



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

NOTICE OF MEETING
City Council Meeting
Tuesday, November 7, 2017 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. October 17, 2017

D. Public Comments/Inquires

E. Presentations

F. Consent Agenda

2. Approve Payment of Disbursements and Payroll
3. Approve Job Description and Authorize Advertising for Finance Director
4. Accept Third Quarter Financials
5. Accept Donation from Lake Elmo Baseball – *Resolution 2017-128*
6. Authorize Certification of Delinquent Storm Water Utility Bills – *Resolution 2017-119*
7. Approve Annual Public Service Recognition Event, January 2018
8. Approve Master Joint Powers Agreement Authorized Agency and Court Data Services Subscriber Amendment – *Resolution 2017-120*
9. Approve Appointment to Central Greenway Regional Trail Technical Advisory Committee
10. CSAH 15 & CSAH 14 Realignment – Approve Resolution of Support for the Local Road Improvement Program Grant Application – *Resolution 2017-121*
11. Washington County DRAFT 2018-2022 Capital Improvement Plan – City Review and Comments
12. Approve US Solar Subscription
13. Approve Zoning Map Amendment Rezoning City Parks – *Ordinance 08-190*
14. Approve Massage Therapy License Renewals – Renew/Recover Massage Therapy, Body & Soul
15. Authorize Advertising and Hiring of Warming House Attendants

G. Regular Agenda

16. Comprehensive Plan Amendment and Zoning Text Amendment to Amend Language Regarding Allowable Density for Open Space Preservation Developments – *Resolution 2017-123; 2017-124*
17. 2018 Street Improvements – Accept Feasibility Report. Call Public Improvement Hearing – *Resolution 2017-125*
18. 2018 Health Insurance Plan and Rates – *Resolution 2017-122*
19. Easton Village 2nd and 3rd Addition Development Agreement Amendment Request – *Resolution 2017-126; 2017-127*

H. Council Reports

I. Staff Reports and Announcements

J. Adjourn

**CITY OF LAKE ELMO
CITY COUNCIL MINUTES
OCTOBER 17, 2017**

CALL TO ORDER/PLEDGE OF ALLEGIANCE

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

PRESENT: Mayor Mike Pearson and Councilmembers Justin Bloyer, Julie Fliflet, Jill Lundgren and Christine Nelson

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

APPROVAL OF AGENDA

Item 11, “Approve Increase to Lake Elmo Fire Relief Benefit” was moved to the beginning of the Regular Agenda. Item 7, “Approve Fall Newsletter” and Item 13, “Approve Conditional Use Permit for Increased Accessory Structures, 11459 60th St. N.” were moved to the Regular Agenda.

Councilmember Bloyer, seconded by Councilmember Nelson, moved TO APPROVE THE AGENDA AS AMENDED. Motion passed 5 – 0.

ACCEPT MINUTES

Minutes of the September 19, 2017 and October 3, 2017 Regular Meetings were accepted as presented. Councilmember Lundgren abstained from approval of the October 3, 2017 minutes due to her absence from the meeting.

PUBLIC COMMENTS/INQUIRIES

None

PRESENTATIONS

None

CONSENT AGENDA

2. Approve Payment of Disbursements
3. Accept September 2017 Assessor’s Report
4. Accept September 2017 Building Department Report
5. Accept September 2017 Fire Department Report
6. Accept September 2017 Public Works Department Report
7. ~~Approve Fall Newsletter~~ *(moved to the Regular Agenda)*

8. Authorize Issuance of Request for Proposals for Engineering Services
9. Authorize Issuance of Request for Proposals for Landscape Architecture Services
10. Accept Resignation of Public Works Operator Paulson and Authorize Advertising for the position
11. ~~Approve Increase to Lake Elmo Fire Relief Benefit (moved to the Regular Agenda)~~
12. Adopt Firefighter Declaration Resolution – Resolution 2017-108
13. ~~Approve Conditional Use Permit for Increased Accessory Structures, 11459 60th St N – Resolution 2017-116 (moved to the Regular Agenda)~~
14. Approve Lake Elmo Lake Improvement Matching Grant
15. Approve Private Development Security Reductions – Village Preserve 2nd Addition and Easton Village 2nd Addition
16. I-94 Lift Station and Sanitary Sewer Improvements – Approve Change Order No. 1
17. Old Village Ph3 Street & Utility Improvements – Approve Change Order 3
18. Old Village Ph3 Street & Utility Improvements – Approve Pay Request No. 4
19. 2017 Mill and Overlay – Approve Compensating Change Order No. 2
20. 2017 Mill and Overlay – Approve Pay Request No. 1 (FINAL)
21. Approve Lions Park Change Order No. 2

Councilmember Nelson, seconded by Councilmember Bloyer, moved TO APPROVE THE CONSENT AGENDA AS PRESENTED. Motion passed 5 - 0.

ITEM 7: Approve Fall Newsletter

Councilmember Fliflet commented on the winter parking, library and budget articles in the newsletter.

Councilmember Fliflet, seconded by Councilmember Lundgren, moved THAT THE CITY BE FULLY TRANSPARENT WITH THE RESIDENTS OF LAKE ELMO REGARDING THEIR TAX LEVY INCREASE, AND REPORT THA THE 2018 PRELMINIARY TAX LEVY WITHOUT TAKING CREDIT FOR A LIBRARY TAX REDUCTION AND ETHICALLY STATE THE TRUE LEVY INCREASE IN TOTAL FOR RESIDENTS WHICH IS OVER 30%. Motion failed 2 – 3. (Pearson, Bloyer, Nelson – nay)

Mayor Pearson, seconded by Councilmember Nelson, moved TO APPROVE THE ATTACHED DRAFT AND TO AUTHORIZE PRINTING AND DISTRIBUTION OF THE SOURCE NEWSLETTER FOR THE WINTER OF 2017-2018. Motion passed 3 – 2. (Fliflet, Lundgren – nay)

ITEM 13: Approve Conditional Use Permit for Increased Accessory Structures, 11459 60th St. N.

City Planner Becker provided a brief overview of the request for a Conditional Use Permit to allow for the continued use of existing accessory structures on a parcel.

Councilmember Fliflet moved TO ADOPT RESOLUTION 2017-116 APPROVING THE REQUEST FROM RICHARD, EILEEN AND CHAD BERGMANN FOR A CONDITIONAL USE PERMIT TO ALLOW AN EXCESS OF THE PERMITTED TWO ACCESSORY STRUCTURES AND ACCESSORY STRUCTURE SIZE REQUIREMENTS IN THE RURAL RESIDENTIAL ZONING DISTRICT FOR THE PROPERTY LOCATED AT 11459 60TH STREET NORTH SUBJECT TO RECOMMENDED CONDITION OF APPROVAL AND WAIVING THE CONDITIONAL USE PERMIT FEE. Motion died – no second.

Mayor Pearson, seconded by Councilmember Bloyer, moved TO ADOPT RESOLUTION 2017-116 APPROVING THE REQUEST FROM RICHARD, EILEEN AND CHAD BERGMANN FOR A CONDITIONAL USE PERMIT TO ALLOW AN EXCESS OF THE PERMITTED TWO ACCESSORY STRUCTURES AND ACCESSORY STRUCTURE SIZE REQUIREMENTS IN THE RURAL RESIDENTIAL ZONING DISTRICT FOR THE PROPERTY LOCATED AT 11459 60TH STREET NORTH SUBJECT TO RECOMMENDED CONDITION OF APPROVAL. Motion passed 5 – 0.

ITEM 22: Zoning Text Amendment, Zoning Map Amendment and a Request for CUP to Allow Commercial Boarding Facility as an Accessory Use at 10880 Stillwater Blvd. N.

Planning Director Becker reviewed the details of the proposal and points for Council consideration.

Richard Rothstein spoke on behalf of the applicant, requesting clarification on points in the staff report prepared for the Council Meeting.

Councilmember Bloyer, seconded by Councilmember Nelson, moved TO SUSPEND THE RULES TO ALLOW DISCUSSION PRIOR TO A MOTION ON THIS MATTER. Motion withdrawn.

Councilmember Fliflet, seconded by Councilmember Lundgren, moved TO ADOPT ORDINANCE 08-188 APPROVING A ZONING TEXT AMENDMENT TO ALLOW COMMERCIAL BOARDING FACILITY AS A CONDITIONAL ACCESSORY USE WITHIN THE AGRICULTURAL ZONING DISTRICT. Motion failed 2 – 3. (Pearson, Bloyer, Nelson – nay)

Councilmember Bloyer, seconded by Mayor Pearson, moved TO ADOPT RESOLUTION 2017-117 DENYING A ZONING MAP AMENDMENT TO REZONE FOR THE PROPERTY LOCATED AT 10880 STILLWATER BLVD N FROM RURAL DEVELOPMENT TRANSITIONAL TO AGRICULTURAL. Motion passed 3 – 2. (Fliflet, Lundgren - nay)

Councilmember Boyer, seconded by Councilmember Nelson, moved TO ADOPT RESOLUTION 2017-118 DENYING A ZONING TEXT AMENDMENT TO ALLOW COMMERCIAL BOARDING FACILITY AS A CONDITIONAL ACCESSORY USE WITHIN THE AGRICULTURAL ZONING DISTRICT. Motion passed 3 – 2. (Fliflet, Lundgren – nay)

Councilmember Bloyer, seconded by Mayor Pearson, moved TO ADOPT RESOLUTION 2017-106 DENYING A CONDITIONAL USE PERMIT TO ALLOW A COMMERCIAL BOARDING FACILITY AS AN ACCESSORY USE FOR THE PROPERTY LOCATED AT 10880 STILLWATER BLVD. N. Motion passed 3 – 2. (Fliflet, Lundgren – nay)

Mayor Pearson, seconded by Councilmember Nelson, moved TO ADOPT RESOLUTION 2017-105 APPROVING A CONDITIONAL USE PERMIT TO ALLOW EXPANSION OF AN EXISTING FEEDLOT WITHIN THE SHORELAND FOR THE PROPERTY LOCATED AT 10880 STILLWATER BLVD. N. SUBJECT TO THE RECOMMENDED CONDITIONS OF APPROVAL. Motion failed 2 – 1 -2. (Bloyer – nay; Fliflet, Lundgren – nay)

Councilmember Bloyer, seconded by Mayor Pearson, moved TO RECONSIDER THE MOTION TO ADOPT RESOLUTION 2017-105. Motion passed 5 – 0.

Councilmember Bloyer, seconded by Mayor Pearson, moved TO ADOPT RESOLUTION 2017-105 APPROVING A CONDITIONAL USE PERMIT TO ALLOW EXPANSION OF AN EXISTING FEEDLOT WITHIN THE SHORELAND FOR THE PROPERTY LOCATED AT 10880 STILLWATER BLVD. N. SUBJECT TO THE RECOMMENDED CONDITIONS OF APPROVAL. Motion passed 3 – 0 – 2. (Fliflet, Lundgren – abstain)

ITEM 23: 2017 Street Improvements - Assessment Hearing, Adoption of Final Assessment Roll

City Engineer Griffin reviewed the project details, reported on the final project cost and funding sources.

Councilmember Lundgren, seconded by Councilmember Bloyer, moved TO OPEN THE PUBLIC HEARING. Motion passed 5 – 0.

No public comments were submitted.

Councilmember Bloyer, seconded by Councilmember Lundgren, moved TO CLOSE THE PUBLIC HEARING. Motion passed 5 – 0.

Councilmember Lundgren, seconded by Councilmember Bloyer, moved TO ADOPT RESOLUTION 2017-109, ADOPTING THE FINAL ASSESSMENT ROLL FOR THE 2017 STREET IMPROVEMENTS. Motion passed 5 – 0.

ITEM 24: Inwood Trunk Watermain Improvements – Assessment Hearing, Adoption of Final Assessment Roll

City Engineer Griffin reviewed the improvement project and reported on final project costs and funding sources.

Councilmember Bloyer, seconded by Councilmember Lundgren, moved TO OPEN THE PUBLIC HEARING. Motion passed 5 – 0.

No public comments were submitted.

Councilmember Bloyer, seconded by Councilmember Lundgren, moved TO CLOSE THE PUBLIC HEARING. Motion passed 5 – 0.

Councilmember Bloyer, seconded by Councilmember Lundgren, moved TO ADOPT RESOLUTION 2017-110, ADOPTING THE FINAL ASSESSMENT ROLL FOR THE INWOOD TRUNK WATERMAIN IMPROVEMENTS. Motion passed 5 – 0.

ITEM 25: Old Village Phase 2 Improvements – Assessment Hearing, Adoption of Final Assessment Roll

City Engineer Griffin reviewed the scope of the improvements and assessment methodology.

Councilmember Bloyer, seconded by Councilmember Lundgren, moved TO OPEN THE PUBLIC HEARING. Motion passed 5 – 0.

Barbara Swanson, 11316 30th Street North, stated that residents were told in the past that if farmers developed land residents wouldn't have to pay for sewer improvements.

City Administrator Handt noted two other assessment objections were received by the City prior to the hearing.

Councilmember Bloyer, seconded by Councilmember Lundgren, moved TO CLOSE THE PUBLIC HEARING. Motion passed 5 – 0.

Councilmember Bloyer, seconded by Councilmember Nelson, moved TO ADOPT RESOLUTION 2017-111, ADOPTING THE FINAL ASSESSMENT ROLL FOR THE OLD VILLAGE PHASE 2 IMPROVEMENTS. Motion passed 5 – 0.

ITEM 26: Comprehensive Plan Amendment and Concept Plan for Continental Properties

City Planner Becker provided information on the applicant and the proposal for a 300 unit multi-family development. Becker reviewed the comments held at the public hearing and the Planning Commission recommendations and also reported on comments from the Parks Commission and Engineering.

Gwen Wheeler, Continental Properties, reviewed the site location, building designs, lighting, neighborhood amenities, resident profile and community benefits to the City.

Tucker Pearce, 9811 7th Street North, urged the Council to deny the request and stick to the comprehensive plan.

Stefany Lorang, 9918 7th Street North, spoke in opposition of the comp plan amendment to increase density.

Mike Kobe, 9616 Junco Road North, spoke in opposition of the proposal, stating town homes would be a better fit for the area.

Kourtney Bryan, 618 Juniper Court North, asked the Council to follow the comp plan.

Mayor Pearson, seconded by Councilmember Nelson, moved TO SUSPEND THE RULES REGARDING TIME ALLOWED FOR COUNCILMEMBERS TO SPEAK. Motion passed 3 – 1 – 1. (Fliflet - nay; Lundgren – abstain.

Mayor Pearson, seconded by Councilmember Nelson, moved TO REFER THE CURRENT AGENDA ITEM BACK TO THE PLANNING COMMISSION. Motion passed 5 – 0.

ITEM 27: Variance for 8130 Hill Trail

Planning Director Becker presented the request for a variance to allow an addition to an existing home and relocation of the septic system. Becker reported on Planning Commission recommendations and conditions of approval.

Mayor Pearson, seconded by Councilmember Bloyer, moved TO ADOPT RESOLUTION 2017-115 APPROVING THE REQUEST FROM PETER AND ADRIENNE PAVEK FOR A VARIANCE TO ALLOW EXPANSION OF A NON-CONFORMING STRUCTURE NOT MEETING THE REQUIRED SETBACK FROM THE ORDINARY HIGH WATER LEVEL OR MINIMUM LOT SIZE REQUIRED WITHIN THE RURAL SINGLE FAMILY ZONING DISTRICT, SUBJECT TO RECOMMENDED CONDITIONS OF APPROVAL. Motion passed 5 – 0.

Councilmember Nelson, seconded by Mayor Pearson, moved TO ADOPT RESOLUTION 2017-114 APPROVING THE REQUEST FROM PETER AND ADRIENNE PAVEK FOR A VARIANCE FROM THE REQUIRED SETBACKS FOR A SEPTIC SYSTEM FROM PROPERTY LINES, SHORELAND BLUFFLINE, ORDINARY HIGH WATER LEVEL AND NON-OCCUPIED STRUCTURE, SUBJECT TO RECOMMENDED CONDITIONS OF APPROVAL. Motion passed 5 – 0.

COUNCIL REPORTS

Mayor Pearson: No report.

Councilmember Nelson: No report.

Councilmember Lundgren: Provided a reminder of the Lake Elmo Jaycees Halloween party.

Councilmember Bloyer: No report.

Councilmember Fliflet: No report.

STAFF REPORTS AND ANNOUNCEMENTS

Administrator Handt: Ribbon cutting for the Olson Lake Trail project will be held on Saturday, October 21st.

City Clerk Johnson: No report.

City Attorney Sonsalla: Working on Hidden Meadows plat opinion.

Planning Director Becker: No report.

City Engineer Griffin: Working on review of three large plats.

Meeting adjourned at 10:30 pm.

LAKE ELMO CITY COUNCIL

ATTEST:

Julie Johnson, City Clerk

Mike Pearson, Mayor



STAFF REPORT

DATE: November 7, 2017
CONSENT

TO: Mayor and City Council
FROM: Amy La Belle, Accountant
AGENDA ITEM: Approve Disbursements in the amount of \$ 902,368.82
REVIEWED BY: Kristina Handt, City Administrator

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.

FISCAL IMPACT: \$255,380.05

Claim #	Amount	Description
ACH	\$ 61,764.51	Payroll
46586-46667	\$ 840,604.31	Accounts Payable
	\$ 0.00	Accounts Payable (Library Checks) NONE
TOTAL	\$ 902,368.82	

RECOMMENDATION:

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

“Motion to approve the aforementioned disbursements in the amount of \$902,368.82.”

ATTACHMENTS:

1. Accounts Payable – check register

Accounts Payable To Be Paid Proof List

User: Amy
Printed: 11/02/2017 - 4:08 PM
Batch: 007-11-2017

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
Abrahamson Nurseries Corp										
ABRAHAMS										
17618	10/26/2017	5,110.40	0.00	11/07/2017	Booswer Station Plantings		-		No	0000
601-494-9400-43150	Contract Services									
	17618 Total:	5,110.40								
	ABRAHAMS Total:	5,110.40								
Abrahamson Nurseries Corp Total:		5,110.40								
Alex Air Apparatus, Inc										
ALEXAIR										
34442	10/27/2017	101.82	0.00	11/07/2017	Repair to SCBAs		-		No	0000
101-420-2220-44040	Repairs/Maint Eqpt									
	34442 Total:	101.82								
	ALEXAIR Total:	101.82								
Alex Air Apparatus, Inc Total:		101.82								
Allied Blacktop Co.										
ALLBLAC										
20170831	08/31/2017	8,665.25	0.00	11/07/2017	2017 Seal Coat Project 2017.118		-		No	0000
101-430-3120-42240	Street Maintenance Materials				retainag					
	20170831 Total:	8,665.25								
	ALLBLAC Total:	8,665.25								
Allied Blacktop Co. Total:		8,665.25								

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close PO	Line #
Allied Generators											
ALLIEDGE											
15590	10/24/2017	934.00	0.00	11/07/2017	Station #2 exterior lights repair		-			No	0000
101-420-2220-44010	Repairs/Maint Bldg										
	15590 Total:	934.00									
	ALLIEDGE Total:	934.00									
	<hr/>										
	Allied Generators Total:	934.00									
	<hr/>										
ANCOM Communications, Inc.											
ANCOM											
73563	10/12/2017	1,211.79	0.00	11/07/2017	Warning Siren repairs, battery, charger,		-			No	0000
101-420-2500-43150	Contract Services										
	73563 Total:	1,211.79									
	ANCOM Total:	1,211.79									
	<hr/>										
	ANCOM Communications, Inc. Total:	1,211.79									
	<hr/>										
Animal Humane Society											
ANIMALHU											
14019	10/13/2017	1,285.00	0.00	11/07/2017	Animal Impound Fees 070117-093017		-			No	0000
101-420-2700-43150	Contract Services										
	14019 Total:	1,285.00									
	ANIMALHU Total:	1,285.00									
	<hr/>										
	Animal Humane Society Total:	1,285.00									
	<hr/>										
Banyon Data Systems, Inc.											
BANYON											
156550	10/25/2017	363.34	0.00	11/07/2017	Banyon Softwater Support		-			No	0000
601-494-9400-43180	Software Support										
156550	10/25/2017	363.33	0.00	11/07/2017	Banyon Softwater Support		-			No	0000
602-495-9450-43180	Software Support										
156550	10/25/2017	363.33	0.00	11/07/2017	Banyon Softwater Support		-			No	0000
603-496-9500-43180	Software Support										
	156550 Total:	1,090.00									
	BANYON Total:	1,090.00									
	<hr/>										

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
Banyon Data Systems, Inc. Total:		1,090.00								
Biff's Inc.										
BIFFS										
W655153-W655162	10/11/2017	846.00	0.00	11/07/2017	Portable Restrooms		-		No	0000
101-450-5200-44120	Rentals - Buildings									
W655153-W655162 Total:		846.00								
BIFFS Total:		846.00								
Biff's Inc. Total:		846.00								
Bolton & Menk, Inc										
BOLTONME										
0209105	10/11/2017	201.00	0.00	11/07/2017	I-94 Lift Station Project 2016.134		-		No	0000
602-495-9450-43150	Contract Services									
0209105 Total:		201.00								
0209108	10/11/2017	20,240.00	0.00	11/07/2017	The Royal Golf Club		-		No	0000
803-000-0000-22910	Developer Payments									
0209108 Total:		20,240.00								
0209109	10/11/2017	3,650.00	0.00	11/07/2017	Southwinds of Lake Elmo		-		No	0000
803-000-0000-22910	Developer Payments									
0209109 Total:		3,650.00								
BOLTONME Total:		24,091.00								
Bolton & Menk, Inc Total:		24,091.00								
Buelow Excavating										
BUELOW										
7134	09/19/2017	10,680.50	0.00	11/07/2017	9240 31st Hardy Clean Up		-		No	0000
101-000-0000-12100	Special Assmts Rec - Current				1502921330018					
7134	09/19/2017	10,680.50	0.00	11/07/2017	9224 31st Hardy Clean Up		-		No	0000
101-000-0000-12100	Special Assmts Rec - Current				1502921330029					
7134 Total:		21,361.00								
BUELOW Total:		21,361.00								
Buelow Excavating Total:		21,361.00								

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close PO Line #
Campion Barrows & Assoc. Corp										
CAMPION										
19439	09/30/2017	830.00	0.00	11/07/2017	Psychological eval - Wagner & Jacket		-			No 0000
101-420-2220-43050	Physicals									
	19439 Total:	830.00								
	CAMPION Total:	830.00								
Campion Barrows & Assoc. Corp Total:		830.00								
Capstone Homes										
CAPSTONE										
20171017	10/17/2017	2,000.00	0.00	11/07/2017	Escrow Refund 2017-089 11641 32nd St		-			No 0000
803-000-0000-22900	Deposits Payable									
	20171017 Total:	2,000.00								
	CAPSTONE Total:	2,000.00								
Capstone Homes Total:		2,000.00								
Cardmember Service										
CARDMEMB										
20171019	10/19/2017	64.26	0.00	11/07/2017	Holiday Car Wash		-			No 0000
101-420-2220-44300	Miscellaneous									
20171019	10/19/2017	34.28	0.00	11/07/2017	Laminating Worksheets		-			No 0000
101-420-2220-42000	Office Supplies									
20171019	10/19/2017	21.13	0.00	11/07/2017	Northbound Smokehouse		-			No 0000
206-450-5300-44300	Miscellaneous									
20171019	10/19/2017	30.00	0.00	11/07/2017	Consumer Reports		-			No 0000
206-450-5300-42500	Library Collection Maintenance									
20171019	10/19/2017	29.90	0.00	11/07/2017	Holiday		-			No 0000
206-450-5300-44300	Miscellaneous									
20171019	10/19/2017	10.48	0.00	11/07/2017	Family Fresh		-			No 0000
206-450-5300-44300	Miscellaneous									
20171019	10/19/2017	37.48	0.00	11/07/2017	Office Max		-			No 0000
206-450-5300-42000	Office Supplies									
20171019	10/19/2017	61.86	0.00	11/07/2017	Office 365 MSFT Subs		-			No 0000
206-450-5300-42185	Software									
20171019	10/19/2017	13.96	0.00	11/07/2017	Menards drinking water		-			No 0000
101-410-1320-42000	Office Supplies									
20171019	10/19/2017	50.00	0.00	11/07/2017	Constant Contact		-			No 0000
101-410-1450-43180	Information Technology/Web									
20171019	10/19/2017	51.02	0.00	11/07/2017	Menards drinking water		-			No 0000
101-410-1320-42000	Office Supplies									

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close PO Line #
20171019	10/19/2017	10.50	0.00	11/07/2017	East Metro Insp Assoc Lunch		-			No 0000
101-420-2400-44370	Conferences & Training									
20171019	10/19/2017	162.22	0.00	11/07/2017	Home Depo		-			No 0000
101-430-3125-42250	Landscaping Materials									
20171019	10/19/2017	58.63	0.00	11/07/2017	Mills Fleet Farm		-			No 0000
101-430-3100-42150	Shop Materials									
20171019	10/19/2017	300.00	0.00	11/07/2017	U of M learning		-			No 0000
601-494-9400-44370	Conferences & Training									
20171019	10/19/2017	255.00	0.00	11/07/2017	U of M learning		-			No 0000
601-494-9400-44370	Conferences & Training									
20171019	10/19/2017	10.99	0.00	11/07/2017	Amazon Prime		-			No 0000
101-430-3100-44330	Dues & Subscriptions									
20171019	10/19/2017	150.00	0.00	11/07/2017	MN Fall Expo		-			No 0000
101-430-3100-44370	Conferences & Training									
20171019	10/19/2017	47.99	0.00	11/07/2017	Amazon Purchase		-			No 0000
601-494-9400-44030	Repairs\Maint Imp Not Bldgs									
20171019	10/19/2017	41.77	0.00	11/07/2017	Amazon Purchase		-			No 0000
601-494-9400-44030	Repairs\Maint Imp Not Bldgs									
20171019	10/19/2017	44.14	0.00	11/07/2017	Amazon Purchase		-			No 0000
601-494-9400-44030	Repairs\Maint Imp Not Bldgs									
20171019	10/19/2017	150.00	0.00	11/07/2017	Asset Mgmt Software		-			No 0000
101-430-3100-44170	Uniforms									
20171019	10/19/2017	218.94	0.00	11/07/2017	Amazon Purchase		-			No 0000
601-494-9400-44030	Repairs\Maint Imp Not Bldgs									
20171019	10/19/2017	120.87	0.00	11/07/2017	Frontier Inc.		-			No 0000
601-494-9400-44030	Repairs\Maint Imp Not Bldgs									
20171019	10/19/2017	22.09	0.00	11/07/2017	2017 Snow Expo		-			No 0000
601-494-9400-44030	Repairs\Maint Imp Not Bldgs									
20171019	10/19/2017	22.09	0.00	11/07/2017	2017 Snow Expo		-			No 0000
601-494-9400-44030	Repairs\Maint Imp Not Bldgs									
	20171019 Total:	2,019.60								
	CARDMEMB Total:	2,019.60								
	Cardmember Service Total:	2,019.60								
Century College										
CENCOLLE										
656589	10/19/2017	688.75	0.00	11/07/2017	Firefighter CEU Training		-			No 0000
101-420-2220-44370	Conferences & Training									
	656589 Total:	688.75								
	CENCOLLE Total:	688.75								

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close PO Line #
Century College Total:		688.75								
Century Power Equipment										
CENTPOW										
725392	08/28/2017	82.50	0.00	11/07/2017	Spindle Repair		-		No	0000
101-450-5200-44040	Repairs/Maint Eqpt									
	725392 Total:	82.50								
728536	10/11/2017	6.01	0.00	11/07/2017	Filler cap		-		No	0000
101-450-5200-44040	Repairs/Maint Eqpt									
	728536 Total:	6.01								
	CENTPOW Total:	88.51								
Century Power Equipment Total:		88.51								
Cintas Corporation #754										
CINTAS										
754781951	10/11/2017	102.10	0.00	11/07/2017	Uniforms		-		No	0000
101-430-3100-44170	Uniforms									
	754781951 Total:	102.10								
754784507	10/18/2017	103.50	0.00	11/07/2017	Uniforms		-		No	0000
101-430-3100-44170	Uniforms									
	754784507 Total:	103.50								
754786646	10/24/2017	124.99	0.00	11/07/2017	Cleaning and maintenance supplies		-		No	0000
101-410-1940-44010	Repairs/Maint Contractual Bldg									
	754786646 Total:	124.99								
754787057	10/25/2017	103.04	0.00	11/07/2017	Uniforms		-		No	0000
101-430-3100-44170	Uniforms									
	754787057 Total:	103.04								
	CINTAS Total:	433.63								
Cintas Corporation #754 Total:		433.63								
City of Maplewood										
CTYMAPLE										
9400	10/25/2017	257.50	0.00	11/07/2017	Confined Space Training		-		No	0000
601-494-9400-44370	Conferences & Training									
9400	10/25/2017	257.50	0.00	11/07/2017	Confined Space Training		-		No	0000
602-495-9450-44370	Conferences & Training									
	9400 Total:	515.00								

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close PO	Line #
CTYMAPLE Total:		515.00									
City of Maplewood Total:		515.00									
City of Oakdale											
CTYOAKDA											
10000460-01	09/30/2017	30,955.81	0.00	11/07/2017	Water meter-South Pit 090117-100217		-			No	0000
601-494-9400-43820	Water Utility										
10000460-01 Total:		30,955.81									
CTYOAKDA Total:		30,955.81									
City of Oakdale Total:		30,955.81									
City of St. Paul											
CTYSTPAU											
24842	10/03/2017	3,454.48	0.00	11/07/2017	Asphalt		-			No	0000
101-430-3120-42240	Street Maintenance Materials										
24842 Total:		3,454.48									
CTYSTPAU Total:		3,454.48									
City of St. Paul Total:		3,454.48									
Core & Main LP											
CORE											
IO10258	10/25/2017	101.63	0.00	11/07/2017	1" meter couplings		-			No	0000
601-494-9400-42300	Water Meters & Supplies										
IO10258 Total:		101.63									
CORE Total:		101.63									
Core & Main LP Total:		101.63									
Custom One Homes											
CUSTOMON											
20171017	10/17/2017	2,000.00	0.00	11/07/2017	Escrow refund 2016-1279 4180 Upper 42nd		-			No	0000
803-000-0000-22900	Deposits Payable										
20171017 Total:		2,000.00									
CUSTOMON Total:		2,000.00									

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close PO Line #
Custom One Homes Total:		2,000.00								
Delta Dental Of Minnesota										
DELTA										
39530213	10/15/2017	1,721.75	0.00	11/07/2017	November 2017 Premium		-		No	0000
101-000-0000-21706	Medical Insurance									
39530213 Total:		1,721.75								
DELTA Total:		1,721.75								
Delta Dental Of Minnesota Total:		1,721.75								
Earl F. Andersen, Inc.										
EARLANDE										
115894	10/17/2017	690.00	0.00	11/07/2017	Winter Parking Signs		-		No	0000
101-430-3120-42260	Sign Repair Materials									
115894 Total:		690.00								
EARLANDE Total:		690.00								
Earl F. Andersen, Inc. Total:		690.00								
Emergency Automotive Tech, Inc										
EMERGAUT										
SVC25900	10/26/2017	1,814.37	0.00	11/07/2017	2017 F-250 Warning Lights		-		No	0000
404-480-8000-45500	Vehicles									
SVC25900	10/26/2017	1,814.37	0.00	11/07/2017	2017 F-250 Warning Lights		-		No	0000
410-480-8000-45500	Vehicles									
SVC25900 Total:		3,628.74								
EMERGAUT Total:		3,628.74								
Emergency Automotive Tech, Inc Total:		3,628.74								
ESRI, INC										
ESRI										
93360160	10/31/2017	405.50	0.00	11/07/2017	ESRI Maintenance - 121417-121318		-		No	0000
101-410-1910-43180	Information Technology/Web									
93360160 Total:		405.50								
ESRI Total:		405.50								

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close PO Line #
ESRI, INC Total:		405.50								
Fastenal Company										
FASTENAL										
MNOAK201709	10/02/2017	37.11	0.00	11/07/2017	Spray can holder		-		No	0000
101-430-3100-42210	Equipment Parts									
MNOAK201709 Total:		37.11								
MNOAK20912	10/17/2017	14.58	0.00	11/07/2017	Hardware for flared end		-		No	0000
603-496-9500-42270	Utility System Maint Supplies									
MNOAK20912 Total:		14.58								
FASTENAL Total:		51.69								
Fastenal Company Total:		51.69								
Flagship Recreation, LLC										
FLAGSHIP										
F7200	09/22/2017	404.00	0.00	11/07/2017	Pebble Park - Zip line repair		-		No	0000
101-450-5200-44030	Repairs/Maint Imp Not Bldgs									
F7200 Total:		404.00								
FLAGSHIP Total:		404.00								
Flagship Recreation, LLC Total:		404.00								
Focus Engineering, Inc.										
FOCUS										
4102	10/30/2017	200.00	0.00	11/07/2017	General Engineering - Council Meetings		-		No	0000
101-410-1930-43030	Engineering Services									
4102 Total:		200.00								
4103	10/30/2017	915.00	0.00	11/07/2017	General Engineering - Dept Meetings		-		No	0000
101-410-1930-43030	Engineering Services									
4103 Total:		915.00								
4104	10/30/2017	222.50	0.00	11/07/2017	General Engineering - Planning		-		No	0000
101-410-1930-43030	Engineering Services									
4104	10/30/2017	148.75	0.00	11/07/2017	General Engineering - ROW		-		No	0000
101-430-3100-43030	Engineering Services									
4104	10/30/2017	51.25	0.00	11/07/2017	General Engineering - Water		-		No	0000
601-494-9400-43030	Engineering Services									
4104	10/30/2017	30.00	0.00	11/07/2017	General Engineering - Sewer		-		No	0000
602-495-9450-43030	Engineering Services									
4104	10/30/2017	320.00	0.00	11/07/2017	General Engineering - Stormwater		-		No	0000
603-496-9500-43030	Engineering Services									

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close PO Line #
		4104 Total:			772.50					
4107	10/30/2017	1,180.50	0.00	11/07/2017	General Engineering - Transp & Traffic		-		No	0000
409-480-8000-43030		Engineering Services								
		4107 Total:			1,180.50					
4108	10/30/2017	1,925.89	0.00	11/07/2017	CSAH 15		-		No	0000
602-495-9450-43030		Engineering Services								
		4108 Total:			1,925.89					
4109	10/30/2017	1,696.25	0.00	11/07/2017	LE Ave Corridor Improvements		-		No	0000
409-480-8000-43030		Engineering Services								
		4109 Total:			1,696.25					
4110	10/30/2017	1,320.00	0.00	11/07/2017	State Highway 36 Corridor Plan		-		No	0000
409-480-8000-43030		Engineering Services								
		4110 Total:			1,320.00					
4111	10/30/2017	340.00	0.00	11/07/2017	Inwood Booster Station		-		No	0000
601-494-9400-43030		Engineering Services								
		4111 Total:			340.00					
4112	10/30/2017	106.25	0.00	11/07/2017	CSAH 13 - Ideal Ave		-		No	0000
409-480-8000-43030		Engineering Services								
		4112 Total:			106.25					
4113	10/30/2017	212.50	0.00	11/07/2017	Inwood Water Tower		-		No	0000
601-494-9400-43030		Engineering Services								
		4113 Total:			212.50					
4114	10/30/2017	4,205.00	0.00	11/07/2017	Old Village Phase 3		-		No	0000
409-480-8000-43030		Engineering Services								
		4114 Total:			4,205.00					
4115	10/30/2017	1,152.50	0.00	11/07/2017	I-94 Lift Station		-		No	0000
602-495-9450-43030		Engineering Services								
		4115 Total:			1,152.50					
4116	10/30/2017	1,654.43	0.00	11/07/2017	2017 Street Improvements		-		No	0000
409-480-8000-43030		Engineering Services								
		4116 Total:			1,654.43					
4117	10/30/2017	605.89	0.00	11/07/2017	Lake Elmo Ave Phase 3		-		No	0000
409-480-8000-43030		Engineering Services								
		4117 Total:			605.89					
4118	10/30/2017	585.00	0.00	11/07/2017	2017 Mill & Overlay Project		-		No	0000
101-430-3120-42250		Seal Coat and Crack Fill								
		4118 Total:			585.00					
4119	10/30/2017	150.00	0.00	11/07/2017	CSAH 19/Hudson Blvd Interchange		-		No	0000
101-430-3120-42250		Seal Coat and Crack Fill								
		4119 Total:			150.00					
4120	10/30/2017	4,271.75	0.00	11/07/2017	2018 Street Improvements		-		No	0000
409-480-8000-43030		Engineering Services								
		4120 Total:			4,271.75					
4121	10/30/2017	696.25	0.00	11/07/2017	Old Village Phase 4		-		No	0000
409-480-8000-43030		Engineering Services								

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
		4121 Total:								
4122	10/30/2017	696.25								
803-000-0000-22910	Developer Payments	45.00	0.00	11/07/2017	Savona - 1st Addition		-		No	0000
		4122 Total:								
4123	10/30/2017	45.00								
803-000-0000-22910	Developer Payments	592.67	0.00	11/07/2017	Hammes Estates		-		No	0000
		4123 Total:								
4124	10/30/2017	592.67								
803-000-0000-22910	Developer Payments	1,050.51	0.00	11/07/2017	Engstrom Village - Wildflower 1st		-		No	0000
		4124 Total:								
4125	10/30/2017	1,050.51								
803-000-0000-22910	Developer Payments	60.00	0.00	11/07/2017	Village Preserve 1st		-		No	0000
		4125 Total:								
4126	10/30/2017	60.00								
803-000-0000-22910	Developer Payments	389.45	0.00	11/07/2017	Easton Village 1st		-		No	0000
		4126 Total:								
4127	10/30/2017	389.45								
803-000-0000-22910	Developer Payments	3,090.00	0.00	11/07/2017	Northport 1st Addition		-		No	0000
		4127 Total:								
4128	10/30/2017	3,090.00								
803-000-0000-22910	Developer Payments	150.00	0.00	11/07/2017	Eagle Point Medical Center		-		No	0000
		4128 Total:								
4129	10/30/2017	150.00								
803-000-0000-22910	Developer Payments	45.00	0.00	11/07/2017	Savona 2nd Addition		-		No	0000
		4129 Total:								
4130	10/30/2017	45.00								
803-000-0000-22910	Developer Payments	1,144.61	0.00	11/07/2017	Savona - 3rd Addition		-		No	0000
		4130 Total:								
4131	10/30/2017	1,144.61								
803-000-0000-22910	Developer Payments	288.57	0.00	11/07/2017	Arbor Glen Senior Living		-		No	0000
		4131 Total:								
4132	10/30/2017	288.57								
803-000-0000-22910	Developer Payments	133.39	0.00	11/07/2017	Savona - 4th Addition		-		No	0000
		4132 Total:								
4133	10/30/2017	133.39								
803-000-0000-22910	Developer Payments	180.00	0.00	11/07/2017	Easton Village 2nd		-		No	0000
		4133 Total:								
4134	10/30/2017	180.00								
803-000-0000-22910	Developer Payments	88.21	0.00	11/07/2017	Village Preserve - 2nd		-		No	0000
		4134 Total:								
4135	10/30/2017	88.21								
803-000-0000-22910	Developer Payments	10,119.50	0.00	11/07/2017	The Royal Golf Course		-		No	0000
		4135 Total:								
4136	10/30/2017	10,119.50								
803-000-0000-22910	Developer Payments	1,290.00	0.00	11/07/2017	Hidden Meadows 2nd		-		No	0000

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
		4136 Total:								
4137	10/30/2017	1,290.00								
803-000-0000-22910	Developer Payments	652.50	0.00	11/07/2017	The Highlands (Diedrich-Reider)		-		No	0000
		4137 Total:								
4138	10/30/2017	652.50								
803-000-0000-22910	Developer Payments	294.10	0.00	11/07/2017	Wasatch Storage		-		No	0000
		4138 Total:								
4139	10/30/2017	294.10								
803-000-0000-22910	Developer Payments	1,023.38	0.00	11/07/2017	Wildflower - 2nd		-		No	0000
		4139 Total:								
4140	10/30/2017	1,023.38								
803-000-0000-22910	Developer Payments	1,359.79	0.00	11/07/2017	Hammes Estates 2nd		-		No	0000
		4140 Total:								
4141	10/30/2017	1,359.79								
803-000-0000-22910	Developer Payments	2,328.00	0.00	11/07/2017	Inwood 5th		-		No	0000
		4141 Total:								
4142	10/30/2017	2,328.00								
409-480-8000-43030	Engineering Services	660.00	0.00	11/07/2017	9242 Hudson Blvd Site Improvements		-		No	0000
		4142 Total:								
4143	10/30/2017	660.00								
803-000-0000-22910	Developer Payments	403.75	0.00	11/07/2017	Easton Village 3rd		-		No	0000
		4143 Total:								
4144	10/30/2017	403.75								
803-000-0000-22910	Developer Payments	480.00	0.00	11/07/2017	Lakewood Crossing 2nd		-		No	0000
		4144 Total:								
4145	10/30/2017	480.00								
803-000-0000-22910	Developer Payments	420.00	0.00	11/07/2017	Shiltgen Parcel A		-		No	0000
		4145 Total:								
4146	10/30/2017	420.00								
803-000-0000-22910	Developer Payments	210.00	0.00	11/07/2017	Continental Properties Multi-Family		-		No	0000
		4146 Total:								
4147	10/30/2017	210.00								
803-000-0000-22910	Developer Payments	330.00	0.00	11/07/2017	McLeod Residential/Bush Homes		-		No	0000
		4147 Total:								
4148	10/30/2017	330.00								
803-000-0000-22910	Developer Payments	480.00	0.00	11/07/2017	Mare Affair/Shiltgen Farms		-		No	0000
		4148 Total:								
		FOCUS Total:								
		49,298.14								
		<hr/>								
		Focus Engineering, Inc. Total:								
		49,298.14								
		<hr/>								

