

## **NOTICE OF MEETING**

### **City Council Meeting**

**Tuesday, September 6, 2016 7:00 P.M.**

**City of Lake Elmo | 3800 Laverne Avenue North**

## **Agenda**

### **A. Call to Order/Pledge of Allegiance**

### **B. Approval of Agenda**

### **C. Approval of Minutes**

1. August 16, 2016

### **D. Public Comments/Inquiries**

### **E. Presentations**

### **F. Consent Agenda**

2. Approve Payment of Disbursements
3. Approve the TNT Public Hearing Date for the 2017 Budget and Tax Levy – *Resolution 2016-72*
4. Approve Master Subscriber Agreement and New MGA Request Form
5. Approve Village Preserve Easement Vacation – *Resolution 2016-73*
6. Village Preserve 1<sup>st</sup> Addition – Approve Reduction of Security #3
7. Approve 5<sup>th</sup> Street Irrigation Standards/General Irrigation Standards
8. Approve Service Contract with Youth Services Bureau for 2017
9. Wildflower at Lake Elmo 1<sup>st</sup> Addition – Approve Reduction of Security #4
10. Approve Grant Application for Sunfish Lake Park Trail Grooming Reimbursement – *Resolution 2016-74*

### **G. Regular Agenda**

11. HAIRitage 'Hous Massage Therapy Premises Permit Application – *Public Hearing*
12. The Royal Golf Course at Lake Elmo Concept PUD Plan
13. Tartan Park Comp Plan Amendment and Rezoning
14. OP4 Boulder Ponds LLC Zoning Map Amendment/PUD Amendment – *Ordinance 08-149*
15. OP Ordinance – *Ordinance 08-152; Resolution 2016-75*
16. Ordinance Amendment: Exemption from Platting for Subdivision of Property – *Ordinance 08-153; Resolution 2016-76*
17. Authorize Advertising for a Building Inspector
18. Old Village Sanitary Sewer Extensions – CIP Phasing and Assessment Plan; Accept Sewer Petitions
19. Financing Matters Related to Downtown Project
20. Tablyn Park Upgrades
21. Easton Village Park Additional Cost

### **H. Staff Reports and Announcements**

### **I. Adjourn**

**CITY OF LAKE ELMO  
CITY COUNCIL MINUTES  
AUGUST 16, 2016**

**CALL TO ORDER/PLEDGE OF ALLEGIANCE**

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

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

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

**APPROVAL OF AGENDA**

City Council Reports were removed from the Agenda.

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

**ACCEPT MINUTES**

A clarification was added to the Approval of the Agenda to reflect that an item was removed from the Consent Agenda. Minutes of the August 2, 2016 Regular Meeting were accepted by unanimous consent as amended.

**PUBLIC COMMENTS/INQUIRIES**

Nadine Obermueller, 8696 42<sup>nd</sup> Street North, commented on growing layers of government and cautioned against too much government growth.

Virginia Pleban, 8245 59<sup>th</sup> Street North, spoke about communication and encouraged listening with an open mind.

**PRESENTATIONS**

**Promotion of Two Probationary Firefighters**

*Councilmember Fliflet, seconded by Councilmember Bloyer, moved TO APPROVE THE PROMOTION OF JEREMY PENMAN AND BRANDAN PELTIER FROM PROBATIONARY STATUS TO FIREFIGHTER WITH BACK PAY TO ELIGIBILITY DATE. Motion passed 5 – 0.*

Fire Chief Malmquist conducted the swearing in of Firefighters Jeremy Penman and Brandan Peltier.

**CONSENT AGENDA**

- 3. Approve Payment of Disbursements**
- 4. Accept July 2016 Financial Statements**
- 5. Accept July 2016 Assessor's Report**
- 6. Accept July 2016 Building Department Report**
- 7. Accept July Fire Chief's Report**
- 8. Accept July Public Works Department Report**
- 9. Approve Special Assessment Abatement Requested by Washington County – Resolution 2016-66**

10. Approve 2016 Seal Coat Project – Pay Request No. 1
11. Approve 2016 Street, Drainage and Utility Improvements – Pay Request No. 3
12. Approve Inwood Trunk Watermain Improvements – Pay Request No. 4.
13. Approve Inwood Booster Station – Pay Request No. 3
14. Approve Inwood Booster Station – Change Order No. 1
15. Approve Inwood Water Tower (No. 4) – Pay Request No. 3

Consent Agenda approved by unanimous consent.

**ITEM 16: Dan Greensweig, LMCIT Assistant Administrator**

Mr. Greensweig reported that the City's insurance coverage is up for renewal and will be reviewed by the LMCIT Board of Directors. Greensweig outlined reasons for concern over the risk level and stated LMCIT staff is considering recommending a higher deductible.

**ITEM 17: CSAH 13 (Ideal Avenue/Olson Lake Trail) – Approve Feasibility Report**

City Engineer Griffin reviewed the request for the Council to order a feasibility report for the CSAH 13 project so the costs can be assessed to the benefitting properties.

*Councilmember Lundgren, seconded by Councilmember Smith, moved TO APPROVE RESOLUTION NO 2016-67, ORDERING PREPARATION OF A FEASIBILITY REPORT BY FOCUS ENGINEERING FOR THE CSAH 13 PHASE 1 IMPROVEMENTS IN A NOT TO EXCEED AMOUNT OF \$7,000. Motion passed 5 – 0.*

**ITEM 18: OP4 Boulder Ponds LLC Zoning Map Amendment/PUD Amendment**

Planning Director Wensman reviewed the application to rezone two outlots and adjust the density. Discussion was held concerning the density that was approved with the final plat and the need for the applicant to join the two outlots in one zoning classification. Ben Schmidt of the Excelsior Group provided background on the zoning and stated that the group plans to construct senior housing on the combined outlots.

*Councilmember Smith, seconded by Councilmember Lundgren, moved TO POSTPONE THIS ITEM TO THE SEPTEMBER 6, 2016 CITY COUNCIL MEETING. Motion passed 5 – 0.*

**ITEM 19: Title XV, Chapter 154 of the Lake Elmo City Code Related to Temporary Health Care Dwellings**

City Planner Wensman reported on a new state law that allows for permitting and use of temporary health care dwellings. Wensman explained that the City can pass an ordinance to opt out of the law and not allow temporary health care dwellings as recommended by the Planning Commission.

*Councilmember Smith, seconded by Councilmember Lundgren, moved TO APPROVE ORDINANCE 08-151 OPTING OUT OF MINNESOTA STATUTES, SECTION 462.3593. Motion passed 5 – 0.*

**ITEM 20: Pigeon Ordinance**

Planning Director Wensman reviewed the proposed ordinance that would regulate the keeping of pigeons.

***Councilmember Fliflet, seconded by Councilmember Smith, moved TO APPROVE ORDINANCE 08-148 REGULATING THE KEEPING AND MAINTAINING OF PIGEONS.***

Discussion was held concerning the need for an ordinance and the current status of pigeons kept in the City. Resident Barry Weeks commented that his dad had an average of about 150 pigeons on a one acre lot in the past with no issues. Staff was directed by Council consensus to allow the keeping of pigeons without regulation.

**Motion withdrawn.**

**ITEM 21: Fence Ordinance Revisions**

Planning Director Wensman reviewed the fence ordinance relating to solid fences over four feet high. Wensman provided background information and requested the Council consider repealing Subd. (E)(3) and direct the Planning Commission to hold a public hearing on the repeal.

***Councilmember Bloyer, seconded by Councilmember Fliflet, moved TO DIRECT CITY STAFF AND THE PLANNING COMMISSION TO HOLD A PUBLIC HEARING AND CONSIDER RECOMMENDING APPROVAL OF THE CITY'S FENCING REGULATIONS THAT REPEALS SUBD. (E)(3) OF SECTION 154.205: FENCING REGULATIONS OF THE CITY CODE. Motion passed 4 – 0 – 1. (Smith – abstain)***

**ITEM 22: Village Preserve 2<sup>nd</sup> Addition Developer Agreement**

City Planner Wensman reviewed changes to the Developer Agreement that deviate from the template in the areas of phasing, security release for landscaping, landscaping and tree replacement, title policy, street signs and special assessments. Discussion was held concerning some of the changes.

***Mayor Pearson, seconded by Councilmember Lundgren, moved TO ADOPT RESOLUTION 2016-70 APPROVING THE DEVELOPER'S AGREEMENT FOR VILLAGE PRESERVE 2<sup>ND</sup> ADDITION WITH A CHANGE FROM ONE YEAR TO TWO YEARS IN SECTION 35B. Motion passed 5 – 0.***

**ITEM 23: Hammes Estates Development Agreement**

City Planner Wensman summarized the history and current status of the project. Wensman noted that the developer has agreed to install the tot lot as an HOA amenity to be installed at the developer's expense and owned by the HOA. City Attorney Sonsalla read suggested changes to paragraph 22, "Park Dedication". Chuck Alcon spoke on behalf of the developer and confirmed the commitment to installing the tot lot.

***Councilmember Bloyer, seconded by Councilmember Smith, moved TO ADOPT RESOLUTION 2016-70 AS AMENDED TO INCLUDE THE LANGUAGE SUGGESTED BY THE CITY ATTORNEY. Motion passed 5 – 0.***

**ITEM 24: RFP for Job Classification and Compensation Study**

City Administrator Handt presented information and recommendations from the Human Resources Committee for a job classification and compensation study, noting that the information would also be utilized in the pay equity report due to the state in January 2017.

***Councilmember Bloyer, seconded by Councilmember Lundgren, moved TO AUTHORIZE THE ISSUANCE OF A REQUEST FOR PROPOSALS FOR A JOB CLASSIFICATION AND COMPENSATION STUDY. Motion passed 5 – 0.***

**ITEM 25: An Ordinance Amending the Lake Elmo City Code of Ordinance by Amending the City's Provisions Related to the City Council and Summary Publication**

Administrator Handt reported that this item is a follow up from the August 10, 2016 workshop discussion regarding changes to section 31.04 of the City Code.

***Councilmember Smith, seconded by Mayor Pearson, moved TO APPROVE ORDINANCE 08-150.*** Friendly amendment accepted to add “from Council” after “All requests” in paragraph 2a on page 10; strike “by roll call vote” on page 9, paragraph C4; and to add that Council Meeting packets will be delivered 4 days prior to the meeting. **Motion passed 5 – 0.**

***Mayor Pearson, seconded by Councilmember Smith, moved TO ADOPT RESOLUTION 2016-69 APPROVING SUMMARY PUBLICATION OF ORDINANCE 08-150.***

**ITEM 26: No-Wake High Water Elevation Level for Lake Demontreville and Olson Lake**

Administrator Handt reviewed her staff report regarding possible review of the no wake threshold on Lake Demontreville and Olson Lake. Councilmember Lundgren stated that her intent was for all four lakes to be reviewed, not just Demontreville and Olson.

Terry Boczek, 8110 Demontreville Trail, stated that a compromise was reached on this issue a few years ago and it is working.

Patrick Dean, 8028 Hill Trail, reviewed the history of the no wake ordinance and stated that lake owners are losing property rights.

Debbie Dean, 8028 Hill Trail, stated that the Lake Demontreville & Olson Association is a small group of residents trying to restrict lake usage.

Cory Boudreau, 8382 Hidden Bay Trail, spoke against lowering the no wake level, stating that boat traffic is very low and not causing an erosion issue.

Dave Carlson, 8554 Hidden Bay Trail, stated opposition to any further restrictions on the lakes and added that he disagrees with the facts in the LDO letter.

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Dan Stoudt, 8012 Hill Trail, stated that further lake restrictions will prevent him from being able to utilize the lake with his daughters.

Roger Johnson, 8048 Hill Trail, stated that the LDO's purpose is to protect the shore of these two lakes that are small, shallow, narrow and busy.

Jim Arkell, 8131 Hidden Bay Trail, stated that the current lake level is working and he enjoys being able to use the lake with his granddaughters.

Tom Burns, 7962 Hill Trail, reported that he has no issues with erosion on his property and does not want additional restrictions.

Brenda Jo Carlson, 8554 N. Hidden Bay Trail, presented historic information on lake levels and stated that additional restrictions reduce property values.

Steve Schleicher, 4774 Olson Lake Trail, stated there is no evidence the current level is not working and there is no need for the Environmental Committee to review it.

Karen Slakey, 7872 Demontreville Trail, asked for the current level to remain in place and allow residents to use the lake.

Gary Fields, 4751 Olson Lake Trail, stated that he sees erosion on his property and others and supports sending the lake level to the Environmental Committee for review.

Trevor Judd, 7920 Hill Trail N., stated he moved to Lake Elmo to enjoy the lakes and opposes any changes.

Anne Judd, 7920 Hill Trail N., stated that she bought her home on the lake so she could train for waterskiing competitions and teach kids to water ski, adding she is opposed to any further restrictions.

Link Lavey, 8510 Hidden Bay Trail, paddle boards on both lakes and supports sending lake levels to the Environmental Committee for review.

Dale Dorschner, 3150 Lake Elmo Avenue N., expressed disappointment that the Lake Elmo Association was not notified and asked that lake level matters be left to the DNR and watershed districts.

Tony Nelson, 4535 Lake Jane Trail, stated he has noticed a lot of erosion during ice out and heavy rain, but boat damage is very small.

David Offord, 9369 Lake Jane Trail, stated there is a lack of data from experts and asked that the city not reconsider lake levels without data.

***Councilmember Bloyer, seconded by Councilmember Smith, moved TO REFER THE NO WAKE HIGH WATER ELEVATION LEVEL FOR LAKE DEMONTREVILLE AND OLSON TO THE ENVIRONMENTAL COMMITTEE WITH THE UNDERSTANDING THAT***

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***EVERY MEETING AND SUBCOMMITTEE BE VIDEOTAPED. Motion failed 0 – 3 – 2.  
(Fliflet, Lundgren, Smith – nay)***

***Councilmember Lundgren, seconded by Councilmember Smith, moved TO REFER THE NO  
WAKE HIGH WATER ELEVATION LEVEL FOR ALL FOUR LAKES TO THE  
ENVIRONMENTAL COMMITTEE. Friendly amendment accepted to add that the  
meetings will be videotaped. Motion passed 3 – 1 – 1. (Pearson, Bloyer – nay)***

**STAFF REPORTS AND ANNOUNCEMENTS**

**Administrator Handt:** Reported on upcoming road closures

**City Clerk Johnson:** Announced that the candidate filing period for City offices closed and candidate names are posted on the City's website.

**Finance Director Bendel:** Working on finalizing the budget and stormwater assessments

**City Attorney Sonsalla:** Working on nuisance ordinance update.

Meeting adjourned at 11:53 pm.

**LAKE ELMO CITY COUNCIL**

ATTEST:

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

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



## MAYOR & COUNCIL COMMUNICATION

**DATE:** September 6, 2016  
**CONSENT**  
**ITEM #2**  
**MOTION**

**AGENDA ITEM:** Approve Disbursements in the amount of \$455,115.02

**SUBMITTED BY:** Patty Baker, Accountant

**THROUGH:** Cathy Bendel, Finance Director

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

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

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

**POLICY RECOMMENDER:** Finance

**FISCAL IMPACT:** \$455,115.02

**SUMMARY AND ACTION REQUESTED:** As part of its Consent Agenda, the City Council is asked to approve disbursements in the amount of \$455,115.02. 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.

<b>Claim #</b>	<b>Amount</b>	<b>Description</b>
ACH	\$ 14,540.60	Payroll Taxes to IRS & MN Dept of Revenue 08/18/16
ACH	\$ 7,260.25	Payroll Retirement to PERA 08/18/16
ACH	\$ 1,200.00	Payroll Retirement to ICMA 08/18/16
DD7359-DD7392	\$ 35,159.15	Payroll (Direct Deposits) 08/18/16
44745-44754	\$ 7,963.65	Account Payable 08/31/16 Month End
ACH	\$ 14,111.25	Payroll Taxes to IRS & MN Dept of Revenue 09/01/16
ACH	\$ 7,298.09	Payroll Retirement to PERA 09/01/16
ACH	\$ 1,200.00	Payroll Retirement to ICMA 09/01/16
DD7392-DD7425	\$ 34,351.28	Payroll (Direct Deposits) 09/01/16
44755-44857	\$ 332,030.75	Accounts Payable 09/06/16
<b>TOTAL</b>	<b>\$ 455,115.02</b>	

**RECOMMENDATION:** Based on the aforementioned, the staff recommends the City Council approve as part of the Consent Agenda the aforementioned disbursements in the amount of \$455,115.02.

**ATTACHMENTS:**

1. Accounts Payable – check registers

*K. Hunt*

# Accounts Payable To Be Paid Proof List

User: PattyB  
 Printed: 09/01/2016 - 9:59 AM  
 Batch: 010-08-2016

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close PO Line #
ALEXAIR Alex Air Apparatus, Inc										
30461	08/11/2016	184.85	0.00	09/06/2016	Repair SCBA		-	No		0000
101-420-2220-44040 Repairs/Maint Eqpt										
30461 Total:										
		184.85								
30534	08/19/2016	450.00	0.00	09/06/2016	Annual FIT test		-	No		0000
101-420-2220-43050 Physicals										
30534 Total:										
		450.00								
ALEXAIR Total:										
		634.85								
AMAZONIN Amazon Inc										
	07/10/2016	849.21	0.00	09/06/2016	Adult, teen and kids books, DVD		-	No		0000
206-450-5300-42500 Library Collection Maintenance										
	07/10/2016	178.02	0.00	09/06/2016	Operating supplies		-	No		0000
206-450-5300-42000 Office Supplies										
	07/10/2016	-34.56	0.00	09/06/2016	Credit		-	No		0000
206-450-5300-42500 Library Collection Maintenance										
Total:										
		992.67								
AMAZONIN Total:										
		992.67								
AMLEGAL American Legal Publishing Corp										
111975	08/24/2016	1,385.00	0.00	09/06/2016	Code of Ordinance		-	No		0000
101-410-1320-43510 Legal Publishing										
111975 Total:										
		1,385.00								
AMLEGAL Total:										
		1,385.00								
ASPENMI Aspen Mills, Inc.										
185336	08/17/2016	334.45	0.00	09/06/2016	Witter Uniforms, nametag		-	No		0000
101-420-2220-44170 Uniforms										
185336 Total:										
		334.45								
185337	08/17/2016	180.90	0.00	09/06/2016	Malmquist uniforms		-	No		0000
101-420-2220-44170 Uniforms										
185337 Total:										
		180.90								

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
ASPENMI Total:		515.35								
BAKERTAY Baker & Taylor										
2032158949	07/18/2016	29.36	0.00	09/06/2016	Books		-	No		0000
206-450-5300-42500	Library Collection Maintenance									
	2032158949 Total:	29.36								
2032158950	07/18/2016	29.35	0.00	09/06/2016	Books		-	No		0000
206-450-5300-42500	Library Collection Maintenance									
	2032158950 Total:	29.35								
2032158951	07/18/2016	84.55	0.00	09/06/2016	Books		-	No		0000
206-450-5300-42500	Library Collection Maintenance									
	2032158951 Total:	84.55								
2032158952	07/18/2016	56.50	0.00	09/06/2016	Books		-	No		0000
206-450-5300-42500	Library Collection Maintenance									
	2032158952 Total:	56.50								
2032175461	07/22/2016	10.52	0.00	09/06/2016	Books		-	No		0000
206-450-5300-42500	Library Collection Maintenance									
	2032175461 Total:	10.52								
2032175462	07/22/2016	53.31	0.00	09/06/2016	Books		-	No		0000
206-450-5300-42500	Library Collection Maintenance									
	2032175462 Total:	53.31								
2032175463	07/22/2016	98.56	0.00	09/06/2016	Books		-	No		0000
206-450-5300-42500	Library Collection Maintenance									
	2032175463 Total:	98.56								
2032198843	08/02/2016	22.99	0.00	09/06/2016	Books		-	No		0000
206-450-5300-42500	Library Collection Maintenance									
	2032198843 Total:	22.99								
2032198844	08/02/2016	20.78	0.00	09/06/2016	Books		-	No		0000
206-450-5300-42500	Library Collection Maintenance									
	2032198844 Total:	20.78								
2032198845	08/02/2016	33.52	0.00	09/06/2016	Books		-	No		0000
206-450-5300-42500	Library Collection Maintenance									
	2032198845 Total:	33.52								
2032198846	08/02/2016	29.91	0.00	09/06/2016	Books		-	No		0000
206-450-5300-42500	Library Collection Maintenance									
	2032198846 Total:	29.91								
2032199908	08/02/2016	177.56	0.00	09/06/2016	Books		-	No		0000
206-450-5300-42500	Library Collection Maintenance									
	2032199908 Total:	177.56								
	BAKERTAY Total:	646.91								
BAYPORT Bayport Public Library										
	08/01/2016	240.00	0.00	09/06/2016	Library Card Reimbursement		-	No		0000
206-450-5300-44300	Miscellaneous									

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
Total:		240.00								
BAYPORT Total:		240.00								
<hr/>										
BERTELSO Bertelson's										
WO-221435-1	08/19/2016	49.06	0.00	09/06/2016	Bath tissue		-	No		0000
101-410-1940-44300	Miscellaneous									
WO-221435-1 Total:		49.06								
BERTELSO Total:		49.06								
<hr/>										
BIFFS Biff's Inc.										
W608076-608085	08/17/2016	846.00	0.00	09/06/2016	Portable restrooms		-	No		0000
101-450-5200-44120	Rentals - Buildings									
W608076-608085 Total:		846.00								
BIFFS Total:		846.00								
<hr/>										
BOLTONME Bolton & Menk, Inc										
0193356	08/11/2016	140.00	0.00	09/06/2016	PVR Station		-	No		0000
601-494-9400-43030	Engineering Services									
0193356	08/11/2016	210.00	0.00	09/06/2016	PVR Station		-	No		0000
602-495-9450-43030	Engineering Services									
0193356 Total:		350.00								
BOLTONME Total:		350.00								
<hr/>										
BRAUN Braun Intertec Corporation										
B066981	08/11/2016	1,738.00	0.00	09/06/2016	2016 Street, Drainage & Utility Improve.		-	No		0000
409-480-8000-43030	Engineering Services									
B066981 Total:		1,738.00								
BRAUN Total:		1,738.00								
<hr/>										
BRO Brodat Company										
442482	07/19/2016	252.00	0.00	09/06/2016	Book covering		-	No		0000
206-450-5300-42500	Library Collection Maintenance									
442482 Total:		252.00								
BRO Total:		252.00								
<hr/>										
C A C Companion Animal Control, LLC										
101-420-2700-43160	07/31/2016	500.00	0.00	09/06/2016	Animal Control - July		-	No		0000
101-420-2700-43160	Impounding									
101-420-2700-43160	07/31/2016	150.00	0.00	09/06/2016	Pick Up/Impoundment 7am - 7pm		-	No		0000
101-420-2700-43160	Impounding									

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
Total:		650.00								
C A C Total:		650.00								
CARDMEMB	Cardmember Service									
	08/19/2016	69.09	0.00	09/06/2016	Parts		-	No		0000
101-430-3120-42210	Equipment Parts									
	08/19/2016	64.26	0.00	09/06/2016	Holiday		-	No		0000
101-420-2220-44300	Miscellaneous									
	08/19/2016	600.00	0.00	09/06/2016	MSFCA conference		-	No		0000
101-420-2220-44370	Conferences & Training									
	08/19/2016	45.00	0.00	09/06/2016	Constant Contact		-	No		0000
101-410-1450-43180	Information Technology/Web									
	08/19/2016	134.44	0.00	09/06/2016	CC Workshop		-	No		0000
101-410-1320-44370	Conferences & Training									
	08/19/2016	27.24	0.00	09/06/2016	Seminar		-	No		0000
206-450-5300-42000	Office Supplies									
	08/19/2016	57.27	0.00	09/06/2016	Supplies		-	No		0000
206-450-5300-42500	Library Collection Maintenance									
	08/19/2016	672.75	0.00	09/06/2016	Newspaper, magazine sub.		-	No		0000
206-450-5300-44370	Conferences & Training									
	08/19/2016	314.00	0.00	09/06/2016	Library Conference		-	No		0000
101-420-2400-44330	Dues & Subscriptions									
	08/19/2016	95.00	0.00	09/06/2016	Dues		-	No		0000
101-420-2400-44370	Conferences & Training									
	08/19/2016	220.00	0.00	09/06/2016	Seminar		-	No		0000
101-450-5200-44030	Repairs/Maint Imp Not Bldgs									
	08/19/2016	499.27	0.00	09/06/2016	Backstop		-	No		0000
101-410-1410-44300	Miscellaneous									
	08/19/2016	405.40	0.00	09/06/2016	Election food		-	No		0000
Total:		3,203.72								
CARDMEMB Total:		3,203.72								
CENTPOW	Century Power Equipment									
	08/16/2016	18.79	0.00	09/06/2016	Parts		-	No		0000
101-450-5200-42210	Equipment Parts									
	08/18/2016	18.79	0.00	09/06/2016	Parts		-	No		0000
Total:		52.58								
CENTPOW Total:		52.58								

