



MAYOR & COUNCIL COMMUNICATION

DATE: May 17, 2016
CONSENT
ITEM – PRESENTATIONS
MOTION - YES

AGENDA ITEM: Promotion of 2 Probationary Members Jeremy Penman and Brandan Peltier to Firefighter status

SUBMITTED BY: Greg Malmquist, Fire Chief

THROUGH: City Administrator, Kristina Handt

REVIEWED BY: City Administrator, Kristina Handt

SUGGESTED ORDER OF BUSINESS:

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

POLICY RECCOMENDER: Hiring process of fire department.

FISCAL IMPACT: Additional members on the payroll at full pay rates.

SUMMARY AND ACTION REQUESTED: Probationary members, Jeremy Penman and Brandan Peltier have successfully completed the requirements of Probation as follows: State Certified Firefighter I & II, State Certified Haz Mat Operations, First Responder and CPR. Approximately 200 hours of training. All the while maintaining their response requirements of Duty Crews, All Calls and Training.

Request motion to promote from Probationary Status to Firefighter.

Following Motion and Approval we will administer their Oath of Office and present them with their badge and helmet.

LEGISLATIVE HISTORY: Established hiring process of the fire department.

BACKGROUND INFORMATION (SWOT):

Strengths Addition of 2 trained Firefighters to the Department

Weaknesses

Opportunities Long term Firefighter to serve the community.

Threats Retention

RECOMMENDATION:

MOTION to approve promotion of Jeremy Penman and Brandan Peltier from Probationary status to Firefighter.

Following approval we will administer the Oath of Office and present the new Firefighters with their helmets and badges.



MAYOR & COUNCIL COMMUNICATION

DATE: May 17, 2016
CONSENT
ITEM #3
MOTION

AGENDA ITEM: Approve Disbursements in the amount of \$733,432.19

SUBMITTED BY: Patty Baker, Accountant

THROUGH: Cathy Bendel, Finance Director

REVIEWED BY: Cathy Bendel, Finance Director

SUGGESTED ORDER OF BUSINESS:

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

POLICY RECOMMENDER: Finance

FISCAL IMPACT: \$733,432.19

SUMMARY AND ACTION REQUESTED: As part of its Consent Agenda, the City Council is asked to approve disbursements in the amount of \$733,432.19. 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	\$ 15,084.85	Payroll Taxes to IRS & MN Dept of Revenue 05/12/16
ACH	\$ 7,230.89	Payroll Retirement to PERA 05/12/16
ACH	\$ 1,200.00	Payroll Retirement to ICMA 05/12/16
DD7159-DD7212	\$ 37,547.37	Payroll (Direct Deposits) 05/12/16
44292-44360	\$ 672,309.08	Accounts Payable 05/17/16
2759	\$ 60.00	Library Card Reimbursement 05/17/16
TOTAL	\$ 733,432.19	

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 \$733,432.19.

ATTACHMENTS:

1. Accounts Payable – check registers

Handwritten initials

Accounts Payable To Be Paid Proof List

User: PattyB

Printed: 05/12/2016 - 1:12 PM

Batch: 002-05-2016

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
ADVGR Advanced Graphix, Inc. 194554 101-420-2220-44040	05/06/2016 Repairs/Maint Eqpt	180.00	0.00	05/17/2016	Reapply graphics after repairs		-	No		0000
	194554 Total: ADVGR Total:	180.00 180.00								
AMAZONIN Amazon Inc 206-450-5300-42500	04/10/2016 Library Collection Maintenance	707.27	0.00	05/17/2016	Adult, teen and kids books		-	No		0000
206-450-5300-42000	04/10/2016 Office Supplies	192.32	0.00	05/17/2016	Operating supplies		-	No		0000
206-450-5300-42500	04/10/2016 Library Collection Maintenance	14.99	0.00	05/17/2016	Program supplies		-	No		0000
	Total: AMAZONIN Total:	914.58 914.58								
AMDAHL Chris Amdahl Locksmith, Inc 12409 101-420-2220-44010	05/05/2016 Repairs/Maint Bldg	203.00	0.00	05/17/2016	Repair 2 service doors, Station 2		-	No		0000
	12409 Total: AMDAHL Total:	203.00 203.00								
ANIMALHU Animal Humane Society 5969 101-420-2700-43150	04/30/2016 Contract Services	525.00	0.00	05/17/2016	Animal Impound Fees 1-1/16-4/1/16		-	No		0000
	5969 Total: ANIMALHU Total:	525.00 525.00								
BAKERTAY Baker & Taylor 2031910409 206-450-5300-42500	04/13/2016 Library Collection Maintenance	9.39	0.00	05/17/2016	Books		-	No		0000

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
2031910410	04/13/2016	9.39								
	2031910409 Total:	12.74	0.00	05/17/2016	Books		-		No	0000
206-450-5300-42500	Library Collection Maintenance									
	2031910410 Total:	12.74								
2031910411	04/13/2016	79.13	0.00	05/17/2016	Books		-		No	0000
206-450-5300-42500	Library Collection Maintenance									
	2031910411 Total:	79.13								
2031910412	04/13/2016	299.83	0.00	05/17/2016	Books		-		No	0000
206-450-5300-42500	Library Collection Maintenance									
	2031910412 Total:	299.83								
203193136	04/22/2016	50.26	0.00	05/17/2016	Books		-		No	0000
206-450-5300-42500	Library Collection Maintenance									
	203193136 Total:	50.26								
2031943132	04/22/2016	12.99	0.00	05/17/2016	Books		-		No	0000
206-450-5300-42500	Library Collection Maintenance									
	2031943132 Total:	12.99								
2031943133	04/22/2016	20.70	0.00	05/17/2016	Books		-		No	0000
206-450-5300-42500	Library Collection Maintenance									
	2031943133 Total:	20.70								
2031943134	04/22/2016	12.99	0.00	05/17/2016	Books		-		No	0000
206-450-5300-42500	Library Collection Maintenance									
	2031943134 Total:	12.99								
2031943135	04/22/2016	247.78	0.00	05/17/2016	Books		-		No	0000
206-450-5300-42500	Library Collection Maintenance									
	2031943135 Total:	247.78								
2031962044	04/28/2016	63.76	0.00	05/17/2016	Books		-		No	0000
206-450-5300-42500	Library Collection Maintenance									
	2031962044 Total:	63.76								
2031962045	04/28/2016	173.31	0.00	05/17/2016	Books		-		No	0000
206-450-5300-42500	Library Collection Maintenance									
	2031962045 Total:	173.31								
2031962046	04/28/2016	15.51	0.00	05/17/2016	Books		-		No	0000
206-450-5300-42500	Library Collection Maintenance									
	2031962046 Total:	15.51								
2031986158	05/12/2016	13.58	0.00	05/17/2016	Books		-		No	0000
206-450-5300-42500	Library Collection Maintenance									
	2031986158 Total:	13.58								
2031986159	05/12/2016	14.95	0.00	05/17/2016	Books		-		No	0000
206-450-5300-42500	Library Collection Maintenance									
	2031986159 Total:	14.95								
2031986160	05/12/2016	19.94	0.00	05/17/2016	Books		-		No	0000
206-450-5300-42500	Library Collection Maintenance									
	2031986160 Total:	19.94								
2031986161	05/12/2016	153.23	0.00	05/17/2016	Books		-		No	0000
206-450-5300-42500	Library Collection Maintenance									

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
	2031986161 Total:	153.23								
2031986162	05/12/2016	304.63	0.00	05/17/2016	Books		-	No		0000
	Library Collection Maintenance									
	2031986162 Total:	304.63								
	BAKERTAY Total:	1,504.72								
BARNHART Barnhart Norm										
	02/12/2016	250.00	0.00	05/17/2016	Library Program		-	No		0000
	Library Collection Maintenance									
	Total:	250.00								
	BARNHART Total:	250.00								
BIFFS Biff's Inc.										
	04/27/2016	251.74	0.00	05/17/2016	Portable Restrooms - Parks		-	No		0000
	Rentals - Buildings									
	W594448-594457 Total:	251.74								
	BIFFS Total:	251.74								
BOYER Boyer Trucks										
	05/04/2016	191.93	0.00	05/17/2016	Parts - Plow truck		-	No		0000
	Equipment Parts									
	1055424 Total:	191.93								
	BOYER Total:	191.93								
BRO Brodart Company										
	01/28/2016	337.56	0.00	05/17/2016	Audio Book cases		-	No		0000
	Library Collection Maintenance									
	425172 Total:	337.56								
	02/01/2016	2,480.40	0.00	05/17/2016	Magazine Shelving		-	No		0000
	Library Collection Maintenance									
	425412 Total:	2,480.40								
	BRO Total:	2,817.96								
BUBERL Buberl Black Dirt, Inc										
	05/03/2016	486.75	0.00	05/17/2016	Pebble park		-	No		0000
	Improvements Other Than Bldgs									
	18064 Total:	486.75								
	BUBERL Total:	486.75								

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
CAMPION Campion Barrows & Assoc. Corp 15751 04/30/2016 101-420-2220-43050 Physicals 15751 Total: CAMPION Total:		415.00 415.00 415.00	0.00	05/17/2016	Psych Eval - Galuska		-	No		0000
CARQUEST Car Quest Auto Parts 6971-571166 04/29/2016 101-430-3100-42120 Fuel, Oil and Fluids 6971-571166 Total: CARQUEST Total:		28.68 28.68 28.68	0.00	05/17/2016	Oil		-	No		0000
CB & I CB & I Constructors, Inc. Pay Request 1 05/09/2016 601-494-9400-43030 Engineering Services Pay Request 1 Total: CB & I Total:		45,505.00 45,505.00 45,505.00	0.00	05/17/2016	Project 2015-130 Inwood Water Tower		-	No		0000
CENTPOW Century Power Equipment 687335 05/10/2016 101-450-5200-44040 Repairs/Maint Eqpt 687335 Total: 687445 05/11/2016 101-450-5200-44040 Repairs/Maint Eqpt 687445 Total: CENTPOW Total:		73.80 73.80 112.74 112.74 186.54	0.00 0.00 0.00	05/17/2016 05/17/2016	Parts Parts		- -	No No		0000 0000
CENTURYL CenturyLink 04192016 04/19/2016 206-450-5300-43210 Telephone 04192016 04/19/2016 206-450-5300-43250 Internet 04192016 Total: CENTURYL Total:		113.88 115.00 228.88 228.88	0.00 0.00	05/17/2016 05/17/2016	Phone service - Library Internet Service - Library		- -	No No		0000 0000
COMCAST Comcast 04/27/2016 101-420-2220-44300 Miscellaneous Total:		7.90 7.90	0.00	05/17/2016	Monthly Service		-	No		0000

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
COMCAST Total:		7.90								
CTYBLOOM City of Bloomington										
April 16	04/30/2016	31.50	0.00	05/17/2016	Lab Bacteria Testing - April 2016		-	No		0000
601-494-9400-42270	Utility System Maintenance									
	April 16 Total:	31.50								
	CTYBLOOM Total:	31.50								
CTYOAKDA City of Oakdale										
April 2016	04/30/2016	7,000.00	0.00	05/17/2016	New Connections - April 2016 - Water		-	No		0000
601-000-0000-20803	WAC due Oakdale									
	April 2016 Total:	7,000.00								
	CTYOAKDA Total:	7,000.00								
CTYOAKDP City of Oakdale										
10000460-01	04/30/2016	4,409.73	0.00	05/17/2016	Water meter South Pit 4/05-5/01/16		-	No		0000
601-494-9400-43820	Water Utility									
	10000460-01 Total:	4,409.73								
	CTYOAKDP Total:	4,409.73								
DEMCO Demco										
5821878	03/08/2016	82.71	0.00	05/17/2016	Label protectors		-	No		0000
206-450-5300-42500	Library Collection Maintenance									
	5821878 Total:	82.71								
	DEMCO Total:	82.71								
ELAMMERS Eckberg Lammers, P.C.										
04 2016	04/30/2016	3,501.45	0.00	05/17/2016	Prosecution		-	No		0000
101-420-2150-43045	Attorney Criminal									
	04 2016 Total:	3,501.45								
	ELAMMERS Total:	3,501.45								
FOCUS Focus Engineering, Inc.										
2698-2702	05/02/2016	355.00	0.00	05/17/2016	Building		-	No		0000
101-420-2400-43030	Engineering									
2698-2702	05/02/2016	202.50	0.00	05/17/2016	PW		-	No		0000
101-430-3100-43030	Engineering Services									
2698-2702	05/02/2016	3,168.75	0.00	05/17/2016	General		-	No		0000
101-410-1930-43030	Engineering Services									

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
2698-2702	05/02/2016	720.00	0.00	05/17/2016	Planning		-	No		0000
101-410-1910-43030	Engineering Services									
2698-2702	05/02/2016	626.25	0.00	05/17/2016	ROW		-	No		0000
101-430-3100-43030	Engineering Services									
2698-2702 Total:		5,072.50								
2703	05/02/2016	2,634.16	0.00	05/17/2016	Water		-	No		0000
601-494-9400-43030	Engineering Services									
2703	05/02/2016	547.50	0.00	05/17/2016	Sewer		-	No		0000
602-495-9450-43030	Engineering Services									
2703	05/02/2016	310.00	0.00	05/17/2016	SW		-	No		0000
603-496-9500-43030	Engineering Services									
2703 Total:		3,491.66								
2704	05/02/2016	30.00	0.00	05/17/2016	Trans & Traffic		-	No		0000
409-480-8000-43030	Engineering Services									
2704	05/02/2016	266.48	0.00	05/17/2016	Street Maintenance		-	No		0000
409-480-8000-43030	Engineering Services									
2704	05/02/2016	247.50	0.00	05/17/2016	Muni Aid		-	No		0000
409-480-8000-43030	Engineering Services									
2704	05/02/2016	120.00	0.00	05/17/2016	Capital Planning		-	No		0000
409-480-8000-43030	Engineering Services									
2704 Total:		663.98								
2705	05/02/2016	870.00	0.00	05/17/2016	CSAH 15		-	No		0000
602-495-9450-43030	Engineering Services									
2705 Total:		870.00								
2706	05/02/2016	65.00	0.00	05/17/2016	LE Ave Trunk Watermain		-	No		0000
601-494-9400-43030	Engineering Services									
2706 Total:		65.00								
2707	05/02/2016	12,606.73	0.00	05/17/2016	LE Ave Corridor Improvements		-	No		0000
409-480-8000-43030	Engineering Services									
2707 Total:		12,606.73								
2708	05/02/2016	1,281.99	0.00	05/17/2016	Inwood Booster Station		-	No		0000
601-494-9400-43030	Engineering Services									
2708 Total:		1,281.99								
2709	05/02/2016	9,871.74	0.00	05/17/2016	Inwood Trunk Watermain		-	No		0000
601-494-9400-43030	Engineering Services									
2709 Total:		9,871.74								
2710	05/02/2016	450.00	0.00	05/17/2016	Eagle Point Blvd		-	No		0000
409-480-8000-43030	Engineering Services									
2710 Total:		450.00								
2711	05/02/2016	510.00	0.00	05/17/2016	CSAH 13		-	No		0000
409-480-8000-43030	Engineering Services									
2711 Total:		510.00								
2712	05/02/2016	9,680.89	0.00	05/17/2016	2016 Street Improvements		-	No		0000
409-480-8000-43030	Engineering Services									
2712 Total:		9,680.89								

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
2713	05/02/2016	1,173.75	0.00	05/17/2016	Inwood Water Tower		-	No		0000
601-494-9400-43030	Engineering Services									
	2713 Total:	1,173.75								
2714	05/02/2016	326.25	0.00	05/17/2016	2016 Seal Coat		-	No		0000
409-480-8000-43030	Engineering Services									
	2714 Total:	326.25								
2715	05/02/2016	1,020.78	0.00	05/17/2016	2016 Crack Seal Coat		-	No		0000
409-480-8000-43030	Engineering Services									
	2715 Total:	1,020.78								
2716	05/02/2016	2,562.50	0.00	05/17/2016	OV Phase 2		-	No		0000
409-480-8000-43030	Engineering Services									
	2716 Total:	2,562.50								
2717	05/02/2016	130.00	0.00	05/17/2016	Village East Trunk Sewer		-	No		0000
803-000-0000-22910	Developer Payments									
	2717 Total:	130.00								
2718	05/02/2016	45.00	0.00	05/17/2016	Lennar		-	No		0000
803-000-0000-22910	Developer Payments									
	2718 Total:	45.00								
2719	05/02/2016	845.26	0.00	05/17/2016	Boulder Ponds		-	No		0000
803-000-0000-22910	Developer Payments									
	2719 Total:	845.26								
2720	05/02/2016	110.00	0.00	05/17/2016	Hammes		-	No		0000
803-000-0000-22910	Developer Payments									
	2720 Total:	110.00								
2721	05/02/2016	90.00	0.00	05/17/2016	Hunters Crossing		-	No		0000
803-000-0000-22910	Developer Payments									
	2721 Total:	90.00								
2722	05/02/2016	1,983.98	0.00	05/17/2016	Wildflower		-	No		0000
803-000-0000-22910	Developer Payments									
	2722 Total:	1,983.98								
2723	05/02/2016	1,508.14	0.00	05/17/2016	Village Preserve		-	No		0000
803-000-0000-22910	Developer Payments									
	2723 Total:	1,508.14								
2724	05/02/2016	367.22	0.00	05/17/2016	Easton Village		-	No		0000
803-000-0000-22910	Developer Payments									
	2724 Total:	367.22								
2725	05/02/2016	1,231.32	0.00	05/17/2016	Inwood		-	No		0000
803-000-0000-22910	Developer Payments									
	2725 Total:	1,231.32								
2726	05/02/2016	784.58	0.00	05/17/2016	Hunter Crossing II		-	No		0000
803-000-0000-22910	Developer Payments									
	2726 Total:	784.58								
2727	05/02/2016	8,076.18	0.00	05/17/2016	Savona III		-	No		0000
803-000-0000-22910	Developer Payments									
	2727 Total:	8,076.18								

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
2728	05/02/2016	2,032.94	0.00	05/17/2016	Auto Owners		-	No		0000
803-000-0000-22910	Developer Payments									
	2728 Total:	2,032.94								
2729	05/02/2016	2,028.47	0.00	05/17/2016	ISD 916		-	No		0000
803-000-0000-22910	Developer Payments									
	2729 Total:	2,028.47								
2730	05/02/2016	120.00	0.00	05/17/2016	Arbor Glen		-	No		0000
803-000-0000-22910	Developer Payments									
	2730 Total:	120.00								
2731	05/02/2016	1,366.25	0.00	05/17/2016	Savon IV		-	No		0000
803-000-0000-22910	Developer Payments									
	2731 Total:	1,366.25								
2732	05/02/2016	1,317.50	0.00	05/17/2016	Inwood 3rd		-	No		0000
803-000-0000-22910	Developer Payments									
	2732 Total:	1,317.50								
2733	05/02/2016	1,717.50	0.00	05/17/2016	Boulder Ponds II		-	No		0000
803-000-0000-22910	Developer Payments									
	2733 Total:	1,717.50								
2734	05/02/2016	910.00	0.00	05/17/2016	Village Preserve II		-	No		0000
803-000-0000-22910	Developer Payments									
	2734 Total:	910.00								
2735	05/02/2016	240.00	0.00	05/17/2016	The Royal Golf Course		-	No		0000
803-000-0000-22910	Developer Payments									
	2735 Total:	240.00								
	FOCUS Total:	74,552.11								
<hr/>										
GFOA Gov. Finance Officers Assn										
148809	05/02/2016	170.00	0.00	05/17/2016	Annual Dues		-	No		0000
101-410-1520-44330	Dues & Subscriptions									
	148809 Total:	170.00								
	GFOA Total:	170.00								
<hr/>										
GKSERVIC G&K Services										
1182668991	04/27/2016	35.15	0.00	05/17/2016	Uniforms		-	No		0000
101-430-3100-44170	Uniforms									
	1182668991 Total:	35.15								
1182680433	05/04/2016	34.63	0.00	05/17/2016	Uniforms		-	No		0000
101-430-3100-44170	Uniforms									
	1182680433 Total:	34.63								
	GKSERVIC Total:	69.78								