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close PO Line #
Frank Zamora's Concrete										
FRANKZAM										
1361	10/25/2017	13,985.00	0.00	11/07/2017	Savona Park Curb		-			No 0000
404-480-8000-45300	Improvements Other Than Bldgs									
	1361 Total:	13,985.00								
	FRANKZAM Total:	13,985.00								
Frank Zamora's Concrete Total:		13,985.00								
Friends of LE Sunfish Lake Prk										
FROFSUNF										
20171027	10/27/2017	12,092.00	0.00	11/07/2017	Mezzanine planks and install		-			No 0000
803-000-0000-22920	Interpretive Nature Center									
20171027	10/27/2017	7,300.00	0.00	11/07/2017	Roof trusses		-			No 0000
803-000-0000-22920	Interpretive Nature Center									
20171027	10/27/2017	4,153.00	0.00	11/07/2017	Olson's Excavating		-			No 0000
803-000-0000-22920	Interpretive Nature Center									
20171027	10/27/2017	14,457.69	0.00	11/07/2017	Septic Tanks, guardrail, framing, doors,		-			No 0000
803-000-0000-22920	Interpretive Nature Center									
20171027	10/27/2017	63,375.00	0.00	11/07/2017	Plumbing and concrete		-			No 0000
803-000-0000-22920	Interpretive Nature Center									
	20171027 Total:	101,377.69								
	FROFSUNF Total:	101,377.69								
Friends of LE Sunfish Lake Prk Total:		101,377.69								
Gonyea Homes										
GONYEA										
20171017	10/17/2017	2,000.00	0.00	11/07/2017	Escrow Refund 2016-1324 4168 Upper		-			No 0000
803-000-0000-22900	Deposits Payable				42nd					
	20171017 Total:	2,000.00								
	GONYEA Total:	2,000.00								
Gonyea Homes Total:		2,000.00								
Great America Financial										
GREATAM										
21483356	10/16/2017	407.89	0.00	11/07/2017	Copier Maint-Sharp MX-5141N Sept		-			No 0000
101-410-1450-44040	Repairs/Maint Eqpt				2017					

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close PO Line #
21483356	10/16/2017	497.74	0.00	11/07/2017	Color Copies-Sharp MX-5141N Sept 2017		-			No 0000
101-410-1450-44040	Repairs/Maint Eqpt									
	21483356 Total:	905.63								
21483357	10/16/2017	384.58	0.00	11/07/2017	Copier Maint-Sharp MX-5070N Sept 2017		-			No 0000
101-410-1940-44040	Repairs/Maint Contractual Eqpt									
	21483357 Total:	384.58								
	GREATAM Total:	1,290.21								
Great America Financial Total:		1,290.21								
H & L Mesabi Corp										
H & L										
99024	09/26/2017	774.40	0.00	11/07/2017	Plow cutting edge		-			No 0000
101-430-3125-44040	Repairs/Maint Eqpt									
	99024 Total:	774.40								
99025	09/26/2017	583.33	0.00	11/07/2017	Plow cutting edge		-			No 0000
101-430-3125-44040	Repairs/Maint Eqpt									
	99025 Total:	583.33								
	H & L Total:	1,357.73								
H & L Mesabi Corp Total:		1,357.73								
Hawkins, Inc.										
HAWKINS										
4160611	09/29/2017	25.00	0.00	11/07/2017	Water treatment chemicals		-			No 0000
601-494-9400-42160	Chemicals									
	4160611 Total:	25.00								
4167026	10/13/2017	842.28	0.00	11/07/2017	Water Treatment Chemicals		-			No 0000
601-494-9400-42160	Chemicals									
	4167026 Total:	842.28								
	HAWKINS Total:	867.28								
Hawkins, Inc. Total:		867.28								
Holiday Credit Office										
HOLIDAYC										
20171015	10/15/2017	81.41	0.00	11/07/2017	Fuel		-			No 0000
101-420-2220-42120	Fuel, Oil and Fluids									
	20171015 Total:	81.41								

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close PO Line #
HOLIDAYC Total:		81.41								
Holiday Credit Office Total:		81.41								
Hydro Tech Services										
HYDROTEC										
1876	10/19/2017	1,500.00	0.00	11/07/2017	Savona PRV Install		-			No 0000
601-494-9400-44030	Repairs\Maint Imp Not Bldgs									
1876 Total:		1,500.00								
HYDROTEC Total:		1,500.00								
Hydro Tech Services Total:		1,500.00								
Interstate All Battery Ctr										
INTERSTA										
1902702004010	10/16/2017	9.99	0.00	11/07/2017	Replacement battery for Exit sign		-			No 0000
101-420-2220-44010	Repairs\Maint Bldg									
1902702004010 Total:		9.99								
INTERSTA Total:		9.99								
Interstate All Battery Ctr Total:		9.99								
J Welda Construction										
JWELDACO										
20171019	10/19/2017	414.50	0.00	11/07/2017	Refund Cancelled Permit 3704 Kindred		-			No 0000
101-000-0000-32210	Building Permits				Ct					
20171019	10/19/2017	10.92	0.00	11/07/2017	Refund Cancelled Surcharge 3704		-			No 0000
101-000-0000-20801	Building Permit Surcharge				Kindred					
20171019 Total:		425.42								
JWELDACO Total:		425.42								
J Welda Construction Total:		425.42								
Johnson & Turner Attorneys										
JOHNSON&										
65733	09/30/2017	3,500.00	0.00	11/07/2017	Prosecution Svs Sept 2017		-			No 0000
101-420-2150-43045	Attorney Criminal									
65733 Total:		3,500.00								

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close PO Line #
JOHNSON& Total:		3,500.00								
Johnson & Turner Attorneys Total:		3,500.00								
Kamco, Corp										
KAMCO										
3679	10/12/2017	200.00	0.00	11/07/2017	Tree removal - Deer Pond Trail		-		No	0000
101-430-3100-43150	Contract Services									
3679 Total:		200.00								
3680	10/12/2017	400.00	0.00	11/07/2017	32nd St - 201 system tree removal		-		No	0000
602-495-9450-43150	Contract Services									
3680 Total:		400.00								
KAMCO Total:		600.00								
Kamco, Corp Total:		600.00								
Kath Fuel Oil Service Co										
kathfuel										
605212	10/13/2017	957.16	0.00	11/07/2017	Unleaded Fuel		-		No	0000
101-430-3100-42120	Fuel, Oil and Fluids									
605212 Total:		957.16								
kathfuel Total:		957.16								
Kath Fuel Oil Service Co Total:		957.16								
Kennedy & Graven, Chartered										
KENGRAVE										
1397964	10/23/2017	2,042.01	0.00	11/07/2017	General Matters		-		No	0000
101-410-1320-43040	Legal Services									
1397964	10/23/2017	8,947.86	0.00	11/07/2017	3M Litigation		-		No	0000
101-410-1320-43040	Legal Services									
1397964	10/23/2017	1,671.11	0.00	11/07/2017	Haz Bldg - 9240 31st Street		-		No	0000
101-410-1320-43040	Legal Services									
1397964	10/23/2017	53.75	0.00	11/07/2017	Village preserve 2nd		-		No	0000
803-000-0000-22910	Developer Payments									
1397964	10/23/2017	8,737.83	0.00	11/07/2017	Danielson Property Condemnation		-		No	0000
101-410-1320-43040	Legal Services									
1397964	10/23/2017	5,989.64	0.00	11/07/2017	The Royal Golf		-		No	0000
803-000-0000-22910	Developer Payments									

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close PO Line #
1397964	10/23/2017	108.50	0.00	11/07/2017	Personnel Matters		-			No 0000
101-410-1320-43040	Legal Services									
1397964	10/23/2017	53.75	0.00	11/07/2017	Hidden Meadows 2nd		-			No 0000
803-000-0000-22910	Developer Payments									
1397964	10/23/2017	53.75	0.00	11/07/2017	Easton Village 2nd		-			No 0000
803-000-0000-22910	Developer Payments									
1397964	10/23/2017	268.75	0.00	11/07/2017	Lakewood Crossing 2nd		-			No 0000
803-000-0000-22910	Developer Payments									
1397964	10/23/2017	215.00	0.00	11/07/2017	Southwinds of Lake Elmo		-			No 0000
803-000-0000-22910	Developer Payments									
1397964	10/23/2017	2,263.17	0.00	11/07/2017	Northport (Pulte)		-			No 0000
803-000-0000-22910	Developer Payments									
	1397964 Total:	30,405.12								
	KENGRAVE Total:	30,405.12								
Kennedy & Graven, Chartered Total:		30,405.12								
Lennar Family of Builders										
LENNAR										
20171013	10/13/2017	2,000.00	0.00	11/07/2017	Escrow Refund 2017-208 553 6th St Ln		-			No 0000
803-000-0000-22900	Deposits Payable									
20171013	10/13/2017	2,000.00	0.00	11/07/2017	Escrow Refund 2017-075 569 6th St Ln		-			No 0000
803-000-0000-22900	Deposits Payable									
	20171013 Total:	4,000.00								
	LENNAR Total:	4,000.00								
Lennar Family of Builders Total:		4,000.00								
Loffler Companies, Inc.										
LOFF										
2639379	10/11/2017	427.55	0.00	11/07/2017	Copies Konica (C253 North) 091017-100917		-			No 0000
101-410-1940-44040	Repairs/Maint Contractual Eqpt									
	2639379 Total:	427.55								
	LOFF Total:	427.55								
Loffler Companies, Inc. Total:		427.55								

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
Malmquist Greg										
MALMQ										
20171024	10/24/2017	52.71	0.00	11/07/2017	Reimbursement - Meals		-			No 0000
101-420-2220-43310	Mileage									
	20171024 Total:	52.71								
	MALMQ Total:	52.71								
	Malmquist Greg Total:	52.71								
Maroney's Sanitation, Inc										
MARONEYS										
698904	10/11/2017	121.72	0.00	11/07/2017	Trash Services - City Hall 0901-0930		-			No 0000
101-410-1940-43840	Refuse									
698904	10/11/2017	50.77	0.00	11/07/2017	Trash Services - Fire Stations 0901-0930		-			No 0000
101-420-2220-43840	Refuse									
698904	10/11/2017	221.17	0.00	11/07/2017	Trash Svs - Parks Bldg/Storage 0901-0930		-			No 0000
101-450-5200-43840	Refuse									
698904	10/11/2017	231.04	0.00	11/07/2017	Trash Service - Public Works 0901-0930		-			No 0000
101-420-2220-43840	Refuse									
698904	10/11/2017	50.88	0.00	11/07/2017	Trash Service - Library 0901-0930		-			No 0000
206-450-5300-43840	Refuse									
	698904 Total:	675.58								
	MARONEYS Total:	675.58								
	Maroney's Sanitation, Inc Total:	675.58								
Menards - Oakdale										
MENARDSO										
40635	10/06/2017	15.73	0.00	11/07/2017	Park Repair Supplies		-			No 0000
101-450-5200-44030	Repairs/Maint Imp Not Bldgs									
	40635 Total:	15.73								
40922	10/10/2017	26.96	0.00	11/07/2017	Stat. Supplies		-			No 0000
101-420-2220-44010	Repairs/Maint Bldg									
40922	10/10/2017	10.80	0.00	11/07/2017	Vehicle repair		-			No 0000
101-420-2220-44040	Repairs/Maint Eqpt									
	40922 Total:	37.76								
41023	10/11/2017	43.98	0.00	11/07/2017	Trailer Hitch		-			No 0000
101-450-5200-42210	Equipment Parts									
	41023 Total:	43.98								
41081	10/12/2017	68.97	0.00	11/07/2017	Stat Cln supplies		-			No 0000
101-420-2220-44010	Repairs/Maint Bldg									

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close PO Line #
41081	10/12/2017	21.71	0.00	11/07/2017	Vehicle maint		-			No 0000
101-420-2220-44040	Repairs/Maint Eqpt									
	41081 Total:	90.68								
41359	10/11/2017	37.87	0.00	11/07/2017	Office Supplies		-			No 0000
101-430-3100-42000	Office Supplies									
	41359 Total:	37.87								
	MENARDSO Total:	226.02								
	Menards - Oakdale Total:	226.02								
NCPERS Minnesota										
NCPERS										
5662917	10/23/2017	48.00	0.00	11/07/2017	November 2017 premium		-			No 0000
101-000-0000-21708	Other Benefits									
	5662917 Total:	48.00								
	NCPERS Total:	48.00								
	NCPERS Minnesota Total:	48.00								
Northland Trust Services, Inc.										
NORTHL										
LKEL09A	10/05/2017	28,800.00	0.00	11/07/2017	2009A GO Bond - Principal 12/01		-			No 0000
315-470-7000-46010	Bond Principal									
LKEL09A	10/05/2017	16,200.00	0.00	11/07/2017	2009A GO Bond - Principal 12/01		-			No 0000
601-494-9400-46010	Bond Principal									
LKEL09A	10/05/2017	2,777.60	0.00	11/07/2017	2009A GO Bond - Interest 12/01		-			No 0000
315-470-7000-46110	Bond Interest									
LKEL09A	10/05/2017	1,562.40	0.00	11/07/2017	2009A GO Bond - Interest 12/01		-			No 0000
601-494-9400-46110	Bond Interest									
	LKEL09A Total:	49,340.00								
LKEL12A	10/05/2017	190,000.00	0.00	11/07/2017	2012A GO Bond - Principal 12/01		-			No 0000
601-494-9400-46010	Bond Principal									
LKEL12A	10/05/2017	41,071.88	0.00	11/07/2017	2012A GO Bond - Interest 12/01		-			No 0000
601-494-9400-46110	Bond Interest									
LKEL12A	10/05/2017	495.00	0.00	11/07/2017	2012A GO Bond - Agent Fee 12/01		-			No 0000
601-494-9400-46200	Fiscal Agent Fees									
	LKEL12A Total:	231,566.88								
	NORTHL Total:	280,906.88								

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close PO Line #
Northland Trust Services, Inc. Total:		280,906.88								
Northwestern Power Equipment										
NRWESTPW										
170386DJ	10/05/2017	3,140.92	0.00	11/07/2017	Savona PRV repair parts		-		No	0000
601-494-9400-44030	Repairs\Maint Imp Not Bldgs									
	170386DJ Total:	3,140.92								
	NRWESTPW Total:	3,140.92								
Northwestern Power Equipment Total:		3,140.92								
Oakdale Rental Center										
OAKDRC										
122766	10/16/2017	550.00	0.00	11/07/2017	Lull Rental to install mulch at Easton V		-		No	0000
101-450-5200-44120	Rentals - Buildings									
	122766 Total:	550.00								
	OAKDRC Total:	550.00								
Oakdale Rental Center Total:		550.00								
Overhead Door Company										
OVERHEAD										
102058	10/18/2017	712.45	0.00	11/07/2017	Sunfish Lake Park Gate Repair		-		No	0000
101-450-5200-44030	Repairs/Maint Imp Not Bldgs									
	102058 Total:	712.45								
	OVERHEAD Total:	712.45								
Overhead Door Company Total:		712.45								
Pomp's Tire Service, Inc.										
POMPS										
210313117	10/12/2017	215.50	0.00	11/07/2017	Mower trailer tire		-		No	0000
101-450-5200-44040	Repairs/Maint Eqpt									
	210313117 Total:	215.50								
	POMPS Total:	215.50								
Pomp's Tire Service, Inc. Total:		215.50								

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close PO Line #
Prime General Contractors										
PRIMEGEN										
20171020	10/20/2017	5,000.00	0.00	11/07/2017	Escrow Refund 2014-568 873 Lake Elmo Ave		-			No 0000
803-000-0000-22900	Deposits Payable									
	20171020 Total:	5,000.00								
	PRIMEGEN Total:	5,000.00								
Prime General Contractors Total:		5,000.00								
Rachel Contracting										
RACHELCO										
17065.2	10/31/2017	140,600.00	0.00	11/07/2017	Lions Park - Improvements through 103117		-			No 0000
404-480-8000-43050	Other Park Ded Prof Services									
	17065.2 Total:	140,600.00								
	RACHELCO Total:	140,600.00								
Rachel Contracting Total:		140,600.00								
Ritchie Tom										
RITCHIET										
2017103017	10/30/2017	55.00	0.00	11/07/2017	Cable Oper 101117 Plan Comm		-			No 0000
101-410-1450-43620	Cable Operations									
2017103017	10/30/2017	55.00	0.00	11/07/2017	Cable Oper 102317 Plan Comm		-			No 0000
101-410-1450-43620	Cable Operations									
	2017103017 Total:	110.00								
	RITCHIET Total:	110.00								
Ritchie Tom Total:		110.00								
River Country Cooperative										
RIVRCOOP										
20170930	09/30/2017	736.39	0.00	11/07/2017	Fuel		-			No 0000
101-420-2220-42120	Fuel, Oil and Fluids									
	20170930 Total:	736.39								
	RIVRCOOP Total:	736.39								
River Country Cooperative Total:		736.39								

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close PO Line #
Safe Assure Consultants Inc.										
SAFEASSU										
1247	08/31/2017	642.35	0.00	11/07/2017	2018 Safety Training		-			No 0000
101-430-3100-43150	Contract Services									
1247	08/31/2017	642.34	0.00	11/07/2017	2018 Safety Training		-			No 0000
101-450-5200-43150	Contracted Services									
1247	08/31/2017	642.34	0.00	11/07/2017	2018 Safety Training		-			No 0000
601-494-9400-43150	Contract Services									
1247	08/31/2017	642.34	0.00	11/07/2017	2018 Safety Training		-			No 0000
602-495-9450-43150	Contract Services									
1247	08/31/2017	642.34	0.00	11/07/2017	2018 Safety Training		-			No 0000
603-496-9500-43150	Contract Services									
	1247 Total:	3,211.71								
	SAFEASSU Total:	3,211.71								
	<hr/>									
	Safe Assure Consultants Inc. Total:	3,211.71								
	<hr/>									
Safe-Fast, Inc.										
SAFEFAST										
190471	10/16/2017	261.85	0.00	11/07/2017	PPE winter jackets, sweatshirts, gloves		-			No 0000
101-430-3100-44375	Personal Protection Equipment									
190471	10/16/2017	261.82	0.00	11/07/2017	PPE winter jackets, sweatshirts, gloves		-			No 0000
101-450-5200-44375	Personal Protection Equipment									
190471	10/16/2017	261.82	0.00	11/07/2017	PPE winter jackets, sweatshirts, gloves		-			No 0000
601-494-9400-44375	Personal Protection Equipment									
190471	10/16/2017	261.82	0.00	11/07/2017	PPE winter jackets, sweatshirts, gloves		-			No 0000
602-495-9450-44375	Personal Protection Equipment									
190471	10/16/2017	261.82	0.00	11/07/2017	PPE winter jackets, sweatshirts, gloves		-			No 0000
603-495-9500-44375	Personal Protection Equipment									
	190471 Total:	1,309.13								
	SAFEFAST Total:	1,309.13								
	<hr/>									
	Safe-Fast, Inc. Total:	1,309.13								
	<hr/>									
Sambatek, Inc										
SAMBATEK										
10705	10/13/2017	3,442.50	0.00	11/07/2017	Royal Golf		-			No 0000
803-000-0000-22910	Developer Payments									
10705	10/13/2017	33.75	0.00	11/07/2017	General Planning Svs		-			No 0000
101-410-1910-43030	Engineering Services									
	10705 Total:	3,476.25								

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close PO Line #
SAMBATEK Total:		3,476.25								
Sambatek, Inc Total:		3,476.25								
Schlomka Services LLC										
SCHLOMKA										
20593	09/26/2017	470.00	0.00	11/07/2017	Booster Station pump out 0912 & 0926		-		No	0000
601-494-9400-43150	Contract Services									
20593 Total:		470.00								
SCHLOMKA Total:		470.00								
Schlomka Services LLC Total:		470.00								
SelectAccount										
SELECTAC										
1207328	10/04/2017	10.55	0.00	11/07/2017	Participant Fee 100117-103117		-		No	0000
101-410-1520-43150	Contract Services									
1207328 Total:		10.55								
SELECTAC Total:		10.55								
SelectAccount Total:		10.55								
Short Elliott Hendrickson, Inc										
SEH										
339277	10/05/2017	12,642.82	0.00	11/07/2017	OV Phase 3 Project 2016.133		-		No	0000
409-480-8000-43150	Contract Services									
339277	10/05/2017	5,241.12	0.00	11/07/2017	OV Phase 3 Project 2016.133		-		No	0000
601-494-9400-43150	Contract Services									
339277	10/05/2017	6,780.16	0.00	11/07/2017	OV Phase 3 Project 2016.133		-		No	0000
602-495-9450-43150	Contract Services									
339277 Total:		24,664.10								
339281	10/05/2017	11,345.93	0.00	11/07/2017	OV Phase 4 Project 2017.157		-		No	0000
409-480-8000-43150	Contract Services									
339281 Total:		11,345.93								
339481	09/19/2017	4,262.96	0.00	11/07/2017	Inwood Water Tower Project 2015.130		-		No	0000
601-494-9400-43030	Engineering Services									
339481 Total:		4,262.96								
SEH Total:		40,272.99								

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close PO Line #
Short Elliott Hendrickson, Inc Total:		40,272.99								
Swanson Haskamp Consulting										
SHC										
540	10/17/2017	2,806.10	0.00	11/07/2017	2040 Comprehensive Plan Project		-		No	0000
101-410-1910-43020	Comprehensive Planning									
	540 Total:	2,806.10								
541	10/17/2017	1,565.00	0.00	11/07/2017	Comprehensive Plan - Living Healthy		-		No	0000
101-410-1910-43020	Comprehensive Planning									
	541 Total:	1,565.00								
543	10/30/2017	1,255.00	0.00	11/07/2017	Comprehensive Plan - Living Healthy		-		No	0000
101-410-1910-43020	Comprehensive Planning									
	543 Total:	1,255.00								
544	10/30/2017	1,245.00	0.00	11/07/2017	2040 Comprehensive Plan Project		-		No	0000
101-410-1910-43020	Comprehensive Planning									
	544 Total:	1,245.00								
	SHC Total:	6,871.10								
Swanson Haskamp Consulting Total:		6,871.10								
T Mobile										
TMOBILE										
20171011	10/11/2017	9.21	0.00	11/07/2017	SCADA Line 091117-101017		-		No	0000
601-494-9400-43210	Telephone									
	20171011 Total:	9.21								
	TMOBILE Total:	9.21								
T Mobile Total:		9.21								
Tacheny Roofing & Siding Co.										
TACHENY										
20171027	10/27/2017	67.75	0.00	11/07/2017	Refund Overpayment 12195 Marq Ln		-		No	0000
101-000-0000-20200	Accounts Payable				Cv N					
	20171027 Total:	67.75								
	TACHENY Total:	67.75								
Tacheny Roofing & Siding Co. Total:		67.75								

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close PO Line #
TDS Metrocom - LLC										
TDS										
20171013	10/13/2017	102.43	0.00	11/07/2017	Analog Lines - Fire		-		No	0000
101-420-2220-43210	Telephone									
20171013	10/13/2017	191.40	0.00	11/07/2017	Analog Lines - Public Works		-		No	0000
101-430-3100-43210	Telephone									
20171013	10/13/2017	94.78	0.00	11/07/2017	Analog Lines - Lift Station Alarms		-		No	0000
602-495-9450-43210	Telephone									
20171013	10/13/2017	49.39	0.00	11/07/2017	Analog Lines - Alarm Well House # 2		-		No	0000
601-494-9400-43210	Telephone									
	20171013 Total:	438.00								
	TDS Total:	438.00								
	TDS Metrocom - LLC Total:	438.00								
Tennis Roll Off, LLC										
TENNISRO										
1957266	10/04/2014	463.60	0.00	11/07/2017	Waste Removal - Public Works		-		No	0000
101-430-3100-43840	Refuse									
	1957266 Total:	463.60								
	TENNISRO Total:	463.60								
	Tennis Roll Off, LLC Total:	463.60								
Titan Machinery										
TITAN										
825056CL	10/10/2017	375.13	0.00	11/07/2017	Asphalt roller repairs		-		No	0000
101-430-3100-44040	Repairs/Maint Eqpt									
	825056CL Total:	375.13								
825063CL	10/10/2017	801.71	0.00	11/07/2017	Case 580 backhoe svcs/repair		-		No	0000
101-430-3100-44040	Repairs/Maint Eqpt									
	825063CL Total:	801.71								
	TITAN Total:	1,176.84								
	Titan Machinery Total:	1,176.84								
TJB Homes Construction										
TJBHOMCO										
20171018	10/18/2017	2,000.00	0.00	11/07/2017	Escrow Refund 2016-1320 11565 32nd St		-		No	0000
803-000-0000-22900	Deposits Payable									

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close PO	Line #
20171018 Total:		2,000.00									
TJBHOMCO Total:		2,000.00									
TJB Homes Construction Total:		2,000.00									
TKDA, Inc.											
TKDA											
002017003719	10/06/2017	82.44	0.00	11/07/2017	2017 Street Project 2016.135		-			No	0000
409-480-8000-43150	Contract Services										
002017003719 Total:		82.44									
002017003890	10/11/2017	7,009.39	0.00	11/07/2017	2017 Street Project 2016.135		-			No	0000
409-480-8000-43150	Contract Services										
002017003890 Total:		7,009.39									
TKDA Total:		7,091.83									
TKDA, Inc. Total:		7,091.83									
Tri State Bobcat, Inc.											
TRISTATE											
C64792	08/01/2017	289.83	0.00	11/07/2017	Toolcat repairs		-			No	0000
101-430-3100-44040	Repairs/Maint Eqpt										
C64792 Total:		289.83									
TRISTATE Total:		289.83									
Tri State Bobcat, Inc. Total:		289.83									
Truck Utilities Inc.											
TRKUTI											
316755	10/24/2017	56.43	0.00	11/07/2017	Hoses and couplings for 06-1		-			No	0000
101-430-3120-42210	Equipment Parts										
316755 Total:		56.43									
TRKUTI Total:		56.43									
Truck Utilities Inc. Total:		56.43									
Twin City Garage Door Corp.											
TWINGAR											
492120	10/10/2017	335.00	0.00	11/07/2017	Station #1 repair L1 garage door		-			No	0000
101-420-2220-44010	Repairs/Maint Bldg										

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close PO Line #	
	492120 Total:	335.00									
	TWINGAR Total:	335.00									
	<hr/>										
	Twin City Garage Door Corp. Total:	335.00									
	<hr/>										
Verizon Wireless											
VERIZON											
9793191682	09/21/2017	90.21	0.00	11/07/2017	Wireless Charges		-		No	0000	
101-430-3100-43210	Telephone										
	9793191682 Total:	90.21									
9794348919	10/10/2017	35.01	0.00	11/07/2017	Air Card for tablet 0911-1010		-		No	0000	
101-420-2220-43210	Telephone										
	9794348919 Total:	35.01									
9794957820	10/21/2017	179.39	0.00	11/07/2017	Wireless Charge		-		No	0000	
101-430-3100-43210	Telephone										
	9794957820 Total:	179.39									
	VERIZON Total:	304.61									
	<hr/>										
	Verizon Wireless Total:	304.61									
	<hr/>										
Washington Conservation Dist.											
WASHCONS											
3945	10/13/2017	625.00	0.00	11/07/2017	2017 3rd Q Shared Educator		-		No	0000	
603-496-9500-44370	Conferences & Training										
	3945 Total:	625.00									
	WASHCONS Total:	625.00									
	<hr/>										
	Washington Conservation Dist. Total:	625.00									
	<hr/>										
Water Drs											
WATERDRS											
20171025	10/25/2017	61.00	0.00	11/07/2017	Refund Overpymt 11174 41st Circle		-		No	0000	
101-000-0000-20200	Accounts Payable										
	20171025 Total:	61.00									
	WATERDRS Total:	61.00									
	<hr/>										
	Water Drs Total:	61.00									
	<hr/>										

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
White Anita										
Whiteani										
20171030	10/30/2017	55.00	0.00	11/07/2017	Cable Oper 101217 Fin Comm		-		No	0000
101-410-1450-43620	Cable Operations									
20171030	10/30/2017	55.00	0.00	11/07/2017	Cable Oper 101617 Parks Comm		-		No	0000
101-410-1450-43620	Cable Operations									
20171030	10/30/2017	55.00	0.00	11/07/2017	Cable Oper 101717 Council Mtg		-		No	0000
101-410-1450-43620	Cable Operations									
20171030	10/30/2017	25.00	0.00	11/07/2017	Bonus		-		No	0000
101-410-1450-43620	Cable Operations									
	20171030 Total:	190.00								
	Whiteani Total:	190.00								
	White Anita Total:	190.00								
Xcel Energy										
XCEL										
566091397	10/18/2017	259.85	0.00	11/07/2017	New Lift Station		-		No	0000
602-495-9450-43810	Electric Utility									
	566091397 Total:	259.85								
566145040	10/19/2017	11.34	0.00	11/07/2017	Tennis Court		-		No	0000
101-450-5200-43810	Electric Utility									
	566145040 Total:	11.34								
566152436	10/18/2017	29.05	0.00	11/07/2017	Pebble Park		-		No	0000
101-450-5200-43810	Electric Utility									
	566152436 Total:	29.05								
566155009	10/18/2017	41.58	0.00	11/07/2017	Traffic Lights		-		No	0000
101-430-3160-43810	Street Lighting									
	566155009 Total:	41.58								
566156521	10/18/2017	56.76	0.00	11/07/2017	Parks Bldg		-		No	0000
101-450-5200-43810	Electric Utility									
	566156521 Total:	56.76								
56616025	10/18/2017	17.55	0.00	11/07/2017	Lift Station		-		No	0000
602-495-9450-43810	Electric Utility									
	56616025 Total:	17.55								
566168173	10/18/2017	345.71	0.00	11/07/2017	Fire Station 1		-		No	0000
101-420-2220-43810	Electric Utility									
	566168173 Total:	345.71								
566171016	10/18/2017	16.49	0.00	11/07/2017	Lift Station		-		No	0000
602-495-9450-43810	Electric Utility									
	566171016 Total:	16.49								
566171367	10/18/2017	18.25	0.00	11/07/2017	Legion park		-		No	0000
101-450-5200-43810	Electric Utility									
	566171367 Total:	18.25								

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
566173924	10/18/2017	29.86	0.00	11/07/2017	Manning & Stillwater		-			No 0000
101-430-3160-43810	Street Lighting									
	566173924 Total:	29.86								
566186642	10/18/2017	38.87	0.00	11/07/2017	Water Tower 2		-			No 0000
601-494-9400-43810	Electric Utility									
	566186642 Total:	38.87								
566187346	10/18/2017	12.62	0.00	11/07/2017	Speed Sign Hwy 5		-			No 0000
101-430-3160-43810	Street Lighting									
	566187346 Total:	12.62								
566200168	10/18/2017	1,481.66	0.00	11/07/2017	Pumphouse		-			No 0000
601-494-9400-43810	Electric Utility									
	566200168 Total:	1,481.66								
566202959	10/18/2017	121.97	0.00	11/07/2017	Pumphouse		-			No 0000
601-494-9400-43810	Electric Utility									
	566202959 Total:	121.97								
566212266	10/18/2017	13.52	0.00	11/07/2017	Sunfish Park		-			No 0000
101-450-5200-43810	Electric Utility									
	566212266 Total:	13.52								
566217097	10/18/2017	39.05	0.00	11/07/2017	Traffic Lights		-			No 0000
101-430-3160-43810	Street Lighting									
	566217097 Total:	39.05								
566226648	10/18/2017	48.89	0.00	11/07/2017	Traffic Lights		-			No 0000
101-430-3160-43810	Street Lighting									
	566226648 Total:	48.89								
566233746	10/18/2017	47.36	0.00	11/07/2017	Warning Sirens		-			No 0000
101-430-3160-43810	Street Lighting									
	566233746 Total:	47.36								
566256397	10/18/2017	486.69	0.00	11/07/2017	Library		-			No 0000
206-450-5300-43810	Electric Utility									
	566256397 Total:	486.69								
566296771	10/19/2017	251.73	0.00	11/07/2017	Firestation 2		-			No 0000
101-420-2220-43810	Electric Utility									
	566296771 Total:	251.73								
566639404	10/23/2017	0.65	0.00	11/07/2017	Street Lights		-			No 0000
101-430-3160-43810	Street Lighting									
	566639404 Total:	0.65								
567083781	10/18/2017	14.26	0.00	11/07/2017	Warning Sirens		-			No 0000
101-420-2220-43810	Electric Utility									
	567083781 Total:	14.26								
567393541	10/18/2017	200.35	0.00	11/07/2017	VFW Ballfield		-			No 0000
101-450-5200-43810	Electric Utility									
	567393541 Total:	200.35								
567396810	10/27/2017	700.72	0.00	11/07/2017	Public Works		-			No 0000
101-430-3100-43810	Electric Utility									
	567396810 Total:	700.72								

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close PO Line #
	XCEL Total:	4,284.78								
	Xcel Energy Total:	4,284.78								
Zawadski Homes, Inc ZAWADSKI										
20171018	10/18/2017	5,000.00	0.00	11/07/2017	Escrow Refund 2016-1159 9799		-			No 0000
803-000-0000-22900	Deposits Payable				Whistling V					
	20171018 Total:	5,000.00								
	ZAWADSKI Total:	5,000.00								
	Zawadski Homes, Inc Total:	5,000.00								
	Report Total:	837,758.11								



STAFF REPORT

DATE: November 7, 2017

CONSENT

ITEM #: 3

AGENDA ITEM: Approve Job Description and Authorize Advertising for Finance Director
SUBMITTED BY: Jake Foster, Assistant City Administrator

BACKGROUND:

At the September work session Council reviewed existing contracted services, including those for Finance Director. Staff mentioned that some other cities were having success recruiting qualified candidates and expressed an interest in seeing what the market produced for Lake Elmo. Council agreed to have staff work on a posting.

ISSUE BEFORE COUNCIL:

Should the Council approve the job description and authorizing advertising for a full-time finance director?

PROPOSAL:

Included in the packet is the proposed job description that was created by DDA during the recent job classification and compensation study. Based on market rate comparisons in the recent DDA study, the proposed salary range for a full-time finance director for the City will be between \$76,295 and \$99,175 annually.

FISCAL IMPACT:

The estimated annual fiscal impact is \$103,000-\$130,000 including salary, taxes, and benefits. The cost would be split 80% general fund, 10% water, 5% sewer, and 5% storm water.

RECOMMENDATION:

If removed from the consent agenda:

“Move to approve the job description and authorize advertising for finance director.”

ATTACHMENTS: Job description

City of Lake Elmo

Job Title: Finance Director

Department: Finance

Status: Full-time regular position

Benefits: Qualifies for full-time benefits

Reporting Relationship: Reports to City Administrator

Supervisory Duties: This position is responsible for supervising Accountant and Finance Intern

Position Details: This position is responsible to plan, develop, and oversee the City financial functions to provide efficient, effective, and accurate reporting. This includes the oversight and coordination in the preparation of the Comprehensive Annual Financial Report and the annual audit. This position is responsible for the investment and reconciliation of all the City funds and making required bond payments and the bond funding recommendations as needed. This position is also responsible for the coordination of the annual budget and CIP reports. This position provides clear communication and technical support to the City Council, Finance Committee, and City Administrator through reports and presentations.

Annual Budget:

- Supervises all accounting functions, including cash records, control, receivables, payables, subsidiary reports and invoices
- Performs cash flow analysis and supervises bank transactions
- Prepares and distributes monthly financial statements
- Reviews purchase orders and disbursement requests for compliance with City budget
- Maintains financial ledgers, journals, and subsidiary reports
- Conducts analysis of project financing and refinances, and is responsible for preparation and implementation of financing and refinancing
- Supervises the operations and maintenance of computerized accounting system

Annual Budget:

- Prepares and manages Finance Department budget
- Responsible for financial projections and budget estimates as required
- Maintains the safety of invested funds while maximizing returns on investment in compliance with investment policies and guidelines
- Ensure proper preparation of all withholding reports and deposits, and all monthly and quarterly reports required by law
- Anticipates City cash and liquidity needs and invests funds to provide necessary cash flow

Utility Billing:

- Ensures the proper preparation for utility billing and maintenance of computerized utility billing systems
- Prepares assessments for the County

Employee Relations:

- Responsible for performance of risk management
- Ensures proper preparation of payroll disbursements for all City employees and maintenance of employee records
- Oversees maintenance of computerized payroll system

Supervisory Responsibilities:

- Establishes and maintains policies and procedures for the Department
- Carries out supervisory duties in accordance with the City's policies and applicable laws
- Responsible for training, planning, assigning and directing work
- Responsible for evaluating performance, rewarding employees, disciplining employees
- Responsible for responding to grievances, addressing complaints and addressing problems of employees

While these are the primary focus of the position, we believe strongly in teamwork and employees will be called upon to perform a variety of duties as part of their role with the City.

Position Requirements

Knowledge, Skills and Abilities:

- Demonstrates ability to prioritize tasks, solve problems and meet deadlines
- Works well with internal staff and provides them with accurate and timely financial reports and problem resolution when appropriate
- Makes minimal errors completing recurring entries, bank reconciliations, monthly billings, calculations, subsidiary spreadsheets, accounts payable and payroll processing
- Ability to perform with minimal supervision
- Contributes to the team effort and positive image of the Department by consistently providing a high level of support to internal and external customers
- Promptly resolves accounting problems in a constructive and well-documented manner
- Maintain internal and external relationships via in-person, phone, or e-mail with residents, vendors, auditors, staff, realty agents and bank professionals

Education: four-year degree in Accounting, Finance, Business Administration or related field

Requirements: Minimum of five years' experience related field and experience in municipal finance management and municipal accounting

Process basic computers skills, including a good knowledge of and experience using:

- E-mail and Microsoft Outlook
- Web Browsing
- Basic Computer Mapping (Google Maps, Bing)
- Adobe PDF Viewer
- Microsoft Office Products

Desired Qualifications:

- CPA
- Supervisory experience

Physical and Mental Requirements: Positions in this job typically require: sitting, feeling, manual dexterity, grasping, talking, hearing, typing, and seeing. This position encounters unexpected and prolonged workdays and stress and pressure from dealing with emotional issues and conflicts. There is also sustained exposure to computer keyboards and video screens. This position is generally light-duty and may require the exertion up to 20 pounds of force on occasion and the ability to lift, carry, push, pull and move objects. The individual may encounter unexpected and prolonged workdays and stress and pressure from dealing with emotional issues and conflicts.

*** The physical demands described here are representative to those that must be met by an employee to successfully perform the essential functions of the job. Reasonable accommodations can be made to enable individuals with disabilities to perform the essential functions.*

Working Conditions: Most work is performed in an office setting

Competencies Common to All City Positions:

- Develop, maintain a thorough working knowledge of, and comply with all departmental and applicable City policies and procedures
- Demonstration by personal example the spirit of service, excellence, and integrity expected from all staff
- Develop respectful and cooperative working relationships with co-workers, including willing assistance to newer staff so job responsibilities can be performed with confidence as quickly as possible
- Confer regularly with and keep immediate supervisor informed of all important matters which pertain to the applicable job functions and responsibilities
- Represent the City of Lake Elmo in a professional manner to the public, outside contacts and constituencies

*** The work environment characteristics described here are representative to those an employee encounters while performing essential functions of this job. Reasonable accommodations can be made to enable individuals with disabilities to perform the essential functions.*



STAFF REPORT

DATE: November 7, 2017

REGULAR

ITEM #4 - Consent

MOTION

TO: City Council
FROM: Brian A. Swanson – Finance Director
AGENDA ITEM: Accept 3rd Quarter Financials
REVIEWED BY: Kristina Handt – City Administrator

BACKGROUND:

The City of Lake Elmo has fiduciary authority and responsibility to conduct normal business operations and report the unaudited financial information to the City Council on a regular basis.

QUESTIONS BEFORE THE CITY COUNCIL:

- 1) Does the City Council have any questions regarding the attached 3rd Quarter Financial information?
- 2) Is the City Council comfortable approving the 3rd Quarter Financial information for approval?

DISCUSSION:

As part of informing the City Council and community on the financial position of the City, staff prepared budget to actual information for the General Fund and Utility Funds in the attachment.

This format more closely follows the City's Comprehensive Annual Financial Report (CAFR) by providing budget to actual figures and in similar revenue and expenditure/expense categories. This also aligns with the updated budget worksheets the City Council received during the 2018 budget cycle. On the attachment there are comments outlining key items for the City Council.

FISCAL IMPACT:

N/A

RECOMMENDATION:

- 1) Motion to recommend approval of the 3rd Quarter Financial Statements which include the General Fund and Utility Funds.