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close PLine #
COLEMER Colemer Jamie										
101-450-5200-44170	08/17/2016 Uniforms	54.98	0.00	09/06/2016	Work boots		-	No		0000
	Total:	54.98								
	COLEMER Total:	54.98								
COMPASS Compass Minerals										
71516916	08/18/2016	13,587.35	0.00	09/06/2016	Road salt		-	No		0000
101-430-3125-42290	Sand/Salt									
	71516916 Total:	13,587.35								
	COMPASS Total:	13,587.35								
COORDIN Coordinated Business Systems										
ARIN119559	08/09/2016	20.12	0.00	09/06/2016	Waste Tank		-	No		0000
101-410-1940-44040	Repairs/Maint Contractual Eqpt									
	ARIN119559 Total:	20.12								
	COORDIN Total:	20.12								
CREATHOM Creative Home Construction										
2016-294	08/31/2016	5,000.00	0.00	09/06/2016	Escrow Release 4088 Lady Slipper		-	No		0000
803-000-0000-22900	Deposits Payable									
	2016-294 Total:	5,000.00								
	CREATHOM Total:	5,000.00								
CTYROSEV City of Roseville										
221774	08/18/2016	4,166.25	0.00	09/06/2016	IT Services - Aug		-	No		0000
101-410-1450-43180	Information Technology/Web									
	221774 Total:	4,166.25								
221800	08/18/2016	112.53	0.00	09/06/2016	Phone - Admin		-	No		0000
101-410-1320-43210	Telephone									
221800	08/18/2016	17.77	0.00	09/06/2016	Phone - Building		-	No		0000
101-420-2400-43210	Telephone									
221800	08/18/2016	17.77	0.00	09/06/2016	Phone - Communication		-	No		0000
101-410-1450-43210	Telephone									
221800	08/18/2016	17.77	0.00	09/06/2016	Phone - Engineering		-	No		0000
101-410-1930-43210	Telephone									
221800	08/18/2016	35.55	0.00	09/06/2016	Phone - Finance		-	No		0000
101-410-1520-43210	Telephone									
221800	08/18/2016	49.30	0.00	09/06/2016	Phone - Planning		-	No		0000
101-410-1910-43210	Telephone									
221800	08/18/2016	234.87	0.00	09/06/2016	Phone - PW		-	No		0000
101-430-3100-43210	Telephone									

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
	221800 Total:	485.56								
	CTYROSEV Total:	4,651.81								
CTYSTPAU City of St. Paul										
16974	07/27/2016	3,568.59	0.00	09/06/2016	Asphalt		-	No		0000
	101-430-3120-42240 Street Maintenance Materials									
	16974 Total:	3,568.59								
17238	08/10/2016	3,053.75	0.00	09/06/2016	Asphalt		-	No		0000
	101-430-3120-42240 Street Maintenance Materials									
	17238 Total:	3,053.75								
	CTYSTPAU Total:	6,622.34								
DADASHEV Dadashev Dennis										
	08/29/2016	16.84	0.00	09/06/2016	Mileage		-	No		0000
	101-410-1320-43310 Mileage									
	Total:	16.84								
	DADASHEV Total:	16.84								
DPCINDUS DPC Industries, Inc.										
	08/02/2016	99.00	0.00	09/06/2016	Chlorine		-	No		0000
	827001102-16									
	601-494-9400-42160 Chemicals									
	827001102-16 Total:	99.00								
	08/02/2016	343.87	0.00	09/06/2016	Hydrofluorosilicic acid		-	No		0000
	601-494-9400-42160 Chemicals									
	827001129-16 Total:	343.87								
	DPCINDUS Total:	442.87								
EARLANDE Earl F. Andersen, Inc.										
	08/10/2016	53.48	0.00	09/06/2016	Street signs		-	No		0000
	111942-IN									
	101-450-5200-44010 Repairs/Maint Bldg									
	111942-IN Total:	53.48								
	EARLANDE Total:	53.48								
EJ-BBJOR Bjorkman Barb										
	08/25/2016	100.00	0.00	09/06/2016	Training & August 9 Primary		-	No		0000
	101-410-1410-41030 Part-time Salaries									
	Total:	100.00								
	EJ-BBJOR Total:	100.00								

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
EJ-BHOLM Holm Barb	08/25/2016	20.00	0.00	09/06/2016	Election Judge Training		-	No		0000
101-410-1410-41030	Part-time Salaries	20.00								
	Total:	20.00								
EJ-BHOLM Total:		20.00								
<hr/>										
EJ-BKIEL Kiesling Barb	08/25/2016	90.00	0.00	09/06/2016	Training & August 9 Primary		-	No		0000
101-410-1410-41030	Part-time Salaries	90.00								
	Total:	90.00								
EJ-BKIEL Total:		90.00								
<hr/>										
EJ-BSCHU Schumacher Bob	08/25/2016	50.00	0.00	09/06/2016	Training & August 9 Primary		-	No		0000
101-410-1410-41030	Part-time Salaries	50.00								
	Total:	50.00								
EJ-BSCHU Total:		50.00								
<hr/>										
EJ-BURES Burress Michael	08/25/2016	20.00	0.00	09/06/2016	Election Judge Training		-	No		0000
101-410-1410-41030	Part-time Salaries	20.00								
	Total:	20.00								
EJ-BURES Total:		20.00								
<hr/>										
EJ-BWACK Wacker Bill	08/25/2016	90.00	0.00	09/06/2016	Training & August 9 Primary		-	No		0000
101-410-1410-41030	Part-time Salaries	90.00								
	Total:	90.00								
EJ-BWACK Total:		90.00								
<hr/>										
EJ-CARJA Carlson Janet	08/25/2016	90.00	0.00	09/06/2016	Training & August 9 Primary		-	No		0000
101-410-1410-41030	Part-time Salaries	90.00								
	Total:	90.00								
EJ-CARJA Total:		90.00								
<hr/>										
EJ-CARLJ Carlson James	08/25/2016	90.00	0.00	09/06/2016	Training & August 9 Primary		-	No		0000
101-410-1410-41030	Part-time Salaries	90.00								
	Total:	90.00								
EJ-CARLJ Total:		90.00								



Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
	EJ-CARLJ Total:	90.00								
EJ-DALLE Allen Diane	08/25/2016	198.00	0.00	09/06/2016	Training & August 9 Primary		-	No		0000
	101-410-1410-41030 Part-time Salaries Total:	198.00								
	EJ-DALLE Total:	198.00								
EJ-DUNNS Dunn Sue	08/25/2016	20.00	0.00	09/06/2016	Election Judge Training		-	No		0000
	101-410-1410-41030 Part-time Salaries Total:	20.00								
	EJ-DUNNS Total:	20.00								
EJ-GDEGE Dege George	08/25/2016	100.00	0.00	09/06/2016	Training & August 9 Primary		-	No		0000
	101-410-1410-41030 Part-time Salaries Total:	100.00								
	EJ-GDEGE Total:	100.00								
EJ-GOLSO Olson Gail	08/25/2016	90.00	0.00	09/06/2016	Training & August 9 Primary		-	No		0000
	101-410-1410-41030 Part-time Salaries Total:	90.00								
	EJ-GOLSO Total:	90.00								
EJ-JALLE Allen Jim	08/25/2016	198.00	0.00	09/06/2016	Training & August 9 Primary		-	No		0000
	101-410-1410-41030 Part-time Salaries Total:	198.00								
	EJ-JALLE Total:	198.00								
EJ-JKIEG Kiefner Jan	08/25/2016	90.00	0.00	09/06/2016	Training & August 9 Primary		-	No		0000
	101-410-1410-41030 Part-time Salaries Total:	90.00								
	EJ-JKIEG Total:	90.00								

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
EJ-JKRUE Krueger Jan	08/25/2016	90.00	0.00	09/06/2016	Training & August 9 Primary		-	No		0000
101-410-1410-41030	Part-time Salaries	90.00								
	Total:	90.00								
EJ-JKRUE Total:		90.00								
<hr/>										
EJ-JMORI Moris Judy	08/25/2016	20.00	0.00	09/06/2016	Election Judge Training		-	No		0000
101-410-1410-41030	Part-time Salaries	20.00								
	Total:	20.00								
EJ-JMORI Total:		20.00								
<hr/>										
EJ-JPIER Pierre Jackie	08/25/2016	90.00	0.00	09/06/2016	Training & August 9 Primary		-	No		0000
101-410-1410-41030	Part-time Salaries	90.00								
	Total:	90.00								
EJ-JPIER Total:		90.00								
<hr/>										
EJ-JRHEI Rheinberger Joe	08/25/2016	100.00	0.00	09/06/2016	Training & August 9 Primary		-	No		0000
101-410-1410-41030	Part-time Salaries	100.00								
	Total:	100.00								
EJ-JRHEI Total:		100.00								
<hr/>										
EJ-JROTH Roth Jim	08/25/2016	100.00	0.00	09/06/2016	Training & August 9 Primary		-	No		0000
101-410-1410-41030	Part-time Salaries	100.00								
	Total:	100.00								
EJ-JROTH Total:		100.00								
<hr/>										
EJ-LINDB Lindberg Margitta	08/25/2016	100.00	0.00	09/06/2016	Training & August 9 Primary		-	No		0000
101-410-1410-41030	Part-time Salaries	100.00								
	Total:	100.00								
EJ-LINDB Total:		100.00								
<hr/>										
EJ-LWAGN Wagner Linda	08/25/2016	100.00	0.00	09/06/2016	Training & August 9 Primary		-	No		0000
101-410-1410-41030	Part-time Salaries	100.00								
	Total:	100.00								

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close PO Line #
	EJ-LWAGN Total:	100.00								
EJ-MDARM Menendez Armando	08/25/2016	90.00	0.00	09/06/2016	Training & August 9 Primary		-	No		0000
101-410-1410-41030	Part-time Salaries	90.00								
	Total:	90.00								
EJ-MDARM Total:		90.00								
EJ-MENEL Menendez Ella	08/25/2016	100.00	0.00	09/06/2016	Training & August 9 Primary		-	No		0000
101-410-1410-41030	Part-time Salaries	100.00								
	Total:	100.00								
EJ-MENEL Total:		100.00								
EJ-MEYJO Meyer JoAnne	08/25/2016	100.00	0.00	09/06/2016	Training & August 9 Primary		-	No		0000
101-410-1410-41030	Part-time Salaries	100.00								
	Total:	100.00								
EJ-MEYJO Total:		100.00								
EJ-MGRUN Grundeen Mary	08/25/2016	90.00	0.00	09/06/2016	Training & August 9 Primary		-	No		0000
101-410-1410-41030	Part-time Salaries	90.00								
	Total:	90.00								
EJ-MGRUN Total:		90.00								
EJ-MRHEI Rheinberger Margot	08/25/2016	100.00	0.00	09/06/2016	Training & August 9 Primary		-	No		0000
101-410-1410-41030	Part-time Salaries	100.00								
	Total:	100.00								
EJ-MRHEI Total:		100.00								
EJ-OCONN O'Connor Dan	08/25/2016	100.00	0.00	09/06/2016	Training & August 9 Primary		-	No		0000
101-410-1410-41030	Part-time Salaries	100.00								
	Total:	100.00								
EJ-OCONN Total:		100.00								

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
EJ-Oling Olinger Jean	08/25/2016	27.50	0.00	09/06/2016	Training & August 9 Primary		-		No	0000
101-410-1410-41030	Part-time Salaries									
	Total:	27.50								
	EJ-Oling Total:	27.50								
<hr/>										
EJ-PODON O'Donnell Pat	08/25/2016	100.00	0.00	09/06/2016	Training & August 9 Primary		-		No	0000
101-410-1410-41030	Part-time Salaries									
	Total:	100.00								
	EJ-PODON Total:	100.00								
<hr/>										
EJ-PPAUL Paulson Phyllis	08/25/2016	90.00	0.00	09/06/2016	Training & August 9 Primary		-		No	0000
101-410-1410-41030	Part-time Salaries									
	Total:	90.00								
	EJ-PPAUL Total:	90.00								
<hr/>										
EJ-QUINN Quinn Lisa	08/25/2016	90.00	0.00	09/06/2016	Training & August 9 Primary		-		No	0000
101-410-1410-41030	Part-time Salaries									
	Total:	90.00								
	EJ-QUINN Total:	90.00								
<hr/>										
EJ-ROTHJ Roth Janice	08/25/2016	100.00	0.00	09/06/2016	Training & August 9 Primary		-		No	0000
101-410-1410-41030	Part-time Salaries									
	Total:	100.00								
	EJ-ROTHJ Total:	100.00								
<hr/>										
EJ-SDURA Durand Shirley	08/25/2016	100.00	0.00	09/06/2016	Training & August 9 Primary		-		No	0000
101-410-1410-41030	Part-time Salaries									
	Total:	100.00								
	EJ-SDURA Total:	100.00								
<hr/>										
EJ-SLING Slinger Donald	08/25/2016	20.00	0.00	09/06/2016	Election Judge Training		-		No	0000
101-410-1410-41030	Part-time Salaries									
	Total:	20.00								
	EJ-SLING Total:	20.00								

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
EJ-SLING Total:		20.00								
EJ-SSIMP Simpson Sharon	08/25/2016	90.00	0.00	09/06/2016	Training & August 9 Primary		-	No		0000
101-410-1410-41030	Part-time Salaries	90.00								
Total:		90.00								
EJ-SSIMP Total:		90.00								
EJ-WACKE Wacker Sallyann		100.00	0.00	09/06/2016	Training & August 9 Primary		-	No		0000
101-410-1410-41030	Part-time Salaries	100.00								
Total:		100.00								
EJ-WACKE Total:		100.00								
EJ-WHIRS Hirsch Wil		90.00	0.00	09/06/2016	Training & August 9 Primary		-	No		0000
101-410-1410-41030	Part-time Salaries	90.00								
Total:		90.00								
EJ-WHIRS Total:		90.00								
EJ-WLOOS Loos Wendy		90.00	0.00	09/06/2016	Training & August 9 Primary		-	No		0000
101-410-1410-41030	Part-time Salaries	90.00								
Total:		90.00								
EJ-WLOOS Total:		90.00								
EMERGAPP Emergency Apparatus Maint. Inc		1,065.00	0.00	09/06/2016	E1 Inspection		-	No		0000
87400	08/11/2016	1,065.00								
101-420-2220-44040	Repairs/Maint Eqpt	935.50								
87400 Total:		1,065.00								
87402	08/11/2016	935.50	0.00	09/06/2016	E2 Inspection		-	No		0000
101-420-2220-44040	Repairs/Maint Eqpt	935.50								
87402 Total:		935.50								
87403	08/11/2016	295.00	0.00	09/06/2016	B2 Inspection		-	No		0000
101-420-2220-44040	Repairs/Maint Eqpt	295.00								
87403 Total:		295.00								
87404	08/11/2016	295.00	0.00	09/06/2016	B1 Inspection		-	No		0000
101-420-2220-44040	Repairs/Maint Eqpt	295.00								
87404 Total:		295.00								
87405	08/11/2016	375.00	0.00	09/06/2016	R1 Inspection		-	No		0000
101-420-2220-44040	Repairs/Maint Eqpt	375.00								

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
87406	08/11/2016	375.00								
101-420-2220-44040	Repairs/Maint Eqpt	2,544.12	0.00	09/06/2016	L1 Inspection		-	No		0000
87406 Total:		2,544.12								
87407	08/11/2016	895.00	0.00	09/06/2016	T1 Inspection		-	No		0000
101-420-2220-44040	Repairs/Maint Eqpt	895.00	0.00	09/06/2016	T2 Inspection		-	No		0000
87407 Total:		895.00								
87408	08/11/2016	955.00	0.00	09/06/2016	T2 Inspection		-	No		0000
101-420-2220-44040	Repairs/Maint Eqpt	955.00	0.00	09/06/2016	U2 Inspection		-	No		0000
87408 Total:		955.00								
87409	08/11/2016	295.00	0.00	09/06/2016	U2 Inspection		-	No		0000
101-420-2220-44040	Repairs/Maint Eqpt	295.00	0.00	09/06/2016	U2 Inspection		-	No		0000
87409 Total:		295.00								
EMERGAPP Total:		7,654.62								
FOCUS Focus Engineering, Inc.										
2981-2985	08/27/2016	180.00	0.00	09/06/2016	Building		-	No		0000
101-420-2400-43030	Engineering	96.00	0.00	09/06/2016	PW		-	No		0000
2981-2985	08/27/2016	2,302.00	0.00	09/06/2016	General		-	No		0000
101-410-1930-43030	Engineering Services	705.00	0.00	09/06/2016	Planning		-	No		0000
2981-2985	08/27/2016	315.00	0.00	09/06/2016	ROW		-	No		0000
101-410-1910-43030	Engineering Services	315.00	0.00	09/06/2016	ROW		-	No		0000
2981-2985 Total:		3,598.00								
2986	08/27/2016	1,624.00	0.00	09/06/2016	Water		-	No		0000
601-494-9400-43030	Engineering Services	1,624.00	0.00	09/06/2016	Water		-	No		0000
2986	08/27/2016	2,068.00	0.00	09/06/2016	Sewer		-	No		0000
602-495-9450-43030	Engineering Services	2,068.00	0.00	09/06/2016	Sewer		-	No		0000
2986	08/27/2016	273.00	0.00	09/06/2016	Surface Water		-	No		0000
603-496-9500-43030	Engineering Services	273.00	0.00	09/06/2016	Surface Water		-	No		0000
2986 Total:		3,965.00								
2987	08/27/2016	150.00	0.00	09/06/2016	Trans & Traffic		-	No		0000
409-480-8000-43030	Engineering Services	150.00	0.00	09/06/2016	Trans & Traffic		-	No		0000
2987	08/27/2016	4,381.68	0.00	09/06/2016	Street System & Maintenance		-	No		0000
409-480-8000-43030	Engineering Services	4,381.68	0.00	09/06/2016	Street System & Maintenance		-	No		0000
2987	08/27/2016	1,542.00	0.00	09/06/2016	Capital Improvement		-	No		0000
409-480-8000-43030	Engineering Services	1,542.00	0.00	09/06/2016	Capital Improvement		-	No		0000
2987 Total:		6,073.68								
2988	08/27/2016	175.82	0.00	09/06/2016	Sect 34 Water		-	No		0000
601-494-9400-43030	Engineering Services	175.82	0.00	09/06/2016	Sect 34 Water		-	No		0000

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
2988	08/27/2016	263.74	0.00	09/06/2016	Sect 34 Sewer		-	No		0000
602-495-9450-43030	Engineering Services									
	2988 Total:	439.56								
2989	08/27/2016	521.88	0.00	09/06/2016	CSAH 15		-	No		0000
602-495-9450-43030	Engineering Services									
	2989 Total:	521.88								
2990	08/27/2016	5,490.00	0.00	09/06/2016	LE Ave Corridor		-	No		0000
409-480-8000-43030	Engineering Services									
	2990 Total:	5,490.00								
2991	08/27/2016	210.00	0.00	09/06/2016	State Highway 36		-	No		0000
409-480-8000-43030	Engineering Services									
	2991 Total:	210.00								
2992	08/27/2016	756.00	0.00	09/06/2016	Inwood Booster Station		-	No		0000
601-494-9400-43030	Engineering Services									
	2992 Total:	756.00								
2993	08/27/2016	9,170.94	0.00	09/06/2016	Inwood Trunk Watermain		-	No		0000
601-494-9400-43030	Engineering Services									
	2993 Total:	9,170.94								
2994	08/27/2016	1,688.36	0.00	09/06/2016	CSAH 13 - Ideal Ave		-	No		0000
409-480-8000-43030	Engineering Services									
	2994 Total:	1,688.36								
2995	08/27/2016	4,240.84	0.00	09/06/2016	2016 Street Improvement		-	No		0000
409-480-8000-43030	Engineering Services									
	2995 Total:	4,240.84								
2996	08/27/2016	320.00	0.00	09/06/2016	Inwood Water Tower		-	No		0000
601-494-9400-43030	Engineering Services									
	2996 Total:	320.00								
2997	08/27/2016	454.50	0.00	09/06/2016	2016 Seal Coat		-	No		0000
101-430-3120-42250	Seal Coat and Crack Fill									
	2997 Total:	454.50								
2998	08/27/2016	875.06	0.00	09/06/2016	Lennar		-	No		0000
803-000-0000-22910	Developer Payments									
	2998 Total:	875.06								
2999	08/27/2016	1,459.24	0.00	09/06/2016	Boulder Ponds		-	No		0000
803-000-0000-22910	Developer Payments									
	2999 Total:	1,459.24								
3000	08/27/2016	2,950.00	0.00	09/06/2016	Hammes		-	No		0000
803-000-0000-22910	Developer Payments									
	3000 Total:	2,950.00								
3001	08/27/2016	806.42	0.00	09/06/2016	Hunters Crossing		-	No		0000
803-000-0000-22910	Developer Payments									
	3001 Total:	806.42								
3002	08/27/2016	2,685.16	0.00	09/06/2016	Wildflower		-	No		0000
803-000-0000-22910	Developer Payments									
	3002 Total:	2,685.16								

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close PO Line #
3003	08/27/2016	1,185.28	0.00	09/06/2016	Village Preserve		-	No		0000
803-000-0000-22910	Developer Payments									
	3003 Total:	1,185.28								
3004	08/27/2016	3,113.68	0.00	09/06/2016	Easton Village		-	No		0000
803-000-0000-22910	Developer Payments									
	3004 Total:	3,113.68								
3005	08/27/2016	310.00	0.00	09/06/2016	Inwood		-	No		0000
803-000-0000-22910	Developer Payments									
	3005 Total:	310.00								
3006	08/27/2016	30.00	0.00	09/06/2016	Hunters Crossing II		-	No		0000
803-000-0000-22910	Developer Payments									
	3006 Total:	30.00								
3007	08/27/2016	901.60	0.00	09/06/2016	Savona III		-	No		0000
803-000-0000-22910	Developer Payments									
	3007 Total:	901.60								
3008	08/27/2016	124.32	0.00	09/06/2016	Eagle Point School		-	No		0000
803-000-0000-22910	Developer Payments									
	3008 Total:	124.32								
3009	08/27/2016	312.70	0.00	09/06/2016	Arbor Glen		-	No		0000
803-000-0000-22910	Developer Payments									
	3009 Total:	312.70								
3010	08/27/2016	8,467.50	0.00	09/06/2016	Savona IV		-	No		0000
803-000-0000-22910	Developer Payments									
	3010 Total:	8,467.50								
3011	08/27/2016	4,835.42	0.00	09/06/2016	Inwood III		-	No		0000
803-000-0000-22910	Developer Payments									
	3011 Total:	4,835.42								
3012	08/27/2016	310.00	0.00	09/06/2016	Village Preserve II		-	No		0000
803-000-0000-22910	Developer Payments									
	3012 Total:	310.00								
3013	08/27/2016	3,257.56	0.00	09/06/2016	The Royal Golf		-	No		0000
803-000-0000-22910	Developer Payments									
	3013 Total:	3,257.56								
3014	08/27/2016	1,500.00	0.00	09/06/2016	Wasatch Storage		-	No		0000
101-410-1930-43030	Engineering Services									
	3014 Total:	1,500.00								
3015	08/27/2016	120.00	0.00	09/06/2016	Inwood IV		-	No		0000
803-000-0000-22910	Developer Payments									
	3015 Total:	120.00								
	FOCUS Total:	70,172.70								
GKSERVIC G&K Services										
1182839290	08/10/2016	160.05	0.00	09/06/2016	Uniforms		-	No		0000
101-430-3100-44170	Uniforms									



Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
1182850567	08/17/2016	160.05	0.00	09/06/2016	Uniforms		-	No		0000
101-430-3100-44170 Uniforms		32.05								
1182850567 Total:		32.05								
GKSERVIC Total:		192.10								
<hr/>										
GREATAM Great America Financial										
19235947	08/16/2016	415.58	0.00	09/06/2016	Copier maintenance		-	No		0000
101-410-1940-44040 Repairs/Maint Contractual Eqpt		415.58								
19235947 Total:		415.58								
GREATAM Total:		415.58								
<hr/>										
HANDT Handt Kristina										
101-410-1320-43310	08/29/2016	60.21	0.00	09/06/2016	Mileage reimbursement		-	No		0000
101-410-1320-43310 Mileage		60.21								
Total:		60.21								
HANDT Total:		60.21								
<hr/>										
HDSUPPLY HD Supply Waterworks, Ltd.										
F789780	08/10/2016	1,742.84	0.00	09/06/2016	Hydrant		-	No		0000
601-494-9400-42300 Water Meters & Supplies		1,742.84								
F789780 Total:		1,742.84								
HDSUPPLY Total:		1,742.84								
<hr/>										
HOFER Hofer T.J.										
101-410-1910-43310	08/19/2016	240.30	0.00	09/06/2016	Mileage reimbursement		-	No		0000
101-410-1910-43310 Mileage		240.30								
Total:		240.30								
HOFER Total:		240.30								
<hr/>										
HOLIDAYC Holiday Credit Office										
101-420-2220-42120	08/15/2016	51.66	0.00	09/06/2016	Fuel		-	No		0000
101-420-2220-42120 Fuel, Oil and Fluids		51.66								
Total:		51.66								
HOLIDAYC Total:		51.66								
<hr/>										
HUSNIK Husnik Homes, Inc										
2015-1335	08/11/2016	5,000.00	0.00	09/06/2016	Escrow Release 10917 32nd St		-	No		0000
803-000-0000-22900 Deposits Payable		5,000.00								
2015-1335 Total:		5,000.00								