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
Gophseal Gopher State Sealcoat Inc.										
15725	05/03/2016	29,828.00	0.00	05/17/2016	2016 Crack Seal Project - Final		-	No		0000
101-430-3100-42250	Landscaping Materials	29,828.00								
	15725 Total:	29,828.00								
	Gophseal Total:	29,828.00								
HANDT Handt Kristina										
101-410-1320-43310	05/09/2016 Mileage	48.32	0.00	05/17/2016	Mileage and parking		-	No		0000
	Total:	48.32								
	HANDT Total:	48.32								
HOLIDAYC Holiday Credit Office										
101-420-2220-42120	04/15/2016 Fuel, Oil and Fluids	105.36	0.00	05/17/2016	Fuel		-	No		0000
	Total:	105.36								
	HOLIDAYC Total:	105.36								
INNOVAT Innovative Office Solutions										
1166041	04/28/2016 Office Supplies	13.30	0.00	05/17/2016	Supplies		-	No		0000
101-410-1320-42000	1166041 Total:	13.30								
1175555	05/06/2016 Wensman - nameplate	21.78	0.00	05/17/2016	Supplies		-	No		0000
101-410-1910-42000	05/06/2016 Sonsalla - nameplate	21.77	0.00	05/17/2016	Supplies		-	No		0000
1175555	05/06/2016 Office Supplies	43.55	0.00	05/17/2016	Supplies		-	No		0000
101-410-1320-42000	1175555 Total:	111.54								
11770018	04/28/2016 Toner	58.18	0.00	05/17/2016	Supplies		-	No		0000
101-420-2220-42000	04/28/2016 Office Supplies	169.72	0.00	05/17/2016	Supplies		-	No		0000
11770018	04/28/2016 Office Supplies	226.57	0.00	05/17/2016	Supplies		-	No		0000
101-410-1320-42000	11770018 Total:	326.65								
	INNOVAT Total:	326.65								
JANIKING Jani-King of Minnesota, Inc										
MIN05160381	05/01/2016 Cleaning Services - City Hall	326.65	0.00	05/17/2016	Cleaning Services - City Hall		-	No		0000
101-410-1940-44010	Repairs/Maint Contractual Bldg	326.65								
	MIN05160381 Total:	326.65								
	JANIKING Total:	326.65								

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
kathfuel Kath Fuel Oil Service Co										
552624	04/29/2016	862.00	0.00	05/17/2016	Fuel		-	No		0000
101-430-3100-42120	Fuel, Oil and Fluids	862.00								
	552624 Total:	862.00								
	kathfuel Total:									
KWIK Kwik Trip Inc										
814577	05/02/2016	17.85	0.00	05/17/2016	Fuel		-	No		0000
101-420-2220-42120	Fuel, Oil and Fluids	17.85								
	814577 Total:	17.85								
	KWIK Total:									
LARSON Larson Diesel Service, Corp										
160429008	04/29/2016	47.25	0.00	05/17/2016	Repairs		-	No		0000
101-430-3100-44040	Repairs/Maint Eqpt	47.25								
	160429008 Total:	47.25								
	LARSON Total:									
LENNAR Lennar Family of Builders										
2014-417	05/10/2016	5,000.00	0.00	05/17/2016	Escrow Refund 568 Juniper Ct N		-	No		0000
803-000-0000-22900	Deposits Payable	5,000.00								
	2014-417 Total:	5,000.00								
2014-708	05/10/2016	5,000.00	0.00	05/17/2016	Escrow Refund 528 Juniper Ct N		-	No		0000
803-000-0000-22900	Deposits Payable	5,000.00								
	2014-708 Total:	5,000.00								
2014-720	05/10/2016	5,000.00	0.00	05/17/2016	Escrow Refund 9853 7th St N		-	No		0000
803-000-0000-22900	Deposits Payable	5,000.00								
	2014-720 Total:	5,000.00								
2015-118	05/10/2016	5,000.00	0.00	05/17/2016	Escrow Refund 765 Juniper Ave		-	No		0000
803-000-0000-22900	Deposits Payable	5,000.00								
	2015-118 Total:	5,000.00								
2015-362	05/10/2016	5,000.00	0.00	05/17/2016	Escrow Refund 9703 7th St N		-	No		0000
803-000-0000-22900	Deposits Payable	5,000.00								
	2015-362 Total:	5,000.00								
2015-383	05/10/2016	5,000.00	0.00	05/17/2016	Escrow Refund 9822 7th St N		-	No		0000
803-000-0000-22900	Deposits Payable	5,000.00								
	2015-383 Total:	5,000.00								
2015-408	05/10/2016	5,000.00	0.00	05/17/2016	Escrow Refund 9719 7th St N		-	No		0000
803-000-0000-22900	Deposits Payable	5,000.00								
	2015-408 Total:	5,000.00								
2015-415	05/10/2016	5,000.00	0.00	05/17/2016	Escrow Refund 9733 7th St N		-	No		0000
803-000-0000-22900	Deposits Payable	5,000.00								
	2015-415 Total:	5,000.00								

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
2015-99	05/10/2016	5,000.00	0.00	05/17/2016	Escrow Refund 9786 7th St N		-	No		0000
803-000-0000-22900	Deposits Payable									
	2015-99 Total:	5,000.00								
	LENNAR Total:	45,000.00								
LEOIL Lake Elimo Oil, Inc.										
	04/30/2016	407.00	0.00	05/17/2016	Fuel		-	No		0000
101-420-2220-42120	Fuel, Oil and Fluids									
	Total:	407.00								
	LEOIL Total:	407.00								
Lillie Newspapers Inc. Lillie Suburban										
	Acct 007148 04/29/2016	360.60	0.00	05/17/2016	Notices		-	No		0000
101-410-1320-43510	Legal Publishing									
	Acct 007148 Total:	360.60								
	Lillie Total:	360.60								
MANTYLA Mantyla Well Drilling, Inc										
	05/04/2016	486.75	0.00	05/17/2016	Repair parts - Pebble		-	No		0000
31998	Equipment Parts									
101-450-5200-42210										
	31998 Total:	486.75								
	MANTYLA Total:	486.75								
MARONEYS Maroney's Sanitation, Inc										
	05/06/2016	112.94	0.00	05/17/2016	City Hall		-	No		0000
623150	Refuse									
101-410-1940-43840										
	05/06/2016	49.71	0.00	05/17/2016	Trash - Fire		-	No		0000
623150	Refuse									
101-420-2220-43840										
	05/06/2016	216.67	0.00	05/17/2016	Trash - PW		-	No		0000
623150	Refuse									
101-430-3100-43840										
	05/06/2016	216.67	0.00	05/17/2016	Trash - Fire		-	No		0000
623150	Refuse									
101-420-2220-43840										
	05/06/2016	49.89	0.00	05/17/2016	Trash - Library		-	No		0000
623150	Refuse									
206-450-5300-43840										
	623150 Total:	645.88								
	MARONEYS Total:	645.88								
MCCMA Minnesota City/County Mgmt Ass										
	05/01/2016	129.00	0.00	05/17/2016	Membership - 5/1/16-4/30/17		-	No		0000
101-410-1320-44330	Dues & Subscriptions									
	05/01/2016 Total:	129.00								

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
	MCCMA Total:	129.00								
MENARDSO Menards - Oakdale										
2928	04/26/2016	84.98	0.00	05/17/2016	Shop supplies		-	No		0000
101-450-5200-42150	Shop Materials									
	2928 Total:	84.98								
2955	04/26/2016	10.00	0.00	05/17/2016	Office supplies		-	No		0000
101-450-5200-42000	Office Supplies									
	2955 Total:	10.00								
3211	04/29/2016	42.20	0.00	05/17/2016	Floor-dri		-	No		0000
101-420-2220-42400	Small Tools & Equipment									
	3211 Total:	42.20								
3436	05/03/2016	60.68	0.00	05/17/2016	Shop supplies		-	No		0000
101-450-5200-42150	Shop Materials									
	3436 Total:	60.68								
3529	05/04/2016	110.99	0.00	05/17/2016	Shop supplies		-	No		0000
101-450-5200-42150	Shop Materials									
	3529 Total:	110.99								
	MENARDSO Total:	308.85								
MENARDST Menards - Stillwater										
86238	04/28/2016	11.95	0.00	05/17/2016	Replace Thermostat - Stat 2		-	No		0000
101-420-2220-44010	Repairs/Maint Bldg									
	86238 Total:	11.95								
	MENARDST Total:	11.95								
METCOU Metropolitan Council										
1055001	05/03/2016	1,289.58	0.00	05/17/2016	Waste water services		-	No		0000
602-495-9450-43820	Sewer Utility - Met Council									
	1055001 Total:	1,289.58								
	METCOU Total:	1,289.58								
METSAC Metropolitan Council										
April 2016	05/01/2016	47,215.00	0.00	05/17/2016	SAC Charges - April 2016		-	No		0000
602-000-0000-20802	SAC due Met Council									
	April 2016 Total:	47,215.00								
Discount	05/01/2016	-472.15	0.00	05/17/2016	SAC Charges - April 2016 - Discount		-	No		0000
602-000-0000-37220	SAC Early Pay discount/revenue									
	Discount Total:	-472.15								
	METSAC Total:	46,742.85								

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close PO Line #
MILLEREX Miller Excavating, Inc.										
20491	04/30/2016	517.50	0.00	05/17/2016	Grader		-	No		0000
101-430-3120-43150	Contract Services									
	20491 Total:	517.50								
	MILLEREX Total:	517.50								
NORTHDAL Northdale Construction Co, INC										
Pay Request 1	05/09/2016	349,571.01	0.00	05/17/2016	Inwood Trunk Watermain Imp		-	No		0000
601-494-9400-43030	Engineering Services									
	Pay Request 1 Total:	349,571.01								
	NORTHDAL Total:	349,571.01								
NYTIMES THE NEW YORK TIMES										
890168271	04/17/2016	225.60	0.00	05/17/2016	Subscription		-	No		0000
206-450-5300-42500	Library Collection Maintenance									
	890168271 Total:	225.60								
	NYTIMES Total:	225.60								
OAKDRC Oakdale Rental Center										
109473	04/27/2016	67.40	0.00	05/17/2016	Propane		-	No		0000
101-430-3120-42250	Street Maintenance Materials									
	109473 Total:	67.40								
	OAKDRC Total:	67.40								
ONECALL Gopher State One Call										
6040485	04/30/2016	581.45	0.00	05/17/2016	Tickets		-	No		0000
101-430-3100-43150	Contract Services									
	6040485 Total:	581.45								
	ONECALL Total:	581.45								
OVERDRIV OverDrive, Inc										
Cd5219000104281	04/28/2016	2,000.00	0.00	05/17/2016	Deposit for Econtent Purchases		-	No		0000
206-450-5300-42500	Library Collection Maintenance									
	Cd5219000104281 Total:	2,000.00								
	OVERDRIV Total:	2,000.00								
PENWORTH The Penworthy Company										
0515285-IN	04/18/2016	908.31	0.00	05/17/2016	Books		-	No		0000
206-450-5300-42500	Library Collection Maintenance									
	0515285-IN Total:	908.31								

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
PENWORTH Total:		908.31								
PINKY Pinky's Sewer Service, Inc.										
74046	04/15/2016	100.00	0.00	05/17/2016	Pumped 2 tanks		-	No		0000
206-450-5300-44010 Repairs/Maint Bldg										
74046 Total:		100.00								
PINKY Total:		100.00								
PIONEERI Pioneer Rim & Wheel Company										
1-333042	04/29/2016	266.38	0.00	05/17/2016	Equipment repairs		-	No		0000
101-430-3100-44040 Repairs/Maint Eqpt										
1-333042 Total:		266.38								
PIONEERI Total:		266.38								
RAYANDER Ray Anderson & Son Co Inc										
2016-369	05/10/2016	2,000.00	0.00	05/17/2016	Refund Escrow 1796 Lake Elmo Ave		-	No		0000
803-000-0000-22900 Deposits Payable										
2016-369 Total:		2,000.00								
RAYANDER Total:		2,000.00								
RIVRCOOP River Country Cooperative										
	04/30/2016	149.30	0.00	05/17/2016	Fuel		-	No		0000
101-420-2220-42120 Fuel, Oil and Fluids										
Total:		149.30								
RIVRCOOP Total:		149.30								
SAMBATEK Sambatek, Inc										
7476	04/27/2016	106.00	0.00	05/17/2016	Arbor Glen		-	No		0000
803-000-0000-22910 Developer Payments										
7476 Total:		106.00								
7518	05/04/2016	2,156.25	0.00	05/17/2016	OP Ordinance updates		-	No		0000
101-410-1910-43150 Contract Services										
7518 Total:		2,156.25								
7519	05/04/2016	531.25	0.00	05/17/2016	General Services		-	No		0000
101-410-1910-43150 Contract Services										
7519	05/04/2016	250.00	0.00	05/17/2016	Palmquist		-	No		0000
101-410-1910-43150 Contract Services										
7519	05/04/2016	168.50	0.00	05/17/2016	OP Ordinance		-	No		0000
101-410-1910-43150 Contract Services										
7519 Total:		949.75								

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
SAMBATEK Total:		3,212.00								
SEH Short Elliott Hendrickson, Inc										
313392	04/13/2016	4,809.86	0.00	05/17/2016	Inwood Water Tower		-	No		0000
601-494-9400-4303	Engineering Services									
313392 Total:		4,809.86								
SEH Total:		4,809.86								
SMITHSCH Smith Schafer & Associates,LTD										
38023	04/27/2016	550.00	0.00	05/17/2016	Interim Billing - Annual audit		-	No		0000
101-410-1520-43010	Audit Services									
38023 Total:		550.00								
SMITHSCH Total:		550.00								
STLIBRAR Stillwater Public Library										
	05/01/2016	660.00	0.00	05/17/2016	Library Card Reimbursement		-	No		0000
206-450-5300-44300	Miscellaneous									
Total:		660.00								
STLIBRAR Total:		660.00								
STPAUL St Paul Stamp Works, Inc.										
320279	04/27/2016	122.34	0.00	05/17/2016	Stamps		-	No		0000
101-420-2400-42000	Office Supplies									
320279 Total:		122.34								
STPAUL Total:		122.34								
TASCH T.A. Schifsky & Sons Inc										
59641	05/02/2016	54.06	0.00	05/17/2016	Asphalt		-	No		0000
101-430-3120-42240	Street Maintenance Materials									
59641 Total:		54.06								
TASCH Total:		54.06								
TOWNCTRY Town & Country Cleaning Co										
516566	05/01/2016	370.00	0.00	05/17/2016	Cleaning - Library		-	No		0000
206-450-5300-44010	Repairs/Maint Bldg									
516566 Total:		370.00								
TOWNCTRY Total:		370.00								

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
TRKUTI Truck Utilities Inc.										
297935	05/05/2016	22.80	0.00	05/17/2016	Equipment repair		-	No		0000
101-430-3100-44040	Repairs/Maint Eqpt									
	297935 Total:	22.80								
	TRKUTI Total:	22.80								
VALLEYTR Valley Trophy Inc.										
47588	04/29/2016	226.80	0.00	05/17/2016	Service Awards		-	No		0000
101-420-2220-44300	Miscellaneous									
	47588 Total:	226.80								
47730	04/29/2016	32.00	0.00	05/17/2016	Service Awards		-	No		0000
101-420-2220-44300	Miscellaneous									
	47730 Total:	32.00								
	VALLEYTR Total:	258.80								
WASH-REC Washington County										
Various	05/02/2016	598.00	0.00	05/17/2016	Filings		-	No		0000
101-410-1320-43510	Legal Publishing									
	Various Total:	598.00								
	WASH-REC Total:	598.00								
WASHLIB Washington County Library										
206-450-5300-44300	05/01/2016	789.00	0.00	05/17/2016	Library Card Reimbursement		-	No		0000
	Miscellaneous									
	Total:	789.00								
	WASHLIB Total:	789.00								
WEEKSEND Weeks-End Signs & Graphics										
2203	05/10/2016	32.00	0.00	05/17/2016	Signs - Nature Day		-	No		0000
101-450-5200-44300	Miscellaneous									
	2203 Total:	32.00								
	WEEKSEND Total:	32.00								
Whiteani White Anita										
Bonus CC 5.3.16	05/03/2016	25.00	0.00	05/17/2016	Cable Operations - Bonus		-	No		0000
101-410-1450-43620	Cable Operations									
	Bonus CC 5.3.16 Total:	25.00								
CC 5.3.16	05/03/2016	55.00	0.00	05/17/2016	Cable Operations		-	No		0000
101-410-1450-43620	Cable Operations									
	CC 5.3.16 Total:	55.00								

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
Whiteani Total:		80.00								
XCEL Xcel Energy										
04192016	04/19/2016	14.39	0.00	05/17/2016	Utility Services		-	No		0000
101-450-5200-43810	Electric Utility									
04192016	04/19/2016	186.17	0.00	05/17/2016	Utility Services		-	No		0000
602-495-9450-43810	Electric Utility									
04192016	04/19/2016	33.38	0.00	05/17/2016	Utility Services		-	No		0000
101-430-3160-43810	Street Lighting									
04192016	04/19/2016	27.63	0.00	05/17/2016	Utility Services		-	No		0000
101-430-3160-43810	Street Lighting									
04192016	04/19/2016	401.29	0.00	05/17/2016	Utility Services		-	No		0000
101-420-2220-43810	Electric Utility									
04192016	04/19/2016	258.98	0.00	05/17/2016	Utility Services		-	No		0000
101-410-1940-43810	Electric Utility									
04192016	04/19/2016	30.85	0.00	05/17/2016	Utility Services		-	No		0000
101-430-3160-43810	Street Lighting									
04192016	04/19/2016	11.75	0.00	05/17/2016	Utility Services		-	No		0000
101-450-5200-43810	Electric Utility									
04192016	04/19/2016	59.90	0.00	05/17/2016	Utility Services		-	No		0000
101-450-5200-43810	Electric Utility									
04192016	04/19/2016	21.03	0.00	05/17/2016	Utility Services		-	No		0000
101-450-5200-43810	Electric Utility									
04192016	04/19/2016	1,144.39	0.00	05/17/2016	Utility Services		-	No		0000
601-494-9400-43810	Electric Utility									
04192016	04/19/2016	40.66	0.00	05/17/2016	Utility Services		-	No		0000
101-430-3160-43810	Street Lighting									
04192016	04/19/2016	107.64	0.00	05/17/2016	Utility Services		-	No		0000
101-450-5200-43810	Electric Utility									
04192016	04/19/2016	19.58	0.00	05/17/2016	Utility Services		-	No		0000
602-495-9450-43810	Electric Utility									
04192016	04/19/2016	17.27	0.00	05/17/2016	Utility Services		-	No		0000
602-495-9450-43810	Electric Utility									
04192016	04/19/2016	289.11	0.00	05/17/2016	Utility Services		-	No		0000
101-420-2220-43810	Electric Utility									
04192016	04/19/2016	110.60	0.00	05/17/2016	Utility Services		-	No		0000
101-450-5200-43810	Electric Utility									
04192016	04/19/2016	1,887.36	0.00	05/17/2016	Utility Services		-	No		0000
101-430-3160-43810	Street Lighting									
04192016	04/19/2016	27.97	0.00	05/17/2016	Utility Services		-	No		0000
101-430-3160-43810	Street Lighting									
04192016	04/19/2016	14.18	0.00	05/17/2016	Utility Services		-	No		0000
101-450-5200-43810	Electric Utility									

