



*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, January 16, 2018 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. Accept Minutes

1. December 19, 2017 (Regular and Special Meeting); January 2, 2018 (Regular and Special Meeting)

D. Public Comments/Inquires

E. Presentations

2. 2018 Kindness Campaign Proclamation

G. Consent Agenda

3. Approve Payment of Disbursements and Payroll
4. Accept December 2017 Assessor's Report
5. Accept December 2017 Public Works Department Report
6. Accept December 2017 Building Department Report
7. Accept December 2017 Fire Department Report
8. Approve Community Room Use Agreement for Lake Elmo Library
9. CSAH13 (Ideal Avenue/Olson Lake Trail) – Approve Cooperative Agreement Payment No. 4.
10. Approve Private Development Security Reductions – Southwind; Easton Village 1st; Savona 3rd & 4th.
11. Boulder Ponds 1st Addition – Accept Improvements.
12. Traffic Signal Maintenance Agreements – Approve Cooperative Maintenance Agreements for Traffic Signal Systems at CSAH15 and CSAH10; and at CSAH15 and CSAH14 –*Resolution 2018-005*
13. Approve Contract for Landscape Architecture Services
14. Approve Revised 2018 Regular Meetings Calendar
15. Approve Therapeutic Massage Premises Permit – Boon Massage and Wellness Center, 11200 Stillwater Blvd. Suite 102
16. Approve Fire Department Training Contract with Dakota County Technical College

H. Regular Agenda

17. Wyndham Village Subdivision Sketch Plan Review & Comprehensive Plan Amendment – *Resolution 2018-006*
18. Legacy at North Star Preliminary Plat and PUD Plans
19. Interim Ordinance for Comprehensive Plan Amendment Moratorium-*Public Hearing – Ordinance 08-195; Resolution 2018-007*
20. Assessor Services
21. Purchase Agreement for 3880 Laverne Ave N

I. Council Reports

J. Staff Reports and Announcements

K. Adjourn

**CITY OF LAKE ELMO
CITY COUNCIL SPECIAL MEETING MINUTES
JANUARY 2, 2018**

CALL TO ORDER

Mayor Pearson called the meeting to order at 5:15 p.m.

PRESENT: Mayor Mike Pearson and Councilmembers Justin Bloyer and Christine Nelson. **ABSENT:** Councilmembers Fliflet and Lundgren.

Staff present: Administrator Handt and City Clerk Johnson.

Mardi Kiner, Tucker Pearce and Kathy Weeks were interviewed for appointment to the Planning Commission.

Barry Weeks, David Steele and Virginia Pleban were interviewed for appointment to the Parks Commission.

Meeting adjourned at 6:35 p.m.

LAKE ELMO CITY COUNCIL

ATTEST:

Mike Pearson, Mayor

Julie Johnson, City Clerk

**CITY OF LAKE ELMO
CITY COUNCIL MINUTES
JANUARY 2, 2018**

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, Jill Lundgren and Christine Nelson. **ABSENT:** Councilmember Fliflet.

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

APPROVAL OF AGENDA

Item 1, "Approve Payment of Disbursements and Payroll," Item 5, "Appoint City Attorney," and Item 7, "Approve Expenditure for Mountain Bike Maps" were moved to the Regular Agenda.

Councilmember Nelson, seconded by Councilmember Lundgren, moved TO APPROVE THE AGENDA AS AMENDED. Motion passed 4 – 0.

PUBLIC COMMENTS/INQUIRIES

Washington County Commissioner Gary Kriesel provided an update on the Lake Elmo Library transition and thanked the City and library volunteers for their contributions.

PRESENTATIONS

None

CONSENT AGENDA

- ~~1. Approve Payment of Disbursements and Payroll~~
2. Designate Official Depositories of Funds-*Resolution 2018-001*
3. Designate Official Publication Newspaper of Record – *Resolution 2018-002*
4. Adopt Resolution Designating Data Practice Officials and Approving City's Data Practice Policy - *Resolution 2018-003*
- ~~5. Appoint City Attorney (Civil and Prosecution)~~
6. Appoint City Engineer and Approve Contract
- ~~7. Approve Expenditure for Mountain Bike Maps~~

Councilmember Bloyer, seconded by Councilmember Lundgren, moved TO APPROVE THE CONSENT AGENDA AS PRESENTED. Motion passed 4 - 0.