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
HUSNIK Total:		5,000.00								
INNOVAT Innovative Office Solutions										
1275880	08/10/2016	87.63	0.00	09/06/2016	Supplies		-	No		0000
101-410-1320-42000	Office Supplies									
1275880 Total:		87.63								
1282338	08/16/2016	29.00	0.00	09/06/2016	Supplies		-	No		0000
101-410-1320-42000	Office Supplies									
1282338	08/16/2016	39.09	0.00	09/06/2016	Supplies		-	No		0000
101-420-2400-42000	Office Supplies									
1282338 Total:		68.09								
1292077	08/24/2016	17.06	0.00	09/06/2016	Supplies		-	No		0000
101-410-1320-42000	Office Supplies									
1292077	08/24/2016	3.70	0.00	09/06/2016	Supplies		-	No		0000
101-420-2220-42000	Office Supplies									
1292077 Total:		20.76								
INNOVAT Total:		176.48								
kathfuel Kath Fuel Oil Service Co										
564904	08/17/2016	809.19	0.00	09/06/2016	Fuel		-	No		0000
101-430-3100-42120	Fuel, Oil and Fluids									
564904 Total:		809.19								
kathfuel Total:		809.19								
KENGRAVE Kennedy & Graven, Chartered										
133033	08/19/2016	11,123.59	0.00	09/06/2016	Civil Matters		-	No		0000
101-410-1320-43040	Legal Services									
133033	08/19/2016	430.00	0.00	09/06/2016	Savona IV		-	No		0000
803-000-0000-22910	Developer Payments									
133033	08/19/2016	552.22	0.00	09/06/2016	Nature Center		-	No		0000
101-410-1320-43040	Legal Services									
133033	08/19/2016	31,403.33	0.00	09/06/2016	3M Litigation		-	No		0000
101-410-1320-43040	Legal Services									
133033	08/19/2016	116.25	0.00	09/06/2016	Verizon Lease		-	No		0000
803-000-0000-22900	Deposits Payable									
133033	08/19/2016	62.00	0.00	09/06/2016	Local 49 negotiations		-	No		0000
101-410-1320-43040	Legal Services									
133033	08/19/2016	3,873.25	0.00	09/06/2016	Nuisance properties		-	No		0000
101-410-1320-43040	Legal Services									
133033	08/19/2016	53.75	0.00	09/06/2016	Hammes		-	No		0000
803-000-0000-22910	Developer Payments									
133033 Total:		47,614.39								

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
KENGRAVE Total:		47,614.39								
KINGK King Cassidy	08/08/2016	25.00	0.00	09/06/2016	CC meeting 8.16.16 - Bonus		-	No		0000
Bonus	101-410-1450-43620									
Cable Operations	Bonus Total:	25.00								
Cable	08/08/2016	55.00	0.00	09/06/2016	PC 8.8.16 Meeting		-	No		0000
101-410-1450-43620	Cable Operations									
Cable	08/08/2016	55.00	0.00	09/06/2016	CC meeting 8.16.16		-	No		0000
101-410-1450-43620	Cable Operations									
Cable	Cable Total:	110.00								
KINGK Total:		135.00								
KMICHAEL K. Michael Homes	08/11/2016	5,000.00	0.00	09/06/2016	Escrow Refund 11968 32nd St		-	No		0000
2015-1378	Deposits Payable									
803-000-0000-22900	2015-1378 Total:	5,000.00								
KMICHAEL Total:		5,000.00								
L-BESTMA Best Mary Ellen	08/25/2016	90.00	0.00	09/06/2016	Training & August 9 Primary		-	No		0000
101-410-1410-41030	Part-time Salaries									
Total:		90.00								
L-BESTMA Total:		90.00								
L-ODONN O'Donnell Tom	08/25/2016	90.00	0.00	09/06/2016	Training & August 9 Primary		-	No		0000
101-410-1410-41030	Part-time Salaries									
Total:		90.00								
L-ODONN Total:		90.00								
LAKESOD Lake Elmo Sod Farms LLC	08/18/2016	284.20	0.00	09/06/2016	Sod		-	No		0000
17847	Landscaping Materials									
101-430-3100-42250	17847 Total:	284.20								
LAKESOD Total:		284.20								
LENNAR Lennar Family of Builders	08/11/2016	5,000.00	0.00	09/06/2016	Escrow Release 602 Juniper		-	No		0000
2014-690	Deposits Payable									
803-000-0000-22900										

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close PO Line #
2014-853	08/11/2016	5,000.00	0.00	09/06/2016	Escrow Release 9838 7th Street		-	No		0000
803-000-0000-22900	Deposits Payable	5,000.00								
2015-125	08/11/2016	5,000.00	0.00	09/06/2016	Escrow Release 9856 7th Street		-	No		0000
803-000-0000-22900	Deposits Payable	5,000.00								
2015-126	08/11/2016	5,000.00	0.00	09/06/2016	Escrow Release 9872 7th Street		-	No		0000
803-000-0000-22900	Deposits Payable	5,000.00								
2015-134	08/11/2016	5,000.00	0.00	09/06/2016	Escrow Release 9616 Junco		-	No		0000
803-000-0000-22900	Deposits Payable	5,000.00								
2015-182	08/11/2016	5,000.00	0.00	09/06/2016	Escrow Release 9918 7th Street		-	No		0000
803-000-0000-22900	Deposits Payable	5,000.00								
2015-535	08/31/2016	2,500.00	0.00	09/06/2016	Escrow Release 9981 5th Street		-	No		0000
803-000-0000-22900	Deposits Payable	2,500.00								
2015-536	08/31/2016	2,500.00	0.00	09/06/2016	Escrow Release 9983 5th Street		-	No		0000
803-000-0000-22900	Deposits Payable	2,500.00								
2015-537	08/31/2016	2,500.00	0.00	09/06/2016	Escrow Release 9985 5th Street		-	No		0000
803-000-0000-22900	Deposits Payable	2,500.00								
2015-538	08/31/2016	2,500.00	0.00	09/06/2016	Escrow Release 9987 5th Street		-	No		0000
803-000-0000-22900	Deposits Payable	2,500.00								
2015-881	08/11/2016	5,000.00	0.00	09/06/2016	Escrow Release 671 James		-	No		0000
803-000-0000-22900	Deposits Payable	5,000.00								
2015-948	08/11/2016	5,000.00	0.00	09/06/2016	Escrow Release 9604 Junco		-	No		0000
803-000-0000-22900	Deposits Payable	5,000.00								
	LENNAR Total:	50,000.00								
MARONEYS Maroney's Sanitation, Inc										
639512	08/08/2016	112.94	0.00	09/06/2016	City Hall		-	No		0000
101-410-1940-43840	Refuse									
639512	08/08/2016	49.71	0.00	09/06/2016	Fire		-	No		0000
101-420-2220-43840	Refuse									
639512	08/08/2016	216.67	0.00	09/06/2016	PW		-	No		0000
101-430-3100-43840	Refuse									

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close PO Line #
639512	08/08/2016	216.67	0.00	09/06/2016	Fire		-			0000
101-420-2220-43840	Refuse									No
639512	08/08/2016	49.89	0.00	09/06/2016	Library		-			0000
206-450-5300-43840	Refuse									No
	639512 Total:	645.88								
	MARONEYS Total:	645.88								
<hr/>										
MDH Minnesota Department of Health										
601-494-9400-43820	08/24/2016	1,661.00	0.00	09/06/2016	3rd Quarter Water connection fee		-			0000
	Water Utility									
	Total:	1,661.00								
	MDH Total:	1,661.00								
<hr/>										
MENARDSO Menards - Oakdale										
10476	08/17/2016	283.79	0.00	09/06/2016	Building repair supplies		-			0000
101-430-3100-42230	Building Repair Supplies									No
	10476 Total:	283.79								
10554	08/18/2016	44.98	0.00	09/06/2016	Landscape material		-			0000
101-430-3100-42250	Landscaping Materials									No
	10554 Total:	44.98								
10792	08/22/2016	12.97	0.00	09/06/2016	small tools		-			0000
101-430-3100-42400	Small Tools & Minor Equipment									No
	10792 Total:	12.97								
11054	08/26/2016	79.95	0.00	09/06/2016	Landscape material		-			0000
101-430-3100-42250	Landscaping Materials									No
	11054 Total:	79.95								
9257	07/28/2016	38.89	0.00	09/06/2016	Repairs		-			0000
101-450-5200-44040	Repairs/Maint Eqpt									No
	9257 Total:	38.89								
9260	07/28/2016	55.52	0.00	09/06/2016	Repairs/maintenance		-			0000
101-450-5200-44040	Repairs/Maint Eqpt									No
	9260 Total:	55.52								
9262	07/28/2016	-35.90	0.00	09/06/2016	Repairs		-			0000
101-450-5200-44040	Repairs/Maint Eqpt									No
	9262 Total:	-35.90								
9655	08/31/2016	114.79	0.00	09/06/2016	Supplies		-			0000
601-494-9400-42300	Water Meters & Supplies									No
	9655 Total:	114.79								
	MENARDSO Total:	594.99								
<hr/>										
MNPIPE Minnesota Pipe & Equipment										
362522	08/16/2016	62.90	0.00	09/06/2016	maintenance		-			0000
601-494-9400-42270	Utility System Maintenance									No

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
362522	08/16/2016	71.75	0.00	09/06/2016	maintenance		-	No		0000
602-495-9450-42270	Utility System Maint Supplies									
	362522 Total:	134.65								
	MNPIPE Total:	134.65								
MSAPROF MSA Professional Services, Inc										
13	08/05/2016	13,944.76	0.00	09/06/2016	Inwood Booster Station		-	No		0000
601-494-9400-43030	Engineering Services									
	13 Total:	13,944.76								
	MSAPROF Total:	13,944.76								
NORTHSEC Northland Securities, Inc.										
4614	08/10/2016	320.00	0.00	09/06/2016	Utility Funds Management Plan		-	No		0000
601-494-9400-43150	Contract Services									
4614	08/10/2016	320.00	0.00	09/06/2016	Utility Funds Management Plan		-	No		0000
602-495-9450-43150	Contract Services									
4614	08/10/2016	160.00	0.00	09/06/2016	Utility Funds Management Plan		-	No		0000
603-496-9500-43150	Contract Services									
	4614 Total:	800.00								
	NORTHSEC Total:	800.00								
OVERDRIV OverDrive, Inc										
0812163	08/16/2016	1,500.00	0.00	09/06/2016	E content		-	No		0000
206-450-5300-42500	Library Collection Maintenance									
	0812163 Total:	1,500.00								
	OVERDRIV Total:	1,500.00								
PINKY Pinky's Sewer Service, Inc.										
68396	08/25/2016	327.00	0.00	09/06/2016	Pump septic tank - City Hall		-	No		0000
101-410-1940-44010	Repairs/Maint Contractual Bldg									
	68396 Total:	327.00								
	PINKY Total:	327.00								
PRESTIPO Prestige Pool										
2015-1168	08/17/2016	500.00	0.00	09/06/2016	Escrow Refund 10353 Tapestry		-	No		0000
803-000-0000-22900	Deposits Payable									
	2015-1168 Total:	500.00								
2015-296	08/17/2016	500.00	0.00	09/06/2016	Escrow Refund 10125 Tapestry		-	No		0000
803-000-0000-22900	Deposits Payable									
	2015-296 Total:	500.00								

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
2015-297	08/17/2016	500.00	0.00	09/06/2016	Escrow Refund 10263 Tapestry		-	No		0000
803-000-0000-22900	Deposits Payable									
	2015-297 Total:	500.00								
2015-320	08/17/2016	500.00	0.00	09/06/2016	Escrow Refund 9915 Tapestry		-	No		0000
803-000-0000-22900	Deposits Payable									
	2015-320 Total:	500.00								
2015-374	08/17/2016	500.00	0.00	09/06/2016	Escrow Refund 9906 Tapestry		-	No		0000
803-000-0000-22900	Deposits Payable									
	2015-374 Total:	500.00								
2015-384	08/17/2016	500.00	0.00	09/06/2016	Escrow Refund 11647 58th Street		-	No		0000
803-000-0000-22900	Deposits Payable									
	2015-384 Total:	500.00								
	PRESTIPO Total:	3,000.00								
SAMBATEK Sambatek, Inc										
8250	08/31/2016	31.25	0.00	09/06/2016	Tartan Golf		-	No		0000
803-000-0000-22910	Developer Payments									
8250	08/31/2016	218.75	0.00	09/06/2016	Boulder Ponds		-	No		0000
803-000-0000-22910	Developer Payments									
	8250 Total:	250.00								
8251	08/31/2016	1,656.25	0.00	09/06/2016	General Planning		-	No		0000
101-410-1910-43030	Engineering Services									
	8251 Total:	1,656.25								
8252	08/31/2016	2,843.75	0.00	09/06/2016	Tartan Golf		-	No		0000
803-000-0000-22910	Developer Payments									
	8252 Total:	2,843.75								
	SAMBATEK Total:	4,750.00								
SAUVE Sauve's Outdoor Services, Inc										
5021	08/07/2016	625.00	0.00	09/06/2016	Stripping of Station 1 Parking Lot		-	No		0000
101-420-2220-44010	Repairs/Maint Bldg									
	5021 Total:	625.00								
	SAUVE Total:	625.00								
SEH Short Elliott Hendrickson, Inc										
318726	08/05/2016	189.50	0.00	09/06/2016	2016 Street, Drainage & Utility		-	No		0000
409-480-8000-43030	Engineering Services									
	318726 Total:	189.50								
	SEH Total:	189.50								

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close PO Line #
SELECTAC SelectAccount										
1157530	08/04/2016	8.44	0.00	09/06/2016	Participant fee 8/1-8/31/16		-	No		0000
101-410-1520-43150	Contract Services									
	1157530 Total:	8.44								
	SELECTAC Total:	8.44								
<hr/>										
SHOWCASE Showcases										
294295	08/10/2016	57.78	0.00	09/06/2016	Audio book cases		-	No		0000
206-450-5300-42500	Library Collection Maintenance									
	294295 Total:	57.78								
294296	08/10/2016	78.73	0.00	09/06/2016	Audio book cases		-	No		0000
206-450-5300-42500	Library Collection Maintenance									
	294296 Total:	78.73								
294435	08/10/2016	296.78	0.00	09/06/2016	Audio book cases		-	No		0000
206-450-5300-42500	Library Collection Maintenance									
	294435 Total:	296.78								
	SHOWCASE Total:	433.29								
<hr/>										
SRFCONSU SRF Consulting Group, Inc										
8132.00-8	07/31/2016	1,663.27	0.00	09/06/2016	State Highway 36 South Frontage Rd		-	No		0000
101-410-1930-43030	Engineering Services									
	8132.00-8 Total:	1,663.27								
	SRFCONSU Total:	1,663.27								
<hr/>										
STLIBRAR Stillwater Public Library										
206-450-5300-44300	08/01/2016	1,500.00	0.00	09/06/2016	Library Card Reimbursement		-	No		0000
	Miscellaneous									
	Total:	1,500.00								
	STLIBRAR Total:	1,500.00								
<hr/>										
STITTLE St. Croix Title										
860 Mendal Ave	08/10/2016	15.00	0.00	09/06/2016	Refund Search Fee - Not LE Property		-	No		0000
101-000-0000-34107	Assessment Searches									
	860 Mendal Ave Total:	15.00								
	STITTLE Total:	15.00								
<hr/>										
TEILANDM TEI Landmark Audio										
11845371	08/10/2016	164.52	0.00	09/06/2016	Used audio cd		-	No		0000
206-450-5300-42500	Library Collection Maintenance									
	11845371 Total:	164.52								



Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
11845933	08/10/2016	164.52	0.00	09/06/2016	Used audio cd		-	No		0000
206-450-5300-42500	Library Collection Maintenance									
	11845933 Total:	164.52								
	TEILANDM Total:	329.04								
TESSMAN Tessman Company Corp										
S239734-IN	08/16/2016	423.57	0.00	09/06/2016	Chemicals		-	No		0000
101-450-5200-42160	Chemicals									
	S239734-IN Total:	423.57								
	TESSMAN Total:	423.57								
TKDA TKDA, Inc.										
002016002596	08/15/2016	84.06	0.00	09/06/2016	LE Ave Sewer Infrastructure		-	No		0000
602-495-9450-43030	Engineering Services									
	002016002596 Total:	84.06								
002016002705	08/17/2016	2,150.67	0.00	09/06/2016	Section 34 - Water Pressure Invest.		-	No		0000
601-494-9400-43030	Engineering Services									
	002016002705 Total:	2,150.67								
	TKDA Total:	2,234.73								
TOOLGUY The Tool Guy, LLC										
20220	08/23/2016	35.65	0.00	09/06/2016	Tools		-	No		0000
101-430-3100-42400	Small Tools & Minor Equipment									
	20220 Total:	35.65								
	TOOLGUY Total:	35.65								
WASHLIB Washington County Library										
08/01/2016		2,292.00	0.00	09/06/2016	Library Card Reimbursement		-	No		0000
206-450-5300-44300	Miscellaneous									
	Total:	2,292.00								
	WASHLIB Total:	2,292.00								
XCELENG XCEL ENERGY										
08/23/2016		58,746.26	0.00	09/06/2016	Inwood Booster Station		-	No		0000
601-494-9400-43030	Engineering Services									
	Total:	58,746.26								
	XCELENG Total:	58,746.26								

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
YALEMECH Yale Mechanical										
167951	08/09/2016	504.87	0.00	09/06/2016	Maintenance - PW		-		No	0000
101-430-3100-44010	Repairs/Maint Bldg									
	167951 Total:	504.87								
167956	08/09/2016	208.86	0.00	09/06/2016	Maintenance - Fire		-		No	0000
101-420-2220-44010	Repairs/Maint Bldg									
	167956 Total:	208.86								
167957	08/09/2016	385.50	0.00	09/06/2016	Maintenance - City Hall		-		No	0000
101-410-1940-44010	Repairs/Maint Contractual Bldg									
	167957 Total:	385.50								
	YALEMECH Total:	1,099.23								
	Report Total:	332,030.75								

# Accounts Payable To Be Paid Proof List

User: PattyB

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Batch: 008-08-2016

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
CENTURYL CenturyLink										
08192016	08/19/2016	182.89	0.00	08/31/2016	Phone Service - Library		-	No		0000
206-450-5300-43210	Telephone									
08192016	08/19/2016	50.64	0.00	08/31/2016	Internet - Library		-	No		0000
206-450-5300-43250	Internet									
08192016 Total: 233.53										
CENTURYL Total: 233.53										
SAMSCLUB Sam's Club										
872016	08/07/2016	190.00	0.00	08/31/2016	Annual membership		-	No		0000
101-410-1940-44300	Miscellaneous									
872016 Total: 190.00										
SAMSCLUB Total: 190.00										
SPRINT Sprint										
761950227-161	08/18/2016	60.25	0.00	08/31/2016	Cell phones - Admin		-	No		0000
101-410-1940-43210	Telephone									
761950227-161	08/18/2016	222.57	0.00	08/31/2016	Cell phones - fire		-	No		0000
101-420-2220-43210	Telephone									
761950227-161	08/18/2016	162.29	0.00	08/31/2016	Cell phones - Building		-	No		0000
101-420-2400-43210	Telephone									
761950227-161	08/18/2016	119.68	0.00	08/31/2016	Cell phones - PW		-	No		0000
101-430-3100-43210	Telephone									
761950227-161	08/18/2016	104.26	0.00	08/31/2016	Cell phones - Parks		-	No		0000
101-450-5200-43210	Telephone									
761950227-161	08/18/2016	14.99	0.00	08/31/2016	Cell phones - Planning		-	No		0000
101-410-1910-43210	Telephone									
761950227-161 Total: 684.04										
SPRINT Total: 684.04										

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
TDS TDS Metrocom - LLC										
651-779-8882	08/13/2016	90.93	0.00	08/31/2016	Analog lines - Fire		-	No		0000
101-420-2220-43210	Telephone									
651-779-8882	08/13/2016	211.90	0.00	08/31/2016	Analog lines - PW		-	No		0000
101-430-3100-43210	Telephone									
651-779-8882	08/13/2016	83.98	0.00	08/31/2016	Analog lines - Lift Station Alarms		-	No		0000
602-495-9450-43210	Telephone									
651-779-8882	08/13/2016	46.39	0.00	08/31/2016	Alarm Well House 2		-	No		0000
601-494-9400-43210	Telephone									
	651-779-8882 Total:	433.20								
	TDS Total:	433.20								
TMOBILE T Mobile										
947226095	08/11/2016	21.57	0.00	08/31/2016	SCADA line		-	No		0000
601-494-9400-43210	Telephone									
	947226095 Total:	21.57								
	TMOBILE Total:	21.57								
VERIZON Verizon Wireless										
9770201246	08/10/2016	35.01	0.00	08/31/2016	Air Card for Tablet		-	No		0000
101-420-2220-43210	Telephone									
	9770201246 Total:	35.01								
	VERIZON Total:	35.01								
	Report Total:	1,597.35								

# Accounts Payable To Be Paid Proof List

User: PattyB

Printed: 08/31/2016 - 1:19 PM

Batch: 009-08-2016

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
DELTA Delta Dental Of Minnesota										
6602718	08/15/2016	1,341.30	0.00	08/31/2016	September premium		-			No 0000
101-000-0000-21706	Medical Insurance	1,341.30								
	6602718 Total:	1,341.30								
	DELTA Total:	1,341.30								
LEASSOC Lake Elmo Associates, LLP										
Sept	08/31/2016	2,461.00	0.00	08/31/2016	September Rental		-			No 0000
101-410-1940-44120	Rentals - Building	2,461.00								
	Sept Total:	2,461.00								
	LEASSOC Total:	2,461.00								
NCPERS 566200-NCPERS Minnesota										
5662216	08/23/2016	64.00	0.00	08/31/2016	September premium		-			No 0000
101-000-0000-21708	Other Benefits	64.00								
	5662216 Total:	64.00								
	NCPERS Total:	64.00								
RABOUIN RABOUIN, INC										
	08/31/2016	2,500.00	0.00	08/31/2016	September 2016 payment		-			No 0000
101-410-1320-43100	Assessing Services	2,500.00								
	Total:	2,500.00								
	RABOUIN Total:	2,500.00								
	Report Total:	6,366.30								



# MAYOR & COUNCIL COMMUNICATION

**DATE:** September 6, 2016  
**CONSENT**  
**ITEM #3**  
**MOTION**

**AGENDA ITEM:** Approve Setting the Truth in Taxation Public Hearing Date for the 2017 Budget and Tax Levy

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

**THROUGH:** Cathy Bendel, Finance Director

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

**SUGGESTED ORDER OF BUSINESS:**

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

**POLICY RECOMMENDER:** Finance

**FISCAL IMPACT:** NA

**SUMMARY AND ACTION REQUESTED:** As part of its Consent Agenda, the City Council is respectfully asked to consider setting the Truth in Taxation Public Meeting date as required by State law for December 6, 2016. No specific motion is needed as this is recommended to be part of the overall approval of the *Consent Agenda*.

**BACKGROUND INFORMATION:** Each year the City Council is responsible for choosing the date of the meeting where the annual budget and levy will be discussed and where the public will be allowed to speak.

**STAFF REPORT:** The City is required to conduct a meeting where the budget and levy will be discussed and the public will be allowed to speak at a regular scheduled City Council meeting. Staff recommends the fulfillment of this requirement on December 6, 2016 at 7:00 p.m. as part of the regularly scheduled City Council meeting.

**RECOMMENDATION:** It is recommended that the City Council approve the date of December 6, 2016 for the meeting to discuss the 2017 budget and levy.

**ATTACHMENT:**

1. Resolution 2016-72



## STAFF REPORT

DATE: September 6, 2016

**CONSENT**

ITEM #: 4

**MOTION**

**TO:** Mayor and City Council

**FROM:** Julie Johnson, City Clerk

**AGENDA ITEM:** Approve Master Subscriber Agreement and New MGA Request Form

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**BACKGROUND:** The City's prosecuting attorney firm, Eckberg Lammers, has requested that the City Council approve the Master Subscriber Agreement and new Minnesota Government Access (MGA) Request form.

**ISSUE BEFORE COUNCIL:**

Should the city approve the Master Subscriber Agreement and new MGA Request Form?

**PROPOSAL DETAILS/ANALYSIS:** The Master Subscriber Agreement and MGA form allows the City's prosecuting attorney to access court documents electronically on behalf of the City. The City Council has approved these documents before; this request is to update to a new system implemented by the State of Minnesota.

**FISCAL IMPACT:**

None

**RECOMMENDATION:**

Staff recommends approval of the Master Subscriber Agreement and new MGA Form as part of the Consent Agenda. If this request is removed from the Consent Agenda, the following motion may be used:

**“Motion to approve the Master Subscriber Agreement and new MGA Request Form”**





**ECKBERG  
LAMMERS**  
ATTORNEYS AT LAW

[www.eckbergammers.com](http://www.eckbergammers.com)

Writer's Direct Dial:  
(651) 351-2119

Writer's E-mail:  
[tweidner@eckbergammers.com](mailto:tweidner@eckbergammers.com)

## Reply to Stillwater

August 12, 2016

City of Lake Elmo  
Attn: City Administrator  
3800 Laverne Avenue North  
Lake Elmo, MN 55042

Re: New State Required MGA Program as of August 1, 2016

Dear Administrator:

The State of Minnesota implemented a new document access program, "New MGA", as of August 1, 2016. The "New MGA" program provides us with the same information as the former program, Odyssey. The change of programs requires a new portal access. The change in portal access for the "New MGA" requires new applications be completed by the City for the New MGA program before our office can access the information.

Please place these documents on your next council agenda for approval: Master Subscriber Agreement and New MGA Request Form.

Once approved, we respectfully request your signature, as well as the Mayor's on each and return to our office. Our office will then submit the application on your behalf. Please note that the access provided by this program is essential to prosecute criminal cases on behalf of your city. The information accessed includes court information regarding a defendant's past criminal charges, convictions and dispositions.

Also enclosed please find an Overview of the new Required Minnesota Government Access Program for your reference. If you have any questions, please feel free to contact my office.