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
04192016	04/19/2016	136.72	0.00	05/17/2016	Utility Services		-			0000
101-450-5200-43810	Electric Utility									No
04192016	04/19/2016	1,382.72	0.00	05/17/2016	Utility Services		-			0000
101-430-3100-43810	Electric Utility									No
04192016	04/19/2016	125.23	0.00	05/17/2016	Utility Services		-			0000
601-494-9400-43810	Electric Utility									No
04192016	04/19/2016	12.97	0.00	05/17/2016	Utility Services		-			0000
101-430-3160-43810	Street Lighting									No
04192016	04/19/2016	462.38	0.00	05/17/2016	Utility Services		-			0000
206-450-5300-43810	Electric Utility									No
04192016	04/19/2016	210.09	0.00	05/17/2016	Utility Services		-			0000
602-495-9450-43810	Electric Utility									No
04192016	04/19/2016	131.41	0.00	05/17/2016	Utility Services		-			0000
601-494-9400-43810	Electric Utility									No
04192016	04/19/2016	14.01	0.00	05/17/2016	Utility Services		-			0000
101-450-5200-43810	Electric Utility									No
04192016	04/19/2016	43.66	0.00	05/17/2016	Utility Services		-			0000
101-430-3160-43810	Street Lighting									No
04192016	04/19/2016	35.40	0.00	05/17/2016	Utility Services		-			0000
101-430-3160-43810	Street Lighting									No
04192016	04/19/2016	955.94	0.00	05/17/2016	Utility Services		-			0000
601-494-9400-43810	Electric Utility									No
		8,214.66								
		8,214.66								
		XCEL Total:								
ZACK Zack's, Inc.	04/28/2016	224.19	0.00	05/17/2016	Shop supplies		-			No
31137										0000
101-430-3100-42150	Shop Materials									No
		224.19								
		224.19								
		ZACK Total:								
		646,744.08								
		Report Total:								

Accounts Payable To Be Paid Proof List

User: PattyB

Printed: 05/12/2016 - 1:38 PM

Batch: 003-05-2016

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
SW/WC SW/WC Service Cooperatives 4272016	04/27/2016	25,565.00	0.00	05/17/2016	June 2016 Premium		-			0000
101-000-0000-21706 Medical Insurance		25,565.00								
	4272016 Total:	25,565.00								
	SW/WC Total:	25,565.00								
	Report Total:	25,565.00								



MAYOR AND COUNCIL COMMUNICATION

DATE: 5-17-16

CONSENT

ITEM #: 5

AGENDA ITEM: Mutual Aid Agreement

SUBMITTED BY: Mike Bent, Building Official

THROUGH: Mike Bent, Building Official

REVIEWED BY: Kristina Handt, City Administrator

SUMMARY AND ACTION REQUESTED: As part of its Consent Agenda, the City Council is asked to accept the mutual aid agreement with the City of Woodbury. No specific motion is needed, as this is recommended to be part of the overall approval of the *Consent Agenda*.

STAFF REPORT: The City of Lake Elmo has entered into a delegation agreement with the Minnesota Department of Labor and Industry to perform plan review and inspections of state owned facilities, public and charter schools, and state licensed facility projects. The state recommends a system of back-up be in place to inspect delegation projects. This mutual aid agreement will provide the recommended two-deep inspection capability for delegation projects.

RECOMMENDATION: Based on the aforementioned, the staff recommends the City Council accept the Mutual Aid Agreement with the City of Woodbury for inspections of state delegation projects.

MUTUAL AID AGREEMENT

This Mutual Aid Agreement (“Agreement”) is made and entered into this ____ day of _____, 2016, by and between the City of Lake Elmo, a Minnesota municipal corporation (“Lake Elmo”) and the City of Woodbury, a Minnesota municipal corporation (“Woodbury”).

WHEREAS, Lake Elmo employs a full time building official and building inspector for the purpose of performing building plan review and building inspections; and

WHEREAS, Woodbury also employs a full time building official and building inspectors for these purposes; and

WHEREAS, Minnesota Statutes Section 471.59 authorizes the joint and cooperative exercise of powers common to contracting parties; and

WHEREAS, both parties are desirous of having their respective building officials and building inspectors, equipment and other resources available for the purpose of providing assistance for state delegation projects;

NOW, THEREFORE, the parties agree as follows:

1. Definitions

- 1.1 “Party” means Woodbury or Lake Elmo.
- 1.2 “Requesting Official” means the person designated by a Party who is responsible for requesting Assistance from the other Party.
- 1.3 “Requesting Party” means a party that requests Assistance from other Party.
- 1.4 “Responding Official” means the person designated by a Party who is responsible to determine whether and to what extent that Party should provide Assistance to a Requesting Party.
- 1.5 “Responding Party” means a Party that provides Assistance to a Requesting Party.
- 1.6 “Assistance” means building inspections personnel and equipment for state delegation projects.

2. Procedure

- 2.1 Request for Assistance.** Whenever, in the opinion of a Requesting Official, there is a need for Assistance from the other Party, the Requesting Official may call upon the Responding Official of the other Party to furnish Assistance.

2.2 Response to request. Upon the request for Assistance from a Requesting Party, the Responding Official may authorize and direct his or her party's personnel to provide Assistance to the Requesting Party. This decision will be made after considering the needs of the Responding Party and the availability of resources.

2.3 Recall of Assistance. The Responding Official may at any time recall such Assistance when in his or her best judgment or by an order from the city council of the Responding Party, it is considered to be in the best interests of the Responding Party to do so.

3. Workers' compensation.

Each Party shall be responsible for injuries or death of its own personnel. Each Party will maintain workers' compensation insurance or self-insurance coverage, covering its own personnel while they are providing Assistance pursuant to this Agreement. Each Party waives the right to sue the other Party for any workers' compensation benefits paid to its own employee or volunteer or their dependents, even if the injuries were caused wholly or partially by the negligence of any other party or its officers, employees, or volunteers.

4. Damage to equipment.

Each Party shall be responsible for damages to or loss of its own equipment. Each Party waives the right to sue the other Party for any damages to or loss of its equipment, even if the damages or losses were caused wholly or partially by the negligence of the other Party or its officers, employees, or volunteers.

5. Liability

5.1 For the purposes of the Minnesota Municipal Tort Liability Act (Minn. Stat. 466), the employees and officers of the Responding Party are deemed to be employees (as defined in Minn. Stat. 466.01, subdivision 6) of the Requesting Party.

5.2 The Requesting Party agrees to defend and indemnify the Responding Party against any claims brought or actions filed against the Responding Party or any officer, employee, or volunteer of the Responding Party for injury to, death of, or damage to the property of any third person or persons, arising from the performance and provision of Assistance in responding to a request for Assistance by the Requesting Party pursuant to this Agreement.

5.3 Under no circumstances, however, shall a Party be required to pay on behalf of itself and other parties, any amounts in excess of the limits on liability established in Minnesota Statutes Chapter 466 applicable to any one Party. The limits of liability for some or all of the Parties may not be added together to determine the maximum amount of liability for any Party.

5.4 The intent of this subdivision is to impose on each Requesting Party a limited duty to defend and indemnify a Responding Party for claims arising within the Requesting Party's jurisdiction subject to the limits of liability under Minnesota Statutes Chapter 466. The purpose of creating this duty to defend and indemnify is to simplify the defense

of claims by eliminating conflicts among defendants, and to permit liability claims against multiple defendants from a single occurrence to be defended by a single attorney.

5.5 Neither party to this Agreement nor any officer of any Party shall be liable to any other Party or to any other person for failure of any Party to furnish Assistance to the other Party, or for recalling Assistance, both as described in this Agreement.

6. Charges to the Requesting Party.

6.1 No charges will be levied by a Responding Party to this Agreement for Assistance rendered to a Requesting Party under the terms of this Agreement unless that Assistance continues for a period of more than 48 hours. If Assistance provided under this Agreement continues for more than 48 hours, the Responding Party will submit to the Requesting Party an itemized bill for the actual cost of any Assistance provided after the initial 48 hour period, including salaries, overtime, materials and supplies and other necessary expenses; and the Requesting Party will reimburse the Party providing the Assistance for that amount.

6.2 Such charges are not contingent upon the availability of federal or state government funds.

7. Duration.

This Agreement will be in force for a period of five years from the date of written above. Either Party may withdraw from this Agreement upon providing 30 days' written notice to the other Party.

8. Government Data Practices.

Both Parties must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided under this Agreement.

9. Governing Law.

This Agreement is to be governed by and construed in accordance with the laws of the State of Minnesota. The venue for all legal proceedings arising out of this Agreement, or its breach, shall be in the appropriate state or federal court with competent jurisdiction in Washington County, Minnesota.

10. Entire Agreement.

This Agreement constitutes the entire agreement between the Parties. There are no other agreements, either oral or written, between the Parties. Any modification of this Agreement or additional obligation assumed by either party in connection with this Agreement shall be binding

only if evidenced in writing signed by each Party's representatives with signatory authority to enter into agreements.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the date and year written above.

CITY OF WOODBURY

By: _____

Its: Mayor

By: _____

Its: City Administrator

CITY OF LAKE ELMO

By: _____

Mike Pearson

Its: Mayor

By: _____

Kristina Handt

Its: City Administrator



MAYOR & COUNCIL COMMUNICATION

DATE: May 17, 2016
CONSENT
ITEM #6

AGENDA ITEM: Monthly Assessor Report
SUBMITTED BY: Dan Raboin, City Assessor
THROUGH: Cathy Bendel, Finance Director
REVIEWED BY: Cathy Bendel, Finance Director

SUGGESTED ORDER OF BUSINESS:

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

SUMMARY AND ACTION REQUESTED: As part of its Consent Agenda, the City Council is asked to accept the monthly assessor report for through April 2016 outlining work performed on behalf of the City of Lake Elmo. No specific motion is needed as this is recommended as part of the *Consent Agenda*.

LEGISLATIVE HISTORY/BACKGROUND INFORMATION:

Property splits/plats – 0
Sales collected and viewed – 16
Taxpayer inquiries – 26
Miscellaneous inquiries - 5
Inspections – Residential – 11; Commercial – 1
Building permit reviews – 31
Pictures taken – 10

Other work performed included:

- Respond to valuation related phone calls
- 2016 LBAE Meeting (Open Book)

- Monthly meeting with County residential and commercial supervisors
- Input of all inspection and permit work
- Perform sales verifications and land value analysis using MLS and other resources
- Field telephone inquiries

RECOMMENDATION: Based on the aforementioned, the staff recommends the City Council accept the April 2016 monthly assessor report.



MAYOR AND COUNCIL COMMUNICATION

DATE: 05/17/2016

CONSENT

ITEM #: 7

AGENDA ITEM: Building Department Report

SUBMITTED BY: Mike Bent, Building Official

THROUGH: Mike Bent, Building Official

REVIEWED BY: Cathy Bendel, Finance Director

SUMMARY AND ACTION REQUESTED: As part of its Consent Agenda, the City Council is asked to accept the monthly building department 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 a snapshot of the year to date statistics through April 2016. Comparison data is also include from prior years for new home single family construction and total permitting activity. Attached are the system summary reports breaking out this information further, including the statistics related to the inspection activity.

	<u>2016</u>	<u>2015</u>	<u>2014</u>
New homes	79	20	6
Total valuation	\$23,251,774	\$7,551,994	\$3,912,800
Average home value	\$294,326	\$377,599	\$652,133
Total Permit Valuation YTD	\$35,128,916	\$10,760,747	\$5,721,971

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

ATTACHMENTS:

1. Valuation Report
2. Permits Issued & Fees Report
3. Inspection statistic report for April 2016

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

Issued Date From: 4/1/2016 To: 4/30/2016
Permit Type: All Property Type: All Construction Type: All
Include YTD: Yes

Permit Kind	Permit Count	Valuation	Dwell Units
Permit Type: BUILDING			
COMMERCIAL SIGN	1	\$97,000.00	0
PUBLIC GRADING	1	\$2,000,000.00	0
PUBLIC REMODEL	1	\$3,823,669.00	0
SINGLE FAMILY ALTERATION	1	\$3,200.00	0
SINGLE FAMILY BASEMENT FINISH	2	\$64,000.00	0
SINGLE FAMILY DECK	4	\$116,000.00	0
SINGLE FAMILY DOOR	1	\$6,338.00	0
SINGLE FAMILY NEW CONSTRUCTION	22	\$7,810,909.00	0
SINGLE FAMILY POOL	1	\$52,000.00	0
SINGLE FAMILY REMODEL	5	\$152,500.00	0
SINGLE FAMILY REPLACE/REPAIR	1	\$4,500.00	0
SINGLE FAMILY WINDOWS	3	\$17,738.00	0
Permit Type: BUILDING - Total	Period 43	\$14,147,854.00	0
	YTD 127	\$35,128,916.11	0
Report Total:	Period 43	\$14,147,854.00	0
	YTD 127	\$35,128,916.11	0

CITY OF LAKE ELMO

Permits Issued & Fees Report - Summary

Issued Date From: 4/1/2016 To: 4/30/2016

Permit Type: All Property Type: All Construction Type: All
 Include YTD: Yes Status: Not Voided

Permit Kind	Permit Count	Dwell Units	Valuation	Revenue	Plan Check	State Surcharge	Park Fees	SAC Units	SAC Fees	Total Fees
Permit Type: BUILDING										
COMMERCIAL DEMOLITION										
Period	0									
YTD	1	0		300.00		1.00	1,000.00			1,351.00
COMMERCIAL FIRE ALARM										
Period	0									
YTD	1	0		100.00		1.00				101.00
COMMERCIAL FIRE SUPPRESSION										
Period	1	0		100.00		1.00				101.00
YTD	1	0		100.00		1.00				101.00
COMMERCIAL HVAC										
Period	0									
YTD	1	0		90.00	58.50	1.00				149.50
COMMERCIAL NEW CONSTRUCTION										
Period	0									
YTD	1	0	4,830,000.00	19,823.25	12,732.36	1,483.00	5,000.00	11	71,335.00	156,523.61
COMMERCIAL SIGN										
Period	1	0	97,000.00	972.75		48.50				1,021.25
YTD	1	0	97,000.00	972.75		48.50				1,021.25
COMMERCIAL TENNANT BUILDOUT										
Period	0									
YTD	1	0	48,000.00	623.55	405.31	24.00				1,052.86
COMMERCIAL TENNANT SPACE REMODEL										
Period	0									
YTD	2	0	297,900.00	2,564.50	1,637.68	148.95				4,351.13
MANUFACTURED HOME ROOFING										
Period	1	0		150.00		1.00				151.00

Permit Kind	Permit Count	Dwell Units	Valuation	Revenue	Plan Check	State Surcharge	Park Fees	SAC Units	SAC Fees	Total Fees
Permit Type: BUILDING										
PUBLIC ALTERATION										
YTD	1	0	150.00	150.00		1.00				151.00
Period	0									
YTD	1	0	12,500.00	223.25	145.11	6.25				374.61
PUBLIC GRADING										
Period	1	0	2,000,000.00	9,258.75		900.00	46,440.00			56,598.75
YTD	1	0	2,000,000.00	9,258.75		900.00	46,440.00			56,598.75
PUBLIC REMODEL										
Period	1	0	3,823,669.00	15,916.35	10,345.63	1,364.73				27,626.71
YTD	1	0	3,823,669.00	15,916.35	10,345.63	1,364.73				27,626.71
SINGLE FAMILY ALTERATION										
Period	1	0	3,200.00	97.25	63.21	1.60				162.06
YTD	3	0	81,200.00	1,034.25	672.26	40.60				1,747.11
SINGLE FAMILY ATTACHED NEW CONSTRUCTION										
Period	0									
YTD	18	0	3,215,131.00	28,443.90	16,792.08	1,607.55	45,000.00	18	62,730.00	178,873.53
SINGLE FAMILY BASEMENT FINISH										
Period	2	0	64,000.00	810.98	527.14	32.00				1,370.12
YTD	5	0	154,000.00	2,146.33	1,395.12	77.00				3,618.45
SINGLE FAMILY DECK										
Period	4	0	116,000.00	1,481.50	962.97	58.00				2,502.47
YTD	6	0	135,000.00	1,830.00	1,017.08	67.50				2,914.58
SINGLE FAMILY DEMOLITION										
Period	1	0		200.00		1.00	2,000.00			2,201.00
YTD	1	0		200.00		1.00	2,000.00			2,201.00
SINGLE FAMILY DOOR										
Period	1	0	6,338.00	139.25		3.17				142.42
YTD	1	0	6,338.00	139.25		3.17				142.42
SINGLE FAMILY MANUFACTURED HOME										
Period	0									
YTD	3	0		600.00		3.00	750.00			1,353.00

Permit Kind	Permit Count	Dwell Units	Valuation	Revenue	Plan Check	State Surcharge	Park Fees	SAC	SAC Fees	Total Fees
Permit Type: BUILDING										
SINGLE FAMILY NEW CONSTRUCTION										
Period	22	0	7,810,909.00	62,111.80	34,509.72	3,905.46	115,000.00	19	66,215.00	308,741.98
YTD	61	0	20,036,643.11	153,095.45	90,018.94	10,018.33	310,000.00	58	202,130.00	844,912.72
SINGLE FAMILY POOL										
Period	1	0	52,000.00	657.75	427.54	26.00	500.00			1,611.29
YTD	1	0	52,000.00	657.75	427.54	26.00	500.00			1,611.29
SINGLE FAMILY REMODEL										
Period	5	0	152,500.00	1,690.75	72.31	76.25				1,839.31
YTD	9	0	202,000.00	2,524.55	424.15	101.00				3,049.70
SINGLE FAMILY REPLACE/REPAIR										
Period	1	0	4,500.00	111.25		2.25				113.50
YTD	3	0	33,319.00	599.75		16.66				616.41
SINGLE FAMILY ROOFING										
Period	9	0		1,350.00		9.00				1,359.00
YTD	12	0		1,800.00		12.00				1,812.00
SINGLE FAMILY SIDING										
Period	3	0		450.00		3.00				453.00
YTD	3	0		450.00		3.00				453.00
SINGLE FAMILY TANK REMOVAL										
Period	1	0		250.00		1.00				251.00
YTD	1	0		250.00		1.00				251.00
SINGLE FAMILY WINDOWS										
Period	3	0	17,738.00	389.75		8.87				398.62
YTD	12	0	104,216.00	1,992.30		52.10				2,044.40
Permit Type: BUILDING - Totals										
Period	59	0	14,147,854.00	96,138.13	46,908.52	6,442.83	163,940.00	19	66,215.00	406,644.48
YTD	152	0	35,128,916.11	245,885.93	136,071.76	16,010.34	410,690.00	87	336,195.00	1,295,003.03

