



## STAFF REPORT

DATE: June 6, 2017

**CONSENT**

ITEM #: 5

**AGENDA ITEM:** Downtown Phase 1 & 2 Improvements – Approve Phase 1 Final Reconciliation Payment and Approve Phase 2 Cooperative Agreement Payment No. 2

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

**REVIEWED BY:** Krintina Handt, City Administrator  
Jack Griffin, City Engineer

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**ISSUE BEFORE COUNCIL:** Should the City Council approve Invoice No. 4 for the Downtown Street, Drainage and Utility Improvement Projects (Phase 1 reconciliation payment and Phase 2, Payment No. 2)?

**BACKGROUND, PROPOSAL DETAILS/ANALYSIS:** In July 2016, the City of Lake Elmo entered into Cooperative Agreement No. 10196 with Washington County for the cost sharing of the Downtown Phase 1 and Phase 2 Improvements. In accordance with the agreement payment schedule, Washington County has submitted Invoice No. 4 in the amount of \$3,567,143.28. The amount requested reflects a decrease of \$103,820.12 from the Phase 1 Improvements to reconcile final project costs. The Phase 2 invoice amount is \$3,670,963 and reflects an estimate at project completion. This amount is \$136,191 less than the cost identified in the cooperative agreement. The invoice has been reviewed and payment is recommended in the amount requested.

**FISCAL IMPACT:** No additional fiscal impact. Payment is proposed in accordance with Cooperative Agreement No. 10196 with Washington County including final reconciliation for the Downtown Phase 1 Improvements and partial payment No. 2 for the Downtown Phase 2 Improvements.

**RECOMMENDATION:** Staff is recommending that the City Council approve, *as part of the Consent Agenda*, payment to Washington County in the amount of \$3,567,143.28 which includes a \$103,820.12 credit for the Phase 1 Improvements final reconciliation and \$3,670,963.40 for partial payment No. 2 for the Downtown Phase 2 Improvements. If removed from the consent agenda, the recommended motion for the action is as follows:

*“Move to approve payment to Washington County in the amount of \$3,567,143.28 for Final credit for the Phase 1 Improvements and for partial payment No. 2 for the Downtown Phase 2 Improvements in accordance with Invoice #4 attached and per Section G.2 of Cooperative Agreement No. 10196.”*

**ATTACHMENTS:**

1. Washington County Invoice No. 120204 and supporting detail.



WACO PUBLIC WORKS DEPT  
 11660 MYERON RD N  
 STILLWATER MN 55082

<i>Invoice</i>	
Invoice Number:	120204
Account Number:	20498
Due Date	6/8/17
Amount Enclosed:	\$ _____
Federal Tax Id:41-6005919	

To: LAKE ELMO CITY  
 3800 LAVERNE AVE N  
 LAKE ELMO MN 55042-9629

*Please return top portion with payment. Thank You.*

Invoice						
Date	Number	Type	Due Date	Remark	Amount	
5/16/17	120204	Invoice	6/8/17	CSAH 17 (Lake Elmo Ave) PH II	\$3,567,143.28	
			6/8/17	City/County Cooperative Agr		
			6/8/17	No. 10196		
			6/8/17	Invoice includes 80% of		
			6/8/17	estimate cost for Phase II and		
			6/8/17	\$103,820.12 credit for		
			6/8/17	decrease in city construction		
			6/8/17	costs in Phase I		
I declare under the penalties of law that this account claim or demand, is just and correct and no part of it has been paid.  Please make check payable to <b>Washington County</b> and mail to the address above.					<b>Invoice Total</b>	\$3,567,143.28
					<b>Sales Tax</b>	
					<b>Balance Due</b>	\$3,567,143.28