Sincerely,

Thomas J. Weidner

TJW  
Enclosures

**Stillwater Office**  
1809 Northwestern Avenue  
Stillwater, MN 55082  
Phone: 651-439-2878  
Fax: 651-439-2923

**Hudson Office**  
430 Second Street  
Hudson, WI 54016  
Phone: 715-386-3733  
Fax: 715-386-6456





**MASTER SUBSCRIBER AGREEMENT  
FOR MINNESOTA COURT DATA SERVICES  
FOR GOVERNMENTAL AGENCIES**

THIS AGREEMENT is entered into by and between

City of Lake Elmo

\_\_\_\_\_  
(Government Subscriber Name)

of 3800 Laverne Avenue North, Lake Elmo, MN 55042

\_\_\_\_\_  
(Government Subscriber Address)

(hereinafter "Government Subscriber") and THE STATE OF MINNESOTA

Office of State Court Administration

of 25 Rev. Dr. Martin Luther King Jr. Blvd. St. Paul, Minnesota 55155

(hereinafter "the Court").

**Recitals**

The Court offers Court Data Services, as defined herein, to Minnesota Government Subscribers as authorized by the Rules of Public Access and Court Order. The Court Data Services are offered to Government Subscribers as governmental units and are offered solely for certain governmental use as permitted herein. Government Subscriber desires to use Court Data Services, and the Court desires to provide the same, to assist Government Subscriber in the efficient performance of its governmental duties as required or authorized by law or court rule in connection with any civil, criminal, administrative, or arbitral proceeding in any Federal, State or local court or agency or before any self-regulatory body.

Court Data Services are defined in the Definitions section of this Agreement and may involve a one-way or two-way transmission of information between the parties, some of which may include court information that is not accessible to the public pursuant to the Rules of Public Access and which may not be disclosed by Government Subscriber without the prior approval of the appropriate court or record custodian. Government Subscriber agrees herein to limit its access to and use of Court Records and Court Documents through Court Data Services to the Government Subscriber's "Legitimate Governmental Business Need" as defined herein.

**Agreement**

NOW, THEREFORE, in consideration of the mutual covenants, promises and agreements contained herein, the Court and Government Subscriber agree as follows:

**1. TERM; TERMINATION; ONGOING OBLIGATIONS.**

**1.1 Term.** This Agreement shall be effective on the date executed by the Court and shall remain in effect according to its terms.

## 1.2 Termination.

1.2.1 Either party may terminate this Agreement with or without cause by giving written notice to the other party. The effective date of the termination shall be thirty (30) days after the other party's receipt of the notice of termination, unless a later date is specified in the notice. Termination of this Agreement pursuant to Clause 4.5 shall be effective immediately and may occur without prior notice to Government Subscriber.

1.2.2 The provisions of Clauses 5, 6, 8, 9, 10, 12.2, 12.3 and 15 through 24 shall survive any termination of this Agreement, as shall any other provisions that by their nature are intended or expected to survive such termination. Upon termination, the Government Subscriber shall perform the responsibilities set forth in paragraph 8.6 hereof.

1.3 **Subsequent Agreement.** This Agreement may be superseded by a subsequent agreement between the parties.

## 2. DEFINITIONS.

2.1 **“Agency Account Manager”** means the Government Subscriber employee assigned with the tasks of: (1) being the point of contact for communications between Government Subscriber and the Court; (2) maintaining a current list Government Subscriber’s Individual Users and their signed User Acknowledgment Forms and promptly notifying the Court when Government Subscriber’s Individual Users with individual logins should have accounts added or deleted; (3) reporting violations of this agreement by Government Subscriber’s Individual Users and steps taken to remedy violations to the Court.

2.2 **“Court Data Services”** means one or more of the following services and includes any additional or modified services identified as such on the Justice Agency Resource webpage of the Minnesota Judicial Branch website, which is currently [www.mncourts.gov](http://www.mncourts.gov), or other location designated by the Court and/or its affiliates, as the same may be amended from time to time by the Court and/or its affiliates:

2.2.1 **“Bulk Data Delivery”** means the electronic transmission of Court Records in bulk form from the Court to the Government Subscriber, from one or more of the Court’s databases and through any means of transmission, as described in applicable Policies & Notices and materials referenced therein.

2.2.2 **“Court Integration Services”** means pre-defined automated transmissions of i) Court Records from the Court’s computer systems to Government Subscriber’s computer systems; and/or ii) Government Subscriber Records from the Government Subscriber’s computer systems to the Court’s computer systems; on a periodic basis or as triggered by pre-determined events, as described in applicable Policies & Notices and materials referenced therein.

2.2.3 **“MNCIS Login Accounts”** means a digital login account created for and provided to the Government Subscriber for online access to and use of Court Records and Court Documents maintained by the Minnesota Court

Information System (“MNCIS”), as described in applicable Policies & Notices and materials referenced therein.

- 2.3 “Court Data Services Databases”** means any databases and the data therein, used as a source for Court Data Services, together with any documentation related thereto, including without limitation descriptions of the format or contents of data, data schemas, and all related components.
- 2.4 “Court Data Services Programs”** means any computer application programs, routines, transport mechanisms, and display screens used in connection with Court Data Services, together with any documentation related thereto.
- 2.5 “Court Records”** means all information in any form made available by the Court and/or its affiliates to Government Subscriber for the purposes of carrying out this Agreement, including:
- 2.5.1 “Court Case Information”** means any information in the Court Records that conveys information about a particular case or controversy, including without limitation Court Confidential Case Information and Court Documents, as defined herein.
- 2.5.2 “Court Confidential Case Information”** means any information in the Court Records (including Court Documents) that is inaccessible to the public pursuant to the Rules of Public Access and that conveys information about a particular case or controversy.
- 2.5.3 “Court Confidential Security and Activation Information”** means any information in the Court Records that is inaccessible to the public pursuant to the Rules of Public Access and that explains how to use or gain access to Court Data Services, including but not limited to login account names, passwords, TCP/IP addresses, Court Data Services user manuals, Court Data Services Programs, Court Data Services Databases, and other technical information.
- 2.5.4 “Court Confidential Information”** means any information in the Court Records that is inaccessible to the public pursuant to the Rules of Public Access, including without limitation both i) Court Confidential Case Information; and ii) Court Confidential Security and Activation Information.
- 2.5.5 “Court Documents”** means electronic images of documents that are part of or included in a court file.
- 2.6 “DCA”** means the District Court Administrator pursuant to Minnesota Statutes, section 485.01.
- 2.7 “Government Subscriber Records”** means any information in any form made available by the Government Subscriber to the Court and/or its affiliates for the purposes of carrying out this Agreement.
- 2.8 “Government Subscriber’s Individual Users”** means Government Subscriber’s employees or independent contractors whose use or access of Court Data Services,

as well as the access, use and dissemination of Court Records (including Court Documents), is necessary to effectuate the purposes of this Agreement.

- 2.9 “Legitimate Governmental Business Need”** means a requirement, duty or obligation for the efficient performance of governmental tasks or governmental responsibilities and as required or authorized by law or court rule in connection with any civil, criminal, administrative, or arbitral proceeding in any Federal, State or local court or agency or before any self-regulatory body.
- 2.10 “Policies & Notices”** means the policies and notices published by the Court and/or its affiliates in connection with each of its Court Data Services, on a website or other location designated by the Court and/or its affiliates, as the same may be amended from time to time by the Court and/or its affiliates. Policies & Notices for each Court Data Service, hereby made part of this Agreement by reference, provide additional terms and conditions that govern Government Subscriber’s use of such services, including but not limited to provisions on fees, access and use limitations, and identification of various third party applications, such as transport mechanisms, that Government Subscriber may need to procure separately to use Court Data Services.
- 2.11 “Rules of Public Access”** means the Rules of Public Access to Records of the Judicial Branch promulgated by the Minnesota Supreme Court, as the same may be amended from time to time, including without limitation lists or tables published from time to time by the Court and/or the SCAO entitled “Limits on Public Access to Case Records” or “Limits on Public Access to Administrative Records,” all of which by this reference are made a part of this Agreement. It is the obligation of Government Subscriber to check from time to time for updated rules, lists, and tables and be familiar with the contents thereof. Such rules, lists, and tables are posted on the main website for the Court, for which the current address is [www.mncourts.gov](http://www.mncourts.gov).
- 2.12 “SCAO”** means the State of Minnesota, State Court Administrator's Office.
- 2.13 “This Agreement”** means this Master Subscriber Agreement for Minnesota Court Data Services for Governmental Agencies, including all Exhibits, Policies & Notices, and other documents referenced, attached to, or submitted or issued hereunder.
- 2.14 “Trade Secret Information of SCAO and its licensors”** is defined in sections 8.1, 8.2 and 8.4 of this Agreement.
- 2.15 “User Acknowledgement Form”** means the form signed by Government Subscriber’s Individual Users to confirm in writing that the Individual User has read and understands the requirements and restrictions in this Agreement (Exhibit A).
- 3. DATA ACCESS SERVICES PROVIDED TO GOVERNMENT AGENCY.** Following execution of this Agreement by both parties, Government Subscriber will be offered access to the Court Records (including Court Documents) described in the Government Subscriber Access Chart, which is posted on the Policies & Notices.

**4. AUTHORIZED ACCESS, USE, AND DISSEMINATION OF COURT DATA SERVICES AND COURT RECORDS LIMITED; TRAINING; VIOLATIONS; SANCTIONS.**

**4.1 Authorized Access to Court Data Services and Court Records.**

- 4.1.1 Government Subscriber and Government Subscriber's Individual Users shall access only the Court Data Services and Court Records (including Court Documents) necessary for a Legitimate Governmental Business Need.
- 4.1.2 The access of Court Data Services or Court Records (including Court Documents) by Government Subscriber or Government Subscriber's Individual Users for personal or non-official use, or any use that is not a "Legitimate Governmental Business Need" as defined herein, is prohibited.
- 4.1.3 Government Subscriber and Government Subscriber's Individual Users shall not access or attempt to access Court Data Services or Court Records (including Court Documents) in any manner not set forth in this Agreement, Policies & Notices, or other Court Data Services documentation.

**4.2 Authorized Use of Court Data Services and Court Records.**

- 4.2.1 Government Subscriber and Government Subscriber's Individual Users shall use the Court Data Services and Court Records (including Court Documents) accessed only for a Legitimate Governmental Business Need and according to the instructions provided in corresponding Policies & Notices or other materials.
- 4.2.2 The use of Court Data Services or Court Records (including Court Documents) by Government Subscriber or Government Subscriber's Individual Users for personal or non-official use, or any use that is not a "Legitimate Governmental Business Need" as defined herein, is prohibited.
- 4.2.3 Government Subscriber and Government Subscriber's Individual Users shall not use or attempt to use Court Data Services or Court Records (including Court Documents) in any manner not set forth in this Agreement, Policies & Notices, or other Court Data Services documentation.

**4.3 Dissemination of Court Records.** Government Subscriber and Government Subscriber's Individual Users shall not share the Court Records (including Court Documents) accessed and data therefrom with third parties and other individuals other than as needed to further a Legitimate Governmental Business Need.

**4.4 Training.** Government Subscriber shall provide Government Subscriber's Individual Users training in the proper access, use, and dissemination of Court Records (including Court Documents).

**4.5 Violations.**

- 4.5.1 The access, use, or dissemination of Court Data Services or Court Records (including Court Documents) beyond what is necessary for a Legitimate



Governmental Business Need by Government Subscriber or Government Subscriber's Individual Users is a violation of this Agreement. The access, use or dissemination of Court Data Services or Court Records (including Court Documents) by Government Subscriber or Government Subscriber's Individual Users for personal use is a violation of this Agreement.

4.5.2 Any violation pursuant to Clause 4.5.1, or any unauthorized or attempted access, use or dissemination of Court Data Services, Court Records or Court Documents by Government Subscriber or Government Subscriber's Individual Users shall be grounds for the Court to impose sanctions as described in Clause 4.6 and to terminate this Agreement without prior notice to Government Subscriber and/or Government Subscriber's Individual Users.

#### **4.6 Sanctions.**

4.6.1 Sanctions for a violation pursuant to Clause 4.5.1 may be imposed upon a Government Subscriber and/or Government Subscriber's Individual Users and may include the suspension of access or termination of access for Government Subscriber and/or Government Subscriber's Individual Users.

4.6.2 If the Court decides to terminate the access for Government Subscriber and/or Government Subscriber's Individual Users, the Court shall notify the affected party in writing. The termination shall be effective immediately. Prior notice to Government Subscriber and/or Government Subscriber's Individual Users is not required. Reinstatement of the access shall only be upon the written direction of the Court.

#### **5. GUARANTEES OF CONFIDENTIALITY.** Government Subscriber agrees:

5.1 To not disclose Court Confidential Information to any third party except where necessary to carry out the Government Subscriber's Legitimate Governmental Business Need as defined in this Agreement.

5.2 To take all appropriate action, whether by instruction, agreement, or otherwise, to insure the protection, confidentiality and security of Court Confidential Information and to satisfy Government Subscriber's obligations under this Agreement.

5.3 To limit the use of and access to Court Confidential Information to Government Subscriber's Individual Users. Government Subscriber shall advise Government Subscriber's Individual Users of the restrictions upon access, use and disclosure contained in this Agreement, requiring each Government Subscriber's Individual User to acknowledge in writing that the individual has read and understands such restrictions. Government Subscriber's Individual Users shall sign the User Acknowledgment Form (Exhibit A) before accessing Court Data Services.

5.4 That, without limiting Clause 1 of this Agreement, the obligations of Government Subscriber and Government Subscriber's Individual Users with respect to the confidentiality and security of Court Confidential Information shall survive the termination of this Agreement and the termination of their relationship with Government Subscriber.

5.5 That, notwithstanding any federal or state law applicable to the nondisclosure obligations of Government Subscriber and Government Subscriber's Individual Users under this Agreement, such obligations of Government Subscriber and Government Subscriber's Individual Users are founded independently on the provisions of this Agreement.

5.6 That, a violation of Government Subscriber's agreements contained in this Clause 5, or a violation of those same agreements by Government Subscriber's Individual Users, shall be grounds for the Court to terminate this agreement and Government Subscriber and/or Government Subscriber's Individual Users access to Court Data Services and Court Records (including Court Documents).

6. **APPLICABILITY TO COURT CASE INFORMATION PROVIDED UNDER LEGAL MANDATE AND PREVIOUSLY DISCLOSED COURT RECORDS AND COURT DOCUMENTS.** Subscriber acknowledges and agrees:

6.1 **Court Case Information Provided Under Legal Mandate.** When the Court is required to provide Government Subscriber with Court Case Information under a legal mandate and the provision of such data by the Court is not optional or otherwise left to the discretion of the Court, for example in the case of a state statutory reporting requirement, the provisions of this Agreement that govern or restrict Government Subscriber's access to and use of Court Case Information do not apply to the specific data elements identified in the legal mandate, but remain in effect with respect to all other Court Case Information provided by the Court to Government Subscriber. All other provisions of this Agreement remain in full effect, including, without limitation, provisions that govern or restrict Government Subscriber's access to and use of Court Confidential Security and Activation Information.

6.2 **Previously Disclosed Court Records and Court Documents.** Without limiting section 6.1, all Court Records and Court Documents disclosed to Government Subscriber prior to the effective date of this Agreement shall be subject to the provisions of this Agreement.

7. **ACKNOWLEDGMENT BY INDIVIDUALS WITH ACCESS TO COURT RECORDS UNDER THIS AGREEMENT.**

7.1 **Requirement to Advise Government Subscriber's Individual Users.** To affect the purposes of this Agreement, Government Subscriber shall advise each of Government Subscriber's Individual Users who are permitted to use and/or access Court Data Services and Court Records (including Court Documents) under this Agreement of the requirements and restrictions in this Agreement.

7.2 **Required Acknowledgement by Government Subscriber's Individual Users.**

7.2.1 Government Subscriber shall require each of Government Subscriber's Individual Users to sign the User Acknowledgement Form (Exhibit A).

7.2.2 The User Acknowledgement Forms of current Government Subscriber's Individual Users must be obtained prior to submitting this Agreement to the

Court for approval and shall accompany the submission of this Agreement for approval.

7.2.3 Until the User Acknowledgement Form required in Clause 7.2.1 is signed, a Government Subscriber's Individual User is prohibited from accessing, using or disseminating Court Data Services and Court Records (including Court Documents). The access, use or dissemination of Court Data Services or Court Records (including Court Documents) by a Government Subscriber's Individual User that has not completed a User Acknowledgement Form as required in Clause 7.2.1 is a violation of this Agreement.

7.2.4 Government Subscriber shall keep all such written User Acknowledgment Forms on file while this Agreement is in effect and for one (1) year following the termination of this Agreement. Government Subscriber shall promptly provide the Court with access to, and copies of, such acknowledgements upon request to the Agency Account Manager.

7.2.5 The User Acknowledgment Forms are incorporated herein by reference.

**8. LICENSE AND PROTECTION OF PROPRIETARY RIGHTS.** During the term of this Agreement, subject to the terms and conditions hereof, the Court, with the permission of the SCAO, hereby grants to Government Subscriber a nonexclusive, nontransferable, limited license to use Court Data Services Programs and Court Data Services Databases to access or receive Court Records (including Court Documents). SCAO and the Court reserve the right to make modifications to the Court Data Services, Court Data Services Programs, and Court Data Services Databases, and related materials without notice to Government Subscriber. These modifications shall be treated in all respects as their previous counterparts.

**8.1 Court Data Services Programs.** SCAO is the copyright owner and licensor of the Court Data Services Programs. The combination of ideas, procedures, processes, systems, logic, coherence and methods of operation embodied within the Court Data Services Programs, and all information contained in documentation pertaining to the Court Data Services Programs, including but not limited to manuals, user documentation, and passwords, are trade secret information of SCAO and its licensors.

**8.2 Court Data Services Databases.** SCAO is the copyright owner and licensor of the Court Data Services Databases and of all copyrightable aspects and components thereof. All specifications and information pertaining to the Court Data Services Databases and their structure, sequence and organization, including without limitation data schemas such as the Court XML Schema, are trade secret information of SCAO and its licensors.

**8.3 Marks.** Government Subscriber shall neither have nor claim any right, title, or interest in or use of any trademark used in connection with Court Data Services, including but not limited to the marks "MNCIS" and "Odyssey."

**8.4 Restrictions on Duplication, Disclosure, and Use.**

8.4.1 Trade secret information of SCAO and its licensors will be treated by Government Subscriber in the same manner as Court Confidential

Information. In addition, Government Subscriber will not copy any part of the Court Data Services Programs or Court Data Services Databases, or reverse engineer or otherwise attempt to discern the source code of the Court Data Services Programs or Court Data Services Databases, or use any trademark of SCAO or its licensors, in any way or for any purpose not specifically and expressly authorized by this Agreement. As used herein, "trade secret information of SCAO and its licensors" means any information possessed by SCAO which derives independent economic value from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use. "Trade secret information of SCAO and its licensors" does not, however, include information which was known to Government Subscriber prior to Government Subscriber's receipt thereof, either directly or indirectly, from SCAO or its licensors, information which is independently developed by Government Subscriber without reference to or use of information received from SCAO or its licensors, or information which would not qualify as a trade secret under Minnesota law.

8.4.2 It will not be a violation of Clause 8.4 for Government Subscriber to make up to one (1) copy of training materials and configuration documentation for each individual authorized to access, use, or configure Court Data Services, solely for its own use in connection with this Agreement.

8.4.3 Government Subscriber will take all steps reasonably necessary to protect the copyright, trade secret, and trademark rights of SCAO and its licensors and Government Subscriber will advise Government Subscriber's Individual Users who are permitted access to any of the Court Data Services Programs and Court Data Services Databases, and trade secret information of SCAO and its licensors, of the restrictions upon duplication, disclosure and use contained in this Agreement.

**8.5 Proprietary Notices.** Government Subscriber will not remove any copyright or proprietary notices included in and/or on the Court Data Services Programs or Court Data Services Databases, related documentation, or trade secret information of SCAO and its licensors, or any part thereof, made available by SCAO or the Court, and Government Subscriber will include in and/or on any copy of the Court Data Services Programs or Court Data Services Databases, or trade secret information of SCAO and its licensors and any documents pertaining thereto, the same copyright and other proprietary notices as appear on the copies made available to Government Subscriber by SCAO or the Court, except that copyright notices shall be updated and other proprietary notices added as may be appropriate.

**8.6 Title; Return.** The Court Data Services Programs and Court Data Services Databases, and related documentation, including but not limited to training and configuration material, if any, and logon account information and passwords, made available by the Court and SCAO to Government Subscriber hereunder, and all copies, including partial copies, thereof are and remain the property of the respective licensor. Within ten days of the effective date of termination of this Agreement, Government Subscriber shall either: (i) uninstall and return any and all copies of the applicable Court Data Services Programs and Court Data Services Databases, and related documentation, including but not limited to training and configuration

materials, if any, and logon account information; or (2) destroy the same and certify in writing to the Court that the same have been destroyed.

- 8.7 Reasonable Security Measures.** The Court may add reasonable security measures including, but not limited to, a time-out feature, to Court Data Services Programs.
- 9. INJUNCTIVE RELIEF; LIABILITY.** Government Subscriber acknowledges that the Court, SCAO, SCAO's licensors, and DCA will be irreparably harmed if Government Subscriber's obligations under this Agreement are not specifically enforced and that the Court, SCAO, SCAO's licensors, and DCA would not have an adequate remedy at law in the event of an actual or threatened violation by Government Subscriber of its obligations. Therefore, Government Subscriber agrees that the Court, SCAO, SCAO's licensors, and DCA shall be entitled to an injunction or any appropriate decree of specific performance for any actual or threatened violations or breaches by Government Subscriber or Government Subscriber's Individual Users without the necessity of the Court, SCAO, SCAO's licensors, or DCA showing actual damages or that monetary damages would not afford an adequate remedy. Unless Government Subscriber is an office, officer, agency, department, division, or bureau of the state of Minnesota, Government Subscriber shall be liable to the Court, SCAO, SCAO's licensors, and DCA for reasonable attorney's fees incurred by the Court, SCAO, SCAO's licensors, and DCA in obtaining any relief pursuant to this Agreement.
- 10. COMPROMISE LIABILITY.** Government Subscriber and the Court agree that, except as otherwise expressly provided herein, each party will be responsible for its own acts and the results thereof to the extent authorized by law and shall not be responsible for the acts of any others and the results thereof. Liability shall be governed by applicable law. Without limiting the foregoing, liability of the Court and any Government Subscriber that is an office, officer, agency, department, division, or bureau of the state of Minnesota shall be governed by the provisions of the Minnesota Tort Claims Act, Minnesota Statutes, section 3.376, and other applicable law. Without limiting the foregoing, if Government Subscriber is a political subdivision of the state of Minnesota, liability of the Subscriber shall be governed by the provisions of Minn. Stat. Ch. 466 (Tort Liability, Political Subdivisions) or other applicable law.
- 11. AVAILABILITY.** Specific terms of availability shall be established by the Court and set forth in the Policies & Notices. The Court reserves the right to terminate this Agreement immediately and/or temporarily suspend Government Subscriber's approved Court Data Services in the event the capacity of any host computer system or legislative appropriation of funds is determined solely by the Court to be insufficient to meet the computer needs of the courts served by the host computer system. Monthly fees, if any, shall be prorated only for periods of suspension or upon termination of this Agreement.
- 12. ADDITIONAL USER OBLIGATIONS.** The obligations of the Government Subscriber set forth in this section are in addition to the other obligations of the Government Subscriber set forth elsewhere in this Agreement.
- 12.1 Judicial Policy Statement.** Government Subscriber agrees to comply with all policies identified in applicable Policies & Notices. Upon failure of the Government Subscriber to comply with such policies, the Court shall have the option of immediately suspending or terminating the Government Subscriber's Court Data Services on a temporary basis and/or immediately terminating this Agreement.

## **12.2 Access and Use; Log.**

- 12.2.1 Government Subscriber shall be responsible for all access to and use of Court Data Services and Court Records (including Court Documents) by Government Subscriber's Individual Users or by means of Government Subscriber's equipment or passwords, whether or not Government Subscriber has knowledge of or authorizes such access and use.
- 12.2.2 Government Subscriber shall also maintain a log identifying all persons to whom Government Subscriber has disclosed its Court Confidential Security and Activation Information, such as user ID(s) and password(s), including the date of such disclosure. Government Subscriber shall maintain such logs while this Agreement is in effect and for a period of one (1) year following termination of this Agreement. Government Subscriber shall promptly provide the Court with access to, and copies of, such logs upon request.
- 12.2.3 Government Subscriber, through the Agency Account Manager, shall promptly notify the Court when Government Subscriber's Individual Users with individual logins should have accounts added or deleted. Upon Government Subscriber's failure to notify the Court of these changes, the Court may terminate this Agreement without prior notice to Government Subscriber.
- 12.2.4 The Court may conduct audits of Government Subscriber's logs and use of Court Data Services and Court Records (including Court Documents) from time to time. Upon Government Subscriber's failure to maintain such logs, to maintain accurate logs, or to promptly provide access by the Court to such logs, the Court may terminate this Agreement without prior notice to Government Subscriber.

**12.3 Personnel.** Government Subscriber agrees to investigate (including conducting audits), at the request of the Court, allegations of misconduct pertaining to Government Subscriber's Individual Users having access to or use of Court Data Services, Court Confidential Information, or trade secret information of the SCAO and its licensors where such persons violate the provisions of this Agreement, Policies & Notices, Judicial Branch policies, or other security requirements or laws regulating access to the Court Records. Government Subscriber, through the Agency Account Manager, agrees to notify the Court of the results of such investigation, including any disciplinary actions, and of steps taken to prevent further misconduct. Government Subscriber agrees to reimburse the Court for costs to the Court for the investigation of improper use of Court Data Services, Court Records (including Court Documents), or trade secret information of the SCAO and its licensors.