Permit Type: MECHANICAL
COMMERCIAL ALTERATION

Permit Kind	Permit Count	Dwell Units	Valuation	Revenue	Plan Check	State Surcharge	Park Fees	SAC Units	SAC Fees	Total Fees
Permit Type: MECHANICAL										
Period	1	0		250.00		12.50				262.50
YTD	1	0		250.00		12.50				262.50
COMMERCIAL HVAC										
Period	2	0		8,073.00		2.00				8,075.00
YTD	3	0		8,273.00		3.00				8,276.00
COMMERCIAL NEW CONSTRUCTION										
Period	0									
YTD	1	0		5,000.00		250.00				5,250.00
MANUFACTURED HOME HVAC										
Period	2	0		120.00		2.00				122.00
YTD	2	0		120.00		2.00				122.00
SINGLE FAMILY BASEMENT FINISH										
Period	1	0		180.00		1.00				181.00
YTD	1	0		180.00		1.00				181.00
SINGLE FAMILY FIREPLACE										
Period	0									
YTD	12	0		728.00		12.00				740.00
SINGLE FAMILY HVAC										
Period	6	0		479.00		6.00				485.00
YTD	23	0		1,740.00		22.00				1,762.00
SINGLE FAMILY NEW CONSTRUCTION										
Period	47	0		6,600.00		47.00				6,647.00
YTD	120	0		16,326.00		120.00				16,446.00
SINGLE FAMILY REPLACE/REPAIR										
Period	3	0		300.00		3.00				303.00
YTD	3	0		300.00		3.00				303.00
Permit Type: MECHANICAL - Totals										
Period	62	0		16,002.00		73.50				16,075.50
YTD	166	0		32,917.00		425.50				33,342.50

Permit Kind	Permit Count	Dwell Units	Valuation	Revenue	Plan Check	State Surcharge	Park Fees	SAC Units	SAC Fees	Total Fees
Permit Type: PLUMBING										
COMMERCIAL FIXTURE INSTALLATION / APPLIANCE										
Period	0									
YTD	3	0		360.00		3.00				363.00
COMMERCIAL NEW CONSTRUCTION										
Period	0									
YTD	2	0		3,680.00		176.00				3,856.00
MANUFACTURED HOME FIXTURE INSTALLATION / APPLIANCE										
Period	0									
YTD	1	0		60.00		1.00				61.00
PUBLIC SEWER CONNECTION										
Period	1	0								
YTD	1	0								
SINGLE FAMILY BASEMENT FINISH										
Period	1	0		180.00		1.00				181.00
YTD	2	0		360.00		2.00				362.00
SINGLE FAMILY FIXTURE INSTALLATION / APPLIANCE										
Period	2	0		240.00		2.00				242.00
YTD	9	0		1,200.00		9.00				1,209.00
SINGLE FAMILY NEW CONSTRUCTION										
Period	28	0		3,240.00		28.00				3,268.00
YTD	142	0		16,680.00		142.00				16,822.00
SINGLE FAMILY REMODEL										
Period	0									
YTD	1	0		180.00		1.00				181.00
SINGLE FAMILY REPLACE/REPAIR										
Period	3	0		540.00		3.00				543.00
YTD	6	0		720.00		6.00				726.00
SINGLE FAMILY SEWER CONNECTION										
Period	1	0		60.00		1.00				61.00
YTD	1	0		60.00		1.00				61.00
SINGLE FAMILY WATER CONNECTION										

Permit Kind	Permit Count	Dwell Units	Valuation	Revenue	Plan Check	State Surcharge	Park Fees	SAC Units	SAC Fees	Total Fees
Permit Type: PLUMBING										
	Period	2	0	120.00		2.00				122.00
	YTD	2	0	120.00		2.00				122.00
SINGLE FAMILY WATER HEATER										
	Period	2	0	120.00		2.00				122.00
	YTD	2	0	120.00		2.00				122.00
SINGLE FAMILY WATER SOFTNER										
	Period	0								
	YTD	1	0	60.00		1.00				61.00
Permit Type: PLUMBING - Totals										
	Period	40	0	4,500.00		39.00				4,539.00
	YTD	173	0	23,600.00		346.00				23,946.00
Permit Type: ZONING										
COMMERCIAL FENCE										
	Period	1	0	75.00						75.00
	YTD	1	0	75.00						75.00
COMMERCIAL SIGN										
	Period	2	0	360.00						360.00
	YTD	3	0	540.00						540.00
SINGLE FAMILY DRIVEWAY										
	Period	3	0	210.00						210.00
	YTD	3	0	210.00						210.00
SINGLE FAMILY FENCE										
	Period	1	0	75.00						75.00
	YTD	2	0	150.00						150.00
Permit Type: ZONING - Totals										
	Period	7	0	720.00						720.00
	YTD	9	0	975.00						975.00

Permit Kind	Period	Permit Count	Dwell Units	Valuation	Revenue	Plan Check	State Surcharge	Park Fees	SAC Units	SAC Fees	Total Fees
		168	0	\$14,147,854.00	117,360.13	46,908.52	6,555.33	163,940.00	19	66,215.00	427,978.98
Report Total	YTD	500	0	\$35,128,916.11	303,377.93	136,071.76	16,781.84	410,690.00	87	336,195.00	1,353,266.53

CITY OF LAKE ELMO
Inspection Statistics Report - Detail by Permit Kind
Actual Date From: 4/1/2016 To: 4/30/2016
Permit Type: All Property Type: All Construction Type: All

Inspection Type	Pass	Fail	No Status	Reinsp	Period Total	YTD Total
<i>BUILDING/COMMERCIAL/ALTERATION</i>	0	0	0	0	0	1
<i>BUILDING/COMMERCIAL/NEW CONSTRUCTION</i>	10	0	0	0	10	30
<i>BUILDING/COMMERCIAL/TENNANT BUILDOUT</i>	0	0	0	0	0	3
<i>BUILDING/COMMERCIAL/TENNANT SPACE REMODEL</i>	0	0	0	0	0	12
<i>BUILDING/MANUFACTURED HOME/ROOFING</i>	4	0	0	0	4	4
<i>BUILDING/PUBLIC/GRADING</i>	0	0	2	0	2	2
<i>BUILDING/PUBLIC/SOLAR PANEL INSTALL</i>	0	0	0	0	0	2
<i>BUILDING/SINGLE FAMILY ATTACHED/NEW CONSTRUCTION</i>	58	1	0	1	60	198
<i>BUILDING/SINGLE FAMILY/ACCESSORY BUILDING</i>	0	0	0	0	0	5
<i>BUILDING/SINGLE FAMILY/ADDITION</i>	0	0	0	0	0	4
<i>BUILDING/SINGLE FAMILY/ALTERATION</i>	4	0	0	0	4	16
<i>BUILDING/SINGLE FAMILY/BASEMENT FINISH</i>	4	1	0	0	5	49
<i>BUILDING/SINGLE FAMILY/DECK</i>	6	0	0	0	6	11
<i>BUILDING/SINGLE FAMILY/DEMOLITION</i>	1	0	0	0	1	3
<i>BUILDING/SINGLE FAMILY/MANUFACTURED HOME</i>	0	0	0	0	0	10
<i>BUILDING/SINGLE FAMILY/NEW CONSTRUCTION</i>	241	10	2	11	264	1,112
<i>BUILDING/SINGLE FAMILY/POOL</i>	0	0	0	0	0	3

Inspection Type	Pass	Fail	No Status	Reinsp	Period Total	YTD Total
<i>BUILDING/SINGLE FAMILY/REMODEL</i>	21	1	0	2	24	36
<i>BUILDING/SINGLE FAMILY/REPLACE/REPAIR</i>	6	0	0	0	6	6
<i>BUILDING/SINGLE FAMILY/ROOFING</i>	12	0	0	0	12	15
<i>BUILDING/SINGLE FAMILY/SIDING</i>	5	0	0	0	5	5
<i>BUILDING/SINGLE FAMILY/TANK REMOVAL</i>	2	0	0	0	2	2
<i>BUILDING/SINGLE FAMILY/WINDOWS</i>	3	0	0	0	3	13
<i>ELECTRICAL/COMMERCIAL/ALTERATION</i>	0	0	0	0	0	1
<i>ELECTRICAL/MANUFACTURED HOME/ALTERATION</i>	0	0	0	0	0	1
<i>ELECTRICAL/SINGLE FAMILY/ALTERATION</i>	1	0	0	0	1	3
<i>ELECTRICAL/SINGLE FAMILY/NEW CONSTRUCTION</i>	0	0	0	0	0	1
<i>MECHANICAL/COMMERCIAL/ALTERATION</i>	1	0	0	0	1	1
<i>MECHANICAL/COMMERCIAL/HVAC</i>	2	0	0	0	2	3
<i>MECHANICAL/MANUFACTURED HOME/HVAC</i>	1	0	0	0	1	3
<i>MECHANICAL/SINGLE FAMILY/FIREPLACE</i>	0	0	0	0	0	8
<i>MECHANICAL/SINGLE FAMILY/HVAC</i>	5	1	0	1	7	20
<i>PLUMBING/COMMERCIAL/FIXTURE INSTALLATION / APPLIAN</i>	1	0	0	0	1	2
<i>PLUMBING/PUBLIC/SEWER CONNECTION</i>	2	0	0	0	2	2
<i>PLUMBING/SINGLE FAMILY/FIXTURE INSTALLATION / APPLI</i>	1	1	0	0	2	6
<i>PLUMBING/SINGLE FAMILY/NEW CONSTRUCTION</i>	0	0	0	0	0	4
<i>PLUMBING/SINGLE FAMILY/OTHER FIXED</i>	0	0	0	0	0	1

Inspection Type	Pass	Fail	No Status	Reinsp	Period Total	YTD Total
<i>PLUMBING/SINGLE FAMILY/REMODEL</i>	1	0	0	0	1	1
<i>PLUMBING/SINGLE FAMILY/REPLACE/REPAIR</i>	1	0	0	0	1	1
<i>PLUMBING/SINGLE FAMILY/SEWER CONNECTION</i>	2	0	0	0	2	2
<i>PLUMBING/SINGLE FAMILY/WATER CONNECTION</i>	2	0	0	0	2	2
<i>PLUMBING/SINGLE FAMILY/WATER SOFTNER</i>	0	0	0	0	0	1
<i>ZONING/COMMERCIAL/FENCE</i>	1	0	0	0	1	1
<i>ZONING/COMMERCIAL/SIGN</i>	2	0	0	0	2	2
<i>ZONING/SINGLE FAMILY/ACCESSORY BUILDING</i>	0	0	0	0	0	1
<i>ZONING/SINGLE FAMILY/FENCE</i>	1	0	0	0	1	1
Report Total	401	15	4	15	435	1,610



MAYOR & COUNCIL COMMUNICATION

DATE: May 17, 2016

CONSENT

ITEM #9

AGENDA ITEM: Approve Valley Branch Watershed District Boundary Update

SUBMITTED BY: Julie Johnson, City Clerk

THROUGH: Julie Johnson, City Clerk

REVIEWED BY: Kristina Handt, City Administrator

POLICY RECOMMENDER: City Clerk

FISCAL IMPACT: None

SUMMARY AND ACTION REQUESTED: As part of its routine review of hydrologic boundaries, the Valley Branch Watershed District is requesting that the City of Lake Elmo concur with its updated legal boundaries. A letter explaining this process and two maps illustrating the proposed changes are included with this memo.

RECOMMENDATION:

“Motion to adopt Resolution 2016-38 approving the Valley Branch Watershed District Boundary Update.”

CITY OF LAKE ELMO
WASHINGTON COUNTY, MINNESOTA
RESOLUTION NO. 2016 - 38

A RESOLUTION SUPPORTING THE PETITION FROM VALLEY BRANCH WATERSHED DISTRICT TO THE BOARD OF WATER AND SOIL RESOURCES, REQUESTING A BOUNDARY CHANGE FOR THE TRANSFER OF TERRITORY BETWEEN IT AND ITS ADJACENT WATERSHED MANAGEMENT ORGANIZATIONS.

WHEREAS, the City of Lake Elmo received map figures showing the proposed changes to the Valley Branch Watershed District, Brown’s Creek Watershed District, and South Washington Watershed District (“the Districts”) boundaries.

WHEREAS, these boundary changes will make the legal boundaries of the Districts better aligned with the hydrologic boundaries that exist between the Districts within the City of Lake Elmo.

NOW THEREFORE BE IT RESOLVED that the City of Lake Elmo City Council concurs with the proposed legal boundary changes to the Districts.

BY ROLL CALL VOTE OF THE CITY OF LAKE ELMO CITY COUNCIL:

THIS RESOLUTION IS ADOPTED / NOT ADOPTED

THIS ____ DAY OF _____, 2016.

Attest: Clerk, City of Lake Elmo

Mayor, City of Lake Elmo



Brown's Creek Watershed District

Preserving the integrity of the watershed for future generations



2/12/2016

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

Dear Ms. Johnson,

Minnesota Statutes Chapters 103B and 103D promote water resource management on a watershed basis, and state that legal boundaries of watershed management organizations should conform as closely as is practicable to hydrologic boundaries. In accordance with the statutes and to ensure equitable funding, the Valley Branch Watershed District (VBWD), Brown's Creek Watershed District (BCWD), and South Washington Watershed District (SWWD) are updating their common legal boundary to better match the hydrologic boundary. This letter provides information on the process used to better align the legal and hydrologic boundaries and includes a request that the City of Lake Elmo formally concur with the proposed legal boundary change.

Background

Watershed district legal boundaries must follow property boundaries, but should also match the hydrologic boundaries as closely as possible. In undeveloped or less-developed areas with large individual parcels, this can be difficult because a single property cannot be divided into more than one watershed district. However, as development occurs and properties are split into smaller pieces, the legal boundary can be updated to more closely match the hydrologic boundary.

Evaluation Process

As a first step in the evaluation process, the VBWD's consultant, Barr Engineering Co. (Barr), used the Minnesota Department of Natural Resource's LiDAR and storm sewer data to help identify the outer hydrologic boundary of the VBWD. LiDAR data was used because it provides much better topographic information than historically available. Barr then sent the results of its evaluation to the BCWD and SWWD for feedback, making adjustments until the three watershed districts reached an agreement on the new hydrologic boundary. Finally, Barr determined which parcels would need to be moved in or out of the VBWD so that the majority of the parcel would be within the boundaries of the proper organization. Attached are two maps of the results for the City of Lake Elmo.

Legal Process to Change Boundary

A watershed district's legal boundaries can be changed under Minnesota Statutes (MS) 103D.251 or MS 103B.215. VBWD, BCWD, and SWWD will follow MS 103B.215. This requires the VBWD to petition the Minnesota Board of Water and Soil Resources (BWSR) to change the boundary. In addition to the petition, the VBWD must provide BWSR with a written statement of concurrence "from the governing body of each statutory or home rule charter city and town and each watershed management organization having jurisdiction over the territory proposed to be added or transferred."

VBWD, BCWD and SWWD respectfully request that the City of Lake Elmo send a written statement of concurrence to the VBWD at P.O. Box 838, Lake Elmo, MN 55042. Attached is an example of a resolution which may be used to solicit the required approvals from your Council.

If you have questions or concerns, feel free to contact one of the following watershed district representatives:

Valley Branch Watershed District

Contact: John Hanson, District Engineer
952-832-2622 or jhanson@barr.com

Brown's Creek Watershed District

Contact: Karen Kill, Administrator
651-275-1136 x26 or karen.kill@mnwcd.org

South Washington Watershed District

Contact: Matt Moore, Administrator
651-714-3729 or mmoore@ci.woodbury.mn.us

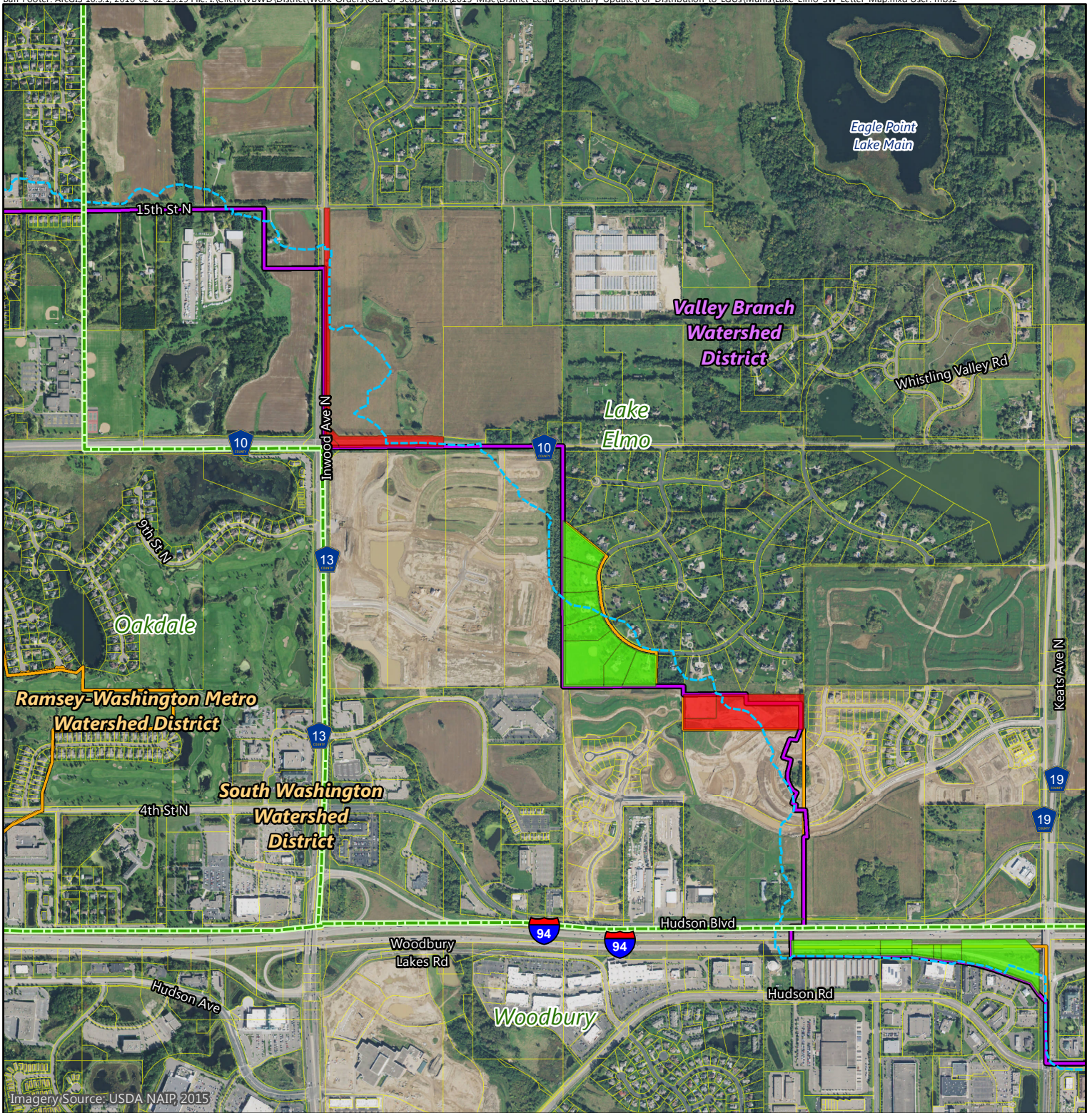
Sincerely,











John P. Hanson, P.E., District Engineer
Valley Branch Watershed District

Enclosures (3)

c: Karen Kill, BCWD
Matt Moore, SWWD
Dan Fabian, BWSR
Jim Haertel, BWSR
Stephanie Souter, Washington County



