           |                          |                      |                          |                                            |                          |                      | 796   | \$105,470.00 |
|     | 2503.541 | 60" RC PIPE SEWER DES 3006 CL II IN CASING          | LIN FT   | \$160.00     | 100                      | \$16,000.00          |                                     |                                           |                          |                      |                          |                                            |                          |                      | 100   | \$16,000.00  |
|     | 2503.602 | CONNECT TO EXISTING SANITARY SEWER MANHOLE          | EACH     | \$6,950.00   | 1                        | \$6,950.00           |                                     |                                           |                          |                      |                          |                                            |                          |                      | 1     | \$6,950.00   |
|     | 2503.602 | CONSTRUCT OUTSIDE DROP                              | EACH     | \$2,000.00   | 1                        | \$2,000.00           |                                     |                                           |                          |                      |                          |                                            |                          |                      | 1     | \$2,000.00   |



| TAB | ITEM NO. | ITEM DESCRIPTION                              | UNIT     | UNIT COST   | TOTAL ESTIMATED QUANTITY | TOTAL ESTIMATED COST | SAP 082-617-007 (REGIONAL DRAINAGE) |                      | SAP 206-106-001 (CITY'S STATE AID NUMBER) |                      |                          |                      | CP 2014-137 (NON-PARTICIPATING CITY ITEMS) |                      |                 |              |
|-----|----------|-----------------------------------------------|----------|-------------|--------------------------|----------------------|-------------------------------------|----------------------|-------------------------------------------|----------------------|--------------------------|----------------------|--------------------------------------------|----------------------|-----------------|--------------|
|     |          |                                               |          |             |                          |                      |                                     |                      | ROADWAY                                   |                      | DRAINAGE                 |                      | LANDSCAPING/LIGHTING                       |                      | ROADWAY/UTILITY |              |
|     |          |                                               |          |             |                          |                      | TOTAL ESTIMATED QUANTITY            | TOTAL ESTIMATED COST | TOTAL ESTIMATED QUANTITY                  | TOTAL ESTIMATED COST | TOTAL ESTIMATED QUANTITY | TOTAL ESTIMATED COST | TOTAL ESTIMATED QUANTITY                   | TOTAL ESTIMATED COST |                 |              |
|     | 2503.602 | 8"X4" PVC WYE (SCH 40)                        | EACH     | \$100.00    | 9                        | \$900.00             |                                     |                      |                                           |                      |                          |                      |                                            |                      | 9               | \$900.00     |
|     | 2503.602 | 8"X6" PVC WYE (SCH 40)                        | EACH     | \$150.00    | 27                       | \$4,050.00           |                                     |                      |                                           |                      |                          |                      |                                            |                      | 27              | \$4,050.00   |
|     | 2503.603 | 4" PVC SANITARY SERVICE PIPE (SCH 40)         | LIN FT   | \$19.00     | 380                      | \$7,220.00           |                                     |                      |                                           |                      |                          |                      |                                            |                      | 380             | \$7,220.00   |
|     | 2503.603 | 6" PVC SANITARY SERVICE PIPE (SCH 40)         | LIN FT   | \$21.50     | 1001                     | \$21,521.50          |                                     |                      |                                           |                      |                          |                      |                                            |                      | 1001            | \$21,521.50  |
|     | 2503.603 | TELEVISION                                    | LIN FT   | \$0.65      | 4286                     | \$2,785.90           |                                     |                      |                                           |                      |                          |                      |                                            |                      | 4286            | \$2,785.90   |
|     | 2503.603 | 36" STEEL CASING PIPE (JACKED/AUGURED)        | LIN FT   | \$605.00    | 100                      | \$60,500.00          |                                     |                      |                                           |                      |                          |                      |                                            |                      | 100             | \$60,500.00  |
|     | 2503.603 | 86" STEEL CASING PIPE (JACKED/AUGURED)        | LIN FT   | \$2,456.60  | 100                      | \$245,660.00         |                                     |                      |                                           |                      |                          |                      |                                            |                      | 100             | \$245,660.00 |
|     | 2503.606 | DUCTILE IRON FITTINGS                         | POUND    | \$6.55      | 6428                     | \$42,103.40          |                                     |                      |                                           |                      |                          |                      |                                            |                      | 6428            | \$42,103.40  |
|     | 2504.601 | IRRIGATION SYSTEM                             | LUMP SUM | \$15,500.00 |                          |                      |                                     |                      |                                           |                      |                          |                      |                                            |                      |                 |              |
|     | 2504.601 | TEMPORARY WATER SERVICE                       | LUMP SUM | \$24,650.00 | 1                        | \$24,650.00          |                                     |                      |                                           |                      |                          |                      |                                            |                      | 1               | \$24,650.00  |
|     | 2504.602 | CONNECT TO EXISTING WATER MAIN                | EACH     | \$1,175.00  | 7                        | \$8,225.00           |                                     |                      |                                           |                      |                          |                      |                                            |                      | 7               | \$8,225.00   |
|     | 2504.602 | CONNECT TO EXISTING WATER SERVICE             | EACH     | \$250.00    | 18                       | \$4,500.00           |                                     |                      |                                           |                      |                          |                      |                                            |                      | 18              | \$4,500.00   |
|     | 2504.602 | HYDRANT                                       | EACH     | \$4,065.00  | 8                        | \$32,520.00          |                                     |                      |                                           |                      |                          |                      |                                            |                      | 8               | \$32,520.00  |
|     | 2504.602 | 1" CORPORATION STOP                           | EACH     | \$126.50    | 16                       | \$2,024.00           |                                     |                      |                                           |                      |                          |                      |                                            |                      | 16              | \$2,024.00   |
|     | 2504.602 | 2" CORPORATION STOP                           | EACH     | \$435.00    | 5                        | \$2,175.00           |                                     |                      |                                           |                      |                          |                      |                                            |                      | 5               | \$2,175.00   |
|     | 2504.602 | 1" CURB STOP & BOX                            | EACH     | \$225.00    | 15                       | \$3,375.00           |                                     |                      |                                           |                      |                          |                      |                                            |                      | 15              | \$3,375.00   |
|     | 2504.602 | 2" CURB STOP AND BOX                          | EACH     | \$475.00    | 5                        | \$2,375.00           |                                     |                      |                                           |                      |                          |                      |                                            |                      | 5               | \$2,375.00   |
|     | 2504.602 | 16" BUTTERFLY VALVE & BOX                     | EACH     | \$2,575.00  | 3                        | \$7,725.00           |                                     |                      |                                           |                      |                          |                      |                                            |                      | 3               | \$7,725.00   |
|     | 2504.602 | 6" GATE VALVE & BOX                           | EACH     | \$1,450.00  | 12                       | \$17,400.00          |                                     |                      |                                           |                      |                          |                      |                                            |                      | 12              | \$17,400.00  |
|     | 2504.602 | 8" GATE VALVE & BOX                           | EACH     | \$1,925.00  | 3                        | \$5,775.00           |                                     |                      |                                           |                      |                          |                      |                                            |                      | 3               | \$5,775.00   |
|     | 2504.602 | 12" GATE VALVE & BOX                          | EACH     | \$3,200.00  |                          |                      |                                     |                      |                                           |                      |                          |                      |                                            |                      |                 |              |
|     | 2504.603 | 6" WATER MAIN DUCTILE IRON CL 52              | LIN FT   | \$44.00     | 325                      | \$14,300.00          |                                     |                      |                                           |                      |                          |                      |                                            |                      | 325             | \$14,300.00  |
|     | 2504.603 | 8" WATER MAIN DUCTILE IRON CL 52              | LIN FT   | \$64.85     | 223                      | \$14,461.55          |                                     |                      |                                           |                      |                          |                      |                                            |                      | 223             | \$14,461.55  |
|     | 2504.603 | 12" WATER MAIN DUCTILE IRON CL 52             | LIN FT   | \$150.00    |                          |                      |                                     |                      |                                           |                      |                          |                      |                                            |                      |                 |              |
|     | 2504.603 | 16" WATER MAIN DUCTILE IRON CL 52             | LIN FT   | \$79.25     | 1727                     | \$136,864.75         |                                     |                      |                                           |                      |                          |                      |                                            |                      | 1727            | \$136,864.75 |
|     | 2504.603 | 16" WATER MAIN DUCTILE IRON CL 52 (IN CASING) | LIN FT   | \$102.00    | 100                      | \$10,200.00          |                                     |                      |                                           |                      |                          |                      |                                            |                      | 100             | \$10,200.00  |
|     | 2504.603 | 1" TYPE K COPPER PIPE                         | LIN FT   | \$23.90     | 525                      | \$12,547.50          |                                     |                      |                                           |                      |                          |                      |                                            |                      | 525             | \$12,547.50  |
|     | 2504.603 | 2" TYPE K COPPER PIPE                         | LIN FT   | \$36.25     | 96                       | \$3,480.00           |                                     |                      |                                           |                      |                          |                      |                                            |                      | 96              | \$3,480.00   |
|     | 2504.604 | 4" POLYSTYRENE INSULATION                     | SQ YD    | \$36.00     | 61                       | \$2,196.00           |                                     |                      |                                           |                      |                          |                      |                                            |                      | 61              | \$2,196.00   |
|     | 2506.501 | CONST DRAINAGE STRUCTURE TYPE 402             | LIN FT   | \$340.00    | 9.35                     | \$3,179.00           |                                     |                      |                                           |                      | 9                        | \$3,179.00           |                                            |                      |                 |              |
|     | 2506.501 | CONST DRAINAGE STRUCTURE TYPE 404             | LIN FT   | \$588.00    | 38.73                    | \$34,392.24          |                                     |                      |                                           |                      | 30                       | \$26,400.24          |                                            |                      | 9               | \$7,992.00   |
|     | 2506.501 | CONST DRAINAGE STRUCTURE TYPE 405-120"        | LIN FT   | \$975.00    | 16.23                    | \$15,824.25          |                                     |                      |                                           |                      |                          |                      |                                            |                      | 16              | \$15,824.25  |
|     | 2506.501 | CONST DRAINAGE STRUCTURE TYPE 406-48"         | LIN FT   | \$545.00    | 58.24                    | \$31,740.80          |                                     |                      |                                           |                      | 35                       | \$19,205.80          |                                            |                      | 23              | \$12,535.00  |
|     | 2506.501 | CONST DRAINAGE STRUCTURE TYPE 406-54"         | LIN FT   | \$900.00    | 6.95                     | \$6,255.00           |                                     |                      |                                           |                      | 7                        | \$6,255.00           |                                            |                      |                 |              |
|     | 2506.501 | CONST DRAINAGE STRUCTURE TYPE 406-66"         | LIN FT   | \$228.00    | 22.38                    | \$5,102.64           |                                     |                      |                                           |                      |                          |                      |                                            |                      | 22              | \$5,102.64   |
|     | 2506.501 | CONST DRAINAGE STRUCTURE TYPE 406-78"         | LIN FT   | \$560.00    | 7.57                     | \$4,239.20           |                                     |                      |                                           |                      |                          |                      |                                            |                      | 8               | \$4,239.20   |
|     | 2506.501 | CONST DRAINAGE STRUCTURE TYPE 406-84"         | LIN FT   | \$470.00    | 26.62                    | \$12,511.40          |                                     |                      |                                           |                      |                          |                      |                                            |                      | 27              | \$12,511.40  |
|     | 2506.501 | CONST DRAINAGE STRUCTURE TYPE 408-84"         | LIN FT   | \$320.00    | 13.80                    | \$4,416.00           |                                     |                      |                                           |                      |                          |                      |                                            |                      | 14              | \$4,416.00   |
|     | 2506.501 | CONST DRAINAGE STRUCTURE TYPE 408-96"         | LIN FT   | \$380.00    | 28.69                    | \$10,902.20          |                                     |                      |                                           |                      |                          |                      |                                            |                      | 29              | \$10,902.20  |
|     | 2506.501 | CONST DRAINAGE STRUCTURE TYPE 408-120"        | LIN FT   | \$755.00    | 13.00                    | \$9,815.00           |                                     |                      |                                           |                      |                          |                      |                                            |                      | 13              | \$9,815.00   |
|     | 2506.501 | CONST DRAINAGE STRUCTURE TYPE 409-60"         | LIN FT   | \$390.00    | 6.38                     | \$2,488.20           |                                     |                      |                                           |                      |                          |                      |                                            |                      | 6               | \$2,488.20   |
|     | 2506.501 | CONST DRAINAGE STRUCTURE TYPE 409-72"         | LIN FT   | \$670.00    | 4.11                     | \$2,753.70           |                                     |                      |                                           |                      |                          |                      |                                            |                      | 4               | \$2,753.70   |
|     | 2506.501 | CONST DRAINAGE STRUCTURE DES SD-48            | LIN FT   | \$480.00    | 7.09                     | \$3,403.20           |                                     |                      |                                           |                      |                          |                      |                                            |                      | 7               | \$3,403.20   |
|     | 2506.501 | CONST DRAINAGE STRUCTURE DES SD-60            | LIN FT   | \$505.00    | 24.22                    | \$12,231.10          |                                     |                      |                                           |                      | 19                       | \$9,706.10           |                                            |                      | 5               | \$2,525.00   |
|     | 2506.501 | CONST DRAINAGE STRUCTURE DES SD-72            | LIN FT   | \$485.00    |                          |                      |                                     |                      |                                           |                      |                          |                      |                                            |                      |                 |              |
|     | 2506.501 | CONST DRAINAGE STRUCTURE DES SD-96            | LIN FT   | \$915.00    | 5.44                     | \$4,977.60           |                                     |                      |                                           |                      |                          |                      |                                            |                      | 5               | \$4,977.60   |
|     | 2506.502 | CONST DRAINAGE STRUCTURE DES SPECIAL 1        | EACH     | \$4,350.00  | 1                        | \$4,350.00           |                                     |                      |                                           |                      |                          |                      |                                            |                      | 1               | \$4,350.00   |
|     | 2506.601 | SANITARY SEWER MANHOLE (EXTRA DEPTH)          | LIN FT   | \$135.00    | 128.59                   | \$17,359.65          |                                     |                      |                                           |                      |                          |                      |                                            |                      | 129             | \$17,359.65  |
|     | 2506.603 | SANITARY SEWER MANHOLE (0'-10')               | EACH     | \$2,250.00  | 15                       | \$33,750.00          |                                     |                      |                                           |                      |                          |                      |                                            |                      | 15              | \$33,750.00  |
|     | 2511.501 | RANDOM RIPRAP CLASS III                       | CU YD    | \$105.00    | 27                       | \$2,835.00           |                                     |                      |                                           |                      |                          |                      |                                            |                      | 27              | \$2,835.00   |
|     | 2511.501 | RANDOM RIPRAP CLASS IV                        | CU YD    | \$105.00    | 40                       | \$4,200.00           |                                     |                      |                                           |                      |                          |                      |                                            |                      | 40              | \$4,200.00   |
|     | 2511.615 | GEOTEXTILE FILTER TYPE IV                     | SQ YD    | \$1.75      | 110                      | \$192.50             |                                     |                      |                                           |                      |                          |                      |                                            |                      | 110             | \$192.50     |
|     | 2521.501 | 5" CONCRETE WALK                              | SQ FT    | \$4.70      | 14171                    | \$66,603.70          |                                     |                      | 8800                                      | \$41,360.00          |                          |                      |                                            |                      | 5371            | \$25,243.70  |
|     | 2531.501 | CONCRETE CURB & GUTTER DESIGN B618            | LIN FT   | \$16.00     | 3768                     | \$60,288.00          |                                     |                      | 2689                                      | \$43,024.00          |                          |                      |                                            |                      | 1079            | \$17,264.00  |
|     | 2531.501 | CONCRETE CURB & GUTTER DESIGN D418            | LIN FT   | \$21.50     | 392                      | \$8,428.00           |                                     |                      |                                           |                      |                          |                      |                                            |                      | 392             | \$8,428.00   |
|     | 2531.501 | CONCRETE CURB & GUTTER DESIGN SPECIAL 1       | LIN FT   | \$17.75     | 666                      | \$11,821.50          |                                     |                      |                                           |                      |                          |                      |                                            |                      | 666             | \$11,821.50  |
|     | 2531.507 | 6" CONCRETE DRIVEWAY PAVEMENT                 | SQ YD    | \$50.75     | 527.5                    | \$26,770.63          |                                     |                      | 397                                       | \$20,122.38          |                          |                      |                                            |                      | 131             | \$6,648.25   |
|     | 2531.507 | 6" CONCRETE DRIVEWAY PAVEMENT - HIGH EARLY    | SQ YD    | \$54.75     | 241                      | \$13,194.75          |                                     |                      | 241                                       | \$13,194.75          |                          |                      |                                            |                      |                 |              |
|     | 2531.603 | PEDESTRIAN CURB RAMP                          | EACH     | \$586.50    | 6                        | \$3,519.00           |                                     |                      | 3                                         | \$1,759.50           |                          |                      |                                            |                      | 3               | \$1,759.50   |
|     | 2531.618 | TRUNCATED DOMES                               | SQ FT    | \$58.65     | 170                      | \$9,970.50           |                                     |                      | 71                                        | \$4,164.15           |                          |                      |                                            |                      | 99              | \$5,806.35   |
|     | 2540.602 | SALVAGE AND REINSTALL MAILBOX                 | EACH     | \$160.00    | 13                       | \$2,080.00           |                                     |                      | 12                                        | \$1,920.00           |                          |                      |                                            |                      | 1               | \$160.00     |
|     | 2540.618 | CONCRETE PAVERS - PERMEABLE                   | SQ FT    | \$19.20     |                          |                      |                                     |                      |                                           |                      |                          |                      |                                            |                      |                 |              |
|     | 2557.603 | INSTALL CHAIN LINK FENCE                      | LIN FT   | \$11.35     | 125                      | \$1,418.75           |                                     |                      | 65                                        | \$737.75             |                          |                      |                                            |                      | 60              | \$681.00     |
|     | 2563.601 | TRAFFIC CONTROL                               | LUMP SUM | \$12,000.00 | 1.00                     | \$12,000.00          | 0.09                                | \$1,117.84           | 0.15                                      | \$1,831.83           |                          |                      | 0.00                                       | \$52.33              | 0.75            | \$8,997.99   |
|     | 2563.601 | TRAFFIC CONTROL (RR FLAGGING)                 | LUMP SUM | \$16,500.00 | 1                        | \$16,500.00          |                                     |                      |                                           |                      |                          |                      |                                            |                      | 1               | \$16,500.00  |
|     | 2564.552 | OFF ROAD STRUCTURE MARKER                     | EACH     | \$53.30     | 4                        | \$213.20             |                                     |                      |                                           |                      |                          |                      |                                            |                      | 4               | \$213.20     |
|     | 2564.531 | SIGN PANELS TYPE C                            | SQ FT    | \$48.00     | 113                      | \$5,424.00           |                                     |                      | 78                                        | \$3,744.00           |                          |                      |                                            |                      | 35              | \$1,680.00   |
|     | 2534.531 | SIGN PANELS TYPE SPECIAL                      | SQ FT    | \$62.40     | 18                       | \$1,123.20           |                                     |                      |                                           |                      |                          |                      |                                            |                      | 18              | \$1,123.20   |
|     | 2571.502 | DECIDUOUS TREE 2 5" CAL B&B                   | TREE     | \$455.00    | 17                       | \$7,735.00           |                                     |                      |                                           |                      |                          |                      |                                            | 17                   | \$7,735.00      |              |
|     | 2571.503 | ORNAMENTAL TREE 8 HT CONT                     | TREE     | \$426.50    | 23                       | \$9,809.50           |                                     |                      |                                           |                      |                          |                      |                                            | 23                   | \$9,809.50      |              |
|     | 2571.504 | CONIFEROUS SHRUB 3 HT CONT                    | SHRUB    | \$96.00     |                          |                      |                                     |                      |                                           |                      |                          |                      |                                            |                      |                 |              |

[illegible]

## EXHIBIT B

| TAB | ITEM NO. | ITEM DESCRIPTION                                 | UNIT | UNIT COST   | TOTAL ESTIMATED QUANTITY | TOTAL ESTIMATED COST | SAP 082-617-007 (REGIONAL DRAINAGE) |                      | SAP 206-106-001 (CITY'S STATE AID NUMBER) |                      |                          |                      | CP 2014-137 (NON-PARTICIPATING CITY ITEMS) |                      |                          |                      |
|-----|----------|--------------------------------------------------|------|-------------|--------------------------|----------------------|-------------------------------------|----------------------|-------------------------------------------|----------------------|--------------------------|----------------------|--------------------------------------------|----------------------|--------------------------|----------------------|
|     |          |                                                  |      |             |                          |                      |                                     |                      | ROADWAY                                   |                      | DRAINAGE                 |                      | LANDSCAPING/LIGHTING                       |                      | ROADWAY/UTILITY          |                      |
|     |          |                                                  |      |             |                          |                      | TOTAL ESTIMATED QUANTITY            | TOTAL ESTIMATED COST | TOTAL ESTIMATED QUANTITY                  | TOTAL ESTIMATED COST | TOTAL ESTIMATED QUANTITY | TOTAL ESTIMATED COST | TOTAL ESTIMATED QUANTITY                   | TOTAL ESTIMATED COST | TOTAL ESTIMATED QUANTITY | TOTAL ESTIMATED COST |
|     |          | WORK ORDER #3 - LAVERNE AVE SOIL CORRECTIONS (7) |      | \$57,165.00 | 1.00                     | \$57,165.00          |                                     |                      | 1.00                                      | \$57,165.00          |                          |                      |                                            |                      |                          |                      |
|     |          | WORK ORDER #4 - POND BUILDING REMOVAL (3)        |      | \$19,112.90 | 1.00                     | \$19,112.90          | 0.09                                | \$1,681.94           |                                           |                      |                          |                      |                                            |                      | 0.91                     | \$17,430.96          |
|     |          | WORK ORDER #5 - ALLEY SOIL CORRECTIONS (7)       |      | \$41,578.65 | 1.00                     | \$41,578.65          |                                     |                      |                                           |                      |                          |                      |                                            |                      | 1.00                     | \$41,578.65          |
|     |          | WORK ORDER #6 - REGIONAL BASIN FENCE (3)         |      | \$12,800.00 | 1.00                     | \$12,800.00          | 0.09                                | \$1,126.40           |                                           |                      |                          |                      |                                            |                      | 0.91                     | \$11,673.60          |
|     |          | WORK ORDER #7 - BYPASS PUMPING (3)               |      |             | 1.00                     |                      | 0.50                                |                      |                                           |                      |                          |                      |                                            |                      | 0.50                     |                      |
|     |          | WORK ORDER #8 - FIRE STATION PARKING LOT (7)     |      | \$10,000.00 | 1.00                     | \$10,000.00          |                                     |                      | 1.00                                      | \$10,000.00          |                          |                      |                                            |                      |                          |                      |
|     |          | WORK ORDER #9 - BASIN EXCAVATION (3)             |      | \$36,256.00 | 1.00                     | \$36,256.00          | 0.09                                | \$3,190.53           |                                           |                      |                          |                      |                                            |                      | 0.91                     | \$33,065.47          |
|     |          | WORK ORDER #10 - ALLEY REVISIONS (7)             |      | \$10,007.10 | 1.00                     | \$10,007.10          |                                     |                      |                                           |                      |                          |                      |                                            |                      | 1.00                     | \$10,007.10          |
|     |          | WORK ORDER #11 - UPPER 33RD STABILIZING AGG (3)  |      | \$3,281.85  | 1.00                     | \$3,281.85           | 0.09                                | \$288.80             |                                           |                      |                          |                      |                                            |                      | 0.91                     | \$2,993.05           |
|     |          | STEVE JOHNSON BUILDING CORRECTIONS               |      | \$10,000.00 | 1.00                     | \$10,000.00          |                                     |                      |                                           |                      |                          |                      |                                            |                      | 1.00                     | \$10,000.00          |
|     |          | TOTAL ESTIMATED PROJECT COST                     |      |             |                          | \$6,638,860.24       |                                     | \$1,051,131.88       |                                           | \$759,354.33         |                          | \$119,982.04         |                                            | \$47,434.79          |                          | \$4,660,957.20       |