**13. FEES AND INVOICES.** Applicable monthly fees commence ten (10) days after notice of the Court's approval of this Agreement or upon the initial Government Subscriber transaction as defined in the Policies & Notices, whichever occurs earlier. When fees apply, the State shall invoice Government Subscriber on a monthly basis for charges incurred in the preceding month and applicable taxes, if any, and payment of all amounts shall be due upon receipt of invoice. If all amounts are not paid within thirty (30) days of the date of the invoice, the Court may immediately cancel this Agreement without notice to Government Subscriber and pursue all available legal remedies. Government Subscriber certifies that

funds have been appropriated for the payment of charges under this Agreement for the current fiscal year, if applicable.

14. **MODIFICATION OF FEES.** SCAO may modify the fees by amending the Policies & Notices as provided herein, and the modified fees shall be effective on the date specified in the Policies & Notices, which shall not be less than thirty (30) days from the publication of the Policies & Notices. Government Subscriber shall have the option of accepting such changes or terminating this Agreement as provided in section 1 hereof.
15. **WARRANTY DISCLAIMERS.**
  - 15.1 **WARRANTY EXCLUSIONS.** EXCEPT AS SPECIFICALLY AND EXPRESSLY PROVIDED HEREIN, COURT, SCAO, SCAO'S LICENSORS, AND DCA MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY, NOR ARE ANY WARRANTIES TO BE IMPLIED, WITH RESPECT TO THE INFORMATION, SERVICES OR COMPUTER PROGRAMS MADE AVAILABLE UNDER THIS AGREEMENT.
  - 15.2 **ACCURACY, COMPLETENESS AND AVAILABILITY OF INFORMATION.** WITHOUT LIMITING THE GENERALITY OF THE PRECEDING PARAGRAPH, COURT, SCAO, SCAO'S LICENSORS, AND DCA MAKE NO WARRANTIES AS TO THE ACCURACY OR COMPLETENESS OF THE INFORMATION CONTAINED IN THE COURT RECORDS. THE COURT IS NOT LIABLE FOR ANY COURT RECORDS OR COURT DOCUMENTS NOT AVAILABLE THROUGH COURT DATA SERVICES DUE TO COMPUTER OR NETWORK MALFUNCTION, MISTAKE OR USER ERROR.
16. **RELATIONSHIP OF THE PARTIES.** Government Subscriber is an independent contractor and shall not be deemed for any purpose to be an employee, partner, agent or franchisee of the Court, SCAO, SCAO'S licensors, or DCA. Neither Government Subscriber nor the Court, SCAO, SCAO'S licensors, or DCA shall have the right nor the authority to assume, create or incur any liability or obligation of any kind, express or implied, against or in the name of or on behalf of the other.
17. **NOTICE.** Except as provided in Clause 2 regarding notices of or modifications to Court Data Services and Policies & Notices, and in Clauses 13 and 14 regarding notices of or modification of fees, any notice to Court or Government Subscriber hereunder shall be deemed to have been received when personally delivered in writing or seventy-two (72) hours after it has been deposited in the United States mail, first class, proper postage prepaid, addressed to the party to whom it is intended at the address set forth on page one of this Agreement or at such other address of which notice has been given in accordance herewith.
18. **NON-WAIVER.** The failure by either Party at any time to enforce any of the provisions of this Agreement or any right or remedy available hereunder or at law or in equity, or to exercise any option herein provided, shall not constitute a waiver of such provision, remedy or option or in any way affect the validity of this Agreement. The waiver of any default by either Party shall not be deemed a continuing waiver, but shall apply solely to the instance to which such waiver is directed.

19. **FORCE MAJEURE.** Neither party shall be responsible for failure or delay in the performance of their respective obligations hereunder caused by acts beyond their reasonable control.
20. **SEVERABILITY.** Every provision of this Agreement shall be construed, to the extent possible, so as to be valid and enforceable. If any provision of this Agreement so construed is held by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable, such provision shall be deemed severed from this Agreement, and all other provisions shall remain in full force and effect.
21. **ASSIGNMENT AND BINDING EFFECT.** Except as otherwise expressly permitted herein, neither Party may assign, delegate and/or otherwise transfer this Agreement or any of its rights or obligations hereunder without the prior written consent of the other. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns, including any corporation or other legal entity into, by or with which Government Subscriber may be merged, acquired or consolidated or which may purchase the entire assets of Government Subscriber.
22. **GOVERNING LAW.** This Agreement shall in all respects be governed by and interpreted, construed and enforced in accordance with the laws of the United States and of the State of Minnesota.
23. **VENUE AND JURISDICTION.** Any action arising out of or relating to this Agreement, its performance, enforcement or breach will be venued in a state or federal court situated within the State of Minnesota. Government Subscriber hereby irrevocably consents and submits itself to the personal jurisdiction of said courts for that purpose.
24. **INTEGRATION.** This Agreement sets forth the entire Agreement and understanding between the Parties regarding the subject matter hereof and supersedes any prior representations, statements, proposals, negotiations, discussions, understandings, or agreements regarding the same subject matter. Except as otherwise expressly provided in Clause 2 regarding Court Data Services and Policies & Notices, and in Clauses 13 and 14 regarding fees, any amendments or modifications to this Agreement shall be in writing signed by both Parties.
25. **MINNESOTA DATA PRACTICES ACT APPLICABILITY.** If Government Subscriber is a Minnesota Government entity that is subject to the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, Government Subscriber acknowledges and agrees that: (1) the Court is not subject to Minn. Stat. Ch. 13 (*see* section 13.90) but is subject to the Rules of Public Access and other rules promulgated by the Minnesota Supreme Court; (2) Minn. Stat. section 13.03, subdivision 4(e) requires that Government Subscriber comply with the Rules of Public Access and other rules promulgated by the Minnesota Supreme Court for access to Court Records provided under this Agreement; (3) the use of and access to Court Records may be restricted by rules promulgated by the Minnesota Supreme Court, applicable state statute or federal law; and (4) these applicable restrictions must be followed in the appropriate circumstances.



IN WITNESS WHEREOF, the Parties have, by their duly authorized officers, executed this Agreement, intending to be bound thereby.

1. GOVERNMENT SUBSCRIBER  
Government Subscriber must attach documented verification of authority to sign on behalf of and bind the entity (“Master Subscriber Agreement Signing Authority”), such as a council resolution, board authority or legally binding decision maker, and attach same as Exhibit B.

By \_\_\_\_\_  
(SIGNATURE)

Date \_\_\_\_\_

Name (typed) Kristina Handt

Title City Administrator

Office Lake Elmo City Hall

2. THE COURT

By \_\_\_\_\_  
(SIGNATURE)

Date \_\_\_\_\_

Title CIO/Director

Office Information Technology  
Division of State Court  
Administration

3. Form and execution approved  
for Court by:

By: \_\_\_\_\_  
(SIGNATURE)

Title: Staff Attorney - Legal Counsel Division

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

➤ All government subscribers have access to public cases and public documents statewide in New MGA. Public cases and public documents include:

Public Cases	Public Documents
<ul style="list-style-type: none"> <li>Public Adult Criminal/Traffic cases</li> <li>Public Juvenile Delinquency +16 cases</li> <li>Public Family cases, including public Civil Domestic Abuse cases</li> <li>Public Civil cases, including Public Harassment cases</li> <li>Public Probate cases and Public Commitment cases</li> <li>Public CHIPS cases, post-July 1, 2015</li> </ul>	<ul style="list-style-type: none"> <li>Public court orders and public notices</li> <li>Pleadings, motions, affidavits and petitions</li> <li>Public criminal complaints and public citations</li> <li>Public warrants</li> <li>Public orders for protection and public harassment restraining orders</li> <li>Public CHIPS documents filed on or after July 1, 2015</li> </ul>

➤ Additionally, some government agencies will have access to confidential cases and documents in New MGA, based on the Rules of Public Access to Records of the Judicial Branch, as follows:

Agency Type	Confidential Juvenile Delinquency Cases		Confidential Juvenile Protection Cases		Confidential Civil Domestic Abuse (Pre-Service) Cases		Confidential Paternity Cases	
	Case Information & Register of Actions	Certain Confidential Documents	Case Information & Register of Actions	Certain Confidential Documents	Case Information & Register of Actions	Certain Confidential Documents	Case Information & Register of Actions	Certain Confidential Documents
County Attorney	Statewide	County	Statewide	County	Statewide	County	County	County
Public Defender	Statewide	County	Statewide	County	Statewide	County	N/A	N/A
Corrections/Probation	Statewide	County	Statewide	County	Statewide	County	N/A	N/A
Social Services	Statewide	County	Statewide	County	Statewide	County	Statewide	County
Law Enforcement	District	County	N/A	N/A	Statewide	County	N/A	N/A
City Attorneys	Statewide	County	N/A	N/A	Statewide	County	N/A	N/A

## Overview

- The Minnesota district court case record and document access available to government subscribers in New Minnesota Government Access (“New MGA”) is outlined on the [New MGA Subscriber Access Overview](#). Refer to this document for information about confidential case access and confidential document access in confidential cases (confidential orders, notices, pleadings).
- The State Court Administrator has authorized access to additional specific confidential documents for designated government subscribers in certain case types, based on the Rules of Public Access to Records of the Minnesota Judicial Branch, as follows:

### Adult Criminal/Traffic Cases

<b>Confidential Document / Case Event</b>	<b>Designated Government Subscribers</b>
Bail Study	<ul style="list-style-type: none"> <li>• County Attorney</li> <li>• Public Defender</li> <li>• Corrections / Probation</li> <li>• City Attorney</li> </ul>
Community Work Service Report	
Conditional Release Violation Report	
Detention Report	
Domestic Abuse Evaluation Report	
Placement Recommendation Report	
Police/Incident Report	
Predisposition Investigation Report	
Pre-Plea Worksheet	
Presentence Investigation Report	
Pretrial Agency Report	
Probation Agreement	
Probation Recommendation	
Probation Violation Report	
Probationary Sanction	
Progress Report – Staggered Sentence	
Proof of Insurance	
Proof of Insurance – Not Acceptable	
Proposed Probation Violation	
Summons/Warrant	
Rule 20 Evaluation Report	
Sentencing Worksheet	
Sentencing Worksheet - EJJ	
Victim Impact Statement	



## MAYOR AND COUNCIL COMMUNICATION

DATE: 9/6/2016

**CONSENT**

ITEM #: 5

**AGENDA ITEM:** Village Preserve Easement Vacation, Outlots C, G & H

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

**THROUGH:** Kristina Handt, City Administrator

**REVIEWED BY:** Emily Becker

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### **BACKGROUND:**

GWSA Land Development, LLC recorded drainage and utility easements over all of Outlots C, G, & H as required by a condition of approval for the Final Plat for Village Preserve. Village Preserve 2<sup>nd</sup> Addition, approved by the City Council in April 2016, replats Outlots C, G, and H into a residential development with appropriate drainage and utility easements. In order to record the Village Preserve 2<sup>nd</sup> Addition final plat, the blanket easements over the outlots needs to be vacated.

### **ISSUE BEFORE COUNCIL:**

The Council is, respectfully, being requested to approve the vacations of drainage and utility easements over Outlots C, G, and H, Village Preserve.

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

The easement vacation is needed in order for Village Preserve 2nd Addition to be recorded. New easements will be put into place as required with the recording of the Village Preserve 2<sup>nd</sup> Addition.

### **FISCAL IMPACT:**

None

### **OPTIONS:**

The Council can approve or deny the easement vacation.

### **PUBLIC HEARING/PLANNING COMMISSION MEETING:**

No residents spoke for or against the vacation and no other comments were received by Staff.

**RECOMMENDATION:**

*Staff and the Planning Commission recommend approval of the request for vacation of easements over Outlots C, G and H, Village Preserve with the following motion:*

***“Move to approve Resolution 2016-73 approving the vacation of drainage and utility easement over Outlots C, G and H, Village Preserve”***

**ATTACHMENTS:**

- Planning Commission packet 8/22/16



## PLANNING COMMISSION

DATE: 08/22/2016  
ITEM #: 4b - PUBLIC HEARING  
CASE #2016-32

**AGENDA ITEM:** Village Preserve Drainage and Utility Easement Vacation of Outlots C, G, & H  
**SUBMITTED BY:** Emily Becker, City Planner  
**REVIEWED BY:** Stephen Wensman, Planning Director

---

### **BACKGROUND:**

*Applicant:* GWSA Land Development, LLC  
*Owner:* GWSA Land Development, LLC  
*Location:* Village Preserve Outlots C, G, & H  
PID #s 1202921330050 (Outlot C), 1202921330054 (Outlot G), 1202921330055 (Outlot H)  
*Request:* Vacate Drainage and Utility Easements over the whole of aforementioned Outlots.  
*Applicable Regulations:* M.S. 412.851

GWSA Land Development, LLC recorded easements over all of Outlots C, G, & H as required by a condition of approval for the Final Plat for Village Preserve. Final Plat for Village Preserve 2<sup>nd</sup> Addition (Outlots C, G, & H of Village Preserve) was approved by Council in April.

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

The aforementioned drainage and utility easements were put in place until the outlots were final platted. Village Preserve 2<sup>nd</sup> Addition has been approved by the City Council and the drainage and utility easements need to be vacated in order for GWSA to record the plat. New easements will be put into place as required with the recording of the Village Preserve 2<sup>nd</sup> Addition.

### **FISCAL IMPACT:**

There is no fiscal impact as new easements as required by Final Plat Approval of Village Preserve 2<sup>nd</sup> Addition will be recorded.

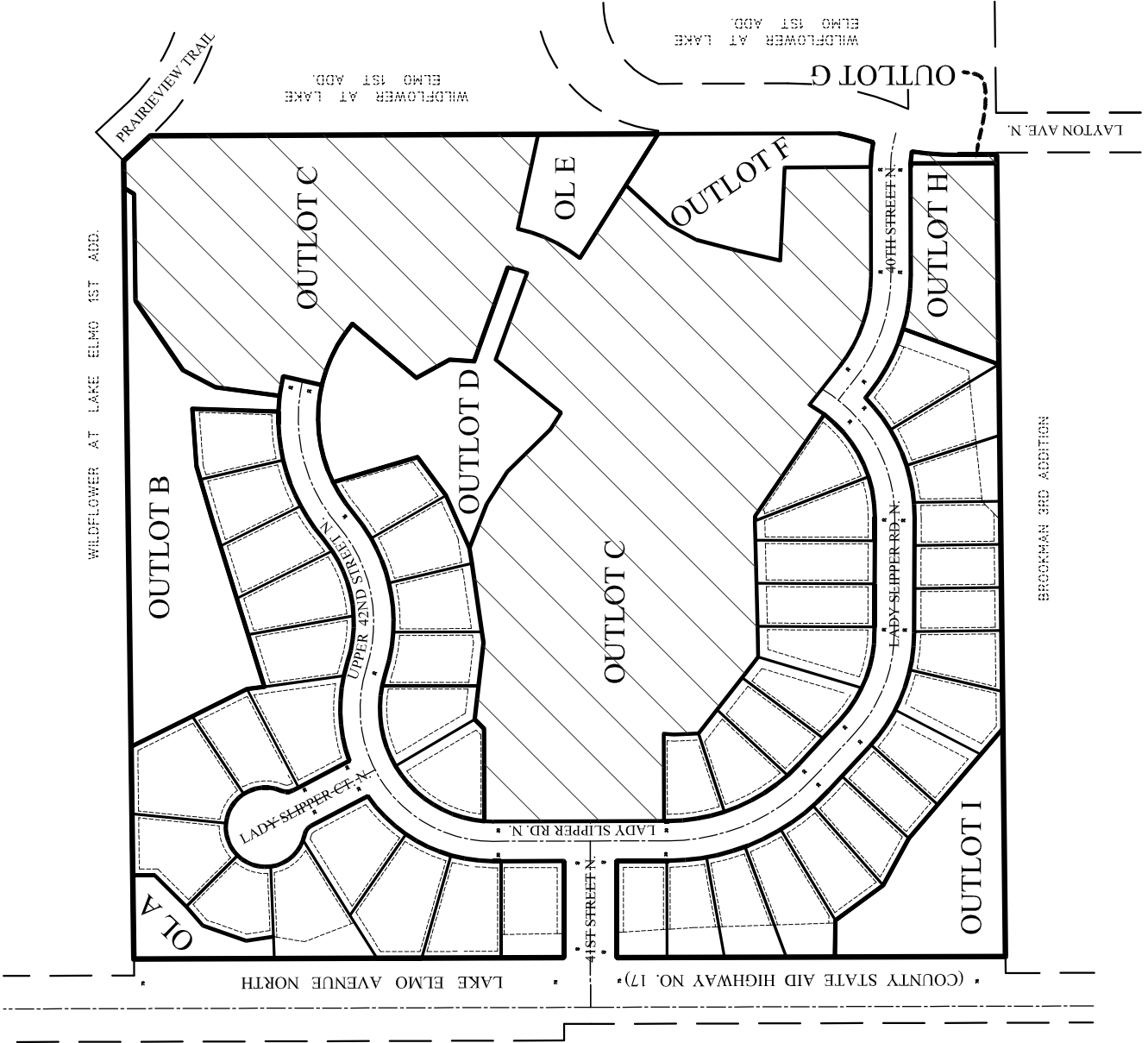
### **RECOMMENDATION:**

Based on the foregoing, Staff recommends the Planning Commission recommend approval of the requested easement vacation:

***“Move to recommend approval of a request to vacate drainage and utility easements of Outlots C, G, & H as recorded on the Final Plat of Village Preserve.”***

### **ATTACHMENTS:**

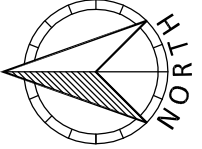
1. Exhibit of Outlots C, G, & H of Village Preserve (easements to be vacated).



**PROPOSED EASEMENT VACATION DESCRIPTION**


Vacating the drainage and utility easements over OUTLOTS C, G, and H, as dedicated on VILLAGE PRESERVE, according to the recorded plat thereof, Washington County, Minnesota.

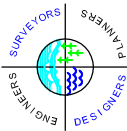
 Proposed Easement Vacation Area



I hereby certify that this survey, plan or report was prepared by me or under my direct supervision and that I am a duly Licensed Land Surveyor under the laws of the State of Minnesota.

Dated this 10th day of May, 2016.  
 SATHRE-BERGQUIST, INC.

  
 David B. Pemberton, PLS  
 Minnesota License No. 40344  
 pemberton@sathre.com



**SATHRE-BERGQUIST, INC.**  
 150 South Broadway Ave.  
 Wayzata, MN. 55391  
 (952) 476-6000 www.sathre.com

**Easement Vacation Exhibit**  
 Prepared For  
 GWSA Land Development, LLC.

Date: 05/10/16	Revision Date:
Prepared By: DBP	Check By: DBP
Layout Sheet: ESMT VAC EXHIBIT	
Project Number: 3120-047-200	

# VILLAGE PRESERVE

**KNOW ALL PERSONS BY THESE PRESENTS:** That GWSA Land Development, LLC, a Minnesota limited liability company, fee owner, of the following described property situated in the State of Minnesota, County of Washington, to wit:

The Southwest Quarter of the Southwest Quarter of Section 12, Township 29 North, Range 21 West, Washington County, Minnesota.

Has caused the same to be surveyed and platted as VILLAGE PRESERVE and does hereby dedicate to the public for public use the public way, as shown on the plat and also dedicate the drainage and utility easements as created by this plat.

In witness whereof said GWSA Land Development, LLC, a Minnesota limited liability company, has caused these presents to be signed by its proper officer this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

By: GWSA Land Development, LLC.

\_\_\_\_\_  
Craig Allen, Chief Manager

**STATE OF MINNESOTA, COUNTY OF HENNEPIN**

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2015, by Craig Allen, Chief Manager of GWSA Land Development, LLC, a Minnesota limited liability company, on behalf of the company.

\_\_\_\_\_  
Notary Public, Hennepin County, Minnesota  
My Commission Expires: \_\_\_\_\_  
Printed Name

**SURVEYORS CERTIFICATION**

I David B. Pemberton do hereby certify that this plat was prepared by me or under my direct supervision; that I am a duly Licensed Land Surveyor in the State of Minnesota; that this plat is a correct representation of the boundary survey; that all mathematical data and labels are correctly designated on the plat; that all monuments depicted on the plat have been, or will be correctly set within one year; that all water boundaries and wet lands, as defined in Minnesota Statutes, Section 505.01, Subd. 3, as of the date of this certificate are shown and labeled on this plat; and all public ways are shown and labeled on this plat.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
David B. Pemberton, Licensed Land Surveyor  
Minnesota License No. 40344

**STATE OF MINNESOTA, COUNTY OF HENNEPIN**

This instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2015, by David B. Pemberton.

\_\_\_\_\_  
Notary Public, Hennepin County, Minnesota  
My Commission Expires \_\_\_\_\_  
Printed Name

**LAKE ELMO, MINNESOTA PLANNING COMMISSION**

Approved by the Planning Commission of the city of Lake Elmo, Minnesota, this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

Signed: \_\_\_\_\_  
Chair, Planning Commission

Singed: \_\_\_\_\_  
Secretary, Planning Commission

**LAKE ELMO, MINNESOTA**

This plat of VILLAGE PRESERVE was approved by the City Council of the City of Lake Elmo, Minnesota this \_\_\_\_\_ day of \_\_\_\_\_, 2015, and hereby certifies compliance with all requirements as set forth in Minnesota Statutes, Section 505.03, Subd. 2.

Signed: CITY OF LAKE ELMO

By: \_\_\_\_\_ Mayor  
By: \_\_\_\_\_ Clerk

**COUNTY SURVEYOR**

Pursuant to Chapter 820, Laws of Minnesota, 1971, and in accordance with Minnesota Statutes, Section 505.021, Subd. 11, this plat has been reviewed and approved this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

By: \_\_\_\_\_ Washington County Surveyor  
By: \_\_\_\_\_

**COUNTY AUDITOR/TREASURER**

Pursuant to Minnesota Statutes, Section 505.021, Subd. 9, and Section 272.12, taxes payable in the year 2015, on real estate hereinbefore described, have been paid; and there are no delinquent taxes, and transfer entered on this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

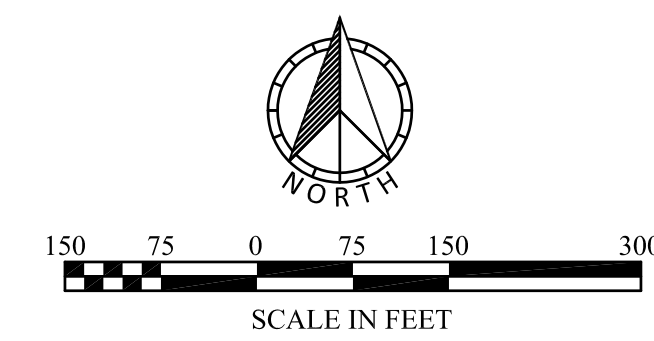
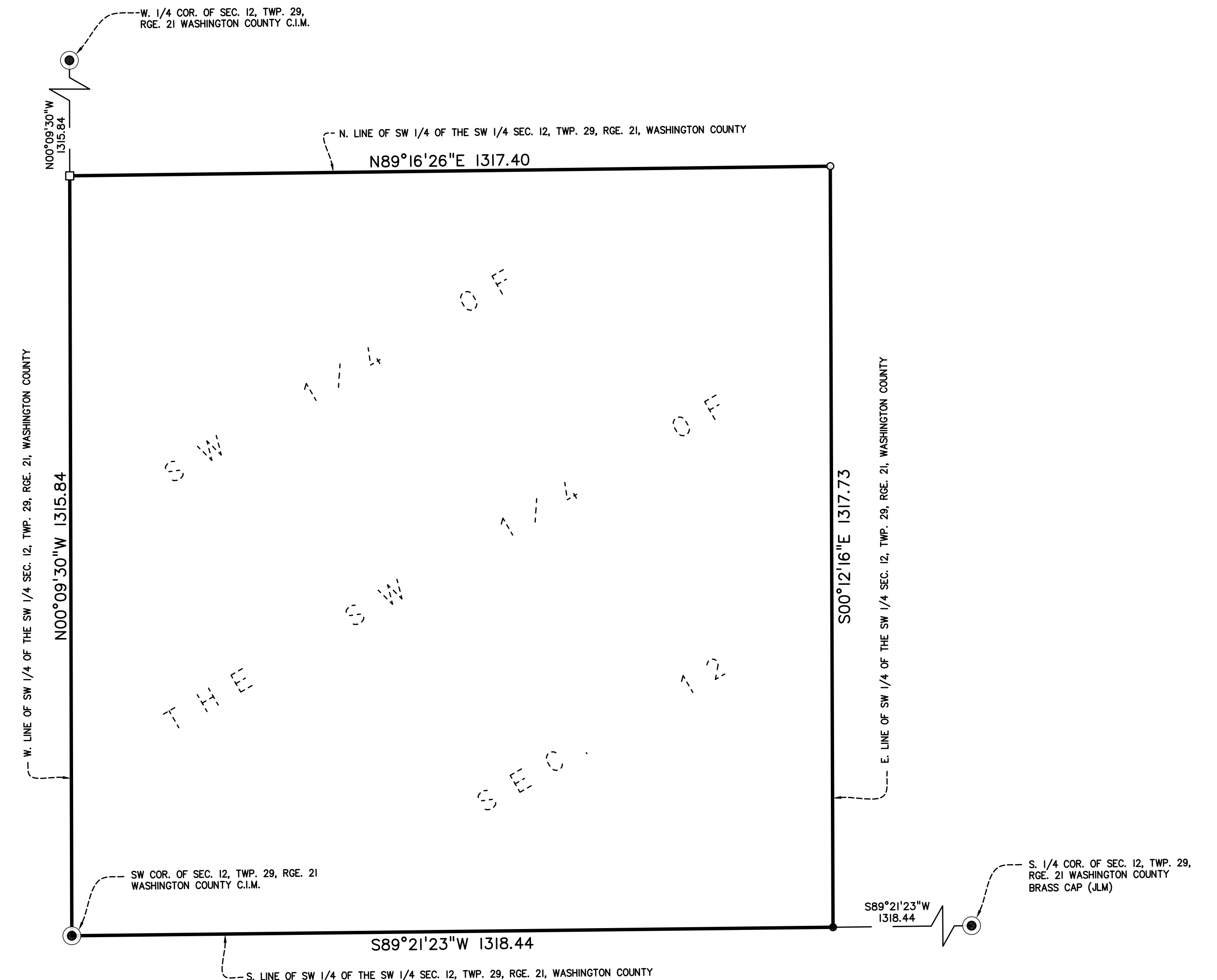
By: \_\_\_\_\_ Washington County Auditor/Treasurer  
By: \_\_\_\_\_ Deputy

**COUNTY RECORDER**

Document Number \_\_\_\_\_

I hereby certify that this instrument was recorded in the Office of the County Recorder for record on this \_\_\_\_\_ day of \_\_\_\_\_, 2015, at \_\_\_\_\_ o'clock \_\_\_\_\_, M. and was duly recorded in Washington County Records.