-  Proposed District Legal Boundary
-  Current District Legal Boundary
-  Revised Hydrologic Boundary
- Proposed Parcel Change
 -  Proposed Parcel into VBWD
 -  No Change
 -  Proposed Parcel out of VBWD

-  Municipal Boundary
-  Parcel Boundary

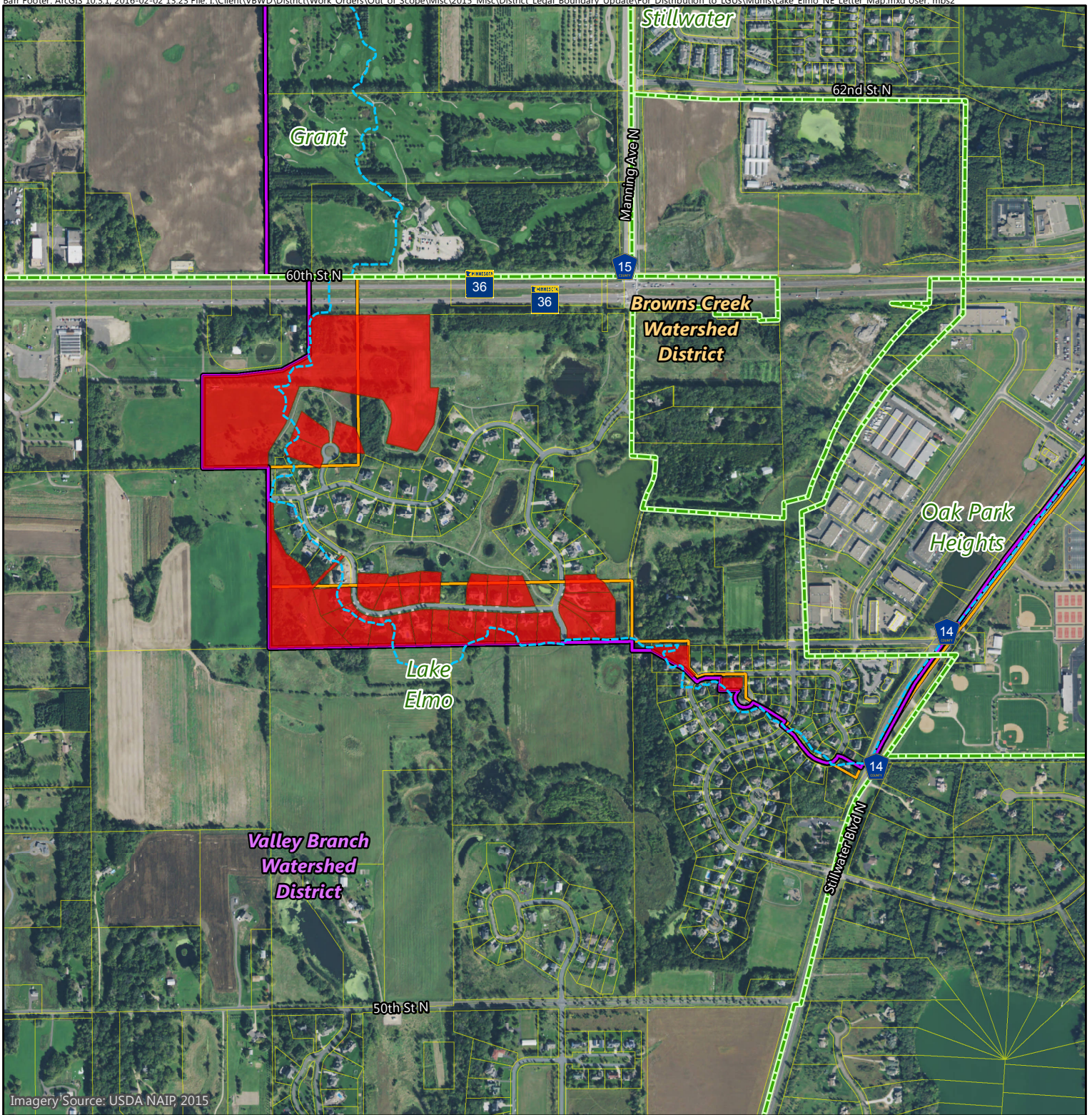


Feet












Figure 1

PROPOSED PARCEL CHANGES
 BETWEEN VALLEY BRANCH
 WATERSHED DISTRICT AND
 SURROUNDING DISTRICTS
 City of Lake Elmo
 Washington County, Minnesota



Imagery Source: USDA NAIP, 2015

	Proposed District Legal Boundary		Municipal Boundary
	Current District Legal Boundary		Parcel Boundary
	Revised Hydrologic Boundary		
Proposed Parcel Change			
	Proposed Parcel into VBWD		
	No Change		
	Proposed Parcel out of VBWD		



Feet




Figure 2

PROPOSED PARCEL CHANGES
 BETWEEN VALLEY BRANCH
 WATERSHED DISTRICT AND
 SURROUNDING DISTRICTS
 City of Lake Elmo
 Washington County, Minnesota



MAYOR & COUNCIL COMMUNICATION

DATE: May 17, 2016
CONSENT
ITEM # 10

AGENDA ITEM: Temporary Liquor License for Lake Elmo Jaycees

SUBMITTED BY: Julie Johnson, City Clerk

THROUGH: Kristina Handt, City Administrator

REVIEWED BY: Kristina Handt, City Administrator

SUGGESTED ORDER OF BUSINESS:

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

POLICY RECOMMENDER: Lake Elmo Jaycees, Staff

SUMMARY AND ACTION REQUESTED:

As part of the Consent Agenda, City Council is respectfully requested to consider approval of a temporary on-sale liquor license issued to the Lake Elmo Jaycees for their annual Huff n’ Puff Days event held August 11 through 14, 2016, subject to approval of the Director of Alcohol and Gambling Enforcement. In addition, the City Council is requested to waive the \$25 liquor license fee and the fee for the Lion’s Park ball field lighting. As part of the Consent Agenda, no formal motion is required. If removed from the Consent Agenda, the recommended motion is as follows:

“Move to approve a temporary on-sale liquor license issued to the Lake Elmo Jaycees for their Huff n’ Puff Days event held August 11 through 14, 2016, subject to approval of the Director of MN Alcohol and Gambling Enforcement Division, and waive both the \$25 liquor license fee and the fee for Lion’s Park ball field lighting.”

LEGISLATIVE HISTORY:

Pursuant to Lake Elmo City Code Chapter 111.17 Section (B)(3), temporary on-sale licenses shall be issued only to clubs, charitable, religious, or other non-profit organizations in existence for at least three years and shall authorize the on-sale of intoxicating liquor in connection with a social event sponsored by the licensee and subject to the restrictions imposed by MN Statute 340A.

Lake Elmo Jaycees will hold their annual Huff n' Puff Days event August 11 through 9, 2015 and have requested an on-sale temporary special event liquor license to allow for the safe sale of alcoholic beverages at the event.

RECOMMENDATION:

If removed from the Consent Agenda, Staff recommends the following motion:

“Move to approve a temporary on-sale liquor license issued to the Lake Elmo Jaycees for their Huff n’ Puff Days event held August 11 through 14, 2016, subject to approval of the Director of MN Alcohol and Gambling Enforcement Division, and waive both the \$25 liquor license fee and the fee for Lion’s Park ball field lighting.”



Minnesota Department of Public Safety
 Alcohol and Gambling Enforcement Division
 445 Minnesota Street, Suite 222, St. Paul, MN 55101
 651-201-7500 Fax 651-297-5259 TTY 651-282-6555

**APPLICATION AND PERMIT FOR A 1 DAY
 TO 4 DAY TEMPORARY ON-SALE LIQUOR LICENSE**

Name of organization Lake Elmo Jaycees		Date organized October 1970	Tax exempt number 1072528
Address PO Box 198	City Lake Elmo	State Minnesota	Zip Code 55042
Name of person making application Heather Noyes		Business phone 651-438-5504	Home phone 612-801-6145
Date(s) of event August 11-14, 2016	Type of organization <input type="checkbox"/> Club <input checked="" type="checkbox"/> Charitable <input type="checkbox"/> Religious <input type="checkbox"/> Other non-profit		
Organization officer's name		City	State
<input checked="" type="checkbox"/> Casey Block- President	Minneapolis	Minnesota	55410
<input checked="" type="checkbox"/> Justin Schwingle - PRVP	South St. Paul	Minnesota	55075
<input type="button" value="Add New Officer"/>			

Location where permit will be used. If an outdoor area, describe.
 Lions Park. Lake Elmo, MN. We will have a beer trailer next to the concessions building, behind counters & blocked off to prevent unauthorized access.

If the applicant will contract for intoxicating liquor service give the name and address of the liquor license providing the service.
 na

If the applicant will carry liquor liability insurance please provide the carrier's name and amount of coverage.
 Insurance By Design, LLC. 14041 Burnhaven Drive, Suite #101. Burnsville, MN 55337. \$1,000,000.

APPROVAL

APPLICATION MUST BE APPROVED BY CITY OR COUNTY BEFORE SUBMITTING TO ALCOHOL AND GAMBLING ENFORCEMENT

City/County	Date Approved
City Fee Amount	Permit Date
Date Fee Paid	City/County E-mail Address

Signature City Clerk or County Official

Approved Director Alcohol and Gambling Enforcement

CLERKS NOTICE: Submit this form to Alcohol and Gambling Enforcement Division 30 days prior to event.

PLEASE PROVIDE A VALID E-MAIL ADDRESS FOR THE CITY/COUNTY AS ALL TEMPORARY PERMIT APPROVALS WILL BE SENT BACK VIA EMAIL. E-MAIL THE APPLICATION SIGNED BY CITY/COUNTY TO AGE.TEMPORARYAPPLICATION@STATE.MN.US



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
5/2/2016

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

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

PRODUCER Insurance By Design, LLC 14041 Burnhaven Drive Suite 100 Burnsville MN 55337	CONTACT NAME: Julie Quiring PHONE (A/C, No, Ext): (952) 808-7002 E-MAIL ADDRESS: julieq@insurancedesign.net	FAX (A/C, No): (952) 808-7004
	INSURER(S) AFFORDING COVERAGE	
INSURED Minnesota Jaycees, Inc Affiliated Local Chapters 5775 Wayzata Blvd, Suite 700 St. Louis Park MN 55416	INSURER A: Scottsdale Insurance Company	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** CL1591502146 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> \$2,500 DEDUCTIBLE <input checked="" type="checkbox"/> EXCL ATHLETIC PART GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X		ACS0000232	9/22/2015	9/22/2016	EACH OCCURRENCE \$ 1,000,000
	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000						
	MED EXP (Any one person) \$ 2,500						
	PERSONAL & ADV INJURY \$ 1,000,000						
							GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 2,000,000
							\$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	LIQUOR LIABILITY			ACS0000232	9/22/2015	9/22/2016	EACH OCCURRENCE \$1,000,000 ANNUAL AGGREGATE \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Provides evidence of insurance for Lake Elmo Jaycees. Holder is listed as additional insured under the general liability policy for Huff n'Puff Days to be held 8/11/16 to 8/14/16.

CERTIFICATE HOLDER City of Lake Elmo 3800 Laverne Ave N Lake Elmo, MN 55042	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE LuAnn Paulet/JAQ
---	--

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MAYOR & COUNCIL COMMUNICATION

DATE: May 17, 2016
CONSENT
ITEM # 11

AGENDA ITEM: Inwood Trunk Watermain Improvements – Pay Request No. 1

SUBMITTED BY: Chad Isakson, Project Engineer

THROUGH: Kristina Handt, City Administrator

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

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

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

POLICY RECOMMENDER: Engineering.

FISCAL IMPACT: None. Partial payment is proposed in accordance with the Contract for the project. Payment remains within the authorized scope and budget.

SUMMARY AND ACTION REQUESTED:

The City Council is respectfully requested to consider approving Pay Request No. 1 for the Inwood Trunk Watermain Improvements project.

LEGISLATIVE HISTORY/BACKGROUND INFORMATION:

Northdale Construction Company, Inc., the Contractor for the project, has submitted Partial Pay Estimate No. 1 in the amount of \$349,571.01. The request has been reviewed and payment is recommended in the amount requested. In accordance with the contract documents, the City has retained 5% of the total work completed. The amount retained is \$18,398.47.

RECOMMENDATION:

Staff is recommending that the City Council consider approving, *as part of the Consent Agenda*, Pay Request No. 1 for the Inwood Trunk Watermain Improvements project. If removed from the consent agenda, the recommended motion for the action is as follows:

“Move to approve Pay Request No. 1 to Northdale Construction Company, Inc. in the amount of \$349,571.01 for the Inwood Trunk Watermain Improvements”.

ATTACHMENT(S):

1. Partial Pay Estimate No. 1

PROJECT PAY FORM


PARTIAL PAY ESTIMATE NO. <u>1</u>	FOCUS ENGINEERING, inc.
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INWOOD AVENUE TRUNK WATERMAIN IMPROVEMENTS PROJECT NO. 2014.130	PERIOD OF ESTIMATE FROM <u>3/23/2016</u> TO <u>4/30/2016</u>
--	---

PROJECT OWNER: CITY OF LAKE ELMO 3800 LAVERNE AVENUE NORTH LAKE ELMO, MN 55042 ATTN: JACK GRIFFIN, CITY ENGINEER	CONTRACTOR: NORTHDALE CONSTRUCTION COMPANY, INC. 9760 71ST STREET NE ALBERTVILLE, MN 55301 ATTN: PHILIP LESNAR
---	---

CONTRACT CHANGE ORDER SUMMARY				PAY ESTIMATE SUMMARY	
No.	Approval Date	Amount			
		Additions	Deductions		
				1. Original Contract Amount	\$1,411,737.31
				2. Net Change Order Sum	\$0.00
				3. Revised Contract (1+2)	\$1,411,737.31
				4. *Work Completed	\$367,969.48
				5. *Stored Materials	\$0.00
				6. Subtotal (4+5)	\$367,969.48
				7. Retainage* <u>5.0%</u>	\$18,398.47
				8. Previous Payments	\$0.00
				9. Amount Due (6-7-8)	\$349,571.01
TOTALS		\$0.00	\$0.00		
NET CHANGE		\$0.00		*Detailed Breakdown Attached	

CONTRACT TIME					
START DATE:	<u>3/23/2016</u>	ORIGINAL DAYS	<u>191</u>	ON SCHEDULE YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>	
SUBSTANTIAL COMPLETION:	<u>8/26/2016</u>	REVISED DAYS	<u>0</u>		
FINAL COMPLETION:	<u>9/30/2016</u>	REMAINING	<u>153</u>		

ENGINEER'S CERTIFICATION: The undersigned certifies that the work has been reviewed and to the best of their knowledge and belief, the quantities shown in this estimate are correct and the work has been performed in accordance with the contract documents.	FOCUS Engineering, inc.  _____ ENGINEER <u>5/6/2016</u> DATE
--	---

CONTRACTOR'S CERTIFICATION: The undersigned Contractor certifies that to the best of their knowledge, information and belief the work covered by this payment estimate has been completed in accordance with the contract documents, that all amounts have been paid by the contractor for work for which previous payment estimates was issued and payments received from the owner, and that current payment shown herein is now due.	CONTRACTOR  _____ BY <u>5/7/2016</u> DATE
--	--

APPROVED BY OWNER: CITY OF LAKE ELMO, MINNESOTA	
_____ BY	_____ BY
_____ DATE	_____ DATE

**INWOOD AVENUE TRUNK WATERMAIN IMPROVEMENTS
CITY OF LAKE ELMO, MINNESOTA
PROJECT NO. 2014.130**



ITEM	DESCRIPTION OF PAY ITEM	UNIT	CONTRACT			THIS PERIOD		TOTAL TO DATE	
			QUANTITY	UNIT PRICE	AMOUNT	QUANTITY	AMOUNT	QUANTITY	AMOUNT
DIVISION 1 - GENERAL									
1	MOBILIZATION	LS	1	\$64,800.00	\$64,800.00	1.00	\$64,800.00	1.00	\$64,800.00
2	TRAFFIC CONTROL	LS	1	\$22,945.00	\$22,945.00	0.25	\$5,736.25	0.25	\$5,736.25
3	SILT FENCE, MACHINE SLICED	LF	600	\$4.13	\$2,478.00	105	\$433.65	105	\$433.65
4	CLEAR AND GRUB TREE	EA	6	\$750.00	\$4,500.00	0	\$0.00	0	\$0.00
5	DITCH CHECK	EA	10	\$104.50	\$1,045.00	0	\$0.00	0	\$0.00
SUBTOTAL - DIVISION 1					\$95,768.00		\$70,969.90		\$70,969.90
DIVISION 2 - WATERMAIN									
1	CONNECT TO EXISTING 8" WATERMAIN	EA	1	\$7,483.75	\$7,483.75	0	\$0.00	0	\$0.00
2	CONNECT TO EXISTING 16" WATERMAIN	EA	2	\$13,187.61	\$26,375.22	1	\$13,187.61	1	\$13,187.61
3	HYDRANT	EA	11	\$4,431.40	\$48,745.40	2	\$8,862.80	2	\$8,862.80
4	HYDRANT EXTENSION	LF	6	\$1,628.80	\$9,772.80	0	\$0.00	0	\$0.00
5	6" GATE VALVE AND BOX	EA	10	\$2,476.08	\$24,760.80	2	\$4,952.16	2	\$4,952.16
6	8" GATE VALVE AND BOX	EA	3	\$2,920.05	\$8,760.15	0	\$0.00	0	\$0.00
7	12" GATE VALVE AND BOX	EA	2	\$4,117.60	\$8,235.20	2	\$8,235.20	2	\$8,235.20
8	16" BUTTERFLY VALVE AND BOX	EA	19	\$10,711.98	\$203,527.62	3	\$32,135.94	3	\$32,135.94
9	1" CORPORATION STOP WITH FUSIBLE SADDLE	EA	3	\$709.63	\$2,128.89	2	\$1,419.26	2	\$1,419.26
10	1" CURB STOP AND CURB BOX	EA	3	\$775.20	\$2,325.60	1	\$775.20	1	\$775.20
11	1" COPPER WATER SERVICE PIPE	LF	100	\$50.97	\$5,097.00	20	\$1,019.40	20	\$1,019.40
12	6" DUCTILE IRON WATERMAIN PIPE, CLASS 52	LF	75	\$63.87	\$4,790.25	43	\$2,714.48	43	\$2,714.48
13	8" DUCTILE IRON WATERMAIN PIPE, CLASS 52	LF	96	\$70.32	\$6,750.72	0	\$0.00	0	\$0.00
14	12" DUCTILE IRON WATERMAIN PIPE, CLASS 52	LF	28	\$108.70	\$3,043.60	25	\$2,690.33	25	\$2,690.33
15	16" DUCTILE IRON WATERMAIN PIPE, CLASS 52	LF	25	\$126.98	\$3,174.50	30	\$3,809.40	30	\$3,809.40
16	16" HDPE DIPS DR11 WATERMAIN, DIRECTIONAL DRILL	LF	11,015	\$74.75	\$823,371.25	2,466	\$184,333.50	2,466	\$184,333.50
17	DUCTILE IRON FITTINGS	LB	5,810	\$10.74	\$62,399.40	1,674	\$17,978.76	1,674	\$17,978.76
18	HORIZONTAL DIRECTIONAL DRILLING BORE PITS	LS	1	\$49,462.20	\$49,462.20	0	\$12,365.55	0	\$12,365.55
19	WATER SERVICE CONNECTION PITS	LS	1	\$7,000.00	\$7,000.00	0	\$2,310.00	0	\$2,310.00
20	TRIVIEW TEST STATION MARKER	EA	18	\$156.02	\$2,808.36	0	\$0.00	0	\$0.00
SUBTOTAL - DIVISION 2					\$1,310,012.71		\$296,789.58		\$296,789.58
DIVISION 3 - STORM SEWER									
1	SALVAGE CONCRETE PIPE CULVERT	LF	60	\$15.00	\$900.00	14	\$210.00	14	\$210.00
2	INSTALL SALVAGED PIPE CULVERT	LF	60	\$31.11	\$1,866.60	0	\$0.00	0	\$0.00
SUBTOTAL - DIVISION 3					\$2,766.60		\$210.00		\$210.00
DIVISION 4 - STREET CONSTRUCTION									
1	SALVAGE AND REINSTALL MAILBOX	EA	2	\$165.00	\$330.00	0	\$0.00	0	\$0.00
2	SALVAGE AND REINSTALL SIGN	EA	13	\$220.00	\$2,860.00	0	\$0.00	0	\$0.00
SUBTOTAL - DIVISION 4					\$3,190.00		\$0.00		\$0.00
TOTALS					\$1,411,737.31		\$367,969.48		\$367,969.48



MAYOR & COUNCIL COMMUNICATION

DATE: May 17, 2016
CONSENT
ITEM # 12

AGENDA ITEM: Inwood Water Tower (No. 4) – Pay Request No. 1

SUBMITTED BY: Chad Isakson, Project Engineer

THROUGH: Kristina Handt, City Administrator

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

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

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

POLICY RECOMMENDER: Engineering.