| ITEM NO. | ITEM DESCRIPTION                              | UNIT     | TOTAL QUANTITY | UNIT COST    | TOTAL COST   | SAP 082-617-013 QUANTITY | SAP 206-108-002 QUANTITY | CP 2014-37 QUANTITY | SAP 082-617-013 COST | SAP 206-108-002 COST | CP 2014-37 COST |
|----------|-----------------------------------------------|----------|----------------|--------------|--------------|--------------------------|--------------------------|---------------------|----------------------|----------------------|-----------------|
| 2021.501 | MOBILIZATION                                  | LUMP SUM | 1              | \$232,500.00 | \$232,500.00 | 0.4285                   | 0.1267                   | 0.4448              | \$99,626.25          | \$29,457.75          | \$103,416.00    |
| 2031.501 | FIELD OFFICE TYPE D                           | LUMP SUM | 1              | \$20,000.00  | \$20,000.00  | 0.4285                   | 0.1267                   | 0.4448              | \$8,570.00           | \$2,534.00           | \$8,896.00      |
|          |                                               |          |                |              |              |                          |                          |                     |                      |                      |                 |
| 2101.501 | CLEARING                                      | ACRE     | 2              | \$3,500.00   | \$6,825.00   | 0.6                      | 0.9                      | 0.45                | \$2,100.00           | \$3,150.00           | \$1,575.00      |
| 2101.502 | CLEARING                                      | TREE     | 85             | \$300.00     | \$25,500.00  | 48                       | 8                        | 29                  | \$14,400.00          | \$2,400.00           | \$8,700.00      |
| 2101.506 | GRUBBING                                      | ACRE     | 2              | \$2,500.00   | \$4,875.00   | 0.6                      | 0.9                      | 0.45                | \$1,500.00           | \$2,250.00           | \$1,125.00      |
| 2101.507 | GRUBBING                                      | TREE     | 85             | \$250.00     | \$21,250.00  | 48                       | 8                        | 29                  | \$12,000.00          | \$2,000.00           | \$7,250.00      |
|          |                                               |          |                |              |              |                          |                          |                     |                      |                      |                 |
| 2103.501 | BUILDING REMOVAL                              | LUMP SUM | 1              | \$5,000.00   | \$5,000.00   |                          |                          | 1                   |                      |                      | \$5,000.00      |
| 2104.501 | REMOVE WATER MAIN                             | LIN FT   | 6401           | \$2.00       | \$12,802.00  |                          |                          | 6401                |                      |                      | \$12,802.00     |
| 2104.501 | REMOVE PIPE CULVERTS                          | LIN FT   | 207            | \$11.00      | \$2,277.00   | 207                      |                          |                     | \$2,277.00           |                      |                 |
| 2104.501 | REMOVE SEWER PIPE (STORM)                     | LIN FT   | 2260           | \$20.00      | \$45,200.00  | 993                      | 1267                     |                     | \$19,860.00          | \$25,340.00          |                 |
| 2104.501 | REMOVE CURB & GUTTER                          | LIN FT   | 4257           | \$3.00       | \$12,771.00  | 218                      | 4039                     |                     | \$654.00             | \$12,117.00          |                 |
| 2104.501 | REMOVE BITUMINOUS CURB                        | LIN FT   | 5993           | \$1.00       | \$5,993.00   | 5993                     |                          |                     | \$5,993.00           |                      |                 |
| 2104.501 | REMOVE WATER SERVICE PIPE                     | LIN FT   | 2722           | \$2.00       | \$5,444.00   |                          |                          | 2722                |                      |                      | \$5,444.00      |
| 2104.501 | REMOVE TRAFFIC BARRIER                        | LIN FT   | 53             | \$30.00      | \$1,590.00   | 53                       |                          |                     | \$1,590.00           |                      |                 |
| 2104.503 | REMOVE SIDEWALK                               | SQ FT    | 10709          | \$0.60       | \$6,425.40   | 10709                    |                          |                     | \$6,425.40           |                      |                 |
| 2104.503 | REMOVE RETAINING WALL                         | SQ FT    | 100            | \$6.00       | \$600.00     | 100                      |                          |                     | \$600.00             |                      |                 |
| 2104.505 | REMOVE CONCRETE DRIVEWAY PAVEMENT             | SQ YD    | 228            | \$6.75       | \$1,539.00   | 152                      | 76                       |                     | \$1,026.00           | \$513.00             |                 |
| 2104.505 | REMOVE BITUMINOUS DRIVEWAY PAVEMENT           | SQ YD    | 1618           | \$5.00       | \$8,090.00   | 651                      | 821                      | 146                 | \$3,255.00           | \$4,105.00           | \$730.00        |
| 2104.505 | REMOVE BITUMINOUS PAVEMENT (REMOVE BIT WEDGE) | SQ YD    | 8515           | \$0.01       | \$85.15      | 5496                     | 2603                     | 416                 | \$54.96              | \$26.03              | \$4.16          |
| 2104.505 | REMOVE BITUMINOUS PAVEMENT                    | SQ YD    | 29666          | \$2.00       | \$59,332.00  | 22482                    | 6360                     | 824                 | \$44,964.00          | \$12,720.00          | \$1,648.00      |
| 2104.509 | REMOVE CONCRETE STEPS                         | EACH     | 6              | \$350.00     | \$2,100.00   | 6                        |                          |                     | \$2,100.00           |                      |                 |
| 2104.509 | REMOVE MANHOLE OR CATCH BASIN                 | EACH     | 28             | \$450.00     | \$12,600.00  | 13                       | 15                       |                     | \$5,850.00           | \$6,750.00           |                 |
| 2104.509 | REMOVE GATE VALVE & BOX                       | EACH     | 30             | \$100.00     | \$3,000.00   |                          |                          | 30                  |                      |                      | \$3,000.00      |
| 2104.509 | REMOVE CURB STOP & BOX                        | EACH     | 76             | \$50.00      | \$3,800.00   |                          |                          | 76                  |                      |                      | \$3,800.00      |
| 2104.509 | REMOVE HYDRANT & VALVE ASSEMBLY               | EACH     | 14             | \$250.00     | \$3,500.00   |                          |                          | 14                  |                      |                      | \$3,500.00      |
| 2104.509 | REMOVE SIGN TYPE C                            | EACH     | 61             | \$30.00      | \$1,830.00   | 46                       | 14                       | 1                   | \$1,380.00           | \$420.00             | \$30.00         |
| 2104.509 | REMOVE SIGN TYPE SPECIAL                      | EACH     | 10             | \$30.00      | \$300.00     | 8                        | 2                        |                     | \$240.00             | \$60.00              |                 |
|          |                                               |          |                |              |              |                          |                          |                     |                      |                      |                 |
| 2104.511 | SAWING CONCRETE PAVEMENT (FULL DEPTH)         | LIN FT   | 895            | \$5.00       | \$4,475.00   | 865                      | 30                       |                     | \$4,325.00           | \$150.00             |                 |
| 2104.513 | SAWING BIT PAVEMENT (FULL DEPTH)              | LIN FT   | 1568           | \$3.00       | \$4,704.00   | 1019                     | 379                      | 170                 | \$3,057.00           | \$1,137.00           | \$510.00        |
|          |                                               |          |                |              |              |                          |                          |                     |                      |                      |                 |
| 2104.521 | SALVAGE WOODEN FENCE                          | LIN FT   | 150            | \$15.00      | \$2,250.00   | 150                      |                          |                     | \$2,250.00           |                      |                 |
| 2104.523 | SALVAGE SIGN PANELS TYPE C                    | EACH     | 4              | \$30.00      | \$120.00     | 4                        |                          |                     | \$120.00             |                      |                 |
| 2104.603 | ABANDON WATER MAIN                            | LIN FT   | 35             | \$110.00     | \$3,850.00   | 35                       |                          |                     | \$3,850.00           |                      |                 |
| 2104.603 | REMOVE SEWER PIPE (STORM) SPECIAL             | LIN FT   | 50             | \$50.00      | \$2,500.00   | 50                       |                          |                     | \$2,500.00           |                      |                 |
|          |                                               |          |                |              |              |                          |                          |                     |                      |                      |                 |
| 2105.604 | GEOTEXTILE FABRIC TYPE V                      | SQ YD    | 2490           | \$3.00       | \$7,470.00   |                          |                          | 2490                |                      |                      | \$7,470.00      |
|          |                                               |          |                |              |              |                          |                          |                     |                      |                      |                 |
| 2106.607 | EXCAVATION - COMMON                           | CU YD    | 15782          | \$10.00      | \$157,820.00 | 12448                    | 2685                     | 649                 | \$124,480.00         | \$26,850.00          | \$6,490.00      |
| 2106.607 | EXCAVATION - SUBGRADE                         | CU YD    | 18855          | \$10.00      | \$188,550.00 | 13182                    | 4641                     | 1032                | \$131,820.00         | \$46,410.00          | \$10,320.00     |
| 2106.607 | EXCAVATION - CHANNEL AND POND                 | CU YD    | 921            | \$10.00      | \$9,210.00   |                          | 819.69                   | 101.31              |                      | \$8,196.90           | \$1,013.10      |
| 2106.607 | COMMON EMBANKMENT (CV)                        | CU YD    | 3480           | \$7.00       | \$24,360.00  | 1748                     | 1545.33                  | 186.67              | \$12,236.00          | \$10,817.31          | \$1,306.69      |
| 2106.607 | SELECT GRANULAR EMBANKMENT MOD 5% (CV)        | CU YD    | 19929          | \$23.00      | \$458,367.00 | 14136                    | 4754                     | 1039                | \$325,128.00         | \$109,342.00         | \$23,897.00     |
| 2112.607 | SUBGRADE CORRECTION                           | CU YD    | 2926           | \$35.00      | \$102,410.00 | 2121                     | 713                      | 92                  | \$74,235.00          | \$24,955.00          | \$3,220.00      |
|          |                                               |          |                |              |              |                          |                          |                     |                      |                      |                 |
| 2118.607 | AGGREGATE SURFACING (CV) CLASS 6              | CU YD    | 654            | \$27.00      | \$17,658.00  | 108                      |                          | 546                 | \$2,916.00           |                      | \$14,742.00     |
|          |                                               |          |                |              |              |                          |                          |                     |                      |                      |                 |
| 2123.501 | COMMON LABORER                                | HOURL    | 130            | \$72.00      | \$9,360.00   | 80                       | 20                       | 30                  | \$5,760.00           | \$1,440.00           | \$2,160.00      |
| 2123.514 | 3 CY FRONT END LOADER                         | HOURL    | 130            | \$165.00     | \$21,450.00  | 80                       | 20                       | 30                  | \$13,200.00          | \$3,300.00           | \$4,950.00      |
| 2123.610 | STREET SWEEPER (WITH PICKUP BROOM)            | HOURL    | 250            | \$140.00     | \$35,000.00  | 180                      | 40                       | 30                  | \$25,200.00          | \$5,600.00           | \$4,200.00      |
| 2123.610 | 3 CY BACKHOE                                  | HOURL    | 130            | \$202.00     | \$26,260.00  | 80                       | 20                       | 30                  | \$16,160.00          | \$4,040.00           | \$6,060.00      |

CSAH 17 (LAKE ELMO AVENUE) PHASE 2 COST SPLIT  
SAP 082-617-013  
SAP 206-108-002  
BID OPENING: May 5, 2016

EXHIBIT C

| ITEM NO. | ITEM DESCRIPTION                                                | UNIT   | TOTAL QUANTITY | UNIT COST  | TOTAL COST   | SAP 082-617-013 QUANTITY | SAP 206-108-002 QUANTITY | CP 2014-37 QUANTITY | SAP 082-617-013 COST | SAP 206-108-002 COST | CP 2014-37 COST |
|----------|-----------------------------------------------------------------|--------|----------------|------------|--------------|--------------------------|--------------------------|---------------------|----------------------|----------------------|-----------------|
| 2123.610 | SKID STEER                                                      | HOURL  | 130            | \$140.00   | \$18,200.00  | 80                       | 20                       | 30                  | \$11,200.00          | \$2,800.00           | \$4,200.00      |
| 2123.610 | TRACTOR MOUNTED BACKHOE                                         | HOURL  | 130            | \$170.00   | \$22,100.00  | 80                       | 20                       | 30                  | \$13,600.00          | \$3,400.00           | \$5,100.00      |
|          |                                                                 |        |                |            |              |                          |                          |                     |                      |                      |                 |
| 2211.503 | AGGREGATE BASE (CV) CLASS 6                                     | CU YD  | 8925           | \$24.00    | \$214,200.00 | 5470                     | 1684                     | 1771                | \$131,280.00         | \$40,416.00          | \$42,504.00     |
|          |                                                                 |        |                |            |              |                          |                          |                     |                      |                      |                 |
| 2360.501 | TYPE SP 9.5 WEARING COURSE MIXTURE (2,B)                        | TON    | 249            | \$0.01     | \$2.49       | 249                      |                          |                     | \$2.49               |                      |                 |
| 2360.501 | TYPE SP 9.5 WEARING COURSE MIXTURE (3,C)                        | TON    | 3661           | \$63.50    | \$232,473.50 | 2888                     | 635                      | 138                 | \$183,388.00         | \$40,322.50          | \$8,763.00      |
| 2360.501 | TYPE SP 12.5 WEARING COURSE MIXTURE (3,C)                       | TON    | 2700           | \$63.50    | \$171,450.00 | 1927                     | 635                      | 138                 | \$122,364.50         | \$40,322.50          | \$8,763.00      |
| 2360.501 | TYPE SP 9.5 WEARING COURSE MIXTURE (3,C) (WEDGE)                | TON    | 674            | \$0.01     | \$6.74       | 398.895                  | 220.011                  | 54.8615             | \$3.99               | \$2.20               | \$0.55          |
| 2360.501 | TYPE SP 9.5 WEARING COURSE MIXTURE (3,C) (TPAR)                 | TON    | 45             | \$63.50    | \$2,857.50   | 45                       |                          |                     | \$2,857.50           |                      |                 |
| 2360.503 | TYPE SP 9.5 WEARING COURSE MIXTURE (3,C) 3.0" THICK (DRIVEWAYS) | SQ YD  | 1642           | \$20.50    | \$33,661.00  | 751                      | 483                      | 408                 | \$15,395.50          | \$9,901.50           | \$8,364.00      |
|          |                                                                 |        |                |            |              |                          |                          |                     |                      |                      |                 |
| 2401.501 | STRUCTURAL CONCRETE (1G32)                                      | CU YD  | 16             | \$260.00   | \$4,160.00   |                          |                          | 16                  |                      |                      | \$4,160.00      |
| 2402.585 | PIPE RAILING                                                    | LIN FT | 95             | \$140.00   | \$13,300.00  | 79                       |                          | 16                  | \$11,060.00          |                      | \$2,240.00      |
| 2411.602 | PRECAST CONCRETE CAP                                            | EACH   | 1              | \$5,750.00 | \$5,750.00   |                          |                          | 1                   |                      |                      | \$5,750.00      |
| 2411.603 | CONCRETE STEPS                                                  | LIN FT | 250            | \$67.00    | \$16,750.00  | 250                      |                          |                     | \$16,750.00          |                      |                 |
| 2411.603 | CONCRETE STEPS DESIGN SPECIAL                                   | LIN FT | 57             | \$159.00   | \$9,063.00   |                          |                          | 57                  |                      |                      | \$9,063.00      |
| 2411.618 | PREFABRICATED MODULAR BLOCK WALL                                | SQ FT  | 1920           | \$60.50    | \$116,160.00 | 960                      |                          | 960                 | \$58,080.00          |                      | \$58,080.00     |
| 2411.618 | ANTI-GRAFFITI COATING                                           | SQ FT  | 1920           | \$3.50     | \$6,720.00   | 960                      |                          | 960                 | \$3,360.00           |                      | \$3,360.00      |
|          |                                                                 |        |                |            |              |                          |                          |                     |                      |                      |                 |
| 2451.603 | CRUSHED ROCK PIPE FOUNDATION                                    | LIN FT | 6501           | \$4.00     | \$26,004.00  |                          |                          | 6501                |                      |                      | \$26,004.00     |
|          |                                                                 |        |                |            |              |                          |                          |                     |                      |                      |                 |
| 2501.515 | 12" RC PIPE APRON                                               | EACH   | 2              | \$550.00   | \$1,100.00   |                          | 1.78                     | 0.22                |                      | \$979.00             | \$121.00        |
| 2501.515 | 18" RC PIPE APRON                                               | EACH   | 1              | \$670.00   | \$670.00     |                          | 0.89                     | 0.11                |                      | \$596.30             | \$73.70         |
| 2501.515 | 21" RC PIPE APRON                                               | EACH   | 1              | \$750.00   | \$750.00     |                          | 0.89                     | 0.11                |                      | \$667.50             | \$82.50         |
| 2501.515 | 30" GS PIPE APRON                                               | EACH   | 1              | \$1,550.00 | \$1,550.00   | 1                        |                          |                     | \$1,550.00           |                      |                 |
| 2501.521 | 57" SPAN CS-PIPE ARCH SEWER                                     | LIN FT | 235            | \$100.00   | \$23,500.00  | 129.25                   |                          | 105.75              | \$12,925.00          |                      | \$10,575.00     |
| 2501.567 | 57" SPAN CS SAFETY APRON AND GRATE DESIGN 3128                  | EACH   | 1              | \$4,800.00 | \$4,800.00   | 0.55                     |                          | 0.45                | \$2,640.00           |                      | \$2,160.00      |
|          |                                                                 |        |                |            |              |                          |                          |                     |                      |                      |                 |
| 2502.541 | 6" PERF PVC PIPE DRAIN                                          | LIN FT | 330            | \$13.00    | \$4,290.00   | 165                      |                          | 165                 | \$2,145.00           |                      | \$2,145.00      |
| 2502.541 | 4" PERF PE PIPE DRAIN                                           | LIN FT | 1600           | \$7.00     | \$11,200.00  | 1600                     |                          |                     | \$11,200.00          |                      |                 |
| 2502.602 | CONNECT TO EXISTING PIPE DRAIN                                  | EACH   | 1              | \$510.00   | \$510.00     | 1                        |                          |                     | \$510.00             |                      |                 |
| 2502.603 | DRAINTILE TYPE SPECIAL                                          | LIN FT | 1257           | \$11.00    | \$13,827.00  |                          | 800                      | 457                 |                      | \$8,800.00           | \$5,027.00      |
|          |                                                                 |        |                |            |              |                          |                          |                     |                      |                      |                 |
| 2503.511 | 6" PVC PIPE SEWER                                               | LIN FT | 25             | \$52.00    | \$1,300.00   |                          |                          | 25                  |                      |                      | \$1,300.00      |
| 2503.511 | 8" PVC PIPE SEWER (SDR 26)                                      | LIN FT | 3584           | \$50.00    | \$179,200.00 |                          |                          | 3584                |                      |                      | \$179,200.00    |
| 2503.511 | 15" PVC PIPE SEWER (SDR 26)                                     | LIN FT | 1760           | \$62.00    | \$109,120.00 |                          |                          | 1760                |                      |                      | \$109,120.00    |
| 2503.511 | 15" PVC PIPE SEWER (C-900) (DR-54)                              | LIN FT | 1379           | \$77.00    | \$106,183.00 |                          |                          | 1379                |                      |                      | \$106,183.00    |
|          |                                                                 |        |                |            |              |                          |                          |                     |                      |                      |                 |
| 2503.521 | 65" SPAN RC PIPE-ARCH SEWER CL IIA                              | LIN FT | 389            | \$158.00   | \$61,462.00  | 213.95                   |                          | 175.05              | \$33,804.10          |                      | \$27,657.90     |
| 2503.521 | 73" SPAN RC PIPE-ARCH SEWER CL IIA                              | LIN FT | 255            | \$174.00   | \$44,370.00  | 140.25                   |                          | 114.75              | \$24,403.50          |                      | \$19,966.50     |
| 2503.541 | 12" RC PIPE SEWER DES 3006 CL IV                                | LIN FT | 1548           | \$40.00    | \$61,920.00  | 545.95                   | 658.6                    | 343.45              | \$21,838.00          | \$26,344.00          | \$13,738.00     |
| 2503.541 | 15" RC PIPE SEWER DES 3006 CL IV                                | LIN FT | 883            | \$41.00    | \$36,203.00  | 99.9                     | 390.71                   | 392.39              | \$4,095.90           | \$16,019.11          | \$16,087.99     |
| 2503.541 | 18" RC PIPE SEWER DES 3006 CL IV                                | LIN FT | 688            | \$39.00    | \$26,832.00  | 155.1                    | 307.94                   | 224.96              | \$6,048.90           | \$12,009.66          | \$8,773.44      |
| 2503.541 | 21" RC PIPE SEWER DES 3006 CL IV                                | LIN FT | 305            | \$42.00    | \$12,810.00  |                          | 32.93                    | 272.07              |                      | \$1,383.06           | \$11,426.94     |
| 2503.541 | 24" RC PIPE SEWER DES 3006 CL IV                                | LIN FT | 78             | \$49.00    | \$3,822.00   | 42.9                     |                          | 35.1                | \$2,102.10           |                      | \$1,719.90      |
| 2503.541 | 27" RC PIPE SEWER DES 3006 CL IV                                | LIN FT | 150            | \$58.00    | \$8,700.00   | 150                      |                          |                     | \$8,700.00           |                      |                 |
| 2503.541 | 54" RC PIPE SEWER DES 3006 CL IV                                | LIN FT | 209            | \$151.00   | \$31,559.00  | 114.95                   |                          | 94.05               | \$17,357.45          |                      | \$14,201.55     |
| 2503.602 | CONNECT TO EXISTING STORM SEWER                                 | EACH   | 1              | \$1,800.00 | \$1,800.00   | 0.55                     |                          | 0.45                | \$990.00             |                      | \$810.00        |
| 2503.602 | 8"X4" PVC WYE                                                   | EACH   | 38             | \$150.00   | \$5,700.00   |                          |                          | 38                  |                      |                      | \$5,700.00      |
| 2503.602 | 8"X6" PVC WYE                                                   | EACH   | 8              | \$200.00   | \$1,600.00   |                          |                          | 8                   |                      |                      | \$1,600.00      |
| 2503.602 | 15"X4" PVC WYE                                                  | EACH   | 37             | \$750.00   | \$27,750.00  |                          |                          | 37                  |                      |                      | \$27,750.00     |
|          |                                                                 |        |                |            |              |                          |                          |                     |                      |                      |                 |

CSAH 17 (LAKE ELMO AVENUE) PHASE 2 COST SPLIT  
SAP 082-617-013  
SAP 206-108-002  
BID OPENING: May 5, 2016

EXHIBIT C

| ITEM NO. | ITEM DESCRIPTION                                    | UNIT     | TOTAL QUANTITY | UNIT COST    | TOTAL COST   | SAP 082-617-013 QUANTITY | SAP 206-108-002 QUANTITY | CP 2014-37 QUANTITY | SAP 082-617-013 COST | SAP 206-108-002 COST | CP 2014-37 COST |
|----------|-----------------------------------------------------|----------|----------------|--------------|--------------|--------------------------|--------------------------|---------------------|----------------------|----------------------|-----------------|
| 2503.603 | 12" PP PIPE SEWER                                   | LIN FT   | 580            | \$32.00      | \$18,560.00  | 580                      |                          |                     | \$18,560.00          |                      |                 |
| 2503.603 | 15" PP PIPE SEWER                                   | LIN FT   | 233            | \$35.00      | \$8,155.00   | 233                      |                          |                     | \$8,155.00           |                      |                 |
| 2503.603 | 18" PP PIPE SEWER                                   | LIN FT   | 375            | \$38.00      | \$14,250.00  | 375                      |                          |                     | \$14,250.00          |                      |                 |
| 2503.603 | 30" PP PIPE SEWER                                   | LIN FT   | 1163           | \$62.00      | \$72,106.00  | 1163                     |                          |                     | \$72,106.00          |                      |                 |
|          |                                                     |          |                |              |              |                          |                          |                     |                      |                      |                 |
| 2503.603 | 4" PVC SANITARY SERVICE PIPE (SCH 40)               | LIN FT   | 3010           | \$32.00      | \$96,320.00  |                          |                          | 3010                |                      |                      | \$96,320.00     |
| 2503.603 | 6" PVC SANITARY SERVICE PIPE (SCH 40)               | LIN FT   | 335            | \$37.00      | \$12,395.00  |                          |                          | 335                 |                      |                      | \$12,395.00     |
| 2503.603 | TELEVISIONING (INSPECT SANITARY SEWER)              | LIN FT   | 6723           | \$1.50       | \$10,084.50  |                          |                          | 6723                |                      |                      | \$10,084.50     |
| 2503.611 | PUMPING                                             | DAY      | 120            | \$60.00      | \$7,200.00   | 66                       |                          | 54                  | \$3,960.00           |                      | \$3,240.00      |
|          |                                                     |          |                |              |              |                          |                          |                     |                      |                      |                 |
| 2504.601 | 16" PRESSURE REDUCING VALVE                         | LUMP SUM | 1              | \$109,000.00 | \$109,000.00 |                          |                          | 1                   |                      |                      | \$109,000.00    |
| 2504.601 | TEMPORARY WATER SERVICE                             | LUMP SUM | 1              | \$21,500.00  | \$21,500.00  |                          |                          | 1                   |                      |                      | \$21,500.00     |
| 2504.602 | CONNECT TO EXISTING WATER MAIN                      | EACH     | 14             | \$2,500.00   | \$35,000.00  |                          |                          | 14                  |                      |                      | \$35,000.00     |
| 2504.602 | CONNECT TO EXISTING WATER SERVICE                   | EACH     | 86             | \$280.00     | \$24,080.00  |                          |                          | 86                  |                      |                      | \$24,080.00     |
| 2504.602 | HYDRANT                                             | EACH     | 17             | \$4,100.00   | \$69,700.00  |                          |                          | 17                  |                      |                      | \$69,700.00     |
| 2504.602 | 1" CORPORATION STOP                                 | EACH     | 64             | \$170.00     | \$10,880.00  |                          |                          | 64                  |                      |                      | \$10,880.00     |
| 2504.602 | 2" CORPORATION STOP                                 | EACH     | 22             | \$520.00     | \$11,440.00  |                          |                          | 22                  |                      |                      | \$11,440.00     |
| 2504.602 | 1" CURB STOP & BOX                                  | EACH     | 64             | \$300.00     | \$19,200.00  |                          |                          | 64                  |                      |                      | \$19,200.00     |
| 2504.602 | 2" CURB STOP & BOX                                  | EACH     | 22             | \$600.00     | \$13,200.00  |                          |                          | 22                  |                      |                      | \$13,200.00     |
| 2504.602 | 6" GATE VALVE & BOX                                 | EACH     | 21             | \$1,400.00   | \$29,400.00  |                          |                          | 21                  |                      |                      | \$29,400.00     |
| 2504.602 | 8" GATE VALVE & BOX                                 | EACH     | 11             | \$1,900.00   | \$20,900.00  |                          |                          | 11                  |                      |                      | \$20,900.00     |
| 2504.602 | 12" GATE VALVE & BOX                                | EACH     | 4              | \$3,300.00   | \$13,200.00  |                          |                          | 4                   |                      |                      | \$13,200.00     |
| 2504.602 | 16" BUTTERFLY VALVE & BOX                           | EACH     | 5              | \$2,900.00   | \$14,500.00  |                          |                          | 5                   |                      |                      | \$14,500.00     |
| 2504.603 | 1" TYPE K COPPER PIPE                               | LIN FT   | 2353           | \$36.00      | \$84,708.00  |                          |                          | 2353                |                      |                      | \$84,708.00     |
| 2504.603 | 2" TYPE K COPPER PIPE                               | LIN FT   | 818            | \$48.00      | \$39,264.00  |                          |                          | 818                 |                      |                      | \$39,264.00     |
| 2504.603 | 6" WATERMAIN DUCTILE IRON CL 52                     | LIN FT   | 649            | \$45.00      | \$29,205.00  |                          |                          | 649                 |                      |                      | \$29,205.00     |
| 2504.603 | 8" WATERMAIN DUCTILE IRON CL 52                     | LIN FT   | 1694           | \$50.00      | \$84,700.00  |                          |                          | 1694                |                      |                      | \$84,700.00     |
| 2504.603 | 12" WATERMAIN DUCTILE IRON CL 52                    | LIN FT   | 1974           | \$65.00      | \$128,310.00 |                          |                          | 1974                |                      |                      | \$128,310.00    |
| 2504.603 | 16" WATERMAIN DUCTILE IRON CL 52                    | LIN FT   | 2330           | \$82.00      | \$191,060.00 |                          |                          | 2330                |                      |                      | \$191,060.00    |
| 2504.603 | 16" WATERMAIN DUCTILE IRON CL 52 (IN CASING)        | LIN FT   | 70             | \$113.00     | \$7,910.00   |                          |                          | 70                  |                      |                      | \$7,910.00      |
| 2504.603 | 36" STEEL CASING PIPE (JACKED)                      | LIN FT   | 70             | \$740.00     | \$51,800.00  |                          |                          | 70                  |                      |                      | \$51,800.00     |
| 2504.61  | WATERMAIN FITTINGS                                  | POUND    | 8695           | \$7.00       | \$60,865.00  |                          |                          | 8695                |                      |                      | \$60,865.00     |
|          |                                                     |          |                |              |              |                          |                          |                     |                      |                      |                 |
| 2506.5   | CONST DRAINAGE STRUCTURE DESIGN H                   | LIN FT   | 39             | \$230.00     | \$8,970.00   | 30.45                    |                          | 8.55                | \$7,003.50           |                      | \$1,966.50      |
| 2506.5   | CONST DRAINAGE STRUCTURE DESIGN G                   | LIN FT   | 8              | \$320.00     | \$2,560.00   | 4.4                      |                          | 3.6                 | \$1,408.00           |                      | \$1,152.00      |
| 2506.5   | CONST DRAINAGE STRUCTURE DESIGN F                   | LIN FT   | 29             | \$215.00     | \$6,235.00   | 25.85                    |                          | 3.15                | \$5,557.75           |                      | \$677.25        |
| 2506.501 | CONST DRAINAGE STRUCTURE DESIGN SD-48               | LIN FT   | 43             | \$300.00     | \$12,900.00  | 3                        | 26.7                     | 13.3                | \$900.00             | \$8,010.00           | \$3,990.00      |
| 2506.5   | CONST DRAINAGE STRUCTURE DESIGN SD-96               | LIN FT   | 12             | \$890.00     | \$10,680.00  | 6.6                      |                          | 5.4                 | \$5,874.00           |                      | \$4,806.00      |
| 2506.501 | CONST DRAINAGE STRUCTURE DESIGN SD-108              | LIN FT   | 5              | \$1,520.00   | \$7,600.00   | 2.75                     |                          | 2.25                | \$4,180.00           |                      | \$3,420.00      |
| 2506.5   | CONST DRAINAGE STRUCTURE DES 48-4020                | LIN FT   | 124            | \$320.00     | \$39,680.00  | 71.65                    |                          | 52.35               | \$22,928.00          |                      | \$16,752.00     |
| 2506.5   | CONST DRAINAGE STRUCTURE DES 54-4020                | LIN FT   | 67             | \$310.00     | \$20,770.00  | 67                       |                          |                     | \$20,770.00          |                      |                 |
| 2506.5   | CONST DRAINAGE STRUCTURE DES 60-4020                | LIN FT   | 5              | \$460.00     | \$2,300.00   | 5                        |                          |                     | \$2,300.00           |                      |                 |
| 2506.5   | CONST DRAINAGE STRUCTURE DES 72-4020                | LIN FT   | 10             | \$470.00     | \$4,700.00   | 10                       |                          |                     | \$4,700.00           |                      |                 |
| 2506.501 | CONST DRAINAGE STRUCTURE DES 96-4020                | LIN FT   | 16             | \$890.00     | \$14,240.00  | 8.8                      |                          | 7.2                 | \$7,832.00           |                      | \$6,408.00      |
| 2506.501 | CONST DRAINAGE STRUCTURE DES 108-4020               | LIN FT   | 7              | \$1,520.00   | \$10,640.00  | 3.85                     |                          | 3.15                | \$5,852.00           |                      | \$4,788.00      |
| 2506.5   | CONST DRAINAGE STRUCTURE DES 120-4020               | LIN FT   | 22             | \$1,620.00   | \$35,640.00  | 12.1                     |                          | 9.9                 | \$19,602.00          |                      | \$16,038.00     |
|          |                                                     |          |                |              |              |                          |                          |                     |                      |                      |                 |
| 2506.5   | CONSTRUCT DRAINAGE STRUCTURE DES 4007 (EXTRA DEPTH) | LIN FT   | 171            | \$175.00     | \$29,925.00  |                          |                          | 171                 |                      |                      | \$29,925.00     |
| 2506.502 | CONST DRAINAGE STRUCTURE DESIGN SPECIAL             | EACH     | 1              | \$6,500.00   | \$6,500.00   | 1                        |                          |                     | \$6,500.00           |                      |                 |
| 2506.502 | CONST DRAINAGE STRUCTURE DESIGN SPECIAL 1           | EACH     | 1              | \$1,200.00   | \$1,200.00   |                          |                          | 1                   |                      |                      | \$1,200.00      |
| 2506.502 | CONSTRUCT DRAINAGE STRUCT DESIGN DROP INLET         | EACH     | 1              | \$1,500.00   | \$1,500.00   |                          | 0.89                     | 0.11                |                      | \$1,335.00           | \$165.00        |
| 2506.502 | CONSTRUCT DRAINAGE STRUCTURE DES 4007 (0'-10')      | EACH     | 27             | \$3,670.00   | \$99,090.00  |                          |                          | 27                  |                      |                      | \$99,090.00     |
| 2506.516 | CASTING ASSEMBLY                                    | EACH     | 116            | \$1,040.00   | \$120,640.00 | 41.3                     | 23.14                    | 51.56               | \$42,952.00          | \$24,065.60          | \$53,622.40     |