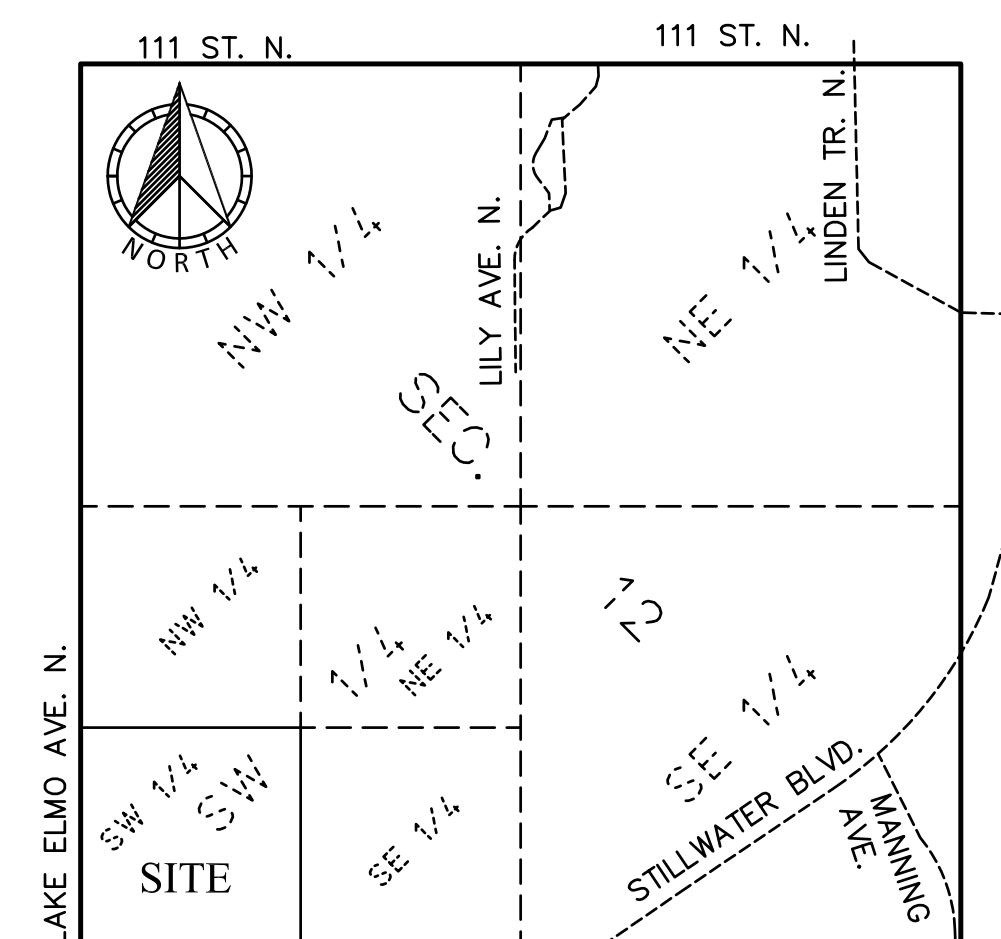
By: \_\_\_\_\_ Washington County Recorded  
By: \_\_\_\_\_ Deputy



- Denotes a 1/2 inch by 14 inch iron pipe set in the ground and marked by License No. 40344
- Denotes a Found Iron Monument
- Denotes Set nail and disc marked by License No. 40344
- ⊙ Denotes a Cast-Iron-Monument

The basis for the bearing system of this plat is the west line of Southwest Quarter of the Southwest Quarter of Section 12, Township 29, Range 21, Washington County, Minnesota is assumed to have a bearing of North 00 degrees 09 minutes 30 seconds West (Washington County coordinate system NAD 83/ 1986 Adj.)

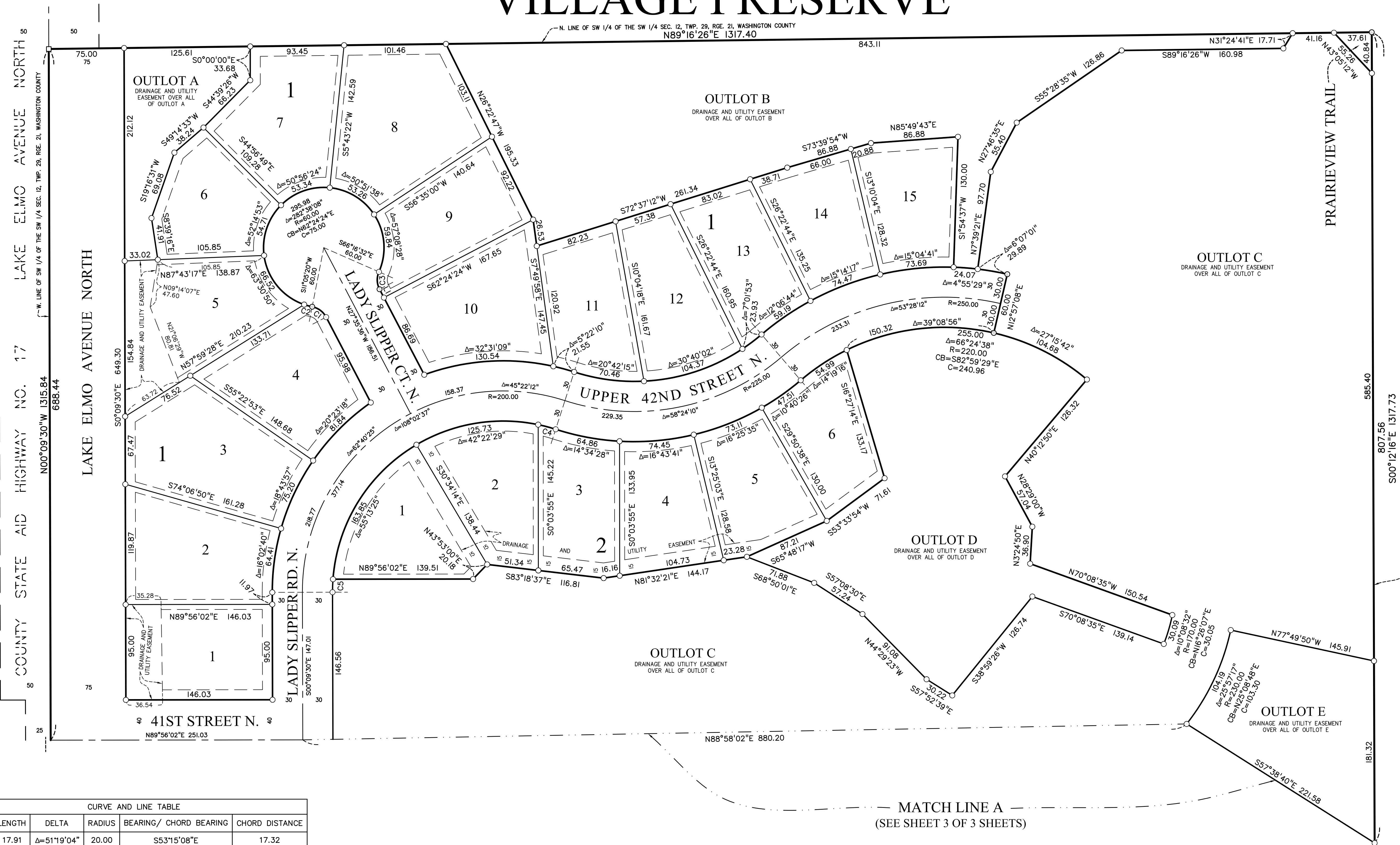
**LOCATION MAP**  
SECTION 12, TWP. 29N., RGE. 21W.  
NOT TO SCALE





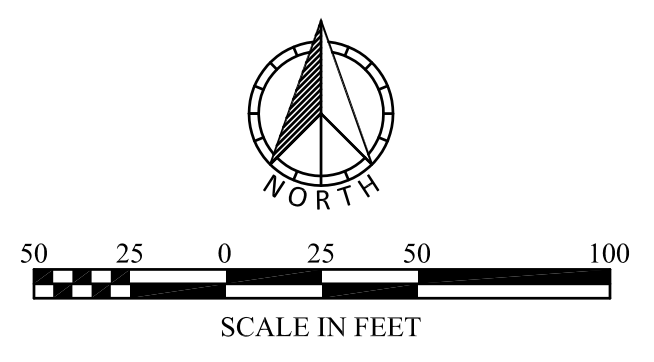
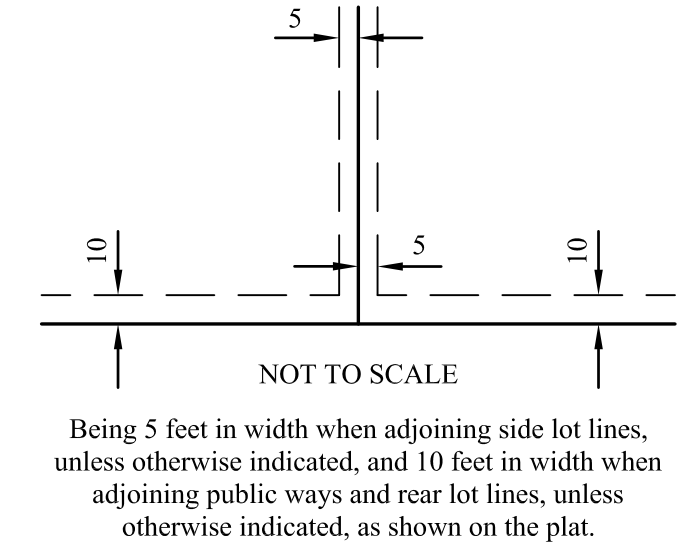
# VILLAGE PRESERVE

N. LINE OF SW 1/4 OF THE SW 1/4 SEC. 12, TWP. 29, RGE. 21, WASHINGTON COUNTY  
N89°16'26"E 1317.40



CURVE AND LINE TABLE					
TAG #	LENGTH	DELTA	RADIUS	BEARING/ CHORD BEARING	CHORD DISTANCE
C1	17.91	Δ=51°19'04"	20.00	S53°15'08"E	17.32
C2	8.31	Δ=7°55'55"	60.00	S74°56'43"E	8.30
C3	17.91	Δ=51°19'04"	20.00	N1°56'04"W	17.32
C4	18.04	Δ=6°04'51"	170.00	S75°09'19"E	18.03
C5	12.95	Δ=4°21'52"	170.00	S2°01'25"W	12.95
L1	9.39			N27°35'36"W	

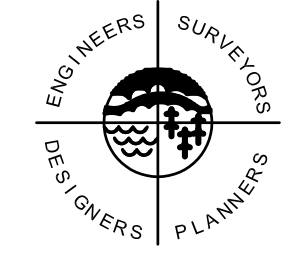
DRAINAGE AND UTILITY EASEMENTS ARE SHOWN THUS:



- Denotes a 1/2 inch by 14 inch iron pipe set in the ground and marked by License No. 40344
- Denotes a Found Iron Monument
- Denotes Set nail and disc marked by License No. 40344
- ⊙ Denotes a Cast-Iron Monument

The basis for the bearing system of this plat is the west line of Southwest Quarter of the Southwest Quarter of Section 12, Township 29, Range 21, Washington County, Minnesota is assumed to have a bearing of North 00 degrees 09 minutes 30 seconds West (Washington County coordinate system NAD 83/1986 Adj.)

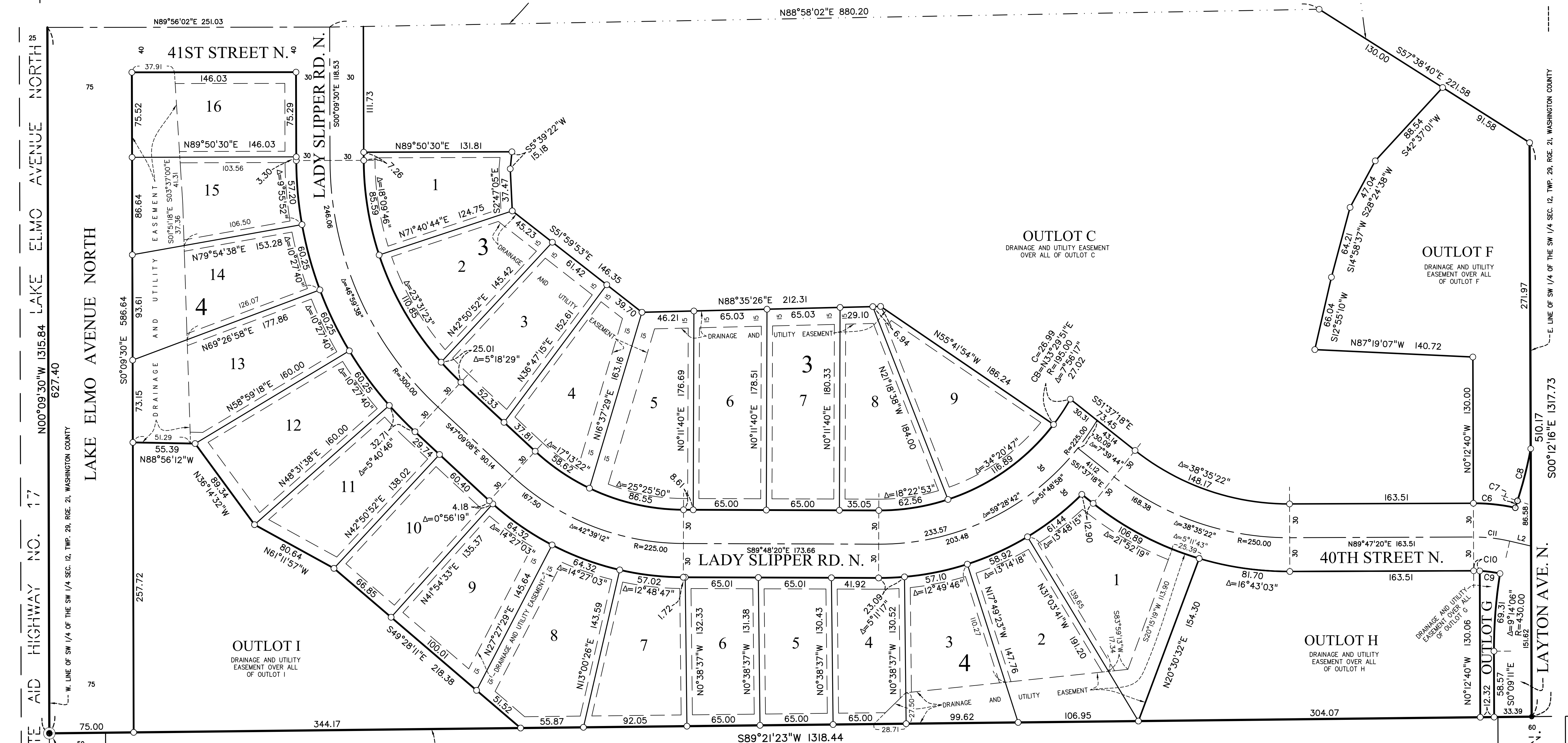
MATCH LINE A  
(SEE SHEET 3 OF 3 SHEETS)



**SATHRE-BERGQUIST, INC.**

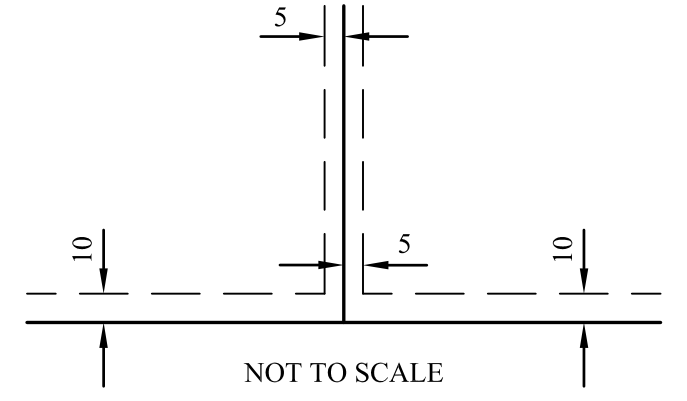
# VILLAGE PRESERVE

MATCH LINE A  
(SEE SHEET 2 OF 3 SHEETS)



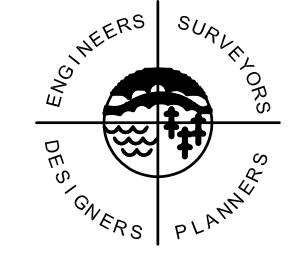
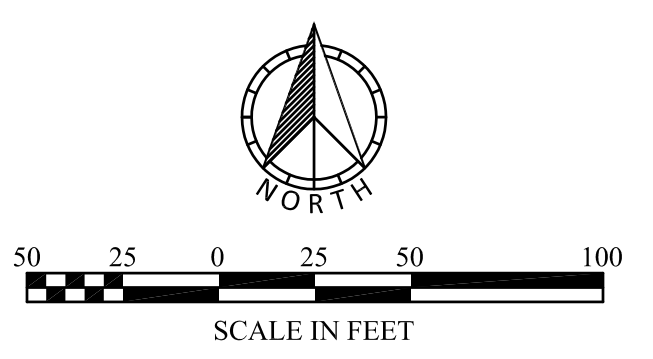
CURVE AND LINE TABLE					
TAG #	LENGTH	DELTA	RADIUS	BEARING/ CHORD BEARING	CHORD DISTANCE
C6	37.54	$\Delta=12^{\circ}39'07''$	170.00	N83°53'07"W	37.46
C7	6.53	$\Delta=0^{\circ}52'11''$	430.00	S17°31'08"W	6.53
C8	47.80	$\Delta=7^{\circ}24'10''$	370.00	S14°15'08"W	47.77
C9	18.20	$\Delta=9^{\circ}28'52''$	110.00	S82°39'00"E	18.18
C10	5.42	$\Delta=2^{\circ}49'14''$	110.00	N88°48'03"W	5.41
C11	32.49	$\Delta=13^{\circ}17'45''$	140.00	S83°33'48"E	32.42
L2	19.47			S76°54'55"E	

DRAINAGE AND UTILITY EASEMENTS ARE SHOWN THUS:



The basis for the bearing system of this plat is the west line of Southwest Quarter of the Southwest Quarter of Section 12, Township 29, Range 21, Washington County, Minnesota is assumed to have a bearing of North 00 degrees 09 minutes 30 seconds West (Washington County coordinate system NAD 83/ 1986 Adj.)

- Denotes a 1/2 inch by 14 inch iron pipe set in the ground and marked by License No. 40344
- Denotes a Found Iron Monument
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SATHRE-BERGQUIST, INC.

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

**RESOLUTION NO. 2016-73**

*A RESOLUTION VACATING DRAINAGE AND UTILITY EASEMENTS OVER OUTLOTS C, G,  
& H, VILLAGE PRESERVE*

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

**WHEREAS**, the City of Lake Elmo approved the final plat of Village Preserve on May 5, 2015 with blanket drainage and utility easements over Outlots C, G and H; and

**WHEREAS**, a request has been made to the City Council pursuant to Minnesota Statute §412.851 to vacate the existing drainage and utility easements on Outlots C, G and H, Village Preserve; and

**WHEREAS**, the City of Lake Elmo had received a request for the Final Plat of Village Preserve 2<sup>nd</sup> Addition from GWSA Land Development, LLC, 10850 Old County Road 15, Suite #200, Plymouth, MN 55441, replatting Outlots C, G and H, Village Preserve into a residential development; and

**WHEREAS**, the City Council approved the Final Plat of Village Preserve 2<sup>nd</sup> Addition on April 19, 2016 with new drainage and utility easements as required of the development; and

**WHEREAS**, the City Clerk reviewed and examined the signatures on said request and determined that such signatures constituted all of the landowners abutting upon the portion of easement to be vacated; and

**WHEREAS**, a public hearing to consider the vacation of the drainage and utility easement was held on the August 22, 2016 at the Planning Commission in the Lake Elmo City Hall located at 3800 Laverne Avenue North at 7:00 p.m. or shortly thereafter after due published and posted notice had been given, as well as personal mailed notice to all property owners within 350 feet of Outlots C, G and H, Village Preserve by the City Clerk on the 8<sup>th</sup> day of August, 2016 and all interested and affected persons were given an opportunity to voice their concerns and be heard; and

**WHEREAS**, the Council in its discretion has determined that the vacation will benefit the public interest because:

- 1) The proposed replat of Outlots C, G and H, Village Preserve into Village Preserve 2<sup>nd</sup> Addition complies with all applicable zoning and subdivision regulations.

- 2) The dedication of a new easement will be provided with the recording of Village Preserve 2<sup>nd</sup> Addition to provide the same function as the one being vacated with no negative impact to the public.

**NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LAKE ELMO, COUNTY OF WASHINGTON MINNESOTA**, that such request for vacation of an existing drainage and utility easement is hereby granted in accordance with the property descriptions provided above.

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

Adopted by the Council this 9th day of September, 2016.

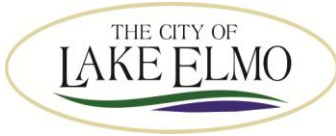
Effective Date:\_\_\_\_\_

Approved:

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

Attested by:

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



# MAYOR & COUNCIL COMMUNICATION

**DATE:** September 6, 2016

**CONSENT**

**ITEM #** 6

**AGENDA ITEM:** Village Preserve 1st Addition – Approve Security Reduction #3.

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

**THROUGH:** Kristina Handt, City Administrator

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

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

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

**POLICY RECOMMENDER:** Engineering.

**FISCAL IMPACT:** It is the City’s goal to retain at all times during the subdivision improvements a security amount that is adequate to ensure completion of all elements of the improvements as protection to the City tax payers against the potential of developer default. With this reduction the remaining security amount held by the City will be \$619,323 which remains sufficient to complete the remaining improvements.

**SUMMARY AND ACTION REQUESTED:** The City Council is respectfully requested to consider approving, *as part of the Consent Agenda*, the third reduction in the security amount for the Village Preserve 1st Addition.

**LEGISLATIVE HISTORY/BACKGROUND INFORMATION:** The developer has completed a substantial portion of the required development improvements for the Village Preserve 1st Addition including all grading work. In accordance with the revised Security Reduction Policy Paragraph A, the developer is eligible for a reduction in security for Phase 1 in the amount of \$570,628.

**RECOMMENDATION:** Staff is recommending that the City Council approve, *as part of the Consent Agenda*, a reduction in the security amount for the Village Preserve 1st Addition. If removed from the consent agenda, the recommended motion for the action is as follows:

*“Move to approve the third reduction of the Letter of Credit for the Village Preserve 1st Addition from \$1,189,951 down to \$619,323.”*

**ATTACHMENT(S):**

1. Engineer’s Letter Recommending Security Reduction #3 for the Village Preserve 1st Addition.
2. Security Reduction Worksheet.



September 7, 2016

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

Re: Village Preserve 1st Addition  
Lake Elmo, Minnesota  
Irrevocable Letter of Credit No. **320**

Dear Mr. Allen:

We have reviewed and processed your request for a reduction in the security for the Village Preserve 1st Addition in Lake Elmo, MN. At this time the Irrevocable Letter of Credit No. **320** may be reduced to \$619,323. Please process the security reduction through the office of the Lake Elmo City Clerk.

This represents a reduction in the amount of 100% of the grading security. Should you have any questions or require additional information, please call me 651.300.4264.