ATTACHMENTS:

- 1) 3rd Quarter Financials – General Fund and Utility Funds

CITY OF LAKE ELMO
SEPTEMBER 30, 2017 FINANCIAL STATEMENTS
General Fund and Utility Funds

<u>Account Number</u>	<u>Description</u>	<u>2016 Actual</u>	<u>2017 Adopted</u>	<u>2017 YTD - Sept. 30</u>	<u>2017 Percent Used</u>	<u>Comments</u>
General Fund Revenues:						
Taxes						
101-000-0000-31010	Current Ad Valorem Taxes	\$ 2,019,331	\$ 1,629,875	\$ 896,685	55.02%	2nd half in December
101-000-0000-31020	Delinquent Ad Valorem Taxes	13,546	15,000	12,410	82.73%	2nd half in December
101-000-0000-31030	Mobile Home Tax	14,366	12,000	3,017	25.14%	2nd half in December
101-000-0000-31040	Fiscal Disparities	157,096	161,272	111,967	69.43%	2nd half in December
101-000-0000-31910	Penalty & Interest on Taxes	185	700	423	60.43%	2nd half in December
Total Taxes		\$ 2,204,523	\$ 1,818,847	\$ 1,024,502	56.33%	
Licenses and Permits						
101-000-0000-32110	Liquor License	7,025	9,000	8,300	92.22%	Due beginning of each year.
101-000-0000-32180	Wastehauler License	1,560	1,000	-	0.00%	
101-000-0000-32181	General Contractor License	150	150	-	0.00%	Combination permit
101-000-0000-32183	Heating Contractor License	3,450	2,850	800	28.07%	Combination permit
101-000-0000-32210	Building Permits	902,690	808,157	866,465	107.21%	
101-000-0000-32211	Driveway Permits	10,190	-	14,045	#DIV/0!	
101-000-0000-32220	Heating Permits	128,558	44,820	112,435	250.86%	
101-000-0000-32230	Plumbing Permits	92,752	44,820	84,505	188.54%	
101-000-0000-32240	Animal License	1,900	1,720	1,605	93.31%	
101-000-0000-32250	Utility Permits	60,234	33,000	30,196	91.50%	
101-000-0000-32260	Burning Permit	2,035	3,750	1,405	37.47%	
101-000-0000-32270	Massage Therapy Licenses	75	100	-	0.00%	
101-000-0000-35101	Fire Sprinkler Alarm Fees	-	15,000	10,835	72.23%	New in 2017
Total Licenses and Permits		\$ 1,210,619	\$ 964,367	\$ 1,130,591	117.24%	
Intergovernmental						
101-000-0000-33418	MSA - Maintenance	123,433	130,838	122,883	93.92%	From FOCUS via MNDOT - Feb and July install.
101-000-0000-33420	State Fire Aid	59,136	47,000	-	0.00%	October receipt
101-000-0000-33422	PERA Aid	2,749	2,749	1,375	50.00%	July and December receipt.
101-000-0000-33426	Miscellaneous State Grants	8,367	4,820	541	11.22%	
101-000-0000-33621	Recycling Grant	15,688	15,688	15,688	100.00%	
Total Intergovernmental		\$ 209,373	\$ 201,095	\$ 140,486	69.86%	
Charges for Services						
101-000-0000-34103	Zoning & Subdivision Fees	33,490	23,000	44,308	192.64%	CUP, code amendments.
101-000-0000-34104	Plan Check Fees	500,965	513,002	487,470	95.02%	Based on building permit fees.
101-000-0000-34105	Sale of Copies, Books, Maps	213	280	9	3.13%	
101-000-0000-34107	Assessment Searches	4,905	1,395	885	63.44%	
101-000-0000-34110	Rent	-	-	12	#DIV/0!	
101-000-0000-34111	Cable Operation Reimbursement	1,600	4,000	1,710	42.75%	
101-000-0000-36206	Escrow Administration Fee	2,800	24,900	22,800	91.57%	New in late 2016.
Total Charges for Services		\$ 543,973	\$ 566,577	\$ 557,193	98.34%	
Fines and Forfeits						
101-000-0000-35100	Fines	49,505	46,500	30,557	65.71%	
Total Fines and Forfeits		\$ 49,505	\$ 46,500	\$ 30,557	65.71%	
Investment Earnings						
101-000-0000-36210	Interest Earnings	20,437	40,000	-	0.00%	\$4M cash at 1%.- Allocated at year end.
Total Investment Earnings		\$ 20,437	\$ 40,000	\$ -	0.00%	
Miscellaneous						
101-000-0000-33622	Cable Franchise Revenue	98,218	72,000	67,178	93.30%	2017 Cable Upgrade Rev. - \$27K
101-000-0000-36200	Miscellaneous Revenue	28,205	4,000	28,923	723.08%	Tax forfeit, misc. accts. Receivable, dev. Fees.

CITY OF LAKE ELMO
SEPTEMBER 30, 2017 FINANCIAL STATEMENTS
General Fund and Utility Funds

<u>Account Number</u>	<u>Description</u>	<u>2016 Actual</u>	<u>2017 Adopted</u>	<u>2017 YTD - Sept. 30</u>	<u>2017 Percent Used</u>	<u>Comments</u>
101-000-0000-36204	Reimbursements - Fire	1,500	500	-	0.00%	
101-000-0000-36207	ISD Service Fee In Lieu of Tax	-	31,500	-	0.00%	Due in Dec. - 2% incr./yr. - Ends in 2026.
101-000-0000-36230	Donations	10,000	10,000	11,400	114.00%	
101-000-0000-37180	Tower Rent	-	46,000	42,644	92.70%	Based on contracts.
101-000-0000-38000	Use of Fund Balance	-	150,000	-	0.00%	
Total Miscellaneous		\$ 137,924	\$ 314,000	\$ 150,145	47.82%	
Total General Fund Revenues:		\$ 4,376,355	\$ 3,951,386	\$ 3,033,475	76.77%	
General Fund Expenditures:						
1110	Mayor & Council					
Personnel						
101-410-1110-41030	Part-time Salaries	25,690	25,690	12,845	50.00%	Paid in December for 2nd half.
101-410-1110-41220	FICA Contributions	1,593	1,593	796	49.99%	Paid in December for 2nd half.
101-410-1110-41230	Medicare Contributions	373	373	186	49.94%	Paid in December for 2nd half.
101-410-1110-41510	Workers Compensation	-	300	67	22.46%	
Total Personnel		\$ 27,655	\$ 27,956	\$ 13,895	49.70%	
Materials and Supplies						
101-410-1110-42000	Office Supplies	72	-	114	#DIV/0!	
101-410-1110-42001	Computer Reimbursement	-	-	1,911	#DIV/0!	2017 for paperless packets.
101-410-1110-43310	Mileage	-	375	-	0.00%	
Total Materials and Supplies		\$ 72	\$ 375	\$ 2,025	540.00%	
Charges and Services						
101-410-1110-44300	Miscellaneous	15,691	5,250	6,568	125.11%	
101-410-1110-44330	Dues & Subscriptions	11,986	11,813	3,622	30.66%	
101-410-1110-44370	Conferences & Training	520	1,500	180	12.00%	
Total Charges and Services		\$ 28,197	\$ 18,563	\$ 10,370	55.86%	
1110	Total Mayor & Council	\$ 55,924	\$ 46,894	\$ 26,290	56.06%	
1320	Administration					
Personnel						
101-410-1320-41010	Full-time Salaries	195,150	153,083	134,052	87.57%	Assistant Admin for 1 quarter of '17.
101-410-1320-41030	Part-time Salaries	5,613	-	6,005	#DIV/0!	Intern
101-410-1320-41210	PERA Contributions	14,378	11,481	12,592	109.68%	Assistant Admin for 1 quarter of '17.
101-410-1320-41220	FICA Contributions	11,823	9,491	11,314	119.21%	Assistant Admin for 1 quarter of '17.
101-410-1320-41230	Medicare Contributions	2,765	2,220	2,656	119.64%	Assistant Admin for 1 quarter of '17.
101-410-1320-41300	Insurance	28,335	26,787	26,178	97.73%	Assistant Admin for 1 quarter of '17.
101-410-1320-41510	Workers Compensation	6,252	6,300	693	10.99%	
Total Personnel		\$ 264,317	\$ 209,362	\$ 193,490	92.42%	
Materials and Supplies						
101-410-1320-42000	Office Supplies	5,113	5,500	3,546	64.47%	
101-410-1320-42030	Printed Forms	771	700	84	11.99%	Deposit slips & Receipt books
101-410-1320-43040	Legal Services	322,842	170,000	91,403	53.77%	3M Litigation now paid by Water Fund for '17-18.
101-410-1320-43090	Newsletter/Website	-	8,000	90	1.13%	
Total Materials and Supplies		\$ 328,727	\$ 184,200	\$ 95,123	51.64%	
Charges and Services						
101-410-1320-43100	Assessing Services	52,049	38,000	29,126	76.65%	250 New parcels per year and W.C. charge
101-410-1320-43150	Contract Services	1,019	-	15,080	#DIV/0!	Comp. Study, actuarial services and shredding
101-410-1320-43180	Information Technology/Web	470	-	609	#DIV/0!	
101-410-1320-43190	Software Programs	2,338	-	2,601	#DIV/0!	laser fiche, plan it, adobe, etc

CITY OF LAKE ELMO
SEPTEMBER 30, 2017 FINANCIAL STATEMENTS
General Fund and Utility Funds

<u>Account Number</u>	<u>Description</u>	<u>2016 Actual</u>	<u>2017 Adopted</u>	<u>2017 YTD - Sept. 30</u>	<u>2017 Percent Used</u>	<u>Comments</u>
101-410-1320-43210	Telephone	1,574	1,500	1,135	75.67%	
101-410-1320-43220	Postage	3,741	3,000	(312)	-10.40%	
101-410-1320-43310	Mileage	418	348	517	148.56%	
101-410-1320-43510	Legal Publishing	8,003	7,088	2,330	32.87%	
101-410-1320-43610	Insurance	26,121	28,000	27,630	98.68%	
101-410-1320-43620	Cable Operation Expense	-	31,400	-	0.00%	Capital one-time expenditure.
101-410-1320-44330	Dues & Subscriptions	1,877	2,500	1,227	49.08%	
101-410-1320-44370	Conferences & Training	844	2,170	1,346	62.03%	
Total Charges and Services		\$ 98,454	\$ 114,006	\$ 81,289	71.30%	
Miscellaneous						
101-410-1320-44300	Miscellaneous	538	600	212	35.33%	
Total Miscellaneous		\$ 538	\$ 600	\$ 212	35.33%	
1320	Total Administration	\$ 692,035	\$ 508,168	\$ 370,114	72.83%	
1410 Elections						
Personnel						
101-410-1410-41030	Part-time Salaries	7,037	-	-	#DIV/0!	
101-410-1410-41510	Workers Compensation	-	-	-	#DIV/0!	
Total Personnel		\$ 7,037	\$ -	\$ -	#DIV/0!	
Charges and Services						
101-410-1410-43150	Contract Services	1,200	1,200	1,660	138.33%	Wash. Cty. charges for elections
Total Charges and Services		\$ 1,200	\$ 1,200	\$ 1,660	138.33%	
Capital Outlay						
101-410-1410-45800	Other Equipment	20	-	-	#DIV/0!	
Total Capital Outlay		\$ 20	\$ -	\$ -	#DIV/0!	
Miscellaneous						
101-410-1410-44300	Miscellaneous	835	-	-	#DIV/0!	
Total Miscellaneous		\$ 835	\$ -	\$ -	#DIV/0!	
1410	Total Elections	\$ 9,092	\$ 1,200	\$ 1,660	138.33%	
1450 Communications						
Personnel						
101-410-1450-41010	Full-time Salaries	-	-	423	#DIV/0!	New Hire - Asst. Admin.
101-410-1450-41030	Part-time Salaries	-	-	-	#DIV/0!	New Hire - Asst. Admin.
101-410-1450-41210	PERA Contributions	-	-	32	#DIV/0!	New Hire - Asst. Admin.
101-410-1450-41220	FICA Contributions	-	-	26	#DIV/0!	New Hire - Asst. Admin.
101-410-1450-41230	Medicare Contributions	-	-	6	#DIV/0!	New Hire - Asst. Admin.
101-410-1450-41300	Insurance	-	-	-	#DIV/0!	New Hire - Asst. Admin.
101-410-1450-41510	Workers Compensation	-	-	-	#DIV/0!	
Total Personnel		\$ -	\$ -	\$ 487	#DIV/0!	
Charges and Services						
101-410-1450-43090	Newsletter	-	-	-	#DIV/0!	
101-410-1450-43180	Information Technology/Web	50,580	67,396	37,084	55.02%	Roseville IT. Allocated to Utilities now too.
101-410-1450-43210	Telephone	308	-	-	#DIV/0!	
101-410-1450-43220	Postage	-	-	-	#DIV/0!	
101-410-1450-43310	Mileage	-	-	-	#DIV/0!	
101-410-1450-43510	Public Notices	-	-	-	#DIV/0!	
101-410-1450-43620	Cable Operations	3,955	-	4,580	#DIV/0!	Increased meetings.
101-410-1450-44370	Conferences and Training	-	-	-	#DIV/0!	

CITY OF LAKE ELMO
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General Fund and Utility Funds

<u>Account Number</u>	<u>Description</u>	<u>2016 Actual</u>	<u>2017 Adopted</u>	<u>2017 YTD - Sept. 30</u>	<u>2017 Percent Used</u>	<u>Comments</u>
Total Charges and Services		\$ 54,843	\$ 67,396	\$ 41,664	61.82%	
1450	Total Communications	\$ 54,843	\$ 67,396	\$ 42,151	62.54%	
1520	Finance					
Personnel						
101-410-1520-41010	Full-time Salaries	63,053	59,561	53,297	89.48%	
101-410-1520-41030	Part-time Salaries	12,702	10,000	10,274	102.74%	Intern and former PT person.
101-410-1520-41210	PERA Contributions	5,281	4,835	1,784	36.90%	
101-410-1520-41220	FICA Contributions	4,500	3,997	1,702	42.58%	
101-410-1520-41230	Medicare Contributions	1,052	935	398	42.57%	
101-410-1520-41300	Insurance	10,938	11,994	5,758	48.01%	
101-410-1520-41420	Unemployment Benefits	-	-	-	#DIV/0!	
101-410-1520-41510	Workers Compensation	204	600	315	52.45%	
Total Personnel		\$ 97,731	\$ 91,922	\$ 73,527	79.99%	
Materials and Supplies						
101-410-1520-42000	Office Supplies	338	600	446	74.30%	
101-410-1520-42030	Printed Forms	1,117	375	-	0.00%	Checks ordered in Oct. 2016.
Total Materials and Supplies		\$ 1,456	\$ 975	\$ 446	45.72%	
Charges and Services						
101-410-1520-43010	Audit Services	29,345	29,500	26,575	90.08%	Contract ends in 2017 but paid in 2018.
101-410-1520-43150	Contract Services	114	101	111,738	110631.68%	Select \$150- CLA Allocated at 75%
101-410-1520-43190	Software Programs	-	-	6,400	#DIV/0!	Accela support
101-410-1520-43210	Telephone	427	900	690	76.67%	Roseville IT Phone and VPN access.
101-410-1520-43310	Mileage	-	50	-	0.00%	
101-410-1520-44330	Dues & Subscriptions	170	670	170	25.37%	
101-410-1520-44370	Conferences & Training	-	500	254	50.80%	MNGFOA and Govt. Acctg. Courses.
Total Charges and Services		\$ 30,056	\$ 31,721	\$ 145,827	459.72%	
Miscellaneous						
101-410-1520-44300	Miscellaneous	1,627	220	1,052	478.18%	CAFR Cert. Program and ICMA pmt.
Total Miscellaneous		\$ 1,627	\$ 220	\$ 1,052	478.18%	
1520	Total Finance	\$ 130,869	\$ 124,838	\$ 220,852	176.91%	
1910	Planning & Zoning					
Personnel						
101-410-1910-41010	Full-time Salaries	149,034	145,407	125,119	86.05%	
101-410-1910-41030	Part-time Salaries	-	-	-	#DIV/0!	
101-410-1910-41210	PERA Contributions	11,211	10,906	9,353	85.76%	
101-410-1910-41220	FICA Contributions	9,075	9,015	7,367	81.72%	
101-410-1910-41230	Medicare Contributions	2,122	2,109	1,723	81.70%	
101-410-1910-41300	Insurance	23,249	25,772	22,969	89.12%	
101-410-1910-41510	Workers Compensation	415	750	658	87.70%	
Total Personnel		\$ 195,105	\$ 193,959	\$ 167,189	86.20%	
Materials and Supplies						
101-410-1910-42000	Office Supplies	810	1,800	186	10.33%	
101-410-1910-42030	Printed Forms	-	500	-	0.00%	
Total Materials and Supplies		\$ 810	\$ 2,300	\$ 186	8.09%	
Charges and Services						
101-410-1910-43020	Comprehensive Planning	-	-	26,530	#DIV/0!	Comp Plan - \$90K - 60/40 split 2017/2018
101-410-1910-43030	Engineering Services	18,688	12,000	6,541	54.51%	

CITY OF LAKE ELMO
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101-410-1910-43150	Contract Services	25,133	113,500	5,826	5.13%	Sambatech
101-410-1910-43190	Software Programs	-	-	407	#DIV/0!	ACAD.
101-410-1910-43210	Telephone	775	1,020	546	53.53%	
101-410-1910-43220	Postage	6	150	59	39.33%	
101-410-1910-43310	Mileage	342	150	103	68.67%	
101-410-1910-43510	Legal Publishing	-	-	840	#DIV/0!	
101-410-1910-44330	Dues & Subscriptions	617	390	-	0.00%	
101-410-1910-44350	Books	-	175	-	0.00%	
101-410-1910-44370	Conferences & Training	1,520	1,560	375	24.04%	APA - \$2160 - Mankato
Total Charges and Services		\$ 47,081	\$ 128,945	\$ 41,227	31.97%	
Miscellaneous						
101-410-1910-44300	Miscellaneous	31	300	10	3.33%	
Total Miscellaneous		\$ 31	\$ 300	\$ 10	3.33%	
1910	Total Planning & Zoning	\$ 243,027	\$ 325,504	\$ 208,612	64.09%	
1930	Engineering Services					
Charges and Services						
101-410-1930-43030	Engineering Services	34,034	36,000	18,097	50.27%	
101-410-1930-43210	Telephone	195	-	107	#DIV/0!	Roseville IT costs
Total Charges and Services		\$ 34,229	\$ 36,000	\$ 18,204	50.57%	
1930	Total Engineering Services	\$ 34,229	\$ 36,000	\$ 18,204	50.57%	
1940	City Hall					
Materials and Supplies						
101-410-1940-42110	Cleaning Supplies	-	50	-	0.00%	
101-410-1940-42230	Building Repair Supplies	4	300	550	183.33%	Menard's charges
Total Materials and Supplies		\$ 4	\$ 350	\$ 550	157.14%	
Charges and Services						
101-410-1940-43180	Information Technology/Web	-	-	185	#DIV/0!	Roseville IT costs.
101-410-1940-43210	Telephone	614	900	438	48.67%	
101-410-1940-43810	Utilities	3,851	6,500	2,583	39.74%	
101-410-1940-43840	Refuse	1,129	1,355	1,074	79.26%	
101-410-1940-44010	Repairs/Maint Contractual Bldg	21,350	6,000	6,683	111.38%	Cleaning service and maintenance supplies.
101-410-1940-44040	Repairs/Maint Contractual Eqpt	11,365	15,540	8,978	57.77%	New copier lease
101-410-1940-44120	Rentals - Building	30,147	31,992	26,660	83.33%	10 months paid through September
Total Charges and Services		\$ 68,457	\$ 62,287	\$ 46,601	74.82%	
Miscellaneous						
101-410-1940-44300	Miscellaneous	1,981	1,016	501	49.31%	
Total Miscellaneous		\$ 1,981	\$ 1,016	\$ 501	49.31%	
1940	Total City Hall	\$ 70,442	\$ 63,653	\$ 47,652	74.86%	
2100	Police					
Charges and Services						
101-420-2100-43150	Law Enforcement Contract	536,330	618,357	290,876	47.04%	2nd half paid in December
101-420-2100-44300	Misc. - Community Event	-	1,000	1,800	180.00%	
Total Charges and Services		\$ 536,330	\$ 619,357	\$ 292,676	47.25%	
2100	Total Police	\$ 536,330	\$ 619,357	\$ 292,676	47.25%	

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<u>Account Number</u>	<u>Description</u>	<u>2016 Actual</u>	<u>2017 Adopted</u>	<u>2017 YTD - Sept. 30</u>	<u>2017 Percent Used</u>	<u>Comments</u>
2150	Prosecution					
Charges and Services						
101-420-2150-43045	Attorney Criminal	44,144	43,200	25,169	58.26%	
Total Charges and Services		\$ 44,144	\$ 43,200	\$ 25,169	58.26%	
2150	Total Prosecution	\$ 44,144	\$ 43,200	\$ 25,169	58.26%	
2220	Fire					
Personnel						
101-420-2220-41010	Full-time Salaries	71,918	72,970	59,802	81.95%	
101-420-2220-41030	Part-time Salaries	96,663	97,724	67,638	69.21%	Includes PT Fire Admin, POC and Chaplain.
101-420-2220-41210	PERA Contributions	14,699	11,821	12,463	105.43%	
101-420-2220-41220	FICA Contributions	6,038	6,059	4,194	69.22%	
101-420-2220-41230	Medicare Contributions	2,364	2,475	1,780	71.92%	
101-420-2220-41300	Insurance	13,673	14,993	12,336	82.28%	
101-420-2220-41510	Workers Compensation	12,879	15,000	16,687	111.24%	
Total Personnel		\$ 218,234	\$ 221,042	\$ 174,900	79.13%	
Materials and Supplies						
101-420-2220-42000	Office Supplies	1,444	1,850	1,298	70.16%	
101-420-2220-42080	EMS Supplies	888	5,800	3,819	65.85%	
101-420-2220-42090	Fire Prevention	722	3,000	-	0.00%	
101-420-2220-42120	Fuel, Oil and Fluids	7,644	11,000	4,748	43.16%	
101-420-2220-42400	Small Tools & Equipment	10,539	11,700	5,942	50.79%	
Total Materials and Supplies		\$ 21,237	\$ 33,350	\$ 15,807	47.40%	
Charges and Services						
101-420-2220-43050	Physicals	4,221	2,400	3,180	132.50%	Increased budget for 2018 for staffing change.
101-420-2220-43210	Telephone	3,682	4,200	2,868	68.29%	
101-420-2220-43230	Radio	18,917	22,018	12,625	57.34%	User fees, pager repair, insurance.
101-420-2220-43310	Mileage	814	500	-	0.00%	
101-420-2220-43630	Insurance	7,290	8,300	7,571	91.22%	Annual payment completed
101-420-2220-43810	Utility	9,520	15,500	9,996	64.49%	
101-420-2220-43840	Refuse	2,948	2,400	2,531	105.46%	Increased budget for 2018 based on history.
101-420-2220-44010	Repairs/Maint Bldg	17,938	7,800	7,519	96.40%	
101-420-2220-44040	Repairs/Maint Eqpt	41,975	22,967	35,543	154.76%	Tanker 1, 2 and E2 repairs.
101-420-2220-44170	Uniforms	5,255	2,500	3,750	150.00%	Increased budget for 2018.
101-420-2220-44330	Dues & Subscriptions	3,275	3,733	2,955	79.16%	
101-420-2220-44350	Books	230	220	180	81.82%	
101-420-2220-44370	Conferences & Training	17,663	19,891	10,504	52.81%	
Total Charges and Services		\$ 133,727	\$ 112,429	\$ 99,223	88.25%	
Capital Outlay						
101-420-2220-45500	Vehicle	-	-	64	#DIV/0!	
Total Capital Outlay		\$ -	\$ -	\$ 64	#DIV/0!	
Miscellaneous						
101-420-2220-44300	Miscellaneous	2,290	2,000	1,125	56.25%	
Total Miscellaneous		\$ 2,290	\$ 2,000	\$ 1,125	56.25%	
2220	Total Fire	\$ 375,488	\$ 368,821	\$ 291,118	78.93%	
2250	Fire Relief					
Charges and Services						
101-420-2250-44920	Fire State Aid	59,136	47,000	-	0.00%	Relief Assoc. pass through in Oct./Nov.
Total Charges and Services		\$ 59,136	\$ 47,000	\$ -	0.00%	

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<u>Account Number</u>	<u>Description</u>	<u>2016 Actual</u>	<u>2017 Adopted</u>	<u>2017 YTD - Sept. 30</u>	<u>2017 Percent Used</u>	<u>Comments</u>
2250	Total Fire Relief	\$ 59,136	\$ 47,000	\$ -	0.00%	
2400	Building Inspection					
Personnel						
101-420-2400-41010	Full-time Salaries	167,498	232,801	199,023	85.49%	
101-420-2400-41210	PERA Contributions	12,102	15,132	14,927	98.65%	
101-420-2400-41220	FICA Contributions	10,062	14,434	12,340	85.49%	
101-420-2400-41230	Medicare Contributions	2,353	3,376	2,886	85.49%	
101-420-2400-41300	Insurance	24,554	42,432	40,555	95.58%	
101-420-2400-41510	Workers Compensation	1,260	4,800	794	16.53%	
Total Personnel		\$ 217,830	\$ 312,975	\$ 270,525	86.44%	
Materials and Supplies						
101-420-2400-42000	Office Supplies	1,602	1,750	1,641	93.77%	
101-420-2400-42030	Printed Forms	-	350	-	0.00%	
101-420-2400-42120	Fuel, Oil and Fluids	521	3,600	2,086	57.94%	
Total Materials and Supplies		\$ 2,122	\$ 5,700	\$ 3,727	65.39%	
Charges and Services						
101-420-2400-43030	Engineering	2,465	6,000	248	4.13%	Handled in-house by Bldg. Official
101-420-2400-43180	Information Technology/Web	6,010	-	5,674	#DIV/0!	i-pads and PermitWorks
101-420-2400-43210	Telephone	1,912	1,800	1,911	106.17%	Increased budget in 2018.
101-420-2400-43630	Insurance	178	400	185	46.22%	
101-420-2400-44040	Repairs/Maint Eqpt	965	1,000	786	78.58%	
101-420-2400-44170	Uniforms	80	1,200	684	57.00%	Jackets, shirts, ID's
101-420-2400-44330	Dues & Subscriptions	185	740	310	41.89%	
101-420-2400-44350	Books	870	500	345	69.09%	
101-420-2400-44370	Conferences & Training	2,596	4,825	870	18.03%	
Total Charges and Services		\$ 15,261	\$ 16,465	\$ 11,013	66.88%	
Miscellaneous						
101-420-2400-44300	Miscellaneous	266	845	3,793	448.82%	Land survey
Total Miscellaneous		\$ 266	\$ 845	\$ 3,793	448.82%	
2400	Total Building Inspection	\$ 235,479	\$ 335,985	\$ 289,057	86.03%	
2500	Emergency Communications					
Charges and Services						
101-420-2500-43150	Contract Services	4,945	5,395	900	16.68%	Replace Pole for 2017 Proj.
Total Charges and Services		\$ 4,945	\$ 5,395	\$ 900	16.68%	
2500	Total Emergency Communications	\$ 4,945	\$ 5,395	\$ 900	16.68%	
2700	Animal Control					
Charges and Services						
101-420-2700-43150	Contract Services	3,086	7,725	6,112	79.12%	
Total Charges and Services		\$ 3,086	\$ 7,725	\$ 6,112	79.12%	
2700	Total Animal Control	\$ 3,086	\$ 7,725	\$ 6,112	79.12%	
3100	Public Works					
Personnel						
101-430-3100-41010	Full-time Salaries	253,303	238,857	218,227	91.36%	On call pay in 2017 and salary allocations
101-430-3100-41030	Part-time Salaries	-	9,680	3,395	35.07%	

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101-430-3100-41210	PERA Contributions	18,494	18,640	16,232	87.08%	
101-430-3100-41220	FICA Contributions	15,066	13,312	13,381	100.52%	
101-430-3100-41230	Medicare Contributions	3,524	3,604	3,130	86.85%	
101-430-3100-41300	Insurance	44,655	42,141	47,064	111.68%	
101-430-3100-41510	Workers Compensation	12,028	14,000	14,990	107.07%	
Total Personnel		\$ 347,071	\$ 340,234	\$ 316,419	93.00%	
Materials and Supplies						
101-430-3100-42000	Office Supplies	1,666	2,000	598	29.90%	
101-430-3100-42120	Fuel, Oil and Fluids	24,049	30,000	20,296	67.65%	
101-430-3100-42150	Operating Supplies	2,431	3,000	2,017	67.23%	
101-430-3100-42210	Repair/Maint. Supplies	3,964	10,350	6,980	67.44%	
101-430-3100-42240	Street Maintenance & Landscaping - Materials	16,112	445,000	206,229	46.34%	
101-430-3100-42250	Street Maintenance	258,223	-	12,775	#DIV/0!	Sealcoat, Crackfill, Mill/overlay
101-430-3120-42260	Street Signs	2,389	3,000	3,404	113.47%	Sign posts and sign materials
101-430-3125-42290	Sand/Salt	49,616	65,000	74,202	114.16%	No purchases needed for rest of 2017.
101-430-3100-42400	Small Tools & Minor Equipment	2,788	3,000	3,633	121.10%	Tools and post driver.
101-430-3100-44375	Personal Protection Equipment	1,465	2,400	1,498	62.42%	
Total Materials and Supplies		\$ 362,703	\$ 563,750	\$ 331,632	58.83%	
Charges and Services						
101-430-3100-43030	Engineering Services	4,676	4,800	1,886	39.29%	
101-430-3100-43150	Contract Services	24,156	24,350	16,584	68.11%	
101-430-3100-43210	Telephone	7,347	7,800	4,942	63.36%	
101-430-3100-43230	Radio	1,236	1,300	600	46.15%	
101-430-3100-43630	Insurance	15,105	17,000	15,688	92.28%	Annual payment completed
101-430-3100-43810	Utilities	34,935	54,400	38,367	70.53%	
101-430-3100-43840	Refuse	2,407	2,625	1,395	53.14%	
101-430-3100-44010	Repairs/Maint Bldg.	10,996	4,000	8,143	203.58%	Feeder hose, building repairs.
101-430-3100-44030	Repairs/Maint Imp Other Than Bldg.	165	500	1,203	240.60%	Spill kits, V-box, pressure washer parts.
101-430-3100-44040	Repairs/Maint Equip	25,364	20,900	9,369	44.83%	
101-430-3100-44170	Uniforms	5,886	5,000	4,925	98.50%	Increased budget in 2018
101-430-3100-44330	Dues & Subscriptions	294	600	498	83.00%	
101-430-3100-44370	Conferences & Training	3,889	4,800	2,092	43.58%	
101-430-3100-44380	Clean-up Days	9,557	10,212	14,256	139.60%	No more costs in 2017 and doesn't include staff.
Total Charges and Services		\$ 146,012	\$ 158,287	\$ 119,948	75.78%	
Miscellaneous						
101-430-3100-44300	Miscellaneous	762	1,450	631	43.52%	Asset Management subscription.
Total Miscellaneous		\$ 762	\$ 1,450	\$ 631	43.52%	
3100	Total Public Works	\$ 856,548	\$ 1,063,721	\$ 768,630	72.26%	
5200 Parks & Recreation						
Personnel						
101-450-5200-41010	Full-time Salaries	70,421	77,429	43,048	55.60%	Allocations between PW, PR and utilities.
101-450-5200-41030	Part-time Salaries	30,934	48,000	20,969	43.69%	
101-450-5200-41210	PERA Contributions	5,798	6,162	3,351	54.38%	
101-450-5200-41220	FICA Contributions	6,027	7,777	3,835	49.31%	
101-450-5200-41230	Medicare Contributions	1,410	1,819	897	49.31%	
101-450-5200-41300	Insurance	18,232	19,992	16,197	81.02%	
101-450-5200-41510	Workers Compensation	3,735	4,000	3,956	98.89%	
Total Personnel		\$ 136,556	\$ 165,179	\$ 92,253	55.85%	
Materials and Supplies						
101-450-5200-42000	Office Supplies	60	900	304	33.78%	
101-450-5200-42150	Operating Supplies	1,338	-	140	#DIV/0!	

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101-450-5200-42160	Chemicals	1,057	1,500	576	38.40%	
101-450-5200-42210	Repair/Maint. Supplies	4,505	6,000	3,654	60.90%	
101-450-5200-42230	Building Repair Supplies	619	500	100	19.90%	
101-450-5200-42400	Small Tools & Minor Equipment	2,365	2,150	2,415	112.33%	Tools and 55 gallon sprayer.
Total Materials and Supplies		\$ 9,944	\$ 11,050	\$ 7,188	65.05%	
Charges and Services						
101-450-5200-43210	Telephone	1,358	1,200	720	60.00%	
101-450-5200-43630	Insurance	3,079	3,800	3,198	84.15%	
101-450-5200-43810	Utilities	6,446	9,600	6,338	66.02%	
101-450-5200-43840	Refuse	20	1,000	1,106	110.60%	
101-450-5200-44010	Repairs/Maint Bldg	63	1,800	130	7.22%	
101-450-5200-44030	Repairs/Maint Imp Not Bldgs	2,959	3,000	6,281	209.37%	Tennis nets and playground mulch.
101-450-5200-44040	Repairs/Maint Eqpt	2,235	1,500	184	12.27%	
101-450-5200-44120	Rentals - Buildings	6,476	6,000	4,384	73.07%	
101-450-5200-44170	Uniforms	67	-	58	#DIV/0!	
101-450-5200-44301	Events	-	5,000	450	9.00%	
101-450-5200-44302	Lakes	-	40,000	4,578	11.44%	
101-450-5200-43150	Contract Services	-	-	600	#DIV/0!	
101-450-5200-44370	Conferences & Training	-	-	-	#DIV/0!	
101-450-5200-44130	Equipment Rental	-	-	-	#DIV/0!	
101-450-5200-44375	Personal Protection Equipment	341	1,200	1,209	100.75%	
Total Charges and Services		\$ 23,044	\$ 74,100	\$ 29,236	39.45%	
Miscellaneous						
101-450-5200-44300	Miscellaneous	521	1,200	266	22.16%	
Total Miscellaneous		\$ 521	\$ 1,200	\$ 266	22.16%	
5200	Total Parks & Recreation	\$ 170,065	\$ 251,529	\$ 128,943	51.26%	
9000	Compensation Adjustment					
Personnel						
101-460-9000-41010	Compensation Adjustment	-	35,000	-	0.00%	Incl. in personnel costs for '17 now.
Total Personnel		\$ -	\$ 35,000	\$ -	0.00%	
9000	Total Compensation Adjustment	\$ -	\$ 35,000	\$ -	0.00%	
Total General Fund Expenditures:		\$ 3,575,683	\$ 3,951,386	\$ 2,738,139	69.30%	
Total Gen Fund Revs. Over/(Under) Expenditures:		\$ 800,672	\$ -	\$ 295,336	#DIV/0!	
601	Water Fund					
Water Fund Revenues:						
601-000-0000-33422	PERA Pension Revenue	525	-	-	#DIV/0!	
601-000-0000-33426	Miscellaneous State Grants	3,433,298	-	-	#DIV/0!	
601-000-0000-36100	Special Assessments	11,334	16,950	9,320	54.99%	2nd half in December
601-000-0000-36205	Refunds and Reimbursements	-	-	62	#DIV/0!	
601-000-0000-36210	Interest on Investments	13,987	20,000	-	0.00%	Done at audit.
601-000-0000-37100	Water Sales	275,019	543,689	360,314	66.27%	
601-000-0000-37120	Bulk Water	5,423	2,000	448	22.40%	
601-000-0000-37140	Water Access Revenue	979,500	1,509,000	1,231,400	81.60%	
601-000-0000-37150	Water Connections - Municipal	244,500	369,000	338,147	91.64%	
601-000-0000-37170	Meter Sales	244,260	68,000	90,867	133.63%	
601-000-0000-37180	Tower Rent	52,526	-	-	#DIV/0!	Moved to G.F for 2017

CITY OF LAKE ELMO
SEPTEMBER 30, 2017 FINANCIAL STATEMENTS
General Fund and Utility Funds

<u>Account Number</u>	<u>Description</u>	<u>2016 Actual</u>	<u>2017 Adopted</u>	<u>2017 YTD - Sept. 30</u>	<u>2017 Percent Used</u>	<u>Comments</u>
601-000-0000-39210	Transfer In	(59,872)	-	-	#DIV/0!	
Total Water Fund Revenues:		\$ 5,200,500	\$ 2,528,639	\$ 2,030,558	80.30%	
Water Fund Expenses:						
Personnel						
601-494-9400-41010	Full-time Salaries	127,902	144,184	88,793	61.58%	On call pay of \$1667 and salary allocations.
601-494-9400-41210	PERA Contributions	15,792	10,814	6,652	61.51%	
601-494-9400-41220	FICA Contributions	7,346	9,012	5,322	59.05%	
601-494-9400-41230	Medicare Contributions	1,718	2,091	1,245	59.54%	
601-494-9400-41300	Insurance	29,467	28,837	14,429	50.04%	
601-494-9400-41510	Workers Compensation	1,904	5,767	3,980	69.01%	
Total Personnel		\$ 184,130	\$ 200,705	\$ 120,421	60.00%	
Materials and Supplies						
601-494-9400-42000	Office Supplies	771	700	579	82.71%	
601-494-9400-42030	Printed Forms	499	750	247	32.93%	
601-494-9400-42160	Chemicals	3,157	13,000	3,587	27.59%	
601-494-9400-42210	Repair/Maint. Supplies	25,014	25,000	2,080	8.32%	
601-494-9400-42300	Water Meters & Supplies	105,477	85,000	117,435	138.16%	Replace 200 meters but order 250.
601-494-9400-42400	Small Tools & Minor Equipment	3,955	5,000	1,908	38.16%	
Total Materials and Supplies		\$ 138,874	\$ 129,450	\$ 125,836	97.21%	
Charges and Services						
601-494-9400-43030	Engineering Services	-	20,000	14,909	74.55%	
601-494-9400-43040	Legal Services	2,323	5,000	93,738	1874.76%	3M litigation moved from General Fund.
601-494-9400-43150	Contract Services	7,459	14,000	20,622	147.30%	Wellhead protection and Acctg. 10%
601-494-9400-43180	Software Support	5,556	9,600	10,088	105.09%	IT costs allocated from General Fund.
601-494-9400-43210	Telephone	793	800	504	63.00%	
601-494-9400-43220	Postage	1,800	1,880	(1,322)	-70.32%	
601-494-9400-43310	Mileage	189	-	-	#DIV/0!	
601-494-9400-43610	Insurance	8,975	10,000	9,322	93.22%	Annual payment completed
601-494-9400-43810	Electric Utility	34,392	30,000	35,523	118.41%	Increased budget for 2018.
601-494-9400-43820	Water Utility	144,932	-	177,093	#DIV/0!	Agreement ends w/ City of Oakdale in 2018.
601-494-9400-44030	Repairs\Maint Imp Not Bldgs	8,617	10,000	4,735	47.35%	
601-494-9400-44370	Conferences & Training	103	1,500	1,118	74.53%	
Total Charges and Services		\$ 215,140	\$ 102,780	\$ 366,330	356.42%	
Capital Outlay						
601-494-9400-45300	Improvements Other Than Bldgs	-	-	22,430	#DIV/0!	Well #1 pump rebuild.
Total Capital Outlay		\$ -	\$ -	\$ 22,430	#DIV/0!	
Miscellaneous and Non-operating						
601-494-9400-43320	Depreciation Expense	612,353	598,971	-	0.00%	Done at audit.
601-494-9400-44300	Miscellaneous	3,178	2,000	2,423	121.15%	
601-494-9400-46010	Bond Principal	-	-	279,663	#DIV/0!	
601-494-9400-46110	Bond Interest	241,142	273,321	235,319	86.10%	
601-494-9400-46200	Fiscal Agent Fees - Bond Payments	16,014	800	180	22.50%	
601-494-9400-46250	Fiscal Agent Fees - Bond Issuance	-	53,811	-	0.00%	
601-494-9400-47200	Transfer Out	40,427	-	-	#DIV/0!	
Total Misc. and Non-operating		\$ 913,113	\$ 928,903	\$ 517,584	55.72%	
Total Water Fund Expenses:		\$ 1,451,257	\$ 1,361,838	\$ 1,152,601	84.64%	
Total Water Fund Revs. Over/(Under) Expenses:		\$ 3,749,243	\$ 1,166,801	\$ 877,957	75.24%	

602 Sewer Fund

CITY OF LAKE ELMO
SEPTEMBER 30, 2017 FINANCIAL STATEMENTS
General Fund and Utility Funds