CSAH 17 (LAKE ELMO AVENUE) PHASE 2 COST SPLIT  
SAP 082-617-013  
SAP 206-108-002  
BID OPENING: May 5, 2016

EXHIBIT C

| ITEM NO. | ITEM DESCRIPTION                                        | UNIT     | TOTAL QUANTITY | UNIT COST   | TOTAL COST   | SAP 082-617-013 QUANTITY | SAP 206-108-002 QUANTITY | CP 2014-37 QUANTITY | SAP 082-617-013 COST | SAP 206-108-002 COST | CP 2014-37 COST |
|----------|---------------------------------------------------------|----------|----------------|-------------|--------------|--------------------------|--------------------------|---------------------|----------------------|----------------------|-----------------|
| 2506.522 | ADJUST FRAME & RING CASTING                             | EACH     | 5              | \$525.00    | \$2,625.00   | 3                        |                          | 2                   | \$1,575.00           |                      | \$1,050.00      |
| 2506.6   | INFILTRATION SYSTEM                                     | LUMP SUM | 1              | \$5,000.00  | \$5,000.00   |                          | 0.89                     | 0.11                |                      | \$4,450.00           | \$550.00        |
| 2506.6   | CONST DRAINAGE STRUCTURE DESIGN SPECIAL 2 (SAFL BAFFLE) | EACH     | 2              | \$8,500.00  | \$17,000.00  | 2                        |                          |                     | \$17,000.00          |                      |                 |
| 2506.603 | CONSTRUCT 8" OUTSIDE DROP                               | LIN FT   | 17             | \$175.00    | \$2,975.00   |                          |                          | 17                  |                      |                      | \$2,975.00      |
| 2506.6   | CONST DRAINAGE STRUCTURE TYPE 402                       | LIN FT   | 27             | \$370.00    | \$9,990.00   |                          | 15.13                    | 11.87               |                      | \$5,598.10           | \$4,391.90      |
| 2506.6   | CONST DRAINAGE STRUCTURE TYPE 404                       | LIN FT   | 19             | \$250.00    | \$4,750.00   |                          | 13.35                    | 5.65                |                      | \$3,337.50           | \$1,412.50      |
| 2506.6   | CONST DRAINAGE STRUCTURE TYPE 405-48"                   | LIN FT   | 9              | \$290.00    | \$2,610.00   |                          | 8.01                     | 0.99                |                      | \$2,322.90           | \$287.10        |
| 2506.603 | CONST DRAINAGE STRUCTURE TYPE 406-48"                   | LIN FT   | 40             | \$320.00    | \$12,800.00  |                          | 35.6                     | 4.4                 |                      | \$11,392.00          | \$1,408.00      |
| 2506.603 | CONST DRAINAGE STRUCTURE TYPE 406-54"                   | LIN FT   | 12             | \$450.00    | \$5,400.00   |                          | 4.45                     | 7.55                |                      | \$2,002.50           | \$3,397.50      |
| 2506.603 | CONST DRAINAGE STRUCTURE TYPE 406-78"                   | LIN FT   | 6              | \$590.00    | \$3,540.00   |                          |                          | 6                   |                      |                      | \$3,540.00      |
|          |                                                         |          |                |             |              |                          |                          |                     |                      |                      |                 |
| 2511.501 | RANDOM RIPRAP CLASS II                                  | CU YD    | 14             | \$80.00     | \$1,120.00   |                          | 12.46                    | 1.54                |                      | \$996.80             | \$123.20        |
| 2511.501 | RANDOM RIPRAP CLASS IV                                  | CU YD    | 17             | \$80.00     | \$1,360.00   | 17                       |                          |                     | \$1,360.00           |                      |                 |
| 2511.515 | GEOTEXTILE FILTER TYPE II                               | SQ YD    | 63             | \$6.00      | \$378.00     |                          | 56.07                    | 6.93                |                      | \$336.42             | \$41.58         |
| 2511.515 | GEOTEXTILE FILTER TYPE IV                               | SQ YD    | 48             | \$6.00      | \$288.00     | 48                       |                          |                     | \$288.00             |                      |                 |
|          |                                                         |          |                |             |              |                          |                          |                     |                      |                      |                 |
| 2521.501 | 5" CONCRETE WALK                                        | SQ FT    | 26846          | \$4.25      | \$114,095.50 | 10871                    | 9173                     | 6802                | \$46,201.75          | \$38,985.25          | \$28,908.50     |
| 2521.501 | 5" CONCRETE WALK-EXPOSED AGGREGATE                      | SQ FT    | 200            | \$11.75     | \$2,350.00   | 200                      |                          |                     | \$2,350.00           |                      |                 |
| 2521.618 | 5" CONCRETE WALK SPECIAL DESIGN 1                       | SQ FT    | 18563          | \$8.00      | \$148,504.00 | 18563                    |                          |                     | \$148,504.00         |                      |                 |
| 2521.618 | 5" CONCRETE WALK SPECIAL DESIGN 2                       | SQ FT    | 1185           | \$20.26     | \$24,008.10  | 1185                     |                          |                     | \$24,008.10          |                      |                 |
| 2531.501 | CONCRETE CURB & GUTTER DESIGN B418                      | LIN FT   | 34             | \$25.75     | \$875.50     | 34                       |                          |                     | \$875.50             |                      |                 |
| 2531.501 | CONCRETE CURB & GUTTER DESIGN B618                      | LIN FT   | 3979           | \$13.25     | \$52,721.75  | 85                       | 3894                     |                     | \$1,126.25           | \$51,595.50          |                 |
| 2531.501 | CONCRETE CURB & GUTTER DESIGN D418                      | LIN FT   | 971            | \$15.50     | \$15,050.50  |                          |                          | 971                 |                      |                      | \$15,050.50     |
| 2531.501 | CONCRETE CURB & GUTTER DESIGN B424                      | LIN FT   | 254            | \$16.75     | \$4,254.50   | 254                      |                          |                     | \$4,254.50           |                      |                 |
| 2531.501 | CONCRETE CURB & GUTTER DESIGN B624                      | LIN FT   | 7942           | \$15.25     | \$121,115.50 | 7942                     |                          |                     | \$121,115.50         |                      |                 |
| 2531.507 | 6" CONCRETE DRIVEWAY PAVEMENT                           | SQ YD    | 1027           | \$54.25     | \$55,714.75  | 720                      | 307                      |                     | \$39,060.00          | \$16,654.75          |                 |
| 2531.507 | 6" CONCRETE DRIVEWAY PAVEMENT - HIGH EARLY              | SQ YD    | 400            | \$58.50     | \$23,400.00  | 400                      |                          |                     | \$23,400.00          |                      |                 |
| 2531.602 | PEDESTRIAN CURB RAMP                                    | EACH     | 26             | \$450.00    | \$11,700.00  | 19                       | 2                        | 5                   | \$8,550.00           | \$900.00             | \$2,250.00      |
|          |                                                         |          |                |             |              |                          |                          |                     |                      |                      |                 |
| 2531.618 | TRUNCATED DOMES                                         | SQ FT    | 578            | \$38.00     | \$21,964.00  | 432.5                    | 36                       | 109.5               | \$16,435.00          | \$1,368.00           | \$4,161.00      |
|          |                                                         |          |                |             |              |                          |                          |                     |                      |                      |                 |
| 2533.507 | PORTABLE PRECAST CONC BARRIER DES 8337                  | LIN FT   | 1215           | \$17.00     | \$20,655.00  | 1215                     |                          |                     | \$20,655.00          |                      |                 |
|          |                                                         |          |                |             |              |                          |                          |                     |                      |                      |                 |
| 2540.601 | CAST-IN-PLACE CONCRETE PLANTER AND SEATWALL             | LUMP SUM | 1              | \$25,400.00 | \$25,400.00  |                          |                          | 1                   |                      |                      | \$25,400.00     |
| 2540.602 | MAIL BOX SUPPORT                                        | EACH     | 48             | \$150.00    | \$7,200.00   | 27                       | 19                       | 2                   | \$4,050.00           | \$2,850.00           | \$300.00        |
| 2540.618 | CONCRETE PAVERS (PERMEABLE)                             | SQ FT    | 700            | \$2.05      | \$1,435.00   |                          |                          | 700                 |                      |                      | \$1,435.00      |
|          |                                                         |          |                |             |              |                          |                          |                     |                      |                      |                 |
| 2554.509 | GUIDE POST TYPE B                                       | EACH     | 6              | \$75.00     | \$450.00     | 1.55                     | 3.56                     | 0.89                | \$116.25             | \$267.00             | \$66.75         |
| 2554.602 | IMPACT ATTENUATOR BARRELS                               | EACH     | 90             | \$160.00    | \$14,400.00  | 90                       |                          |                     | \$14,400.00          |                      |                 |
|          |                                                         |          |                |             |              |                          |                          |                     |                      |                      |                 |
| 2557.603 | WOODEN FENCE                                            | LIN FT   | 362            | \$35.00     | \$12,670.00  | 362                      |                          |                     | \$12,670.00          |                      |                 |
| 2557.603 | INSTALL WOODEN FENCE                                    | LIN FT   | 150            | \$40.00     | \$6,000.00   | 150                      |                          |                     | \$6,000.00           |                      |                 |
|          |                                                         |          |                |             |              |                          |                          |                     |                      |                      |                 |
| 2563.601 | TRAFFIC CONTROL                                         | LUMP SUM | 1              | \$28,000.00 | \$28,000.00  | 0.4285                   | 0.1267                   | 0.4448              | \$11,998.00          | \$3,547.60           | \$12,454.40     |
| 2561.601 | TEMPORARY PEDESTRIAN ACCESS CONTROL                     | LUMP SUM | 1              | \$5,000.00  | \$5,000.00   | 1                        |                          |                     | \$5,000.00           |                      |                 |
| 2561.610 | TRAFFIC CONTROL (RR FLAGGING)                           | HOURL    | 80             | \$120.00    | \$9,600.00   |                          |                          | 80                  |                      |                      | \$9,600.00      |
| 2563.618 | CONSTRUCTION SIGN-SPECIAL                               | SQ FT    | 120            | \$14.00     | \$1,680.00   | 120                      |                          |                     | \$1,680.00           |                      |                 |
|          |                                                         |          |                |             |              |                          |                          |                     |                      |                      |                 |
| 2564.531 | SIGN PANELS TYPE C                                      | SQ FT    | 391            | \$34.00     | \$13,294.00  | 320                      | 65                       | 6                   | \$10,880.00          | \$2,210.00           | \$204.00        |
| 2564.531 | SIGN PANELS TYPE SPECIAL                                | SQ FT    | 81             | \$30.00     | \$2,430.00   | 45                       | 18                       | 18                  | \$1,350.00           | \$540.00             | \$540.00        |
| 2564.536 | INSTALL SIGN PANEL TYPE C                               | EACH     | 4              | \$150.00    | \$600.00     | 4                        |                          |                     | \$600.00             |                      |                 |
|          |                                                         |          |                |             |              |                          |                          |                     |                      |                      |                 |
| 2565.616 | REVISE SIGNAL SYSTEM                                    | SYSTEM   | 1              | \$18,000.00 | \$18,000.00  | 1                        |                          |                     | \$18,000.00          |                      |                 |

CSAH 17 (LAKE ELMO AVENUE) PHASE 2 COST SPLIT  
SAP 082-617-013  
SAP 206-108-002  
BID OPENING: May 5, 2016

EXHIBIT C

| ITEM NO. | ITEM DESCRIPTION                                     | UNIT     | TOTAL QUANTITY | UNIT COST   | TOTAL COST      | SAP 082-617-013 QUANTITY | SAP 206-108-002 QUANTITY | CP 2014-37 QUANTITY | SAP 082-617-013 COST | SAP 206-108-002 COST | CP 2014-37 COST |
|----------|------------------------------------------------------|----------|----------------|-------------|-----------------|--------------------------|--------------------------|---------------------|----------------------|----------------------|-----------------|
|          |                                                      |          |                |             |                 |                          |                          |                     |                      |                      |                 |
| 2571.502 | DECIDUOUS TREE 2.5" CAL B&B                          | TREE     | 89             | \$440.00    | \$39,160.00     |                          |                          | 89                  |                      |                      | \$39,160.00     |
| 2571.503 | ORNAMENTAL TREE 8' HT CONT                           | TREE     | 15             | \$350.00    | \$5,250.00      |                          |                          | 15                  |                      |                      | \$5,250.00      |
| 2571.504 | CONIFEROUS SHRUB 3' HT CONT                          | SHRUB    | 15             | \$100.00    | \$1,500.00      |                          |                          | 15                  |                      |                      | \$1,500.00      |
| 2571.507 | PERENNIAL NO 3 CONT                                  | PLANT    | 541            | \$32.00     | \$17,312.00     |                          |                          | 541                 |                      |                      | \$17,312.00     |
|          |                                                      |          |                |             |                 |                          |                          |                     |                      |                      |                 |
| 2573.502 | SILT FENCE, TYPE SD                                  | LIN FT   | 150            | \$3.00      | \$450.00        | 150                      |                          |                     | \$450.00             |                      |                 |
| 2573.502 | SILT FENCE, TYPE MS                                  | LIN FT   | 1378           | \$2.25      | \$3,100.50      | 661                      | 717                      |                     | \$1,487.25           | \$1,613.25           |                 |
| 2573.505 | FLOTATION SILT CURTAIN TYPE STILL WATER              | LIN FT   | 200            | \$3.00      | \$600.00        | 200                      |                          |                     | \$600.00             |                      |                 |
| 2573.530 | STORM DRAIN INLET PROTECTION                         | EACH     | 89             | \$130.00    | \$11,570.00     | 51                       | 27                       | 11                  | \$6,630.00           | \$3,510.00           | \$1,430.00      |
| 2573.533 | SEDIMENT CONTROL LOG TYPE COMPOST                    | LIN FT   | 3661           | \$2.50      | \$9,152.50      | 2313                     | 1348                     |                     | \$5,782.50           | \$3,370.00           |                 |
| 2573.535 | STABILIZED CONSTRUCTION EXIT                         | LUMP SUM | 1              | \$3,500.00  | \$3,500.00      | 0.6                      | 0.2                      | 0.2                 | \$2,100.00           | \$700.00             | \$700.00        |
| 2573.560 | CULVERT END CONTROLS                                 | EACH     | 1              | \$200.00    | \$200.00        | 1                        |                          |                     | \$200.00             |                      |                 |
| 2573.601 | STORM WATER MANAGEMENT                               | LUMP SUM | 1              | \$7,500.00  | \$7,500.00      |                          | 0.89                     | 0.11                |                      | \$6,675.00           | \$825.00        |
| 2573.601 | PERMANENT SEDIMENT TRAP - UNDERGROUND STORAGE SYSTEM | LUMP SUM | 1              | \$63,000.00 | \$63,000.00     | 1                        |                          |                     | \$63,000.00          |                      |                 |
|          |                                                      |          |                |             |                 |                          |                          |                     |                      |                      |                 |
| 2574.508 | FERTILIZER TYPE 4                                    | POUND    | 32             | \$6.00      | \$192.00        |                          | 32                       |                     |                      | \$192.00             |                 |
| 2574.525 | FILTER TOPSOIL BORROW                                | CU YD    | 223            | \$32.00     | \$7,136.00      |                          | 198.47                   | 24.53               |                      | \$6,351.04           | \$784.96        |
| 2574.525 | PLANTING SOIL MIX                                    | CU YD    | 300            | \$36.00     | \$10,800.00     |                          |                          | 300                 |                      |                      | \$10,800.00     |
| 2575.501 | SEEDING                                              | ACRE     | 0              | \$3,500.00  | \$735.00        |                          | 0.21                     |                     |                      | \$735.00             |                 |
| 2575.502 | SEED MIXTURE 33-261                                  | POUND    | 4              | \$200.00    | \$800.00        |                          | 4                        |                     |                      | \$800.00             |                 |
| 2575.502 | SEED MIXTURE 35-221                                  | POUND    | 4              | \$200.00    | \$800.00        |                          | 4                        |                     |                      | \$800.00             |                 |
| 2575.505 | SODDING TYPE LAWN                                    | SQ YD    | 17128          | \$5.50      | \$94,204.00     | 7950                     | 7239                     | 1939                | \$43,725.00          | \$39,814.50          | \$10,664.50     |
| 2575.523 | EROSION CONTROL BLANKETS CATEGORY 00                 | SQ YD    | 267            | \$3.00      | \$801.00        |                          | 267                      |                     |                      | \$801.00             |                 |
| 2575.523 | EROSION CONTROL BLANKETS CATEGORY 3N                 | SQ YD    | 782            | \$2.25      | \$1,759.50      |                          | 782                      |                     |                      | \$1,759.50           |                 |
| 2575.562 | HYDRAULIC MATRIX TYPE MULCH                          | POUND    | 7434           | \$0.75      | \$5,575.50      | 3444                     | 3150                     | 840                 | \$2,583.00           | \$2,362.50           | \$630.00        |
|          |                                                      |          |                |             |                 |                          |                          |                     |                      |                      |                 |
| 2582.501 | PAVT MSSG (LEFT ARROW) - POLY PREFORM - GR IN        | EACH     | 2              | \$500.00    | \$1,000.00      | 2                        |                          |                     | \$1,000.00           |                      |                 |
| 2582.501 | PAVT MSSG (RIGHT ARROW) - POLY PREFORM - GR IN       | EACH     | 2              | \$500.00    | \$1,000.00      | 2                        |                          |                     | \$1,000.00           |                      |                 |
| 2582.501 | PAVT MSSG (RR XING) - POLY PREFORM - GR IN           | EACH     | 2              | \$2,000.00  | \$4,000.00      | 2                        |                          |                     | \$4,000.00           |                      |                 |
| 2582.502 | 24" STOP LINE WHITE - POLY PREF (GR-IN)              | LIN FT   | 25             | \$38.00     | \$950.00        | 25                       |                          |                     | \$950.00             |                      |                 |
| 2582.502 | 4" DOUBLE SOLID LINE YELLOW - PAINT                  | LIN FT   | 3610           | \$0.50      | \$1,805.00      | 3610                     |                          |                     | \$1,805.00           |                      |                 |
| 2582.502 | 4" SOLID LINE WHITE - PAINT                          | LIN FT   | 6415           | \$0.30      | \$1,924.50      | 6415                     |                          |                     | \$1,924.50           |                      |                 |
| 2582.502 | 4" DOUBLE SOLID LINE YELLOW - PAINT                  | LIN FT   | 1975           | \$0.50      | \$987.50        |                          | 1975                     |                     |                      | \$987.50             |                 |
| 2582.502 | 4" SOLID LINE WHITE - PAINT                          | LIN FT   | 3765           | \$0.30      | \$1,129.50      |                          | 3765                     |                     |                      | \$1,129.50           |                 |
| 2582.502 | 4" DOUBLE SOLID LINE YELLOW - EPOXY (WR)             | LIN FT   | 3610           | \$1.75      | \$6,317.50      | 3610                     |                          |                     | \$6,317.50           |                      |                 |
| 2582.502 | 4" SOLID LINE WHITE - EPOXY (WR)                     | LIN FT   | 6415           | \$1.00      | \$6,415.00      | 6415                     |                          |                     | \$6,415.00           |                      |                 |
| 2582.502 | 4" DOUBLE SOLID LINE YELLOW - EPOXY                  | LIN FT   | 1975           | \$0.75      | \$1,481.25      |                          | 1975                     |                     |                      | \$1,481.25           |                 |
| 2582.502 | 4" SOLID LINE WHITE - EPOXY                          | LIN FT   | 3765           | \$0.50      | \$1,882.50      |                          | 3765                     |                     |                      | \$1,882.50           |                 |
| 2582.503 | CROSSWALK MARKING - POLY PREFORM - GR IN             | SQ FT    | 1120           | \$13.00     | \$14,560.00     | 1030                     | 90                       |                     | \$13,390.00          | \$1,170.00           |                 |
|          |                                                      |          |                |             | Total           |                          |                          |                     | \$2,703,607.39       | \$808,943.78         | \$2,649,494.96  |
|          |                                                      |          |                |             | +7% Contingency |                          |                          |                     | \$2,892,859.91       | \$865,569.84         | \$2,834,959.61  |





## MAYOR AND COUNCIL COMMUNICATION

DATE: May 3, 2016

**REGULAR**

ITEM #: 12

**AGENDA ITEM:** 2016 Street Improvements – Adopt Resolution 2016-31 Approving 2016 Street and Utility Improvements and Rescinding Resolution 2015-82 – Resolution 2016-31

**SUBMITTED BY:** Kristina Handt, City Administrator

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

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### **BACKGROUND:**

As was discussed at the last meeting, Resolution 2015-82 Ordering the 2016 Street, Drainage and Utility Improvements and the Preparation of Plans and Specifications as amended did not pass with a 4/5<sup>th</sup> vote which is required under statute in order to special assess for a project not initiated by a petition. Since it wasn't approved with a 4/5<sup>th</sup> vote, bond counsel will not allow these projects to be included in the 2016A Bond Series.