FISCAL IMPACT: None. Partial payment is proposed in accordance with the Contract for the project. Payment remains within the authorized scope and budget.

SUMMARY AND ACTION REQUESTED:

The City Council is respectfully requested to consider approving Pay Request No. 1 for the Inwood Water Tower (No. 4) project.

LEGISLATIVE HISTORY/BACKGROUND INFORMATION:

CB&I, Inc., the Contractor for the project, has submitted Partial Pay Estimate No. 1 in the amount of \$45,505.00. The request has been reviewed and payment is recommended in the amount requested. In accordance with the contract documents, the City has retained 5% of the total work completed. The amount retained is \$2,395.00.

RECOMMENDATION:

Staff is recommending that the City Council consider approving, *as part of the Consent Agenda*, Pay Request No. 1 for the Inwood Water Tower (No. 4) project. If removed from the consent agenda, the recommended motion for the action is as follows:

“Move to approve Pay Request No. 1 to CB&I, Inc. in the amount of \$45,505 for the Inwood Water Tower (No. 4) Project”.

ATTACHMENT(S):

1. Partial Pay Estimate No. 1

PROJECT PAY FORM

PARTIAL PAY ESTIMATE NO. <u>1</u>	FOCUS ENGINEERING, inc.
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INWOOD WATER TOWER NO. 4 PROJECT NO. 2015.130	PERIOD OF ESTIMATE FROM <u>4/1/2016</u> TO <u>4/30/2016</u>
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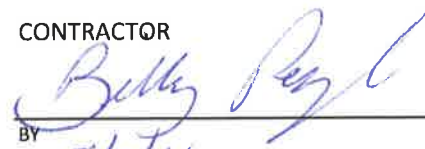
PROJECT OWNER: CITY OF LAKE ELMO 3800 LAVERNE AVENUE NORTH LAKE ELMO, MN 55042 ATTN: JACK GRIFFIN, CITY ENGINEER	CONTRACTOR: CB&I Inc. 14109 S. ROUTE 59 PLAINFIELD, IL 60544 ATTN: MICHAEL ALLISON
--	--

CONTRACT CHANGE ORDER SUMMARY				PAY ESTIMATE SUMMARY	
No.	Approval Date	Amount			
		Additions	Deductions		
				1. Original Contract Amount	\$2,395,000.00
				2. Net Change Order Sum	\$0.00
				3. Revised Contract (1+2)	\$2,395,000.00
				4. *Work Completed	\$47,900.00
				5. *Stored Materials	\$0.00
				6. Subtotal (4+5)	\$47,900.00
				7. Retainage* <u>5.0%</u>	\$2,395.00
				8. Previous Payments	\$0.00
				9. Amount Due (6-7-8)	\$45,505.00
TOTALS		\$0.00	\$0.00		
NET CHANGE		\$0.00	\$0.00		

*Detailed Breakdown Attached

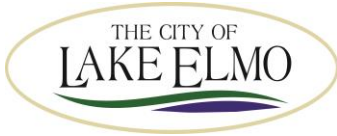
CONTRACT TIME					
START DATE:	<u>4/7/2016</u>	ORIGINAL DAYS	<u>574</u>	ON SCHEDULE	
SUBSTANTIAL COMPLETION:	<u>9/28/2017</u>	REVISED DAYS	<u>0</u>	YES	<input checked="" type="checkbox"/>
FINAL COMPLETION:	<u>11/2/2017</u>	REMAINING	<u>551</u>	NO	<input type="checkbox"/>

ENGINEER'S CERTIFICATION: The undersigned certifies that the work has been reviewed and to the best of their knowledge and belief, the quantities shown in this estimate are correct and the work has been performed in accordance with the contract documents.	SEH, Inc.  _____ ENGINEER <u>4/30/2016</u> _____ DATE
--	---

CONTRACTOR'S CERTIFICATION: The undersigned Contractor certifies that to the best of their knowledge, information and belief the work covered by this payment estimate has been completed in accordance with the contract documents, that all amounts have been paid by the contractor for work for which previous payment estimates was issued and payments received from the owner, and that current payment shown herein is now due.	CONTRACTOR  _____ BY <u>5/3/16</u> _____ DATE
--	---

APPROVED BY OWNER: CITY OF LAKE ELMO, MINNESOTA	
BY _____	BY _____
DATE _____	DATE _____

ITEM	DESCRIPTION OF PAY ITEM	UNIT	CONTRACT			THIS PERIOD		TOTAL TO DATE	
			QUANTITY	UNIT PRICE	AMOUNT	QUANTITY	AMOUNT	QUANTITY	AMOUNT
DIVISION 1 - SITE & UTILITY WORK									
1	MOBILIZATION	LS	1	\$16,000.00	\$16,000.00	0.00	\$0.00	0.00	\$0.00
2	ROCK CONSTRUCTION ENTRANCE	EA	1	\$3,822.00	\$3,822.00	0.00	\$0.00	0.00	\$0.00
3	TRAFFIC CONTROL	LS	1	\$2,068.00	\$2,068.00	0	\$0.00	0	\$0.00
4	SUBGRADE EXCAVATION	CY	120	\$10.00	\$1,200.00	0	\$0.00	0	\$0.00
5	GEOTEXTILE FABRIC TYPE V	SY	200	\$6.00	\$1,200.00	0	\$0.00	0	\$0.00
6	ORGANIC TOPSOIL BORROW	CY	100	\$30.00	\$3,000.00	0	\$0.00	0	\$0.00
7	SELECT GRANULAR BORROW	CY	150	\$16.00	\$2,400.00	0	\$0.00	0	\$0.00
8	AGGREGATE BASE, CLASS 6	TON	1,250	\$22.00	\$27,500.00	0	\$0.00	0	\$0.00
9	BIT WEARING COURSE MIX (WEA240B)	TON	65	\$99.00	\$6,435.00	0	\$0.00	0	\$0.00
10	BIT NON-WEARING COURSE MIX (WEB240B)	TON	65	\$99.00	\$6,435.00	0	\$0.00	0	\$0.00
11	TACK COAT	GAL	35	\$10.00	\$350.00	0	\$0.00	0	\$0.00
12	8" CONCRETE APRON	SF	350	\$25.00	\$8,750.00	0	\$0.00	0	\$0.00
13	4" CONCRETE WALK	SF	100	\$20.00	\$2,000.00	0	\$0.00	0	\$0.00
14	CONNECT TO EXISTING WATERMAIN	EA	1	\$2,300.00	\$2,300.00	0	\$0.00	0	\$0.00
15	6" DIP WATER MAIN PIPE, CL. 52	LF	10	\$110.00	\$1,100.00	0	\$0.00	0	\$0.00
16	16" DIP WATER MAIN PIPE, CL. 52	LF	120	\$140.00	\$16,800.00	0	\$0.00	0	\$0.00
17	6" GATE VALVE & BOX	EA	1	\$1,980.00	\$1,980.00	0	\$0.00	0	\$0.00
18	HYDRANT	EA	1	\$4,864.00	\$4,864.00	0	\$0.00	0	\$0.00
19	DIP FITTINGS	LB	700	\$2.50	\$1,750.00	0	\$0.00	0	\$0.00
20	POLYETHYLENE ENCASEMENT	LF	140	\$2.00	\$280.00	0	\$0.00	0	\$0.00
21	4' X 4' CATCH BASIN WITH GRATING	EA	1	\$2,618.00	\$2,618.00	0	\$0.00	0	\$0.00
22	1.5" CLEAR TOCK	CY	16	\$76.00	\$1,216.00	0	\$0.00	0	\$0.00
23	GEOTEXTILE FABRIC TYPE I	SY	30	\$6.00	\$180.00	0	\$0.00	0	\$0.00
24	18" RCP STORM SEWER PIPE, CL. V	LF	90	\$68.00	\$6,120.00	0	\$0.00	0	\$0.00
25	18" APRON W/TRASH GUARD	EA	1	\$1,700.00	\$1,700.00	0	\$0.00	0	\$0.00
26	HAND PLACED RIP RAP, CL. III	CY	10	\$92.00	\$920.00	0	\$0.00	0	\$0.00
27	GEOTEXTILE FABRIC TYPE IV	SY	37	\$3.00	\$111.00	0	\$0.00	0	\$0.00
28	PREASSEMBLED SILT FENCE	LF	500	\$2.25	\$1,125.00	0	\$0.00	0	\$0.00
29	STRAW BIOROLL	LF	1,000	\$2.00	\$2,000.00	0	\$0.00	0	\$0.00
30	TEMPORARY SEEDING (MIX 22-111 WITH TYPE I MULCH)	AC	1.5	\$4,000.00	\$6,000.00	0	\$0.00	0	\$0.00
31	SEEDING (MIX 25-131 WITH FERTILIZER & HYDROMULCH)	AC	1.5	\$3,500.00	\$5,250.00	0	\$0.00	0	\$0.00
SUBTOTAL - DIVISION 1					\$137,474.00		\$0.00		\$0.00
DIVISION 2 - ELEVATED STORAGE TANK									
1	INSURANCE AND BONDS	LS	1	\$47,900.00	\$47,900.00	1	\$47,900.00	1	\$47,900.00
2	ENGINEERING & APPROVAL	LS	1	\$239,500.00	\$239,500.00	0	\$0.00	0	\$0.00
3	TANK MATERIALS	LS	1	\$316,100.00	\$316,100.00	0	\$0.00	0	\$0.00
4	TANK FABRICATION & SHIP	LS	1	\$287,700.00	\$287,700.00	0	\$0.00	0	\$0.00
5	FOUNDATION CONSTRUCTION	LS	1	\$413,400.00	\$413,400.00	0	\$0.00	0	\$0.00
6	CONCRETE SHAFT CONSTRUCTION	LS	1	\$372,100.00	\$372,100.00	0	\$0.00	0	\$0.00
7	TANK ERECTION (ON GROUND)	LS	1	\$214,600.00	\$214,600.00	0	\$0.00	0	\$0.00
8	TANK PAINT (ON GROUND)	LS	1	\$142,300.00	\$142,300.00	0	\$0.00	0	\$0.00
9	HOIST TANK	LS	1	\$43,450.00	\$43,450.00	0	\$0.00	0	\$0.00
10	TANK PAINT (IN AIR)	LS	1	\$74,200.00	\$74,200.00	0	\$0.00	0	\$0.00
11	STERILIZE AND TEST	LS	1	\$976.00	\$976.00	0	\$0.00	0	\$0.00
12	ELECTRICAL	LS	1	\$89,800.00	\$89,800.00	0	\$0.00	0	\$0.00
13	WATER TOWER CONTROL PANEL AND RTU	LS	1	\$15,500.00	\$15,500.00	0	\$0.00	0	\$0.00
SUBTOTAL - DIVISION 2					\$2,257,526.00		\$47,900.00		\$47,900.00
TOTALS					\$2,395,000.00		\$47,900.00		\$47,900.00



MAYOR & COUNCIL COMMUNICATION

DATE: May 17, 2016
CONSENT
ITEM # 13

AGENDA ITEM: Eagle Point Boulevard Street and Utility Improvements – Change Order No. 3

SUBMITTED BY: Ryan Stempski, Project Engineer

THROUGH: Kristina Handt, City Administrator

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

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

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

POLICY RECOMMENDER: Engineering.

FISCAL IMPACT: None. This change order only impacts the Contract Final Completion Date for the project.

SUMMARY AND ACTION REQUESTED:

The City Council is respectfully requested to consider approving Change Order No. 3 for the Eagle Point Boulevard Street & Utility Improvements.

LEGISLATIVE HISTORY/BACKGROUND INFORMATION:

This change order extends the contract times for final completion by 107 days from June 15, 2016 to September 30, 2016. The time extension for final completion is being requested by the City to minimize scarring and damage to the new pavement from construction work on adjacent property. More specifically, this time extension allows the placement of the final wear course of bituminous until after substantial construction activity on the ISD 916 Pankalo School has been

completed this summer. The Contractor has agreed to defer the placement of the final wear course without requesting additional payment.

With approval of Change Order No. 3, the revised Final Completion date will be September 30, 2016.

RECOMMENDATION:

Staff is recommending that the City Council approve, *as part of the consent agenda*, Change Order No. 3 for the Eagle Point Boulevard Street & Utility Improvements, thereby extending the Contract Times for Final Completion until September 30, 2016. If removed from the consent agenda, the recommended motion for the action is as follows:

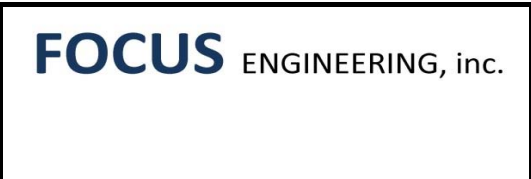
“Move to approve Change Order No. 3 for the Eagle Point Boulevard Street & Utility Improvements Project”.

ATTACHMENT(S):

1. Change Order No. 3.

CONTRACT CHANGE ORDER FORM

CITY OF LAKE ELMO, MINNESOTA
EAGLE POINT BLVD STREET & UTILITY IMPROVEMENTS
PROJECT NO. 2015.120



CHANGE ORDER NO. 3 **DATE:** May 2, 2016

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

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

CHANGE ORDER DESCRIPTION / JUSTIFICATION:

This change order extends the contract time for Final Completion by 107 days from June 15, 2016 to September 30, 2016. The time extension is being requested by the City to minimize surface damage to the new pavement from construction activities on the adjacent ISD 196 Pankalo School site. Furthermore it is recommended to pave the final lift of asphalt after both concrete driveway entrances have been completed by the school for their project. This sequence of events would minimize the need to cut into the new street to match the driveways to the street edge. Ultimately, the City will receive a better street finish at no additional cost by delaying the placement of the final street layer to September 30, 2016.

Attachments (list documents supporting change): _____

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

Amount of Original Contract	\$ 1,249,494.09
Sum of Additions/Deductions approved to date	\$ (28,500.00)
Contract Amount to date	\$ 1,220,994.09
Amount of this Change Order (ADD) (DEDUCT) (NO CHANGE)	\$ 0.00
Revised Contract Amount	\$ 1,220,994.09
The Contract Period for Final Completion will be (UNCHANGED) (INCREASED) (DECREASED)	<u>107</u> days

<p>APPROVED BY ENGINEER: FOCUS Engineering, inc.</p> <p>_____</p> <p>ENGINEER</p> <p>_____</p> <p>DATE</p> <p>APPROVED BY OWNER: CITY OF LAKE ELMO, MINNESOTA</p> <p>_____</p> <p>BY</p> <p>_____</p> <p>DATE</p>	<p>APPROVED BY CONTRACTOR</p> <p>_____</p> <p>BY</p> <p>_____</p> <p>DATE</p> <p>_____</p> <p>BY</p> <p>_____</p> <p>DATE</p>
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MAYOR & COUNCIL COMMUNICATION

DATE: May 17, 2016
CONSENT
ITEM # 14

AGENDA ITEM: 2016 Seal Coat Project – West Lakeland Township Joint Services Agreement

SUBMITTED BY: Ryan Stempiski, Assistant City Engineer

THROUGH: Kristina Handt, City Administrator

REVIEWED BY: Jack Griffin, City Engineer
Cathy Bendel, Finance Director
Mike Bouthilet, Public Works

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 and Public Works.

FISCAL IMPACT: Cost savings of \$3,000 in engineering and administration services. Seal coat unit price reduction also anticipated based on economy of scale at the time of construction.

Through a joint project effort, the City of Lake Elmo, West Lakeland Township and, at times, Baytown Township, have been realizing project cost savings through an economy of scale and sharing in project expenses for preparation of plans and specifications, bidding, and construction administration. In addition, staff believes that by combining the project work for multiple communities, we can continue to promote a more favorable bidding environment that may result in lower overall construction costs.

SUMMARY AND ACTION REQUESTED:

The City Council is respectfully requested to consider approving the West Lakeland Township Joint Services Agreement for the 2016 Seal Coat Project.

LEGISLATIVE HISTORY/BACKGROUND INFORMATION:

Since 2012, Lake Elmo and West Lakeland Township have successfully contracted jointly for the annual street seal coat projects to share and reduce overall project costs. Staff has reviewed and updated the Joint Services Agreement with West Lakeland Township in preparation of the 2016 Seal Coat Project. Staff is recommending that the city continue to work jointly with West Lakeland Township to perform seal coating for routine maintenance of city and township streets. The agreement identifies the terms and conditions upon which the City of Lake Elmo prepares and administers a contract for the 2016 Seal Coat Project to be completed on streets within both the city and township. Each jurisdiction pays its portion of the construction costs and shares in the engineering design, bidding and construction administration costs. The construction observation services would be contracted directly by each jurisdiction.