<u>Account Number</u>	<u>Description</u>	<u>2016 Actual</u>	<u>2017 Adopted</u>	<u>2017 YTD - Sept. 30</u>	<u>2017 Percent Used</u>	<u>Comments</u>
Sewer Fund Revenues:						
602-000-0000-36100	Special Assessments	21,073	62,133	33,535	53.97%	2nd half in December.
602-000-0000-36210	Interest on Investments	14,584	12,699	-	0.00%	Done at audit.
602-000-0000-37200	Sewer Sales	120,974	177,228	96,416	54.40%	
602-000-0000-37220	SAC Early Pay discount/revenue	8,474	-	5,168	#DIV/0!	
602-000-0000-37240	Sewer Connecton Fee Revenue	803,000	1,462,000	1,267,620	86.70%	SAC
602-000-0000-37260	Sewer Connection Fees Municipal	383,500	466,500	388,480	83.28%	
Total Sewer Fund Revenues:		\$ 1,351,605	\$ 2,180,560	\$ 1,791,219	82.14%	
Sewer Fund Expenses:						
Personnel						
602-495-9450-41010	Full-time Salaries	39,678	65,606	21,398	32.62%	On call pay and salary allocations.
602-495-9450-41210	PERA Contributions	4,270	4,920	1,600	32.52%	
602-495-9450-41220	FICA Contributions	1,987	4,068	1,282	31.51%	
602-495-9450-41230	Medicare Contributions	464	951	300	31.54%	
602-495-9450-41300	Insurance	8,352	13,121	5,342	40.71%	
602-495-9450-41510	Workers Compensation	989	2,625	2,004	76.36%	
Total Personnel		\$ 55,739	\$ 91,291	\$ 31,926	34.97%	
Materials and Supplies						
602-495-9450-42270	Repair/Maint. Supplies	5,873	1,000	1,214	121.40%	Increased budget in 2018.
602-495-9450-42400	Small Tools & Minor Equipment	2,860	500	2,344	468.72%	Hydrant diffuser and valve wrench.
Total Materials and Supplies		\$ 8,732	\$ 1,500	\$ 3,558	237.17%	
Charges and Services						
602-495-9450-43030	Engineering Services	-	20,000	4,429	22.14%	
602-495-9450-43150	Contract Services	8,059	5,000	32,200	644.01%	Gopher State One and Acctg contract allocation.
602-495-9450-43180	Software Support	4,591	6,000	10,088	168.14%	IT costs
602-495-9450-43210	Telephone	1,008	1,500	828	55.20%	
602-495-9450-43220	Postage	-	1,175	-	0.00%	
602-495-9450-43310	Mileage	-	100	-	0.00%	
602-495-9450-43610	Insurance	581	2,000	603	30.17%	
602-495-9450-43810	Electric Utility	5,125	5,000	3,985	79.70%	
602-495-9450-43820	Sewer Utility - Met Council	16,621	44,514	34,814	78.21%	
602-495-9450-44030	Repairs\Maint Imp Not Bldgs	1,391	1,200	31,835	2652.92%	LE Ave Forcemain Repair.
602-495-9450-44370	Conferences & Training	80	1,500	3,285	219.00%	
Total Charges and Services		\$ 37,456	\$ 87,989	\$ 122,068	138.73%	
Miscellaneous and Non-operating						
602-495-9450-43320	Depreciation Expense	132,265	86,561	-	0.00%	Done at audit.
602-495-9450-44300	Miscellaneous Expenses	26,036	300	310	103.33%	
602-495-9450-46010	Bond Principal	-	-	220,000	#DIV/0!	
602-495-9450-46110	Bond Interest	116,715	85,337	124,318	145.68%	
602-495-9450-46250	Fiscal Agent Fees	3,707	42,313	-	0.00%	
602-495-9450-47200	Transfer Out	102,678	-	-	#DIV/0!	
Total Misc. and Non-operating		\$ 381,401	\$ 214,511	\$ 344,628	160.66%	
Total Sewer Fund Expenses:		\$ 483,328	\$ 395,291	\$ 502,179	127.04%	
Total Sewer Fund Revs. Over/(Under) Expenses:		\$ 868,277	\$ 1,785,269	\$ 1,289,039	72.20%	

603 Storm Water Fund

Storm Water Fund Revenues:

603-000-0000-36100	Special Assessments	-	5,000	-	0.00%	2nd half in December.
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CITY OF LAKE ELMO
SEPTEMBER 30, 2017 FINANCIAL STATEMENTS
General Fund and Utility Funds

<u>Account Number</u>	<u>Description</u>	<u>2016 Actual</u>	<u>2017 Adopted</u>	<u>2017 YTD - Sept. 30</u>	<u>2017 Percent Used</u>	<u>Comments</u>
603-000-0000-36210	Interest on Investment	15,933	2,603	-	0.00%	Done at audit.
603-000-0000-37100	Surface Water Utility Sales	185,858	282,360	185,598	65.73%	
603-000-0000-37140	SW Review Fee Revenue	27,375	29,375	29,350	99.91%	
Total Storm Water Fund Revenues:		\$ 229,166	\$ 319,338	\$ 214,948	67.31%	
Storm Water Fund Expenses:						
Personnel						
603-496-9500-41010	Full-time Salaries	20,591	36,630	10,174	27.78%	Salary allocations.
603-496-9500-41210	PERA Contributions	2,408	2,747	756	27.52%	
603-496-9500-41220	FICA Contributions	1,129	2,271	602	26.49%	
603-496-9500-41230	Medicare Contributions	264	531	141	26.49%	
603-496-9500-41300	Insurance	5,856	7,326	5,165	70.50%	
603-496-9500-41510	Workers' Compensation	-	1,465	1,150	78.52%	
Total Personnel		\$ 30,247	\$ 50,970	\$ 17,988	35.29%	
Materials and Supplies						
603-496-9500-42000	Office Supplies	499	500	247	49.40%	
603-496-9500-42270	Repair/Maint. Maint Supplies	3,972	1,000	44	4.45%	
603-496-9500-42400	Small Tools & Minor Equipment	-	1,000	329	32.90%	
Total Materials and Supplies		\$ 4,471	\$ 2,500	\$ 620	24.82%	
Charges and Services						
603-496-9500-43030	Engineering Services	11,827	20,000	4,875	24.38%	
603-496-9500-43150	Contract Services	2,400	10,000	7,270	72.70%	Acctg Contract - 5%
603-496-9500-43180	Software Support	4,067	8,400	5,426	64.60%	IT cost allocation too.
603-496-9500-43220	Postage	1,800	1,645	-	0.00%	
603-496-9500-43610	Insurance	-	1,500	-	0.00%	
603-496-9500-44010	Street Sweeping	10,318	20,000	14,842	74.21%	
603-496-9500-44030	Repairs/Maint Not Bldg	1,368	3,000	-	0.00%	
603-496-9500-44370	Conferences & Training	2,500	2,500	1,250	50.00%	
Total Charges and Services		\$ 34,280	\$ 67,045	\$ 33,662	50.21%	
Capital Outlay						
603-496-9500-45300	Improvements Other Than Bldgs	-	20,000	-	0.00%	
Total Capital Outlay		\$ -	\$ 20,000	\$ -	0.00%	
Miscellaneous and Non-operating						
603-496-9500-43320	Depreciation Expense	15,963	85,090	-	0.00%	Done at audit.
603-496-9500-44300	Miscellaneous Expenses	20,577	400	677	169.25%	
603-496-9500-46010	Bond Principal	-	-	-	#DIV/0!	
603-496-9500-46110	Bond Interest	44,765	62,171	62,171	100.00%	
Total Misc. and Non-operating		\$ 81,305	\$ 147,661	\$ 62,848	42.56%	
Total Storm Water Fund Expenses:		\$ 150,303	\$ 288,176	\$ 115,119	39.95%	
Total Storm Water Fund Revs. Over/(Under) Expenses:		\$ 78,863	\$ 31,162	\$ 99,829	320.36%	



STAFF REPORT

DATE: November 7, 2017
CONSENT #5

AGENDA ITEM: Lake Elmo Baseball Association's Donation
TO: Mayor and City Council
SUBMITTED BY: Kristina Handt, City Administrator

BACKGROUND:

State statute requires that cities accept donations via resolution. The Lake Elmo Baseball Association has donated \$5,400 to the City of Lake Elmo to be used for the expansion of the baselines at Lion's Park to 75 feet.

ISSUE BEFORE COUNCIL:

Should Council accept the donation of \$5,400 from the Lake Elmo Baseball Association?

PROPOSAL:

The Lake Elmo Baseball Association donated \$5,400 so that the baselines could be extended from the typical 60 feet to 75 feet at Lions' Park. The Council approved the change order at the October 3, 2017 meeting.

FISCAL IMPACT:

The donation covers the cost of the change order. If costs come in less than the change order, the left over funds would be returned to Lake Elmo Baseball per the monetary donation form (attached).

OPTIONS:

- 1) Approve Resolution No 2017-128
- 2) Amend and then Approve Resolution No 2017-128
- 3) Don not accept the donation from the Lake Elmo Baseball Association

RECOMMENDATION:

Motion to approve Resolution No 2017-128

ATTACHMENTS:

- Resolution No 2017-128
- Monetary Donation Form

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

RESOLUTION NO. 2017-128

**A RESOLUTION ACCEPTING DONATED FUNDS FROM THE LAKE ELMO
BASEBALL ASSOCIATION**

WHEREAS, Minnesota Statutes Section 465.03 provides that donations to the City be accepted by resolution of the City Council; and

WHEREAS, the City is specifically authorized to accept gifts and bequests for the benefit of recreational services pursuant to Minnesota Statutes Section 471.17; and

WHEREAS, the Lake Elmo Baseball Association has donated \$5,400 to the City of Lake Elmo for baseline extensions at Lions Park; and

WHEREAS, the City Council of the City of Lake Elmo agrees that said contribution would be of benefit to the citizens of Lake Elmo; and

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Lake Elmo, Minnesota, does hereby acknowledge and agree to accept said donation of \$5,400 from the Lake Elmo Baseball Association on behalf of the citizens of Lake Elmo.

BE IT FURTHER RESOLVED that the City Council of the City of Lake Elmo designates the funds should be allocated only for baseline extensions at Lions Park. Any remaining funds will be returned to Lake Elmo Baseball.

APPROVED by the Lake Elmo City Council on this 7th day of November, 2017.

By: _____

Mike Pearson
Mayor

ATTEST:

Julie Johnson
City Clerk



MONETARY DONATION FORM

DONOR INFORMATION

Name: LAKE ELMO TRAVELING BASEBALL ASSOC.
Address: PO BOX 226 LAKE ELMO, MN 55042
Phone: 651 245 1659
Email: bdviessman@gmail.com

Hereby gives to the City of Lake Elmo \$ 5,400.00 for the purpose of Extending the baselines on Lion's Field from 60ft. to 75ft.

Any funds in excess of the amount required for the above purpose:

- may be used for _____
- shall be returned to the Donor
- may be applied to any other project or fund deemed appropriate by the City Administrator of the City of Lake Elmo.

The City of Lake Elmo will make reasonable efforts to accommodate the intended purpose of the donation but reserves the right to utilize, relocate and/or dispose of any item through donated funds as the City of Lake Elmo may deem fit.

Brenda J. Viessman
Donor

Oct. 16, 2017
Date

Donor

Date

Recommended:

Department Head

Date

Accepted:

Kurt Hunt
City Administrator

10/17/17
Date



STAFF REPORT

DATE: November 7, 2017

CONSENT

ITEM #6

RESOLUTION - #2017-119

TO: City Council
FROM: Brian A. Swanson – Finance Director
Amy LaBelle - Accountant
AGENDA ITEM: Authorize Certification of Delinquent Storm Water Utility Bills
REVIEWED BY: Kristina Handt – City Administrator

BACKGROUND:

Annually, Storm Water utility bills are sent to property owners who receive this utility service. In addition, past practice is that delinquent property owners are sent another notice stating payment is due. Based upon this, delinquent property owners have until November 27, 2017 to make payment in full. For those amounts that remain unpaid, the City of Lake Elmo has authority under Minnesota State Statute 444.075, subdivision 3, to certify the delinquent balance to the property owner. For those property owners to be certified, the City prepares an assessment roll, and sends it to Washington County in November 2017. Upon receipt, Washington County will then certify the amount to the property owner as part of their property taxes for payment in 2018.

QUESTIONS BEFORE THE CITY COUNCIL:

- 1) Does the City Council approve of certifying delinquent storm water amounts to Washington County for payment on the 2018 property taxes?

DISCUSSION:

The Storm Water Fund is one of three utility funds the City operates, which are enterprise funds and therefore meant to operate similar to a business enterprise. As such, utility rates are reviewed on a regular basis and are set based on full and timely payment. The certification process is a tool that enables the City to receive payment for the storm water services it provides for those accounts that become delinquent. For storm water, all parcels in the City are charged a fee, which varies by property type.

FISCAL IMPACT:

As of November 1, 2017, the number of properties that will be certified for storm water is 368 for a total of \$39,609.41. As payments continue to be made this number will decrease until the cutoff date of November 27, 2017. For reference, below are the certified number of accounts and amounts for the last 3 years based on tax year for storm water:

Pay 2017: Number of accounts: 154 – Amount: \$14,430.87
Pay 2016: Number of accounts: 182 – Amount: \$16,903.66
Pay 2015: Number of accounts: 198 – Amount: \$22,667.47

RECOMMENDATION:

- 1) *“Motion to Adopt Resolution No. 2017-119 authorizing certification of delinquent storm water utility bills to be sent to Washington County, MN, which will be assessed on property owners taxes payable in 2018.”*

ATTACHMENTS:

- 1) Resolution No. 2017-119 – authorizing certification of delinquent storm water utility bills to be sent to Washington County, MN, which will be assessed on property owners for taxes payable in 2018.
- 2) Delinquent Storm Water Accounts as of 11-1-17.

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

RESOLUTION NO. 2017-119

**RESOLUTION AUTHORIZING CERTIFICATION OF DELINQUENT STORM
WATER UTILITY BILLS TO BE SENT TO WASHINGTON
COUNTY, MN, WHICH WILL BE ASSESSED ON PROPERTY OWNERS TAXES
PAYABLE IN 2018**

WHEREAS, Minn. Stat. 444.075, subdivision. 3, permits certification of unpaid charges to the county auditor for collection with taxes payable;

WHEREAS, the Municipal Code for the City of Lake Elmo contains a provision to certify delinquent accounts to the County Auditor for the collection with taxes payable.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LAKE ELMO, MINNESOTA, THAT:

1. The list of delinquent accounts, a copy of which is attached hereto as “Delinquent Storm Water Accounts as of 11-1-17”, and made part hereof, is hereby accepted and shall be certified to the Washington County Auditor for collection with taxes payable.
2. The certified amount shall be payable over a period of one year.
3. The owner of the property may at any time prior to certification to the County Auditor, pay the delinquent storm water amount to the City of Lake Elmo.
4. The City Finance Director shall forthwith transmit information to the County Auditor to be extended on the property tax lists of Washington County. Such delinquent accounts shall be collected and paid over in the same manner as other municipal taxes.

ADOPTED, by the Lake Elmo City Council on the 7th day of November, 2017.

Mike Pearson
Mayor

ATTEST:

Julie Johnson
City Clerk

**CITY OF LAKE ELMO
DELINQUENT STORM WATER ACCOUNTS
AS OF NOVEMBER 1, 2017**

ACCOUNT	PROPERTY ID	BALANCE	CERT. FEE	TOTAL
05-00031650-00-0	1402921320024	\$ 1,836.42	\$ 146.91	\$ 1,983.33
05-00031350-00-9	3402921340004	874.23	69.94	944.17
05-00030060-00-2	3302921440036	832.02	66.56	898.58
05-00000370-00-7	1002921120002	409.39	32.75	442.14
05-00000950-00-3	1502921410001	393.28	31.46	424.74
05-00030820-00-6	1602921420002	346.16	27.69	373.85
05-00024180-00-8	2702921420004	335.79	26.86	362.65
05-00029410-00-3	2702921410003	335.79	26.86	362.65
05-00029420-00-6	2702921140004	335.79	26.86	362.65
05-00029520-00-3	2702921420002	335.79	26.86	362.65
05-00029530-00-6	2702921420003	335.79	26.86	362.65
05-00029580-00-1	2702921430004	335.79	26.86	362.65
05-00029590-00-4	2702921430006	335.79	26.86	362.65
05-00029600-00-4	2702921430006	335.79	26.86	362.65
05-00029610-00-7	2702921430007	335.79	26.86	362.65
05-00029680-00-8	2702921440005	335.79	26.86	362.65
05-00029690-00-1	2702921440006	335.79	26.86	362.65
05-00029700-00-1	2702921440007	335.79	26.86	362.65
05-00029710-00-4	2702921440008	335.79	26.86	362.65
05-00029720-00-7	2702921440009	335.79	26.86	362.65
05-00000420-00-9	1002921420001	251.38	25.00	276.38
05-00000410-00-6	1002921310001	231.07	25.00	256.07
05-00020920-00-0	2202921220014	220.00	25.00	245.00
05-00026990-00-5	0402921330015	182.05	25.00	207.05
05-00027020-00-0	0502921440016	182.05	25.00	207.05
05-00000880-00-5	1402921430001	168.64	25.00	193.64
05-00025630-00-7	3502921340001	165.00	25.00	190.00
05-00027060-00-2	0702920220004	165.00	25.00	190.00
05-00027070-00-5	0702920230010	165.00	25.00	190.00
05-00028300-00-4	1202921140009	165.00	25.00	190.00
05-00028370-00-5	1202921420014	165.00	25.00	190.00
05-00001200-00-8	3302921120003	164.29	25.00	189.29
05-00001180-00-5	3302921110002	164.23	25.00	189.23
05-00001170-00-2	3302921110001	164.19	25.00	189.19
05-00001190-00-8	3302921120001	160.47	25.00	185.47
05-00000960-00-6	1502921420004	157.00	25.00	182.00
05-00000300-00-6	0402921130002	138.16	25.00	163.16

**CITY OF LAKE ELMO
DELINQUENT STORM WATER ACCOUNTS
AS OF NOVEMBER 1, 2017**

ACCOUNT	PROPERTY ID	BALANCE	CERT. FEE	TOTAL
05-00013610-00-0	1202921210003	115.50	25.00	140.50
05-00014090-00-1	1202921420028	115.50	25.00	140.50
05-00023920-00-7	2602921110002	115.50	25.00	140.50
05-00026800-00-1	0202921140026	115.50	25.00	140.50
05-00030030-00-3	3602921240001	114.09	25.00	139.09
05-00001330-00-4	3502921430001	113.03	25.00	138.03
05-00000380-00-0	1002921130002	105.36	25.00	130.36
05-00000170-00-3	0202921310005	99.45	25.00	124.45
05-00031810-00-2	0402921140004	97.35	25.00	122.35
05-00029270-00-7	2402921130004	92.65	25.00	117.65
05-00031780-00-6	0102921220002	88.18	25.00	113.18
05-00001320-00-1	3502921420001	88.15	25.00	113.15
05-00000180-00-6	0202921320002	84.13	25.00	109.13
05-00015860-00-7	1302921340025	83.41	25.00	108.41
05-00000350-00-1	0402921410003	76.03	25.00	101.03
05-00002410-00-4	0202921120006	72.05	25.00	97.05
05-00030270-00-9	1302921230046	70.00	25.00	95.00
05-00001340-00-7	3502921440006	69.23	25.00	94.23
05-00030210-00-1	1302921230018	68.61	25.00	93.61
05-00021680-00-6	2402921140007	66.00	25.00	91.00
05-00029840-00-0	2802921140002	62.46	25.00	87.46
05-00024920-00-6	3402921120009	61.05	25.00	86.05
05-00004870-00-8	0402921220020	60.50	25.00	85.50
05-00007180-00-9	0602920310025	60.50	25.00	85.50
05-00012810-00-5	1102921420009	60.50	25.00	85.50
05-00017270-00-6	1502921320032	60.50	25.00	85.50
05-00026760-00-2	0202921140022	60.50	25.00	85.50
05-00030800-00-0	1602921410031	59.48	25.00	84.48
05-00001900-00-7	2802921110010	55.00	25.00	80.00
05-00002090-00-0	0102921230008	55.00	25.00	80.00
05-00002190-00-7	0102921340002	55.00	25.00	80.00
05-00002300-00-4	0102921440020	55.00	25.00	80.00
05-00002350-00-9	0102921440025	55.00	25.00	80.00
05-00002400-00-1	0202921110012	55.00	25.00	80.00
05-00002460-00-9	0202921230001	55.00	25.00	80.00
05-00002590-00-5	0202921410012	55.00	25.00	80.00
05-00002640-00-7	0202921430001	55.00	25.00	80.00

**CITY OF LAKE ELMO
DELINQUENT STORM WATER ACCOUNTS
AS OF NOVEMBER 1, 2017**

ACCOUNT	PROPERTY ID	BALANCE	CERT. FEE	TOTAL
05-00002880-00-3	0302921120003	55.00	25.00	80.00
05-00003070-00-3	0302921140009	55.00	25.00	80.00
05-00003150-00-4	0302921210008	55.00	25.00	80.00
05-00003330-00-2	0302921310011	55.00	25.00	80.00
05-00003370-00-4	0302921320003	55.00	25.00	80.00
05-00003510-00-0	0302921320018	55.00	25.00	80.00
05-00003550-00-2	0302921330003	55.00	25.00	80.00
05-00003580-00-1	0302921330006	55.00	25.00	80.00
05-00003710-00-4	0302921340001	55.00	25.00	80.00
05-00003930-00-4	0302921410009	55.00	25.00	80.00
05-00003960-00-3	0302921420004	55.00	25.00	80.00
05-00004010-00-4	0302921420009	55.00	25.00	80.00
05-00004020-00-7	0302921420010	55.00	25.00	80.00
05-00004100-00-8	0302921430010	55.00	25.00	80.00
05-00004240-00-7	0302921440011	55.00	25.00	80.00
05-00004470-00-0	0402921120014	55.00	25.00	80.00
05-00004610-00-6	0402921210011	55.00	25.00	80.00
05-00004720-00-6	0402921220005	55.00	25.00	80.00
05-00004750-00-5	0402921220008	55.00	25.00	80.00
05-00004760-00-8	0402921220009	55.00	25.00	80.00
05-00004990-00-1	0402921230010	55.00	25.00	80.00
05-00005000-00-0	0402921230011	55.00	25.00	80.00
05-00005030-00-9	0402921230015	55.00	25.00	80.00
05-00005450-00-3	0402921330038	55.00	25.00	80.00
05-00005470-00-9	0402921330044	55.00	25.00	80.00
05-00005690-00-9	0402921440017	55.00	25.00	80.00
05-00005810-00-9	0502921110009	55.00	25.00	80.00
05-00005900-00-3	0502921130003	55.00	25.00	80.00
05-00005950-00-8	0502921140006	55.00	25.00	80.00
05-00005980-00-7	0502921140009	55.00	25.00	80.00
05-00006090-00-6	0502921410003	55.00	25.00	80.00
05-00006220-00-9	0502921420014	55.00	25.00	80.00
05-00006300-00-0	0502921420022	55.00	25.00	80.00
05-00006600-00-1	0502921430024	55.00	25.00	80.00
05-00006680-00-5	0502921440005	55.00	25.00	80.00
05-00006830-00-4	0502921440028	55.00	25.00	80.00
05-00006860-00-3	0502921440032	55.00	25.00	80.00

**CITY OF LAKE ELMO
DELINQUENT STORM WATER ACCOUNTS
AS OF NOVEMBER 1, 2017**

ACCOUNT	PROPERTY ID	BALANCE	CERT. FEE	TOTAL
05-00007170-00-6	0602920310024	55.00	25.00	80.00
05-00007240-00-4	0602920310032	55.00	25.00	80.00
05-00007490-00-3	0602920320019	55.00	25.00	80.00
05-00007670-00-1	0602920320044	55.00	25.00	80.00
05-00007900-00-1	0602920320067	55.00	25.00	80.00
05-00008120-00-0	0602920330022	55.00	25.00	80.00
05-00008130-00-3	0602920330023	55.00	25.00	80.00
05-00008270-00-2	0802921110011	55.00	25.00	80.00
05-00008490-00-2	0902921110004	55.00	25.00	80.00
05-00008640-00-1	0902921110022	55.00	25.00	80.00
05-00008690-00-6	0902921130004	55.00	25.00	80.00
05-00008950-00-5	0902921220007	55.00	25.00	80.00
05-00008990-00-7	0902921220012	55.00	25.00	80.00
05-00009000-00-6	0902921220013	55.00	25.00	80.00
05-00009010-00-9	0902921220014	55.00	25.00	80.00
05-00009020-00-2	0902921220015	55.00	25.00	80.00
05-00009120-00-9	0902921230006	55.00	25.00	80.00
05-00009400-00-4	0902921310006	55.00	25.00	80.00
05-00009640-00-0	0902921320003	55.00	25.00	80.00
05-00009710-00-8	0902921320010	55.00	25.00	80.00
05-00009880-00-6	0902921320030	55.00	25.00	80.00
05-00010030-00-7	0902921330016	55.00	25.00	80.00
05-00010070-00-9	0902921330020	55.00	25.00	80.00
05-00010200-00-2	0902921340013	55.00	25.00	80.00
05-00010870-00-5	0902921430018	55.00	25.00	80.00
05-00010920-00-7	0902921430023	55.00	25.00	80.00
05-00011140-00-6	0902921440014	55.00	25.00	80.00
05-00011190-00-1	0902921440019	55.00	25.00	80.00
05-00011200-00-1	0902921440020	55.00	25.00	80.00
05-00011240-00-3	0902921440024	55.00	25.00	80.00
05-00011260-00-9	0902921440026	55.00	25.00	80.00
05-00011430-00-4	1002921210015	55.00	25.00	80.00
05-00011730-00-5	1002921220023	55.00	25.00	80.00
05-00011760-00-4	1002921240009	55.00	25.00	80.00
05-00011850-00-8	1002921240020	55.00	25.00	80.00
05-00011950-00-5	1002921310002	55.00	25.00	80.00
05-00012120-00-9	1002921320009	55.00	25.00	80.00

**CITY OF LAKE ELMO
DELINQUENT STORM WATER ACCOUNTS
AS OF NOVEMBER 1, 2017**

ACCOUNT	PROPERTY ID	BALANCE	CERT. FEE	TOTAL
05-00012200-00-0	1002921410018	55.00	25.00	80.00
05-00012250-00-5	1002921410003	55.00	25.00	80.00
05-00012310-00-0	1102921140005	55.00	25.00	80.00
05-00012450-00-9	1102921310010	55.00	25.00	80.00
05-00012510-00-4	1102921330004	55.00	25.00	80.00
05-00012800-00-2	1102921420008	55.00	25.00	80.00
05-00012950-00-4	1202921110008	55.00	25.00	80.00
05-00013080-00-9	1202921110021	55.00	25.00	80.00
05-00013090-00-2	1202921110022	55.00	25.00	80.00
05-00013120-00-8	1202921110025	55.00	25.00	80.00
05-00013340-00-8	1202921120020	55.00	25.00	80.00
05-00013400-00-3	1202921130011	55.00	25.00	80.00
05-00013480-00-7	1202921140012	55.00	25.00	80.00
05-00013630-00-6	1202921220005	55.00	25.00	80.00
05-00013830-00-0	1202921410019	55.00	25.00	80.00
05-00013950-00-3	1202921410032	55.00	25.00	80.00
05-00014000-00-4	1202921420019	55.00	25.00	80.00
05-00014120-00-7	1202921420031	55.00	25.00	80.00
05-00014140-00-3	1202921420033	55.00	25.00	80.00
05-00014190-00-8	1202921420038	55.00	25.00	80.00
05-00014320-00-1	1202921430018	55.00	25.00	80.00
05-00014450-00-7	1302921120005	55.00	25.00	80.00
05-00014480-00-6	1302921230008	55.00	25.00	80.00
05-00014620-00-2	1302921230042	55.00	25.00	80.00
05-00015040-00-5	1302921320038	55.00	25.00	80.00
05-00015060-00-1	1302921320040	55.00	25.00	80.00
05-00015290-00-4	1302921320084	55.00	25.00	80.00
05-00015350-00-9	1302921330004	55.00	25.00	80.00
05-00015390-00-1	1302921330009	55.00	25.00	80.00
05-00015450-00-6	1302921330018	55.00	25.00	80.00
05-00015660-00-3	1302921340004	55.00	25.00	80.00
05-00015680-00-9	1302921340007	55.00	25.00	80.00
05-00015760-00-0	1302921340015	55.00	25.00	80.00
05-00015780-00-6	1302921340017	55.00	25.00	80.00
05-00015900-00-6	1302921340029	55.00	25.00	80.00
05-00015970-00-7	1302921430003	55.00	25.00	80.00
05-00015980-00-0	1302921430007	55.00	25.00	80.00

**CITY OF LAKE ELMO
DELINQUENT STORM WATER ACCOUNTS
AS OF NOVEMBER 1, 2017**

ACCOUNT	PROPERTY ID	BALANCE	CERT. FEE	TOTAL
05-00016010-00-5	1302921430010	55.00	25.00	80.00
05-00016530-00-6	1402921410012	55.00	25.00	80.00
05-00016570-00-8	1402921410016	55.00	25.00	80.00
05-00016630-00-3	1402921410027	55.00	25.00	80.00
05-00016660-00-2	1402921420002	55.00	25.00	80.00
05-00016760-00-9	1402921440009	55.00	25.00	80.00
05-00016770-00-2	1402921440010	55.00	25.00	80.00
05-00016790-00-8	1402921440012	55.00	25.00	80.00
05-00016870-00-9	1402921440020	55.00	25.00	80.00
05-00016880-00-2	1402921440021	55.00	25.00	80.00
05-00017140-00-0	1502921320033	55.00	25.00	80.00
05-00017170-00-9	1502921320013	55.00	25.00	80.00
05-00017250-00-0	1502921320022	55.00	25.00	80.00
05-00017300-00-2	1502921320027	55.00	25.00	80.00
05-00017370-00-3	1502921330005	55.00	25.00	80.00
05-00017420-00-5	1502921330012	55.00	25.00	80.00
05-00017470-00-0	1502921330018	55.00	25.00	80.00
05-00017480-00-3	1502921330019	55.00	25.00	80.00
05-00017500-00-6	1502921330021	55.00	25.00	80.00
05-00017530-00-5	1502921330027	55.00	25.00	80.00
05-00017560-00-4	1502921330040	55.00	25.00	80.00
05-00017610-00-6	1502921340002	55.00	25.00	80.00
05-00017640-00-5	1502921340006	55.00	25.00	80.00
05-00017660-00-1	1502921420003	55.00	25.00	80.00
05-00017830-00-6	1602921130017	55.00	25.00	80.00
05-00017860-00-5	1602921130020	55.00	25.00	80.00
05-00018090-00-7	1602921140015	55.00	25.00	80.00
05-00018230-00-3	1602921140029	55.00	25.00	80.00
05-00018380-00-5	1602921210008	55.00	25.00	80.00
05-00018490-00-5	1602921210019	55.00	25.00	80.00
05-00018500-00-5	1602921210020	55.00	25.00	80.00
05-00018620-00-8	1602921220011	55.00	25.00	80.00
05-00018800-00-6	1602921220031	55.00	25.00	80.00
05-00018890-00-3	1602921340019	55.00	25.00	80.00
05-00018900-00-3	1602921340020	55.00	25.00	80.00
05-00018950-00-8	1602921410005	55.00	25.00	80.00
05-00019020-00-5	1602921410012	55.00	25.00	80.00

**CITY OF LAKE ELMO
DELINQUENT STORM WATER ACCOUNTS
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ACCOUNT	PROPERTY ID	BALANCE	CERT. FEE	TOTAL
05-00019260-00-1	2102921120009	55.00	25.00	80.00
05-00019280-00-7	2102921120011	55.00	25.00	80.00
05-00019360-00-8	2102921120022	55.00	25.00	80.00
05-00019700-00-8	2102921130004	55.00	25.00	80.00
05-00019830-00-4	2102921130019	55.00	25.00	80.00
05-00019880-00-9	2102921140008	55.00	25.00	80.00
05-00020220-00-1	2102921220007	55.00	25.00	80.00
05-00020310-00-5	2102921230006	55.00	25.00	80.00
05-00020320-00-8	2102921230007	55.00	25.00	80.00
05-00020450-00-4	2102921240006	55.00	25.00	80.00
05-00020670-00-4	2102921340004	55.00	25.00	80.00
05-00020732-00-1	2102921340014	55.00	25.00	80.00
05-00020900-00-4	2202921220012	55.00	25.00	80.00
05-00021070-00-1	2302921110004	55.00	25.00	80.00
05-00021140-00-9	2402921110010	55.00	25.00	80.00
05-00021580-00-9	2402921120041	55.00	25.00	80.00
05-00021690-00-9	2402921140008	55.00	25.00	80.00
05-00021700-00-9	2402921140009	55.00	25.00	80.00
05-00021760-00-7	2402921210007	55.00	25.00	80.00
05-00021920-00-9	2402921210024	55.00	25.00	80.00
05-00021980-00-7	2402921220004	55.00	25.00	80.00
05-00022200-00-3	2402921310003	55.00	25.00	80.00
05-00022210-00-6	2402921310004	55.00	25.00	80.00
05-00022260-00-1	2402921310009	55.00	25.00	80.00
05-00022440-00-9	2402921320013	55.00	25.00	80.00
05-00022600-00-1	2402921330012	55.00	25.00	80.00
05-00022790-00-5	2402921420014	55.00	25.00	80.00
05-00022850-00-0	2402921420020	55.00	25.00	80.00
05-00022860-00-3	2402921420021	55.00	25.00	80.00
05-00022930-00-1	2402921430003	55.00	25.00	80.00
05-00022980-00-6	2402921430009	55.00	25.00	80.00
05-00023140-00-7	2402921440004	55.00	25.00	80.00
05-00023280-00-6	2402921440018	55.00	25.00	80.00
05-00023440-00-8	2502921320023	55.00	25.00	80.00
05-00023490-00-3	2502921320029	55.00	25.00	80.00
05-00023540-00-5	2502921330005	55.00	25.00	80.00
05-00023670-00-1	2502921330018	55.00	25.00	80.00

**CITY OF LAKE ELMO
DELINQUENT STORM WATER ACCOUNTS
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ACCOUNT	PROPERTY ID	BALANCE	CERT. FEE	TOTAL
05-00023700-00-7	2502921340002	55.00	25.00	80.00
05-00023810-00-7	2502921340013	55.00	25.00	80.00
05-00023930-00-0	2602921330001	55.00	25.00	80.00
05-00023980-00-5	2602921430002	55.00	25.00	80.00
05-00024230-00-0	2702921420013	55.00	25.00	80.00
05-00024480-00-9	2802921120021	55.00	25.00	80.00
05-00024690-00-6	2802921140007	55.00	25.00	80.00
05-00024700-00-6	2802921140008	55.00	25.00	80.00
05-00024830-00-2	2802921440002	55.00	25.00	80.00
05-00024870-00-4	3402921120004	55.00	25.00	80.00
05-00025050-00-1	3402921210014	55.00	25.00	80.00
05-00025100-00-3	3402921220001	55.00	25.00	80.00
05-00025360-00-5	3402921240004	55.00	25.00	80.00
05-00025370-00-8	3402921240005	55.00	25.00	80.00
05-00025530-00-0	3502921110004	55.00	25.00	80.00
05-00025550-00-6	3502921110006	55.00	25.00	80.00
05-00025580-00-5	3502921120003	55.00	25.00	80.00
05-00025590-00-8	3502921120004	55.00	25.00	80.00
05-00025610-00-1	3502921140004	55.00	25.00	80.00
05-00025670-00-9	3502921410005	55.00	25.00	80.00
05-00025750-00-0	3502921420005	55.00	25.00	80.00
05-00025820-00-8	3502921440007	55.00	25.00	80.00
05-00025850-00-7	3602921320007	55.00	25.00	80.00
05-00025960-00-7	0102921110017	55.00	25.00	80.00
05-00026050-00-0	0102921130012	55.00	25.00	80.00
05-00026130-00-1	0102921130021	55.00	25.00	80.00
05-00026220-00-5	0102921130030	55.00	25.00	80.00
05-00026270-00-0	0102921140001	55.00	25.00	80.00
05-00026280-00-3	0102921140004	55.00	25.00	80.00
05-00026420-00-9	0102921140021	55.00	25.00	80.00
05-00026460-00-1	0102921440005	55.00	25.00	80.00
05-00026530-00-9	0202921110006	55.00	25.00	80.00
05-00026720-00-0	0202921140018	55.00	25.00	80.00
05-00026810-00-4	0202921140027	55.00	25.00	80.00
05-00026910-00-1	0302921210007	55.00	25.00	80.00
05-00027030-00-3	0602920310011	55.00	25.00	80.00
05-00027080-00-8	0802921110009	55.00	25.00	80.00

**CITY OF LAKE ELMO
DELINQUENT STORM WATER ACCOUNTS
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ACCOUNT	PROPERTY ID	BALANCE	CERT. FEE	TOTAL
05-00027240-00-0	0902921240018	55.00	25.00	80.00
05-00027320-00-1	1002921240002	55.00	25.00	80.00
05-00027350-00-0	1002921240008	55.00	25.00	80.00
05-00027410-00-5	1002921410016	55.00	25.00	80.00
05-00028040-00-5	1102921330018	55.00	25.00	80.00
05-00028060-00-1	1102921330021	55.00	25.00	80.00
05-00028070-00-4	1102921330022	55.00	25.00	80.00
05-00028400-00-1	1202921430013	55.00	25.00	80.00
05-00028410-00-4	1202921430014	55.00	25.00	80.00
05-00028430-00-0	1202921440010	55.00	25.00	80.00
05-00028590-00-5	1302921330003	55.00	25.00	80.00
05-00028750-00-7	1502921310007	55.00	25.00	80.00
05-00028780-00-6	1602921140007	55.00	25.00	80.00
05-00028980-00-0	2202921210017	55.00	25.00	80.00
05-00029000-00-2	2202921210019	55.00	25.00	80.00
05-00029290-00-3	2402921220003	55.00	25.00	80.00
05-00033100-00-8	3402921420013	55.00	25.00	80.00
05-00033110-00-1	3402921420012	55.00	25.00	80.00
05-00033180-00-2	3402921420018	55.00	25.00	80.00
05-00033190-00-5	3402921420007	55.00	25.00	80.00
05-00033220-00-1	3402921420016	55.00	25.00	80.00
05-00033290-00-2	3402921410011	55.00	25.00	80.00
05-00033360-00-0	3402921410014	55.00	25.00	80.00
05-00033550-00-1	3402921420032	55.00	25.00	80.00
05-00034070-00-1	3402921410050	55.00	25.00	80.00
05-00034100-00-7	3402921410053	55.00	25.00	80.00
05-00034110-00-0	3402921410054	55.00	25.00	80.00
05-00038410-00-7	3402921330016	55.00	25.00	80.00
05-00028310-00-7	1202921230002	54.50	25.00	79.50
05-00000830-00-0	1402921310001	53.22	25.00	78.22
05-00008290-00-8	0802921140065	50.00	25.00	75.00
05-00014420-00-8	1202921440016	50.00	25.00	75.00
05-00022910-00-5	2402921430001	50.00	25.00	75.00
05-00023010-00-1	2402921430012	50.00	25.00	75.00
05-00000320-00-2	0402921140005	49.97	25.00	74.97
05-00000840-00-3	1402921310002	46.74	25.00	71.74
05-00028420-00-7	1202921430015	46.25	25.00	71.25

**CITY OF LAKE ELMO
DELINQUENT STORM WATER ACCOUNTS
AS OF NOVEMBER 1, 2017**

ACCOUNT	PROPERTY ID	BALANCE	CERT. FEE	TOTAL
05-00019990-00-9	2102921210001	45.00	25.00	70.00
05-00031790-00-9	0102921230004	44.83	25.00	69.83
05-00017130-00-7	1502921320004	39.65	25.00	64.65
05-00037000-00-7	3602921320016	38.33	25.00	63.33
05-00000340-00-8	0402921410002	35.92	25.00	60.92
05-00037210-00-4	3602921320036	34.17	25.00	59.17
05-00005320-00-7	0402921330014	32.15	25.00	57.15
05-00006950-00-7	0502921440041	30.00	25.00	55.00
05-00030340-00-7	1302921230063	28.40	25.00	53.40
05-00029970-00-6	3602921120001	22.99	25.00	47.99
05-00030620-00-2	1302921320049	22.68	25.00	47.68
05-00009370-00-8	0902921310002	22.30	25.00	47.30
05-00010420-00-2	0902921410019	21.67	25.00	46.67
05-00027000-00-4	0402921330018	20.19	25.00	45.19
05-00020100-00-8	2102921210014	17.50	25.00	42.50
05-00017540-00-8	1502921330029	17.20	25.00	42.20
05-00026970-00-9	0402921330012	17.04	25.00	42.04
05-00026980-00-2	0402921330013	17.04	25.00	42.04
05-00030690-00-3	1602921410018	16.53	25.00	41.53
05-00008510-00-5	0902921110007	16.40	25.00	41.40
05-00001210-00-1	3302921420002	16.36	25.00	41.36
05-00028840-00-1	1602921340017	14.92	25.00	39.92
05-00012170-00-4	1002921430005	14.38	25.00	39.38
05-00000470-00-4	1102921140003	14.00	25.00	39.00
05-00026380-00-0	0102921140016	13.33	25.00	38.33
05-00022960-00-0	2402921430007	13.03	25.00	38.03
05-00023290-00-9	2402921440019	12.86	25.00	37.86
05-00000890-00-8	1402921440022	12.61	25.00	37.61
05-00009900-00-9	0902921330001	11.96	25.00	36.96
05-00030330-00-4	1302921230062	11.44	25.00	36.44
05-00001310-00-8	3502921340003	11.12	25.00	36.12
05-00015440-00-3	1302921330017	10.03	25.00	35.03
05-00006700-00-8	0502921440007	10.00	25.00	35.00
05-00011780-00-0	1002921240011	10.00	25.00	35.00
05-00015750-00-7	1302921340014	10.00	25.00	35.00
TOTALS:		\$ 30,158.01	\$ 9,451.40	\$ 39,609.41



STAFF REPORT

DATE: November 7, 2017
CONSENT
ITEM #: 7

AGENDA ITEM: Approve Annual Public Service Recognition Event, January 2018
SUBMITTED BY: Jake Foster, Assistant City Administrator
REVIEWED BY: Kristina Handt, City Administrator

BACKGROUND:

Per the Employee Recognition Policy adopted in December 2016, an annual event may be held to recognize the public service of City staff, Council members, and members of City committees, commissions and boards. The event must be preapproved by the City Council. An amount not to exceed \$500 will be provided for the annual event and must be expended as necessary to achieve the objectives of the City's Employee Recognition Policies. Immediate family or significant others of City staff, Council members, or members of City committees, commissions or boards may attend the annual recognition event at their own cost. Expenditure of public funds to purchase alcohol for the annual recognition event shall not be permitted.