ITEM 1: Approve Payment of Disbursements and Payroll

**LAKE ELMO CITY COUNCIL MINUTES
JANUARY 2, 2018**

Discussion was held concerning payment of an invoice to Confluence on behalf of the Lake Elmo Library.

Mayor Pearson, seconded by Councilmember Bloyer, moved TO TABLE ITEM 1 TO FOLLOW ITEM 15 ON THE AGENDA. Motion passed 4 – 0.

ITEM 5: Appoint City Attorney

Brief discussion held. Councilmember Lundgren stated she did not agree with the staff recommendation for criminal prosecution.

Councilmember Lundgren, seconded by Councilmember Nelson, moved TO APPOINT KENNEDY AND GRAVEN AS CITY ATTORNEY FOR CIVIL MATTERS. Motion passed 4 – 0.

Councilmember Bloyer, seconded by Councilmember Nelson, moved TO APPOINT JOHNSON TURNER AS CITY ATTORNEY FOR CRIMINAL MATTERS. Motion passed 3 – 1. (Lundgren – nay)

ITEM 7: Approve Expenditure for Mountain Bike Maps

City Administrator Handt provided an outline of discussion at a previous workshop regarding mountain bike trails.

Councilmember Nelson, seconded by Councilmember Bloyer, moved TO APPROVE THE PARKS COMMISSION'S REQUEST TO APPROVE THE EXPENDITURE OF \$1,500 OF PARK DEDICATION FUNDS TO DEVELOP A LINE DRAWING TRAIL MAP FOR SUNFISH AND REID PARK FOR MOUNTAIN BIKE TRAILS. Motion passed 3 – 0 – 1. (Lundgren – abstain)

ITEM 8: Appoint 2018 Acting Mayor

Councilmember Nelson, seconded by Mayor Pearson, moved TO APPOINT COUNCILMEMBER BLOYER AS 2018 ACTING MAYOR. Motion passed 3 – 0 - 1. (Lundgren – present/not voting)

ITEM 9: Appoint Required Officials to Fire Relief Association Board of Trustees

Councilmember Bloyer, seconded by Councilmember Nelson, moved TO APPOINT FIRE CHIEF MALMQUIST, BUILDING OFFICIAL MIKE BENT, AND COUNCILMEMBER LUNDGREN TO THE FIRE RELIEF ASSOCIATION BOARD OF TRUSTEES FOR 2018. Motion passed 4 – 0.

ITEM 10: Planning Commission Appointments

Mayor Pearson, seconded by Councilmember Bloyer, moved TO MAKE TERRY EMERSON AND STUART JOHNSON VOTING MEMBERS OF THE PLANNING COMMISSION FOR TERMS ENDING 12/31/2020. Motion passed 4 – 0.

Councilmember Bloyer, seconded by Mayor Pearson, moved TO APPOINT TUCKER PEARCE AND KATHY WEEKS TO THE PLANNING COMMISSION AS ALTERNATES 1 AND 2 RESPECTIVELY. Motion passed 3 – 0 – 1. (Lundgren – abstain)

ITEM 11: Parks Commission Appointments

Councilmember Bloyer, seconded by Councilmember Nelson, moved TO APPOINT JEAN OLINGER AS A VOTING MEMBER FOR A TERM EXPIRING 12/31/2020 AND JOHN MAYEK TO A TERM EXPIRING 12/31/2018. Motion passed 4 – 0.

Councilmember Bloyer, seconded by Mayor Pearson, moved TO APPOINT DAVID STEELE AND BARRY WEEKS TO THE PARKS COMMISSION AS ALTERNATES 1 AND 2 RESPECTIVELY. Motion passed 3 – 0 – 1. (Lundgren – abstain)

ITEM 12: 2018 Planning Commission Work Plan

Planning Director Becker provided clarification on the work plan and priority ranking.