### **ISSUE BEFORE COUNCIL:**

Should the Council vote to rescind the previous resolution and adopt a new one with a 4/5<sup>th</sup> vote?

### **PROPOSAL DETAILS/ANALYSIS:**

As mentioned, staff is asking Council to consider rescinding the previous resolution and approving a new one by a 4/5<sup>th</sup> vote. Regardless of whether or not a new resolution passes by a 4/5<sup>th</sup> vote, the projects will happen as the Council has already awarded a contract and work has begun.

In addition to impacting the 2016 bonding, if the resolution is not passed by a 4/5<sup>th</sup> vote, the city will not be able to special assess for these projects. The 6 month period from the hearing date expires on May 4, 2016 so Council will not be able to table this to a future meeting date.

### **FISCAL IMPACT:**

The 2016A Bond Series proposes that \$1,175,000.00 be bonded for to cover the 2016 Improvements for the Kirkwood, Stonegate and Kelvin street projects. Total street project costs are \$1,195,000 but after review by the Finance Committee last month, bond amounts were reduced in anticipation of receiving some special assessment funds early. If this resolution is not passed, alternative funds would need to be identified for \$1,195,000.

If the resolution is amended to remove just the Kelvin Ave portions, \$290,000 for streets and \$105,000 for the trunk line would be removed from the 2016A Bond Series. The trunk line portion could be included in the bond and funded from water revenues, but again the City could not special assess to recover some costs. Alternative funds would need to be identified. The lateral north of Kelvin Ct was petitioned so that could move separately.

Likely alternative funds would be reducing the City's fund balance (general and water funds) by said amounts.

**OPTIONS:**

- 1) Approve Resolution 2016-31 Approving 2016 Street and Utility Improvements and Rescinding Resolution 2015-82
- 2) Amend Resolution 2016-31 to remove the Kelvin Ave street project, then approve
- 3) Take no action (will result in Council needing to amend Resolution 2016-28 to remove 2016 street projects-next agenda item)

**RECOMMENDATION:**

Option 1.

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

**RESOLUTION NO. 2016-31**

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

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

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

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

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

1. Such improvement is deemed necessary, cost-effective, and feasible as detailed in the Feasibility Report dated September 2015.
2. Such improvement is hereby ordered as proposed in the council resolution adopted this 19th day of April, 2016.
3. The city council declares its official intent to reimburse itself for the costs of the improvement from the proceeds of tax exempt bonds.
4. The city engineer is hereby designated as the engineer for making this improvement.
5. The city engineer shall retain the services of a consulting engineering firm to assist, where needed, to prepare Plans and Specifications for the making of such improvement and to assist the city engineer during the construction phase of the improvement as requested.
6. The engineer and his consultants shall oversee the preparation of the Plans and Specifications for the making of such improvement.
7. City Council Resolution No. 2015-82, adopted on November 4, 2015, is hereby rescinded.

**ADOPTED BY THE LAKE ELMO CITY COUNCIL ON THE 3rd DAY OF MAY, 2016.**

**CITY OF LAKE ELMO**

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

(Seal)  
ATTEST:

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

# FINANCE PLAN SUMMARY

FOR

**CITY OF LAKE ELMO, MINNESOTA**

**\$9,860,000**

**GENERAL OBLIGATION BONDS, SERIES 2016A**

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45 South 7<sup>th</sup> Street  
Suite 2000  
Minneapolis, MN 55402  
612-851-5900 800-851-2920

**April 19, 2016**

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**City of Lake Elmo, Minnesota**  
**\$9,860,000**  
**General Obligation Bonds, Series 2016A**

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### **Financing Overview**

The Bonds will be issued pursuant to Minnesota Statutes, Chapter 444, 429, and 475 to finance the following projects:

- Street improvements to the Kirkwood, Stonegate, and Kelvin Ave. Projects
- Water, sewer and storm water utility improvements
- Street improvements to Lake Elmo Avenue/Downtown area

Information on the project costs to be financed was provided by City staff. The net financing requirement for these projects is \$9,860,000 inclusive of all project and financing costs. A detailed illustration of the sources and uses of funds is presented in Appendix A.

The Bonds will be a general obligation of the City. However, the City anticipates paying debt service from a combination of special assessment revenue, water, sewer, storm water utility revenues, and a debt service tax levy. The assumptions on special assessments and utility contributions were provided by the City staff. Northland has not conducted a review or evaluation of these assumptions.

The total principal and interest estimate assumes an average coupon of 1.88% and is shown in Exhibit B.

The debt service fund and cash flow projection for each of the portions (or purposes) is illustrated in Exhibits C1 through C8.

### **Structure and Security**

#### *Improvement Portion (Kirkwood, Stonegate, and Kelvin Ave. Street Projects)*

The Street Improvement Portion assumes \$1,142,080 in project costs and is expected to be paid from special assessment revenues filed in 2016 for first collection in 2017 in the amount of \$533,880 for a term of 10 years at a rate 2.00% over the bond rate.

#### *Water Utility Portion*

The Water Utility Portion assumes \$3,256,328 in project costs and is expected to be paid entirely from water utility revenues.

#### *Storm Water Utility Portion*

The Storm Water Utility Portion assumes \$2,796,107 in project costs and is expected to be paid entirely from storm water utility revenues.

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### *Lake Elmo Avenue/Downtown Area Street Improvement Portion*

The Downtown Improvement Portion assumes \$1,611,432 in project costs and is expected to be paid from special assessment revenues filed in 2016 for first collection in 2017 in the amount of \$470,394 for a term of 10 years at a rate 2.00% over the bond rate.

### *Sewer Utility Portion*

The Sewer Utility Portion assumes \$870,649 in project costs and is expected to be paid from sewer utility revenues. Special assessments will be used to reduce pledged sewer revenues for debt service. Special assessments have been filed in 2016 for first collection in 2017 in the amount of \$592,066 for a term of 20 years at a rate 2.00% over the bond rate. The debt attributable to this portion will be amortized over 15 years.

### **Related Considerations**

- *Bank Qualified* - because total tax-exempt debt issued by the City in calendar year 2016 is expected to be less than \$10 million, the Bonds will be designated as “bank qualified” obligations pursuant to Federal Tax Law. The impact of this designation may result in slightly lower interest rates since banking institutions will be interested in purchasing the Bonds. We have adjusted the estimated interest rates accordingly.
- *Arbitrage Compliance* –
  - Project/Construction Fund – All tax exempt issues are subject to federal rebate requirements which require all arbitrage earned to be rebated to the U.S. Treasury. However, there are exemptions available if the City meets certain criteria. The rebate exemption the City expects to qualify for is the 24 Month Expenditure Exemption.
  - Debt Service Fund – The City must maintain a bona fide debt service fund for the bonds or be subject to yield restriction in the debt service fund. A bona fide debt service fund involves an equal matching of revenues to debt service expense with a balance forward permitted equal to the greater of the investment earnings in the fund during that year or 1/12 of the debt service of that year.

The City should become familiar with the various Arbitrage Compliance requirements for this bond issue. The Resolution explains the requirements in greater detail. We are also available to assist the City in meeting these requirements.

- *Book Entry* - The Bonds will be *global book entry with a bank designated as the paying agent*. As “paperless” certificates, you will avoid the cost of bond printing and annual registrar charges. The Paying Agent will invoice you for the interest semiannually and on an annual basis for the principal coming due.
- *Continuing Disclosure* - Because the City’s outstanding debt exceeds \$10 million, it is subject to the Securities and Exchange Commission’s continuing disclosure requirements. Northland Securities is prepared to assist the City in this capacity

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## Summary of Recommended Terms

- |                          |                                                                                                                                                                                                                      |
|--------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1. Type of Bond Sale     | Public Sale – Competitive Bids                                                                                                                                                                                       |
| 2. Public Sale Date      | Tuesday, May 17, 2016 at 10:30 A.M.                                                                                                                                                                                  |
| 3. Council Consideration | Tuesday, May 17, 2016 at 7:00 P.M.                                                                                                                                                                                   |
| 4. Statutory Authority   | The Bonds are being issued pursuant to Minnesota Statutes, Chapters 475, 429 and 444.                                                                                                                                |
| 5. Repayment Term        | The Bonds will mature annually each January 15, 2018 - 2032. Interest on the Bonds will be payable on January 15, 2017 and semiannually thereafter on each January 15 and July 15.                                   |
| 6. Security              | General Obligation pledge of the City. In addition the City will pledge special assessments from benefitted properties, water, sewer and storm water utility revenues and tax levies to the payment of the Bonds.    |
| 7. Prepayment Option     | The Bonds due on or after January 15, 2025 will be subject to redemption on January 15, 2024 and any date thereafter at price of par.                                                                                |
| 8. Tax Status            | Dorsey & Whitney, LLP, Minneapolis, will provide a tax-exempt legal opinion on the Bonds.                                                                                                                            |
| 9. Credit Enhancement    | The City's general obligation bonds are currently rated "Aa2" by Moody's Investors Service (Moody's). We believe a credit rating on these bonds will be cost beneficial and recommend seeking a rating from Moody's. |



# EXHIBIT A

## Sources and Uses

|                                            | Improvement<br>Portion | Water<br>Portion      | Storm Water<br>Portion |
|--------------------------------------------|------------------------|-----------------------|------------------------|
| <b>Sources Of Funds</b>                    |                        |                       |                        |
| Par Amount of Bonds                        | \$1,175,000.00         | \$3,310,000.00        | \$2,840,000.00         |
| <b>Total Sources</b>                       | <b>\$1,175,000.00</b>  | <b>\$3,310,000.00</b> | <b>\$2,840,000.00</b>  |
| <b>Uses Of Funds</b>                       |                        |                       |                        |
| Total Underwriter's Discount (1.000%)      | 11,750.00              | 33,100.00             | 28,400.00              |
| Costs of Issuance                          | 6,924.86               | 19,507.51             | 16,737.57              |
| Deposit to Capitalized Interest (CIF) Fund | 10,451.78              | -                     | -                      |
| Deposit to Project Construction Fund       | 1,142,080.00           | 3,256,328.00          | 2,796,107.00           |
| Rounding Amount                            | 3,793.36               | 1,064.49              | (1,244.57)             |
| <b>Total Uses</b>                          | <b>\$1,175,000.00</b>  | <b>\$3,310,000.00</b> | <b>\$2,840,000.00</b>  |

|                                            | DT/Street<br>Improvement | Sewer<br>Portion    | Issue<br>Summary      |
|--------------------------------------------|--------------------------|---------------------|-----------------------|
| <b>Sources Of Funds</b>                    |                          |                     |                       |
| Par Amount of Bonds                        | \$1,650,000.00           | \$885,000.00        | \$9,860,000.00        |
| <b>Total Sources</b>                       | <b>\$1,650,000.00</b>    | <b>\$885,000.00</b> | <b>\$9,860,000.00</b> |
| <b>Uses Of Funds</b>                       |                          |                     |                       |
| Total Underwriter's Discount (1.000%)      | 16,500.00                | 8,850.00            | 98,600.00             |
| Costs of Issuance                          | 9,724.30                 | 5,215.76            | 58,110.00             |
| Deposit to Capitalized Interest (CIF) Fund | 14,676.67                | -                   | 25,128.45             |
| Deposit to Project Construction Fund       | 1,611,432.00             | 870,649.00          | 9,676,596.00          |
| Rounding Amount                            | (2,332.97)               | 285.24              | 1,565.55              |
| <b>Total Uses</b>                          | <b>\$1,650,000.00</b>    | <b>\$885,000.00</b> | <b>\$9,860,000.00</b> |

## EXHIBIT B

### Total Debt Service

| Date         | Principal             | Coupon   | Interest              | Total P+I              | Fiscal Total |
|--------------|-----------------------|----------|-----------------------|------------------------|--------------|
| 06/01/2016   | -                     | -        | -                     | -                      | -            |
| 01/15/2017   | -                     | -        | 100,745.56            | 100,745.56             | 100,745.56   |
| 07/15/2017   | -                     | -        | 80,956.25             | 80,956.25              | -            |
| 01/15/2018   | 690,000.00            | 0.850%   | 80,956.25             | 770,956.25             | 851,912.50   |
| 07/15/2018   | -                     | -        | 78,023.75             | 78,023.75              | -            |
| 01/15/2019   | 695,000.00            | 1.000%   | 78,023.75             | 773,023.75             | 851,047.50   |
| 07/15/2019   | -                     | -        | 74,548.75             | 74,548.75              | -            |
| 01/15/2020   | 710,000.00            | 1.150%   | 74,548.75             | 784,548.75             | 859,097.50   |
| 07/15/2020   | -                     | -        | 70,466.25             | 70,466.25              | -            |
| 01/15/2021   | 710,000.00            | 1.250%   | 70,466.25             | 780,466.25             | 850,932.50   |
| 07/15/2021   | -                     | -        | 66,028.75             | 66,028.75              | -            |
| 01/15/2022   | 725,000.00            | 1.350%   | 66,028.75             | 791,028.75             | 857,057.50   |
| 07/15/2022   | -                     | -        | 61,135.00             | 61,135.00              | -            |
| 01/15/2023   | 730,000.00            | 1.450%   | 61,135.00             | 791,135.00             | 852,270.00   |
| 07/15/2023   | -                     | -        | 55,842.50             | 55,842.50              | -            |
| 01/15/2024   | 745,000.00            | 1.600%   | 55,842.50             | 800,842.50             | 856,685.00   |
| 07/15/2024   | -                     | -        | 49,882.50             | 49,882.50              | -            |
| 01/15/2025   | 755,000.00            | 1.700%   | 49,882.50             | 804,882.50             | 854,765.00   |
| 07/15/2025   | -                     | -        | 43,465.00             | 43,465.00              | -            |
| 01/15/2026   | 770,000.00            | 1.850%   | 43,465.00             | 813,465.00             | 856,930.00   |
| 07/15/2026   | -                     | -        | 36,342.50             | 36,342.50              | -            |
| 01/15/2027   | 780,000.00            | 1.950%   | 36,342.50             | 816,342.50             | 852,685.00   |
| 07/15/2027   | -                     | -        | 28,737.50             | 28,737.50              | -            |
| 01/15/2028   | 490,000.00            | 2.050%   | 28,737.50             | 518,737.50             | 547,475.00   |
| 07/15/2028   | -                     | -        | 23,715.00             | 23,715.00              | -            |
| 01/15/2029   | 500,000.00            | 2.150%   | 23,715.00             | 523,715.00             | 547,430.00   |
| 07/15/2029   | -                     | -        | 18,340.00             | 18,340.00              | -            |
| 01/15/2030   | 510,000.00            | 2.250%   | 18,340.00             | 528,340.00             | 546,680.00   |
| 07/15/2030   | -                     | -        | 12,602.50             | 12,602.50              | -            |
| 01/15/2031   | 520,000.00            | 2.350%   | 12,602.50             | 532,602.50             | 545,205.00   |
| 07/15/2031   | -                     | -        | 6,492.50              | 6,492.50               | -            |
| 01/15/2032   | 530,000.00            | 2.450%   | 6,492.50              | 536,492.50             | 542,985.00   |
| <b>Total</b> | <b>\$9,860,000.00</b> | <b>-</b> | <b>\$1,513,903.06</b> | <b>\$11,373,903.06</b> | <b>-</b>     |

#### Date And Term Structure

|                           |            |
|---------------------------|------------|
| Dated                     | 6/01/2016  |
| Delivery Date             | 6/01/2016  |
| First Coupon Date         | 1/15/2017  |
| First available call date | 1/15/2024  |
| Average Coupon            | 1.8823761% |
| Net Interest Cost (NIC)   | 2.0049746% |
| True Interest Cost (TIC)  | 2.0032044% |

**EXHIBIT C1**  
**Improvement Portion (Kirkwood, Stonegate, and Kelvin Street Projects)**  
**Debt Service**

| Date         | Principal             | Coupon   | Interest            | Total P+I             | Fiscal Total |
|--------------|-----------------------|----------|---------------------|-----------------------|--------------|
| 06/01/2016   | -                     | -        | -                   | -                     | -            |
| 01/15/2017   | -                     | -        | 10,451.78           | 10,451.78             | 10,451.78    |
| 07/15/2017   | -                     | -        | 8,398.75            | 8,398.75              | -            |
| 01/15/2018   | 110,000.00            | 0.850%   | 8,398.75            | 118,398.75            | 126,797.50   |
| 07/15/2018   | -                     | -        | 7,931.25            | 7,931.25              | -            |
| 01/15/2019   | 110,000.00            | 1.000%   | 7,931.25            | 117,931.25            | 125,862.50   |
| 07/15/2019   | -                     | -        | 7,381.25            | 7,381.25              | -            |
| 01/15/2020   | 115,000.00            | 1.150%   | 7,381.25            | 122,381.25            | 129,762.50   |
| 07/15/2020   | -                     | -        | 6,720.00            | 6,720.00              | -            |
| 01/15/2021   | 115,000.00            | 1.250%   | 6,720.00            | 121,720.00            | 128,440.00   |
| 07/15/2021   | -                     | -        | 6,001.25            | 6,001.25              | -            |
| 01/15/2022   | 115,000.00            | 1.350%   | 6,001.25            | 121,001.25            | 127,002.50   |
| 07/15/2022   | -                     | -        | 5,225.00            | 5,225.00              | -            |
| 01/15/2023   | 120,000.00            | 1.450%   | 5,225.00            | 125,225.00            | 130,450.00   |
| 07/15/2023   | -                     | -        | 4,355.00            | 4,355.00              | -            |
| 01/15/2024   | 120,000.00            | 1.600%   | 4,355.00            | 124,355.00            | 128,710.00   |
| 07/15/2024   | -                     | -        | 3,395.00            | 3,395.00              | -            |
| 01/15/2025   | 120,000.00            | 1.700%   | 3,395.00            | 123,395.00            | 126,790.00   |
| 07/15/2025   | -                     | -        | 2,375.00            | 2,375.00              | -            |
| 01/15/2026   | 125,000.00            | 1.850%   | 2,375.00            | 127,375.00            | 129,750.00   |
| 07/15/2026   | -                     | -        | 1,218.75            | 1,218.75              | -            |
| 01/15/2027   | 125,000.00            | 1.950%   | 1,218.75            | 126,218.75            | 127,437.50   |
| <b>Total</b> | <b>\$1,175,000.00</b> | <b>-</b> | <b>\$116,454.28</b> | <b>\$1,291,454.28</b> | <b>-</b>     |

**EXHIBIT C2**  
**Improvement Portion (Kirkwood, Stonegate, and Kelvin Street Projects)**  
**Revenue vs Debt Service**

| Date         | Total P+I             | CIF                | 105% Levy             | Special Assessment Revenue* | City Net Levy       | Levy Year | Collection Year |
|--------------|-----------------------|--------------------|-----------------------|-----------------------------|---------------------|-----------|-----------------|
| 01/15/2017   | 10,451.78             | (10,451.78)        | -                     | -                           | -                   |           |                 |
| 01/15/2018   | 126,797.50            | -                  | 133,137.38            | 64,471.84                   | 68,665.54           | 2016      | 2017            |
| 01/15/2019   | 125,862.50            | -                  | 132,155.63            | 64,471.85                   | 67,683.78           | 2017      | 2018            |
| 01/15/2020   | 129,762.50            | -                  | 136,250.63            | 64,471.84                   | 71,778.79           | 2018      | 2019            |
| 01/15/2021   | 128,440.00            | -                  | 134,862.00            | 64,471.85                   | 70,390.15           | 2019      | 2020            |
| 01/15/2022   | 127,002.50            | -                  | 133,352.63            | 64,471.85                   | 68,880.78           | 2020      | 2021            |
| 01/15/2023   | 130,450.00            | -                  | 136,972.50            | 64,471.84                   | 72,500.66           | 2021      | 2022            |
| 01/15/2024   | 128,710.00            | -                  | 135,145.50            | 64,471.85                   | 70,673.65           | 2022      | 2023            |
| 01/15/2025   | 126,790.00            | -                  | 133,129.50            | 64,471.85                   | 68,657.65           | 2023      | 2024            |
| 01/15/2026   | 129,750.00            | -                  | 136,237.50            | 64,471.84                   | 71,765.66           | 2024      | 2025            |
| 01/15/2027   | 127,437.50            | -                  | 133,809.38            | 64,471.84                   | 69,337.54           | 2025      | 2026            |
| <b>Total</b> | <b>\$1,291,454.28</b> | <b>(10,451.78)</b> | <b>\$1,345,052.63</b> | <b>\$644,718.45</b>         | <b>\$700,334.18</b> |           |                 |

\*Special Assessments total \$533,880 spread in even payments over 10 years at 3.50% (2.00% above bond rate).

**EXHIBIT C3**  
**Water Utility Portion**  
**Debt Service**

| Date         | Principal             | Coupon   | Interest            | Total P+I             | Fiscal Total |
|--------------|-----------------------|----------|---------------------|-----------------------|--------------|
| 06/01/2016   | -                     | -        | -                   | -                     | -            |
| 01/15/2017   | -                     | -        | 35,583.33           | 35,583.33             | 35,583.33    |
| 07/15/2017   | -                     | -        | 28,593.75           | 28,593.75             | -            |
| 01/15/2018   | 200,000.00            | 0.850%   | 28,593.75           | 228,593.75            | 257,187.50   |
| 07/15/2018   | -                     | -        | 27,743.75           | 27,743.75             | -            |
| 01/15/2019   | 200,000.00            | 1.000%   | 27,743.75           | 227,743.75            | 255,487.50   |
| 07/15/2019   | -                     | -        | 26,743.75           | 26,743.75             | -            |
| 01/15/2020   | 205,000.00            | 1.150%   | 26,743.75           | 231,743.75            | 258,487.50   |
| 07/15/2020   | -                     | -        | 25,565.00           | 25,565.00             | -            |
| 01/15/2021   | 205,000.00            | 1.250%   | 25,565.00           | 230,565.00            | 256,130.00   |
| 07/15/2021   | -                     | -        | 24,283.75           | 24,283.75             | -            |
| 01/15/2022   | 210,000.00            | 1.350%   | 24,283.75           | 234,283.75            | 258,567.50   |
| 07/15/2022   | -                     | -        | 22,866.25           | 22,866.25             | -            |
| 01/15/2023   | 210,000.00            | 1.450%   | 22,866.25           | 232,866.25            | 255,732.50   |
| 07/15/2023   | -                     | -        | 21,343.75           | 21,343.75             | -            |
| 01/15/2024   | 215,000.00            | 1.600%   | 21,343.75           | 236,343.75            | 257,687.50   |
| 07/15/2024   | -                     | -        | 19,623.75           | 19,623.75             | -            |
| 01/15/2025   | 220,000.00            | 1.700%   | 19,623.75           | 239,623.75            | 259,247.50   |
| 07/15/2025   | -                     | -        | 17,753.75           | 17,753.75             | -            |
| 01/15/2026   | 220,000.00            | 1.850%   | 17,753.75           | 237,753.75            | 255,507.50   |
| 07/15/2026   | -                     | -        | 15,718.75           | 15,718.75             | -            |
| 01/15/2027   | 225,000.00            | 1.950%   | 15,718.75           | 240,718.75            | 256,437.50   |
| 07/15/2027   | -                     | -        | 13,525.00           | 13,525.00             | -            |
| 01/15/2028   | 230,000.00            | 2.050%   | 13,525.00           | 243,525.00            | 257,050.00   |
| 07/15/2028   | -                     | -        | 11,167.50           | 11,167.50             | -            |
| 01/15/2029   | 235,000.00            | 2.150%   | 11,167.50           | 246,167.50            | 257,335.00   |
| 07/15/2029   | -                     | -        | 8,641.25            | 8,641.25              | -            |
| 01/15/2030   | 240,000.00            | 2.250%   | 8,641.25            | 248,641.25            | 257,282.50   |
| 07/15/2030   | -                     | -        | 5,941.25            | 5,941.25              | -            |
| 01/15/2031   | 245,000.00            | 2.350%   | 5,941.25            | 250,941.25            | 256,882.50   |
| 07/15/2031   | -                     | -        | 3,062.50            | 3,062.50              | -            |
| 01/15/2032   | 250,000.00            | 2.450%   | 3,062.50            | 253,062.50            | 256,125.00   |
| <b>Total</b> | <b>\$3,310,000.00</b> | <b>-</b> | <b>\$580,730.83</b> | <b>\$3,890,730.83</b> | <b>-</b>     |