ISSUE BEFORE COUNCIL:

Should the Council approve the Annual Public Service Recognition Event to take place in January 2018?

PROPOSAL:

Staff is seeking Council approval to spend up to \$500 for the annual recognition event. The funds would be used for the purchase of food and beverage. The suggested date is Thursday, January 18th at 6:00pm. If approved, staff would work to finalize the details and send out invites.

FISCAL IMPACT:

\$500 from the general fund

OPTIONS:

- 1) Approve \$500 for the annual public service recognition event in January 2018
- 2) Approve a lesser amount for the annual public service recognition event in January 2018
- 3) Approve a different date for the annual public service recognition event
- 4) Do not approve the annual recognition event.

RECOMMENDATION:

If removed from the consent agenda:

“Move to approve the Annual Public Service Recognition Event in January 2018 and the expenditure of up to \$500.”



STAFF REPORT

DATE: November 7, 2017
CONSENT
ITEM #: 8

TO: Mayor and City Council

FROM: Jake Foster, Assistant City Administrator

AGENDA ITEM: Adopt the Proposed Resolution 2017-120 to Approve State of MN Master Joint Powers Agreement Authorized Agency, and Court Data Services Subscriber Amendment to CJDN Subscriber Agreement

BACKGROUND: The City's prosecuting attorney firm, Johnson and Turner has requested that the City Council adopt a Resolution 2017-120 approving the State of MN Master Joint Powers Agreement Authorized Agency, and Court Data Services Subscriber Amendment to CJDN Subscriber Agreement.

These agreements are required to continue to permit Johnson and Turner to utilize and electronically access court records and court documents through the State's Criminal Justice Data Communications Network ("CJDN").

ISSUE BEFORE COUNCIL:

Should the city adopt the Resolution 2017-120 to approve the State of MN Master Joint Powers Agreement Authorized Agency, and Court Data Services Subscriber Amendment to CJDN Subscriber Agreement?

PROPOSAL DETAILS/ANALYSIS:

The State of MN Master Joint Powers Agreement Authorized Agency, and Court Data Services Subscriber Amendment to CJDN Subscriber Agreement allow 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 reapprove the Master Joint Powers Agreement and the Amendment to the CJDN Subscriber Agreement.

FISCAL IMPACT:

None

RECOMMENDATION:

Staff recommends adoption of Resolution 2017-120 to approve the State of MN Master Joint Powers Agreement Authorized Agency, and Court Data Services Subscriber Amendment to CJDN Subscriber Agreement.

If this request is removed from the Consent Agenda, the following motion may be used:

“Motion to adopt the Resolution 2017-120 to approve the State of MN Master Joint Powers Agreement Authorized Agency, and Court Data Services Subscriber Amendment to CJDN Subscriber Agreement”

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

RESOLUTION 2017-120

**RESOLUTION APPROVING STATE OF MINNESOTA JOINT POWERS
AGREEMENTS WITH THE CITY OF LAKE ELMO ON BEHALF OF ITS CITY
ATTORNEY AND ARRESTING AGENCY**

WHEREAS, the City of Lake Elmo on behalf of its Prosecuting Attorney and Arresting Agency desires to enter into Joint Powers Agreements with the State of Minnesota, Department of Public Safety, Bureau of Criminal Apprehension to use systems and tools available over the State's criminal justice data communications network for which the City is eligible. The Joint Powers Agreements further provide the City with the ability to add, modify and delete connectivity, systems and tools over the five year life of the agreement and obligates the City to pay the costs for the network connection.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Lake Elmo, Minnesota as follows:

1. That the State of Minnesota Joint Powers Agreements by and between the State of Minnesota acting through its Department of Public Safety, Bureau of Criminal Apprehension and the City of Lake Elmo on behalf of its Prosecuting Attorney and Arresting Agency, are hereby approved.

2. That the Washington County Sheriff, William M. Hutton, or his or her successor, is designated the Authorized Representative for the Arresting Agency. The Authorized Representative is also authorized to sign any subsequent amendment or agreement that may be required by the State of Minnesota to maintain the City's connection to the systems and tools offered by the State.

3. That the City Prosecutor, Sarah B. Sicheneder, or her successor, is designated the Authorized Representative for the Prosecuting Attorney. The Authorized Representative is also authorized to sign any subsequent amendment or agreement that may be required by the State of Minnesota to maintain the City's connection to the systems and tools offered by the State.

To assist the Authorized Representative with the administration of the agreement, Sarah B. Sicheneder, David K. Snyder, or any attorney at Johnson/Turner Legal is appointed as the Authorized Representative's designee.

4. That Mike Pearson, the Mayor for the City of Lake Elmo, and Julie Johnson, the City Clerk, are authorized to sign the State of Minnesota Joint Powers Agreements.

Passed and Adopted by the Council on this ____ day of _____, 2017.

CITY OF LAKE ELMO

By: Mike Pearson
Its Mayor

ATTEST: _____
By: Julie Johnson
Its City Clerk



October 16, 2017

City of Lake Elmo
c/o Kristina Handt, City Administrator
3800 Laverne Avenue North
Lake Elmo, MN 55042

Re: *City of Lake Elmo - Prosecution*

Dear Kristina:

Our current Master Joint Powers Agreement is expiring soon; therefore, enclosed are the following documents that are required to permit our firm to continue to utilize and electronically access court records and court documents through the State's Criminal Justice Data Communications Network ("CJDN"):

1. State of Minnesota Joint Powers Agreement Authorized Agency;
2. Court Data Services Subscriber Amendment to CJDN Subscriber Agreement; and,
3. Sample Resolution approving the agreements as we are required to provide proof of authority to the State Court Administrator's Office.

I kindly request that you obtain signatures to the Joint Powers Agreement and Court Data Services Amendment. Mayor Pearson and City Clerk Johnson are the required signatories pursuant to Minn. Stat. §412.201.

Additionally, the Bureau of Criminal Apprehension requires that we provide them with a signed Resolution approving the Joint Powers Agreement, a sample of which is attached.

Please return these documents to our office in the self-addressed stamped envelope. If you have any questions regarding this matter, please do not hesitate to contact me. Thank you.

Sincerely,
JOHNSON / TURNER LEGAL

Sarah B. Sicheneder
SBS/mah

Enclosures

COURT DATA SERVICES SUBSCRIBER AMENDMENT TO CJDN SUBSCRIBER AGREEMENT

This Court Data Services Subscriber Amendment (“Subscriber Amendment”) is entered into by the State of Minnesota, acting through its Department of Public Safety, Bureau of Criminal Apprehension, (“BCA”) and the City of Lake Elmo on behalf of its Prosecuting Attorney (“Agency”), and by and for the benefit of the State of Minnesota acting through its State Court Administrator’s Office (“Court”) who shall be entitled to enforce any provisions hereof through any legal action against any party.

Recitals

This Subscriber Amendment modifies and supplements the Agreement between the BCA and Agency, SWIFT Contract number 130475, of even or prior date, for Agency use of BCA systems and tools (referred to herein as “the CJDN Subscriber Agreement”). Certain BCA systems and tools that include access to and/or submission of Court Records may only be utilized by the Agency if the Agency completes this Subscriber Amendment. The Agency desires to use one or more BCA systems and tools to access and/or submit Court Records to assist the Agency in the efficient performance of its duties as required or authorized by law or court rule. Court desires to permit such access and/or submission. This Subscriber Amendment is intended to add Court as a party to the CJDN Subscriber Agreement and to create obligations by the Agency to the Court that can be enforced by the Court. It is also understood that, pursuant to the Master Joint Powers Agreement for Delivery of Court Data Services to CJDN Subscribers (“Master Authorization Agreement”) between the Court and the BCA, the BCA is authorized to sign this Subscriber Amendment on behalf of Court. Upon execution the Subscriber Amendment will be incorporated into the CJDN Subscriber Agreement by reference. The BCA, the Agency and the Court desire to amend the CJDN Subscriber Agreement as stated below.

The CJDN Subscriber Agreement is amended by the addition of the following provisions:

1. **TERM; TERMINATION; ONGOING OBLIGATIONS.** This Subscriber Amendment shall be effective on the date finally executed by all parties and shall remain in effect until expiration or termination of the CJDN Subscriber Agreement unless terminated earlier as provided in this Subscriber Amendment. Any party may terminate this Subscriber Amendment with or without cause by giving written notice to all other parties. The effective date of the termination shall be thirty days after the other party's receipt of the notice of termination, unless a later date is specified in the notice. The provisions of sections 5 through 9, 12.b., 12.c., and 15 through 24 shall survive any termination of this Subscriber Amendment as shall any other provisions which by their nature are intended or expected to survive such termination. Upon termination, the Subscriber shall perform the responsibilities set forth in paragraph 7(f) hereof.

2. **Definitions.** Unless otherwise specifically defined, each term used herein shall have the meaning assigned to such term in the CJDN Subscriber Agreement.

a. **“Authorized Court Data Services”** means Court Data Services that have been authorized for delivery to CJDN Subscribers via BCA systems and tools pursuant to an Authorization Amendment to the Joint Powers Agreement for Delivery of Court Data Services to CJDN Subscribers (“Master Authorization Agreement”) between the Court and the BCA.

b. **“Court Data Services”** means one or more of the services set forth on the Justice Agency Resource webpage of the Minnesota Judicial Branch website (for which the current address is www.courts.state.mn.us) or other location designated by the Court, as the same may be amended from time to time by the Court.

c. **“Court Records”** means all information in any form made available by the Court to Subscriber through the BCA for the purposes of carrying out this Subscriber Amendment, including:

i. **“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, as defined herein.

ii. **“Court Confidential Case Information”** means any information in the Court Records that is inaccessible to the public pursuant to the Rules of Public Access and that conveys information about a particular case or controversy.

iii. **“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.

iv. **“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.

d. **“DCA”** shall mean the district courts of the state of Minnesota and their respective staff.

e. **“Policies & Notices”** means the policies and notices published by the Court in connection with each of its Court Data Services, on a website or other location designated by the Court, as the same may be amended from time to time by the Court. Policies & Notices for each Authorized Court Data Service identified in an approved request form under section 3, below, are hereby made part of this Subscriber Amendment by this reference and provide additional terms and conditions that govern Subscriber’s use of Court Records accessed through such services, including but not limited to provisions on access and use limitations.

f. **“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 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 Subscriber Amendment. It is the obligation of Subscriber to check from time to time for updated rules, lists, and tables and be familiar with the contents thereof. It is contemplated that such rules, lists, and tables will be posted on the Minnesota Judicial Branch website, for which the current address is www.courts.state.mn.us.

g. **“Court”** shall mean the State of Minnesota, State Court Administrator's Office.

h. **“Subscriber”** shall mean the Agency.

i. **“Subscriber Records”** means any information in any form made available by the Subscriber to the Court for the purposes of carrying out this Subscriber Amendment.

3. REQUESTS FOR AUTHORIZED COURT DATA SERVICES. Following execution of this Subscriber Amendment by all parties, Subscriber may submit to the BCA one or more separate requests for Authorized Court Data Services. The BCA is authorized in the Master Authorization Agreement to process, credential and approve such requests on behalf of Court and all such requests approved by the BCA are adopted and incorporated herein by this reference the same as if set forth verbatim herein.

a. **Activation.** Activation of the requested Authorized Court Data Service(s) shall occur promptly following approval.

b. **Rejection.** Requests may be rejected for any reason, at the discretion of the BCA and/or the Court.

c. **Requests for Termination of One or More Authorized Court Data Services.** The Subscriber may request the termination of an Authorized Court Data Services previously requested by submitting a notice to Court with a copy to the BCA. Promptly upon receipt of a request for termination of an Authorized Court Data Service, the BCA will deactivate the service requested. The termination of one or more Authorized Court Data Services does not terminate this Subscriber Amendment. Provisions for termination of this Subscriber Amendment are set forth in section 1. Upon termination of Authorized Court Data Services, the Subscriber shall perform the responsibilities set forth in paragraph 7(f) hereof.

4. SCOPE OF ACCESS TO COURT RECORDS LIMITED. Subscriber's access to and/or submission of the Court Records shall be limited to Authorized Court Data Services identified in an approved request form under section 3, above, and other Court Records necessary for Subscriber to use Authorized Court Data Services. Authorized Court Data Services shall only be used according to the instructions provided in corresponding Policies & Notices or other materials and only as necessary to assist Subscriber in the efficient performance of Subscriber's duties

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. Subscriber's access to the Court Records for personal or non-official use is prohibited. Subscriber will not use or attempt to use Authorized Court Data Services in any manner not set forth in this Subscriber Amendment, Policies & Notices, or other Authorized Court Data Services documentation, and upon any such unauthorized use or attempted use the Court may immediately terminate this Subscriber Amendment without prior notice to Subscriber.

5. GUARANTEES OF CONFIDENTIALITY. Subscriber agrees:

a. To not disclose Court Confidential Information to any third party except where necessary to carry out the Subscriber's 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.

b. 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 Subscriber's obligations under this Subscriber Amendment.

c. To limit the use of and access to Court Confidential Information to Subscriber's bona fide personnel whose use or access is necessary to effect the purposes of this Subscriber Amendment, and to advise each individual who is permitted use of and/or access to any Court Confidential Information of the restrictions upon disclosure and use contained in this Subscriber Amendment, requiring each individual who is permitted use of and/or access to Court Confidential Information to acknowledge in writing that the individual has read and understands such restrictions. Subscriber shall keep such acknowledgements on file for one year following termination of the Subscriber Amendment and/or CJDN Subscriber Agreement, whichever is longer, and shall provide the Court with access to, and copies of, such acknowledgements upon request. For purposes of this Subscriber Amendment, Subscriber's bona fide personnel shall mean individuals who are employees of Subscriber or provide services to Subscriber either on a voluntary basis or as independent contractors with Subscriber.

d. That, without limiting section 1 of this Subscriber Amendment, the obligations of Subscriber and its bona fide personnel with respect to the confidentiality and security of Court Confidential Information shall survive the termination of this Subscriber Amendment and the CJDN Subscriber Agreement and the termination of their relationship with Subscriber.

e. That, notwithstanding any federal or state law applicable to the nondisclosure obligations of Subscriber and Subscriber's bona fide personnel under this Subscriber Amendment, such obligations of Subscriber and Subscriber's bona fide personnel are founded independently on the provisions of this Subscriber Amendment.

6. APPLICABILITY TO PREVIOUSLY DISCLOSED COURT RECORDS.

Subscriber acknowledges and agrees that all Authorized Court Data Services and related Court Records disclosed to Subscriber prior to the effective date of this Subscriber Amendment shall be subject to the provisions of this Subscriber Amendment.

7. **LICENSE AND PROTECTION OF PROPRIETARY RIGHTS.** During the term of this Subscriber Amendment, subject to the terms and conditions hereof, the Court hereby grants to Subscriber a nonexclusive, nontransferable, limited license to use Court Data Services Programs and Court Data Services Databases to access or receive the Authorized Court Data Services identified in an approved request form under section 3, above, and related Court Records. Court reserves the right to make modifications to the Authorized Court Data Services, Court Data Services Programs, and Court Data Services Databases, and related materials without notice to Subscriber. These modifications shall be treated in all respects as their previous counterparts.

a. **Court Data Services Programs.** Court 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 Court and its licensors.

b. **Court Data Services Databases.** Court 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 Court and its licensors.

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

d. **Restrictions on Duplication, Disclosure, and Use.** Trade secret information of Court and its licensors will be treated by Subscriber in the same manner as Court Confidential Information. In addition, 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 Court or its licensors, in any way or for any purpose not specifically and expressly authorized by this Subscriber Amendment. As used herein, "trade secret information of Court and its licensors" means any information possessed by Court 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 Court and its licensors" does not, however, include information which was known to Subscriber prior to Subscriber's receipt thereof, either directly or indirectly, from Court or its licensors, information which is independently developed by Subscriber without reference to or use of information received from Court or its licensors, or information which would not qualify as a trade secret under Minnesota law. It will not be a violation of this section 7, sub-section d, for Subscriber to make up to one copy of training materials and configuration documentation, if any, for each individual authorized to access, use, or configure Authorized Court Data Services, solely for its own use in connection with this Subscriber Amendment. Subscriber will take all steps reasonably necessary to protect the copyright, trade secret, and trademark rights of Court and its licensors and Subscriber will advise its bona fide personnel who are permitted access to any of the Court Data Services Programs and Court Data Services Databases, and trade secret information of Court and its licensors, of the restrictions upon duplication, disclosure and use contained in this Subscriber Amendment.

e. Proprietary Notices. 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 Court and its licensors, or any part thereof, made available by Court directly or through the BCA, if any, and 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 Court and its licensors and any documents pertaining thereto, the same copyright and other proprietary notices as appear on the copies made available to Subscriber by Court directly or through the BCA, except that copyright notices shall be updated and other proprietary notices added as may be appropriate.

f. 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, if any, made available by the Court to Subscriber directly or through the BCA and all copies, including partial copies, thereof are and remain the property of the respective licensor. Except as expressly provided in section 12.b., within ten days of the effective date of termination of this Subscriber Amendment or the CJDN Subscriber Agreement or within ten days of a request for termination of Authorized Court Data Service as described in section 4, 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, if any; or (2) destroy the same and certify in writing to the Court that the same have been destroyed.

8. INJUNCTIVE RELIEF. Subscriber acknowledges that the Court, Court's licensors, and DCA will be irreparably harmed if Subscriber's obligations under this Subscriber Amendment are not specifically enforced and that the Court, Court's licensors, and DCA would not have an adequate remedy at law in the event of an actual or threatened violation by Subscriber of its obligations. Therefore, Subscriber agrees that the Court, Court'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 Subscriber or its bona fide personnel without the necessity of the Court, Court's licensors, or DCA showing actual damages or that monetary damages would not afford an adequate remedy. Unless Subscriber is an office, officer, agency, department, division, or bureau of the state of Minnesota, Subscriber shall be liable to the Court, Court's licensors, and DCA for reasonable attorneys fees incurred by the Court, Court's licensors, and DCA in obtaining any relief pursuant to this Subscriber Amendment.

9. LIABILITY. 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 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 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. Subscriber and Court further acknowledge that the liability, if any, of the BCA is governed by a separate agreement between the Court and the BCA dated December 13, 2010 with DPS-M -0958.

10. **AVAILABILITY.** Specific terms of availability shall be established by the Court and communicated to Subscriber by the Court and/or the BCA. The Court reserves the right to terminate this Subscriber Amendment immediately and/or temporarily suspend Subscriber's Authorized 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.

11. [reserved]

12. **ADDITIONAL USER OBLIGATIONS.** The obligations of the Subscriber set forth in this section are in addition to the other obligations of the Subscriber set forth elsewhere in this Subscriber Amendment.

a. **Judicial Policy Statement.** Subscriber agrees to comply with all policies identified in Policies & Notices applicable to Court Records accessed by Subscriber using Authorized Court Data Services. Upon failure of the Subscriber to comply with such policies, the Court shall have the option of immediately suspending the Subscriber's Authorized Court Data Services on a temporary basis and/or immediately terminating this Subscriber Amendment.

b. **Access and Use; Log.** Subscriber shall be responsible for all access to and use of Authorized Court Data Services and Court Records by Subscriber's bona fide personnel or by means of Subscriber's equipment or passwords, whether or not Subscriber has knowledge of or authorizes such access and use. Subscriber shall also maintain a log identifying all persons to whom Subscriber has disclosed its Court Confidential Security and Activation Information, such as user ID(s) and password(s), including the date of such disclosure. Subscriber shall maintain such logs for a minimum period of six years from the date of disclosure, and shall provide the Court with access to, and copies of, such logs upon request. The Court may conduct audits of Subscriber's logs and use of Authorized Court Data Services and Court Records from time to time. Upon 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 Subscriber Amendment without prior notice to Subscriber.

c. **Personnel.** Subscriber agrees to investigate, at the request of the Court and/or the BCA, allegations of misconduct pertaining to Subscriber's bona fide personnel having access to or use of Authorized Court Data Services, Court Confidential Information, or trade secret information of the Court and its licensors where such persons are alleged to have violated the provisions of this Subscriber Amendment, Policies & Notices, Judicial Branch policies, or other security requirements or laws regulating access to the Court Records.

d. **Minnesota Data Practices Act Applicability.** If Subscriber is a Minnesota Government entity that is subject to the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, 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 Subscriber comply with the Rules of Public Access and other rules promulgated by the Minnesota Supreme Court for access to Court Records provided via the

BCA systems and tools under this Subscriber Amendment; (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.

13. FEES; INVOICES. Unless the Subscriber is an office, officer, department, division, agency, or bureau of the state of Minnesota, Subscriber shall pay the fees, if any, set forth in applicable Policies & Notices, together with applicable sales, use or other taxes. Applicable monthly fees commence ten (10) days after notice of approval of the request pursuant to section 3 of this Subscriber Amendment or upon the initial Subscriber transaction as defined in the Policies & Notices, whichever occurs earlier. When fees apply, the Court shall invoice 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 30 days of the date of the invoice, the Court may immediately cancel this Subscriber Amendment without notice to Subscriber and pursue all available legal remedies. Subscriber certifies that funds have been appropriated for the payment of charges under this Subscriber Amendment for the current fiscal year, if applicable.

14. MODIFICATION OF FEES. Court 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 days from the publication of the Policies & Notices. Subscriber shall have the option of accepting such changes or terminating this Subscriber Amendment as provided in section 1 hereof.

15. WARRANTY DISCLAIMERS.

a. WARRANTY EXCLUSIONS. EXCEPT AS SPECIFICALLY AND EXPRESSLY PROVIDED HEREIN, COURT, COURT'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.

b. ACCURACY AND COMPLETENESS OF INFORMATION. WITHOUT LIMITING THE GENERALITY OF THE PRECEDING PARAGRAPH, COURT, COURT'S LICENSORS, AND DCA MAKE NO WARRANTIES AS TO THE ACCURACY OR COMPLETENESS OF THE INFORMATION CONTAINED IN THE COURT RECORDS.

16. RELATIONSHIP OF THE PARTIES. Subscriber is an independent contractor and shall not be deemed for any purpose to be an employee, partner, agent or franchisee of the Court, Court's licensors, or DCA. Neither Subscriber nor the Court, Court'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 section 2 regarding notices of or modifications to Authorized Court Data Services and Policies & Notices, any notice to Court or 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 any party at any time to enforce any of the provisions of this Subscriber Amendment 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 Subscriber Amendment. 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 Subscriber nor Court 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 Subscriber Amendment shall be construed, to the extent possible, so as to be valid and enforceable. If any provision of this Subscriber Amendment 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 Subscriber Amendment, and all other provisions shall remain in full force and effect.

21. ASSIGNMENT AND BINDING EFFECT. Except as otherwise expressly permitted herein, neither Subscriber nor Court may assign, delegate and/or otherwise transfer this Subscriber Amendment or any of its rights or obligations hereunder without the prior written consent of the other. This Subscriber Amendment shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns, including any other legal entity into, by or with which Subscriber may be merged, acquired or consolidated.

22. GOVERNING LAW. This Subscriber Amendment 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 Subscriber Amendment, its performance, enforcement or breach will be venued in a state or federal court situated within the State of Minnesota. Subscriber hereby irrevocably consents and submits itself to the personal jurisdiction of said courts for that purpose.

24. INTEGRATION. This Subscriber Amendment contains all negotiations and agreements between the parties. No other understanding regarding this Subscriber Amendment, whether written or oral, may be used to bind either party, provided that all terms and conditions of the CJDN Subscriber Agreement and all previous amendments remain in full force and effect except as supplemented or modified by this Subscriber Amendment.

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

1. SUBSCRIBER (AGENCY)

Subscriber must attach written verification of authority to sign on behalf of and bind the entity, such as an opinion of counsel or resolution.

Name: Mike Pearson
(PRINTED)

Signed: _____

Title: Mayor
(with delegated authority)

Date: _____

Name: Julie Johnson
(PRINTED)

Signed: _____

Title: City Clerk
(with delegated authority)

Date: _____

**2. DEPARTMENT OF PUBLIC SAFETY,
BUREAU OF CRIMINAL APPREHENSION**

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with delegated authority)

Date: _____

3. COMMISSIONER OF ADMINISTRATION
delegated to Materials Management Division

By: _____

Date: _____

4. COURTS
Authority granted to Bureau of Criminal Apprehension

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with authorized authority)

Date: _____

**STATE OF MINNESOTA
JOINT POWERS AGREEMENT
AUTHORIZED AGENCY**

This agreement is between the State of Minnesota, acting through its Department of Public Safety, Bureau of Criminal Apprehension ("BCA") and the City of Lake Elmo on behalf of its Prosecuting Attorney ("Agency").

Recitals

Under Minn. Stat. § 471.59, the BCA and the Agency are empowered to engage in those agreements that are necessary to exercise their powers. Under Minn. Stat. § 299C.46 the BCA must provide a criminal justice data communications network to benefit authorized agencies in Minnesota. The Agency is authorized by law to utilize the criminal justice data communications network pursuant to the terms set out in this agreement. In addition, BCA either maintains repositories of data or has access to repositories of data that benefit authorized agencies in performing their duties. Agency wants to access these data in support of its official duties.

The purpose of this Agreement is to create a method by which the Agency has access to those systems and tools for which it has eligibility, and to memorialize the requirements to obtain access and the limitations on the access.

Agreement

1 Term of Agreement

- 1.1 Effective date:** This Agreement is effective on the date the BCA obtains all required signatures under Minn. Stat. § 16C.05, subdivision 2.
- 1.2 Expiration date:** This Agreement expires five years from the date it is effective.

2 Agreement between the Parties

2.1 General access. BCA agrees to provide Agency with access to the Minnesota Criminal Justice Data Communications Network (CJDN) and those systems and tools which the Agency is authorized by law to access via the CJDN for the purposes outlined in Minn. Stat. § 299C.46.

2.2 Methods of access.

The BCA offers three (3) methods of access to its systems and tools. The methods of access are:

A. **Direct access** occurs when individual users at the Agency use Agency's equipment to access the BCA's systems and tools. This is generally accomplished by an individual user entering a query into one of BCA's systems or tools.

B. **Indirect access** occurs when individual users at the Agency go to another Agency to obtain data and information from BCA's systems and tools. This method of access generally results in the Agency with indirect access obtaining the needed data and information in a physical format like a paper report.

C. **Computer-to-computer system interface** occurs when Agency's computer exchanges data and information with BCA's computer systems and tools using an interface. Without limitation, interface types include: state message switch, web services, enterprise service bus and message queuing.

For purposes of this Agreement, Agency employees or contractors may use any of these methods to use BCA's systems and tools as described in this Agreement. Agency will select a method of access and can change the methodology following the process in Clause 2.10.

2.3 Federal systems access. In addition, pursuant to 28 CFR §20.30-38 and Minn. Stat. §299C.58, BCA may provide Agency with access to the Federal Bureau of Investigation (FBI) National Crime Information Center.

2.4 Agency policies. Both the BCA and the FBI's Criminal Justice Information Systems (FBI-CJIS) have policies, regulations and laws on access, use, audit, dissemination, hit confirmation, logging, quality assurance, screening (pre-employment), security, timeliness, training, use of the system, and validation. Agency has created its own policies to ensure that Agency's employees and contractors comply with all applicable requirements. Agency ensures this compliance through appropriate enforcement. These BCA and FBI-CJIS policies and regulations, as amended and updated from time to time, are incorporated into this Agreement by reference. The policies are available at <https://bcanextest.x.state.mn.us/launchpad/>.

2.5 Agency resources. To assist Agency in complying with the federal and state requirements on access to and use of the various systems and tools, information is available at <https://sps.x.state.mn.us/sites/bcaservicecatalog/default.aspx>. Additional information on appropriate use is found in the Minnesota Bureau of Criminal Apprehension Policy on Appropriate Use of Systems and Data available at <https://dps.mn.gov/divisions/bca/bca-divisions/mnjis/Documents/BCA-Policy-on-Appropriate-Use-of-Systems-and-Data.pdf>.

2.6 Access granted.

A. Agency is granted permission to use all current and future BCA systems and tools for which Agency is eligible. Eligibility is dependent on Agency (i) satisfying all applicable federal or state statutory requirements; (ii) complying with the terms of this Agreement; and (iii) acceptance by BCA of Agency's written request for use of a specific system or tool.

B. To facilitate changes in systems and tools, Agency grants its Authorized Representative authority to make written requests for those systems and tools provided by BCA that the Agency needs to meet its criminal justice obligations and for which Agency is eligible.

2.7 Future access. On written request by Agency, BCA also may provide Agency with access to those systems or tools which may become available after the signing of this Agreement, to the extent that the access is authorized by applicable state and federal law. Agency agrees to be bound by the terms and conditions contained in this Agreement that when utilizing new systems or tools provided under this Agreement.

2.8 Limitations on access. BCA agrees that it will comply with applicable state and federal laws when making information accessible. Agency agrees that it will comply with applicable state and federal laws when accessing, entering, using, disseminating, and storing data. Each party is responsible for its own compliance with the most current applicable state and federal laws.

2.9 Supersedes prior agreements. This Agreement supersedes any and all prior agreements between the BCA and the Agency regarding access to and use of systems and tools provided by BCA.

2.10 Requirement to update information. The parties agree that if there is a change to any of the information whether required by law or this Agreement, the party will send the new information to the other party in writing within 30 days of the change. This clause does not apply to changes in systems or tools provided under this Agreement.

This requirement to give notice additionally applies to changes in the individual or organization serving a city as its prosecutor. Any change in performance of the prosecutorial function must be provided to the BCA in writing by giving notice to the Service Desk, BCA.ServiceDesk@state.mn.us.

2.11 Transaction record. The BCA creates and maintains a transaction record for each exchange of data utilizing its systems and tools. In order to meet FBI-CJIS requirements and to perform the audits described in Clause 7, there must be a method of identifying which individual users at the Agency conducted a particular transaction.

If Agency uses either direct access as described in Clause 2.2A or indirect access as described in Clause 2.2B, BCA's transaction record meets FBI-CJIS requirements.

When Agency's method of access is a computer to computer interface as described in Clause 2.2C, the Agency must

keep a transaction record sufficient to satisfy FBI-CJIS requirements and permit the audits described in Clause 7 to occur.

If an Agency accesses data from the Driver and Vehicle Services Division in the Minnesota Department of Public Safety and keeps a copy of the data, Agency must have a transaction record of all subsequent access to the data that are kept by the Agency. The transaction record must include the individual user who requested access, and the date, time and content of the request. The transaction record must also include the date, time and content of the response along with the destination to which the data were sent. The transaction record must be maintained for a minimum of six (6) years from the date the transaction occurred and must be made available to the BCA within one (1) business day of the BCA's request.

2.12 Court information access. Certain BCA systems and tools that include access to and/or submission of Court Records may only be utilized by the Agency if the Agency completes the Court Data Services Subscriber Amendment, which upon execution will be incorporated into this Agreement by reference. These BCA systems and tools are identified in the written request made by Agency under Clause 2.6 above. The Court Data Services Subscriber Amendment provides important additional terms, including but not limited to privacy (see Clause 8.2, below), fees (see Clause 3 below), and transaction records or logs, that govern Agency's access to and/or submission of the Court Records delivered through the BCA systems and tools.

2.13 Vendor personnel screening. The BCA will conduct all vendor personnel screening on behalf of Agency as is required by the FBI CJIS Security Policy. The BCA will maintain records of the federal, fingerprint-based background check on each vendor employee as well as records of the completion of the security awareness training that may be relied on by the Agency.

3 Payment

The Agency understands there is a cost for access to the criminal justice data communications network described in Minn. Stat. § 299C.46. At the time this Agreement is signed, BCA understands that a third party will be responsible for the cost of access.

Agency will identify the third party and provide the BCA with the contact information and its contact person for billing purposes so that billing can be established. The Agency will provide updated information to BCA's Authorized Representative within ten business days when this information changes.

If Agency chooses to execute the Court Data Services Subscriber Amendment referred to in Clause 2.12 in order to access and/or submit Court Records via BCA's systems, additional fees, if any, are addressed in that amendment.

4 Authorized Representatives

The BCA's Authorized Representative is Dana Gotz, Department of Public Safety, Bureau of Criminal Apprehension, Minnesota Justice Information Services, 1430 Maryland Avenue, St. Paul, MN 55106, 651-793-1007, or her successor.

The Agency's Authorized Representative is Sarah Sicheneder, City Attorney, 56 E Broadway Avenue, Suite 206, Forest Lake, MN 55025, (651) 464-7292, or his/her successor.

5 Assignment, Amendments, Waiver, and Contract Complete

5.1 Assignment. Neither party may assign nor transfer any rights or obligations under this Agreement.

5.2 Amendments. Any amendment to this Agreement, except those described in Clauses 2.6 and 2.7 above must be in writing and will not be effective until it has been signed and approved by the same parties who signed and approved the original agreement, their successors in office, or another individual duly authorized.

5.3 Waiver. If either party fails to enforce any provision of this Agreement, that failure does not waive the provision or the right to enforce it.

5.4 Contract Complete. This Agreement contains all negotiations and agreements between the BCA and the Agency. No other understanding regarding this Agreement, whether written or oral, may be used to bind either party.

6 Liability

Each party will be responsible for its own acts and behavior and the results thereof and shall not be responsible or liable for the other party's actions and consequences of those actions. The Minnesota Torts Claims Act, Minn. Stat. § 3.736 and other applicable laws govern the BCA's liability. The Minnesota Municipal Tort Claims Act, Minn. Stat. Ch. 466, governs the Agency's liability.

7 Audits

7.1 Under Minn. Stat. § 16C.05, subd. 5, the Agency's books, records, documents, internal policies and accounting procedures and practices relevant to this Agreement are subject to examination by the BCA, the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this Agreement. Under Minn. Stat. § 6.551, the State Auditor may examine the books, records, documents, and accounting procedures and practices of BCA. The examination shall be limited to the books, records, documents, and accounting procedures and practices that are relevant to this Agreement.

7.2 Under applicable state and federal law, the Agency's records are subject to examination by the BCA to ensure compliance with laws, regulations and policies about access, use, and dissemination of data.

7.3 If Agency accesses federal databases, the Agency's records are subject to examination by the FBI and Agency will cooperate with FBI examiners and make any requested data available for review and audit.

7.4 To facilitate the audits required by state and federal law, Agency is required to have an inventory of the equipment used to access the data covered by this Agreement and the physical location of each.

8 Government Data Practices

8.1 BCA and Agency. The Agency and BCA must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data accessible under this Agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Agency under this Agreement. The remedies of Minn. Stat. §§ 13.08 and 13.09 apply to the release of the data referred to in this clause by either the Agency or the BCA.

8.2 Court Records. If Agency chooses to execute the Court Data Services Subscriber Amendment referred to in Clause 2.12 in order to access and/or submit Court Records via BCA's systems, the following provisions regarding data practices also apply. The Court is not subject to Minn. Stat. Ch. 13 (see section 13.90) but is subject to the *Rules of Public Access to Records of the Judicial Branch* promulgated by the Minnesota Supreme Court. All parties acknowledge and agree that Minn. Stat. § 13.03, subdivision 4(e) requires that the BCA and the Agency comply with the *Rules of Public Access* for those data received from Court under the Court Data Services Subscriber Amendment. All parties also acknowledge and agree that the use of, access to or submission of Court Records, as that term is defined in the Court Data Services Subscriber Amendment, may be restricted by rules promulgated by the Minnesota Supreme Court, applicable state statute or federal law. All parties acknowledge and agree that these applicable restrictions must be followed in the appropriate circumstances.

9 Investigation of alleged violations; sanctions

For purposes of this clause, "Individual User" means an employee or contractor of Agency.

9.1 Investigation. Agency and BCA agree to cooperate in the investigation and possible prosecution of suspected violations of federal and state law referenced in this Agreement. Agency and BCA agree to cooperate in the investigation of suspected violations of the policies and procedures referenced in this Agreement. When BCA becomes aware that a violation may have occurred, BCA will inform Agency of the suspected violation, subject to any restrictions in applicable law. When Agency becomes aware that a violation has occurred, Agency will inform BCA subject to any restrictions in applicable law.

9.2 Sanctions Involving Only BCA Systems and Tools.

The following provisions apply to BCA systems and tools not covered by the Court Data Services Subscriber Amendment. None of these provisions alter the Agency's internal discipline processes, including those governed by a

collective bargaining agreement.

9.2.1 For BCA systems and tools that are not covered by the Court Data Services Subscriber Amendment, Agency must determine if and when an involved Individual User's access to systems or tools is to be temporarily or permanently eliminated. The decision to suspend or terminate access may be made as soon as alleged violation is discovered, after notice of an alleged violation is received, or after an investigation has occurred. Agency must report the status of the Individual User's access to BCA without delay. BCA reserves the right to make a different determination concerning an Individual User's access to systems or tools than that made by Agency and BCA's determination controls.

9.2.2 If BCA determines that Agency has jeopardized the integrity of the systems or tools covered in this Clause 9.2, BCA may temporarily stop providing some or all the systems or tools under this Agreement until the failure is remedied to the BCA's satisfaction. If Agency's failure is continuing or repeated, Clause 11.1 does not apply and BCA may terminate this Agreement immediately.

9.3 Sanctions Involving Only Court Data Services

The following provisions apply to those systems and tools covered by the Court Data Services Subscriber Amendment, if it has been signed by Agency. As part of the agreement between the Court and the BCA for the delivery of the systems and tools that are covered by the Court Data Services Subscriber Amendment, BCA is required to suspend or terminate access to or use of the systems and tools either on its own initiative or when directed by the Court. The decision to suspend or terminate access may be made as soon as an alleged violation is discovered, after notice of an alleged violation is received, or after an investigation has occurred. The decision to suspend or terminate may also be made based on a request from the Authorized Representative of Agency. The agreement further provides that only the Court has the authority to reinstate access and use.

9.3.1 Agency understands that if it has signed the Court Data Services Subscriber Amendment and if Agency's Individual Users violate the provisions of that Amendment, access and use will be suspended by BCA or Court. Agency also understands that reinstatement is only at the direction of the Court.

9.3.2 Agency further agrees that if Agency believes that one or more of its Individual Users have violated the terms of the Amendment, it will notify BCA and Court so that an investigation as described in Clause 9.1 may occur.

10 Venue

Venue for all legal proceedings involving this Agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

11 Termination

11.1 Termination. The BCA or the Agency may terminate this Agreement at any time, with or without cause, upon 30 days' written notice to the other party's Authorized Representative.

11.2 Termination for Insufficient Funding. Either party may immediately terminate this Agreement if it does not obtain funding from the Minnesota Legislature, or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written notice to the other party's authorized representative. The Agency is not obligated to pay for any services that are provided after notice and effective date of termination. However, the BCA will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. Neither party will be assessed any penalty if the agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. Notice of the lack of funding must be provided within a reasonable time of the affected party receiving that notice.

12 Continuing obligations

The following clauses survive the expiration or cancellation of this Agreement: 6. Liability; 7. Audits; 8. Government Data Practices; 9. Investigation of alleged violations; sanctions; and 10. Venue.

The parties indicate their agreement and authority to execute this Agreement by signing below.

1. AGENCY

Name: Mike Pearson
(PRINTED)

Signed: _____

Title: Mayor
(with delegated authority)

Date: _____

Name: Julie Johnson
(PRINTED)

Signed: _____

Title: City Clerk
(with delegated authority)

Date: _____

**2. DEPARTMENT OF PUBLIC SAFETY, BUREAU OF
CRIMINAL APPREHENSION**

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with delegated authority)

Date: _____

3. COMMISSIONER OF ADMINISTRATION
delegated to Materials Management Division

By: _____

Date: _____



STAFF REPORT

DATE: November 7, 2017

CONSENT

ITEM #: 9

AGENDA ITEM: Central Greenway Regional Trail Technical Advisory Committee

SUBMITTED BY: Emily Becker, Planning Director

BACKGROUND:

The County put together a Request for Proposal (RFP) for the development of a master plan for the Central Greenway Regional Trail: Lake Elmo Segment and is currently under contract negotiations with SRF Consulting Firm. The RFP indicates that a Technical Advisory Committee (TAC) composed of professional staff and citizen representatives who will provide input on the planning of the Trail. The TAC will be formed to assist in the planning process and will include two Washington County Public Works Staff, one Washington County Parks and Open Space Commission Member, one City of Lake Elmo Staff, One City of Lake Elmo City Council, Planning Commission, or Parks Commission member, one Watershed District Staff, one Metropolitan Council Staff, and one Metropolitan Council Parks and Open Space Commission member. SRF Consulting Firm had proposed that there will be at least five TAC meetings plus possible other open houses, pop-up meetings, etc., though these dates and times are unknown. The study should be completed by December 31, 2018. The entire project is projected to take about five years.

ISSUE BEFORE COUNCIL:

Does the Council approve of the recommended TAC members?

PROPOSAL:

Staff is recommending that Ben Prchal, City Planner represent City of Lake Elmo Staff and that John Mayek of the Parks Commission represent City of Lake Elmo City Council, Planning Commission or Parks Commission member.