Mayor Pearson, seconded by Councilmember Lundgren, moved TO ACCEPT THE 2018 PLANNING DEVELOPMENT DEPARTMENT WORK PLAN.

Mayor Pearson, seconded by Councilmember Bloyer, moved TO AMEND THE PRIMARY MOTION BY MOVING THE DRONE ORDINANCE FROM A PRIORITY 2 TO 4. Motion passed 4 – 0.

Councilmember Bloyer, seconded by Councilmember Nelson, moved TO AMEND THE PRIMARY MOTION BY MOVING THE OUTDOOR LIGHTING ORDINANCE FROM A PRIORITY 5 TO 2. Motion passed 4 – 0.

Mayor Pearson, seconded by Councilmember Nelson, moved TO AMEND THE PRIMARY MOTION BY MOVING “PREPARE CPA TO GUIDE RR AND A PARCELS LESS THAN 20 ACRES IN SIZE TO RE” FROM A PRIORITY 1 TO 2. Motion passed 4 – 0.

Mayor Pearson, seconded by Councilmember Nelson, moved TO AMEND THE PRIMARY MOTION BY MOVING “STUDY INTO MODIFYING THE ZONING CODE AND COMPREHENSIVE PLAN TO INCLUDE REQUIRING AND/OR INCENTIVIZING AFFORDABLE HOUSING IN SEWERED DEVELOPMENT” FROM A PRIORITY 2 TO 4. Motion passed 4 – 0.

Primary motion passed 4 – 0.

ITEM 13: Parks Commission Work Plan

Councilmember Nelson, seconded by Councilmember Lundgren, moved TO APPROVE THE PARKS COMMISSION WORK PLAN FOR 2018. Motion passed 4 – 0.

ITEM 14: 2018 Finance Committee Work Plan

Mayor Pearson, seconded by Councilmember Bloyer, moved TO APROVE THE 2018 FINANCE COMMITTEE WORK PLAN.

Mayor Pearson, seconded by Councilmember Bloyer, moved TO AMEND THE PRIMARY MOTION TO ADD “RE-ESTABLISH THE EDA UNDER OFFICIAL STATUTORY POWER TO ISSUE BONDS” AT PRIORITY LEVEL 1. Motion passed 4 - 0.

Mayor Pearson, seconded by Councilmember Nelson, moved TO ADD “REVIEW ASSESSMENT POLICY AS IT RELATES TO VARIOUS PROPERTY TYPES” AT PRIORITY LEVEL 3. Motion passed 4 – 0.

Primary motion passed 4 – 0.

ITEM 15: Sign Ordinance Revisions

Planning Director Becker provided a brief overview of the proposed revisions.

Councilmember Bloyer, seconded by Councilmember Nelson, moved TO ADOPT ORDINANCE 08-192 APPROVING PROPOSED AMENDMENTS TO THE CITY’S SIGN REGULATIONS. Motion passed 3 – 1. (Lundgren – nay)

Councilmember Bloyer, seconded by Mayor Pearson, moved TO ADOPT RESOLUTION 2018-004 AUTHORIZING SUMMARY PUBLICATION OF ORDINANCE 08-192. Motion passed 4 – 0.

ITEM 1: Approve Payment of Disbursements

Mayor Pearson, seconded by Councilmember Lundgren, moved TO APPROVE PAYMENT OF DISBURSEMENTS AS PRESENTED. Motion failed 2 – 2. (Bloyer, Nelson – nay)

Councilmember Bloyer, seconded by Councilmember Nelson, moved TO APPROVE PAYMENT OF DISBURSEMENTS MINUS THE PAYMENT TO CONFLUENCE IN THE AMOUNT OF \$10,000. Motion passed 3 – 1. (Lundgren – nay)

COUNCIL REPORTS

Mayor Pearson: Commented on the library transition.

Councilmember Nelson: No report.

Councilmember Lundgren: No report.

Councilmember Bloyer: Commented on the library transition.