PHASE I - COST SUMMARY FOR PHASE 1 - CITY/COUNTY AGREEMENT #10196										
	Estimated Total Cost (from Coop Agree)	Total Amount to Date	City Cost %	Current City Cost	Amount Paid Invoice #1	Amount Paid Invoice #2	Amount Paid Invoice #3	Amount Due Invoice #4	Amount Due Invoice #5 (warranty period)	Note:
<i>Right-of-Way and Easements</i>										
Upper 33rd St. N. 36th St. N. and Laverne Avenue	\$ 91,902.00	\$ 91,902.10	100%	\$ 91,902.10	\$ 8,945.21	\$ 82,956.89	\$ -			Attachment A
Regional Drainage Pond	\$ 1,154,190.00	\$ 1,158,325.00	50%	\$ 579,162.50	\$ 21,370.33	\$ 557,792.17	\$ -			Attachment A
<i>Engineering</i>										
Preliminary Design	\$ 131,600.00	\$ 131,600.00	91.2%	\$ 120,019.20	\$ 12,001.92	\$ 108,017.28	\$ -			Attachment B
Final Design	\$ 233,460.00	\$ 233,460.00	91.2%	\$ 212,915.52	\$ 21,291.55	\$ 191,623.97	\$ -			Attachment B
Construction Inspection/Administration	\$ 295,200.00	\$ 295,200.00	91.2%	\$ 269,222.40	\$ 29,463.07	\$ 235,499.30	\$ 4,260.02			Attachment C
Precondition Survey	\$ 27,133.00	\$ 21,173.25	91.2%	\$ 19,310.00	\$ -	\$ 19,310.00	\$ -			Attachment D
<i>Construction</i>										
	\$ 4,668,601.00	\$ 4,623,766.15	89.1%	\$ 4,117,494.78	\$ 405,794.27	\$ 3,851,969.85	\$ (36,449.21)	\$ (103,820.12)		Attachment E
<b>TOTAL</b>	<b>\$ 6,602,086.00</b>	<b>\$ 6,559,426.50</b>		<b>\$ 5,410,026.50</b>	<b>\$ 498,866.35</b>	<b>\$ 5,047,169.46</b>	<b>\$ (32,189.19)</b>	<b>\$ (103,820.12)</b>		

PHASE II - COST SUMMARY FOR PHASE 2 - CITY/COUNTY AGREEMENT #10196										
	Estimated Total Cost (from Coop Agree)	Total Amount to Date	City Cost %	Current City Cost	Amount Paid Invoice #1	Amount Paid Invoice #2	Amount Due Invoice #3	Amount Due Invoice #4	Amount Due Invoice #5 (warranty period)	Note:
<i>Right-of-Way and Easements</i>										
CSAH 17 (Lake Elmo Ave)	\$ 284,760.00	\$ 305,632.75	55.0%	\$ 168,098.01			\$ 32,436.00	\$ 135,662.01		Attachment F
30th Street N.	\$ 147,550.00	\$ 133,832.88	100%	\$ 133,832.88			\$ 25,135.58	\$ 108,697.30		Attachment F
35th St. N. 36th St. N. and Other Local	\$ 55,000.00	\$ 38,318.73	100%	\$ 38,318.73			\$ 6,810.80	\$ 31,507.93		Attachment F
<i>Engineering</i>										
Preliminary Design	\$ 189,400.00	\$ 189,139.45	56.1%	\$ 106,107.23			\$ 21,221.45	\$ 84,885.79		Attachment B
Final Design	\$ 461,000.00	\$ 461,000.00	56.1%	\$ 258,621.00			\$ 57,458.84	\$ 201,162.16		Attachment B
Construction Inspection/Administration	\$ 578,200.00	\$ 725,613.00	56.1%	\$ 407,068.89			\$ 64,874.04	\$ 342,194.85		Attachment G
Precondition Survey	\$ 27,173.00	\$ 21,535.00	56.1%	\$ 12,081.14			\$ 3,048.81	\$ 9,032.32		Attachment H
Construction Materials Testing		\$ 30,740.75	56.1%	\$ 17,245.56			\$ 6,814.30	\$ 10,431.26		Attachment I
<i>Construction</i>										
	\$ 6,593,389.00	\$ 6,388,054.68	54.0%	\$ 3,558,691.76			\$ 700,475.60	\$ 2,747,389.76		Attachment J
<b>TOTAL</b>		<b>\$ 8,293,867.24</b>		<b>\$ 4,700,065.20</b>			<b>\$ 918,275.40</b>	<b>\$ 3,670,963.40</b>		

<b>INVOICE TOTALS</b>					<b>\$ 498,866.35</b>	<b>\$ 5,047,169.46</b>	<b>\$ 886,086.22</b>	<b>\$ 3,567,143.28</b>		
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