FISCAL IMPACT:

None

OPTIONS:

- 1) Approve of recommended members to represent City of Lake Elmo on the Central Greenway Regional Trail TAC.
- 2) Appoint different representative to represent City of Lake Elmo on the Central Greenway Regional Trail TAC.

RECOMMENDATION:

If removed from the consent agenda:

“Move to approve recommended members to represent City of Lake Elmo on the Central Greenway Regional Trail TAC.”

ATTACHMENTS:

- None



STAFF REPORT

DATE: November 7, 2017
CONSENT #10

AGENDA ITEM: CSAH 15 (Manning Avenue) and CSAH 14 (Stillwater Blvd)
Realignment – Approve Resolution of Support for the Local Road
Improvement Program Grant Application

SUBMITTED BY: Jack Griffin, City Engineer

REVIEWED BY: Kristina Handt, City Administrator
Chad Isakson, Assistance City Engineer

ISSUE BEFORE COUNCIL: Should the City Council approve a Resolution of Support for the Local Road Improvement Program (LRIP) grant application for the City local cost share of the CSAH 15 (Manning Avenue) and CSAH 14 (Stillwater Blvd) Realignment Improvements by Washington County?

BACKGROUND AND PROPOSAL DETAILS/ANALYSIS: As part of Washington County's Capital Improvement Program, the County intends to reconstruct and realign County State Aid Highway 15 (Manning Avenue) and County State Aid Highway 14 (Stillwater Boulevard) located in the City of Lake Elmo, with said construction to be initiated in 2018.

The improvements represent Phase 2 of a multi-phased project for the County State Aid Highway 15 (Manning Avenue) Corridor Management and Safety Improvement Project. The project intends to improve operations and safety along the County Highway 15 corridor by completing intersection improvements and realignments; improving access to several neighborhoods, schools, businesses, the Lake Elmo airport and the County Fairgrounds; improving mobility and direct access between Trunk Highway 36 (an Interregional Corridor route) and I-94; and increasing capacity with a 4-lane expansion to accommodate current and future traffic levels. Traffic and transportation studies have found that the current volume of traffic on County Highway 15 is nearing a point at which a two-lane roadway can no longer operate efficiently and safely. The Phase 1 improvements were constructed in 2016 consisting of the roundabout intersection at CSAH 15 and CSAH 10.

FISCAL IMPACT: It is the City's goal to apply for and secure Local Road Improvement Program (LRIP) grant funding through MnDOT in the amount of \$500,000 to be used to pay all of the City's local share of the project.

RECOMMENDATION: Staff is recommending that the City Council approve, *as part of the Consent Agenda*, a Resolution supporting the Local Road Improvement Program grant application for the Washington County CSAH 15 (Manning Avenue) and CSAH 14 (Stillwater Blvd) Realignment Improvements. If removed from the consent agenda, the recommended motion for the action is as follows:

“Move to approve Resolution No. 2017-121 Supporting the Local Road Improvement Program grant application for the Washington County CSAH 15 (Manning Avenue) and CSAH 14 (Stillwater Blvd) Realignment Improvements.”

ATTACHMENTS:

1. Resolution No. 2017-121 Supporting the Local Road Improvement Program grant application for the Washington County CSAH 15 (Manning Avenue) and CSAH 14 (Stillwater Blvd) Realignment Improvements.

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

RESOLUTION NO. 2017-121

**A RESOLUTION OF SUPPORT FOR THE LOCAL ROAD
IMPROVEMENT PROGRAM (LRIP) GRANT APPLICATION FOR
COUNTY STATE AID HIGHWAY 15 (MANNING AVENUE) AND
COUNTY STATE AID HIGHWAY 14 REALIGNMENT IMPROVEMENTS
BY WASHINGTON COUNTY**

WHEREAS, Washington County intends to reconstruct and realign County State Aid Highway 15 (Manning Avenue) and County State Aid Highway 14 (Stillwater Boulevard) located in the City of Lake Elmo, with said construction to be initiated in 2018; and

WHEREAS, the realignment of County State Aid Highway 15 (Manning Avenue) and County State Aid Highway 14 (Stillwater Boulevard) has a positive regional impact to the area, including improved safety and access, and including a positive impact to Trunk Highway 36, an Interregional Corridor (IRC) route; and

WHEREAS, items included in the construction contract require Lake Elmo City cost participation in accordance with “Washington County Cost Participation Policy #8001 for Cooperative Highway Improvement Projects”; and

WHEREAS, the City of Lake Elmo understands that it will be responsible for all local cost participation required by the County as detailed in the Cooperative Agreement between the County and City that is not covered by LRIP funding.

NOW, THEREFORE, BE IT RESOLVED,

1. The City of Lake Elmo supports the Washington County project to reconstruct and realign County State Aid Highway 15 (Manning Avenue) and County State Aid Highway 14 (Stillwater Boulevard); said project to be reconstructed and realigned by Washington County in 2018; and
2. The City of Lake Elmo supports the City’s pursuit and application for Local Road Improvement Program (LRIP) funding to assist in paying the local share of the trunk highway project costs, and authorizes staff to prepare and submit such application.

**ADOPTED BY THE LAKE ELMO CITY COUNCIL ON THE SEVENTH DAY OF
NOVEMBER, 2017.**

CITY OF LAKE ELMO

By: _____
Mike Pearson
Mayor

(Seal)
ATTEST:

Julie Johnson, City Clerk



STAFF REPORT

DATE: November 7, 2017

REGULAR

Item #: 11

AGENDA ITEM: Washington County DRAFT 2018-2022 Capital Improvement Plan – City Review and Comments

SUBMITTED BY: Jack Griffin, City Engineer

REVIEWED BY: Kristina Handt, City Administrator
Emily Becker, Planning Director
Chad Isakson, Assistant City Engineer

ISSUE BEFORE COUNCIL: Should the City Council submit comments for consideration by Washington County regarding the County's DRAFT 2018-2022 Capital Improvement Plan?

BACKGROUND AND PROPOSAL DETAILS/ANALYSIS: On October 11, 2017 City staff received notice from Washington County that the DRAFT 2018-2022 Capital Improvement Plan was available for review and comment with comments due no later than November 22, 2017. The County will be holding a public hearing on its DRAFT 2018-2022 CIP on December 12th, 2017 prior to adopting the final document.

Staff has reviewed the County's DRAFT 2018-2022 CIP and from this review and subsequent conversations with Washington County we are confident that the City's needs have been incorporated. Therefore staff has no comments to submit on the DRAFT 2018-2022 CIP.

The attached packet highlights the substantial projects included within or adjacent to Lake Elmo, however this summary does not attempt to itemize the Park and Public Facilities projects located within the Lake Elmo Park Preserve. It should also be noted that the County completes intersection control projects and pavement preservation projects each year, however the specific work related to these improvements are not identified within the CIP document.

Staff contacted the County with specific questions related to this annual work and has confirmed that the County is still proposing to install a signalized intersection at CSAH 19 and Hudson Boulevard in 2018 as part of their Intersection Control Projects. The pavement preservation projects include Lake Elmo Avenue, CR17B, from Hudson Boulevard to 10th Street North in 2018, and CSAH 13 (Inwood Avenue) from 10th Street to Stillwater Blvd (Old TH5) in 2019. The CR17B pavement preservation project includes turn lanes at 5th Street for the Hunters Crossing and Southwind subdivisions.

Other notable projects are as follows;

- CSAH 15 Phase 2 Improvements (CSAH 15 & CSAH 14 intersection realignment) are still proposed for construction in 2018. This project is listed in the CIP document for supplemental funding amounts only. The full project funding is not shown since the funds were mostly secured by the County in their 2016 Bond. The CSAH 15 Phase 2 Improvements includes center left turn lanes at 30th Street and at Manning Trail since this segment of the Manning Avenue (Phase 3) is not likely to occur until the year 2023.

- CSAH 17 (Lake Elmo Avenue) Improvements from 10th Street to 30th Street includes the turn lane improvements for the Royal Golf Development at CSAH 17 and CSAH 10. The City has secured reimbursement for the turn lanes through the development agreement.
- CSAH 13 Phase 2 Improvements from CSAH 14 to 44th Street is scheduled for 2022 construction but could be completed as early as 2019 if the County is successful with their grant application, or if Oakdale development occurs quickly.
- CSAH 14 Downtown Lake Elmo is a new project showing up in the CIP for the first time. This project includes improvements to Stillwater Boulevard (Old TH5) through Downtown and is tentatively scheduled for 2023 construction with preliminary work starting in 2022.

FISCAL IMPACT: None at this time. However, County improvement projects completed within the City of Lake Elmo often contain a local cost participation by the City.

RECOMMENDATION: Staff is recommending that the City Council accept staff's report, *as part of the Consent Agenda*, on the Washington County DRAFT 2018-2022 Capital Improvement Plan and accept staff's recommendation that no comments need to be submitted. If removed from the consent agenda, the recommended motion for the action is as follows:

“Move to accept staff's report on the Washington County DRAFT 2018-2022 Capital Improvement Plan and recommendation that no comments need to be submitted.”

ATTACHMENTS:

1. Summary packet of the Washington County DRAFT 2018-2022 Capital Improvement Plan to highlight Lake Elmo projects.



Capital Improvement Plan 2018 - 2022

**Draft
October 2017**

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Washington County, Minnesota

Capital Improvement Plan

2018 thru 2022

PROJECTS BY CATEGORY

Category	Project #	2018	2019	2020	2021	2022	Total
Parks & Land							
Parks Visitor Signage	PARK-1002	90,000					90,000
Park Facilities/Infrastructure Improvement Program	PARK-1003	250,000	250,000	250,000	250,000	250,000	1,250,000
Big Marine Park Reserve Playground	PARK-2013				200,000	100,000	300,000
Lake Elmo Park Reserve Eagle Point Trail & Access	PARK-3006	400,000					400,000
Lake Elmo Park Reserve Playground Improvements	PARK-3007		150,000	300,000			450,000
Lake Elmo Park Swim Pond Improvements	PARK-3008		1,455,700				1,455,700
Lake Elmo Park Maintenance Facility	PARK-3009				1,150,000		1,150,000
LEPR - Archery Range Upgrade	PARK-3011					350,000	350,000
LEPR - Group Camp #4 - Pavilion Renovation	PARK-3012					50,000	50,000
Ravine Regional Park Improvements - Phase II	PARK-4004			1,250,000			1,250,000
SCB Regional Park Maintenance Facility Improvement	PARK-8012	805,100					805,100
St. Croix Bluffs Playground Improvements	PARK-8013			300,000			300,000
St. Croix Bluffs Pavement and Trails	PARK-8014				500,000		500,000
SCB - Conference Cottage Conversion	PARK-8015					900,000	900,000
Parks & Land Total		1,545,100	1,855,700	2,100,000	2,100,000	1,650,000	9,250,800
Public Facilities							
Gov Ctr Exterior Envelope Study	BSD-1002-012		70,000				70,000
Law Enforcement Center Ramp/Deck Waterproofing	BSD-1005-023	1,100,000					1,100,000
Law Enforcement Center Space Modifications	BSD-CW-1601	250,000	250,000				500,000
Facility Condition Improvement Projects	BSD-CW-2001			955,000	984,000	1,012,000	2,951,000
Valley Branch Library Renovation	BSD-LL-1901	75,000	725,000				800,000
Oakdale Library Building Automation Replacement	BSD-ODL-1701		150,000				150,000
Oakdale Library Exterior Envelope Repairs	BSD-ODL-1702		90,000				90,000
Gun Range Renovation	BSD-PWN-2001		60,000				60,000
Stafford Library Building Improvements	BSD-WSL-2001			500,000	500,000		1,000,000
Interior and Exterior Renovations	HC-1048-027	25,000	25,000	25,000	25,000	25,000	125,000
Public Facilities Total		1,450,000	1,370,000	1,480,000	1,509,000	1,037,000	6,846,000
Road & Bridge							
Proposed Bond Sale - 2019	BOND-2019			30,000,000			30,000,000
Intersection Control Projects	RB-2201	420,000	420,000	420,000	420,000	420,000	2,100,000
Misc. Safety/Traffic Capacity Projects	RB-2203	100,000	100,000	100,000	100,000	100,000	500,000
Pavement Preservation & Rehab	RB-2204	5,481,700	5,481,700	5,481,700	5,481,700	5,481,700	27,408,500
Structures	RB-2216	350,000	350,000	350,000	350,000	350,000	1,750,000
CSAH 18 - CSAH 13 to CSAH 38	RB-2512	200,000	650,000	6,000,000			6,850,000
CSAH 24 - N/S of TH 36	RB-2541	2,430,000					2,430,000
CSAH 21 - 40th Street to CSAH 14	RB-2577	3,000,000	500,000				3,500,000
St. Croix Valley Jurisdictional Study	RB-2578	500,000					500,000
CSAH 12 - TH 244 to CSAH 9	RB-2581	1,200,000	2,800,000	500,000	4,000,000		8,500,000
CSAH 13 - I-94 Pedestrian Bridge	RB-2587	100,000	3,367,400				3,467,400
CSAH 15 & TH 36 Interchange	RB-2588	1,000,000	3,000,000	3,000,000	18,000,000		25,000,000
CSAH 35 & TH 36 Interchange	RB-2589	3,681,000	15,176,000				18,857,000
CSAH 13 - Central Park Pl to Afton Rd/Pioneer Dr	RB-2590	25,000	100,000				125,000

Category	Project #	2018	2019	2020	2021	2022	Total
CSAH 9 - Gateway Trail Crossing	RB-2591	200,000	20,000				220,000
CSAH 18 - I-494 Crossing	RB-2592	35,000	350,000				385,000
CSAH 19 - CSAH 18 to Ravine Park	RB-2593	184,700	834,700				1,019,400
CSAH 23 - E Walnut St to E Chestnut St	RB-2599	1,000,000	600,000				1,600,000
CSAH 19 - Tamarack to I-94	RB-2601		750,000	7,000,000			7,750,000
CSAH 5 - Croixwood Blvd to Pine Tree Trail	RB-2607	1,100,000					1,100,000
CSAH 32 - CSAH 33 (Everton Ave) to US TH 61	RB-2609			500,000		1,000,000	1,500,000
CSAH 33 - CSAH 32 to CSAH 2	RB-2611			600,000		1,000,000	1,600,000
CSAH 5 - CR 64 to Sycamore St W	RB-2613	400,000	2,500,000				2,900,000
CSAH 13 & CSAH 22 Intersection	RB-2615	400,000	2,750,000				3,150,000
CSAH 17 - CSAH 10 to 30th Street	RB-2619	2,150,000	1,000,000				3,150,000
CR 65 - CSAH 10 to CSAH 14	RB-2621	450,000	1,000,000	5,000,000			6,450,000
CSAH 15 & CSAH 14 Intersection	RB-2622	2,200,000					2,200,000
CSAH 13 - CSAH 14 to 44th St - Phase II	RB-2623		500,000	250,000		3,500,000	4,250,000
CSAH 19 - Dale Road to CSAH 18	RB-2625		1,000,000	800,000	6,000,000		7,800,000
CSAH 15 - CSAH 10 to CSAH 14	RB-2627			700,000		500,000	1,200,000
CSAH 21- I-94 to 40th Street	RB-2629			500,000		500,000	1,000,000
Southwest Arterial Study	RB-2631			600,000			600,000
CR 50 - US TH 61 to CSAH 15	RB-2633			500,000	1,000,000	4,000,000	5,500,000
CSAH 13 - CSAH 20 to CSAH 18	RB-2635				600,000		600,000
CSAH 17 - TH 36 to CSAH 12	RB-2637					250,000	250,000
CSAH 5 - Sycamore St to TH 96	RB-2639			500,000	1,000,000	5,000,000	6,500,000
CSAH 3 - CSAH 7 to CSAH 4	RB-2641					200,000	200,000
CSAH 14 - Downtown Lake Elmo	RB-2643					850,000	850,000
CSAH 13 - Ideal Avenue	RB-2645		200,000		300,000		500,000
Red Rock Corridor Development	RRA-2297-09			50,000			50,000
Gateway Gold Line Bus Rapid Transit (BRT)	RRA-2297-11	5,000,000	6,000,000	19,000,000	36,500,000	34,000,000	100,500,000
Road & Bridge Total		31,607,400	79,449,800	51,851,700	73,751,700	57,151,700	293,812,300
GRAND TOTAL		34,602,500	82,675,500	55,431,700	77,360,700	59,838,700	309,909,100

Project # RB-2201
 Project Name Intersection Control Projects

Department Capital Road & Bridge Projects
 Contact PWD
 Type Improvement
 Useful Life 5+ years
 Category Road & Bridge

Location Various Roads District # Multiple

Description

Total Project Cost: \$2,100,000

The project scope includes an annual program for intersection control upgrades determined to be needed, but not incorporated as part of a larger roadway improvement project.

Projects under this program would typically be individually identified and programmed through the County's Intersection Control Ranking System.

This program assumes one intersection improvement is programmed per year at a cost of \$420,000.

Justification

High-level intersection controls (roundabouts and traffic signals) may be constructed at county highway intersections meeting criteria set forth in the county Intersection Control Ranking System.

The county proactively plans for the installation of intersection controls to improve the safety and efficiency of traffic flow on the County Highway System. The annual Intersection Control Ranking System determines the priority of these installations.

The number of projects programmed varies depending on actual budget funding, the availability of matching funds, unforeseen development, or intersection safety problems.

Expenditures	2018	2019	2020	2021	2022	Total
Planning / Design	20,000	20,000	20,000	20,000	20,000	100,000
Construction	400,000	400,000	400,000	400,000	400,000	2,000,000
Total	420,000	420,000	420,000	420,000	420,000	2,100,000

Funding Sources	2018	2019	2020	2021	2022	Total
Local Contributions	210,000	210,000	210,000	210,000	210,000	1,050,000
State Aid	210,000	210,000	210,000	210,000	210,000	1,050,000
Total	420,000	420,000	420,000	420,000	420,000	2,100,000

Budget Impact/Other

The typical traffic signal costs \$1,500 per year to operate and maintain. This cost to the public is off-set by the increased traffic flow efficiency and enhanced safety.

2018 Includes CSAH 19 & Hudson Boulevard Traffic Signal and Turn Lane Improvements.
 Project includes Local Cost Share.

Project # RB-2204
 Project Name Pavement Preservation & Rehab

Department Capital Road & Bridge Projects
 Contact PWD
 Type Improvement
 Useful Life 5+ years
 Category Road & Bridge

Location Various Roads District # Multiple

Description

Total Project Cost: \$27,408,500

The project scope includes an annual program comprised of pavement preservation projects including:

1. Seal coating
2. Crack filling
3. Pavement milling
4. Overlays
5. Cold-in-place recycling
6. Hot-in-place recycling
7. Pavement reclaim
8. Full depth reclamation
9. Paving gravel shoulders
10. Minor subgrade corrections

2018 will include:

1. County State Aid Highway (CSAH) 6 - Trunk Highway (TH) 120 to Grenada
2. CSAH 10 - CSAH 15 to CSAH 21
3. County Road (CR) 17B - CSAH 10 to Interstate 94
4. CSAH 3 - CSAH 4 to County Line
5. CR 52 - TH 97 to TH 95

Justification

These projects are scheduled to interrupt the normal deterioration of highways in order to extend the pavement life. Pavement condition is measured/calculated annually and reported as the system wide Pavement Condition Index (PCI) that assigns a value to each roadway segment on a scale of 1-100, with higher numbers equating to better pavement condition. Public Works Performance Measures set two goals: 1.) System wide average PCI = 72 or greater, and 2) no roadway PCI should be lower than 40.

Expenditures	2018	2019	2020	2021	2022	Total
Construction	5,481,700	5,481,700	5,481,700	5,481,700	5,481,700	27,408,500
Total	5,481,700	5,481,700	5,481,700	5,481,700	5,481,700	27,408,500

Funding Sources	2018	2019	2020	2021	2022	Total
County Program Aid	1,281,700	1,281,700	1,281,700	1,281,700	1,281,700	6,408,500
State Aid	2,000,000	2,000,000	2,000,000	2,000,000	2,000,000	10,000,000
Wheelage Tax	2,200,000	2,200,000	2,200,000	2,200,000	2,200,000	11,000,000
Total	5,481,700	5,481,700	5,481,700	5,481,700	5,481,700	27,408,500

Budget Impact/Other

County Program Aid funding refers to funding contingent on continued County Program Aid from the State of Minnesota. If this funding falls through, there will be reductions in the pavement program accordingly.

Projects completed under the Pavement Preservation Program reduce operation and maintenance costs.

2018 - County Road 17B (Lake Elmo Ave) from CSAH 10 to I-94. Includes Local Cost Share for 5th Street Turn Lanes to be reimbursed by Hunters Crossing and Southwind developments.

2019 - CSAH 13 (Inwood Ave) from CSAH 10 to CSAH 14. No Local Cost Share identified.

Project # RB-2587
 Project Name CSAH 13 - I-94 Pedestrian Bridge

Department Capital Road & Bridge Projects
 Contact PWD
 Type Construction
 Useful Life 5+ years
 Category Road & Bridge

Location Various Roads District # Multiple

Description Total Project Cost: \$4,134,900
 The project scope includes a pedestrian bridge over Interstate (I) I-94, adjacent to the County State Aid Highway (CSAH 13) (Inwood Avenue/Radio Drive) bridge in the cities of Woodbury, Lake Elmo, and Oakdale.

Justification
 Currently, pedestrians and cyclists cross I-94 in this area via a narrow section of the existing CSAH 13 bridge. This section does not meet current design standards for two-way trail traffic, and the approaches do not meet Americans with Disabilities Act standards.
 A new pedestrian bridge will accommodate all trail users, and will also provide the ability to repurpose the space on the bridge to allow for a third southbound travel lane. Traffic studies indicate this third lane will be needed in the near future.
 Repurposing of the existing space on the I-94 bridge to accommodate three southbound lanes, will thereby provide additional roadway capacity.

Prior	Expenditures	2018	2019	2020	2021	2022	Total
667,500	Construction		3,367,400				3,367,400
	Right-of-Way	100,000					100,000
Total	Total	100,000	3,367,400				3,467,400

Prior	Funding Sources	2018	2019	2020	2021	2022	Total
667,500	Federal Grants		2,847,800				2,847,800
	Local Contributions	50,000	50,000				100,000
Total	Total	50,000	469,600				519,600
	Total	100,000	3,367,400				3,467,400

Budget Impact/Other
 The project will increase operations and maintenance costs because of the added infrastructure.
 This project requires Federal funds. If Federal funding is not available, this project may be delayed or deferred.

Project is not located in Lake Elmo (Woodbury/Oakdale), however is located directly adjacent to Lake Elmo and provides improved pedestrian connection over I-94.

Project # RB-2588
 Project Name CSAH 15 & TH 36 Interchange

Department Capital Road & Bridge Projects
 Contact PWD
 Type Construction
 Useful Life 5+ years
 Category Road & Bridge

Location Various District # Multiple

Description Total Project Cost: \$25,569,600
 The project scope includes a grade separated interchange on County State Aid Highway (CSAH) 15 (Manning Avenue N) at the intersection with Trunk Highway (TH) 36, and the addition of a south frontage road.

Justification
 This intersection currently operates an at-grade intersection controlled by a fully actuated traffic control signal. Growing traffic demands on both TH 36 and CSAH 15 require a grade separated interchange.

Prior	Expenditures	2018	2019	2020	2021	2022	Total
569,600	Planning / Design	1,000,000	1,000,000				2,000,000
	Construction				18,000,000		18,000,000
Total	Right-of-Way		2,000,000	3,000,000			5,000,000
	Total	1,000,000	3,000,000	3,000,000	18,000,000		25,000,000

Prior	Funding Sources	2018	2019	2020	2021	2022	Total
569,600	Federal Grants				7,000,000		7,000,000
	Local Contributions				5,000,000		5,000,000
Total	State Aid				6,000,000		6,000,000
	State Bonds	1,000,000	3,000,000	3,000,000			7,000,000
	Total	1,000,000	3,000,000	3,000,000	18,000,000		25,000,000

Budget Impact/Other
 The project will increase operation and maintenance costs because of added infrastructure associated with the interchange.
 It is expected that local agencies, the State of Minnesota, and Federal Aid will provide funding for this project. If this funding is not obtained, this project would be delayed.

High level estimate shows \$5 million in Local Contributions starting in 2021.

Project # **RB-2619**
 Project Name **CSAH 17 - CSAH 10 to 30th Street**

Department Capital Road & Bridge Projects
 Contact PWD
 Type Construction
 Useful Life 5+ years
 Category Road & Bridge

Location Lake Elmo District # 3

Description Total Project Cost: \$3,358,800

The project scope includes the following improvements on County State Aid Highway (CSAH) 17 (Lake Elmo Avenue) from CSAH 10 (10th Street North) to 30th Street North:

- 1) New pavement
- 2) Improved surface water management
- 3) Evaluation of improved pedestrian accommodations

Justification

The current pavement along this corridor is in poor condition. Additionally, the presence of numerous utility cuts and patches has created a roadway surface that is uneven and does not provide adequate ride quality.

This project is also an opportunity to evaluate and address concerns related to surface water management. The road is adjacent to Lake Elmo, so improved water management will help maintain high water quality in the lake.

Additional concerns have been raised relating to pedestrian safety and accessibility in this area. The roadway is a popular cycling and pedestrian route. This project will evaluate options to improve pedestrian accommodations.

Prior	Expenditures	2018	2019	2020	2021	2022	Total
208,800	Planning / Design	150,000					150,000
	Construction	2,000,000	1,000,000				3,000,000
Total	Total	2,150,000	1,000,000				3,150,000

Prior	Funding Sources	2018	2019	2020	2021	2022	Total
208,800	State Aid	2,150,000	1,000,000				3,150,000
Total	Total	2,150,000	1,000,000				3,150,000

Budget Impact/Other
 The project will increase operation and maintenance costs because of the added infrastructure.

CSAH 17 Phase 3 Project. Includes Local Cost Share, including turn lane improvements to Royal Golf along CSAH 17 and CSAH 10 (reimbursed to City through Development Agreement).

Project # **RB-2622**
 Project Name **CSAH 15 & CSAH 14 Intersection**

Department Capital Road & Bridge Projects
 Contact PWD
 Type Construction
 Useful Life 5+ years
 Category Road & Bridge

Location Lake Elmo District # 3

Description

Total Project Cost: \$2,200,000

The project scope includes realignment of the intersection of County State Aid Highway (CSAH) 15 and CSAH 14.
 Funds were also budgeted in a prior CIP for this project under project #RB-2562.

Justification

The roadway has served its useful life and will need to be reconstructed because of poor pavement quality, lack of capacity of current and future projected traffic volumes, lack of pedestrian facilities, and the need for additional safety improvements.

Expenditures	2018	2019	2020	2021	2022	Total
Construction	2,200,000					2,200,000
Total	2,200,000					2,200,000
Funding Sources	2018	2019	2020	2021	2022	Total
State Grants	2,200,000					2,200,000
Total	2,200,000					2,200,000

Budget Impact/Other

The project will increase operations and maintenance costs because of added pavement widths and infrastructure.

CSAH 15 (Manning Ave) Phase 2 Improvements. Includes Local Cost Share. City is applying for Local Road Improvement Program funding, Grant application is highly competitive. Project was funded in 2016. 2018 funds shown above represents supplemental funding.
 Project includes center left turn lanes at 30th Street North and Manning Trail North.

Project # **RB-2623**
 Project Name **CSAH 13 - CSAH 14 to 44th St - Phase II**
 Location **Lake Elmo** District # **Multiple**

Department **Capital Road & Bridge Projects**
 Contact **PWD**
 Type **Construction**
 Useful Life **5+ years**
 Category **Road & Bridge**

Description Total Project Cost: \$4,250,000

The project scope for Phase II includes the following improvements on County State Aid Highway (CSAH) 13 (Ideal Avenue) from approximately 44th Street to County State Aid Highway 14:

1. Two-lane highway construction
2. Construction of trails on the west side of the highway
3. Drainage improvements including stormwater treatment facilities
4. Intersection control improvement at CSAH 13 and 40th Street and 36th Street

Preliminary design along with public engagement was completed with the corridor study and will need to be reviewed due to the fact there is large scale development potential to the west of CSAH 13 that will require coordination. A final project scope, right-of-way acquisition required, and cost estimates will be refined prior to starting final design. The estimated cost is based on the corridor study.

Justification

CSAH 13 is a north-south minor arterial serving regional traffic in Oakdale and Lake Elmo. Land development in the area continues to have a lot of activity including requests for new access onto CSAH 13. Providing for increased capacity and allowing appropriate access is critical for regional traffic.

Phase I was constructed in 2017 and included highway reconstruction with the addition of a trail on the west side, sanitary sewer, and stormwater treatment facilities.

Expenditures	2018	2019	2020	2021	2022	Total
Planning / Design		500,000				500,000
Construction					3,500,000	3,500,000
Right-of-Way			250,000			250,000
Total		500,000	250,000		3,500,000	4,250,000

Funding Sources	2018	2019	2020	2021	2022	Total
Local Contributions		100,000	125,000		500,000	725,000
State Aid		400,000	125,000		3,000,000	3,525,000
Total		500,000	250,000		3,500,000	4,250,000

Budget Impact/Other

The project funding is contingent on receiving state grants through a competitive process managed by the Minnesota Department of Transportation. If this project is not selected it will need to be delayed.

Scheduled for 2022 construction. CSAH 13 (Ideal Ave) Phase 2. Project could move up to 2019 if County is successful with TED Grant Application or significant development activity in Oakdale. Includes Local Cost Share.

Project # RB-2627
 Project Name CSAH 15 - CSAH 10 to CSAH 14

Department Capital Road & Bridge Projects
 Contact PWD
 Type Construction
 Useful Life 5+ years
 Category Road & Bridge

Location Various District # 3

Description

Total Project Cost: \$15,200,000

The project scope includes the following improvements on County State Aid Highway (CSAH) 15 between CSAH 10 and CSAH 14:
 1) Expansion to a four lane divide highway
 2) Access Management
 3) Intersection Control
 4) Separate Multi-Use Trail
 5) Landscaping and Aesthetics

Justification

CSAH 15 is the backbone of the County's transportation system, thus is an important north-south route connecting I-94 to Lake Elmo, Stillwater and beyond. These improvements are necessary to ensure the ongoing safe and efficient operation of this highway segment.

Expenditures	2018	2019	2020	2021	2022	Total	Future
Planning / Design			700,000			700,000	14,000,000
Right-of-Way					500,000	500,000	Total
Total			700,000		500,000	1,200,000	

Funding Sources	2018	2019	2020	2021	2022	Total	Future
Local Contributions			100,000			100,000	14,000,000
State Aid			600,000		500,000	1,100,000	Total
Total			700,000		500,000	1,200,000	

Budget Impact/Other

The project will increase operations and maintenance costs because of added pavement widths and infrastructure.

Scheduled for 2023 construction. CSAH 15 (Manning Ave) Phase 3 Improvements. Will include Local Cost Share.

Project # RB-2643
 Project Name CSAH 14 - Downtown Lake Elmo

Department Capital Road & Bridge Projects
 Contact PWD
 Type Construction
 Useful Life 5+ years
 Category Road & Bridge

Location Lake Elmo District # 3

Description

Total Project Cost: \$9,650,000

The project scope includes the following improvements to County State Aid Highway (CSAH) 14 (Stillwater Blvd) through Lake Elmo downtown area:

- 1) Safety improvements
- 2) Access management
- 3) Pavement improvement
- 4) Turn lane and intersection improvements
- 5) Pedestrian and non-motorized accommodations
- 6) Drainage improvements that align with the regional drainage plan developed in 2015

Justification

CSAH 14 is a two lane arterial highway that runs through the heart of the City of Lake Elmo. There are numerous access points, a lack of turn lane accommodations and minimal pedestrian accommodations throughout this approximately 1.5 mile segment.

Additionally, surface water management is accomplished via a series of ditches and culverts, many of which have partially collapsed or filled in. The result is localized flooding and standing water issues.

This entire corridor needs to be reconstructed to better accommodate traffic demand, while serving pedestrians and providing reasonable and safe access to local businesses and residents.

Expenditures	2018	2019	2020	2021	2022	Total	Future
Planning / Design					850,000	850,000	8,800,000
Total					850,000	850,000	Total

Funding Sources	2018	2019	2020	2021	2022	Total	Future
Local Contributions					350,000	350,000	8,800,000
State Aid					500,000	500,000	Total
Total					850,000	850,000	

Budget Impact/Other

The project will increase operation and maintenance costs associated with additional pavement, trails, and sidewalk infrastructure which will require additional resources to own, operate and maintain.

New CIP project through Downtown Lake Elmo scheduled for 2023 construction. Will include Local Cost Share.

Project # RB-2645
 Project Name CSAH 13 - Ideal Avenue

Department Capital Road & Bridge Projects
 Contact PWD
 Type Construction
 Useful Life 5+ years
 Category Road & Bridge

Location Various District # Multiple

Description

Total Project Cost: \$3,000,000

The project scope includes the following improvements to County State Aid Highway (CSAH) 13 (Idea Avenue) located in Oakdale and Lake Elmo:

- 1) Safety improvements
- 2) Pavement improvement
- 3) Turn lane and intersection improvements
- 4) Pedestrian and non-motorized accommodations
- 5) Drainage improvements

Justification

This segment of Idea Avenue was constructed in 2002, prior to major commercial developments in this area. These developments and their need for safe and efficient turn lanes and access, drive the need to reconstruct this roadway to better accommodate the balance between access and mobility.

Additionally, the railroad crossing is in need of upgrades, including widening. This area is also a nexus for regional surface water drainage, thus the design needs to work toward improving regional surface water management.

Expenditures	2018	2019	2020	2021	2022	Total	Future
Planning / Design		200,000				200,000	2,500,000
Land Acquisition				300,000		300,000	Total
Total		200,000		300,000		500,000	
Funding Sources	2018	2019	2020	2021	2022	Total	Future
State Aid		200,000		300,000		500,000	2,500,000
Total		200,000		300,000		500,000	Total

Budget Impact/Other

The project will increase operation and maintenance costs associated with additional pavement, drainage and sidewalk infrastructure.

New CIP project scheduled for 2023 construction. CSAH 13 (Ideal Ave) south of CSAH 14.



STAFF REPORT

DATE: November 7, 2017
CONSENT
ITEM# 12

AGENDA ITEM: US Solar Sunscription
TO: Mayor and City Council
SUBMITTED BY: Kristina Handt, City Administrator

BACKGROUND:

At their September meeting, the Environmental Committee, reviewed the proposal from US Solar to buy a subscription to a community solar garden. They recommended approval of the subscription subject to review by the City Attorney.

ISSUE BEFORE COUNCIL:

Should Council approve the agreement with US Solar?

PROPOSAL:

Included in your packet is the US Solar Flat Rate Sunscription Agreement that includes some changes attorney Doug Shaftel was able to negotiate and he offers the comments in the following paragraphs. US Solar agreed to some minor revisions, but rejected revisions that would have given the City an opportunity to terminate in the event of severe underproduction. US Solar feels that the City is getting a good deal on the financial terms and, therefore, is unwilling to further alter the conditions of early termination. This version does include a “production guarantee” that provides for a \$1,000 payment from US Solar to the City when production drops below 85% of estimated energy for any single year after year three, which is not something typically found in other recent agreements they have.

The City’s financial penalties for breaking the contract before the end of the 25-year term will be so severe that it will be financially infeasible to do so. Unless US Solar or the City can find a replacement subscriber, to get out of the contract, the City must make a balloon payment of all remaining payments due for projected energy for the remainder of the term (minus any amount Xcel pays US Solar for the City’s allotment). If the subscription becomes financially undesirable to the City, others are unlikely to assume the City’s obligations.

The only circumstance under which the City could terminate early without penalty (other than by transferring its allotted energy to another subscriber) would be if the project does not produce any energy for more than six months or, if due to an act of nature, the project is damaged and does not produce energy for more than one year.

A few other issues:

1. Taxes. Under ¶5.6, the City is currently not responsible for any taxes associated with the production of solar energy from the assigned garden(s). In the event that the legislature ever imposes a tax on the City’s receipt of bill credits, the City is responsible for their payment.

2. Publicity. Under ¶8.3 of the agreement, if the City wants to advertise to the public that it is using solar power, it will need to give US Solar the opportunity and review and comment on the proposed materials.

3. Assignment of the garden. Under ¶7.1, US Solar can effectively assign the City's subscription agreement to any other party without the City's consent, as long as that party assumes its obligations. Therefore, the City may find itself, as early as year one of the term, making payments to an entity with no relationship to US Solar.

4. Limitation of City remedies for underperformance. Under ¶10.7, the City's remedies, in the event that the garden is severely underperforming are limited to the \$1,000 annual payment.

In sum, the City may have good reasons for entering into this agreement, such as promoting alternative energy. This presents an opportunity to do so with no up-front financial costs. But the real cost to the City is that it must make a 25-year commitment to pay its allocated amount of energy produced by the garden, regardless of whether the projected savings are realized.

US Solar informed Doug that due to early snow, construction of US Solar's gardens may be pushed back to the spring. That will impact the timing of when US Solar assigns the City to one or more gardens. But it shouldn't impact the potential financial benefits of the agreement unless the delay causes US Solar to assign the City to a new garden that lacks interconnection approval. Therefore, the attorney recommends that, if Council desires to approve of the agreement, the Council condition its approval on US Solar assigning it to a project for which Xcel has already granted interconnection approval.

FISCAL IMPACT:

The City may save about \$127,000 over the 25 year term of the contract but that is not guaranteed. It is based upon an assumption that energy will increase at 2.5% annually. While that has been the case over the last decade or so, there's no guarantee for the future.

OPTIONS:

- 1) Approve the US Solar Flat Rate Subscription Agreement as presented
- 2) Amend and then Approve the US Solar Flat Rate Subscription Agreement
- 3) Do not Approve the US Solar Flat Rate Subscription Agreement

RECOMMENDATION:

If removed from the consent agenda:

“Motion to approve the US Solar Flat Rate Subscription Agreement subject to US Solar assigning it to a project for which Xcel Energy has already granted interconnection approval.”

ATTACHMENTS:

- US Solar Flat Rate Subscription Agreement
- Subscription Overview
- Subscription Proposal

US Solar Flat Rate SunscriptionSM Agreement

This Flat Rate SunscriptionSM Agreement (this “**Agreement**”) is entered into by and between US Solar LLC (together with its successors and assignees, “US Solar” or “we”) and the Subscriber described below (together with any permitted transferees, “Project Subscriber” or “you”) (each a “**Party**” and collectively the “**Parties**”) and is effective as of the date signed by the Parties (the “**Effective Date**”).

Project Subscriber:		US SolarSM:																	
Name and Address	City of Lake Elmo 3800 Laverne Ave N Lake Elmo, MN 55042 Attention: Kristina Handt	Name and Address	US Solar LLC 100 N 6 th Street, Suite 218C Minneapolis, MN 55403 Attention: MN CSG Notices																
Phone	651-747-3905	Phone	(612) 294-6978																
E-mail	KHandt@lakeelmo.org	E-mail	info@us-solar.com																
Premises and Account Numbers	<table border="0"> <tr> <td>Account</td> <td>Premise</td> </tr> <tr> <td>51-4504807-7</td> <td>303135351</td> </tr> <tr> <td></td> <td>302177887</td> </tr> <tr> <td></td> <td>302271471</td> </tr> <tr> <td>51-5356323-8</td> <td>303567606</td> </tr> <tr> <td></td> <td>303035927</td> </tr> <tr> <td>51-4580376-5</td> <td>304120112</td> </tr> <tr> <td></td> <td>302429100</td> </tr> </table>	Account	Premise	51-4504807-7	303135351		302177887		302271471	51-5356323-8	303567606		303035927	51-4580376-5	304120112		302429100		
Account	Premise																		
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	302271471																		
51-5356323-8	303567606																		
	303035927																		
51-4580376-5	304120112																		
	302429100																		
Community Solar Garden Allocation	An amount expected to produce up to 129,678 kWh, equal to 120% of Project Subscriber's average annual electricity consumption (“AAEC”) (net of any other distributed generation resources serving a relevant Premises) over the prior twenty-four (24) months with respect to its eligible Account and Premises numbers, allocated to multiple projects. Project Subscriber’s AAEC is equal to approximately 108,065 kWh.																		

This Agreement sets forth the terms and conditions of your subscription to the Community Solar Garden(s) described in **Exhibit B** (individually and collectively, as context requires, a “**Project**”) and installed at the Community Solar Garden Site(s) described in **Exhibit B** (individually and collectively, as context requires, a “**Project Site**”). Capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Standard Contract for Solar Rewards Community contract (“**SRC Contract**”).

The exhibits listed below are incorporated by reference and made part of this Agreement.

- Exhibit A** Definitions
- Exhibit B** Project(s) and Project Site(s)
- Exhibit C** Bill Credit Types, Current Bill Credit Rates, and Current SunscriptionSM Rates
- Exhibit D** Estimate of Subscribed Energy

- Exhibit E** [Reserved]
- Exhibit F** Form of SRC Contract
- Exhibit G** Form of Agency Agreement
- Exhibit H** Project Subscriber Data

**ARTICLE 1
SUBSCRIPTION**

1.1 **Subscribing to Project Capacity.** You are subscribing to the Community Solar Garden Allocation (“**CSG Allocation**”) identified for each Project on the front page of this Agreement on the terms and conditions set forth herein.