**LAKE ELMO CITY COUNCIL MINUTES
JANUARY 2, 2018**

STAFF REPORTS AND ANNOUNCEMENTS

Administrator Handt: Noted that the CAFR has been received and reported on the upcoming Lions Club Ice Fishing Contest.

City Clerk Johnson: Reminded residents that City services have relocated to the city offices at 3880 Laverne Avenue North.

City Attorney Sonsalla: Commented on the status of pending litigation.

Meeting adjourned at 8:00 pm.

LAKE ELMO CITY COUNCIL

ATTEST:

Mike Pearson, Mayor

Julie Johnson, City Clerk

**CITY OF LAKE ELMO
CITY COUNCIL MINUTES
DECEMBER 19, 2017**

CALL TO ORDER/PLEDGE OF ALLEGIANCE

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

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

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

APPROVAL OF AGENDA

Councilmember Lundgren, seconded by Councilmember Nelson moved TO APPROVE THE AGENDA AS PRESENTED. Motion passed 4 – 0.

ACCEPT MINUTES

Minutes of the December 5, 2017 Regular Meeting were accepted as presented.

PUBLIC COMMENTS/INQUIRIES

Virginia Pleban, 8245 59th Street North, commented on the street width and traffic on Lake Elmo Avenue in the downtown area.

PRESENTATIONS

None

CONSENT AGENDA

2. Approve Payment of Disbursements
3. Accept November 2017 Assessor's Report
4. Accept November 2017 Building Department Report
5. Accept November 2017 Fire Department Report
6. Accept November 2017 Public Works Department Report
7. Approve Withdrawal from Gateway Corridor Commission-Resolution No 2017-139
8. Inwood Booster Station – Approve Change Order No. 5 & Compensating Change Order No. 6
9. Inwood Booster Station – Accept Improvements and Approve Pay Request No. 9 (FINAL)
10. Village Preserve 1st and 2nd Additions – Accept Improvements and Approve Reduction of Security
11. Approve Hiring of Public Works Operator

12. Approve Century College Customized Training Contract for Lake Elmo Fire
13. Approve Amendment to MNDOT Agreement 03330-Resolution 2017-140

Councilmember Nelson, seconded by Mayor Pearson, moved TO APPROVE THE CONSENT AGENDA AS PRESENTED. Motion passed 4 - 0.

ITEM 14: Comprehensive Plan Amendment, Zoning Text Amendment, and Zoning Map Amendment for Closed Landfill

Planning Director Becker provided background information on the location of the closed landfill and reviewed the proposed comprehensive plan and zoning amendments.

Councilmember Nelson, seconded by Councilmember Lundgren, MOVED TO APPROVE OF AN AMENDMENT TO THE CITY'S COMPREHENSIVE PLAN'S LAND USE PLAN, ADDING A CLOSED LANDFILL RESTRICTED LAND USE CATEGORY AS PROPOSED BY STAFF AND RE-GUIDING PORTIONS OF PID#S 10-029-21-33-0001, 10-029-21-34-0001, 15-292-12-10-0003 AS SHOWN IN THE SURVEY DATED AUGUST 18, 2017 FROM PUBLIC/PARK TO CLOSED LANDFILL RESTRICTED AND ALL OF PID# 15-292-12-10-20-001 FROM RURAL AREA DEVELOPMENT TO CLOSED LANDFILL RESTRICTED. Motion passed 4 – 0.

Councilmember Lundgren, seconded by Mayor Pearson, moved TO APPROVE OF A ZONING TEXT AMENDMENT TO THE CITY'S CODE, ADDING A DEFINITION TO SECTION 154.012 OF CLOSED LANDFILL MANAGEMENT AND ADDING ARTICLE XIX: CLOSED LANDFILL RESTRICTED AS PROPOSED BY STAFF.

Councilmember Fliflet, seconded by Councilmember Lundgren, moved TO AMEND THE PRIMARY MOTION BY STRIKING SOLAR GARDENS. Motion passed 4 – 0. Primary motion passed 4 – 0.