**EXHIBIT C4**  
**Storm Water Utility Portion**  
**Debt Service**

| Date         | Principal             | Coupon   | Interest            | Total P+I             | Fiscal Total |
|--------------|-----------------------|----------|---------------------|-----------------------|--------------|
| 06/01/2016   | -                     | -        | -                   | -                     | -            |
| 01/15/2017   | -                     | -        | 30,534.00           | 30,534.00             | 30,534.00    |
| 07/15/2017   | -                     | -        | 24,536.25           | 24,536.25             | -            |
| 01/15/2018   | 170,000.00            | 0.850%   | 24,536.25           | 194,536.25            | 219,072.50   |
| 07/15/2018   | -                     | -        | 23,813.75           | 23,813.75             | -            |
| 01/15/2019   | 175,000.00            | 1.000%   | 23,813.75           | 198,813.75            | 222,627.50   |
| 07/15/2019   | -                     | -        | 22,938.75           | 22,938.75             | -            |
| 01/15/2020   | 175,000.00            | 1.150%   | 22,938.75           | 197,938.75            | 220,877.50   |
| 07/15/2020   | -                     | -        | 21,932.50           | 21,932.50             | -            |
| 01/15/2021   | 175,000.00            | 1.250%   | 21,932.50           | 196,932.50            | 218,865.00   |
| 07/15/2021   | -                     | -        | 20,838.75           | 20,838.75             | -            |
| 01/15/2022   | 180,000.00            | 1.350%   | 20,838.75           | 200,838.75            | 221,677.50   |
| 07/15/2022   | -                     | -        | 19,623.75           | 19,623.75             | -            |
| 01/15/2023   | 180,000.00            | 1.450%   | 19,623.75           | 199,623.75            | 219,247.50   |
| 07/15/2023   | -                     | -        | 18,318.75           | 18,318.75             | -            |
| 01/15/2024   | 185,000.00            | 1.600%   | 18,318.75           | 203,318.75            | 221,637.50   |
| 07/15/2024   | -                     | -        | 16,838.75           | 16,838.75             | -            |
| 01/15/2025   | 185,000.00            | 1.700%   | 16,838.75           | 201,838.75            | 218,677.50   |
| 07/15/2025   | -                     | -        | 15,266.25           | 15,266.25             | -            |
| 01/15/2026   | 190,000.00            | 1.850%   | 15,266.25           | 205,266.25            | 220,532.50   |
| 07/15/2026   | -                     | -        | 13,508.75           | 13,508.75             | -            |
| 01/15/2027   | 195,000.00            | 1.950%   | 13,508.75           | 208,508.75            | 222,017.50   |
| 07/15/2027   | -                     | -        | 11,607.50           | 11,607.50             | -            |
| 01/15/2028   | 200,000.00            | 2.050%   | 11,607.50           | 211,607.50            | 223,215.00   |
| 07/15/2028   | -                     | -        | 9,557.50            | 9,557.50              | -            |
| 01/15/2029   | 200,000.00            | 2.150%   | 9,557.50            | 209,557.50            | 219,115.00   |
| 07/15/2029   | -                     | -        | 7,407.50            | 7,407.50              | -            |
| 01/15/2030   | 205,000.00            | 2.250%   | 7,407.50            | 212,407.50            | 219,815.00   |
| 07/15/2030   | -                     | -        | 5,101.25            | 5,101.25              | -            |
| 01/15/2031   | 210,000.00            | 2.350%   | 5,101.25            | 215,101.25            | 220,202.50   |
| 07/15/2031   | -                     | -        | 2,633.75            | 2,633.75              | -            |
| 01/15/2032   | 215,000.00            | 2.450%   | 2,633.75            | 217,633.75            | 220,267.50   |
| <b>Total</b> | <b>\$2,840,000.00</b> | <b>-</b> | <b>\$498,381.50</b> | <b>\$3,338,381.50</b> | <b>-</b>     |

**EXHIBIT C5**  
**Lake Elmo Avenue/Downtown Street Improvement Portion**  
**Debt Service**

| Date         | Principal             | Coupon   | Interest            | Total P+I             | Fiscal Total |
|--------------|-----------------------|----------|---------------------|-----------------------|--------------|
| 06/01/2016   | -                     | -        | -                   | -                     | -            |
| 01/15/2017   | -                     | -        | 14,676.67           | 14,676.67             | 14,676.67    |
| 07/15/2017   | -                     | -        | 11,793.75           | 11,793.75             | -            |
| 01/15/2018   | 155,000.00            | 0.850%   | 11,793.75           | 166,793.75            | 178,587.50   |
| 07/15/2018   | -                     | -        | 11,135.00           | 11,135.00             | -            |
| 01/15/2019   | 155,000.00            | 1.000%   | 11,135.00           | 166,135.00            | 177,270.00   |
| 07/15/2019   | -                     | -        | 10,360.00           | 10,360.00             | -            |
| 01/15/2020   | 160,000.00            | 1.150%   | 10,360.00           | 170,360.00            | 180,720.00   |
| 07/15/2020   | -                     | -        | 9,440.00            | 9,440.00              | -            |
| 01/15/2021   | 160,000.00            | 1.250%   | 9,440.00            | 169,440.00            | 178,880.00   |
| 07/15/2021   | -                     | -        | 8,440.00            | 8,440.00              | -            |
| 01/15/2022   | 165,000.00            | 1.350%   | 8,440.00            | 173,440.00            | 181,880.00   |
| 07/15/2022   | -                     | -        | 7,326.25            | 7,326.25              | -            |
| 01/15/2023   | 165,000.00            | 1.450%   | 7,326.25            | 172,326.25            | 179,652.50   |
| 07/15/2023   | -                     | -        | 6,130.00            | 6,130.00              | -            |
| 01/15/2024   | 170,000.00            | 1.600%   | 6,130.00            | 176,130.00            | 182,260.00   |
| 07/15/2024   | -                     | -        | 4,770.00            | 4,770.00              | -            |
| 01/15/2025   | 170,000.00            | 1.700%   | 4,770.00            | 174,770.00            | 179,540.00   |
| 07/15/2025   | -                     | -        | 3,325.00            | 3,325.00              | -            |
| 01/15/2026   | 175,000.00            | 1.850%   | 3,325.00            | 178,325.00            | 181,650.00   |
| 07/15/2026   | -                     | -        | 1,706.25            | 1,706.25              | -            |
| 01/15/2027   | 175,000.00            | 1.950%   | 1,706.25            | 176,706.25            | 178,412.50   |
| <b>Total</b> | <b>\$1,650,000.00</b> | <b>-</b> | <b>\$163,529.17</b> | <b>\$1,813,529.17</b> | <b>-</b>     |

**EXHIBIT C6**  
**Lake Elmo Avenue/ Downtown Street Improvement Portion**  
**Revenue vs Debt Service**

| Date         | Total P+I             | CIF                | 105% Levy             | Special Assessment Revenue* | City Net Levy         | Levy Year | Collection Year |
|--------------|-----------------------|--------------------|-----------------------|-----------------------------|-----------------------|-----------|-----------------|
| 01/15/2017   | 14,676.67             | (14,676.67)        | -                     | -                           | -                     | -         | -               |
| 01/15/2018   | 178,587.50            | -                  | 187,516.88            | 56,805.22                   | 130,711.66            | 2016      | 2017            |
| 01/15/2019   | 177,270.00            | -                  | 186,133.50            | 56,805.21                   | 129,328.29            | 2017      | 2018            |
| 01/15/2020   | 180,720.00            | -                  | 189,756.00            | 56,805.22                   | 132,950.78            | 2018      | 2019            |
| 01/15/2021   | 178,880.00            | -                  | 187,824.00            | 56,805.20                   | 131,018.80            | 2019      | 2020            |
| 01/15/2022   | 181,880.00            | -                  | 190,974.00            | 56,805.22                   | 134,168.78            | 2020      | 2021            |
| 01/15/2023   | 179,652.50            | -                  | 188,635.13            | 56,805.21                   | 131,829.92            | 2021      | 2022            |
| 01/15/2024   | 182,260.00            | -                  | 191,373.00            | 56,805.22                   | 134,567.78            | 2022      | 2023            |
| 01/15/2025   | 179,540.00            | -                  | 188,517.00            | 56,805.21                   | 131,711.79            | 2023      | 2024            |
| 01/15/2026   | 181,650.00            | -                  | 190,732.50            | 56,805.22                   | 133,927.28            | 2024      | 2025            |
| 01/15/2027   | 178,412.50            | -                  | 187,333.13            | 56,805.21                   | 130,527.92            | 2025      | 2026            |
| <b>Total</b> | <b>\$1,813,529.17</b> | <b>(14,676.67)</b> | <b>\$1,888,795.13</b> | <b>\$568,052.14</b>         | <b>\$1,320,742.99</b> |           |                 |

\*Special Assessments total \$470,394 spread in even payments over 10 years at 3.50% (2.00% above bond rate).

**EXHIBIT C7**  
**Sewer Utility Portion**  
**Debt Service**

| Date         | Principal           | Coupon   | Interest            | Total P+I             | Fiscal Total |
|--------------|---------------------|----------|---------------------|-----------------------|--------------|
| 06/01/2016   | -                   | -        | -                   | -                     | -            |
| 01/15/2017   | -                   | -        | 9,499.78            | 9,499.78              | 9,499.78     |
| 07/15/2017   | -                   | -        | 7,633.75            | 7,633.75              | -            |
| 01/15/2018   | 55,000.00           | 0.850%   | 7,633.75            | 62,633.75             | 70,267.50    |
| 07/15/2018   | -                   | -        | 7,400.00            | 7,400.00              | -            |
| 01/15/2019   | 55,000.00           | 1.000%   | 7,400.00            | 62,400.00             | 69,800.00    |
| 07/15/2019   | -                   | -        | 7,125.00            | 7,125.00              | -            |
| 01/15/2020   | 55,000.00           | 1.150%   | 7,125.00            | 62,125.00             | 69,250.00    |
| 07/15/2020   | -                   | -        | 6,808.75            | 6,808.75              | -            |
| 01/15/2021   | 55,000.00           | 1.250%   | 6,808.75            | 61,808.75             | 68,617.50    |
| 07/15/2021   | -                   | -        | 6,465.00            | 6,465.00              | -            |
| 01/15/2022   | 55,000.00           | 1.350%   | 6,465.00            | 61,465.00             | 67,930.00    |
| 07/15/2022   | -                   | -        | 6,093.75            | 6,093.75              | -            |
| 01/15/2023   | 55,000.00           | 1.450%   | 6,093.75            | 61,093.75             | 67,187.50    |
| 07/15/2023   | -                   | -        | 5,695.00            | 5,695.00              | -            |
| 01/15/2024   | 55,000.00           | 1.600%   | 5,695.00            | 60,695.00             | 66,390.00    |
| 07/15/2024   | -                   | -        | 5,255.00            | 5,255.00              | -            |
| 01/15/2025   | 60,000.00           | 1.700%   | 5,255.00            | 65,255.00             | 70,510.00    |
| 07/15/2025   | -                   | -        | 4,745.00            | 4,745.00              | -            |
| 01/15/2026   | 60,000.00           | 1.850%   | 4,745.00            | 64,745.00             | 69,490.00    |
| 07/15/2026   | -                   | -        | 4,190.00            | 4,190.00              | -            |
| 01/15/2027   | 60,000.00           | 1.950%   | 4,190.00            | 64,190.00             | 68,380.00    |
| 07/15/2027   | -                   | -        | 3,605.00            | 3,605.00              | -            |
| 01/15/2028   | 60,000.00           | 2.050%   | 3,605.00            | 63,605.00             | 67,210.00    |
| 07/15/2028   | -                   | -        | 2,990.00            | 2,990.00              | -            |
| 01/15/2029   | 65,000.00           | 2.150%   | 2,990.00            | 67,990.00             | 70,980.00    |
| 07/15/2029   | -                   | -        | 2,291.25            | 2,291.25              | -            |
| 01/15/2030   | 65,000.00           | 2.250%   | 2,291.25            | 67,291.25             | 69,582.50    |
| 07/15/2030   | -                   | -        | 1,560.00            | 1,560.00              | -            |
| 01/15/2031   | 65,000.00           | 2.350%   | 1,560.00            | 66,560.00             | 68,120.00    |
| 07/15/2031   | -                   | -        | 796.25              | 796.25                | -            |
| 01/15/2032   | 65,000.00           | 2.450%   | 796.25              | 65,796.25             | 66,592.50    |
| <b>Total</b> | <b>\$885,000.00</b> | <b>-</b> | <b>\$154,807.28</b> | <b>\$1,039,807.28</b> | <b>-</b>     |

**EXHIBIT C8**  
**Sewer Utility Portion**  
**Revenue vs Debt Service**

| Date         | Total P+I             | Special                | Net Debt            | Levy | Collection |
|--------------|-----------------------|------------------------|---------------------|------|------------|
|              |                       | Assessment<br>Revenue* |                     |      |            |
|              |                       |                        | Service             | Year | Year       |
| 01/15/2017   | 9,499.78              | -                      | 9,974.77            |      |            |
| 01/15/2018   | 70,267.50             | 43,779.36              | 30,001.52           | 2016 | 2017       |
| 01/15/2019   | 69,800.00             | 43,779.36              | 29,510.64           | 2017 | 2018       |
| 01/15/2020   | 69,250.00             | 43,779.36              | 28,933.14           | 2018 | 2019       |
| 01/15/2021   | 68,617.50             | 43,779.35              | 28,269.03           | 2019 | 2020       |
| 01/15/2022   | 67,930.00             | 43,779.36              | 27,547.14           | 2020 | 2021       |
| 01/15/2023   | 67,187.50             | 43,779.36              | 26,767.52           | 2021 | 2022       |
| 01/15/2024   | 66,390.00             | 43,779.35              | 25,930.15           | 2022 | 2023       |
| 01/15/2025   | 70,510.00             | 43,779.35              | 30,256.15           | 2023 | 2024       |
| 01/15/2026   | 69,490.00             | 43,779.36              | 29,185.14           | 2024 | 2025       |
| 01/15/2027   | 68,380.00             | 43,779.35              | 28,019.65           | 2025 | 2026       |
| 01/15/2028   | 67,210.00             | 43,779.36              | 26,791.14           | 2026 | 2027       |
| 01/15/2029   | 70,980.00             | 43,779.35              | 30,749.65           | 2027 | 2028       |
| 01/15/2030   | 69,582.50             | 43,779.35              | 29,282.28           | 2028 | 2029       |
| 01/15/2031   | 68,120.00             | 43,779.35              | 27,746.65           | 2029 | 2030       |
| 01/15/2032   | 66,592.50             | 43,779.36              | 26,142.77           | 2030 | 2031       |
| 01/15/2033   | -                     | 43,779.36              |                     | 2031 | 2032       |
| 01/15/2034   | -                     | 43,779.36              |                     | 2032 | 2033       |
| 01/15/2035   | -                     | 43,779.35              |                     | 2033 | 2034       |
| 01/15/2036   | -                     | 43,779.35              |                     | 2034 | 2035       |
| 01/15/2037   | -                     | 43,779.35              |                     | 2035 | 2036       |
| <b>Total</b> | <b>\$1,039,807.28</b> | <b>\$875,587.10</b>    | <b>\$435,107.31</b> |      |            |

\* Special Assessments total \$592,066 spread in even payments over 20 years at 4.00% (2.00% above bond rate). Special Assessments have been levied to reduce pledged sewer utility revenues for debt service.



CERTIFICATION OF MINUTES RELATING TO

\$9,860,000 GENERAL OBLIGATION BONDS, SERIES 2016A

Issuer: City of Lake Elmo, Minnesota

Governing Body: City Council

Kind, date, time and place of meeting: A regular meeting held on May 3, 2016 at 7:00 p.m. at the Issuer offices.

Members present:

Members absent:

Documents Attached:

Minutes of said meeting (pages):

RESOLUTION NO. 2016-28

RESOLUTION AUTHORIZING ISSUANCE AND SALE OF  
\$9,860,000 GENERAL OBLIGATION BONDS, SERIES 2016A

I, the undersigned, being the duly qualified and acting recording officer of the public corporation issuing the bonds referred to in the title of this certificate, certify that the documents attached hereto, as described above, have been carefully compared with the original records of said corporation in my legal custody, from which they have been transcribed; that said documents are a correct and complete transcript of the minutes of a meeting of the governing body of said corporation, and correct and complete copies of all resolutions and other actions taken and of all documents approved by the governing body at said meeting, so far as they relate to said bonds; and that said meeting was duly held by the governing body at the time and place and was attended throughout by the members indicated above, pursuant to call and notice of such meeting given as required by law.

WITNESS my hand officially as such recording officer on the 3rd day of May, 2016.

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City Administrator

Councilmember \_\_\_\_\_ introduced the following resolution and moved its adoption, which motion was seconded by Councilmember \_\_\_\_\_:

RESOLUTION NO. 2016-28

RESOLUTION AUTHORIZING ISSUANCE AND SALE OF  
\$9,860,000 GENERAL OBLIGATION BONDS, SERIES 2016A

BE IT RESOLVED by the City Council of the City of Lake Elmo, Minnesota (the “City”), as follows:

Section 1. Authorization; Purpose. It is hereby determined to be in the best interests of the City to issue its General Obligation Bonds, Series 2016A, in the approximate principal amount of \$9,860,000 (the “Bonds”), as authorized pursuant to Minnesota Statutes, Chapters 475, 444 and 429, for the purpose of (a) financing improvements in the City, (b) financing various water, sewer and storm water improvement in the City, and (c) funding costs of issuance of the Bonds.

Section 2. Notice of Sale. Northland Securities, Inc., municipal advisor to the City, has presented to this Council a form of Notice of Sale for the Bonds which is attached hereto and hereby approved and which shall be placed on file by the City Administrator. Each and all of the provisions of the Notice of Sale are hereby adopted as the terms and conditions of the Bonds and of the sale thereof. Northland Securities, Inc. is hereby authorized to solicit bids for the Bonds on behalf of the City on a competitive basis.

Section 3. Award and Sale. The City Council shall meet at the times and places shown in the Notice of Sale for the purpose of considering sealed bids for the purchase of the Bonds and of taking such action thereon as may be in the best interest of the City.

Upon vote being taken thereon, the following members voted in favor thereof:

and the following members voted against the same:

whereupon the resolution was declared duly passed and adopted.

## **NOTICE OF SALE**

\$9,860,000\*

GENERAL OBLIGATION BONDS, SERIES 2016A

CITY OF LAKE ELMO, MINNESOTA  
(Book-Entry Only)

NOTICE IS HEREBY GIVEN that these Bonds will be offered for sale according to the following terms:

### **TIME AND PLACE:**

Proposals will be opened by the City Finance Director, or designee, on Tuesday, May 17, 2016, at 10:30 A.M., CT, at the offices of Northland Securities, Inc., 45 South 7th Street, Suite 2000, Minneapolis, Minnesota 55402. Consideration of the Proposals for award of the sale will be by the City Council at its meeting at the City Offices beginning Tuesday, May 17, 2016 at 7:00 P.M., CT.

### **SUBMISSION OF PROPOSALS**

Proposals may be:

- a) submitted to the office of Northland Securities, Inc.,
- b) faxed to Northland Securities, Inc. at 612-851-5918,
- c) for proposals submitted prior to the sale, the final price and coupon rates may be submitted to Northland Securities, Inc. by telephone at 612-851-5900 or 612-851-4920, or
- d) submitted electronically.

Notice is hereby given that electronic proposals will be received via PARITY™, or its successor, in the manner described below, until 10:30 A.M., CT, on Tuesday, May 17, 2016. Proposals may be submitted electronically via PARITY™ or its successor, pursuant to this Notice until 10:30 A.M., CT, but no Proposal will be received after the time for receiving Proposals specified above. To the extent any instructions or directions set forth in PARITY™, or its successor, conflict with this Notice, the terms of this Notice shall control. For further information about PARITY™, or its successor, potential bidders may contact Northland Securities, Inc. or i-Deal® at 1359 Broadway, 2<sup>nd</sup> floor, New York, NY 10018, telephone 212-849-5021.

Neither the City nor Northland Securities, Inc. assumes any liability if there is a malfunction of PARITY™ or its successor. All bidders are advised that each Proposal shall be deemed to constitute a contract between the bidder and the City to purchase the Bonds regardless of the manner in which the Proposal is submitted.

### **BOOK-ENTRY SYSTEM**

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\* The City reserves the right to increase or decrease the principal amount of the Bonds. Any such increase or decrease will be made in multiples of \$5,000 and may be made in any maturity. If any maturity is adjusted, the purchase price will also be adjusted to maintain the same gross spread.

The Bonds will be issued by means of a book-entry system with no physical distribution of bond certificates made to the public. The Bonds will be issued in fully registered form and one bond certificate, representing the aggregate principal amount of the Bonds maturing in each year, will be registered in the name of Cede & Co. as nominee of Depository Trust Company (“DTC”), New York, New York, which will act as securities depository of the Bonds.

Individual purchases of the Bonds may be made in the principal amount of \$5,000 or any multiple thereof of a single maturity through book entries made on the books and records of DTC and its participants. Principal and interest are payable by the City through Northland Trust Services, Inc., Minneapolis, Minnesota (the “Paying Agent/Registrar”), to DTC, or its nominee as registered owner of the Bonds. Transfer of principal and interest payments to participants of DTC will be the responsibility of DTC; transfer of principal and interest payments to beneficial owners by participants will be the responsibility of such participants and other nominees of beneficial owners. The successful bidder, as a condition of delivery of the Bonds, will be required to deposit the bond certificates with DTC. The City will pay reasonable and customary charges for the services of the Paying Agent/Registrar.

#### **DATE OF ORIGINAL ISSUE OF BONDS**

June 1, 2016

#### **AUTHORITY/PURPOSE/SECURITY**

The Bonds are being issued pursuant to Minnesota Statutes, Chapters 429, 444 and 475, as amended. Proceeds from issuance of the Bonds will be used to finance street, water, sewer and storm water improvement projects and to pay costs associated with issuance of the Bonds. The Bonds are payable from special assessments on benefitted properties, water, sewer and storm water revenues, and general ad valorem taxes on all taxable property within the City. The full faith and credit of the City is pledged to their payment and the City has validly obligated itself to levy ad valorem taxes in the event of any deficiency in the debt service account established for this issue.

#### **INTEREST PAYMENTS**

Interest is due semiannually on each January 15 and July 15, commencing January 15, 2017, to registered owners of the Bonds appearing of record in the Bond Register as of the close of business on the first day (whether or not a business day) of the calendar month of such interest payment date.

#### **MATURITIES**

Principal is due annually on January 15, inclusive, in each of the years and amounts as follows:

| <u>Year</u> | <u>Amount</u> | <u>Year</u> | <u>Amount</u> | <u>Year</u> | <u>Amount</u> |
|-------------|---------------|-------------|---------------|-------------|---------------|
| 2018        | \$690,000     | 2023        | \$730,000     | 2028        | \$490,000     |
| 2019        | 695,000       | 2024        | 745,000       | 2029        | 500,000       |
| 2020        | 710,000       | 2025        | 755,000       | 2030        | 510,000       |
| 2021        | 710,000       | 2026        | 770,000       | 2031        | 520,000       |
| 2022        | 725,000       | 2027        | 780,000       | 2032        | 530,000       |

Proposals for the Bonds may contain a maturity schedule providing for any combination of serial bonds

and term bonds, subject to mandatory redemption, so long as the amount of principal maturing or subject to mandatory redemption in each year conforms to the maturity schedule set forth above.

### **INTEREST RATES**

All rates must be in integral multiples of 1/20th or 1/8th of 1%. *Rates must be in level or ascending order.* All Bonds of the same maturity must bear a single uniform rate from date of issue to maturity.

### **ADJUSTMENTS TO PRINCIPAL AMOUNT AFTER PROPOSALS**

The City reserves the right to increase or decrease the principal amount of the Bonds. Any such increase or decrease will be made in multiples of \$5,000 and may be made in any maturity. If any maturity is adjusted, the purchase price will also be adjusted to maintain the same gross spread. Such adjustments shall be made promptly after the sale and prior to the award of Proposals by the City and shall be at the sole discretion of the City. The successful bidder may not withdraw or modify its Proposal once submitted to the City for any reason, including post-sale adjustment. Any adjustment shall be conclusive and shall be binding upon the successful bidder.

### **OPTIONAL REDEMPTION**

Bonds maturing on January 15, 2025 through 2032 are subject to redemption and prepayment at the option of the City on January 15, 2024, and any date thereafter, at a price of par plus accrued interest. Redemption may be in whole or in part of the Bonds subject to prepayment. If redemption is in part, the maturities and principal amounts within each maturity to be redeemed shall be determined by the City and if only part of the Bonds having a common maturity date are called for prepayment, the specific Bonds to be prepaid shall be chosen by lot by the Bond Registrar.

### **CUSIP NUMBERS**

If the Bonds qualify for assignment of CUSIP numbers such numbers will be printed on the Bonds, but neither the failure to print such numbers on any Bond nor any error with respect thereto shall constitute cause for a failure or refusal by the successful bidder thereof to accept delivery of and pay for the Bonds in accordance with terms of the purchase contract. The CUSIP Service Bureau charge for the assignment of CUSIP identification numbers shall be paid by the successful bidder.

### **DELIVERY**

Delivery of the Bonds will be within forty days after award, subject to an approving legal opinion by Dorsey & Whitney, LLP. The legal opinion will be paid by the City and delivery will be anywhere in the continental United States without cost to the successful bidder at DTC.

## **TYPE OF PROPOSAL**

Proposals of not less than \$9,761,400 (99.00%) and accrued interest on the principal sum of \$9,860,000 must be filed with the undersigned prior to the time of sale. Proposals must be unconditional except as to legality. Proposals for the Bonds should be delivered to Northland Securities, Inc. and addressed to:

Cathy Bendel, City Finance Director  
3800 Laverne Ave N.  
Lake Elmo, Minnesota 55042

A good faith deposit (the "Deposit") in the amount of \$197,200 in the form of a federal wire transfer (payable to the order of the City) is only required from the apparent winning bidder, and must be received within two hours after the time stated for the receipt of Proposals. The apparent winning bidder will receive notification of the wire instructions from the Municipal Advisor promptly after the sale. If the Deposit is not received from the apparent winning bidder in the time allotted, the City may choose to reject their Proposal and then proceed to offer the Bonds to the next lowest bidder based on the terms of their original proposal, so long as said bidder wires funds for the Deposit amount within two hours of said offer.

The City will retain the Deposit of the successful bidder, the amount of which will be deducted at settlement and no interest will accrue to the successful bidder. In the event the successful bidder fails to comply with the accepted Proposal, said amount will be retained by the City. No Proposal can be withdrawn after the time set for receiving Proposals unless the meeting of the City scheduled for award of the Bonds is adjourned, recessed, or continued to another date without award of the Bonds having been made.

## **AWARD**

The Bonds will be awarded on the basis of the lowest interest rate to be determined on a true interest cost (TIC) basis. The City's computation of the interest rate of each Proposal, in accordance with customary practice, will be controlling. In the event of a tie, the sale of the Bonds will be awarded by lot. The City will reserve the right to: (i) waive non-substantive informalities of any Proposal or of matters relating to the receipt of Proposals and award of the Bonds, (ii) reject all Proposals without cause, and (iii) reject any Proposal which the City determines to have failed to comply with the terms herein.

## **INFORMATION FROM SUCCESSFUL BIDDER**

The successful bidder will be required to provide, in a timely manner, certain information relating to the initial offering price of the Bonds necessary to compute the yield on the Bonds pursuant to the provisions of the Internal Revenue Code of 1986, as amended.

## **OFFICIAL STATEMENT**

By awarding the Bonds to any underwriter or underwriting syndicate submitting a Proposal therefor, the City agrees that, no more than seven business days after the date of such award, it shall provide to the senior managing underwriter of the syndicate to which the Bonds are awarded, the Final Official Statement in an electronic format as prescribed by the Municipal Securities Rulemaking Board (MSRB).