Sincerely,

*J Griffin*

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

cc: Kristina Handt, City Administrator  
Julie Johnson, City Clerk  
Cathy Bendel, Finance Director  
Stephen Wensman, City Planner

VILLAGE PRESERVE 1ST ADDITION

Time of Performance: October 31, 2016

DEVELOPMENT AGREEMENT AMOUNTS

CATEGORY	CONSTRUCTION	125% REMARKS	REDUCTIONS				
			#1	#2	#3	#4	#5
Grading	\$79,860	NA	Site Grading Agrmt: Assumed Replaced				
Shared Wildflower Improvements	\$255,801	\$319,751.25	Never Received: Provided by Wildflower				
Grading	\$456,502	\$570,627.50	\$570,628 100%				
Sanitary Sewer	\$227,849	\$284,811.25	\$213,608 75%				
Watermain	\$224,251	\$280,313.75	\$210,235 75%				
Streets (includes sidewalks/trails)	\$727,995	\$909,993.75	\$163,799 18%	\$518,696 75%			
Surface Water Facilities	\$225,248	\$281,560.00	\$140,780 50%	\$70,390 75%			
Erosion Control	\$27,970	\$34,962.50					
Sidewalks/Trails	NA	NA	Included in Streets				
Street Lighting	NA	NA	By Xcel Energy				
Street Signs and Traffic Control Signs	\$3,600	\$4,500.00					
Landscaping	\$105,453	\$131,816.25					
Tree Preservation and Restoration	NA	NA	included in Erosion Control				
Wetland Mitigation and Buffers	NA	NA	LOC Through VBWD				
Monuments	\$4,600	\$5,750.00					
Miscellaneous Facilities	NA	NA	None				
Record Drawings	\$2,500	\$3,125.00					

<b>TOTALS</b>	<b>\$2,005,968</b>	<b>\$2,507,460.00</b>	RELEASED AMOUNTS:	\$728,423	\$589,086	\$570,628	\$0	\$0
			CUMMULATIVE AMOUNTS:	\$728,423	\$1,317,509	\$1,888,137		
			SECURITY AMOUNT REMAINING:	\$1,779,037	\$1,189,951	<b>\$619,323</b>		
			DATE:	3/15/2016	8/2/2016	9/6/2016		





## MAYOR AND COUNCIL COMMUNICATION

DATE: 9/6/16

**CONSENT**

ITEM #: 7

**MOTION**

**AGENDA ITEM:** 5<sup>th</sup> Street/City Owned and Maintained Irrigation Standards  
General Development Irrigation Standards

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

**REVIEWED BY:** Kristina Handt, City Administrator  
Stephen Mastey, Consulting Landscape Architect  
Jack Griffin, Focus Engineering

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### **BACKGROUND:**

The City Council reviewed the Irrigation Standards on June 6, 2016 and at the time generally accepted the 5<sup>th</sup> Street Irrigation Standards, but directed Staff to revise the General Development Irrigation Standards to only address the points of water connection to protect the basic health and safety of the water supply. The revised Standards have been attached to this report for City Council's approval.

### **ISSUE BEFORE COUNCIL:**

To approve the 5<sup>th</sup> Street/City Owned and Maintained Irrigation Design Standards and General Development Irrigation Design Standards.

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

Since June 6<sup>th</sup> City Council review of the Standards, the 5<sup>th</sup> Street Standards have been renamed to City Owned and Maintained Irrigation Standards such that they can be used for future City owned and maintained systems as needed. There have been a typo corrections and a few changes to the language, but the basic requirements of the system have not changed.

Since June 6<sup>th</sup>, the General Development Irrigation Standards have been greatly modified to only require water supply and detail for enclosures and slabs, and controls and to have these shown on the landscape plans. By having these items submitted on the landscape plans, it puts the developer on notice to consider water points of connection, tying the utilities planning and landscape planning together. It also means no additional irrigation plan submittal will be needed. The standards allow for only a single water point of connection per development. The General Development Irrigation Standards refer to Code Section 50.40 which addresses over spray of roads and sidewalks, rain sensors and other requirements.

Please note that the specifications do not allow for water reuse. Water reuse is desirable in concept and has been suggested by developers for Royal Golf, Diedrich Townhomes, and Inwood, however, until an Engineering study on how to successfully implement water reuse is conducted, the City is not prepared to allow the practice.

Since June 6<sup>th</sup>, the corresponding Irrigation Design Details have been slightly modified as recommended by the Engineering Consultant hired by the City to study water pressure issues. The changes are minor. Also, when the City's Engineering Standard Details are next updated, the Irrigation Design Standard Details will be incorporated.

**FISCAL IMPACT:**

As stated on June 21, 2016, the 5<sup>th</sup> Street/City Owned and Maintained Irrigation Standards mandate an expensive irrigation system for the 5<sup>th</sup> Street corridor, one that represents many best practices in the industry. Maintenance of the system will be more expensive with many more irrigation heads than other systems, but features such as flexible pipe in sleeves will lessen the damage from trail plowing and being run over compared to cheaper systems. The resultant irrigation systems should use less water by better distributing water as needed.

**OPTIONS:**

**City Owned and Maintained (5<sup>th</sup> Street) Irrigation Design Standards.**

- a) Approve the Irrigation Design Standards for 5th Street, as presented, which represent many "best-practices" in the irrigation industry
- b) Reject the Standards and provide staff direction as to what the Council would like for City owned and maintained irrigation systems (no irrigation to a very basic system).

**General Development Irrigation Design Standards.**

- a) Approve the Irrigation Design Standards for General Development, as presented which minimally address water points of connection and controls.
- b) Reject the Standards and direct staff to make changes.
- c) Have no specific standards for private irrigation systems.

**RECOMMENDATIONS:**

Staff respectfully requests, as part of tonight's consent agenda, that the Council approve the City Owned and Maintained Irrigation Standards and the General Development Irrigation Standards. If removed from the Consent Agenda, the recommended action can be completed through the following motion:

***"Move to approve the City Owned and Maintained Irrigation Design Standards, dated 9/6/16, and the General Development Irrigation Standards, dated 9/6/16"***

**ATTACHMENTS:**

- City Owned and Maintained Irrigation Design Standards, dated 9/6/16
- General Development Irrigation Standards, dated 9/6/16
- June 21, 2016 City Council memo and attachments.

**SECTION 32 84 00**  
**PLANTING IRRIGATION**

**PART 1 - GENERAL**

**1.1 DESCRIPTION**

- A. This section is fifteen total written pages plus related documents.
  - 1. Refer to Lake Elmo Standard Details for more information
  - 2. Refer to Lake Elmo City Code 50.40 – Water Use Restrictions – for more information
- B. This section specifies elemental materials and procedures based upon published and widely accepted industry best practices to design and construct landscape irrigation system(s) in a design-build approach within designated areas that constitute city maintained spaces including but, not limited to road rights-of-way.

**1.2 SUBMITTAL**

- A. All irrigated right-of-way and city owned/maintained outlots shall to deliver 100% irrigation coverage for all proposed landscape improvements excluding native seeding areas.
- B. Landscape irrigation design(s) shall be crafted in workmanlike and reproducible fashion using CAD-based software. Scaled irrigation plans shall include the entire project limits. Designs and supporting documents shall be furnished in reproducible electronic and hardcopy fashion to the City of Lake Elmo for approval as part of and at the same time as the planting design review process.
  - 1. No landscape irrigation installation work or the preparation for landscape irrigation installation shall commence without written approval & consent of the City of Lake Elmo, MN.
- C. Landscape irrigation design(s) and supporting documents shall depict and describe all components of the proposed landscape irrigation system including but, not limited to:
  - 1. Water supply and detail including proposed enclosures and slabs
  - 2. Pipeline sizing throughout
  - 3. Sprinkler emitter proposed brand, model and nozzle sizing
  - 4. Drip grids and/or micro irrigation components with associated required elements
  - 5. Controls including proposed pedestal enclosures, weather-based appurtenances.
    - a. System master controller(s) shall be SMART controllers, labelled as conforming to US EPA WaterSense<sup>®</sup> performance criteria and shall be installed and programmed using SMART technology.
  - 6. Projected seasonal water use month-by-month
  - 7. Demonstration statistics indicating proof that the proposed landscape irrigation system shall deliver adequate irrigation of the covered area(s) within all common or likely City-imposed water use restrictions.

8. Requirement of the installer to furnish to the City, not less than three complete replacement assemblies of components including but, not limited to sprinkler emission devices, control valves, decoders, quick couplers and quick coupler keys with hose swivel.
9. Requirement of the installer to furnish to the City, not less than three complete booklets in printed and electronic format, depicting product performance, operations and maintenance, suggested system scheduling with suggested seasonal system scheduling adjustments and field-ready reference maps, plans, station/zone designations.
10. Requirement that an installer meets or exceeds the Installer Minimum Qualifications.
  - a. See Section 1.6B

### **1.3 DEFINITIONS**

- A. Circuit Piping: Downstream from control valves to sprinklers, specialties, and drain valves.
- B. Drain Piping: Downstream from circuit-piping drain valves.
- C. Main Piping: Downstream from point of connection to water distribution piping to, and including, control valves.
- D. Low Voltage: As defined in NFPA 70 for circuits and equipment operating at less than 50 volts or for remote-control, signaling power-limited circuits.
- E. Station/zone: A group or area of sprinkler emission devices piped to operate simultaneously by design and independently of other stations/zones.
- F. Sprinkler/Sprinkler Emission device: An irrigation system component that is used to dispense irrigation water to the landscape at a specific rate.
- G. Application/Precipitation Rate: The rate at which water is applied to a given area by sprinkler(s) and emitter(s), usually expressed as depth per unit time (inches per hour or mm per hour).
- H. Nozzle/Nozzle orifice: The discharge emission point of a sprinkler installed to control the volume of water discharge, distribution pattern and droplet size.
- I. Matched Application/Distribution Rate: A best design and installation practice whereby sprinklers on the same station discharge irrigation water at a rate that is matched to other sprinklers within the station regardless of arc of throw onto the landscape.
- J. Hydrozone: An area of an irrigation system where microclimate factors that influence the watering schedule are similar including but, not limited to plant type, soil type, solar radiation, slope and wind run.
- K. Landscape: Any and all areas that are planted or installed and intended to receive irrigation including but, not limited to turf grass, ground covers, shrubs, trees, flowers and similar plant materials as opposed to agricultural crops grown and harvested for monetary return.

### **1.4 ABBREVIATIONS**

- A. FPT: Female pipe thread
- B. MPT: Male pipe thread
- C. NPT: National pipe thread

- D. HDPE: high-density polyethylene
- E. PVC: Polyvinyl chloride plastic
- F. SDR: Standard Dimension Ratio
- G. SCH: Schedule Pipe
- H. AWG: American Wire Gauge

### **1.5 ELEMENTAL REQUIREMENTS**

- A. Irrigation water supply shall primarily be derived of municipal source and it shall be metered.
  - 1. Refer to City of Lake Elmo process for obtaining a water meter.
- B. All water landscape irrigation supply(ies) and associated system mainline and circuit piping regardless of water source, shall be:
  - 1. sized not to exceed dynamic velocity greater than 5 feet per second and;
  - 2. sized to enable simultaneous operation of not less than two stations of irrigation and;
  - 3. sized to complete an irrigation cycle within 12 hours during the hottest month of the irrigation season and;
  - 4. sized to enable operation of sprinkler emission devices at manufacturer recommended dynamic pressure(s).
- C. All water supplies serving City-owned and maintained irrigation shall be designed and installed to serve only the City-owned and maintained irrigation including but, not limited to:
  - 1. the entire water supply including all piping below and above grade, pump equipment and controls, meter(s), valves, backflow prevention assemblies, cabinets and all elements leading up to and including connection to the City-owned and maintained irrigation system and without any shared elements whatsoever with non-City owned and maintained irrigation.
- D. City –owned landscape irrigation systems shall be designed and installed to include Irrigation system controls and emission devices exclusive to the Hunter brand.
- E. Irrigation system control technology shall be digital, two-wire, with associated appurtenances of one single manufacturer, designed and installed to meet or exceed manufacturer recommendations and best practices including grounding and surge protection, that conform to manufacturer recommendations and best practices at the time of design and/or installation.
- F. Irrigation stations shall not mix rotor or multi-stream, multi-trajectory sprinklers with misting spray-type sprinklers.
- G. Broadcast sprinklers shall be placed to enable 100 percent coverage, sprinkler-to-sprinkler.
- H. Turf areas shall have broadcast sprinklers.
- I. Islands and planting beds shall have drip irrigation.
- J. Broadcast sprinkler emission devices shall include matched application rates.
- K. Broadcast sprinklers located at the bottom of slopes shall have integral check-valve or similar features to prevent or reduce low-head drainage.

- L. Broadcast sprinklers shall not throw over public walks or roadways.
- M. Broadcast sprinklers shall be placed and adjusted to minimize overspray onto hard surfaces.
- N. Broadcast sprinklers in the vicinity of conifers shall be placed to minimize broadcast onto conifers.
- O. Sprinklers and piping installed upon slopes shall be installed perpendicular to the slope wherever feasible.
- P. System hydrozoning priority shall be given to soil type, plant type, topography and microclimate.
- Q. Single row broadcast sprinklers shall be allowed in boulevard areas or strips of eight feet width or less.
- R. Single row broadcast sprinklers shall be placed to throw away from walks and toward streets.
- S. Use schedule 40 PVC pipe or greater for sleeves under hard surfaces.
- T. Sleeve(s) dimension shall be a minimum of two times the outside dimension of the pipe passing through.
- U. Use NSF-rated HD100 polyethylene pipe, where applicable.
- V. Use up to 2" polyethylene pipe in sleeves.
- W. Pressure main isolation valve with quick coupler immediately downstream shall be placed:
  - 1. Immediately following each "TEE-end" of a looped mainline;
  - 2. Prior to routing underneath any substantial hard surface such as a roadway, intersection or similar;
  - 3. At the point immediately following a directional change that results in "leg" or "stub" lengths
- X. Thrust block pressure pipe 3" or larger. Follow published industry best practices.
- Y. Top of mainline pipe 3" and smaller shall not be less than 18" from final grade.
- Z. Top of circuit piping shall be not less than 12" from final grade.
- AA. Plan for and install controller, controller pedestal, corresponding electrical and field grounding and surge equipment per manufacturer recommendations.

#### **1.6 QUALITY ASSURANCE:**

- A. Products Criteria:
  - 1. When two or more units of the same type or class of materials or equipment are required, these units shall be products of one manufacturer.
  - 2. Components including but, not limited to sprinklers and controls shall include a nameplate bearing manufacturer's name or trademark, including model number which shall be securely affixed in a conspicuous place on equipment. In addition, the model number shall be either cast integrally with equipment, stamped, or otherwise permanently marked on each item of equipment.

3. All pipe and wire shall be permanently and continuously marked with product information indicating conformity to minimum specified performance requirements.
4. Furnish proof of conformity and/or labelling of system master controller(s) with US EPA WaterSense® performance-based criteria.

B. Installer Minimum Qualifications:

The installing contractor shall be an employer of workers that include not less than one Certified Irrigation Contractor in good standing as accredited by The Irrigation Association, Fairfax, VA and who shall be currently employed by the selected installing contractor and who shall personally conduct or oversee the conduct of all work upon this project. The installing contractor shall be registered in the State of Minnesota as a Technology Systems Contractor in good standing employing not less than one Minnesota licensed Power Limited Technician in good standing who shall be currently employed by the selected installing contractor and who shall personally conduct or oversee the conduct of all low voltage irrigation electrical work.

C. System Requirements:

All calls-out described herein including but, not limited to 100 percent coverage of irrigated areas, matched sprinkler application engineering and best practice-based hydrozoning are required. The actual and spirit of intent of the project outcome shall be clearly indicated upon the drawing sheets and within all specification documents. Project documents shall require that the selected installing contractor shall at no additional cost to the City of Lake Elmo, make minor adjustments necessary prior to installation of landscape material and/or prior to acceptance of the irrigation system, to avoid obstructions such as hard surfaces signs, utilities and light standards to achieve full and complete coverage of irrigated areas without overspray on roadways, sidewalks, built features and shall protect trees from close high- spray velocity.

## **PART 2 - PRODUCTS**

### **2.1 PIPES, TUBES AND FITTINGS**

- A. PE pipe with controlled ID shall be ASTM F771, PE 3408 compound;
- B. Insert fittings for PE pipe: ASTM D2609, nylon or propylene plastic with barbed ends. Include stainless steel bands or other fasteners.
- C. PE pressure pipe: AWWA C906, with DR of 7.3, 9, or 9.3 and PE compound number required to give pressure rating not less than 160 psi (1100 kPa)
- D. PE butt, heat-fusion fittings shall be ASTM D3261.
- E. PE socket-type fittings shall be ASTM D2683.
- F. PVC sleeve pipe: ASTM D1785, PVC 1120 compound, Schedule 40.
- G. PVC socket fittings shall be ASTM D2466, Schedule 40 PVC threaded fittings: ASTM D2464, Schedule 80.
- H. Swing joints: Threaded fittings with elastomeric seals that allow 360 degree rotation, and designed for minimum 200 psi (1375 kPa) working pressure, may be used in lieu of standard threaded fittings.
- I. PVC socket unions: Both headpiece and tailpiece shall be PVC with socket ends.
- J. PVC Pipe: ASTM D2241, PVC 1120 compound, SDR 26.
- K. PVC socket fittings: ASTM D2467, Schedule 80.
- L. PVC socket unions: Both headpiece and tailpiece shall be PVC with socket or threaded ends.

### **2.2 PIPE JOINING MATERIALS**

- A. Solvent cements for joining PVC piping: ASTM D2564. Include primer according to ASTM F656.
- B. Plastic, Pipe-Flange Gaskets, Bolts, and Nuts: Type and material recommended by piping system manufacturer unless otherwise indicated.

### **2.3 VALVES**

- A. Valves shall be manufactured by Hunter
- B. Underground Shut-Off Valves:
  - 1. Butterfly valves 2 inches (50 mm) and larger: AWWA C504, iron body, bronze mounted, double disc with parallel or inclined seats, non-rising stem turning clockwise to close, 150 psi (1025 kPa) minimum working pressure and if below grade shall be contained in service box(es) stacked or stand pipe with service box at surface installed in a workmanlike fashion to enable usual and expected operation.
  - 2. Ball valves, isolation valves, 1- inch (25.4 mm) and larger: Full-port ball valves with bronze body, PTFE seats, and 90 degree on/off handle. Ball valves shall have NPT female end connections, sized equivalent to the pipe being attached and if below grade shall be contained in service box(es) stacked or stand pipe with service box at surface installed in a workmanlike fashion to enable usual and expected operation.



3. Isolation valves, 1-inch (25.4mm) and larger: Full port bronze valve with 2 inch (50 mm) nut for T-Handle socket wrench operation., sized equivalent to the pipe being attached and if below grade shall be contained in service box(es) stacked or stand pipe with service box at surface installed in a workmanlike fashion to enable usual and expected operation.

B. Operations:

1. Underground applications shall use valves with 2 inch (50 mm) nut for T-Handle socket wrench operation
2. Above ground and valve pit applications shall use valves, with T-handles or if 3-inch or larger, handwheels.
3. Valve ends shall accommodate the type of main pipe adjacent to valve.

C. Remote Control Valves:

1. All remote control valves shall be of the manufacturer and models indicated on the drawing sheets furnished. No deviation from manufacturer or model call-outs once approved, shall be allowed.
    - a. Sizes and locations as indicated on the drawing sheets. Molded-plastic body, furnished as straight or angle pattern type, normally closed diaphragm type with manual shut off and flow control adjustment. Refer to sample details or furnished and approved details submitted at the time of approval application.
    - b. Single valve digital two-wire decoder installed concurrently with each remote control valve and within the same remote control valve box, one valve per decoder, one decoder per control valve, one valve box per valve and decoder combination. No deviation from manufacturer or model call-outs once approved, shall be allowed. Refer to sample details or furnished and approved details submitted at the time of approval application. Label decoders with stencils designating controller and circuit number with permanent white epoxy paint or with permanent paint pen or other permanent means and in a workmanlike fashion.
  2. Valves shall have a minimum of 150 psi (1025 kPa) maximum working pressure.
  3. Each sprinkler station shall be automatically operated by a remote control valve installed underground and operated by a single-station in-line digital decoder-governed solenoid.
  4. Valve boxes shall be locking type-capable.
  5. Valves shall be completely serviceable from the top without removing valve body from the system. Valves shall operate at no more than 7 psi (50 kPa) pressure loss at manufacturers maximum recommended flow rate.
  6. Valves shall be diaphragm type designed to operate in water containing sand and debris and shall have a self-cleaning type contamination filter to filter all water leading to the solenoid actuator and the diaphragm chamber.
- D. Provide three (3) additional valves of each size used to City Public Works Department for future use.

## **2.4 VALVE BOX**

- A. Isolation valve boxes shall be precast concrete boxes with a compressive concrete strength in excess of 4000 psi (30 Mpa). Box dimension shall be adapted to depth of cover required over pipe at valve location. Mark box cover to say "Irrigation" and set flush with finished grade. Provide 2 (two) "T" handle socket wrenches of 5/8 inch (15 mm) round stock with sufficient length to extend 2 feet (600 mm) above top of deepest valve box cover.
- B. Irrigation control valve, decoder boxes and quick coupler boxes shall be HDPE green in color or black body with green cover. Boxes shall be lockable-ready. Refer to sample details or furnished and approved details submitted at the time of approval application.
- C. Provide 1 (one) additional valve box of each size used to City Public Works Department for future use.

## **2.5 BACKFLOW PREVENTER**

- A. Use reduced pressure zone backflow prevention assembl(ies) sized to accommodate minimum system performance specifications contained herein and as approved in writing by the City of Lake Elmo. Refer to Lake Elmo standard details.

## **2.6 WATER METER**

- A. Use water meter brand and model specified by the City of Lake Elmo. Size meter according to minimum system performance specifications contained herein. Refer to sample details or furnished and approved details submitted at the time of approval application.
- B. Refer to City of Lake Elmo process for obtaining a water meter.

## **2.7 PLUMBING ENCLOSURE AND SLAB:**

- A. The enclosure shall house the backflow prevention assembl(ies), water meter(s) and booster pump(s), if required for a given project. Enclosure shall be mounted on a concrete slab of minimum 4" depth with sleeve openings for water lines and booster pipe electrical wires, if applicable. The slab shall extend beyond the enclosure a minimum of 6". All piping in and out of the enclosure shall be copper and/or brass and/or threaded galvanized steel and/or Victaulic-grooved pipe and shall extend beyond the slab a minimum of 5 feet before converting to other pipe material.
- B. Enclosure shall conform ASSE 5110, 5130 and related, for backflow prevention assembly clearances.
- C. Enclosure shall be constructed of 14 gauge all steel construction (minimum) and include the following:
  - 1. Gas shock supports for cover.
  - 2. Lockable Hasp
  - 3. Lift handles on cover.
  - 4. 2" flanges bent top and bottom.
  - 5. Louvers both ends for ventilation.
  - 6. Painted "Transformer Green".
  - 7. Stainless Steel hinges.
  - 8. Dimensions based on plumbing needs. Shall have a minimum 2 foot working distance between plumbing and all enclosure walls.

- D. Design & Shop drawings listing all components, slab location, slab penetrations and steel enclosure shall be furnished for review and approval prior to ordering parts or commencing construction of this element.
- E. Provide 6" minimum clearance from all valves, meters, backflow prevention assembly(ies), and piping for serviceability and conform to Item 2.7b above.
- F. Unless otherwise approved in writing by the City of Lake Elmo and prior to commencing design work or installation, only one water supply point of connection shall be permitted per development. If development is planned to be comprised of multiple phases of construction, all phases shall be master planned and sized for one water supply point of connection unless otherwise approved in writing by the City of Lake Elmo.
- G. Water supply, slab and enclosure shall be placed within dimensional requirements of the City of Lake Elmo from curbs, walks, utilities and related and location(s) shall be approved in writing to accommodate rights-of-way clearance requirements during the design phase of work and prior to commencing installation. Refer to City of Lake Elmo road right-of-way guidance.

## **2.8 AUTOMATIC CONTROL EQUIPMENT - INDEPENDENT ELECTRIC CONTROLLER WITH NO FLOW SENSING (FOR SMALL INSTALLATIONS)**

- A. Controller, rain sensor, and decoders shall be manufactured by Hunter
- B. Controller, controller pedestal with lockable stainless steel cabinet and slab shall be placed within dimensional requirements of the City of Lake Elmo from curbs, walks, utilities and related and location(s) shall be approved in writing to accommodate rights-of-way clearance requirements during the design phase of work and prior to commencing installation. Refer to City of Lake Elmo road right-of-way guidance.
- C. Irrigation control shall be digital, two-wire-based automatic operation including:
  - 1. Rain sensing technology, placed per manufacturer recommendations and/or referenced industry best practices to interrupt irrigation during periods of sufficient moisture and fully engaged;
  - 2. Weather-based adjustment, placed per manufacturer recommendations and/or referenced industry best practices and fully engaged;
  - 3. Controller shall be mounted in/on a pedestal manufactured by the selected controller manufacturer and shall be securely placed upon a concrete base per manufacturer recommendations and/or referenced industry best practices; See associated sample detail(s).
  - 4. Field control valves shall be connected to digital control wire using one-station field decoders, placed in the associated control valve box and shall include waterproof wire fittings such as 3MDBR or equivalent on the signal input wires and the signal output wires. Follow manufacturer recommendations and/or referenced industry best practices. Field control valves shall be placed in plastic/composite surface boxes, one valve per box, minimum 10" round sized and in a fashion to prevent damage from surface activities and to enable basic field maintenance without requiring of the box. See associated sample detail(s).

- D. The independent electric automatic control system shall consist of one digital two-wire decoder-based controller located in a stainless steel pedestal manufactured by the controller manufacturer, which operates individual remote control decoder-based valves and weather-based schedule adjustment (SMART) operation in accordance with timing schedules programmed into the independent unit. Refer to sample details or furnished and approved details submitted at the time of approval application.
- E. Connect, test electrically and program all irrigation stations to the digital two-wire decoder-based controller per manufacturer recommendations and best practices and incorporate all stations into the control system. Memorialize all programming data onto reproducible documents in a workmanlike fashion.
- F. Provide three (3) additional decoders to City Public Works Department for future use.