Mayor Pearson, seconded by Councilmember Fliflet, moved TO APPROVE OF THE PROPOSED ZONING MAP AMENDMENT REZONING PORTIONS OF PID#S 10-029-21-33-0001, 10-029-21-34-0001, 15-292-12-10-0003 AS SHOWN IN THE SURVEY DATED AUGUST 18, 2017 FROM PUBLIC/PARK TO CLOSED LANDFILL RESTRICTED AND ALL OF PID# 15-292-12-10-20-001 FROM AGRICULTURAL TO CLOSED LANDFILL RESTRICTED. Motion passed 4 – 0.

Councilmember Lundgren, seconded by Councilmember Nelson, moved TO APPROVE PAYMENT OF ADDITIONAL COST OF \$1,710 FOR COMPLETION OF THE SURVEY FOR A LOT LINE ADJUSTMENT FOR PID #S 10-029-21-33-0001, 10-029-21-34-0001, 15-292-12-10-0003. Motion failed 0 – 4.

ITEM 15: Sign Ordinance Revisions

Planning Director Becker proposed revisions to the sign ordinance prepared as a result of discussions held at a City Council workshop and review by the Planning Commission.

Councilmember Nelson, seconded by Mayor Pearson, moved TO ADOPT ORDINANCE 08-192 APPROVING PROPOSED AMENDMENTS TO THE CITY'S SIGN REGULATIONS. Motion failed 2 – 2. (Fliflet, Lundgren – nay)

Councilmember Fliflet stated that the current ordinance and variance process serve the City well. Councilmember Lundgren expressed concern regarding setbacks.

ITEM 16: Easton Village 3rd Addition Developer Agreement Amendment

Planning Director Becker reviewed the proposed amendments to the Developer Agreement for Easton Village 3rd Addition to allow building permits to be issued prior to installation of sidewalks. Tom Wolter of Chase Development explained the difficulties and disadvantages associated with installing sidewalks in the winter.

Councilmember Nelson, seconded by Councilmember Lundgren, moved TO ADOPT RESOLUTION 2017-142 APPROVING THE REQUEST TO AMEND EASTON VILLAGE 3RD ADDITIONAL DEVELOPMENT AGREEMENT TO ALLOW BUILDING PERMITS TO BE RELEASED PRIOR TO INSTALLATION OF SIDEWALKS. Motion passed 4 – 0.

Councilmember Lundgren, seconded by Councilmember Fliflet, moved TO AMEND THE DEVELOPMENT AGREEMENT TEMPLATE WITH EDITS REGARDING BUILDING PERMIT RELEASE PRIOR TO THE INSTALLATION OF SIDEWALKS AS PROPOSED TO THE EASTON VILLAGE 3RD ADDITION DEVELOPMENT AGREEMENT. Motion passed 4 – 0.

ITEM 17: 2018-2022 Capital Improvement Plan

Administrator Handt presented an overview of the process, funding sources and priorities in the Capital Improvement Plan.

Councilmember Nelson, seconded by Mayor Pearson, moved TO APPROVE THE 2018-2022 CAPITAL IMPROVEMENT PLAN.

Discussion held regarding Public Works items and ball field improvements.

Mayor Pearson, seconded by Councilmember Nelson, moved TO AMEND THE PRIMARY MOTION TO ADD TO PR-017 THAT WITH THE \$1M FROM ROYAL GOLF, BALL FIELDS WILL BE CONSTRUCTED OR REFURBISHED. Motion passed 3 – 1. (Fliflet – nay) Primary motion passed 3 – 1. (Fliflet – nay)

ITEM 18: 2018 Regular Meeting Schedule

Brief discussion held regarding cancelling the January 2, 2018 meeting due to planned Councilmember absences.

LAKE ELMO CITY COUNCIL MINUTES
December 19, 2017

Councilmember Nelson, seconded by Mayor Pearson, moved TO APPROVE THE PROPOSED 2018 MEETING CALENDAR. Motion passed 3 – 0 – 1. (Fliflet – abstain)

ITEM 19: Prosecution Services

City Administrator Handt stated that two Councilmember have requested this item be brought forward from a work session for Council consideration.