The City of Lake Elmo is defined as the lead entity and prepares the plans and specifications with input from the township. The city bids the project and enters into a contract with the selected contractor for all the work. West Lakeland will pay a fee to the city in the amount of \$3,000 to reimburse the city for the design, bidding and construction administration services related to the project. The township will reimburse the city within 30 days of receiving contractor invoices for the work performed on West Lakeland streets.

RECOMMENDATION:

Staff is recommending that the City Council consider approving, *as part of the consent agenda*, the West Lakeland Township Joint Services Agreement for the 2016 Seal Coat Project. If removed from the consent agenda, the recommended motion for this action is as follows:

***“Move to approve the West Lakeland Township Joint Services Agreement
for the 2016 Seal Coat Project.”***

ATTACHMENT(S):

1. West Lakeland Township Joint Services Agreement for the 2016 Seal Coat Project.

JOINT SERVICES AGREEMENT FOR THE 2016 SEAL COAT PROJECT

This Agreement is made this ___ day of _____ 2016, by and between the West Lakeland Township (hereinafter referred to as “West Lakeland”) and the City of Lake Elmo (hereinafter referred to as “Lake Elmo”).

WHEREAS, it is the desire of the parties, and it is the purpose of this Agreement, that certain road-related services be performed or contracted by Lake Elmo on behalf of West Lakeland for the purpose of seal coating certain street segments as designated by West Lakeland;

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth below, the above parties hereto agree as follows:

1. Term: The term of this Agreement shall commence upon the date of execution and shall be for the duration of the one year warranty period for the 2016 Seal Coat Project.

2. Services. For the term of this Agreement, Lake Elmo shall provide West Lakeland with the following services in and on behalf of West Lakeland and at the direction of West Lakeland’s Engineer:

- a. Lake Elmo will provide professional engineering services to prepare Plans and Specifications and Contract documents for the 2016 Seal Coat Project. The project will include seal coating of street segments located in West Lakeland, in addition to the street segments located in Lake Elmo for which Lake Elmo is otherwise contracting.
- b. Prior to March 15, 2016, West Lakeland will provide Lake Elmo with a plan, designating and depicting the street segments to be seal coated in West Lakeland, said plan to be suitable for inclusion in the Plan documents, along with a tabulation of the estimated quantities (in square yards) showing the seal coating work to be performed in West Lakeland as a part of the project.
- c. Lake Elmo will advertise the 2016 Seal Coat Project for contractor bids and may award a contract for seal coating, or a portion of thereof, as deemed in the best interests of Lake Elmo. If Lake Elmo awards a contract for the 2016 Seal Coat Project and West Lakeland agrees, the award shall include that portion of streets within West Lakeland.
- d. Lake Elmo will provide professional engineering services for the construction administration of the contract.
- e. At its sole cost and expense, West Lakeland will provide a construction observer to inspect the seal coat work performed on West Lakeland streets.

3. Payments. West Lakeland shall make payments to Lake Elmo for services related to the project or directly for services as follows:

- a. West Lakeland will pay Lake Elmo a fee in the amount of \$3,000 for engineering and administration fees performed by Lake Elmo for the seal coat project. Lake Elmo will invoice this amount to West Lakeland once the Lake Elmo City Council accepts the bids and awards the construction contract.
- b. Lake Elmo will make Contractor payments for all work completed in accordance with the Contract. West Lakeland will reimburse Lake Elmo for the work completed and paid to the contractor in accordance with the contract for the actual quantities of work performed on West Lakeland streets.
- c. Lake Elmo will invoice West Lakeland for services to be reimbursed by West Lakeland as outlined above and West Lakeland will pay all invoices within 30 days after receipt of the invoice. Lake Elmo shall include with its invoices copies of the contractor's claims showing the amount charged for the work performed and materials used in West Lakeland.

4. Insurance. Lake Elmo shall require its contractor(s) to provide insurance as specified below, and West Lakeland shall be named as an additional insured on such insurance:

Comprehensive General Liability	\$1,000,000 per occurrence, \$2,000,000 aggregate
Auto Liability	\$1,200,000 per occurrence
Workers compensation	Statutory amount

5. Indemnification. Lake Elmo agrees to defend, indemnify and hold harmless West Lakeland, and its officials, agents and employees from and against all claims, actions, damages, losses and expenses, including attorneys fees, arising out of or resulting from Lake Elmo's performance of the duties required under this Agreement, provided that any such claim, action, damage, loss or expense is caused in whole or in part by an alleged negligent act, omission, or willful misconduct (including, but not limited to, a claimed breach of contract made by the contractor) of Lake Elmo. Lake Elmo agrees to require, as part of its contract with the contractor used to provide the seal coating, to include West Lakeland in the contractor's indemnification obligation under the contract. West Lakeland agrees to defend, indemnify and hold harmless Lake Elmo, and its officials, agents and employees from and against all claims, actions, damages, losses and expenses, including attorneys' fees, arising out of or resulting from West Lakeland's performance of the duties required of it under this Agreement, provided that any such claim, action, damage, loss or expense is caused in whole or in part by an alleged negligent act or omission or willful misconduct of West Lakeland. This provision shall not be construed as a waiver by either party of any defenses, immunities or limitations on liability to which they are entitled, under Minnesota Statutes, Chapter 466 or otherwise. Under no circumstances shall a party be required to pay on behalf of itself and other parties, any amounts in excess of the limits of liability established in Minnesota Statutes, Chapter 466, applicable to any one party. The limits of liability for some or all of the parties may not be added together to determine the maximum amount of liability for any party.

6. Service Contract. This is a service contract. The parties do not intend to create, and nothing herein shall be construed as creating, a joint powers agreement, joint venture, or joint enterprise. However, to the extent a court of competent jurisdiction may find such a relationship exists, Lake Elmo and West Lakeland shall be considered a single governmental entity as provided

in Minnesota Statutes, section 471.59, subdivision 1a for the purposes of determining total liability. The limits of liability for Lake Elmo and West Lakeland shall not be added together to determine the maximum amount of liability for either party or for any occurrence.

7. Contracting Procedure and Oversight. Lake Elmo shall be solely responsible for letting the contracts for the services to be provided hereunder in accordance with all applicable laws, rules, and regulations. The bonds obtained from the contractor for the work shall include the work to be performed in West Lakeland. Lake Elmo shall, to the extent reasonably necessary, assist West Lakeland to draw upon the performance bond as needed to complete or correct any work the contractor fails to perform in West Lakeland in accordance with the contract. West Lakeland will be responsible for inspecting the work to be performed in West Lakeland, but Lake Elmo shall be responsible for generally overseeing the contractor’s performance of services in accordance with the contract.

8. Miscellaneous. This Agreement is solely for the benefit of the parties hereto and no other person shall have any right, claim, or interest in it.

9. Legal Compliance. Both parties agree to comply with all applicable state, federal and local laws, rules and regulations in carrying out their respective obligations under this Agreement.

10. Entire Agreement. This Agreement represents the entire agreement between Lake Elmo and West Lakeland and supersedes and cancels any and all prior agreements or proposals, written or oral, between the parties relating to the subject matter hereof. No amendments, addenda, alterations, or modifications to the terms and conditions of this Agreement shall be effective unless in writing and signed by both parties.

IN WITNESS WHEREOF, the parties have set forth their hands on the day and year first written above.

CITY OF LAKE ELMO

TOWN OF WEST LAKELAND

By: _____
Its Mayor

By: _____
Its Town Chairperson

Date

Date

By: _____
Its City Administrator

By: _____
Its Town Clerk-Treasurer

Date

Date



MAYOR & COUNCIL COMMUNICATION

DATE: May 17, 2016

CONSENT

ITEM # 15

AGENDA ITEM: 2016 Seal Coat Project – Accept Bids and Award Contract

SUBMITTED BY: Ryan Stempski, Assistant City Engineer

THROUGH: Kristina Handt, City Administrator

REVIEWED BY: Jack Griffin, City Engineer
Cathy Bendel, Finance Director
Mike Bouthilet, Public Works

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: \$152,875.00.

As itemized in this report below the total post-bid project cost for the 2016 Seal Coat Project is \$158,375.00 to be paid through the General Fund (Fund No. 101-430-3120-42250).

SUMMARY AND ACTION REQUESTED:

The City Council is respectfully requested to consider accepting contractor bids and awarding a contract for the 2016 Seal Coat Project.

LEGISLATIVE HISTORY/BACKGROUND INFORMATION:

Bids were received, publicly opened, and read aloud on May 5, 2016. FOCUS Engineering, Inc. has prepared and attached the Tabulation of Bids and a Letter of Recommendation for the award of the contract. The City received three (3) bids for this project, with Pearson Bros., Inc. providing the lowest bid amount of \$1.19 per square yard for the base bid and \$1.25 per square yard for the alternate bid. The Engineer’s post-design construction cost estimate for the base bid was \$1.23 per square yard and \$1.33 per square yard for the alternate bid.

This project will be completed jointly with West Lakeland Township with the Township reimbursing Lake Elmo their portion of the construction cost; with West Lakeland at \$56,028.00 (26.8%). West Lakeland will also pay Lake Elmo \$3,000 for engineering and administration fees once the Lake Elmo City Council accepts the bids and awards the construction contract. Construction observation services will be contracted directly by each jurisdiction for the work performed on their streets.

The post-bid construction estimate for Lake Elmo is \$152,875.00 (73.2%) for the alternate bid, which includes higher performing asphalt (CRS-2P) to provide a better product and to reduce resident complaints. The total engineering design, bidding and construction services is estimated to be \$8,500 less \$3,000 to be reimbursed by West Lakeland Township. The Lake Elmo total project cost is therefore estimated to be \$158,375.00.

RECOMMENDATION:

Staff is recommending that the City Council approve Resolution No. 2016-40, thereby accepting the bids and awarding a Contract to Pearson Bros., Inc. If removed from consent, the recommended motion for this action is as follows:

“Move to approve Resolution No. 2016-40 Accepting the Bids and Awarding a Contract to Pearson Bros., Inc. in the amount of \$208,903.00 for the 2016 Seal Coat Project; which includes the alternate bid for Lake Elmo in the amount of \$152,875.00 and the alternate bid for West Lakeland in the amount of \$56,028.00.”

ATTACHMENT(S):

1. Resolution 2016-40
2. Engineer’s Letter of Award Recommendation and Tabulation of Bids.
3. Project Schedule.

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

RESOLUTION NO. 2016-40

**A RESOLUTION ACCEPTING THE BIDS AND AWARDING A
CONTRACT FOR THE 2016 SEAL COAT PROJECT**

WHEREAS, pursuant to an advertisement for bids for the 2016 Seal Coat Project, bids were received, opened, and tabulated according to law, and bids were received complying with the advertisement; and

WHEREAS, bids were tabulated, checked and summarized to verify that all requirements of the submittals were met; and

WHEREAS, the project engineer reviewed the bids and has provided a letter recommending the award of the contract to the lowest responsible bidder, Pearson Brothers, Inc., in the amount of \$208,903.00.

NOW, THEREFORE, IT IS HEREBY RESOLVED,

1. That the Mayor and City Clerk are hereby authorized and directed to enter into a Contract in the accordance with the above ordered Project, in the amount of the Contractor's lowest responsible bid, and according to the plans and specifications thereof approved by the City Council.
2. The City Clerk is hereby authorized and directed to return forthwith to all bidders the deposits made with their bids, except that the deposits of the successful bidder and the next two lowest bidders shall be retained until a contract has been signed.

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

CITY OF LAKE ELMO

By: _____
Mike Pearson
Mayor

(Seal)

ATTEST:

Julie Johnson
City Clerk

FOCUS ENGINEERING, inc.

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

May 9, 2016

Honorable Mayor and City Council
City of Lake Elmo, Minnesota

2016 Seal Coat Project
City of Lake Elmo, Minnesota
FOCUS Project No. 2016.118

Dear Mayor and City Council:

Bids for the 2016 Seal Coat Project were received on May 5, 2016, at 3:00 PM with the following results:

Contractor	Base Bid	Alternate Bid
Pearson Bros., Inc.		
<i>City of Lake Elmo</i>	\$145,537.00	\$152,875.00
<u><i>West Lakeland Township</i></u>	<u>\$53,130.00</u>	<u>\$56,028.00</u>
TOTAL:	\$198,667.00	\$208,903.00
Allied Blacktop Co.		
<i>City of Lake Elmo</i>	\$147,983.00	\$154,098.00
<u><i>West Lakeland Township</i></u>	<u>\$59,409.00</u>	<u>\$61,824.00</u>
TOTAL:	\$207,392.00	\$215,922.00
Fahrner Asphalt		
<i>City of Lake Elmo</i>	\$188,342.00	\$203,018
<u><i>West Lakeland Township</i></u>	<u>\$74,382.00</u>	<u>\$80,178.00</u>
TOTAL:	\$262,724.00	\$283,196.00

A complete Tabulation of Bids is enclosed for your information. We recommend that you award the Contract to the lowest responsible bidder, Pearson Brothers, Inc. in the total amount of \$208,903.00 for their alternate bid to Lake Elmo in the amount of \$152,875.00; and alternate bid for West Lakeland in the amount of \$56,028.00.

Please contact me with any questions you may have.

Sincerely,

Ryan W. Stempksi, P.E.
Project Engineer

Enclosure

cc: Jack Griffin, City Engineer

TABULATION OF BIDS

2016 SEAL COAT PROJECT
CITY OF LAKE ELMO & WEST LAKELAND TWP
PROJECT NO. 2016.118

FOCUS ENGINEERING, inc.

BIDS OPENED: MAY 5, 2016, AT 3:00 PM

BASE BID (CRS-2 EMULSIFIED ASPHALT)			ENGINEER'S ESTIMATE		Pearson Bros., Inc.		Allied Blacktop Company		Fahrner Asphalt		Astech Corp.		
ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT
CITY OF LAKE ELMO													
1	BITUMINOUS SEAL COAT WITH 1/8" DRESSER TRAP ROCK	122,300	SY	\$ 1.23	\$ 150,429.00	\$ 1.19	\$ 145,537.00	\$ 1.21	\$ 147,983.00	\$ 1.54	\$ 188,342.00	Did Not Submit	
CITY OF WEST LAKELAND													
2	BITUMINOUS SEAL COAT WITH 1/8" DRESSER TRAP ROCK	48,300	SY	\$ 1.23	\$ 59,409.00	\$ 1.10	\$ 53,130.00	\$ 1.23	\$ 59,409.00	\$ 1.54	\$ 74,382.00	Did Not Submit	
TOTAL					\$ 209,838.00	\$ 198,667.00		\$ 207,392.00		\$ 262,724.00			

ALTERNATE BID NO. 1 (CRS-2P EMULSIFIED ASPHALT)			ENGINEER'S ESTIMATE		Pearson Bros., Inc.		Allied Blacktop Company		Fahrner Asphalt		Astech Corp.		
ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT
CITY OF LAKE ELMO													
1	BITUMINOUS SEAL COAT WITH 1/8" DRESSER TRAP ROCK	122,300	SY	\$ 1.33	\$ 162,659.00	\$ 1.25	\$ 152,875.00	\$ 1.26	\$ 154,098.00	\$ 1.66	\$ 203,018.00	Did Not Submit	
CITY OF WEST LAKELAND													
2	BITUMINOUS SEAL COAT WITH 1/8" DRESSER TRAP ROCK	48,300	SY	\$ 1.33	\$ 64,239.00	\$ 1.16	\$ 56,028.00	\$ 1.28	\$ 61,824.00	\$ 1.66	\$ 80,178.00	Did Not Submit	
TOTAL					\$ 226,898.00	\$ 208,903.00		\$ 215,922.00		\$ 283,196.00			

CITY OF LAKE ELMO
2016 SEAL COAT PROJECT
PROJECT NO. 2016.118

PROJECT SCHEDULE

April 7, 2016	Placement of Advertisement for Bids. –Oakdale-Lake Elmo Review. Publication on April 13 – Quest CDN. Publication on April 13
May 5, 2016	Receive Contractor bids.
May 17, 2016	City Council accepts bids and awards Contract.
May 20, 2016	Process and send out Contract Documents.
June 9, 2016	Receipt of Contractor’s Bonds/Legal Review.
June 14, 2016	Conduct Pre-Construction Meeting and Issue Notice to Proceed.
June 15, 2016	Contractor begins Work.
July 15, 2016	Substantial Completion of Work (including sweeping of excess aggregate).
August 31, 2016	Final Completion of Work (including Punchlist and final documentation).



MAYOR & COUNCIL COMMUNICATION

DATE: May 17, 2016

CONSENT

ITEM # 16

AGENDA ITEM: 2016 Street Full Depth Patching – Accept Quotes and Award Contract

SUBMITTED BY: Ryan Stempski, Assistant City Engineer

THROUGH: Kristina Handt, City Administrator

REVIEWED BY: Jack Griffin, City Engineer
Cathy Bendel, Finance Director
Mike Bouthilet, Public Works

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: \$55,820.00.

The 2016 Street Full Depth Patching work would be paid from the Street Budget under the General Fund. With this cost the street maintenance work, including crack seal, seal coat, overlay and full depth patching would be completed within the total 2016 budget amount.

SUMMARY AND ACTION REQUESTED:

The City Council is respectfully requested to consider accepting contractor quotes and awarding a contract for the 2016 Street Full Depth Patching project.

LEGISLATIVE HISTORY/BACKGROUND INFORMATION:

In addition to the City’s annual street maintenance work completed by Public Works staff, the City contracts out street maintenance for crack sealing, seal coating, occasional mill and overlay work and full depth patch repairs. This work is part of the City annual street maintenance budget. To date, contractor bids or quotes have been received for the 2016 Crack Seal Project, the 2016 Seal Coat Project and the 2016 Overlay Project. In each case, the bids or quotes have been favorable, coming in well under budget.

On May 11, 2016, staff received two contractor quotes to complete full depth street patching work along 14th Street North within the Homestead neighborhood. The work will repair localized areas of pavement distress near the entrance of the neighborhood where the street is in significant disrepair. The work will serve to extend the useful life of this roadway and will help defer the neighborhood streets from a more significant street improvement project. It is recommended to have this work completed in 2016. In 2017, all streets in the neighborhood are scheduled to be seal coated.

To comply with competitive bidding law for contracts between \$25,000 and \$100,000, the City may use direct negotiation. When direct negotiation is used, two quotes must be obtained and kept on file for the period of one year. Contractor quotes were obtained from local, reputable paving contractors with the following results:

Hardrives, Inc. = \$55,820.00.

T.A. Schifsky & Sons, Inc. = \$68,040.00.

The breakdown of these quote totals can be seen in the attached Contracts, with staff recommending the low quote of \$55,820.00 from Hardrives, Inc.

RECOMMENDATION:

Staff is recommending that the City Council accept the quotes and award a Contract to Hardrives, Inc. If removed from consent, the recommended motion for this action is as follows:

“Move to accept the quotes and award a Contract to Hardrives, Inc. in the amount of \$55,820.00 for the 2016 Street Full Depth Patching Project.”

ATTACHMENT(S):

1. Hardrives, Inc. Construction Contract for the 2016 Street Full Depth Patching Project.
2. T.A. Schifsky & Sons, Inc. Construction Contract for the 2016 Street Full Depth Patching Project.

**CONSTRUCTION CONTRACT FOR THE
2016 STREET FULL DEPTH PATCHING PROJECT
LAKE ELMO, MINNESOTA**

This Contract, made this 17th day of May 2016, by the City of Lake Elmo, Minnesota (hereinafter called the "Owner") and Hardrives, Inc. (hereinafter called the "Contractor").