## **2.9 SPRINKLERS**

- C. Sprinklers shall be manufactured by Hunter
- D. Rotary pop-up sprinklers:
  - 1. ¾" inlet, closed-case, gear-driven, 4" minimum pop-up height or
  - 2. ½" inlet spray-body mounted, six-inch minimum pop-up height, multi-stream, multi-trajectory rotating nozzle.
  - 3. Matched precipitation/application shall be depicted on plan submittals and practiced at the time of installation. Placement appropriate to the area characteristics being watered.
  - 4. Refer to sample details or furnished and approved details submitted at the time of approval application.
- B. Spray-type sprinklers (fixed):
  - 1. ½" inlet, 4" minimum pop-up height with nozzles and placement appropriate to the area characteristics being watered.
  - 2. Refer to sample details or furnished and approved details submitted at the time of approval application.
- C. Provide three (3) additional sprinklers of each type used to City Public Works Department for future use. Provide ten (10) additional nozzles of each type/size used to City Public Works Department for future use.

## **2.10 QUICK COUPLERS**

- A. Quick Couplers shall be manufactured by Hunter
- B. Quick couplers shall have all parts contained in a two-piece unit and shall consist of a coupler water seal valve assembly and a removable upper body to allow the spring and key track to be serviced without shut down of the main.
- C. Metal parts shall be brass.
- D. Lids shall be lockable vinyl covered and have springs for positive closure on key removal.

- E. Each quick coupler shall be contained in valve boxes. Refer to sample details or furnished and approved details submitted at the time of approval application.
- F. Furnish 1 (one) hose swivel and operating key for every two quick couplers.
- G. Provide three (3) additional quick couplers to City Public Works Department for future use.

#### **2.11 LOW VOLTAGE CONTROL VALVE WIRE**

- A. Wire shall be solid copper wire, Underwriters Laboratories Inc. approved for direct burial and approved by the specified irrigation control manufacturer for use in digital two-wire decoder based irrigation control systems. Size of wire shall be consistent with manufacturer recommendations and not less than 14 AWG.

#### **2.12 WIRE SPLICING MATERIALS: LOW VOLTAGE RATED UV RESISTANT MOISTURE-RESISTANT GREASE-FILLED POLYPROPYLENE TUBE**

- A. 3M DBR/Y-6 Direct Bury Splice Kit UL486D-approved for direct burial in ground or equal. Use upon all wire splices including but, not limited to decoder inlet wiring and decoder outlet wiring.

#### **2.13 SLEEVE MATERIAL**

- A. ASTM D2241, PVC Schedule 40.

### **PART 3 - EXECUTION**

#### **3.1 PREPARATION**

- A. **CALL BEFORE YOU DIG (811).**
- B. Examine proposed irrigation areas for compliance with requirements and conditions affecting installation and performance.
- C. Verify limits of irrigation and compare against approved plans.

#### **3.2 PIPE INSTALLATION - GENERAL**

- A. Layout work as closely as possible to drawing sheets.
- B. Install sprinkler lines to avoid electric, storm and sanitary sewer lines and existing water and gas mains, all of which have the right of way.
- C. Existing sidewalks and curbs shall not be cut during trenching and installation of pipe. Install pipe under sidewalks and curbs by jacking, auger boring, or by tunneling. Repair or replace any cracked concrete, due to settling during the warranty period.
- D. Do not lay pipe on unstable material, in wet trenches weather conditions are unsuitable for work.
- E. Allow a minimum of 3 inches (80 mm) between parallel pipes in the same trench.
- F. Clean the interior portion of pipe and fittings of foreign matter before installation. Securely close open ends of pipe and fittings with caps or plugs to protect fixtures and equipment against dirt, water and chemical or mechanical injury. At completion of all work thoroughly clean fixtures, exposed materials and equipment.
- G. The full length of each section of (PVC) pipe shall rest upon the pipe bed with recesses excavated to accommodate bells or joints. Do not lay pipe on wood blocking.

- H. Hold pipe securely in place while joint(s) is/are being made.
- I. Do not work over, or walk on, pipe in trenches until covered by layers of earth, well tamped, in place to a depth of 12 inches (300 mm) over pipe.
- J. Irrigation lines and control wire shall run through designated lanes where possible. Refer to sample details or furnished and approved details submitted at the time of approval application.
- K. Concrete thrust blocks shall be installed upon piping 3-inch and larger where the irrigation main changes direction at “L” and “T” locations and where the irrigation main terminates. Do not pressurize pipe for a period of 36 hours following the completion of pouring of the thrust blocks. Concrete thrust blocks for supply mains shall be sized and placed in strict accordance with the pipe manufacturer's specifications and shall be of an adequate size and so placed as to take all thrust created by the maximum internal water pressure. Thrust block material shall not be poured over and around pipe and /or control wire.
- L. Minimum cover over lines under constant pressure shall be 18 inches (750 mm) for pipe sizes of 3 inch and less. Cover laterals to minimum depth of 12 inches (600 mm).
- M. Quick couplers, properly anchored/secured in surface boxes shall be placed at the termination of all main line piping.

### **3.3 SLEEVE INSTALLATION**

- A. Furnish and install where pipe and control wires pass under walks, paving, walls, and other similar areas.
- B. Sleeves to be twice line size or greater to accommodate retrieval for repair of wiring or piping and shall extend 12 inches (300 mm) beyond edges of paving or construction.
- C. Bed sleeves with a minimum of 4 inches (100 mm) of sand backfill above top of pipe in areas where pipe is placed prior to hardscape is installed.

### **3.4 VALVE INSTALLATION**

- A. Group remote control valves wherever possible and aligned at a set dimension back of curb, sidewalk and/or along roads.
- B. Pressure main isolation valve with quick coupler immediately downstream shall be placed:
  - 1. Immediately following each “TEE-end” of a looped mainline;
  - 2. Prior to routing underneath any substantial hard surface such as a roadway, intersection or similar;
  - 3. At the point immediately following a directional change that results in “leg” or “stub” lengths
- C. No valves shall be set under roads, pavement or walks.
- D. Clean interior of valves of foreign matter before installation.
- E. Set valve box cover flush with finished grade.
- F. Control valves shall never be less than 3 inches (80 mm) below finished grade. Refer to minimums depicted herein and see sample details.

### **3.5 SPRINKLER AND QUICK COUPLER INSTALLATION**

- A. Place part circle rotary sprinklers no greater than 6 inches (150 mm) from edge of and flush with top of adjacent walks, curbs, and mowing aprons, or paved areas at time of installation.
- B. Install all sprinklers using swing joints or flexible hose-and-fitting joints (a.k.a. swing pipe). Refer to sample details included with this written specification.
- C. Install all quick couplers on swing joints. Stake for support. Refer to sample details included with this written specification.
- D. Set shrub sprinklers 4 inches (100 mm) above grade or even with bedding mulch depth and 4 inches (100 mm) from edge of curb or pavement. Place 4 inches (100 mm) from walls. Stake sprinklers prior to backfilling trenches. Support stakes shall be parallel to riser.

### **3.6 AUTOMATIC IRRIGATION - CONTROL SYSTEM INSTALLATION**

- A. Attach new stations of irrigation to the digital two-wire decoder system and program and test each control valve for proper operation from the existing irrigation controller.
- B. Adjust master controller programming to incorporate new stations of irrigation within programs for similar plant-types or hydrozones and in accordance with necessary programming for weather-based (SMART) operation.

### **3.7 CONTROL WIRE INSTALLATION**

- A. Wiring shall be located in trench with pressure main pipe. Splicing shall be held to a minimum. In the event a wire splice is required outside of a remote control valve location, the splice shall be contained in a valve box not smaller than 10" round with not less than 24 inches of leader or expansion looping on each end of the splice. Use 3M DBR waterproof wire splices or equivalent.
- B. Provide 12 inch (300 mm) expansion loops in wiring at each wire connection or change in wire direction. Provide not less than 24 inch (600 mm) loop at remote control valves.

### **3.8 FIELD TEST AND QUALITY CONTROL**

- A. Tests and Inspections:
  - 1. Pressure test pressure main line(s) before joint areas are backfilled. Backfill a minimum of 12 inches (300 mm) over the pipe to maintain pipe stability during test period.
  - 2. Inspect each joint and repair leaks.
  - 3. Flush lines before installing sprinkler heads and quick couplers.
  - 4. After installation, charge system and test visually for leaks. Repair leaks and retest until no leaks exist.
  - 5. After electrical circuitry has been activated and final adjustment of sprinklers to permanent level at ground surface is complete, test each broadcast turf sprinkler section to indicate a uniform distribution within any one sprinkler area and over the entire area.
  - 6. Operate controller and automatic control valves to demonstrate the complete and successful installation and operation of all equipment.

7. Test and adjust controls and safeties. Replace damaged and malfunctioning controls and equipment.
8. Prepare test and inspection reports, programming information (including SMART operation), decoder information and details for record drawings. Furnish records in a professional and workmanlike fashion.

### **3.11 ADJUSTMENTS**

- A. Adjust settings of controller as needed during the establishment period. Should plant establishment requirements preclude engagement of weather-based (SMART) operation, assure weather-based operation is engaged prior to final walkthrough/turnover.
- B. Adjust automatic control valves to provide flow rate at rated operating pressure required for each sprinkler circuit.
- C. Adjust sprinklers and devices to proper grade, radius and arc.

### **3.12 DEMONSTRATION AND DOCUMENTATION**

- A. Program controller for weather-based (SMART) operation.
- C. Follow manufacturer's instructions and industry best practices.
- D. Maintain and provide a complete set of as built drawings in a professional and workmanlike presentation form which shall be corrected to show changes in locations of all pipe, valves, pumps, decoders and related irrigation equipment.
- E. Controller Drawings and Zone Chart(s):
  1. Prepare in electronic format a drawing mapping the location of all valves, decoders, lateral lines, and route of the control wires. Identify all valves as to size, station, number and type of irrigation. Digital formatted "as built" drawings may require approval before controller zone charts are prepared.
  2. Provide one controller zone chart for each automatic controller showing the area covered by the controller. The chart shall be a reduced drawing of the actual "as built" system and fit the maximum size controller door or pedestal will allow. If controller sequence is not legible when the drawing is reduced to door size, the drawing shall be enlarged to a size that is readable and placed protected from elements (such as laminated) inside the controller door.
  3. The final irrigation "as built" drawings shall be submitted in digital format with a different coding to show area of coverage for each station. All drawings and zone charts must be completed and approved prior to final inspection of the irrigation system. Upon completion, a full set of reproducible, electronic as-built drawings, decoder information and base weather-based (SMART) programming shall be furnished to the City of Lake Elmo.

### **3.13 WARRANTY**

- A. For a period of two (2) years from the date substantial completion and written final acceptance of work performed under this Section, the Contractor shall promptly furnish and install any and all parts and equipment that are defective in material, workmanship, or installation or have been damaged at no additional cost to the City.



- B. During all the operation seasons of the two (2) year warranty period (which may end up being more than 2 times), the Contractor shall drain and winterize the entire irrigation system(s) in autumn at no additional cost to the City.
- C. During the warranty period, the Contractor, at no additional cost to the City, shall perform the spring system startups and complete system walkthrough and adjustment. Contractor shall replace components damaged or faulty due to defective materials or workmanship at no additional cost to the City.
- D. It shall be the Contractor's responsibility to ensure and guarantee complete coverage of the areas depicted on the drawings to be irrigated, without overthrow onto streets, walks, driveways and built features. The Contractor shall also guarantee the satisfactory operation of the entire system. The entire system shall be warrantied to be complete and perfect in every detail for a period of two years from the date of written final acceptance of work.
- E. All materials and equipment furnished under this contract shall be new. For warranty and support purposes, materials used upon this project (including but not limited to sprinklers, valves, controls, pipe, fittings and related goods) shall be purchased from a local authorized manufacturer representative-distributor.

---END---

## **SECTION 32 84 01**

### **GENERAL DEVELOPMENT PLANTING IRRIGATION**

#### **PART 1 - GENERAL**

##### **1.1 DESCRIPTION**

- A. This section is three total written pages plus associated documents.
  - 1. Refer to Lake Elmo Standard Details for more information.
  - 2. Refer to Lake Elmo City Code 50.40 Water Use Restrictions for more information.
  - 3. Refer to City of Lake Elmo Process for obtaining a water meter.
- B. This section specifies elemental materials and procedures based upon published and widely accepted industry best practices to design and construct landscape irrigation system(s).

##### **1.2 SUBMITTAL**

- A. Landscape irrigation design(s) shall be incorporated on the required landscape planting plan for the project using CAD-based software. Designs and supporting documents shall be furnished in reproducible electronic and hardcopy fashion to the City of Lake Elmo for approval. Scaled planting plans shall include the required items noted per 1.2 B. 1 & 2.
  - 1. No landscape irrigation installation work or the preparation for landscape irrigation shall commence without written consent of the City of Lake Elmo, MN.
- B. Landscape irrigation design(s) and supporting documents shall depict and describe the following components of the proposed landscape irrigation system including but, not limited to:
  - 1. Water supply and detail including proposed enclosures and slabs.
  - 2. Controls including proposed pedestal enclosures and weather-based appurtenances.

##### **1.5 ELEMENTAL REQUIREMENTS**

- A. Irrigation water supply shall primarily be derived of municipal source and it shall be metered and /or ground water.

#### **PART 2 - PRODUCTS**

##### **2.5 BACKFLOW PREVENTER**

- A. Use reduced pressure zone backflow prevention assembly sized according to minimum system performance specifications contained herein and as approved in writing by the City of Lake Elmo. Refer to Lake Elmo Standard Details.

##### **2.6 WATER METER**

- B. Use water meter brand and model specified by the City of Lake Elmo. Size meter according to minimum system performance specifications contained herein. Refer to City details or furnished and approved details submitted at the time of approval application.
- C. Refer to City of Lake Elmo Process for obtaining a water meter.

##### **2.7 PLUMBING ENCLOSURE AND SLAB:**

- A. The enclosure shall house the backflow prevention assembly, water meter and booster pump, if any. Enclosure shall be mounted on a concrete slab of minimum 4" depth with sleeve openings for water lines and booster pipe electrical wires, if applicable. The slab shall extend beyond the enclosure a minimum of 6". All piping in and out of the enclosure shall be copper and/or brass and/or threaded galvanized steel and/or Victaulic-grooved pipe and shall extend beyond the slab a minimum of 5 feet before converting to other pipe material. Refer to City details.
- B. Enclosure shall conform ASSE 5110, 5130 and related, for backflow prevention assembly clearances.
- C. Enclosure shall be constructed of 14 gauge all steel construction (minimum) and include the following:
  - 1. Gas shock supports for cover.
  - 2. Lockable Hasp
  - 3. Lift handles on cover.
  - 4. 2" flanges bent top and bottom.
  - 5. Louvers both ends for ventilation.
  - 6. Painted "Transformer Green".
  - 7. Stainless Steel hinges.
  - 8. Dimensions based on plumbing clearance requirements as defined by current Minnesota plumbing code and City of Lake Elmo code, if any. Shall have a minimum 2 foot working distance between plumbing and all enclosure walls.
- D. Provide 6" minimum clearance from all valves, meters, backflow prevention assembly, and piping for serviceability and conform to Item 2.7B above.
- E. Unless otherwise approved in writing by the City of Lake Elmo and prior to commencing design work or installation, only one water supply point of connection shall be permitted per development. If development is planned to be comprised of multiple phases of construction, all phases shall be master planned and sized for one water supply point of connection unless otherwise approved in writing by City of Lake Elmo.
- F. Water supply, slab and enclosure shall be placed within dimensional requirements of the City of Lake Elmo from curbs, walks, utilities and related and location(s) shall be approved in writing to accommodate rights-of-way clearance requirements during the design phase of work and prior to commencing installation. Refer to City of Lake Elmo road right-of-way guidance.

## **2.8 IRRIGATION CONTROLLER CABINET ENCLOSURE**

- A. Use a standalone lockable stainless steel pedestal cabinet enclosure. Refer to Lake Elmo Standard Details.

---END---



## STAFF REPORT

DATE: September 6, 2016

**CONSENT**

ITEM #: 8

**MOTION**

**TO:** Mayor and City Council

**FROM:** Kristina Handt, City Administrator

**AGENDA ITEM:** Service Contract with Youth Service Bureau

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### **BACKGROUND:**

Statutory cities, like Lake Elmo, are limited to the authority granted to them under state statute. Generally, cities are not granted authority to make donations to non-profits. However, a city may use its contracting powers to enter into an agreement for services from a non-profit. The City has been giving money to Youth Service Bureau (YSB) for a number of years. It is typically handled in the annual budgeting process. In 2016 \$5,000 was budgeted.

At the joint budget workshop Council member Fliflet asked for more info on what other cities are contributing to YSB. Below is a summary of what other cities in our area contributed in 2016:

N St. Paul: \$11,000

Stillwater: \$10,000

Cottage Grove: \$7,000

Oak Park Heights: \$10,500

Stillwater Township: \$5,500

May Township: \$2,000

Woodbury: \$10,500.

Lakeland: \$5,200

Summary of Youth in 2015:

#### YOUTH'S RESIDENCE

Afton	14	
Bayport		21
Cottage Grove	195	
Dellwood	2	
Forest Lake	1	
Grant	3	
Hastings	7	
Hugo	9	
Lake Elmo	67	
Lake St. Croix Beach	5	
Lakeland	36	
Landfall	1	
Mahtomedi	17	
Maplewood	1	

Marine On St. Croix	6	
Newport	33	
Oak Park Heights	7	
Oakdale	56	
Scandia		1
St. Mary's Pt	2	
St. Paul		2
St. Paul Park	40	
Star Prairie	2	
Stillwater	236	
West Lakeland		9
White Bear Lake	5	
Willernie	1	
Woodbury	233	
Total	1012	

**ISSUE BEFORE COUNCIL:**

Should the city approve a service contract with Youth Service Bureau?

**PROPOSAL DETAILS/ANALYSIS:**

Included in your packet is a contract for services between Youth Service Bureau and the City of Lake Elmo for 2017. The contract outlines the services provided by Youth Service Bureau to a person living in, attending school in or issued a citation in the City of Lake Elmo. In exchange, the City of Lake Elmo will pay \$5,250 to YSB for these services.

The contract has been reviewed by the City Attorney and her comments were incorporated into the latest draft by YSB. The Finance Director was consulted on the fee information.

**FISCAL IMPACT:**

The fee for the service for 2017 is \$5,250. This amount has been included in the first draft of the budget presented to Council and Finance Committee on 7/19/16.

**OPTIONS:**

- 1) Approve the service contract
- 2) Amend and then approve the service contract
- 3) Do not approve the service contract

**RECOMMENDATION:**

If removed from the consent agenda:

**Motion to approve the 2017 Service Contract with Youth Service Bureau**



# MAYOR & COUNCIL COMMUNICATION

**DATE:** September 6, 2016  
**CONSENT**  
**ITEM #** 9

**AGENDA ITEM:** Wildflower at Lake Elmo – Approve Security Reduction #4.

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

**THROUGH:** Kristina Handt, City Administrator

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

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

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

**POLICY RECOMMENDER:** Engineering.

**FISCAL IMPACT:** It is the City’s goal to retain at all times during the subdivision improvements a security amount that is adequate to ensure completion of all elements of the improvements as protection to the City tax payers against the potential of developer default. With this reduction the remaining security amount held by the City will be \$1,297,986 which remains sufficient to complete the remaining improvements.

**SUMMARY AND ACTION REQUESTED:** The City Council is respectfully requested to consider approving, *as part of the Consent Agenda*, a reduction in the security amount for the Wildflower at Lake Elmo 1st Addition.

**LEGISLATIVE HISTORY/BACKGROUND INFORMATION:** The developer has completed a substantial portion of the required development improvements for the Wildflower at Lake Elmo 1st Addition including the installation of sanitary sewer, installation of watermain, and the construction of street and storm sewer improvements. In accordance with the revised Security Reduction Policy Paragraph D, the developer is eligible for a reduction in security for Phase 1 in the amount of \$744,337.

**RECOMMENDATION:** Staff is recommending that the City Council approve, *as part of the Consent Agenda*, a reduction in the security amount for the Wildflower at Lake Elmo 1st Addition. If removed from the consent agenda, the recommended motion for the action is as follows:

***“Move to approve a reduction of the Letter of Credit for the Wildflower at Lake Elmo 1st Addition from \$2,042,322 down to \$1,297,986.”***

**ATTACHMENT(S):**

1. Engineer’s Letter Recommending Security Reduction #4 for the Wildflower at Lake Elmo 1st Addition.
2. Security Reduction Worksheet.



September 7, 2016

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

Re: Wildflower at Lake Elmo 1st Addition  
Lake Elmo, Minnesota  
Irrevocable Letter of Credit No. **1000**

Dear Mr. Engstrom:

We have reviewed and processed your request for a reduction in the security for the Wildflower at Lake Elmo 1st Addition in Lake Elmo, MN. At this time the Irrevocable Letter of Credit No. **1000** may be reduced to \$1,297,986. This represents a reduction in the amount of \$744,337 for street and storm sewer improvements. Please process the security reduction through the office of the Lake Elmo City Clerk.

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

Sincerely,

*J Griffin*

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

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



WILDFLOWER AT LAKE ELMO 1ST ADDITION

Time of Performance: November 30, 2016

DEVELOPMENT AGREEMENT AMOUNTS

CATEGORY	CONSTRUCTION	125%	REMARKS	REDUCTIONS						
				#1	#2	#3	#4	#5	#6	
Grading	\$116,000	NA	Covered by Site Grading Agreement	\$116,000						
Sanitary Sewer	\$386,885	\$483,606	75%		\$241,803	\$120,902				
Watermain	\$472,052	\$590,065	75%		\$295,033	\$147,516				
Streets	\$916,819	\$1,146,024	75%		\$274,539		\$584,978			
Surface Water Facilities	\$509,946	\$637,433	75%		\$318,716		\$159,358			
Erosion Control	NA	NA	Covered by Site Grading Agreement							
Sidewalks/Trails	\$220,838	\$276,048								
Street Lighting	NA	NA	By Xcel Energy							
Street Signs and Traffic Control Signs	\$9,950	\$12,438								
Landscaping	\$200,000	\$250,000								
Tree Preservation and Restoration	\$23,675	\$29,594								
Wetland Mitigation and Buffers	NA	NA	LOC Through VBWD							
Monuments	\$6,000	\$7,500								
Miscellaneous Facilities	NA	NA								
Record Drawings	\$6,500	\$8,125								
<b>TOTALS</b>	<b>\$2,752,665</b>	<b>\$3,440,831</b>		RELEASED AMOUNTS:	\$116,000	\$1,130,091	\$268,418	\$744,337	\$0	\$0
				CUMMULATIVE AMOUNTS:	\$116,000	\$1,246,091	\$1,514,509	\$2,258,846		
				SECURITY AMOUNT REMAINING:	\$3,440,831	\$2,310,740	\$2,042,322	\$1,297,986		

DATE: 10/29/2015 12/15/2015 2/16/2016



# MAYOR & COUNCIL COMMUNICATION

**DATE:** September 6, 2016  
**CONSENT**  
**ITEM #10**  
**MOTION**

**AGENDA ITEM:** Approve Grant Application for Trail Grooming Reimbursement

**SUBMITTED BY:** Rob Weldon, Public Works Director

**THROUGH:** Cathy Bendel, Finance Director

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

**SUGGESTED ORDER OF BUSINESS:**

- Introduction of Item ..... Interim City Administrator
- Report/Presentation.....Interim 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:** Public Works/Parks

**FISCAL IMPACT:** NA

**SUMMARY AND ACTION REQUESTED:** As part of its Consent Agenda, the City Council is asked to approve preparation and submission of a grant application to the Minnesota DNR for Trail Grooming Reimbursement. No specific motion is needed as this is recommended to be part of the overall approval of the *Consent Agenda*.

**BACKGROUND INFORMATION:** For a number of years the City has been a participant in the Cross Country Ski Trail Assistance Program sponsored by the Minnesota DNR. This program allows for reimbursement of costs related to maintaining the ski trails. The proposed application would cover the 2016/2017 ski season.

**STAFF REPORT:** Each year the City of Lake Elmo has participated in the Cross Country Ski Trail Assistance Program for the trail system in Sunfish Lake Park. The fund allocations are driven by the number of participants in the program and the number of miles of trail being

maintained. The City has consistently received \$4,000-\$4,500 per year in grant funds to cover a portion of the costs related to the Cross Country trail maintenance in Sunfish Lake Park. A requirement of the application process is to attach a resolution providing City Council approval to sponsor the participation in the program.

**RECOMMENDATION:** Based on the aforementioned, staff recommends the City Council approve participation in the Cross Country Ski Trail Grant in Aid Program for the 2016/2017 season.

**ATTACHMENT:**

1. Resolution #2016-74

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

**RESOLUTION NO. 2016-74**

**A RESOLUTION RELATED TO SPONSORING THE CITY OF LAKE ELMO  
PARTICIPATION IN THE MINNESOTA DEPARTMENT OF NATURAL  
RESOURCES CROSS-COUNTY SKI TRAIL GRANT-IN-AID PROGRAM FOR  
THE 2016/2017 SEASON**

BE IT RESOLVED, by the City Council of the City of Lake Elmo, Minnesota, that the City of Lake Elmo will sponsor the City participation in the Minnesota Department of Natural Resources Cross-County Ski Trail Grant-In-Aid Program for the 2016/2017 Ski Season.

APPROVED by the Lake Elmo City Council on this 6<sup>th</sup> day of September, 2016.

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

ATTEST:

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