1.2 **Bill Credit Value.** As more fully detailed in the SRC Contract, your CSG Allocation entitles you to receive a Bill Credit against your monthly retail electrical bill equal to the product of (i) the amount of your Subscribed Energy for each Production Month, and (ii) your applicable Bill Credit Rate. Bill Credits are the dollar amounts paid by NSP to you as a credit on your retail electric bill to compensate you for your beneficial share of the solar electricity produced by the Project and delivered to NSP from the Project.

1.3 **Bill Credit Rate.** Bill Credit Rates are found in the CSG Tariff. The Bill Credit Rates in effect as of the Effective Date are as follows:

Customer Class	Bill Credit Type	Bill Credit Rate per kWh (AC) for Energy Delivered to Company
	Standard	\$0.12798
	Enhanced – Solar Gardens > 250kW (AC)	\$0.14798
	Standard	\$0.10296
	Enhanced – Solar Gardens > 250kW (AC)	\$0.12296

Your Bill Credit Rate will be updated annually (or otherwise as provided by order of the MPUC) during the Term only to reflect any updates in the applicable retail rate (labeled the “Standard” rate in the chart above) with respect to your customer class, as reflected in the CSG Tariff. The amount of the CSG “Enhanced” rate premium over the Standard rate reflects the value of the Project’s RECs sold and delivered by us to NSP. Per the CSG Tariff, the amount of CSG “Enhanced” rate premium over the Standard rate will not change over the Term. Please see Exhibit C for your account by account Bill Credit Type, current Bill Credit Rates, and current SunscriptionSM Rates.

1.4 **Subscribed Energy.** The estimated amount of Subscribed Energy produced by your CSG Allocation over the Term is set forth in Exhibit D.

1.5 **SunscriptionSM Rate and Payments.**

(a) Your SunscriptionSM Rate for each Project for each Production Month shall be equal to \$0.1199/kWh for each of your General Service accounts and \$0.1444/kWh for each of your Small General Service accounts. Please see Exhibit C for additional details about Bill Credit types, current Bill Credit Rates, and current SunscriptionSM Rates.

(b) The monthly payment amount you owe to US Solar (each, a “**SunsubscriptionSM Payment**”) is equal to the product of (i) your Subscribed Energy produced in a given Production Month, and (ii) your SunsubscriptionSM Rate.

(c) SunsubscriptionSM Payments will be invoiced monthly, beginning the first month after the Date of Commercial Operation (“**COD**”) of each particular Project, and you agree to make the full monthly SunsubscriptionSM Payment within forty (40) days of receiving our invoice.

(d) We shall provide you with written notice of the Date of Commercial Operation.

1.6 No Additional Funds. The SunsubscriptionSM Payments represent full payment by you for your CSG Allocation subscription, and we shall not have any right to compel you to advance or pay any additional funds for the construction or maintenance of the Project or your CSG Allocation.

1.7 Ownership Limitation. Project Subscriber is not purchasing, and US Solar is not selling or transferring to Project Subscriber:

- (a) Any ownership or lien in any specific modules or tangible component of the Project;
- (b) Any ownership or membership interests or rights in US Solar or any entity which owns or may subsequently own the Project (for each Project, a “**Project Owner**”) or any financial rights or distributions associated with such ownership;
- (c) Any right to any payment by NSP to US Solar or the Project Owner with respect to Unsubscribed Energy;
- (d) Any right to manage, direct, control or operate the Project, US Solar or Project Owner; or
- (e) Any RECs produced by the Project or any payment by NSP to US Solar or Project Owner with respect to the RECs.

1.8 Term. The term of the Agreement (“**Term**”) shall begin on the Effective Date and shall end, with respect to each Project, twenty five years after the COD of such Project unless otherwise provided for in this Agreement..

ARTICLE 2 STANDARD CONTRACT FOR SOLAR REWARDS COMMUNITY

2.1 SRC Contract. With respect to each Project, US Solar or the applicable Project Owner will enter into the SRC Contract once offered by NSP. Please see Exhibit F for the form of SRC Contract. Among other things, the SRC Contract provides for the following:

- (a) US Solar acting as the Community Solar Garden Operator;
- (b) Sale and delivery to NSP of all electricity and RECs generated by the Project for a term of twenty five (25) years;
- (c) Allocation to Subscribers by NSP of Bill Credits in exchange for delivery by US Solar, or the applicable Project Owner, of the electricity and RECs generated by the Project; and

- (d) US Solar ensuring compliance with the Community Solar Garden Statutory Requirements (“**Eligibility Requirements**”), which include eligibility requirements relating to both the Project and Subscribers.

2.2 Subscriber Agency Agreement and Consent Form. Attached to the SRC Contract is a Subscriber Agency Agreement and Consent Form (“**Agency Agreement**”) that you will be required to sign. Please see Exhibit G for the form of Agency Agreement. Among other things, the Agency Agreement provides for the assignment of energy and RECs to NSP and provides information regarding the following:

- (a) Data access, control, and disclosure;
- (b) Contacting NSP about certain questions regarding your Bill Credits; and
- (c) Contacting US Solar about questions regarding this Agreement, NSP’s data policies, and Project-related items.

**ARTICLE 3
ELIGIBILITY AND EXCESS BILL CREDIT PURCHASE**

3.1 Eligibility Data. You acknowledge that the account data contained in Exhibit H is complete and accurate and that US Solar may use the data for purposes of confirming your conformance with the applicable Eligibility Requirements. You agree to provide US Solar and the applicable Project Owner with any additional information we request to determine, verify, or confirm your eligibility at any time during the Term.

3.2 Authorization to Access Data. You authorize US Solar and the applicable Project Owner to use all eligibility data set forth in Exhibit H, as well as your electric bills for each Eligible Address for the most recent twenty-four (24) months, to assist US Solar and the applicable Project Owner in confirming your eligibility.

3.3 Credit Information. Subject to the confidentiality and privacy provisions of Section 8.1, you agree to provide US Solar with information reasonably necessary for US Solar, the Project Owner, or its Financing Parties to confirm your creditworthiness.

3.4 Excess Bill Credit Purchase. As per the SRC Contract, any excess Bill Credits (i.e., Bill Credits in a billing period that exceed the amount you owe NSP for your regular retail service in that period) will be carried forward and credited against all charges for at least a twelve (12) month cycle. Under the SRC Contract, NSP will be required to purchase from you all such Bill Credits with the billing statement that includes the last day of February and restart the credit cycle the following period with a zero credit balance.

**ARTICLE 4
US SOLAR RESPONSIBILITIES**

4.1 Design and Implementation. We agree to develop, design, finance and construct the Project(s), including, but not limited to, site acquisition, the filing of interconnection applications and procurement of an interconnection agreement with NSP, the selection and procurement of Project components, and the installation and testing of all Project components.

4.2 Application Process. We shall submit each Project to NSP for approval as a Community Solar Garden (“**CSG**”) in accordance with the CSG Tariff and shall provide all information required by NSP to determine the completeness of our application and technical viability of each Project. Once offered by NSP, we (or the applicable Project Owner) shall enter into the SRC Contract, interconnection agreement, and other agreements with NSP that may be necessary to qualify each Project as a CSG and for the Project to operate and deliver energy to NSP.

4.3 Timeliness. In keeping with the time requirements set forth in the SRC Contract, we shall use commercially reasonable efforts to finish construction and installation of each particular Project within twenty four (24) months after NSP has deemed complete our CSG application with respect to such Project.

4.4 Eligibility Compliance. US Solar is responsible for confirming compliance with the Eligibility Requirements, including verification of the eligibility information you have provided to US Solar.

4.5 Maintenance. We will maintain the Project in a prudent manner and in accordance with industry standards throughout the Term. We will provide you with notice of any material repair or replacement event that is reasonably anticipated to exceed one hundred eighty (180) days.

4.6 Insurance. We will maintain insurance consistent with the requirements of the SRC Contract and Interconnection Agreement and/or any Financing Party, and shall use commercially reasonable efforts to name Project Subscriber as an additional insured with respect to commercial general liability insurance procured in connection therewith.

4.7 Performance Ratio Guarantee. Commencing at the end of the third calendar year following the year in which the last Project reaches COD, we guarantee that the average annual Subscribed Energy produced during the prior (3) calendar years (“Average Annual Production”), shall not be less than eighty-five percent (85%) of your Estimate of Subscribed Energy, as enumerated in Exhibit D, and as adjusted for Force Majeure Events (“Guaranteed Production”), for the applicable calendar year. In any year in which your Average Annual Production does not equal or exceed the Guaranteed Production, we will pay you an amount equal to one thousand dollars (\$1,000.00) within forty five (45) days following the end of the applicable calendar year.

ARTICLE 5 FURTHER INFORMATION

5.1 Unsubscribed Energy. Unsubscribed Energy will be purchased by NSP from the Project in accordance with the SRC Contract and Applicable Laws.

5.2 Reserves. US Solar will establish reserve funds available for use to maintain the Project and pay Project operating expenses such as taxes, maintenance, insurance, and management services for the Term.

5.3 Other Agreements and Documents.

(a) Upon your request we will provide the following when and as available:

- i. Copy of the SRC Contract between NSP and the Project Owner;
 - ii. Copy of the solar module warranty;
 - iii. Certificate(s) of insurance; and
 - iv. Long-term maintenance plan.
- (b) We will provide you with any other information that you may request, or that we may be required to deliver, under the CSG Tariff.
- (c) You agree to sign an acknowledgment of receipt of any such materials.

5.4 Information Sharing. The Parties acknowledge the Agency Agreement contains certain provisions relating to “Subscriber Account Information” and “Subscriber’s Energy Use Data” and agree to adhere to those provisions.

5.5 Fair Disclosure. You acknowledge that, prior to entering into this Agreement and becoming a Subscriber, we provided you with a copy of the SRC Contract. US Solar will comply with all other requirements of the MPUC and CSG Tariff with respect to communications with you.

5.6 Taxes. You recognize that neither we nor NSP makes any representations or warranties concerning the taxable consequences, if any, to you with respect to your Bill Credits, your SunscriptionSM Payments, or your participation in the Project. We are responsible for paying the Minnesota Solar Energy Production Tax, if any, under Minnesota Statutes 272.0295 and all amendments thereto. We are also responsible for all income, gross receipts, ad valorem, personal property or real property or other similar taxes and any and all franchise fees or similar fees assessed against us due to our ownership of the Project. We are not obligated for any taxes payable by or assessed against Project Subscriber based on or related to Project Subscriber’s overall income or revenues. You are responsible to either pay or reimburse us for any and all other Taxes assessed on the sale, delivery, or consumption of your Bill Credits.

5.7 Securities Laws. Neither we nor NSP makes any representations or warranties concerning the implication of any federal or state securities laws with respect to this Agreement or your CSG Allocation. Neither this Agreement nor your CSG Allocation has been registered under the Securities Act of 1933, as amended, or any state securities laws. US Solar does not believe this Agreement or the CSG Allocation constitute a security governed by such laws but, in the event any such securities laws may apply, Project Subscriber represents that, as of the Effective Date, it is an “accredited investor” as that term is defined in Rule 501 of the Securities and Exchange Commission under the Securities Act of 1933, as amended. Project Subscriber agrees that it is not entering into this Agreement or acquiring the Bill Credits for the purpose of making a market in such interests or trading them on any securities market or equivalent thereof which might fall within the scope of such laws. You are urged to seek your own professional advice on these matters.

ARTICLE 6 TRANSFERABILITY

6.1 General. This Agreement and your Bill Credits are your personal property. Your ability to continue to receive Bill Credits is dependent upon your continuing compliance with the applicable Eligibility Requirements and your payment of the SunscriptionSM Payments. This Agreement and the Bill Credits are transferable only as set forth below. This Agreement and the

Bill Credits are not transferable by you, whether voluntarily or by operation of law, at any time when you are in default under this Agreement, unless as approved by US Solar.

6.2 Sale or Transfer to Other Eligible Subscribers. You may voluntarily sell or transfer this Agreement, or any portion of your CSG Allocation (but not less than the minimum set by Eligibility Requirements), for any reason (but not more than once in any twelve (12) month period) and to any person or entity who, at the time of the sale or transfer meets applicable Eligibility Requirements for the relevant Project(s). Any amounts you collect from a transferee in respect of your transfer of this Agreement, or any portion of your CSG Allocation, belongs to you. Neither US Solar nor a Project Owner will have any claim or right to any such amounts you may receive.

Your sale or transfer of your CSG Allocation for any Project is expressly conditioned upon:

- (a) US Solar receiving at least ninety (90) days' prior written notice identifying the prospective purchaser or transferee, providing the physical address at which it takes electric service from NSP, the NSP account number and all other information needed to determine its eligibility to be a Subscriber, as well as any other subscriptions in the relevant Project or other CSGs held by the proposed transferee, and any solar facility owned or leased by the proposed transferee at the address associated with the proposed transfer;
- (b) Receipt by US Solar of authorizations from the proposed transferee needed to access their NSP account data, and receipt by US Solar of usage data at the proposed transferee's address needed to calculate its historic electrical usage;
- (c) Determination by US Solar that the proposed transferee is eligible to be a Subscriber in the relevant Project and that its participation as a Subscriber will not cause the Project to fail any Eligibility Requirement or otherwise fail to comply with any Applicable Laws or contractual obligations to NSP;
- (d) The proposed transferee's (i) express written assumption of this Agreement or execution and delivery of a new subscription agreement with US Solar as to the CSG Allocation on terms acceptable to US Solar, including the cure of any prior defaults arising under this Agreement; and (ii) execution of an Agency Agreement or any other document reasonably required by US Solar or NSP to effectuate the transfer and maintain compliance with the Eligibility Requirements;
- (e) The proposed transferee meeting our credit requirements; and
- (f) US Solar receiving any applicable Cover Cost Amount from Project Subscriber.

US Solar shall notify NSP of any such transfer so that NSP may change the applicable Subscriber benefits to apply to the transferee's retail NSP electric account.

6.3 Relocation/Sale of Eligible Address.

- (a) If during the Term you move from an Eligible Address and are no longer the NSP account-holder at that address, you may transfer all or part of your CSG Allocation to another Eligible Address of yours (new or existing) conditioned on the following:

- i. You provide us with at least ninety (90) days' notice of such transfer; and
 - ii. We determine that the new address, including the prior electrical usage at that address, will allow for the transferred CSG Allocation to continue to meet the applicable Eligibility Requirements.
- (b) If during the Term you move from or sell an Eligible Address and are no longer the NSP account-holder at that address, and you are not relocating to a new Eligible Address or do not have sufficient subscription capacity an another Eligible Address, before moving you must either:
 - i. Sell or transfer the relevant portion of your CSG Allocation in accordance with Section 6.2. If requested by you, we will use commercially reasonable efforts for up to one hundred eighty (180) days to assist you in this process; or
 - ii. Cancel the relevant portion of your CSG Allocation pursuant to Section 10.1 (a)(iii) below.
- (c) You are obligated to maintain compliance with the applicable Eligibility Requirements and to notify us if you plan to be out of compliance. You acknowledge that your failure to maintain compliance with the applicable Eligibility Requirements may result in NSP not paying you Bill Credits and our cancellation of the relevant CSG Allocation.
- (d) This Agreement confers to us no right to interfere with, or require our consent to, your sale or transfer of your real property.

ARTICLE 7 FINANCING

7.1 **Consent.** We may, without your prior consent, in whole or in part, (i) assign, mortgage, pledge or otherwise collaterally assign our interests in this Agreement and the Project to any Financing Party, (ii) directly or indirectly assign this Agreement and the Project to a Project Owner or an affiliate or subsidiary of ours, (iii) assign this Agreement and the Project to any entity through which we are obtaining financing or capital for the Project; and (iv) assign this Agreement and the Project to any person succeeding to all or substantially all of our assets. In the event of any such assignment (other than a collateral assignment), we shall be released from all our liabilities and other obligations under this Agreement (only upon assumption of our obligations hereunder by the assignee). However, any assignment of our rights and/or obligations under this Agreement shall not result in any change to your rights and obligations under this Agreement. A Financing Party may assign its interest at any time, and without your consent, to another person or another Financing Party. If the Financing Party or its successor becomes the owner of our interest by foreclosure or otherwise, it may sell or transfer that interest to any third party without your consent. Notwithstanding anything to the contrary in this Agreement, we must provide notice to you notice of any assignment or reassignment of this Agreement within ten (10) days of such event, although our failure to do so shall not invalidate an assignment or reassignment otherwise authorized under this Agreement.

7.2 **Changes.** You acknowledge that we may obtain construction and long-term financing from one or more Financing Parties. Both Parties agree in good faith to consider and

to negotiate changes or additions to this Agreement that may be reasonably requested by the Financing Parties; provided, that such changes do not alter the fundamental terms of this Agreement. In connection with any assignment by us (or the Financing Parties, as described below), you agree to execute any consent, estoppel or acknowledgement in form and substance reasonably acceptable to such Financing Parties (in no event shall you be required to sign such consent, estoppel or acknowledgement if it indirectly modifies the fundamental terms of this Agreement). If this Agreement applies to more than one Project, you also agree to execute a separate Agreement for each Project if requested by us in connection with such assignment.

7.3 Notice and Opportunity to Cure. You may not terminate or suspend your performance due to our Event of Default unless you have given the Financing Parties prior written notice of your intent to so terminate or suspend this Agreement. In your notice you will describe the circumstances giving rise to our default, and provide the Financing Parties with the opportunity to cure the default within thirty (30) days after receipt of such notice or any longer period provided for in this Agreement. If our default reasonably cannot be cured by the Financing Parties within the period provided and the Financing Parties commence and pursue to cure of such default within that period, the period for cure will be extended for a reasonable period of time under the circumstances, but not to exceed an additional sixty (60) days. The Parties' respective obligations under this Agreement will otherwise remain in effect during the cure period. If the Financing Parties or an assignee (including any buyer or transferee) acquires title to or control of our assets and within the applicable time periods cures all defaults under this Agreement existing as of the date of such change in control in the manner required by this Agreement and which are capable of cure by a third party or entity, then such Financing Parties or third party transferee will no longer be in default under this Agreement, and this Agreement will continue in full force and effect.

ARTICLE 8 PRIVACY; CONFIDENTIALITY; PUBLICITY

8.1 Subscriber Data. Other than in accordance with the Agency Agreement, US Solar will not disclose Project Subscriber's Account Information, Subscriber Energy Usage Data, Bill Credits or any other personal information of Project Subscriber to any person except (i) to NSP, to the extent required by Applicable Laws or the SRC Contract, for the purpose of administration of the Project, Project CSG eligibility, and Project Subscriber CSG eligibility; (ii) to attorneys, accountants, advisors, and agents of US Solar to the extent necessary for them to render advice or perform professional services associated with the Project or this Agreement; (iii) as otherwise required by Applicable Laws. US Solar is not requesting, and Project Subscriber agrees not to provide US Solar without US Solar's consent, any "private data on individuals," "confidential data on individuals" or other "not public data" on individuals, as those terms are used and defined the Minnesota Data Practices Act.

8.2 Trade Secret Information. We may provide data that we designate as trade secret to you. Under Minnesota Statutes section 13.37, subdivision 1(b), you are responsible for determining whether data marked as trade secret by us qualifies as trade secret under the law. For data that you determine is trade secret, you will not share the data with any other person or entity except as required by law. If you receive a request under the Minnesota Government Data Practices Act for access to data that we designated as trade secret but you have determined is not trade secret, then you will use best efforts to give us 10 days' notice before releasing the data in order to permit us to exercise whatever legal remedies are available to prevent disclosure.

8.3 Publicity. The Parties shall endeavor to coordinate and cooperate with each other when making public announcements related to the execution and existence of this Agreement or related to Project Subscriber's participation in a Project, and each Party shall have the right to promptly review, comment upon and approve any publicity materials, press releases or other written public statements by the other Party that refer to, or that describe any aspect of, this Agreement. Notwithstanding the foregoing, the Parties agree to the use each other's logos in their respective marketing materials in the context of listing counterparties with whom a Party has transacted.

ARTICLE 9 DISPUTE RESOLUTION

9.1 NSP Disputes.

- (a) Any dispute or question which you have with respect to the application by NSP of the Bill Credits to your retail electric bill, in particular the applicable Bill Credit Rate that NSP used to determine the amount of your Bill Credits, shall be directed by you to NSP for resolution. You may request that US Solar assist you in this respect. You acknowledge that your obligation to make your SunscriptionSM Payments is independent of the amount of your Bill Credits.
- (b) All disputes arising with respect to the contract between NSP and US Solar shall be resolved by negotiation and, in the absence of a resolution, by the Minnesota Public Utilities Commission ("**MPUC**"), as per the SRC Contract. Any issue or dispute identified by you with respect to NSP's actions with respect to the Project or the Bill Credits other than as described in Section 9.1(a) shall be referred to US Solar. If the dispute or question is not resolved to the Project Subscriber's satisfaction, you have the right to refer the issue directly to the MPUC at the following address:

Minnesota Public Utilities Commission
121 7th Place East, Suite 350
St. Paul, MN 55101
Tel: (651) 296-7124
Toll free: (800) 657-3782
Fax: (651) 297-7073
consumer.puc@state.mn.us

9.2 Disputes between Parties.

- (a) Any dispute or issue a Party may have arising from or related to this Agreement, which are not resolved by communications between Project Subscriber and US Solar representatives in person, over the phone, or electronically shall be submitted to the other Party in writing. Each Party shall assign an officer or senior management executive to address or negotiate a resolution with the other Party. The Parties agree to attempt to reach a resolution of such dispute within ten (10) days or such longer period as the Parties may agree.

- (b) We shall perform any calculation called for hereunder and do so in a commercially reasonable manner and in accordance with industry accepted standards. Any dispute regarding the results of any such calculation shall be resolved by having an independent consultant having nationally recognized credentials, such as Navigant Consulting, Inc. or Leidos, Inc., perform the calculation at the disputing party's expense, unless the calculation is found to be in error by an amount greater than or equal to three percent (3%), in which case we shall incur the independent consultant's costs. Such consultant's results shall be binding on the Parties absent manifest error.
- (c) Failing resolution of any dispute by the Parties in accordance with the provisions of Section 9.2(a), such dispute shall be subject to litigation in a court of competent jurisdiction in Hennepin County, Minnesota. As a condition precedent to filing or pursuing any legal or equitable remedy, the Parties agree to participate in good faith in non-binding mediation through the use of a mutually acceptable neutral mediator. Each Party shall pay one-half (1/2) the cost of the mediator. Each Party shall be responsible for its own costs related to such mediation. If the Parties have not resolved their dispute within 30 calendar days after the request for mediation, any Party may resort to any available legal remedies.

ARTICLE 10

CANCELLATION EVENTS; EVENTS OF DEFAULT; REMEDIES

10.1 Cancellation Events.

- (a) You may cancel all or part of your CSG Allocation relating to a particular Project to the extent that:
 - i. Construction of that Project is not completed within twenty-four (24) months of our receipt of NSP determining that Project's CSG application is complete, as extended by Force Majeure Events, and additional Project capacity does not exist;
 - ii. That Project becomes ineligible, in whole or in part, as a CSG during the Term and the related SRC Contract is terminated, and additional Project capacity does not exist; or
 - iii. You become aware that, due to relocation or other material changes, your CSG Allocation will no longer satisfy the applicable Eligibility Requirements and you elect not to sell or transfer, or cannot sell or transfer, your CSG Allocation to another eligible NSP customer.
 - iv. Before the Project's CSG application is deemed complete by NSP, if the legislature, MPUC, NSP, or any other entity significantly reduces the credit base rate, or basis of escalation of that rate from that anticipated at the time of acceptance of the proposal by you.
 - v. You provide 15 day's written notice to US Solar of a your intent to cancel when a Force Majeure Event has caused the interruption of the production of any power from the Project for a period of 365 consecutive days or longer. If within 15 days' of delivery of your notice to cancel we repair or replace the Project such that it is producing at least 50% of the estimated production enumerated in Exhibit D to this Agreement, your cancellation shall be deemed ineffective.

- (b) We may cancel all or part of your CSG Allocation relating to a particular Project to the extent that:
 - i. You fail to meet the applicable Eligibility Requirements at any time during the Term;
 - ii. Your CSG Allocation is transferred by operation of law as defined in Section 10.7 to an ineligible person or entity and is not sold to an eligible transferee within the time provided;
 - iii. Prior to the start of Project construction, we are not able to confirm your creditworthiness; or
 - iv. Prior to the start of Project construction, we determine we are unable to develop the Project under commercially reasonable terms, including, but not limited to, NSP disallowing the development of Project(s), NSP imposes costs in excess of the average for approved Projects, or additional Project capacity does not exist.
- (c) Cancellation will be effective upon written notice by the cancelling Party to the other Party, including a description of the circumstances giving rise to the Cancellation Event and the specific portion of CSG Allocation canceled.

10.2 Events of Default. Each of the following events shall be an Event of Default under this Agreement:

- (a) A Party breaches any material representation or warranty or fails to perform a material obligation set forth in this Agreement and does not cure such breach or failure within thirty (30) days of written notice of the breach from the non-defaulting Party.
- (b) With respect to Project Subscriber, failure to make any SunsubscriptionSM Payment when due, and failure to cure the default within thirty (30) days after written notice of such failure from US Solar.

10.3 Cancellation Remedies.

- (a) In the case of a cancellation pursuant to Sections 10.1(a)(i), (ii) or (v) or 10.1(b)(iii) or (iv), you will owe nothing with respect to the amount of CSG Allocation cancelled.
- (b) In the case of a cancellation pursuant to Sections 10.1(a)(iii) or 10.1(b)(i) or (ii) (each, a “**Covered Cancellation Event**”), you will be responsible for paying the Cover Cost Amount, if any, with respect to the amount of CSG Allocation cancelled, subject to the following:
 - i. We will use commercially reasonable efforts for up to one hundred eighty (180) days after such cancellation (“**Cancellation Replacement Period**”) to secure one or more Eligible Transferee who will subscribe to the entire cancelled portion of your CSG Allocation at no less than your SunsubscriptionSM Rate. If we are successful, your Cover Cost Amount will be zero.

- ii. To the extent during the Cancellation Replacement Period we are unsuccessful in securing one or more Eligible Transferees who will subscribe to the entire cancelled portion of your CSG Allocation, the Unsubscribed Energy rate provided for in the CSG Tariff will be used in lieu of a transferee SubscriptionSM Rate for purposes of determining the Cover Cost Amount.
- (c) During the Cancellation Replacement Period and before paying any Cover Cost Amount or other cancellation related amounts, you will be responsible for making SubscriptionSM Payments that will be deemed to equal the full amount of your SubscriptionSM Payments had no cancellation occurred.
- (d) At the end of the Cancellation Replacement Period, we will determine the Cover Cost Amount and other amounts owing by you and provide you written notice of same. These amounts will become due and payable by you within thirty (30) days of your receipt of this notice.
- (e) After paying the Cover Cost Amount, your remaining SubscriptionSM Payments will reflect your appropriately reduced CSG Allocation.
- (f) You will be responsible for reimbursing us for any costs we reasonably incur in identifying an Eligible Transferee who will subscribe to the cancelled portion of your CSG Allocation and in the execution of related documentation.
- (g) Upon cancellation of the entire CSG Allocation, we may terminate this Agreement in its entirety.

10.4 Default Remedies. In the event a defaulting Party fails to cure an Event of Default within the applicable cure period, the non-defaulting Party may:

- (a) With respect to an Event of Default by Project Subscriber:
 - i. We may terminate this Agreement immediately by notifying you in writing.
 - ii. We may direct NSP to remove you as a subscriber with respect to the Project, and you will no longer receive Bill Credits associated with the CSG Allocation.
 - iii. You will owe the Cover Cost Amount, if any.
 - 1. We will use commercially reasonable efforts for one hundred and eighty (180) days after your Event of Default ("**Default Replacement Period**") to secure one or more Eligible Transferee who will subscribe to your entire CSG Allocation at no less than your SubscriptionSM Rate or a lesser rate as agreed by the Parties. If we are successful, your Cover Cost Amount will be zero.
 - 2. To the extent during the Default Replacement Period we are unsuccessful in securing one or more Eligible Transferee who will subscribe to your entire CSG Allocation, the Unsubscribed Energy rate provided for in the CSG Tariff will be used in lieu of a transferee SubscriptionSM Rate for purposes of determining the Cover Cost Amount.

- iv. You will owe an amount equal to the SunsubscriptionSM Payments that would have been payable by you during the Default Replacement Period absent the Event of Default.
- v. Once one or more Eligible Transferee(s) have been located but no later than at the end of the Default Replacement Period, we will determine the Cover Cost Amount and other default-related amounts owing by you and provide you with written notice of same. These amounts will become due and payable immediately by you upon your receipt of this notice.
- vi. You will be responsible for reimbursing us for any costs we reasonably incurred in attempting to identify an Eligible Transferee and in the execution of related documentation.
- vii. Upon termination of this Agreement, we shall have no further obligations to you hereunder.

(b) With respect to an Event of Default by US Solar:

- i. Prior to the COD of the final Project, you may terminate this Agreement at any time by notifying us in writing.
- ii. After the COD of the final Project, you may terminate this Agreement only if our default results in your CSG Allocation not producing any Subscribed Energy for one hundred eighty (180) consecutive days or more.
- iii. Upon termination, you shall have no further obligation to us except for obligations arising or accruing prior to termination.

10.5 Duty to Mitigate Damages. Notwithstanding anything to the contrary in this Agreement, but without extending any specific timelines prescribed herein, both parties recognize that they have a duty to mitigate any damages, costs, expenses, or fees incurred as a result of a breach or default or early termination of this Agreement.

10.6 No Consequential Damages. No Party shall be liable to the other Party for any indirect, special, punitive, exemplary, incidental, or consequential damages, whether arising in contract, tort, under statute, or in equity, and each Party waives its rights to any such damages. In no event will the Cover Cost Amount constitute, or be deemed to constitute, indirect, special, punitive, exemplary, incidental, or consequential damages.

10.7 No Warranty; Exclusive Remedies. NO WARRANTY OR REMEDY, WHETHER STATUTORY, WRITTEN, ORAL, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, OR WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE SHALL APPLY. The remedies set forth in this Agreement shall be the Parties' sole and exclusive remedies for any claim or liability arising out of or in connection with this Agreement, whether arising in contract, tort (including negligence), strict liability or otherwise.

10.8 Involuntary Transfers. Upon transfer of title or control of the Eligible Address or your CSG Allocation, or portion thereof, due to bankruptcy, foreclosure or operation of law for other reasons, you or the transferee must notify US Solar immediately. During any period of time in which a trustee, receiver, or creditor is in possession of the Eligible Address and assumes responsibility as the account-holder with NSP at the Eligible Address, such transferee shall be deemed to have succeeded to your rights and obligations under this Agreement at the Eligible

Address during the period of its possession. Upon the transfer of title to the property at the Eligible Address and the CSG Allocation to a creditor or other third party, the transferee shall notify US Solar of the transfer. If the transferee(s) meet all relevant Eligibility Criteria, the transfer shall be treated as a sale or transfer of the CSG Allocation to such transferees upon completion of the conditions set forth in Section 6.2. If the transferee does not meet the transfer conditions, then the transferee(s) shall be required immediately to sell or transfer the CSG Allocation or applicable portion to an eligible buyer in accordance with Section 6.2.

ARTICLE 11 MISCELLANEOUS

11.1 Notices. Notices, or other documents required or permitted by this Agreement must be given by personal delivery, reputable overnight courier, email, or U.S. certified mail postage prepaid and shall be sent to the respective parties at the address listed on the first page of this Agreement. Notice shall be deemed delivered (i) the day of delivery, if delivered by hand during the receiving party's regular business hours or by e-mail before or during the receiving party's regular business hours, (ii) upon the date of actual delivery or refusal shown on the courier's delivery receipt if sent by overnight courier, and (iii) on the fourth business day after deposit in the U.S. mail if sent by certified mail. Any party may change the address for notice by notice to the other party.

11.2 No Third Party Beneficiaries. Nothing in this Agreement shall be construed to create any duty to, or standard of care with reference to, or liability to, any person not a party to this Agreement. Excepting the rights of Financing Parties and assignees expressly provided for herein, no provision of this Agreement is intended to nor shall it in any way provide any rights to any third party or inure to the benefit of any third party so as to constitute any such person a third party beneficiary under this Agreement, or of any one or more of the terms of this Agreement, or otherwise give rise to any cause of action in any person not a party to this Agreement.

11.3 Entire Agreement; Amendments. It is mutually understood and agreed that this Agreement, and the Exhibits attached hereto, constitutes the entire agreement between Project Subscriber and US Solar and supersedes any and all prior oral or written understandings, representations or statements, and that no understandings, representations or statements, verbal or written, have been made which modify, amend, qualify or affect the terms of this Agreement. This Agreement may not be amended except in a writing executed by both parties; provided, however, that, US Solar may amend Project and Project Site information and allocate your CSG Allocation among Projects and Project Sites (prior to relevant CODs) without Project Subscriber's prior consent, subject to the Eligibility Requirements for the quantity of Project Subscriber's Subscribed Energy and location of NSP account(s) as per this Agreement.

11.4 Governing Law. This Agreement is made in Minnesota and shall be governed by the laws of the State of Minnesota without regard for any conflict of law provisions.

11.5 SRC Contract and CSG Tariff. This Agreement contains summaries of, and makes reference to, certain provisions of the SRC Contract and CSG Tariff. While we believe these summaries and references to be accurate and fair, any conflict between such summaries and references shall be resolved in favor of the relevant provisions contained in SRC Contract and CSG Tariff. You are urged to review these documents.

11.6 Waiver. Neither Party shall be deemed to have waived any provision of this Agreement or any remedy available to it unless such waiver is in writing and signed by the Party against whom the waiver would operate. Any waiver at any time by either Party of its rights with respect to any matter arising in connection with this Agreement shall not be deemed a waiver with respect to any subsequent or other matter.

11.7 Relationship of Parties. The duties, obligations and liabilities of each of the Parties are intended to be several and not joint or collective. This Agreement shall not be interpreted or construed to create an association, joint venture, fiduciary relationship or partnership between the Parties or to impose any partnership obligation or liability or any trust or agency obligation or relationship upon either Party. US Solar and Project Subscriber shall not have any right, power, or authority to enter into any agreement or undertaking for, or act on behalf of, or to act or be an agent or representative of, or to otherwise bind, the other Party.

11.8 Severability. Should any provision of this Agreement be or become void, illegal or unenforceable, the validity or enforceability of the other provisions of the Agreement shall not be affected and shall continue in full force. The Parties will, however, use commercially reasonable efforts to agree on the replacement of the void, illegal or unenforceable provisions with legally acceptable clauses which correspond as closely as possible to the sense and purpose of the affected provision and the Agreement as a whole.

11.9 Counterparts. This Agreement may be executed in two or more counterparts and by different parties on separate counterparts, all of which shall be considered one and the same agreement and each of which shall be deemed an original.

11.10 Audit. To the extent required by Minnesota Statutes, section 16C.05, subdivision 5, our records, books, documents, and accounting procedures and practices relating to work performed pursuant to this Agreement shall be subject to examination by the Project Subscriber and the Legislative Auditor or State Auditor. We shall permit the Project Subscriber or its designee to perform such examination at a mutually agreeable time during regular business hours.

11.11 Successors and assigns. This Agreement and the rights and obligations under the Agreement are binding upon and shall inure to the benefit of US Solar and Project Subscriber and their respective successors and permitted assigns.

(SIGNATURE PAGES TO FOLLOW)

City of Lake Elmo

US Solar LLC

Signature: _____

Signature: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT A

DEFINITIONS

1. **Applicable Laws.** Any law, statute, rule, regulation, ordinance, order (including orders issued by the MPUC), tariff, judgment, or other legally binding restriction or ruling issued by a governmental authority which is applicable to the Project, US Solar, Subscribers, CSGs or this Agreement.
2. **Bill Credit Rate.** A dollar amount per kilowatt-hour reflected in the CSG Tariff with respect to specific classes of NSP customers to be used for determining a Subscriber's Bill Credit.
3. **Cancellation Event.** One or more event described in Section 10.1(a)-(b).
4. **Cover Cost Amount.**
 - (a) With respect to a sale or transfer by you pursuant to Section 6.2, the positive difference, if any, of:
 - i. the net present value (using a discount rate of 4%) of the projected payments by you over the Term post-transfer with respect to the transferred portion of your CSG Allocation, had this Agreement remained unchanged for the remaining Term (plus any other amounts previously accrued and owed by you); minus
 - ii. the net present value (using a discount rate of 4%) of the projected payments to be made by your transferee with respect to the transferred portion of your CSG Allocation over the remaining Term.
 - (b) With respect to a Covered Cancellation Event, the positive difference, if any, of:
 - i. the net present value (using a discount rate of 4%) of the projected payments by you over the Term post-cancellation with respect to the cancelled portion of your CSG Allocation, had this Agreement remained unchanged for the entire Term (plus any other amounts previously accrued and owed by you); minus
 - ii. the net present value (using a discount rate of 4%) of the projected payments to be made by an Eligible Transferee (or, as applicable, by NSP for the Unsubscribed Energy associated with the portion CSG Allocation not transferred) with respect to the cancelled portion of your CSG Allocation over the remaining Term.
 - (c) With respect to an Event of Default by you, the positive difference, if any, of:
 - i. the net present value (using a discount rate of 4%) of the projected payments by you over the Term post-default, had this Agreement remained unchanged with respect to your entire CSG Allocation for the entire Term (plus any other amounts previously accrued and owed by you); minus
 - ii. the net present value (using a discount rate of 4%) of the projected payments to be made by an Eligible Transferee (or, as applicable, by NSP for the Unsubscribed Energy associated with the portion CSG Allocation not transferred) with respect to the entire CSG Allocation over the remaining Term.

5. **CSG Tariff.** The Solar Rewards Community Program tariff of NSP's rate book, as amended or updated and any successor thereto.
6. **Eligible Address.** A Subscriber's NSP service address that meets the Eligibility Requirements.
7. **Eligible Transferee.** A person or entity who meets the applicable Eligibility Requirements and meets the conditions set for in Section 6.2(a)-(e)
8. **Financing Party.** A person or persons providing construction or permanent financing in connection with construction, ownership, operation and maintenance of the Project, or if applicable, any person to whom the ownership interest in the Project has been transferred, subject to a leaseback of the Project from such person.
9. **Force Majeure Event.** Any act or event that prevents the affected Party from performing its obligations in accordance with the Agreement, if such act or event is beyond the reasonable control, and not the result of the fault or negligence, of the affected Party and such Party had been unable to overcome such act or event with the exercise of due diligence (including the expenditure of reasonable sums). Subject to the foregoing conditions, "Force Majeure Event" shall include the following acts or events: (i) natural phenomena, such as storms, hurricanes, floods, lightning, volcanic eruptions and earthquakes; (ii) explosions or fires arising from lightning or other causes unrelated to the acts or omissions of the Party seeking to be excused from performance; (iii) acts of war or public disorders, civil disturbances, riots, insurrection, sabotage, epidemic, terrorist acts, or rebellion; (iv) strikes or labor disputes (except strikes or labor disputes caused solely by employees of Operator or as a result of such Party's failure to comply with a collective bargaining agreement); (v) action or inaction by a Governmental Authority (unless Subscriber is a Governmental Authority and Subscriber is the Party whose performance is affected by such action nor inaction); and (vi) any Force Majeure Event under this Agreement. A Force Majeure Event shall not be based on the economic hardship of either US Solar or the Subscriber.
10. **MPUC.** Minnesota Public Utilities Commission.
11. **NSP.** Northern States Power Company, a wholly owned subsidiary of Xcel Energy Inc.
12. **SunscriptionSM Rate.** A dollar amount per kilowatt-hour with respect to the Subscribed Energy produced by Project Subscriber's CSG Allocation, as set forth in Section 1.5(a), used for determining Project Subscriber's SunscriptionSM Payments.
13. **Taxes.** Any federal, state, or local ad valorem, property, occupation, generation, privilege, sales, use, consumption, excise, or transaction tax, other taxes, regulatory fees, surcharges, or other similar charges, but does not include any income taxes imposed on US Solar for payments made by you and received by us under this Agreement.

Any conflict in the meaning of a term used both herein term and in the SRC Contract shall be resolved in favor of the meaning given to such term in the SRC Contract.

EXHIBIT B

PROJECT(S) AND PROJECT SITE(S)

EXHIBIT C

BILL CREDIT TYPES, CURRENT BILL CREDIT RATES, CURRENT SUNSCRIPTIONSM RATES

Account Number	Premise Number	Account Type
51-4504807-7	303135351	Small General Service
	302177887	Small General Service
	302271471	Small General Service
51-5356323-8	303567606	General Service
	303035927	General Service
51-4580376-5	304120112	Small General Service
	302429100	Small General Service

General Service subscription rate: \$0.1199/kWh
 Small General Service subscription rate: \$0.1444/kWh

Bill Credit Value. We make no representation or warranty as to the likelihood that any Bill Credits will create any specific amount of economic benefit at any time or over any period of time or over the Term of this Agreement as a whole, or that the Bill Credits will create a positive economic benefit to you. The estimate of potential benefits contained herein are based on a number of assumptions about estimated Subscribed Energy Bill Credit Rates, Applicable Laws currently in place, NSP's retail electrical rates, and a number of other factors beyond the control of US Solar. Any estimate by US Solar herein or elsewhere given to Project Subscriber as to any expected benefit to Project Subscriber from the Bill Credits at any time or over any period of time is purely an estimate based on the information available to US Solar and related assumptions at the time and is not a guarantee that any positive economic benefit will accrue to Project Subscriber from the Bill Credits or that any specific amount of benefits will accrue to Project Subscriber at any time, or over any period of time, or over the Term of the Agreement.