## **FULL CONTINUING DISCLOSURE UNDERTAKING**

The City will covenant in the resolution awarding the sale of the Bonds and in a Continuing Disclosure Undertaking to provide, or cause to be provided, annual financial information, including audited financial statements of the City, and notices of certain material events, as required by SEC Rule 15c2-12.

## **BANK QUALIFICATION**

The City will designate the Bonds as qualified tax-exempt obligations for purposes of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended.

## **BOND INSURANCE AT UNDERWRITER'S OPTION**

If the Bonds qualify for issuance of any policy of municipal bond insurance or commitment therefor at the option of the successful bidder, the purchase of any such insurance policy or the issuance of any such commitment shall be at the sole option and expense of the successful bidder of the Bonds. Any increase in the costs of issuance of the Bonds resulting from such purchase of insurance shall be paid by the successful bidder, except that, if the City has requested and received a rating on the Bonds from a rating agency, the City will pay that rating fee. Any other rating agency fees shall be the responsibility of the successful bidder. Failure of the municipal bond insurer to issue the policy after the Bonds have been awarded to the successful bidder shall not constitute cause for failure or refusal by the successful bidder to accept delivery on the Bonds.

The City reserves the right to reject any and all Proposals, to waive informalities and to adjourn the sale.

Dated: May 3, 2016

BY ORDER OF THE CITY COUNCIL

/s/ Cathy Bendel  
City Finance Director

Additional information may be obtained from:

Northland Securities, Inc.

45 South 7<sup>th</sup> Street, Suite 2000

Minneapolis, Minnesota 55402

Telephone No.: 612-851-5900



**MUNICIPAL ADVISORY SERVICE AGREEMENT  
BY AND BETWEEN  
THE CITY OF LAKE ELMO, MINNESOTA  
AND  
NORTHLAND SECURITIES, INC.**

This Agreement made and entered into by and between the City of Lake Elmo, Minnesota (hereinafter "City") and Northland Securities, Inc., of Minneapolis, Minnesota (hereinafter "NSI").

**WITNESSETH**

WHEREAS, the City desires to have NSI provide it with advice on the structure, terms, timing and other matters related to the issuance of the General Obligation Bonds, Series 2016A (the "Debt") serving in the role of municipal (financial) advisor, and

WHEREAS, NSI is a registered municipal advisor (registration # 866-00082-00), and

WHEREAS, the City and NSI are entering into this Agreement to define the municipal advisory relationship at the earliest opportunity related to the Debt, and

WHEREAS, NSI desires to furnish services to the City as hereinafter described,

NOW, THEREFORE, it is agreed by and between the parties as follows:

**SERVICES TO BE PROVIDED BY NSI**

NSI shall provide the City with services necessary to analyze, structure, offer for sale and close the Debt as follows:

**Planning and Development**

1. Meet with City officials and others as directed to define the scope and the objectives for the Debt.
2. Investigate and consider reasonably feasible financing alternatives.
3. Prepare materials needed to evaluate the material risks, potential benefits, structure and other characteristics of the recommended plan for the Debt, including issue structure, estimated debt service payments, projected revenues, method of issuance, bond rating, sale timing, and call provisions.
4. Prepare a schedule of events related to the issuance process.
5. Coordinate with bond counsel any actions needed to authorize the issuance of the Debt.
6. Attend meetings of the City Council and other project and bond issue related meetings as needed and as requested.

**Bond Sale**

1. Collect data and prepare preliminary official statement (POS).
2. Provide POS for review and approval by City.
3. Distribute the POS and bid form to prospective bidders.

4. Cause to be published the Official Notice of Sale if required by law.
5. Prepare and submit application for bond rating(s) and assist City with furnishing the rating agency(s) with any additional information required to conduct the rating review. Assist City with preparing and conducting rating call or other presentation.
6. Distribute offering materials to underwriters most likely to serve as syndicate managers to assure that bidding interest is established.
7. Assist the City in receiving the bids, compute the accuracy of the bids received, and recommend to the City the most favorable bid for award.
8. Coordinate with bond counsel the preparation of required contracts and resolutions.

#### **Post Sale Support**

1. Prepare final official statement and provide to underwriter for posting on EMMA.
2. Coordinate the bond issue closing including making all arrangements for bond printing, registration, and delivery.
3. Furnish to the City a complete transcript of the transaction, if not provided by bond counsel.
4. Assist, as requested by the City, with the investment of bond issue proceeds.

### **COMPENSATION**

For providing these services with respect to the Debt, NSI shall be paid a lump sum of \$27,500. The fee due to NSI shall be payable by the City upon the closing of the Bonds.

NSI agrees to pay the following expenses from its fee:

- Out-of-pocket expenses such as travel, long distance phone, and copy costs.
- Production and distribution of material to rating agencies and/or bond insurance companies.
- Preparation of the bond transcript.

The City agrees to pay for all other expenses related to the processing of the bond issue(s) including, but not limited to, the following:

- Engineering and/or architectural fees.
- Publication of legal notices.
- Bond counsel and local attorney fees.
- Fees for various debt certificates.
- The cost of printing Official Statements, if any.
- City staff expenses.
- Airfare and lodging expenses of one NSI official and City officials when and if traveling for rating agency presentations.
- Rating agency fees, if any.
- Bond insurance fees, if any.
- Accounting and other related fees.

It is expressly understood that there is no obligation on the part of the City under the terms of this Agreement to issue the Debt. If the Debt is not issued, NSI agrees to pay its own expenses and receive no fee for any services it has rendered.

**SUCCESSORS OR ASSIGNS**


The terms and provisions of this Agreement are binding upon and inure to the benefit of the City and NSI and their successors or assigns.

**TERM OF THIS AGREEMENT**

This Agreement may be terminated by thirty (30) days written notice by either the City or NSI and it shall terminate sixty (60) days following the closing date related to the issuance of the Debt.

Dated this 19<sup>th</sup> day of April, 2016.

**Northland Securities, Inc.**

By:   
John R. Fifield, Jr. - Senior Vice President

**City of Lake Elmo, Minnesota**

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



## MAYOR AND COUNCIL COMMUNICATION

DATE: 5/3/2016

**REGULAR**

ITEM #: 14 Public Hearing

**MOTION**

**AGENDA ITEM:** Interim Use Permit for a Commercial Wedding Ceremony Venue

**SUBMITTED BY:** Stephen Wensman, Planning Director

**REVIEWED BY:** Emily Becker, City Planner

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### SUGGESTED ORDER OF BUSINESS:

- Introduction ..... Planning Staff
- Report by Staff ..... Planning Staff
- Questions from the Council ..... Mayor & City Council
- Open the Public Hearing ..... Mayor
- Close the Public Hearing ..... Mayor
- Discussion by the Commission ..... Mayor & City Council
- Action by the Commission ..... Mayor & City Council

### SUMMARY AND ACTION REQUESTED:

Carol Palmquist is requesting approval of a 10-year Interim Use Permit to establish a Commercial Wedding Ceremony Venue to be located at 12202 55<sup>th</sup> Street N. Staff and the Planning Commission recommend approval a 5-year Interim Use Permit with conditions with the following motion:

**“Move to approve Resolution 2016-19 granting a 5-year Interim Use Permit for a Commercial Wedding Ceremony Venue with 13 conditions”.**

### BACKGROUND AND STAFF REPORT:

Carol Palmquist is requesting approval of a 10-year Interim Use Permit to establish a Commercial Wedding Ceremony Venue on her residential property located at 12202 55th Street N. On February 16, 2016, the City Council approved an amendment to the Commercial Wedding Ceremony Venue ordinance to allowed the venues as an accessory use with an interim use permit in the A – Agriculture, RT – Rural Transitional, and RR-Rural Residential zoning districts on parcels 10 acres in size or greater, increased the allowed number of venues to no more than four per week, no more than 2 per day, requires an operator or responsible designee be on the premises for the duration of each event, and exempts applicants from the commercial parking and curbing requirements of Section 154.210. On February 22, 2016, the Planning Commission held a public hearing. At the public hearing, three residents spoke on the item. One spoke in favor of the item and the two others expressed concerns about noise, environmental concerns, and the city’s poor maintenance of the road. Of those that spoke, none were opposed to the

proposal. The Planning Commission discussed primarily focused on the duration of the interim use permit, and the issues of noise and emergency vehicle access requirements. The Planning Commission recommended approval of a 5-year Interim Use Permit with 13 conditions.

Note: Since the Planning Commission meeting, Staff has determined the existing paved residential cannot serve as an emergency access for the Wedding Venue due to being more than 150 feet away from the gathering area. The applicant will need to pave the entrance drive to the field to a 7 ton standard, 18 feet in width to meet the Code requirements as originally written in condition number 2. Also, the conditions related to tent permitting, 7 and 8, are required by the building code regardless of them being a condition or not. The conditions have been included to inform the applicant of the building code provisions.

This item was pulled from the 4/19 City council agenda due to it being advertised in the alternate newspaper. Since then, the City learned it could only have a single local paper to advertise public notices.

**CONDITIONS OF APPROVAL:**

On February 22, 2016, City Staff had presented 10 conditions of approval in the Staff report. The Planning Commission amended conditions 2 and 6, and added three additional conditions (underlined), however condition two will not meet the need for emergency access. The recommended conditions of approval are:

- 1) That a parking attendant be on site to assist with cars arriving and exiting the site for each wedding ceremony event.
- 2) That the access driveway be 18' wide and designed to a 7 ton standard to accommodate emergency service vehicles to the northerly extent of the parking area, or that the access driveway be 18' wide, designed to the 7 ton standard to the edge of the field and that the adjacent private drive remain clear during venues for emergency service vehicles.
- 3) That accessible parking be provided and signed as handicapped parking with an accessible path connecting the sanitary facilities and the public assembly area.
- 4) That the applicant maintains compliance with all applicable City Code standards for the duration of the interim use.
- 5) That the applicant enters into a consent agreement with the City in accordance with Section 154.107 of the City Code.
- 6) That the interim use is valid for a period of ten five years and must be renewed by the City Council prior to the end of this time period in order to continue operating from the site.
- 7) The applicant/owner shall comply with Minnesota 1300.0190 for temporary structures and uses. Building permit and inspection will be required.
  - Temporary structure installer is required to submit a complete plan from the manufacture for installation including tie down instructions that conform to the 90 MPH wind loading in the Minnesota State Building Code.
- 8) Applicant must comply with all applicable requirements of the MN State Fire Code:

- Chapter 24, “Tents, Canopies and other Membrane Structures of the 2007 Minnesota Fire Code.
  - Section 503, “fire Apparatus Access Roads”, of the 2007 Fire Code.
  - Section 906, “Portable Fire Extinguishers”, of the 2007 Fire Code.
- 9) That the applicant/owner maintain a contract to supply and maintain (4) temporary sanitary facilities while in operation and that at least one temporary sanitary facility be handicapped accessible and placed on an accessible route.
- 10) Any Portable power/ generators/ Heaters or other like equipment shall be placed/installed in accordance with the manufacture installation instructions and the applicable codes.
- 11) Applicant enter into a maintenance agreement with the City to maintain 55th Street west of Marquess Trail to the applicant’s field road through the term of the Interim Use Permit
- 12) Submit an erosion control plan with any extension of the gravel entrance road.
- 13) Submit the results of an instrumented measurement of sound at the east and west property lines at the wedding ceremony site to demonstrate compliance with the City’s noise ordinance.

**REQUIRED FINDINGS:**

An interim use permit may be granted only if the City Council finds as follows:

1. The use is allowed as an interim use in the respective zoning district and conforms to standard zoning regulations.
2. The use will not adversely impact nearby properties through nuisance, noise, traffic, dust, or unsightliness and will not otherwise adversely impact the health, safety, and welfare of the community.
3. The use will not adversely impact implementation of the Comprehensive Plan.
4. The user agrees to all conditions that the City Council deems appropriate to establish the interim use. This may include the requirement of appropriate financial surety such as a letter of credit or other security acceptable to the City to cover the cost of removing the interim use and any interim structures not currently existing on the site, upon the expiration of the interim use permit.
5. There are no delinquent property taxes, special assessments, interest, or city utility fees due upon the subject parcel.
6. The date or event terminating the interim use shall be set by the City Council at the time of approval.

Staff and the Planning Commission believe the application meets each of the above listed findings.

**RECOMMENDATION:**

Staff and the Planning Commission recommend approval a 5-year Interim Use Permit with conditions with the following motion:

**“Move to approve Resolution 2016-19 granting a 5-year Interim Use Permit for a Commercial Wedding Ceremony Venue with 13 conditions”.**

**ATTACHMENT(S):**

- Commercial Wedding Ceremony Venue Ordinance
- Resolution 2016-19
- 2/22/16 Planning Commission Minutes

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

**RESOLUTION NO. 2016-19**

*A RESOLUTION APPROVING AN INTERIM USE PERMIT FOR CAROL PALMQUIST TO  
ESTABLISH A COMMERCIAL WEDDING CEREMONY VENUE AT 12202 55TH STREET N.*

**WHEREAS**, the City of Lake Elmo has approved a Commercial Wedding Ceremony Venue ordinance on 2/21/13; and

**WHEREAS**, the Commercial Wedding Ceremony Venue ordinance was amended on 5/6/14, and on 3/19/16; and

**WHEREAS**, the applicant, Carol Palmquist, residing at 12202 55<sup>th</sup> Street N, applied for an Interim Use Permit to establish a Commercial Wedding Ceremony Venue as an accessory use on her property; and

**WHEREAS**, the Planning Commission held a public hearing on February 22, 2016; and

**WHEREAS**, the Planning Commission found the proposed Interim Use adequately conforms to the following findings of fact:

- 1) The use is allowed as an interim use in the respective zoning district and conforms to standard zoning regulations.
- 2) The use will not adversely impact nearby properties through nuisance, noise, traffic, dust, or unsightliness and will not otherwise adversely impact the health, safety, and welfare of the community.
- 3) The use will not adversely impact implementation of the Comprehensive Plan.
- 4) The date or event that will terminate the use is identified with certainty. The applicant has specified in the application materials that the use will terminate once the property is sold or developed under future zoning.
- 5) The applicant has signed a consent agreement agreeing that the applicant, owner, operator, tenant and/or user has no entitlement to future reapproval of the interim use permit as well as agreeing that the interim use will not impose additional costs on the public if it is necessary for the public to fully or partially take the property in the future.
- 6) The user agrees to all conditions that the City Council deems appropriate for permission of the use including the requirement of appropriate financial surety to cover the cost of removing the interim use and any interim structures upon the expiration of the interim use permit.
- 7) There are no delinquent property taxes, special assessments, interest, or city utility fees due upon the subject parcel; and



**WHEREAS**, on February 22, 2016, the Planning Commission recommended the City Council approve the Interim Use Permit with 13 conditions; and

**NOW, THEREFORE, BE IT RESOLVED THAT** the City Council does hereby approve the five year Interim Use Permit to establish a Commercial Wedding Ceremony Venue at 12202 55<sup>th</sup> Street N with the following conditions:

- 1) That a parking attendant be on site to assist with cars arriving and exiting the site for each wedding ceremony event.
- 2) That the access driveway be 18' wide and designed to a 7 ton standard to accommodate emergency service vehicles to the northerly extent of the parking area.
- 3) That accessible parking be provided and signed as handicapped parking with an accessible path connecting the sanitary facilities and the public assembly area.
- 4) That the applicant maintains compliance with all applicable City Code standards for the duration of the interim use.
- 5) That the applicant enters into a consent agreement with the City in accordance with Section 154.107 of the City Code.
- 6) That the interim use is valid for a period of five years and must be renewed by the City Council prior to the end of this time period in order to continue operating from the site.
- 7) The applicant/owner shall comply with Minnesota 1300.0190 for temporary structures and uses. Building permit and inspection will be required.
  - Temporary structure installer is required to submit a complete plan from the manufacture for installation including tie down instructions that conform to the 90 MPH wind loading in the Minnesota State Building Code.
- 8) Applicant must comply with all applicable requirements of the MN State Fire Code:
  - Chapter 24, "Tents, Canopies and other Membrane Structures of the 2007 Minnesota Fire Code.
  - Section 503, "fire Apparatus Access Roads", of the 2007 Fire Code.
  - Section 906, "Portable Fire Extinguishers", of the 2007 Fire Code.
- 9) That the applicant/owner maintain a contract to supply and maintain (4) temporary sanitary facilities while in operation and that at least one temporary sanitary facility be handicapped accessible and placed on an accessible route.
- 10) Any Portable power/ generators/ Heaters or other like equipment shall be placed/installed in accordance with the manufacture installation instructions and the applicable codes.
- 11) Applicant enter into a maintenance agreement with the City to maintain 55th Street west of Marquess Trail to the applicant's field road through the term of the Interim Use Permit
- 12) Submit an erosion control plan with any extension of the gravel entrance road.

- 13) Submit the results of an instrumented measurement of sound at the east and west property lines at the wedding ceremony site to demonstrate compliance with the City's noise ordinance.

This resolution was adopted by the City Council of the City of Lake Elmo on this \_ day of \_\_\_\_\_, 2016.

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

ATTEST:

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

CITY OF LAKE ELMO  
COUNTY OF WASHINGTON  
STATE OF MINNESOTA

ORDINANCE NO. 08-128

AN ORDINANCE AMENDING THE LAKE ELMO CITY CODE OF ORDINANCES PERTAINING  
TO COMMERCIAL WEDDING CEREMONY VENUES

**SECTION 1.** The City Council of the City of Lake Elmo hereby ordains that Title XV: Land Usage; § 154.310, Subd. D is hereby amended by adding the following:

D. *Commercial Wedding Ceremony Venue.* A commercial wedding venue is allowed as an accessory use with an interim use permit in the A – Agriculture, RT – Rural Transitional, and RR-Rural Residential zoning districts on parcels 10 acres in size or greater. The establishment of a Commercial Wedding Venue on RR parcels is limited to those sites meeting the following criteria: 1) the site has historically been used as a farmstead for the surrounding agricultural land; and 2) the use will incorporate a barn or other historical agricultural building over 75 years of age for the wedding ceremonies.

The suitability of a parcel for a wedding venue shall be determined by the characteristics of the site and by the unique capacity of the parcel to accommodate the use while preserving the essential rural character of the neighborhood and the site on which the use is located, by the ability of the parcel to accommodate the use without negative impact on the general health, safety, and welfare of the community, and by other factors the City may deem appropriate for consideration. The use must adhere to the following standards:

1. *Ownership.* The property will be the primary residence of the venue operator(s). The operator or responsible designee (a family member, employee, or responsible designee at least 21 years of age) must be on the premises for the duration of each event.
2. *Maximum Number of Guests.* The maximum number of guests is limited to 200 for each event.
3. *Food and Beverages.* The serving of food and beverages is permitted only as part of the ceremony.
4. *Seasonal Operation.* Ceremonies are limited to no more than four per week, no more than 2 per day, and are permitted only during the months of May through October.
5. *Hours of Operation.* Events shall only be allowed between the hours of 10:00 a.m. and 10:00 p.m. All guests and staff must vacate the premises by 10:00 p.m. All

lights associated with the event must be turned off by 10:00 p.m. Any one ceremony is limited to a maximum duration of three (3) hours.

6. *Overnight Accommodations.* No overnight accommodations are allowed.
7. *Off-Street Parking.* Off-street parking shall be required in the ratio of one (1) parking space for each three attendees based on the maximum number of attendees planned for the site. The off-street parking area and the number of parking spaces shall be documented on the required site plan. Off-street parking shall be exempt from the paving and curbing requirements in Section 154.210.
8. *Setbacks.* The minimum setbacks from neighboring houses and property lines for the various activities associated with the wedding venue shall be as follows:
  - i. Parking: 100 feet from residential property lines; 200 feet from neighboring houses.
  - ii. Outdoor Activity Spaces: 300 feet from residential property lines; 400 feet from neighboring houses.
  - iii. Indoor Activity Spaces: 300 feet from residential property lines; 400 feet from neighboring houses.
9. *Landscaping/Screening.* Landscaping may be required to buffer the use from adjacent land uses and to provide screening when such screening does not presently exist on the site. A landscape plan shall be submitted at the time of application for an Interim Use Permit.
10. *Grading.* Any proposed grading shall observe all requirements of Section 151.017 of the City Code. If a grading plan is required, it shall be submitted in conjunction with an application for an Interim Use Permit.
11. *Traffic.* A transportation management plan shall be submitted as part of an application for an Interim Use Permit. The plan shall address traffic control, including traffic movement to the public street system and impact on the surrounding roadways.
12. *Structures.* All existing or proposed structures to be used for the wedding ceremony venue shall be inspected by the City's Building Official and must meet applicable Building Code requirements.
  - i. *Temporary Structures.* Temporary Structures, including tents and canopies, may be allowed. Tents and canopies may be erected no more than (1) day prior to an event and must be removed no more than 72 hours following the event.
13. *Application.* An application for a commercial wedding venue shall follow the application and review procedures for an Interim Use Permit as specified in Section 154.107. In addition to the submission requirements of Section 154.107, an application for a commercial wedding venue shall include the following information:
  - i. The expected number of attendees per ceremony;

- ii. The number of ceremonies per year;
  - iii. The number of employees;
  - iv. The hours of operation;
  - v. Sanitary facilities;
  - vi. Lighting;
  - vii. Sound amplification to be used and a plan to minimize any amplified sounds;
  - viii. Temporary structures or tents to be used in association with the planned events;
  - ix. Signage;
  - x. Security to be provided;
  - xi. Location of all trash receptacles;
  - xii. Traffic management plan;
  - xiii. Other documentation as specified herein;
14. *Sanitary Facilities.* Sanitary facilities adequate for the number of attendees shall be provided. Portable toilets may be approved for temporary use, and must be screened from view from roads and neighboring properties by landscaping or a wooden enclosure. No portable toilets shall be located closer than 400 feet from a neighboring residential structure.
  15. *Lighting.* Lighting associated with the wedding venue shall be limited to downcast and shielded fixtures so that the source of the light is not visible from adjacent roads or neighboring properties. Lighting shall comply with Section 150.035 of the City Code.
  16. *Noise.* All wedding venues shall comply with City's noise standards found in Section 130.45 through 130.48 of the City Code.
  17. *Sound Amplification.* Amplification of music and participants and is allowed only in conjunction with a wedding ceremony. There shall be no other amplification of music or sound outside of the ceremony.
  18. *Waste.* All solid waste must be stored in a manner that prevents the propagation, harborage, or attraction of flies, rodents, or other nuisance conditions and must be removed at least once every seven days by a licensed solid waste hauler.
  19. *Liability.* The applicant shall secure adequate liability coverage, which shall be in place at least one week prior to any event.
  20. *Other Activities.* Other than the commercial wedding ceremonies authorized under this section, no other commercial ceremonial activities may be conducted on the site.

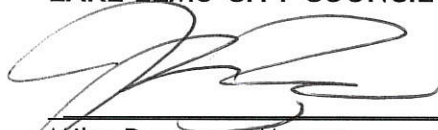
(Ord. 08-080, passed 5-21-2013)

(Ord. 08-28, passed 5-6-2014)

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

**SECTION 3. Adoption Date.** This Ordinance 08-128 was adopted on this 16 day of February, 2016, by a vote of 3 Ayes and 2 Nays.

LAKE ELMO CITY COUNCIL

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

ATTEST:

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

This Ordinance 08-128 was published on the 16<sup>th</sup> day of March, 2016.



PLANNING COMMISSION  
DATE: 2/22/2016  
AGENDA ITEM: 4C – PUBLIC HEARING  
CASE #2016-04

City of Lake Elmo Planning Department  
**Interim Use Permit Request: Commercial Wedding Ceremony Venue**

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*To:* **Planning Commission**  
*From:* **Stephen Wensman, City Planner**  
*Meeting Date:* **February 22, 2016**  
*Applicant:* **Carol Palmquist**  
*Owner:* **Carol Palmquist**  
*Zoning:* **A - Agriculture**

***Suggested Order of Business***

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- Introduction..... Planning Staff
- Report by Staff..... Planning Staff
- Questions from the Commission..... Chair & Commission Members
- Open the Public Hearing..... Chair
- Continue the Public Hearing to the  
February 8, 2016 meeting date..... Chair
- Discussion by the Commission ..... Chair & Commission Members

***Introductory Information***

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|                                 |                                                                                                                                                                                            |
|---------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b><i>Requested Permit:</i></b> | The applicant is requesting approval of a 10 year Interim Use Permit to establish a commercial wedding ceremony venue on an Agricultural property located at 12202 55 <sup>th</sup> St. N. |
|---------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

|                                    |                                                                                                                                                                                                                                                                       |
|------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b><i>Application Summary:</i></b> | <p>The requested interim use would allow a commercial wedding ceremony venue to be established on a 10.26 acre agricultural property located at 12202 55<sup>th</sup> St. N with the PID: 06.029.20.23.0006</p> <p>The application details include the following:</p> |
|------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

**Type of business:** Commercial wedding ceremony venue.

**On-Site Activity:** wedding ceremonies in a vineyard with turf parking.

**Employees:** 3-4 part time (estimated).

**Proposed number of guests:** Up to 200.

**Use Frequency:** 4 times per week, maximum, from May through October with a maximum 3 hour duration for any single ceremony.

**Hours of operation:** 10 am – 10 pm.

**Attachments:** Commercial Wedding Ceremony Venue Ordinance.  
Applications submittal: Written Statement, Proposal letter, Site Plan.  
Building Official Memo dated 2/3/16.  
Fire Chief Memo dated 2/3/16

### ***Findings & General Site Overview***

**Site Data:** Lot Size: 10.26 acres

Existing Use: Residential/Agricultural

Existing Zoning: Agricultural

Property Identification Number (PID): 06.029.20.23.0006

The proposed commercial wedding venue site is part of a 120 acre farm originally homesteaded by George Schindler. The site was farmed continuously until 1981 when it was subdivided and sold. In 1983, the Palmers purchased 10.26 acres of the farm, constructed a house and planted a small vineyard.

**Proposal Review:** The applicant is requesting a 10 year Interim Use Permit. Over the years, many people have asked the Palmers to hold wedding events on their property. Carol Palmer was the inspiration for the Commercial Wedding Venue Ordinance.