WITNESSETH that the parties hereto agree as follows:

The Contractor shall provide all labor, services, materials, equipment and machinery, transportation, tools, fuel, power, light, heat, telephone, water, sanitary facilities, traffic control, temporary facilities, and all other facilities and incidentals, including profit and overhead, necessary for the performance, testing, start-up, and completion of the work as described herein:

DESCRIPTION OF WORK: The Contractor shall complete full-depth pavement patch repairs along 14th Street North in Lake Elmo, MN at the direction and in the locations specified by the City. All work shall be completed within the specified time frame and under the terms and conditions provided within this Construction Contract, and in accordance with the "General Conditions" shown in this contract. The contractor shall complete the proposed work by **SEPTEMBER 30, 2016**.

The extents of the patch excavation area shall be marked in the field by the City and must be sawcut perpendicular across the entire street section from lip of curb to lip of curb. Sawcutting is incidental to the patching work.

Full-depth patching shall include the removal of the entire pavement surface layer, regardless of its thickness, over the patching area. A Test Roll shall be completed with a fully loaded aggregate truck over the street and is incidental to the patching work. The existing aggregate base areas that pass a Test Roll, as determined by the City inspector, shall be tolerated and re-compacted prior to paving. The areas that do not pass a Test Roll, as determined by the City inspector, shall receive new Class 6 aggregate base material to a depth specified by the City. Each excavation shall be inspected by the City to determine if additional base material removal is needed to provide for a firm support. The aggregate base shall be tolerated to meet a minimum 2% crown to facilitate drainage. The bituminous surface shall be replaced using two compacted layers and shall include tack coat between them. The Bituminous Base Course (SPNWB230B) shall be a minimum 1.5" thick and the Bituminous Wear Course (SPWEA240B) shall be a minimum 1.5" thick.

All bituminous testing shall be in accordance with MnDOT 2360 and is incidental to the patching work. The test procedure shall be the Ordinary Compaction Method. Aggregate gradation testing shall be as specified in MnDOT 2211 and MnDOT 3138. Water shall be applied at such times and in such amounts as necessary for proper aggregate compaction.

The City will make payment for the whole contract upon acceptance by the City of all work required hereunder and in compliance with all the terms and conditions of this contract. Payment to the Contractor will be made for only the actual quantities of work performed using the unit prices provided within this Contract and listed below, except that the total amount cannot exceed \$55,820 without prior written authorization by the City Engineer. All materials, labor, tools and equipment needed to complete full-depth pavement repair work that is not specifically itemized below with a unit price and estimated quantity shall be incidental to the work. The City may add or reduce the project quantities in the best interest of the City.

Mobilization 1 LS - \$3,000.00

Remove Bituminous and Tolerance – 3,700 SY x \$2.85/SY = \$10,545.00

1.5" SPNWB230B – 350 Tons x \$52.00/Ton = \$18,200.00

1.5" SPWEA240B – 350 Tons x \$54.50/Ton = \$19,075.00

Remove & Replace Class 6 Aggregate Base – 500 SY x \$10.00/SY = \$5,000.00

TOTAL ESTIMATED AMOUNT: \$55,820.00

IN WITNESS WHEREOF, the parties hereto have executed this contract as of the date first above written.

(Contractor)

(City of Lake Elmo)

GENERAL CONDITIONS

- I. CHANGES IN WORK. - The Owner may at any time, make changes in the drawings and specifications, within the general scope thereof. If such changes cause an increase or decrease in the amount due under this contract or in the time required for its performance, an equitable adjustment will be made, and this contract will be modified accordingly by a "Contract Change Order". No charge for any extra work or material will be allowed unless the same has been ordered on such contract change order by the Owner and the price therefore stated in the order.
- II. INSPECTION OF WORK. - All materials and workmanship will be subject to inspection, examination, and test, by the Owner, who will have the right to reject defective material and workmanship or require its correction.
- III. COMPLETION OF WORK. - If the Contractor refuses or fails to complete the work within the time specified in this contract, or any extension thereof, the Owner may terminate the Contractor's rights to proceed. In such event the Owner may take over the work and prosecute the same to completion by contract or otherwise, and the Contractor will be liable for any excess cost occasioned the Owner thereby; and the Owner may take possession of and utilize in completing the work such materials and equipment as may be on the site of the work and necessary therefore. If the Owner does not terminate the right of the Contract to proceed, the Contractor will continue the work, in which event, actual damages for delay will be impossible to determine, and in lieu thereof, the Contractor may be required to pay to the Owner the sum of **\$100** as liquidated damages for each calendar day of delay, and the Contractor will be liable for the amount thereof: Provided, however, that the right of the Contractor to proceed will not be terminated because of delays in the completion of the completion of the work due to unforeseeable causes beyond the Contractor's control and without Contractor's fault or negligence.
- IV. RELEASES. - Prior to final payment, the Contractor will submit evidence that all payrolls, material bills, and other indebtedness connected with the work have been paid as required by the Owner.
- V. OBLIGATION TO DISCHARGE LIENS. - Acceptance by the Owner of the completed work performed by the Contractor and payment therefore by the Owner will not relieve the Contractor of obligation to the Owner (which obligation is hereby acknowledged) to discharge any and all liens for the benefit of subcontractors, laborers, material-person, or any other persons performing labor upon the work or furnishing material or machinery for the work covered by this contract, which have attached to or may subsequently attach to the property, or interest of the Owner.
- VI. NOTICES AND APPROVAL IN WRITING. - Any notice, consent, or other act to be given or done hereunder will be valid only if in writing.
- VII. CLEANING UP. - The Contractor shall keep the premises free from accumulation of waste material and rubbish and at the completion of the work shall remove from the premises all rubbish, implements and surplus materials.
- VIII. WARRANTY. - Contractor warrants and guarantees that title to all work, materials, and equipment covered by any Application for Payment, whether incorporated in the Project or not, will pass to Owner no later than the time of payment free and clear of all Liens. If within one year after completion of the work, any work is found to be defective, Contractor shall promptly, without cost to the Owner, correct such defective work as approved by the Owner.
- IX. IDEMNIFICATION. - Contractor shall defend and indemnify the city against claims brought or actions filed against the city or any of its officers, employees or agents for property damage, bodily injury or death to third persons, arising out of or relating to contractors work under the contract.
- X. WORKERS' COMPENSATION INSURANCE. - Contractor shall provide a certificate of insurance showing evidence of workers' compensation coverage or provide evidence of qualification as a self-insurer of workers' compensation.
- XI. LIABILITY INSURANCE REQUIREMENTS. - A certificate of insurance acceptable to the City shall be filed with the City prior to the commencement of the work. The certificate and the required insurance policies shall contain a provision that the coverage afforded under the contract will not be canceled or allowed to expire until at least 30 days prior written notice has been given to the city. Contractor shall maintain commercial general liability (CGL) insurance with a limit of not less than \$1,000,000 each occurrence and an aggregate limit of not less than \$2,000,000. The CGL insurance shall cover liability arising from premises, operations, independent contractors, subcontractors, products-completed operations, personal injury and advertising injury, and contractually-assumed liability. The city shall be named as an additional insured under the CGL. Contractor shall maintain automobile liability insurance, and if necessary, umbrella liability insurance with a limit of not less than \$1,000,000 each accident and an aggregate limit of not less than \$2,000,000. The insurance shall cover liability arising out of any auto, including owned, hired, and non-owned autos.

**CONSTRUCTION CONTRACT FOR THE
2016 STREET FULL DEPTH PATCHING PROJECT
LAKE ELMO, MINNESOTA**

This Contract, made this 17th day of May 2016, by the City of Lake Elmo, Minnesota (hereinafter called the "Owner") and T.A. Schifsky & Sons, Inc. (hereinafter called the "Contractor").

WITNESSETH that the parties hereto agree as follows:

The Contractor shall provide all labor, services, materials, equipment and machinery, transportation, tools, fuel, power, light, heat, telephone, water, sanitary facilities, traffic control, temporary facilities, and all other facilities and incidentals, including profit and overhead, necessary for the performance, testing, start-up, and completion of the work as described herein:

DESCRIPTION OF WORK: The Contractor shall complete full-depth pavement patch repairs along 14th Street North in Lake Elmo, MN at the direction and in the locations specified by the City. All work shall be completed within the specified time frame and under the terms and conditions provided within this Construction Contract, and in accordance with the "General Conditions" shown in this contract. The contractor shall complete the proposed work by **SEPTEMBER 30, 2016**.

The extents of the patch excavation area shall be marked in the field by the City and must be sawcut perpendicular across the entire street section from lip of curb to lip of curb. Sawcutting is incidental to the patching work.

Full-depth patching shall include the removal of the entire pavement surface layer, regardless of its thickness, over the patching area. A Test Roll shall be completed with a fully loaded aggregate truck over the street and is incidental to the patching work. The existing aggregate base areas that pass a Test Roll, as determined by the City inspector, shall be tolerated and re-compacted prior to paving. The areas that do not pass a Test Roll, as determined by the City inspector, shall receive new Class 6 aggregate base material to a depth specified by the City. Each excavation shall be inspected by the City to determine if additional base material removal is needed to provide for a firm support. The aggregate base shall be tolerated to meet a minimum 2% crown to facilitate drainage. The bituminous surface shall be replaced using two compacted layers and shall include tack coat between them. The Bituminous Base Course (SPNWB230B) shall be a minimum 1.5" thick and the Bituminous Wear Course (SPWEA240B) shall be a minimum 1.5" thick.

All bituminous testing shall be in accordance with MnDOT 2360 and is incidental to the patching work. The test procedure shall be the Ordinary Compaction Method. Aggregate gradation testing shall be as specified in MnDOT 2211 and MnDOT 3138. Water shall be applied at such times and in such amounts as necessary for proper aggregate compaction.

The City will make payment for the whole contract upon acceptance by the City of all work required hereunder and in compliance with all the terms and conditions of this contract. Payment to the Contractor will be made for only the actual quantities of work performed using the unit prices provided within this Contract and listed below, except that the total amount cannot exceed \$55,820 without prior written authorization by the City Engineer. All materials, labor, tools and equipment needed to complete full-depth pavement repair work that is not specifically itemized below with a unit price and estimated quantity shall be incidental to the work. The City may add or reduce the project quantities in the best interest of the City.

Mobilization 1 LS – Included at no charge.

Remove Bituminous and Tolerance – 3,700 SY x \$3.70/SY = \$13,690.00

1.5" SPNWB230B – 350 Tons x \$70.00/Ton = \$24,500.00

1.5" SPWEA240B – 350 Tons x \$71.00/Ton = \$24,850.00

Remove & Replace Class 6 Aggregate Base – 500 SY x \$10.00/SY = \$5,000.00

TOTAL ESTIMATED AMOUNT: \$68,040.00

IN WITNESS WHEREOF, the parties hereto have executed this contract as of the date first above written.

(Contractor)

(City of Lake Elmo)

GENERAL CONDITIONS

- I. CHANGES IN WORK. - The Owner may at any time, make changes in the drawings and specifications, within the general scope thereof. If such changes cause an increase or decrease in the amount due under this contract or in the time required for its performance, an equitable adjustment will be made, and this contract will be modified accordingly by a "Contract Change Order". No charge for any extra work or material will be allowed unless the same has been ordered on such contract change order by the Owner and the price therefore stated in the order.
- II. INSPECTION OF WORK. - All materials and workmanship will be subject to inspection, examination, and test, by the Owner, who will have the right to reject defective material and workmanship or require its correction.
- III. COMPLETION OF WORK. - If the Contractor refuses or fails to complete the work within the time specified in this contract, or any extension thereof, the Owner may terminate the Contractor's rights to proceed. In such event the Owner may take over the work and prosecute the same to completion by contract or otherwise, and the Contractor will be liable for any excess cost occasioned the Owner thereby; and the Owner may take possession of and utilize in completing the work such materials and equipment as may be on the site of the work and necessary therefore. If the Owner does not terminate the right of the Contract to proceed, the Contractor will continue the work, in which event, actual damages for delay will be impossible to determine, and in lieu thereof, the Contractor may be required to pay to the Owner the sum of **\$100** as liquidated damages for each calendar day of delay, and the Contractor will be liable for the amount thereof: Provided, however, that the right of the Contractor to proceed will not be terminated because of delays in the completion of the completion of the work due to unforeseeable causes beyond the Contractor's control and without Contractor's fault or negligence.
- IV. RELEASES. - Prior to final payment, the Contractor will submit evidence that all payrolls, material bills, and other indebtedness connected with the work have been paid as required by the Owner.
- V. OBLIGATION TO DISCHARGE LIENS. - Acceptance by the Owner of the completed work performed by the Contractor and payment therefore by the Owner will not relieve the Contractor of obligation to the Owner (which obligation is hereby acknowledged) to discharge any and all liens for the benefit of subcontractors, laborers, material-person, or any other persons performing labor upon the work or furnishing material or machinery for the work covered by this contract, which have attached to or may subsequently attach to the property, or interest of the Owner.
- VI. NOTICES AND APPROVAL IN WRITING. - Any notice, consent, or other act to be given or done hereunder will be valid only if in writing.
- VII. CLEANING UP. - The Contractor shall keep the premises free from accumulation of waste material and rubbish and at the completion of the work shall remove from the premises all rubbish, implements and surplus materials.
- VIII. WARRANTY. - Contractor warrants and guarantees that title to all work, materials, and equipment covered by any Application for Payment, whether incorporated in the Project or not, will pass to Owner no later than the time of payment free and clear of all Liens. If within one year after completion of the work, any work is found to be defective, Contractor shall promptly, without cost to the Owner, correct such defective work as approved by the Owner.
- IX. IDEMNIFICATION. - Contractor shall defend and indemnify the city against claims brought or actions filed against the city or any of its officers, employees or agents for property damage, bodily injury or death to third persons, arising out of or relating to contractors work under the contract.
- X. WORKERS' COMPENSATION INSURANCE. - Contractor shall provide a certificate of insurance showing evidence of workers' compensation coverage or provide evidence of qualification as a self-insurer of workers' compensation.
- XI. LIABILITY INSURANCE REQUIREMENTS. - A certificate of insurance acceptable to the City shall be filed with the City prior to the commencement of the work. The certificate and the required insurance policies shall contain a provision that the coverage afforded under the contract will not be canceled or allowed to expire until at least 30 days prior written notice has been given to the city. Contractor shall maintain commercial general liability (CGL) insurance with a limit of not less than \$1,000,000 each occurrence and an aggregate limit of not less than \$2,000,000. The CGL insurance shall cover liability arising from premises, operations, independent contractors, subcontractors, products-completed operations, personal injury and advertising injury, and contractually-assumed liability. The city shall be named as an additional insured under the CGL. Contractor shall maintain automobile liability insurance, and if necessary, umbrella liability insurance with a limit of not less than \$1,000,000 each accident and an aggregate limit of not less than \$2,000,000. The insurance shall cover liability arising out of any auto, including owned, hired, and non-owned autos.



MAYOR & COUNCIL COMMUNICATION

DATE: May 17, 2016
CONSENT
ITEM # 17

AGENDA ITEM: 2016 Crack Seal Project – Pay Request No. 1 (FINAL)

SUBMITTED BY: Ryan Stempki, Project Engineer

THROUGH: Kristina Handt, City Administrator

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

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

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

POLICY RECOMMENDER: Engineering.

FISCAL IMPACT: None. Final payment is proposed in accordance with the Contract for the project.

SUMMARY AND ACTION REQUESTED:

The City Council is respectfully requested to consider approving Pay Request No. 1 for the 2016 Crack Seal Project.

LEGISLATIVE HISTORY/BACKGROUND INFORMATION:

The 2016 Crack Seal Project has been fully completed. The Project Engineer has prepared a Certificate of Completion and is recommending acceptance of the improvements and release of payment in full. The one year warranty period will begin on May 17, 2016, and will extend to May 17, 2017.

RECOMMENDATION:

Staff is recommending that the City Council consider approving, *as part of the Consent Agenda*, Pay Request No. 1 to Gopher State Sealcoat, Inc. in the amount of \$29,828.00 for the 2016 Crack Seal Project. If removed from the consent agenda, the recommended motion for the action is as follows:

“Move to approve Pay Request No. 1 to Gopher State Sealcoat, Inc. in the amount of \$29,828.00 for the 2016 Crack Seal Project”.

ATTACHMENT(S):

1. Engineer’s Certificate of Completion dated May 17, 2016.
2. Gopher State Sealcoat Invoice dated April 27, 2016.
3. Lien Waiver dated May 5, 2016.

CERTIFICATE OF COMPLETION

DATE OF ISSUANCE: May 17, 2016

OWNER:	<u>CITY OF LAKE ELMO, MN</u>
CONTRACTOR:	<u>GOPHER STATE SEALCOAT, INC.</u>
PROJECT NAME:	<u>2016 CRACK SEAL PROJECT</u>
PROJECT NO.:	<u>2016.119</u>

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

I do hereby certify that the work to which this Certificate applies has been constructed in accordance with the Contract dated April 19, 2016. The above-mentioned improvement is hereby declared to be complete and acceptance of this work is recommended.

DATE OF COMPLETION: May 17, 2016

Ryan Stempski Reg. No. 45395

FOCUS Engineering, Inc.

THE WARRANTY PERIOD BEGINS May 17, 2016 AND ENDS May 17, 2017



Invoice

12519 Rhode Island Avenue
Savage, MN 55378

Date	Invoice #
4/27/2016	15725

Bill To
City of Lake Elmo Attn: Ryan Stempki 3800 Laverne Avenue North Lake Elmo, MN 55042

Job Location
various streets Lake Elmo

P.O. No.	Terms	Due Date	Rep
	Net 10	5/7/2016	CAO

Description	Amount
Crack Sealing -- locations per maps provided	29,828.00
We appreciate your business! Questions? Call (952) 931-9188.	
Total \$29,828.00	

Phone #	952-931-9188	Fax #	952-931-0956	info@gopherstatesealcoat.com
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RECEIPT AND WAIVER OF MECHANICS' LIEN RIGHTS

Date: 5/5/16

The undersigned hereby acknowledges receipt of the sum of \$29828.00
CHECK ONLY ONE:

- as partial payment for labor, skill and material furnished
- as payment for all labor, skill and material furnished or to be furnished (except the sum of retainage for holdback)
- as full and final payment for all labor, skill and material furnished or to be furnished to the following real property (legal description, street address or project name):

City of Lake Elmo, MN

Various streets per map provided

Project No. 2016.119

And for value hereby waives all rights acquired by the undersigned to file or record mechanic's lien against said real property for labor, skill or material furnished to said real property (only for the amount paid if Box 1 is checked, and except for retainage shown if Box 2 is checked). The undersigned affirms that all material furnished by the undersigned has been paid for, and all subcontractors employed by the undersigned have been paid in full, EXCEPT: None.

Note: If this instrument is executed by a Corporation, it must be signed by an Officer, and if executed by a Partnership, it must be signed by a Partner.

GOPHER STATE SEALCOAT, INC.

By: Alison L. Blackowiah

Title: Corporate Secretary

Address: 12519 Rhode Island Avenue
Savage, MN 55378

***The lien waiver only becomes valid upon successful cashing of payment.**