EXHIBIT D
ESTIMATE OF SUBSCRIBED ENERGY

Year	Expected Subscription (in kWh)
1	129,679
2	129,031
3	128,386
4	127,744
5	127,105
6	126,469
7	125,837
8	125,208
9	124,582
10	123,959
11	123,339
12	122,723
13	122,109
14	121,498
15	120,891
16	120,286
17	119,685
18	119,087
19	118,491
20	117,899
21	117,309
22	116,723
23	116,139
24	115,558
25	114,981

Production. Other than as provided under Section 4.7 of the Agreement, US Solar makes no representation or warranty as to the likelihood that the Project will generate any specific amount of electricity or sufficient electricity so as to create any specific or minimum Bill Credits to Project Subscriber during any period of time or over the Term of the Agreement as a whole. The production estimate described herein is based on a number of assumptions about expected solar insolation at the Project Site, and performance of the modules and other Project equipment, the accuracy of production estimating software and other factors affecting possible production which are not within the control of US Solar. Circumstances experienced at the Project will deviate from historical data and other assumptions and projections. The actual production of energy of electricity by the Project and delivery of energy, including Subscribed Energy, by the Project is also subject to lack of sunlight, other adverse weather, equipment failures, curtailments or outages by NSP, Force Majeure Events, and other events beyond the control of US Solar. The production estimate and any other estimate communicated by US Solar to Project Subscriber of expected energy production from the Project at any time or over any period of time is purely an estimate based on the information available to US Solar at the time and is not a guarantee that any such production will occur or that any particular amount of Subscribed Energy will be received by Project Subscriber at any time or over any period of time, including the Term of this Agreement.

EXHIBIT E

[RESERVED]

EXHIBIT F

FORM OF SRC CONTRACT

This is a standard contract from Xcel (template can be found on Xcel's website at <https://www.xcelenergy.com/staticfiles/xcel/Marketing/Files/MN-SRC-Standard-Contract.pdf>). To be executed and inserted as Projects near construction.

EXHIBIT G

FORM OF AGENCY AGREEMENT

This is a standard contract from Xcel (template can be found on Xcel's website at <https://www.xcelenergy.com/staticfiles/xcel/Marketing/Files/MN-SRC-Subscriber-Agency-Agreement.pdf>). To be executed and inserted as Projects near construction.

EXHIBIT H

PROJECT SUBSCRIBER DATA

1. Project Subscriber (name as shown on NSP account) LAKE ELMO CITY OF
2. NSP service address (Eligible Address): 3800 Laverne Ave N
Lake Elmo, MN 55042-9629
3. NSP account number: 51-4504807-7, 51-5356323-8, 51-4580376-5
4. Average annual electrical consumption: 108,065 kWh ("AAEC")
5. 120% of AAEC: 129,678 kWh



SUNSCRIPTIONSM OVERVIEW

Sunscription Introduction

US Solar’s flat-rate Sunscription allows the City of Lake Elmo (“Lake Elmo”) to save an estimated **\$127,674** by locking in its energy rate for the next 25 years. There is no upfront cost.

Savings for General Service Rate Class Meters:

Years	1	2	3	4	5	6-10	11-15	16-20	21-25	TOTAL
Subscribed Energy (kWh)	103,398	102,881	102,367	101,855	101,345	499,177	486,822	474,772	463,021	2,435,638
Average Enhanced Bill Credit from Xcel (\$/kWh)	\$ 0.12296	\$ 0.12553	\$ 0.12817	\$ 0.13088	\$ 0.13365	\$ 0.14243	\$ 0.15852	\$ 0.17672	\$ 0.19732	\$ 0.15978
Average Subscription Rate to US Solar (\$/kWh)	\$ (0.1199)	\$ (0.1199)	\$ (0.1199)	\$ (0.1199)	\$ (0.1199)	\$ (0.1199)	\$ (0.1199)	\$ (0.1199)	\$ (0.1199)	\$ (0.1199)
Average Net Value per kWh (\$/kWh)	\$ 0.0031	\$ 0.0056	\$ 0.0083	\$ 0.0110	\$ 0.0137	\$ 0.0225	\$ 0.0386	\$ 0.0568	\$ 0.0774	\$ 0.0399
Net Value	\$ 316	\$ 580	\$ 847	\$ 1,118	\$ 1,393	\$ 11,247	\$ 18,801	\$ 26,978	\$ 35,846	\$ 97,126

Assumes 2.5% escalation to ARR, 0.5% degradation in subscribed energy

Savings for Small General Service Rate Class Meters:

Years	1	2	3	4	5	6-10	11-15	16-20	21-25	TOTAL
Subscribed Energy (kWh)	26,281	26,150	26,019	25,889	25,760	126,878	123,738	120,675	117,688	619,079
Average Enhanced Bill Credit from Xcel (\$/kWh)	\$ 0.14798	\$ 0.15118	\$ 0.15446	\$ 0.15782	\$ 0.16127	\$ 0.17222	\$ 0.19222	\$ 0.21486	\$ 0.24046	\$ 0.19486
Average Subscription Rate to US Solar (\$/kWh)	\$ (0.1444)	\$ (0.1444)	\$ (0.1444)	\$ (0.1444)	\$ (0.1444)	\$ (0.1444)	\$ (0.1444)	\$ (0.1444)	\$ (0.1444)	\$ (0.1444)
Average Net Value per kWh (\$/kWh)	\$ 0.0036	\$ 0.0068	\$ 0.0101	\$ 0.0134	\$ 0.0169	\$ 0.0278	\$ 0.0478	\$ 0.0705	\$ 0.0961	\$ 0.0505
Net Value	\$ 94	\$ 177	\$ 262	\$ 347	\$ 434	\$ 3,525	\$ 5,912	\$ 8,496	\$ 11,299	\$ 30,548

Assumes 2.5% escalation to ARR, 0.5% degradation in subscribed energy

Existing Subscribers

Our agreement has been vetted by dozens of public entities. Here is a list of public entities that have signed the same agreement we offer to you:

- City of St. Cloud
- City of Minneapolis
- City of Chanhassen
- City of Rogers
- City of Robbinsdale
- City of Edina
- City of St. Anthony
- Met Council Transit
- Met Council Enviro
- Hopkins Schools
- Sartell-St. Stephen Schools
- Buffalo-Hanover-Montrose Schools
- Becker Schools
- Orono Schools
- Robbinsdale Schools
- University of Minnesota

Cost-Benefit Analysis

2017 Bill Credit Rate for General Service Rate Class Meters	\$0.12296/kWh
2017 Bill Credit Rate for Small General Service Rate Class Meters	\$0.14798/kWh
30-Yr Average Annual Escalator	2.75%
Sunscription Rate for General Service Rate Class Meters	\$0.1199/kWh
Sunscription Rate for Small General Service Rate Class Meters	\$0.1444/kWh
Sunscription Annual Escalator	0%





BEYOND THE ROOFTOP



SUNSCRIPTIONSM PROPOSAL:
LAKE ELMO



November 2, 2017

COVER LETTER

November 2, 2017
Kristina Handt, City Administrator
City of Lake Elmo
3880 Laverne Ave N
Lake Elmo, MN 55042

Dear Kristina,

Thank you for the opportunity to present this offsite solar and SunsubscriptionSM introduction to you and your team. We at United States Solar Corporation ("US Solar") are thrilled to help the City of Lake Elmo lock in the significant, long-term savings opportunity currently available under Minnesota's community solar program.

US Solar is a turnkey solar developer and owner/operator. We coordinate all project details – development, permits, finance, construction, management, insurance, maintenance, and monitoring. The enclosed proposal includes details about our company, our strategic alliance partners, and our Sunsubscription proposal.

The US Solar team provides an unparalleled combination of broad experience and strong local roots. Our team has a proven track record of building and financing distributed solar projects. US Solar's principals have developed and financed commercial solar projects and residential solar programs with a notional value of over \$1 billion. We ensure that each one of our solar projects is built to the highest capital markets standards in order to maximize the savings available to our subscribers.

Please contact us with any questions, comments, or points of clarification. We look forward to working with you.

Sincerely,



Reed Richerson - COO
United States Solar Corporation

100 N 6th St., Suite 218C
Minneapolis, MN 55403
W: (612) 260-2230 C: (916) 704.2720
E: reed.richerson@us-solar.com

This letter is intended solely as a basis for providing indicative pricing and terms and for engaging in further discussion. It does not evidence any agreement to make an investment or any other binding commitment on the part of US Solar or any other party. Such investment or other binding commitment will arise only upon the execution of definitive, binding agreements. Any subscriber transaction would be contingent on prior credit review. US Solar requests that the recipient keep the terms of this letter confidential.

SUNSCRIPTIONSM

SunscriptionSM [suhn-**skrip**-shuhn] *noun*

1. a contract with US Solar designed to provide you with significant, long term savings
2. an opportunity to enjoy solar benefits without the planning and logistical hassles of an onsite solar project
3. a way to exercise your new right to choose an alternative energy partner

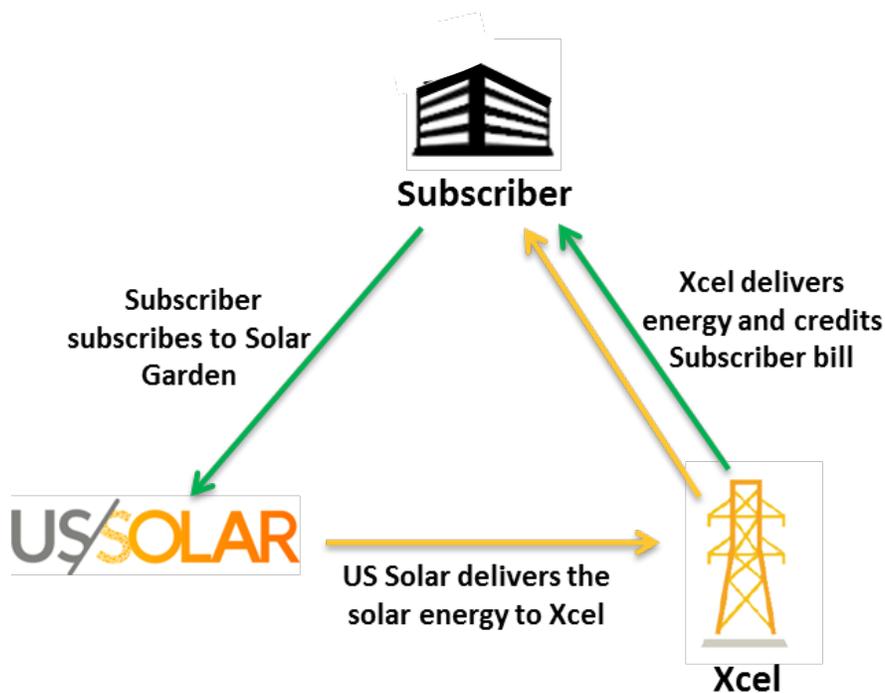
The Solar*Rewards Community program recently launched in Minnesota is the first scalable community solar program in the US and has immediately established the country’s smartest solar regime. Schools, towns, businesses, and nonprofits throughout the Xcel service territory have embraced the opportunity to fix costs for the long term by “subscribing” to a solar garden and benefitting from cost efficiencies of scale, while also avoiding the siting, construction, and maintenance complexities of an onsite system.

US Solar’s ability to connect subscribers with solar projects located offsite allows us to develop projects of the ideal scale at ideal sites, where we can optimize the orientation, spacing, and tilt of our solar modules to deliver the most solar energy at the lowest cost.

Now, US Solar is offering the City of Lake Elmo the opportunity to lock in savings for years to come with a Sunscription Agreement.

HOW COMMUNITY SOLAR AND A SUNSCRIPTION WORK

- US Solar builds a local Solar Garden at an ideal offsite location.
- The Solar Garden produces energy that is delivered to Xcel.
- Xcel continues to deliver Subscriber all electricity required onsite.
- Xcel credits Subscriber’s bill for value of Solar Garden energy.



HOW DO YOU SAVE MONEY?

We estimate the City of Lake Elmo would gain a net value of **\$127,674** for no upfront cost.

By contracting for a Sunsubscription with US Solar, you can expect to save money over time as the Bill Credit rate that Xcel pays you increases higher and higher above your Sunsubscription rate with US Solar. The tables below show the expected savings the City of Lake Elmo will achieve based on a Sunsubscription sized to 129,679 kWh, assuming 103,398 kWh are allocated to General Service rate class meters and 26,281 kWh are allocated to Small General Service rate class meters. The expected savings also assumes the relevant Applicable Retail Rate (“ARR”, described below) increases at 2.5% per year.

Years	1	2	3	4	5	6-10	11-15	16-20	21-25	TOTAL
Subscribed Energy (kWh)	103,398	102,881	102,367	101,855	101,345	499,177	486,822	474,772	463,021	2,435,638
Average Enhanced Bill Credit from Xcel (\$/kWh)	\$ 0.12296	\$ 0.12553	\$ 0.12817	\$ 0.13088	\$ 0.13365	\$ 0.14243	\$ 0.15852	\$ 0.17672	\$ 0.19732	\$ 0.15978
Average Subscription Rate to US Solar (\$/kWh)	\$ (0.1199)	\$ (0.1199)	\$ (0.1199)	\$ (0.1199)	\$ (0.1199)	(0.1199)	(0.1199)	(0.1199)	(0.1199)	(0.1199)
Average Net Value per kWh (\$/kWh)	\$ 0.0031	\$ 0.0056	\$ 0.0083	\$ 0.0110	\$ 0.0137	\$ 0.0225	\$ 0.0386	\$ 0.0568	\$ 0.0774	\$ 0.0399
Net Value	\$ 316	\$ 580	\$ 847	\$ 1,118	\$ 1,393	\$ 11,247	\$ 18,801	\$ 26,978	\$ 35,846	\$ 97,126

Assumes 2.5% escalation to ARR, 0.5% degradation in subscribed energy

Years	1	2	3	4	5	6-10	11-15	16-20	21-25	TOTAL
Subscribed Energy (kWh)	26,281	26,150	26,019	25,889	25,760	126,878	123,738	120,675	117,688	619,079
Average Enhanced Bill Credit from Xcel (\$/kWh)	\$ 0.14798	\$ 0.15118	\$ 0.15446	\$ 0.15782	\$ 0.16127	\$ 0.17222	\$ 0.19222	\$ 0.21486	\$ 0.24046	\$ 0.19486
Average Subscription Rate to US Solar (\$/kWh)	\$ (0.1444)	\$ (0.1444)	\$ (0.1444)	\$ (0.1444)	\$ (0.1444)	(0.1444)	(0.1444)	(0.1444)	(0.1444)	(0.1444)
Average Net Value per kWh (\$/kWh)	\$ 0.0036	\$ 0.0068	\$ 0.0101	\$ 0.0134	\$ 0.0169	0.0278	0.0478	0.0705	0.0961	\$ 0.0505
Net Value	\$ 94	\$ 177	\$ 262	\$ 347	\$ 434	\$ 3,525	\$ 5,912	\$ 8,496	\$ 11,299	\$ 30,548

Assumes 2.5% escalation to ARR, 0.5% degradation in subscribed energy

With your Sunsubscription in place, Xcel will continue to deliver you all of your grid electricity, with no interruption of service. For an example of how a Bill Credit will appear on your utility bill, please see [Appendix A](#).

Our subscribers receive Bill Credits that are valued using two components: the ARR, equal to the average revenue per kWh that Xcel received in the prior year, plus a financial premium representing the value of the solar renewable energy certificates (“RECs”), which are sold to Xcel. For a community solar project of over 250 kW (like most US Solar Gardens under development), the REC enhancement is fixed at \$0.02/kWh. As shown in the table below, a subscriber to a typical US Solar Solar Garden will receive the “Enhanced Bill Credit” rate \$0.1199/kWh for General Service meters and \$0.1444/kWh for Small General Service meters. Selling the RECs to Xcel increases the value of Bill Credits you will receive from Xcel.

Your Sunsubscription with US Solar supports the development of nearby Solar Gardens, and secures your right to receive payments from Xcel for supporting local renewable energy. You can expect a Sunsubscription to save you money simply because the Bill Credit rate you receive from Xcel is expected to be higher than your Sunsubscription rate. For an overview of pricing and Sunsubscription product types, see [Our Proposal to the City of Lake Elmo](#) below.

SOLAR*REWARDS COMMUNITY PROGRAM

Section No. 9
2nd Revised Sheet No. 64

AVAILABILITY

Available to any Residential, Commercial, and Industrial customer who elects to offset electric charges through a subscription in a company-approved community solar garden.

RATE

The Bill Credit Rate below applicable to the subscriber is dependent on the customer class under which the subscriber receives service and the Bill Credit Type selected by the garden operator in the tariffed Standard Contract for Solar*Rewards Community.

Customer Class	Bill Credit Type	Bill Credit Rate per kWh (AC) for Energy Delivered to Company
Residential Service	Standard	\$0.12596
	Enhanced – Solar Gardens > 250 KW (AC)	\$0.14596
	Enhanced – Solar Gardens ≤ 250 KW (AC)	\$0.15596
Small General Service	Standard	\$0.12229
	Enhanced – Solar Gardens > 250 KW (AC)	\$0.14229
	Enhanced – Solar Gardens ≤ 250 KW (AC)	\$0.15229
General Service	Standard	\$0.09740
	Enhanced – Solar Gardens > 250 KW (AC)	\$0.11740
	Enhanced – Solar Gardens ≤ 250 KW (AC)	\$0.12740



OUR PROPOSAL FOR CITY OF LAKE ELMO

At US Solar, we strive to offer subscribers not just savings, but also flexibility. While the great majority of our subscribers find our Flat Rate Subscription to offer the best value, we are happy to work with you in customizing a product that works best for you.



Flat Rate Subscription

- The rate you pay US Solar is flat, with absolutely no escalator.
- The rate is set at about today's Bill Credit Rate. The rate stays flat and the Bill Credit Rate is expected to increase.
- ***We are offering the City of Lake Elmo a Subscription Rate of \$0.1199 per kWh for General Service Rate Class Meters and \$0.1444 per kWh for Small General Service Rate Class Meters.***

Fixed Rate Subscription

- Expect about 15% year one savings, depending on rate class and usage.
- Over time, the rate steps up with a modest escalator that is fixed on day one.
- This structure is used by the majority of solar projects in the US today.
- ***We can offer City of Lake Elmo Fixed Rate Pricing upon request.***

With either structure:

- You reduce the impact of future utility rate spike surprises.
- The more utility rates increase, the more you save.
- You lock in a large portion of your operating costs for 25 years.

INSIGHT INTO YOUR OFFSITE SOLAR GARDEN

Offsite solar solutions save you the logistical issues of planning, constructing and maintaining a solar project on your property. However, we can provide you with the same ability to view and monitor the Solar Garden, as you would expect from an onsite system.

US Solar is designing a customized platform for our Solar Garden subscribers, one of the first platforms designed specifically to monitor community solar projects. Our online portal will not only provide subscribers with performance information once systems are up and running, but it will also provide you with status reports regarding project development and construction.



We can also provide you with a customized monitoring portals, allowing you to display information regarding the Solar Garden performance – energy and environmental – on video monitors or kiosks anywhere in the company. These customized portals can be tailored to inform and educate your executives, employees and customers about the performance and benefits of the Solar Gardens you are supporting.

OPTIONAL ADDED BENEFIT: EMPLOYEE SUBSCRIPTIONS

While a Sunscription has long-term, financial benefits for City of Lake Elmo, US Solar also has the potential to provide long-term benefits to its employees. US Solar is preparing to launch a residential Sunscription product in association with select affinity partners. We would be thrilled to offer an exclusive period for **your employees** to subscribe to a Solar Garden for no upfront cost, saving them money and driving employee engagement and loyalty.

If this opportunity interests you, US Solar can work with your team to schedule “Lunch and Learn” or similar events to explore the benefits Solar Gardens can provide your employees. We are also happy to work with you on interesting ways our Sunscription may fit within your overall employee benefits portfolio.

FREQUENTLY ASKED QUESTIONS

Q: How much does it cost upfront?

- A: Subscribing requires no upfront payment whatsoever.

Q: Is my Sunscription transferrable?

- A: Your Sunscription is fully transferrable. You can allocate subscription capacity to a new building of yours within Xcel Energy's service territory, or you can transfer it to another eligible Xcel Energy customer.

Q: What happens in the winter or when it's rainy?

- A: Our Solar Gardens can produce energy in all seasons and all weather. Solar Garden output will vary from day-to-day and season-to-season, as does your electric usage. Your Solar Garden SunscriptionSM will be sized to account for this variability and designed to greatly reduce, or even eliminate, your utility bill over the course of each year.

Q: Will my facility be connected to the Solar Garden?

- A: Solar Garden energy is delivered directly to Xcel's grid, not your facility. Our Solar Gardens are simply one of the sources feeding the grid, and you will continue to receive 100% of your electricity from Xcel with no interruption of service.

Q: How will my Solar Garden subscription be sized?

- A: Your historic, annual electricity usage determines the size of your SunscriptionSM. This is another advantage – our Solar Garden subscribers receive solar benefits that are not limited by the size and/or quality of their roof.

Q: Are there tax benefits?

- A: US Solar and its investor partners will receive the tax credit benefits for funding the capital costs of each Solar Garden, lowering the SunscriptionSM rates we are able to offer subscribers.

Q: When do I start seeing bill credit benefits?

- A: Once your assigned Solar Garden begins delivering energy to the grid, you receive bill credits from Xcel Energy and a bill from US Solar for the same amount of kWh. We will notify you as that date approaches and keep you updated along the way.

US SOLAR: EXPERIENCE AND QUALIFICATIONS



BROAD EXPERIENCE: THERE IS NO SUBSTITUTE

US Solar is a turnkey solar developer and owner/operator. We seek to make solar energy accessible with simple, money-saving, long-term solutions that are as good for our partners as they are for the environment. US Solar's management team brings a wealth of solar leadership and expertise from the commodities divisions of industry-leading firms such as Morgan Stanley and Bear Stearns, as well as the project development teams of BayWa R.E. and REC Solar.

Community solar development and finance requires a wide range of skills that few solar companies possess. US Solar is uniquely positioned with deep experience in all facets of this market segment. Additionally, US Solar draws on a unique set of strategic partnerships. US Solar's platform is comprised of best-in-class providers within engineering, procurement, and construction; solar equipment manufacturing; energy management; legal services; development; and finance and investment.

Project Development: The US Solar team has extensive experience in solar project development. This, along with support from our strategic alliance and partners, allows for the delivery of large-scale projects – on time and within budget.

Community Solar: US Solar has broad experience in the siting, development, and subscription of community solar projects in Minnesota. Our principals have worked with Fortune 500 companies, municipalities, public and private schools, and utilities across the country. We have contracted with a number of large counties, towns, school districts, and corporations in Minnesota for Solar Garden subscriptions.

Project Finance: Less experienced solar providers frequently underestimate the challenge of financing the construction and operation of a portfolio of solar projects. US Solar is currently developing and financing over \$150 million of projects in Minnesota, and the US Solar principals have raised project capital for projects and programs with a notional value of over \$1 billion.

LEADERSHIP TEAM

The US Solar team is truly one of the most experienced teams in Minnesota. Our successful experiences span across the utility-scale, commercial, and residential markets. At the intersection of successful experiences and deep alliance partner relationships, US Solar is uniquely positioned to provide City of Lake Elmo with the highest value. Furthermore, our Minneapolis office is comprised of professionals who were raised in Minnesota, understand the community, and have been involved in Minnesota community solar from the very beginning.

Martin Mobley, CEO. Marty started US Solar after forming and leading the Solar Desk at Morgan Stanley Commodities, where he led the group into the US commercial market (~40MW from ~100 rooftop/ground mount/parking canopy projects), the US residential market (three separate US residential financing programs) and the Ontario market (~30MW in from 75+ rooftop projects). Prior to Morgan Stanley, Marty was an attorney at McDermott, Will & Emery in Washington, DC.

Robert Oden, EVP. Rob brings broad experience in energy tax structuring and climate markets. He has served as Director of Business Development at American Capital (Solar) Energy and as a Managing Director at Bear Stearns in New York and Houston, where principal energy investments included over \$300 million in tax-credit qualified energy assets.

Reed Richerson, COO. Reed brings 8+ years of solar industry project development experience in multiple market segments. He previously served as the VP of Sales and Business Development for BayWa r.e. and the National Key Account Manager for Upsolar America. Notable accomplishments include: land acquisition and development portfolio of over 180 MW, EPC of over 56 MW, and acquisition/co-development portfolio of 21 MW. Reed is a Minnesota native and has a BS in Economics from the University of Minnesota.

NEXT STEPS

While this proposal may seem too good to be true, there is a catch - subscription demand tremendously outweighs subscription capacity. We can provide a Subscription Agreement to go over more specifics. Please contact us with any questions, comments, or feedback you may have in response to this proposal

Thank you – we look forward to providing the City of Lake Elmo with significant, long-term energy savings through a Subscription.

APPENDIX A: EXAMPLE OF BILL CREDIT

Xcel has provided Minnesota ratepayers with this example of a Bill Credit (note that it shows a hypothetical subscriber that is a gas and power customer with Xcel's Public Service of Colorado subsidiary, not Northern States Power)



RESPONSIBLE BY NATURE®

DAILY AVERAGES	Last Year	This Year
Temperature	50° F	48° F
Electricity kWh	96.6	74.5
Electricity Cost	\$10.26	\$3.27

SUMMARY OF CURRENT CHARGES (detailed charges begin on page 2)			
Electricity Service	10/01/13 - 10/30/13	2480 kWh	\$267.49
Natural Gas Service	10/01/13 - 10/30/13	216 therms	\$139.39
Other Recurring Charges			-\$172.68 CR
Current Charges			\$234.20

QUESTIONS ABOUT YOUR BILL?

See our website: xcelenergy.com
 Email us at: Customerservice@xcelenergy.com

Call 24 hours a day, 7 days a week
 Please Call: 1-800-895-4999
 Hearing Impaired: 1-800-895-4949
 Español: 1-800-687-8778

Or write us at: XCEL ENERGY
 PO BOX 8
 EAU CLAIRE, WI 54702-0008



SERVICE ADDRESS: [REDACTED]
 NEXT READ DATE: 12/03/13

ELECTRICITY SERVICE DETAILS

PREMISES NUMBER: [REDACTED]
 INVOICE NUMBER: [REDACTED]

METER READING INFORMATION	
METER 56813090 - Multiplier x 80	
DESCRIPTION	CU
Total Delivered by Xcel	
Total Delivered by Customer	
Net Delivered by Xcel	
Net Generated by Customer	
Demand	
Billable Demand	

ELECTRICITY CHARGES

DESCRIPTION

Service & Facility

Non-Summer

Windsources Charge

Trans Cost Adj

Elec Commodity Adj

Demand Side Mgmt Cost

Purch Cap Cost Adj

Renew. Energy Std Adj

GRSA

Total

SERVICE ADDRESS: [REDACTED]
 NEXT READ DATE: 12/03/13

NATURAL GAS SERVICE DETAILS

PREMISES NUMBER: [REDACTED]
 INVOICE NUMBER: [REDACTED]



SERVICE ADDRESS: [REDACTED]
 NEXT READ DATE: 12/03/13

METER READING INFORMATION

METER 20167312			
Read Dates: 10/01/13 - 10/30/13 (29 Days)			
DESCRIPTION	CURRENT READING	PREVIOUS READING	USAGE
Total Energy	19391 Actual	19139 Actual	252 ccf

NATURAL GAS ADJUSTMENTS

DESCRIPTION	VALUE UNITS	CONVERSION	VALUE UNITS
Therm Multiplier	252 ccf	x 0.856308	216 therms

NATURAL GAS CHARGES **RATE: RG Residential**

DESCRIPTION	USAGE UNITS	RATE	CHARGE
Service & Facility			\$14.31
Usage Charge	216 therms	\$0.108287	\$23.39
Interstate Pipeline	216 therms	\$0.084740	\$18.30
Natural Gas 4 Qtr	216 therms	\$0.386060	\$83.39
Total			\$139.39

OTHER RECURRING CHARGES DETAILS

DESCRIPTION	CHARGE
Solar* Rewards Community Solar	
Production Credit	
Solar Production Period	September 2013
SRC [REDACTED] Production Credit	2438.25 kWh x -0.070820
Total	-\$172.68 CR



STAFF REPORT

DATE: November 7, 2017

CONSENT

ITEM #: 13

MOTION

TO: City Council
FROM: Emily Becker, Planning Director
AGENDA ITEM: Zoning Map Amendment – Rezoning City Parks
REVIEWED BY: Kristina Handt, City Administrator

BACKGROUND:

A number of developments have dedicated City parkland, though these parcels have not yet been properly rezoned to Public and Quasi-Public Open Space. Rezoning these parcels will more clearly indicate on the Zoning Map that these parcels are to be used for public and quasi-public open space. Other parks in the City are zoned Public and Quasi-Public Open Space. This is a “housekeeping” item.

ISSUE BEFORE COUNCIL:

The Council is being asked to consider a request by the City of Lake Elmo for a Zoning Map Amendment to rezone parcels that have been dedicated as City parkland.

REVIEW/ANALYSIS:

Parcels Proposed to be Rezoned. The following PID#s are proposed to be rezoned:

PID#	Development/Description
33.029.21.11.0005	Inwood
13.029.21.41.0055	Easton Village
13.029.21.31.0018	Parcel north of Reid Park
13.029.21.42.0026	Parcel east of Reid Park
13.029.21.43.0013	Parcel east of Reid Park
01.029.21.13.0004	Sanctuary
34.029.21.31.0085	Savona
34.029.21.42.0096	Savona
12.029.21.33.0052	Village Preserve/Wildflower Park
12.029.21.34.0053	Village Preserve Wildflower Park
13.029.21.23.0029	Lions Park (Parcel with Arts Building)

Note: The outlot that will be dedicated for parkland for the Boulder Ponds development has not yet been platted and therefore was not included on this list.

Consistency with the Comprehensive Plan. The Comprehensive Plan's Land Use Plan does not guide these specific area for Public/Park. The Comprehensive Park and Recreation Plan, however, show areas for Neighborhood Parks, and these parcels are located within these areas.

Planning Commission Review. The Planning Commission reviewed the proposed Zoning Map Amendments at its August 28, 2017 meeting. One person spoke at the public hearing asking for clarification if the rezoning would affect maintenance of City parks, and it was clarified that this will have nothing to do with maintenance; the rezoning is a housekeeping item to align zoning of these new parks with the zoning of already-established parks within the City. Staff received a number of similar questions prior to the public hearing. The Planning Commission voted 6-0 to recommend approval of the proposed rezoning.

FISCAL IMPACT:

None.

OPTIONS:

The Council may:

- 1) Adopt Ord. 08-190 as presented.
- 2) Amend Ord. 08-190 and adopt Ord. 08-190 as amended.
- 3) Do not adopt Ord. 08-190.

RECOMMENDATION:

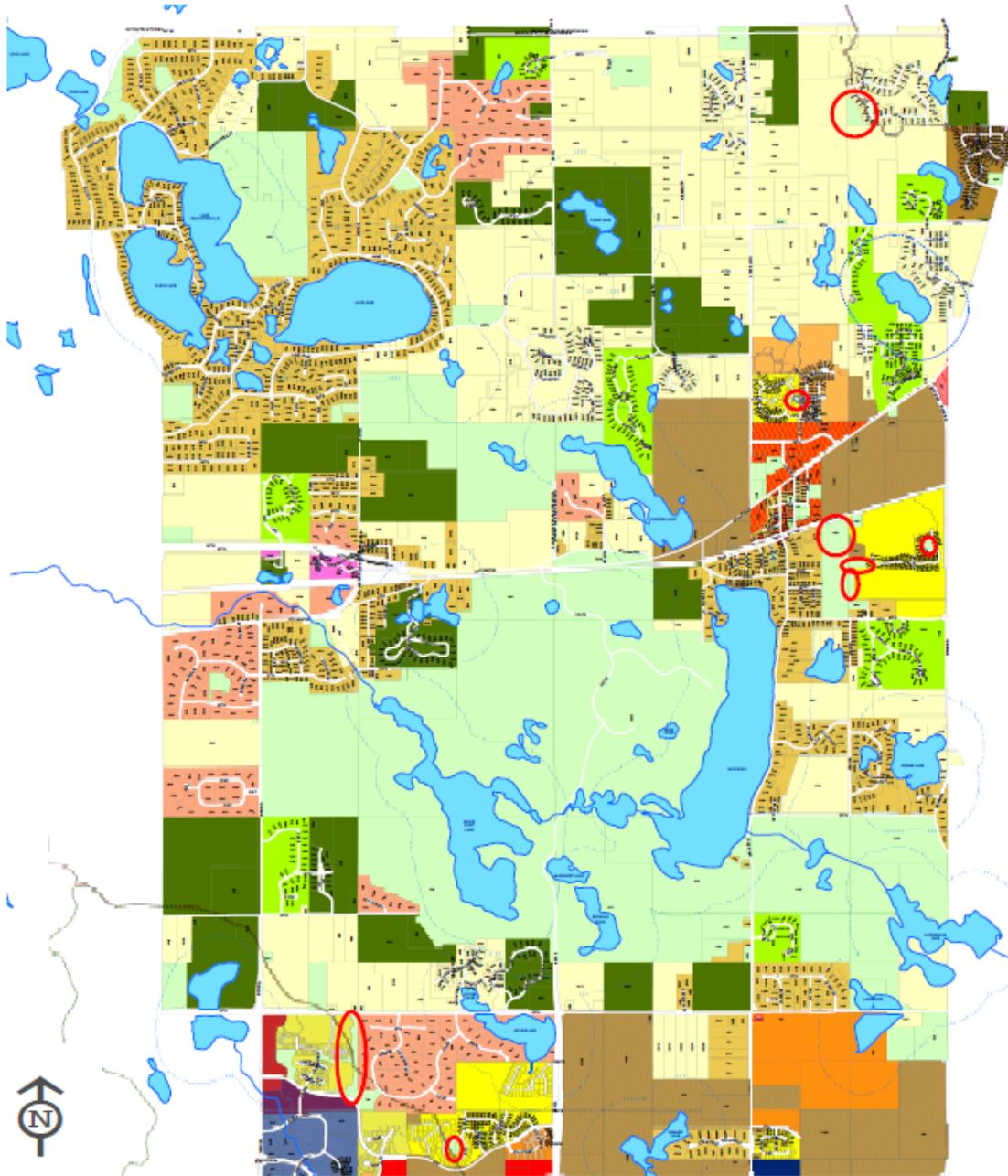
Staff and the Planning Commission recommend the Council adopt Ord. 08- as presented, approving a Zoning Map Amendment that rezones PID#s 13.029.21.23.0029, 12.029.21.33.0052, 12.029.21.34.0053, 34.029.21.31.0085, 34.029.21.42.0096, 01.029.21.13.0004, 13.029.21.41.0055, 33.029.21.11.0005 to PF – Public and Quasi-Public Open Space.

“Move to adopt Ord. 08-190 approving a Zoning Map Amendment that rezones PID#s 13.029.21.23.0029, 12.029.21.33.0052, 12.029.21.34.0053, 34.029.21.31.0085, 34.029.21.42.0096, 01.029.21.13.0004, 13.029.21.41.0055, 33.029.21.11.0005 to PF – Public and Quasi-Public Open Space.”

ATTACHMENTS:

- Ord. 08-190
- Zoning Map Exhibit

Lake Elmo Zoning Map



 Properties proposed to be rezoned to PF - Public and Quasi-Public Open Space (Already shown as rezoned)



Zoning Districts

A	SP-PUD	GB	LC-PUD	MDR-PUD	RE	RS
OP	C	HDR	LDR	PF	ROW	RT
BP	C-PUD	HDR-PUD	LDR-PUD	R2-PUD	RR	MX
CC	LC	MDR				

General

Lakes
Shoreland Buffer
Tributary

Watershed Districts

Browns Creek
Cottage Grove Ravine
Valley Branch

Date Source: Washington County
 Updated by LE Planning Dept 10/2017

CITY OF LAKE ELMO
COUNTY OF WASHINGTON
STATE OF MINNESOTA

ORDINANCE NO. 08-190

AN ORDINANCE TO AMEND THE LAKE ELMO CITY CODE
BY AMENDING THE OFFICIAL ZONING MAP
OF THE CITY OF LAKE ELMO

The City Council of the City of Lake Elmo ordains that Lake Elmo City Code, Section 154.032 Zoning District Map, of the Municipal Code, shall be amended by adding Ordinance No. 08-190, as follows:

Section 1: Zoning Map Amendment. The following property, PID# 33.029.029.21.11.0005 is hereby rezoned from LDR-PUD – Urban Low Density Residential-Planned Unit Development to PF- Public and Quasi-Public Open Space:

Outlot L, Inwood

Section 2: Zoning Map Amendment. The following property, PID# 13.029.21.41.0055 is hereby rezoned from LDR – Urban Low Density Residential to PF- Public and Quasi-Public Open Space:

Outlot D, Easton Village

Section 3: Zoning Map Amendment. The following property, PID# 01.029.21.13.0004 is hereby rezoned from RR – Rural Residential to PF- Public and Quasi-Public Open Space:

Outlot D, St. Croix's Sanctuary

Section 4: Zoning Map Amendment. The following property, PID# 34.029.21.31.0085 is hereby rezoned from LDR – Urban Low Density Residential to PF- Public and Quasi-Public Open Space:

Outlot D, Savona 4th Addition

Section 5: Zoning Map Amendment. The following property, PID# 34.029.21.42.0096 is hereby rezoned from LDR – Urban Low Density Residential to PF- Public and Quasi-Public Open Space:

Outlot A, Savona 3rd Addition

Section 6: Zoning Map Amendment. The following property, PID# 12.029.21.33.0052 is hereby rezoned from LDR – Urban Low Density Residential to PF- Public and Quasi-Public Open Space:

Outlot E, Village Preserve

Section 7: Zoning Map Amendment. The following property, PID#

12.029.21.34.0053 is hereby rezoned from MDR-PUD – Urban Medium Density – Planned Unit Development to PF- Public and Quasi-Public Open Space:

Outlot K, Wildflower at Lake Elmo

Section 8: Zoning Map Amendment. The following property, PID# 13.029.21.23.0029 is hereby rezoned from RS - Rural Single Family PF- Public and Quasi-Public Open Space:

Lots 1 to 4, Colverdale Addition

Section 9: The City Council of the City of Lake Elmo also hereby ordains that the Zoning Administrator shall make the applicable changes to the official zoning map of the City of Lake Elmo.

Section 10: Effective Date. This ordinance shall become effective immediately upon adoption and publication in the official newspaper of the City of Lake Elmo.

This Ordinance No. 08-190 was adopted on this ____ day of ____ 2017, by a vote of ____ Ayes and ____ Nays.

Mike Pearson, Mayor

ATTEST:

Julie Johnson, City Clerk



STAFF REPORT

DATE: November 7, 2017
CONSENT #14

AGENDA ITEM: Approve Massage Therapy License Renewals
TO: Mayor and City Council
SUBMITTED BY: Julie Johnson, City Clerk

BACKGROUND: The City of Lake Elmo instituted a city license structure in December of 2012 in order to better regulate the practice of therapeutic massage in Lake Elmo. Licenses are subject to renewal each year.

ISSUE BEFORE COUNCIL:

Should Council approve the requested license renewals?

PROPOSAL: The City has received a Massage Therapy License Renewal Form from Renew & Recover Massage Therapy and Body & Soul Massage Therapy. The appropriate fees have been paid and all required documentation has been provided.

FISCAL IMPACT:

Renewal fee for each license in the amount of \$50 has been received.

OPTIONS:

- 1) Approve license renewals
- 2) Deny license renewals

RECOMMENDATION:

If removed from Consent Agenda:

Motion to approve massage therapy license renewals for Renew & Recover Massage Therapy and Body & Soul Massage Therapy.



MAYOR AND COUNCIL COMMUNICATION

DATE: 11/7/2017

CONSENT

ITEM #15

AGENDA ITEM: Authorization to Advertise and Hire Part-Time Warming House Attendants

SUBMITTED BY: Rob Weldon, Public Works Director

REVIEWED BY: Kristina Handt, City Administrator

BACKGROUND: Each year during the winter months the Public Works Department hires part-time staff to operate and supervise the warming house and ice rink at Lions Park. Historically the warming house is staffed and operated 45 hours each week by part-time staff.

These positions will begin as soon as weather permits and end as temperatures increase and conditions to keep a solid ice surface are no longer favorable.

ISSUE BEFORE COUNCIL: Should the City Council authorize posting and hiring of up to three (3) part-time employees to staff the Lions Park Warming House during the ice skating season?

PROPOSAL DETAILS/ANALYSIS: Through the proposed advertising and hiring of part-time warming house attendants the city assures adequate staffing and services provided to ice rink and warming house users. Utilization of multiple employees allows the warming house to be open for more hours without the need to pay overtime while offering a flexible schedule over nights, weekends and holidays.

FISCAL IMPACT: Funds for these positions are included in both 2017 & 2018 General Budgets. Hourly pay range would be \$10-11, depending on experience.

These positions are not eligible for benefits.

OPTIONS:

- Authorize advertising and hiring of up to three (3) part time Warming House Attendants.
- Do not authorize advertisement and hiring of three (3) part time Warming House Attendants.
- Table for further discussion.

RECOMMENDATION: If removed from the consent agenda:

“Motion to advertise and hire up to three (3) part time Warming House Attendants for the 2017-2018 winter season.”