#### **Minimum Criteria:**

Under the ordinance, commercial wedding ceremony venues are an interim accessory use in the Agriculture zoning district on parcels 10 acres and greater. The site has the capacity to accommodate the use without altering its rural characteristics and will not affect the health, safety and welfare of the community. The proposed ceremonies will be held adjacent to the vineyard in an open field with good drainage. The open field will also accommodate the proposed parking that has easy access off of 55<sup>th</sup> Street N. 55<sup>th</sup> Street North is only accessible from Manning Avenue, so the impact on local roads and neighbors is minimal.



**Adjacent Land Uses:**

The proposal is an agricultural property of 10.26 acres in size which is surrounded by residential homes on three sides and commercial on the east. To assist in the evaluation of the proposal, staff has provided the approximate distance between the proposed field area for the venue to adjacent residential homes.

North: residential home approximately 800 ft. away.

South: residential homes, nearest approximately 450 ft. away.

West: residential home, approximately 500 ft. away.

East: commercial businesses.

**Noise:**

The owner will comply with the City's noise ordinance. The applicant will be purchasing a sound system for the venue and has the ability to cap the sound level. The applicant will enforce noise restrictions with the contractual agreement with customers and through use of posted signs. An existing stand of 20-40 foot Norway Pine trees surrounding the property will also provide a natural sound barrier.

**Access/Traffic:**

The applicant proposes utilizing the existing gravel field entrance off of 55<sup>th</sup> Street N to access the venue. The proposed parking area is on the open grass field parallel to 55<sup>th</sup> Street. The proximity to 55<sup>th</sup> Street will provide adequate emergency vehicle access. City Staff recommends that the access from 55<sup>th</sup> Street be at least 18' wide and designed to a 7 ton standard to accommodate emergency service vehicles to northerly extent of the parking area.

The applicant proposes to employ an attendant for each venue to direct traffic and to organize entering and exiting traffic. Temporary signs will also be used to guide traffic and to caution the 55<sup>th</sup> Street N trail users. 55<sup>th</sup> Street N is only accessible from Manning Avenue to the east, so there will be minimal impact on local streets or traffic.

**Parking:**

The performance standards for commercial wedding venues require parking to be 100' from residential property lines. The grass field parking easily meets this criterion.

On February 16, 2016, the Commercial Wedding Ceremony Venue ordinance was amended exempting such venues from the commercial parking lot surfacing and curbing requirements. The turf parking complies with the code requirements.

There are no accessible facilities proposed and none required by City Code.

**Sanitary Facilities:**

The applicant is proposing to use rented sanitation facilities (port-a-potties). According to Building Code, assembly for 200 guests would require 4 sanitary facilities of which one is required to be handicap accessible with an accessible path.

**Lighting:**

No site lighting has been proposed, but the applicant has stated that they will comply with city lighting regulations.

**Buffering:**

An existing 20-40 foot stand of Norway Pines surround field on the east and west sides buffering the use from adjacent residential properties.

**Temporary Tents:**

The applicant may utilize temporary tents with venues. The MN State Fire and Building Code have specific requirements for such structures. The City Fire Chief and Building Official have provided review comments (attached) which are recommended conditions of approval.

***Required Findings:***

In order for the City Council to approve the interim use permit, six findings must be met. Staff has listed each of the findings with comments in bold italics:

- 1) The use is allowed as an interim use in the respective zoning district and conforms to standard zoning regulations. ***In conformance with zoning regulations***
- 2) The use will not adversely impact nearby properties through nuisance, noise, traffic, dust, or unsightliness and will not otherwise adversely impact the health, safety, and welfare of the community. ***The site is located on a dead-end street accessible from a Manning. The impact to the neighborhood will be negligible.***
- 3) The use will not adversely impact implementation of the Comprehensive Plan. ***The improvements respect the rural/agricultural nature of the area and zoning district. The use is accessory to the principle residential use.***
- 4) The date or event that will terminate the use is identified with certainty. The applicant has specified in the application materials that the use will terminate once the property is sold or developed under future zoning. ***Staff is recommending a termination date of ten years from the date of approval.***
- 5) The applicant has signed a consent agreement agreeing that the applicant, owner, operator, tenant and/or user has no entitlement to future reapproval of the interim use permit as well as agreeing that the interim use will not impose additional costs on the public if it is necessary for the public to fully or partially take the property in the future. ***A consent agreement will need to be approved by the City Council as a condition of approval.***
- 6) The user agrees to all conditions that the City Council deems appropriate for permission of the use including the requirement of appropriate financial surety to cover the cost of removing the interim use and any interim structures upon the expiration of the interim use permit. ***This item can also be addressed as part of a consent agreement with the City.***

- 
- 7) There are no delinquent property taxes, special assessments, interest, or city utility fees due upon the subject parcel.

***Recommendation:***

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***Conditions:***

Based on a review of the applicable code sections, Staff is recommending that the Planning Commission recommend approval of the interim use permit based on the following:

- 1) That a parking attendant be on site to assist with cars arriving and exiting the site for each wedding ceremony event.
- 2) That the access driveway be 18' wide and designed to a 7 ton standard to accommodate emergency service vehicles to the northerly extent of the parking area.
- 3) That accessible parking be provided and signed as handicapped parking with an accessible path connecting the sanitary facilities and the public assembly area.
- 4) That the applicant maintains compliance with all applicable City Code standards for the duration of the interim use.
- 5) That the applicant enters into a consent agreement with the City in accordance with Section 154.107 of the City Code.
- 6) That the interim use is valid for a period of ten years and must be renewed by the City Council prior to the end of this time period in order to continue operating from the site.
- 7) The applicant/owner shall comply with Minnesota 1300.0190 for temporary structures and uses. Building permit and inspection will be required.
  - Temporary structure installer is required to submit a complete plan from the manufacture for installation including tie down instructions that conform to the 90 MPH wind loading in the Minnesota State Building Code.
- 8) Applicant must comply with all applicable requirements of the MN State Fire Code:
  - Chapter 24, "Tents, Canopies and other Membrane Structures of the 2007 Minnesota Fire Code.
  - Section 503, "fire Apparatus Access Roads", of the 2007 Fire Code.
  - Section 906, "Portable Fire Extinguishers", of the 2007 Fire Code.
- 9) That the applicant/owner maintain a contract to supply and maintain (4) temporary sanitary facilities while in operation and that at least one temporary sanitary facility be handicapped accessible and placed on an accessible route.

**Motion**

- 10) Any Portable power/ generators/ Heaters or other like equipment shall be placed/installed in accordance with the manufacture installation instructions and the applicable codes.

Staff recommends the Planning Commission recommend approval with the following motion:

*“Motion to recommend approval of the interim use permit for a commercial wedding ceremony venue to be located at 12205 55<sup>th</sup> Street North with 11 conditions”.*



To: Stephan Wensman, Planning Director

From: Rick Chase, Building Official

Date: 2/03/2016

Subject: Interim Use permit application (Wedding Ceremonies temporary structure).

Applicant: Carol Palmquist

Land Use Review comments request dated 1/29/16

**Cursory Review Scope:** This review was completed with the following information food and alcohol not served, temporary structure will be put in place each week an event is scheduled.

1. Based on the occupant load of 200 the required portable sanitary facilities is four. The sanitary facilities are required to be placed on an accessible route and one is required to be handicap accessible.
2. Temporary Accessible parking and signage is required.
3. The permit applicant/owner is required to comply with Minnesota 1300.0190 for temporary structures and uses. Building permit and inspection will be required. (See Attachment)
4. The applicant owner is required to comply with egress requirements in accordance with the Minnesota State Building Code.
5. Portable power/ generators/ Heaters or other like equipment will be placed/installed in accordance with the manufacture installation instructions and the applicable codes.
6. Temporary structure installer is required to submit a complete plan from the manufacture for installation including tie down instructions that conform to the 90 MPH wind loading in the Minnesota State Building Code.

Sincerely,

*Rick Chase  
Department Of Building Safety  
City of Lake Elmo*



**Station #1**

3510 Laverne Ave. No.  
Lake Elmo, MN 55042  
651-770-5006

**LAKE ELMO FIRE DEPARTMENT****Station #2**

4259 Jamaca Ave. No.  
Lake Elmo, MN. 55042  
651-779-8882

February 3, 2016

Following is my review related to the: "INTERIM USE PERMIT APPLICATION: Carol Palmquist is requesting an Interim Use Permit to operate a commercial wedding ceremony venue at 11202 55<sup>th</sup> Street N."

More specifically, items listed under "EVENT SPECIFICATIONS":

*A. The number of guests would be set at a maximum of 200 persons*

*H. Temporary tents or canopies to be used in association with the events would be erected no more than one day prior to the event and would be removed no more than 72 hours following the event.*

*L Off-street parking plan will be indicated on Site Plan. Parking Plan will be incorporated within the client contractual agreement.*

**COMMENTS:**

- Applicant must be in compliance with Chapter 24, "TENTS, CANOPIES AND OTHER MEMBRANE STRUCTURES" of the 2007 MINNESOTA FIRE CODE
- Applicant must be in compliance with SECTION 503, "FIRE APPARATUS ACCESS ROADS" of the 2007 MINNESOTA FIRE CODE
- Applicant must be in compliance with SECTION 906, "PORTABLE FIRE EXTINGUISHERS" of the 2007 MINNESOTA FIRE CODE
- All applicable requirements of the MN State Fire Code.

Applicant will be required to provide a submittal that addresses all code concerns related to the MN Fire Code.

Sincerely,

Greg Malmquist, Fire Chief

*"Proudly Serving Neighbors & Friends"*

I.U.P.

1. Land Use Form: Complete

2. Written statements:

a. Owner of Record

Carol A. Palmquist

12202 55<sup>th</sup> Street North

Lake Elmo Minnesota 55042

(651)439-0428

a. Surveyor:

Barry Stack

9090 Fairy Falls Road

Stillwater, Minnesota 55082

(651)439-5630

a. Designer:

Carol Palmquist

b. Address:

12202 55<sup>th</sup> Street North

Lake Elmo, MN 55042

Zoned Agricultural

10.07 Acres, more or less

PID: 06.029.20.23.0006

Legal Description: That Part of the SW¼-¼ DES AS FOLL COM @SW COR SD 14-14 THN NO1

c. History:

Property was originally part of a 120A parcel homesteaded in 1854 by German immigrant, George Schindler and farmed by same. Schindler family offspring continued dairy and crop farming until 1964 when the Farm was sold. The agricultural tradition continued until 1981 when the Farm was divided and sold. The original homestead on 24 A, including the barn and granary continued to be used agriculturally. In 1983, 10.04 A more or less were split off the 24 A. I am the owner of the now 10.07 A more or less, on which, in 1989, I began planting grape vines. Both properties continue in the Agricultural tradition.

d. Proposed Use:

i. Proposal Letter: See Attachment 2.d.i

.....ii. Consent Agreement: See Attachment 2.d

e. Justification of Use:

i. Ordinance No. 08-107. Commercial Wedding Ceremony Venues allowable in RT, A and RR

ii. Precautionary measures to mitigate disturbance to neighboring property owners.

1. Noise

a. Owner will purchase sound system for venue use. This enables the owner to control the volume and limit the sound decibel to 115dB.

b. Owner will enforce noise regulation in the contractual agreement with the client.

c. Owner has in place, mature 20-40' Norway pine trees surrounding venue area which act as a natural sound barrier.

2. Traffic:

a. Owner will employ and staff a minimum of 1 attendant per each event to direct

traffic. This will control and organize the flow of vehicles as they enter, park and exit the venue.

- b. Owner will post temporary signs indicating driveway, as well as signs to mitigate speed and encourage caution for pedestrians/pets on the Lake Elmo walking trail and to enforce noise regulation.

3. Unsightliness:

- a. Portable, rented sanitation facilities will be discreetly placed.
- b. The entire venue area will remain grass, including parking area. There will be no Blacktop, gravel or other impervious surfaces in the vineyard or field (venue area).

iii. The use is compatible with the comprehensive plan and supports:

- 1. Preservation of rural lands
- 2. Enhancement of community's rural sense of place

iv. Not applicable - Primary residence

- v. There are no delinquent property taxes, special assessments, interest, or City utility fees due. (see Washington County records).

- vi. Applicant is requesting Interim Use Permit expiration date of 2025.

F. Attachments:

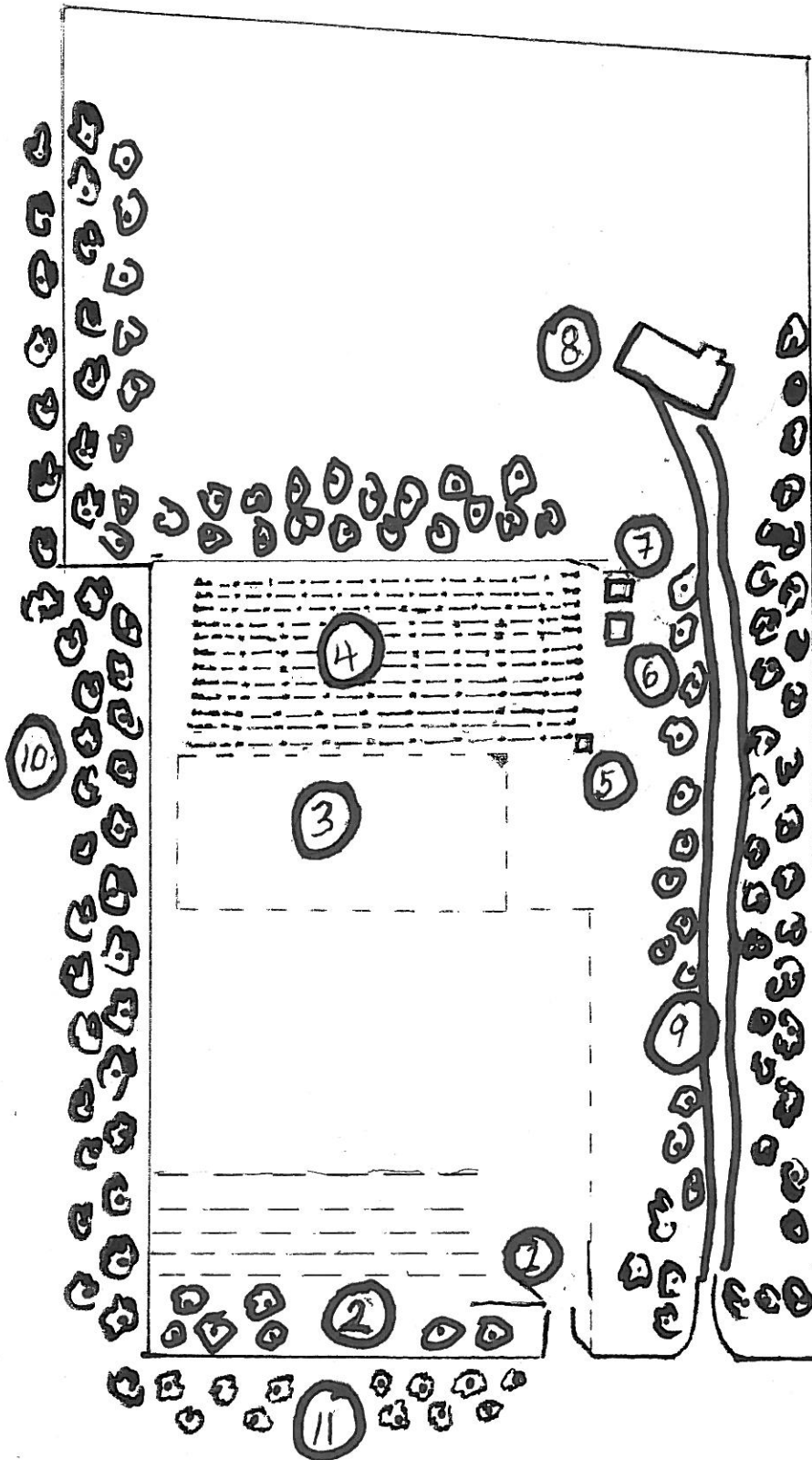
- 1. Verification of ownership
- 2. Address labels
- 3. To-scale site plan
- 4. Proposal letter (2.d.i)
- 5. Consent Agreement (2.d.ii)



CAROL PALMQUIST

INTERIM USE PERMIT APPLICATION

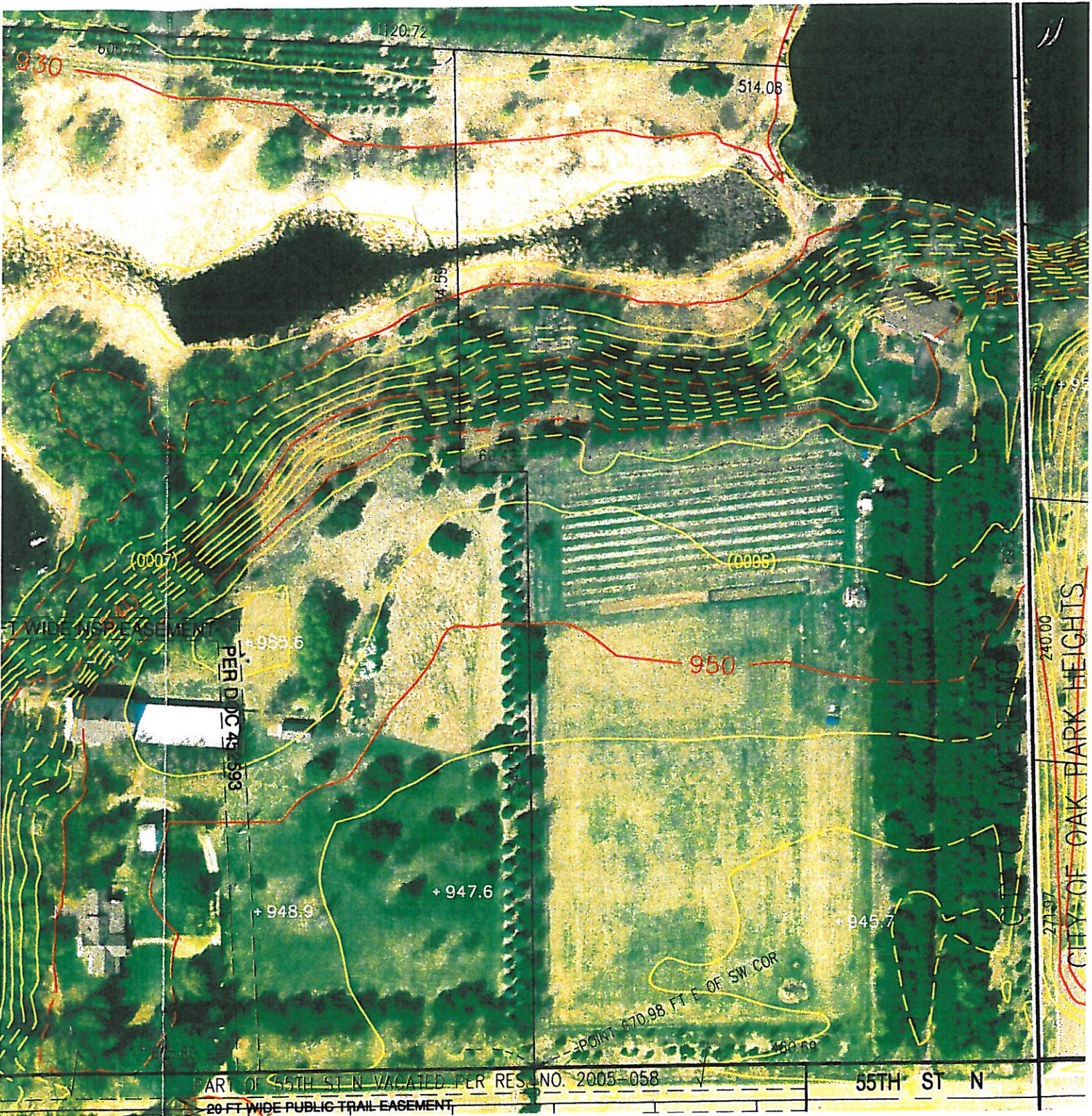
Event Site Plan



LEGEND

- |                         |                       |
|-------------------------|-----------------------|
| 1. Gate event access    | 20 ft                 |
| 2. Parking area         | 1.65 A                |
| 3. Event area           | .47 A                 |
| 4. Vineyard             | .75 A                 |
| 5. Teahouse             | 64 sq ft              |
| (for grandchildren use) |                       |
| 6. Screen house         | 100 sq ft             |
| 7. Garden shed          | 150 sq ft             |
| 8. Residence            | 1344 sq ft            |
| 9. Residence Driveway   | 734 ft length         |
| 10. Screening trees     | > 30-40' Norway Pines |
| 11. Screening trees     |                       |
| Total Event Area        | 2.53 A                |
| Scale                   | 1"=120'               |





**LEGEND**

DNR PROTECTED WATERS  
DNR PROTECTED WETLAND  
DNR PROTECTED WATERCOURSE  
MUNICIPAL BOUNDARY  
PARK BOUNDARY

**CONTOUR LEGEND**

10 FOOT INTERVAL CONTOUR  
2 FOOT INTERVAL CONTOUR  
DEPRESSION  
DASHED CONTOURS INDICATE QUESTIONABLE  
ACCURACY DUE TO GROUND VEGETATION  
SPOT ELEVATION

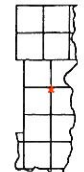


SCALE: 1 inch = 120 feet

**SECTION-TOWNSHIP-RANGE INDEX**

|         |         |         |
|---------|---------|---------|
| 3603021 | 3103020 | 3203020 |
| 0102921 | 0602920 | 0502920 |
| 1202921 | 0702920 | 0802920 |

**COUNTY  
VICINITY MAP**



\* = LOCATION OF  
THIS MAP

**SECTION VI**

|    |    |
|----|----|
| 22 | 21 |
| 23 | 24 |
| 32 | 31 |
| 33 | 34 |





**City of Lake Elmo  
Planning Commission Meeting  
Minutes of February 22, 2016**

Chairman Kreimer called to order the meeting of the Lake Elmo Planning Commission at 7:00 p.m.

**COMMISSIONERS PRESENT:** Haggard, Kreimer, Dunn, Larson, Griffin, Lundquist and Williams.

**COMMISSIONERS ABSENT:** Fields & Dodson

**STAFF PRESENT:** Planning Director Wensman

**Approve Agenda:**

The agenda was accepted as amended.

**Approve Minutes:** January 11, 2016

M/S/P: Williams/Kreimer move to approve the January 11, 2016 minutes excluding the vote on the November 23, 2015 minutes, ***Vote: 7-0, motion carried unanimously.***

**Public Hearing Interim Use Permit Application – Commercial Wedding Ceremony.**

Wensman started his presentation regarding the Palmquist Commercial Wedding Ceremony Venue. This request is for a 10 year interim use permit on an agricultural property at 12202 55<sup>th</sup> Street N. The applicant is requesting wedding ceremonies adjacent to the vineyard with turf parking. There would be 3-4 employees and up to 200 guests. There would be up to 4 events per week from May – October, with no more than 3 venues on any Saturday. Hours would be 10 am – 10 pm. The noise ordinance would be complied with and there would be a traffic attendant during venues. There will be trash receptacles and temporary tents that comply with code.

Access from the site would be off of 55<sup>th</sup> Street. 55<sup>th</sup> street becomes a gravel drive after Carriage Station. The engineer is concerned about long term maintenance. There are a couple of options 1) there could be a maintenance agreement or 2) they could require a paved cul-de-sac and assess the improvements. All activities will be taking place in an open field. There is no structure being used in this case, however, there would need to be restroom facilities. Staff is recommending approval with 12 conditions.

Williams asked about the tent. The ordinance states that it has to be taken down within 72 hours of the event. Based on the comment of the Building Official, will they need a permit each time a tent is put up. Wensman stated that yes they would.

Dunn asked about the storm water management plan. Wensman stated that the City is requiring upgrades to the driveway for safety purposes. Williams asked if there is a turn around. Wensman stated that there is not a structure and it is not as difficult of an entry.

Carol Palmquist, 12202 55<sup>th</sup> Street, is the applicant and stated that she has maintained the gravel road. She is not prepared to pay the assessment for a paved road or a cul-de-sac.

Kreimer asked why she is asking for 10 years for the IUP. Palmquist stated that she is asking for 10 years as she has additional expense to get the business off the ground.

Griffin asked about the field road. She is wondering how far it will go into the property and how wide it will be.

Public Hearing opened at 7:38 pm.

Chip Longacre, 12058 55<sup>th</sup> Street N, is dismayed that it is being made so difficult for Ms. Palmquist to make a little money from her property. The City has done a poor job of maintaining the gravel road in front of property.

Carolyn Cary, 5201 Linden Ave, wants the City to understand how to abate the noise. There are a number of environmental issues that have an impact.

Donna Sloan, 12208 Marquess Lane, she does not have a problem with this venue as long as it complies with the sound, traffic, and other issues. She would like to know what happens if it does not comply.

Wensman stated that if there is a problem, the City would contact Ms. Palmquist to bring it into compliance. If there is a chronic problem, staff would document that and take appropriate steps to revoke the permit.

There were no electronic or written comments.

Public Hearing closed at 7:49 pm.

Dunn does not think that the paved 7 ton road is necessary as her driveway is paved. She would like to see condition #2 removed. She is in support of this application.

Lundquist is concerned about the road and the path. She thinks there should be a condition that rectifies the problem. She is concerned that people coming to this venue will come up Manning.

Haggard wants to make sure that the street is safe and maintained. As far as the financial aspect, that is for the Council to decide. She is in support of this application. She would like to see number 4 include "responsible designee".

Williams is concerned about #6 stating for 10 years. He does not think the expenses mentioned relate to the length of the permit. He would like to see it be 5 years which would give the City the opportunity to review the wedding venue.

Williams thinks there needs to be a maintenance agreement, but what that is, is up to the City Council. He would also like to add a condition that the applicant submit a report regarding the noise levels.

Williams would like to see condition #2 remain as the applicant does not intend to use her primary driveway for the venue.

Lundquist stated that driving a fire truck or an emergency vehicle on a gravel driveway or field, is no different than driving on them at the county fair grounds.

Williams thinks that since this is a commercial application, we should stick to the commercial standards.

Griffin thinks it makes more sense to use the homeowner driveway for emergency access and then use a gate to the venue.

Wensman stated that he would be comfortable with the field road entrance at 18' wide and designed to a 7 ton standard and that the regular driveway be for emergency access and that the main driveway remain clear during all events.

The Commission would like Chief Malmquist to look at the driveway prior to this going to the City Council.

Move to amend condition #2 to read that the access road be 18 feet wide and be to a 7 ton standard to accommodate emergency vehicles to the northernly area of the parking area or that the private drive remain clear during the venue, ***Vote: 7-0, motion carried, unanimously.***

Move to amend condition #6 to read "The interim use is valid for a period of five years and must be renewed by the City Council prior to the end of this time period in order to continue operating from the site", ***Vote: 7-0, motion carried, unanimously.***

Move to add condition number 11 that would be to enter into a maintenance agreement with the City regarding the maintenance of the road only through the term of the interim use, ***Vote: 7-0 motion carried, unanimously.***

Move to add condition number 12, to require an erosion control plan with any extension of the gravel entrance road, ***Vote: 7-0, motion carried unanimously.***

Move to add a condition 13 that the applicant is required to submit the results of an instrumented measurement of sound at the east and west property lines at the wedding ceremony site to demonstrate compliance with the City's noise ordinance, ***vote: 7-0, motion carried unanimously.***

M/S/P: Williams/Griffin, move to recommend approval of the Interim Use Permit for a commercial wedding venue based on the finding of facts in the staff report and with the 13 conditions of approval as discussed, ***Vote: 7-0, motion carried unanimously.***

### **Public Hearing – Open Space Development – Legends of Lake Elmo**

Wensman started his presentation by showing the location of this development and presenting some of the background information from previous meetings. With the current plan, there are 40 lots and there are 5 outlots that are platted as ghost lots. These are held in reserve in case of ordinance change and will be held in reserve for future development. Staff is recommending that the 5 outlots be platted as one outlot as we do not know what will happen in the future and they will need to be replatted anyway.

A big discussion is the interconnectivity of neighborhoods for safety. Currently Sanctuary only has one access. The future of signalization at 50<sup>th</sup> Street and Manning is dependent on connectivity of neighborhoods. The County has made it clear that if the City does not have interconnected neighborhoods, they will not invest in signalization.

There was a new plan for the development submitted today that is in response to negotiations with the Heckers. Nothing has been finalized, as those negotiations are ongoing. Those negotiations include agreeing to screening to the north of the Hecker property and access management on 50<sup>th</sup> Street for driveway access to the Legends entrance. There is no park shown on this plan to connect to the Sanctuary Park as the slopes are high. There are 5 standards for open space in this type of development. There should be conservation easements, contiguous parcels not less than 10 acres (60% must meet this standard), maintained for the purposes for which it is set aside, maintained by the HOA and contiguous with adjacent open space. Buffering is still an issue to the Hecker parcel. The road and 3 parcels violate this setback. This is not fully resolved with the Heckers. This can be waived by 4/5 vote of the Council.

Parks is recommending to construct a trail to the Sanctuary Park and the rest of the dedication will be cash in lieu of park dedication. The City Engineer is recommending 50<sup>th</sup> street right of way and a trail.

The deviations from the OP Ordinance for this plan are that the homes are on the least fertile soils, Lots 4, 32 and 37 and entrance road are within the buffer area. The deviations require a 4/5 vote. Phase I is going to start to the North. Staff is recommending a condition that construction traffic access the site off of 50<sup>th</sup> street.

Haggard asked if the ghost lots were factored in for the open space. Wensman stated that they were not. Haggard asked about the trail maintenance. Wensman stated that it is in the public right of way and would be the City's responsibility.

Todd Erickson, representing Landucci Homes, talked about the trail system and the connection to the Sanctuary Park. They are concerned about connecting the Legends road to the Wedding venue driveway. Erickson stated that they are close to an agreement with the Heckers. He discussed some of the issues with the individual septic systems.

Public Hearing opened at 9:31 pm.

Carolyn Cary, 5701 Linden Ave, the roads in Sanctuary are narrow. They are curvy and have many blindspots. There are a lot of pedestrians and kids and others riding bikes, etc. in the street. The trail system in Sanctuary is shared with Carriage Station and will be shared with Legends. Any additional traffic will affect this trail system. She would like to see a trail connection and cul-de-sac rather than a connected road.

Michelle Chickett, 5711 Linden Ave, she agrees with previous speaker. She would like to refer to the ordinance that talks about the distinct neighborhoods. She thinks a Cul-de-sac is a good compromise. She presented MNDot data regarding the intersection at Manning.

Pamela Chickett, 5711 Linden Ave, she agrees with the previous speakers. She would like their neighborhood to be distinct and separate. She thinks there is more of a safety concern by making that a through street because it places the children in the neighborhood at risk.

Todd Nimmo, 11679 58<sup>th</sup> Street, he is opposed to Linden Ave going through. He believes that the dangers of running this road through far outweigh the benefits.

Danny Hecker, 11658 50<sup>th</sup> Street, they are heavily impacted on 2 sides by this development. They are not ok with the buffer setbacks being violated, but they have had some good conversations with Nate regarding options. They would prefer to keep their driveway, but that may not be an option.

Jessica Erickson, 5760 Lily Ave, she is opposed to the connection of Linden Ave for safety reasons. Their neighborhood is safe and peaceful, but increasing the traffic will change the feel of the development.

Mark Cotton, 11797 56<sup>th</sup> Street, agrees with previous comments.

Ben Backberg, 5693 Linden Ave, his lot is the closest lot that would be impacted by Linden going through. The research from MNDot is that the Manning intersection is one of the worst in the state. Lake Elmo only owns a portion of the road and Stillwater Township owns the rest.

Charles Cadenhear, 12190 Marquess Lane, he is a civil engineer and believes that MNDot will be required to provide access during construction times. He does not feel there is a need for a connection for those 2 developments.

There were 14 written comments received via email today. In effect, they are the same comments previously heard. Wensman read the names into the record and they will be attached to the minutes.

Public Hearing Closed at 10:10 pm.

Williams does not think it is clear in the staff report what the findings are. He would like to propose some findings as follows: 1) that the concept plan is consistent with the Comprehensive plan 2) Concept plan provides acceptable compromise of lot location and design 3) plan meets the density and open space requirements of the open space standards 4) the plan requires relaxation of the OP development standards in the following areas a) buffer encroachment of lots 32, 37 & 38 in the plan dated February 22, 2016 b) buffer encroachment of the entrance road by the Hecker property.

Larson wanted to know if the Cul-de-sac would impact the number of lots in the development. Landucci stated that at the last Planning Commission, they were directed to provide the connection. They could rework the Cul-de-Sac and it would not affect their lots. They are willing to go either way.

Williams is not comfortable with the idea of a Cul-de-Sac being this long. The City code does not allow it to be longer than 600 feet. He feels that it is not uncommon for there to be increased traffic when developments happen around them. There was a paved road planned to be connected when Sanctuary went in and he feels it should go through.

Haggard is torn in regards to the road going through. She believes if there is a connection, the roads in Sanctuary need to be maintained better. She asked about the



Cul-de-sac and if the City Engineer had comments about that. Wensman stated that they are not in favor as they are harder to maintain and snow plow. Lundquist asked about a round about to slow traffic. Erickson stated that roundabouts are typically used at a 4 way intersection, but they could look into that.

Larson stated that there a number of options to use to slow traffic like treads and bump outs.

Williams is suggesting an additional condition to read “to file an agreement with the City, between the developer and the Hecker family for a driveway from the new road and the buffer encroachments”.

Williams is also concerned about the configuration of the open space. There are a lot of long thin outlots that he does not feel meets the spirit of the ordinance. Haggard had the same concern and adding the ghost lots, will take some of the open feeling away. Kreimer is ok with it as shown as these are larger lots which makes it harder to accommodate the open space.

There is concern about the driveway for lot 40 from an access management standpoint. The Heckers are being required to remove their driveway and this lot might be creating the same sort of situation.

M/S/P: Williams/Haggard recommend approval of the Legends concept plan dated 1/25/16, based on the findings of fact as earlier discussed, and with the conditions as listed in the staff report, with the additional one regarding the agreement with the Heckers, **Vote 6-1, motion carried.** Dunn voted no as there are many developments with only one exit and entrance such as the Forest, Tana Ridge and Fields of St. Croix.

M/S/P: Williams/Lundquist, move to amend the motion to include the trail shown in the northwest corner on the concept plan dated 2/22/16 as part of the concept plan, **Vote 7-0, motion carried unanimously.**

#### **Business item - Final Plat –Savona 4th**

Wensman started his presentation regarding Savona 4<sup>th</sup> which is the final phase of the Lennar development. This phase is for 78 single family lots over 20.4 acres. This phase will complete 5<sup>th</sup> street from Keats to Boulder Ponds. This phase is LDR. The issues to discuss are setbacks, lot fit, landscaping and agreements. The setback issue is that LDR setback is principal building 10 feet and garage 5 feet. If there is living space behind the garage, what do you do? Preliminary Plat report talks about averaging. How should we move forward? Lot fit is that they lost some lots due to ponding and other issues and they are adding back 2 lots in this phase. They seem to still meet the requirements and staff feels it is acceptable. They would like to use the boulders from their development

for landscaping. The City engineer wants to review to ensure there is no problem getting to storm ponds. There are a number of agreements that need to be resolved.

Paul Tabone, Lennar, explained the phasing of the trail. He spoke about the lot fit and the setback issue. Lennar would like to continue with the setbacks that they used in 1<sup>st</sup>, 2<sup>nd</sup> and 3<sup>rd</sup> addition in 4<sup>th</sup> addition. He touched on adding 2 lots which conforms to the Preliminary Plat. They are working on finalizing the landscape plan. Tabone stated that they are meeting with staff next week to discuss the agreements. He explained some of the issues they are trying to work through.

Kreimer is concerned about the street names. They are not in a good sequence. It was in the Fire Chiefs comments. He would like the street names to be reviewed.

Williams would like 2 minor changes to the draft findings. On the 4<sup>th</sup> bullet point, he would like to add after requested by the City Landscape Architect the words "letter dated 2/10/16." On the last bullet after requested by the City Engineer the words "letter dated 2/15/16."

M/S/P: Williams/Larson, move to recommend approval of the Final Plat for Savona 4<sup>th</sup> addition with draft findings and conditions of approval included in staff report and as amended, **Vote 6-0, motion carried unanimously.** (Haggard left meeting early).

M/S/F: Williams/Larson, move that the Planning Commission endorse using aerially spaced boulders in erosion control structures pursuant to the landscape architect approval, **Vote 1-5, motion fails.**

M/S/P: Kreimer/Dunn, move that the Planning Commission endorse using boulders in erosion control structures pursuant to the landscape architect approval, **Vote 6-0, motion carried unanimously.**

M/S/P: Williams/Kreimer, move that the Planning Commission endorse the 7.5 foot average setback for Savona 4<sup>th</sup> addition and that in no case should living space be closer than 7.5 feet and also that the code be changed to increase the lot width and change the setbacks for future developments, **Vote 6-0, motion carried unanimously.**

Commission discussed increasing lot size and lot width from 65-70 and being strict with setbacks to 10 feet.

#### **Council Updates – February 16, 2016 Meeting**

1. Commercial Wedding Ceremony Ordinance – Passed.
2. Commercial Weding IUP – Passed.
3. ZTA Senior Living – Passed.
4. Arbor Glen – Rezoning & Conditional Use Permit – Passed.
5. Appointment of Kristina Lundquist as 2<sup>nd</sup> Alternate.

**Staff Updates**

1. Upcoming Meetings
  - a. March 14, 2016
  - b. March 28, 2016

***Commission Concerns***

Lundquist is concerned about people driving on the walking path on 55<sup>th</sup> street. She would like to either see the road opened back up or to see it clearly marked as a trail.

Dunn wants us to stay on top the transportation issues so that people have safe access to highway 5 and highway 36.

Meeting adjourned at 12:27 pm

Respectfully submitted,

Joan Ziertman  
Planning Program Assistant



## MAYOR AND COUNCIL COMMUNICATION

DATE: May 3, 2016

**REGULAR**

ITEM #: 15

**MOTION**

**AGENDA ITEM:** Exempting Fish Houses from requirement that no accessory structure be constructed prior to principal structure on a lot.

**SUBMITTED BY:** Stephen Wensman, Planning Director

**REVIEWED BY:** Councilmember Lundgren

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### **SUMMARY AND BACKGROUND:**

Councilmember Lundgren is requesting that the City Council direct Staff to amend the City's Accessory Structure ordinance to exempt "fish houses" that are 120 square feet or less in size from the requirement that principal structures be constructed on lots prior to accessory structures in the Rural Residential Zoning District. The ordinance amendment being requested would allow "fish houses" of 120 square feet or less in size to be constructed and stored on lots in the Rural Residential zoning district without having to first construct a principal structure. Fish house are considered "water oriented accessory structures" in the Lake Elmo City Code. Accessory structures, by definition, are accessory to principal structures or uses of property. The existing Accessory Structure Ordinance strictly prohibits any accessory structure from being constructed on a lot until a building permit has been issued for a principal structure.

### **ISSUE BEFORE COUNCIL:**

The issue is whether an ordinance amendment is warranted to allow fish houses to be constructed on a lot prior to the principal structure.

### **PROPOSAL DETAILS/ANALYSIS:**

Fish houses are considered to be water oriented accessory structures in the Lake Elmo City Code. By City Code, no accessory structure can be constructed until a building permit has been issued for a primary structure on a lot. The code provision is typical in cities in order to maintain control over use of properties for storage and to protect the City against a proliferation of unwanted storage structures.

### **FISCAL IMPACT:**

Potential staff time addressing accessory storage building complaints.

### **OPTIONS:**

The City Council should consider whether to recommend having Staff and the Planning Commission amend the Accessory Structure Ordinance.

**RECOMMENDATION:**

Councilmember Lundgren is requesting that the City Council direct Staff and the Planning Commission to amend the City's Accessory Structure ordinance to exempt "fish houses" of a 120 square feet or less in size from the requirement that principal structures be constructed on lots prior to accessory structures in the Rural Residential Zoning District with the following motion:

***"Move to direct City Staff and the Planning Commission to amend the City's Accessory Structure ordinance to exempt "fish houses" of a 120 square feet or less in size from the requirement that principal structures be constructed on lots prior to accessory structures in the Rural Residential Zoning District."***



## MAYOR AND COUNCIL COMMUNICATION

DATE: May 3, 2016

**REGULAR**

ITEM #: 17

**MOTION**

**AGENDA ITEM:** Parliamentary Contract

**SUBMITTED BY:** Kristina Handt, City Administrator

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### **BACKGROUND:**

Council began having a parliamentarian attend and assist with Council meetings in late 2015. In January 2016, a three month contract was approved which expired April 30, 2016.

### **ISSUE BEFORE COUNCIL:**

Should the Council approve another contract with Kevin Wendt for parliamentarian services? If so, what should be the term of the contract?

### **PROPOSAL DETAILS/ANALYSIS:**

Two Council members have requested the parliamentarian be contracted for another three months so a copy of that contract is included in your packet. Nothing has changed in this contract from the previous one approved by the Council other than the dates.

Also included in your packet is a rate schedule as previously presented. If Council intends to keep the Parliamentarian for longer than 3 months, there could be additional cost savings by entering into a 6 month contract rather than 3.

### **FISCAL IMPACT:**

So far this year, the City has incurred just over \$8,500 in costs for the parliamentarian. The 2016 budget does not include any costs for a parliamentarian.

Going forward, cost may be reduced if meetings are shorter, particularly no more than 5 hours when the higher rate kicks in. This is now more likely given our ordinance changes that require the last agenda item to start before midnight. Also, Council could consider a longer contract in order to obtain a 25% discount as opposed to 15%.

### **OPTIONS:**

- 1) Approve a 3 month contract with Kevin Wendt
- 2) Approve a 6 month contract with Kevin Wendt
- 3) Approve a 1 month contract with Kevin Wendt
- 4) Do not approve a contract

# CITY OF LAKE ELMO, MINNESOTA

## CLIENT-PROFESSIONAL SERVICES AGREEMENT

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This AGREEMENT is made effective on **May 1, 2016** ("Effective Date") between the **CITY OF LAKE ELMO, MINNESOTA**, a Minnesota Municipal corporation (hereinafter referred to as the "CITY"), and **Kevin Wendt** Individual (hereinafter referred to as "CONSULTANT").

From time to time the CITY intends to engage CONSULTANT to provide Professional Services. This AGREEMENT sets forth the general terms and conditions which shall govern the relationship and performance of the CITY and CONSULTANT.

In consideration of the foregoing recitals and following terms and conditions contained herein, the CITY and CONSULTANT agree as follows:

### ARTICLE 1: SERVICES OF THE CONSULTANT

#### 1.1 Scope of Services:

- A. The services to be provided by CONSULTANT shall be set forth in a written communication if outside the scope of parliamentary services for City Council Meetings.
- B. Professional Services will, in general, include parliamentary services for the CITY and related review prior to meetings
- C. This AGREEMENT is not a commitment by the CITY to CONSULTANT to request services beyond period of service listed below

### ARTICLE 2: PERIOD OF SERVICE AND TIMES FOR RENDERING SERVICES

2.1 Term: This AGREEMENT shall be effective and applicable for a **3 month period starting on May 1, 2016 and ending July 31, 2016**, subject, however, to termination by either party in accordance with ARTICLE 5.7.

2.2 The times for performing services shall be directed by the City Clerk.

### ARTICLE 3: COMPENSATION

3.1 Basis for Compensation: Compensation to CONSULTANT shall be as follows

|                                                                   |             |
|-------------------------------------------------------------------|-------------|
| Being the chair for meetings as a parliamentarian( up to 5 hours) | \$200.00/hr |
| Being the chair for meetings as a parliamentarian( over 5 hours)  | \$250.00/hr |
| Document Review                                                   | \$125.00/hr |
| Discount for 3 month commitment/contract                          | 15% off     |

3.2 Payments for Services

- A. *Preparation and Submittal of Invoices:* CONSULTANT shall prepare and submit invoices to the CITY on a monthly basis, unless otherwise mutually agreed. Invoices are due and payable within 45 days of receipt.
- B. *Unpaid Invoices:* All accounts unpaid after 45 days from the date of original invoice shall be subject to a service charge of 1.0% per month, with interest beginning to accrue 45 days after the date of receipt of the invoice. Payment will be credited first to any interest and then to principal.
- C. *Disputed Invoices:* If the CITY contests an invoice, the CITY shall advise CONSULTANT of the specific basis for doing so, may withhold only that portion so contested, and must pay the undisputed portion.

#### **ARTICLE 4: CITY'S RESPONSIBILITIES**

- 4.1 The CITY shall designate a person to act as the CITY's representative with respect to services to be rendered under this AGREEMENT. Unless otherwise designated in writing, the CITY's representative shall be the CITY ADMINISTRATOR. Such persons shall have authority to transmit instructions, receive instructions, receive information, interpret and define CITY's policies with respect to CONSULTANT's services, and render decisions relative to a specific project.
- 4.2 *Provide Access:* The CITY shall provide access to, and make provisions for CONSULTANT to enter upon public or private property as required to perform their work.
- 4.3 *Provide supporting documentation and Services:* The CITY shall provide all necessary information regarding its requirements as necessary for orderly progress of the work, including records, data, instructions, and requirements for completeness. .
- 4.4 The CITY shall be responsible for, and CONSULTANT may rely upon, the accuracy and completeness of all requirements, programs, instructions, reports, data, and other information furnished by the CITY to CONSULTANT pursuant to this AGREEMENT. CONSULTANT may use such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this AGREEMENT.

#### **ARTICLE 5: GENERAL CONSIDERATIONS**

- 5.1 *Standards and Parameters of Performance*
  - A. *Standard of Care:* The standard of care for all professional services performed or furnished by CONSULTANT under this AGREEMENT will be the care and skill ordinarily used by members of the subject profession practicing under like circumstances.
  - B. *Technical Accuracy:* CONSULTANT shall be responsible for the technical accuracy of his services and documents resulting therefrom, and CITY shall not be responsible for discovering deficiencies therein. CONSULTANT shall correct such deficiencies without additional compensation except to the extent such action is directly attributable to deficiencies in CITY-furnished information.



C. *Subconsultants*: CONSULTANT **may not** employ Subconsultants without prior approval of the City.

D. *Compliance with Laws and Regulations, and Policies and Procedures*: CONSULTANT and CITY shall comply with applicable Laws and Regulations and CITY mandated standards.

5.2 Independent Contractor: CONSULTANT is an independent contractor. The manner in which the services are performed shall be controlled by CONSULTANT; however, the nature of the services and the results to be achieved shall be specified by the CITY. All services provided by the CONSULTANT pursuant to this AGREEMENT shall be provided by the CONSULTANT as an independent contractor and not as an employee of the CITY for any purpose, including but not limited to: income tax withholding, workers' compensation, unemployment compensation, FICA taxes, and eligibility for employee benefits.

5.3 Insurance

A. CONSULTANT shall procure and maintain professional liability insurance for all damages arising out of the performance of services caused by an error, omission or negligent act for which CONSULTANT is legally liable. It shall be in an amount of not less than \$1,000,000 and require notice to the CITY before any cancellation or modification. All provisions relating to indemnification and insurance shall survive termination of this contract to the full extent required for the benefit of the parties.

B. CONSULTANT, on behalf of himself and his insurers, agrees to indemnify and hold the City harmless against all claims, losses, causes of action, and expenses, including legal expenses, arising from, or based in the whole, or in any part, on any negligent act or omission by CONSULTANT in the performance of work or services pursuant to this Agreement. The City shall not be liable for any loss suffered by the CONSULTANT due to personal injury or because of damage to, or destruction of, any property, or any loss of profits or other consequential damage or any inconveniences resulting from the theft, damage to, or destruction of personal property. City may, at its option, but with no obligation to do so, obtain insurance covering CONSULTANT against liability to third parties relative to CONSULTANT'S performance of this Contract. CONSULTANT shall be solely responsible for obtaining at his own expense, any insurance coverage which he may desire insuring himself against personal injury or property damage.

5.4 Data Practices Act Compliance: Data provided by CONSULTANT or created under this AGREEMENT shall be administered in accordance with the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13.

5.5 CONSULTANT shall comply with the Minnesota Data Practices Act and all other state and federal laws relating to data privacy or confidentiality. CONSULTANT will immediately report to the City any requests from third parties for information. The City will immediately notify CONSULTANT of any requests from third parties or the City for information.

5.6 Conflict of Interest: The CONSULTANT shall use best efforts in the performance of his services and professional obligations to avoid conflicts of interest and appearances of impropriety in representation of the CITY. In the event of a conflict, the CONSULTANT, with the consent of the CITY, shall arrange for suitable alternative representation.

5.7 Termination

- A. Either party may terminate this AGREEMENT upon thirty (30) days written notice.
- B. In like manner, if the entire AGREEMENT is terminated, copies of all remaining documents on file with the CONSULTANT shall also, upon request, be made available to the CITY pursuant to ARTICLE 5.4 upon receipt of payment of amounts due and owing CONSULTANT for any authorized work.

5.8 Controlling Law: This AGREEMENT is to be governed by the laws of the State of Minnesota.

5.9 Successors, Assigns, and Beneficiaries

- A. The CITY and CONSULTANT are hereby bound and the successors, executors, administrators, assigns, and legal representatives of the CITY and CONSULTANT are hereby bound to the other party to this AGREEMENT and to the successors, executors, administrators, assigns and legal representatives of such other party, in respect of all covenants, agreements, and obligations of this AGREEMENT.
- B. Neither the CITY nor CONSULTANT may assign, sublet, or transfer any rights under or interest in this AGREEMENT, or any portion thereof, without the written consent of the other party.
- C. Nothing under this AGREEMENT shall be construed to give any rights or benefits in this AGREEMENT to anyone other than the CITY and CONSULTANT.

5.10 Dispute Resolution

- A. The CITY and CONSULTANT agree to negotiate all disputes between them in good faith for a period of thirty (30) days from the date of notice prior to invoking other provisions of this AGREEMENT, or exercising their rights under law.

5.11 Notices: Any notice required under this AGREEMENT will be in writing, addressed to the appropriate party at its address on the signature page and given personally, by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.

5.12 Survival, Severability, Waiver

- A. *Survival:* All express representations, waivers, indemnifications, and limitations of liability included in this AGREEMENT will survive its completion or termination for any reason.
- B. *Severability:* Any provision or part of the AGREEMENT held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the CITY and CONSULTANT.
- C. *Waiver:* A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this AGREEMENT.

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT as of the date first above written.

Kevin Wendt

CITY OF LAKE ELMO, MINNESOTA

By \_\_\_\_\_

By \_\_\_\_\_

Mayor

By \_\_\_\_\_

City Clerk



6232 5<sup>th</sup> Avenue South • Richfield, MN 55423 • [info@kdwconsulting.com](mailto:info@kdwconsulting.com)

**Rate Schedule 1A**

| <b>Service</b>                                                            | <b>Rate per hour</b> |
|---------------------------------------------------------------------------|----------------------|
| Meeting - Governmental                                                    | \$200.00             |
| Document Review –<br>City Code of Ordinance, Agenda, Council Packet, etc. | \$125.00             |
|                                                                           |                      |
| DISCOUNT – 1 month contract                                               | 5%                   |
| DISCOUNT – 3 month contract                                               | 10%                  |
| DISCOUNT – 6 month contract                                               | 20%                  |

**Rate Schedule 1B**

| <b>Service</b>                                                            | <b>Rate per hour</b> |
|---------------------------------------------------------------------------|----------------------|
| Meeting – Governmental (Up to 5 hours)                                    | \$200.00             |
| Meeting – Governmental (Beyond 5 hours)                                   | \$250.00             |
| Document Review –<br>City Code of Ordinance, Agenda, Council Packet, etc. | \$125.00             |
|                                                                           |                      |
| DISCOUNT – 1 month contract                                               | 10%                  |
| DISCOUNT – 3 month contract                                               | 15%                  |
| DISCOUNT – 6 month contract                                               | 25%                  |

**SCHEDULE 2**

|                                            |           |
|--------------------------------------------|-----------|
| Sit with staff and rule on points of order | \$165/hr. |
| Document Review                            | \$100/hr  |

Both rate schedules include a 2 hour meeting minimum charge.