Councilmember Lundgren, seconded by Councilmember Fliflet, moved TO DIRECT STAFF TO CONTACT THE PROPOSERS FROM THE LAST RFP POSTING TO SEE IF THEIR PROPOSALS ARE STILL VALID. Motion failed 2 – 2. (Pearson, Nelson – nay)

COUNCIL REPORTS

Mayor Pearson: Attended a Rotary meeting, spoke with taxpayers, attended Arbor Glen open house and blood drive at Zignego Insurance, recognized Rolf Larson and Todd Williams for their service on the Planning Commission, announced an award won by Washington County for the downtown Lake Elmo project.

Councilmember Nelson: Fielded calls from residents.

Councilmember Lundgren: Attended Planning Commission meeting.

Councilmember Fliflet: Recognized Todd Williams and Rolf Larson for their service on the Planning Commission and recognized the outgoing Library Board for their service.

STAFF REPORTS AND ANNOUNCEMENTS

Administrator Handt: Noted applications for Commission appointments are due December 22nd, City Hall holiday closure and staff move to the Brookfield building.

City Attorney Sonsalla: Working on documents for Hidden Meadows and Easton Village.

City Engineer Griffin: Clarified that the City was also a recipient of the award from the American Public Works Association for the downtown project along with Washington County.

Meeting adjourned at 9:03 p.m.

LAKE ELMO CITY COUNCIL

ATTEST:

Mike Pearson, Mayor

Julie Johnson, City Clerk

**CITY OF LAKE ELMO
CITY COUNCIL SPECIAL MEETING MINUTES
DECEMBER 19, 2017**

CALL TO ORDER

Mayor Pearson called the meeting to order at 9:05 p.m.

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

ABSENT: Councilmember Bloyer.

Staff present: Administrator Handt, City Clerk Johnson and City Attorney Sarah Sonsalla.

Mayor Pearson, seconded by Councilmember Lundgren, moved TO ENTER CLOSED SESSION PURSUANT TO MINN STAT 13.D.05 SUBD 3 TO DEVELOP OR CONSIDER OFFERS AND/OR COUNTEROFFERS FOR THE PURCHASE OF REAL PROPERTY AT 3880 LAVERNE AVENUE NORTH, LAKE ELMO, MN. Motion passed 4 – 0.

Discussion held regarding the property at 3880 Laverne Avenue North, Lake Elmo.

Councilmember Lundgren, seconded by Mayor Pearson, moved TO RETURN TO OPEN SESSION. Motion passed 4 – 0.

Meeting adjourned at 9:46 p.m.

LAKE ELMO CITY COUNCIL

ATTEST:

Mike Pearson, Mayor

Julie Johnson, City Clerk



STAFF REPORT

DATE: January 16, 2018

PRESENTATION

ITEM #: 2

TO: Mayor and City Council

FROM: Jake Foster, Assistant City Administrator

AGENDA ITEM: 2018 Kindness Campaign

BACKGROUND:

The Lake Elmo Rotary has reached out and met with staff and Mayor Pearson in regards to promoting a “kindness campaign” initiative. The goal of the campaign is to spread kindness through single and random acts of kindness throughout Lake Elmo and the surrounding area. They are working with other rotaries and other communities to make similar proclamations. The campaign will also be advertised in the Fresh. Accompanying the promotion of the campaign are business cards detailing their goals that can be distributed throughout the community.

ISSUE BEFORE COUNCIL:

Should the Council approve the Lake Elmo Rotary’s proclamation making 2018 “Random Acts of Kindness Year” in Lake Elmo?

PROPOSAL DETAILS/ANALYSIS:

Staff recommends that the Mayor read the 2018 Kindness Campaign Proclamation.

FISCAL IMPACT:

None.

RECOMMENDATION:

Staff recommends that the Mayor read the 2018 Kindness Campaign Proclamation.

(No motion necessary)

ATTACHMENTS:

- 2018 Kindness Campaign Proclamation



PROCLAMATION

Declaring 2018 as Random Acts of Kindness Year

WHEREAS, the City of Lake Elmo recognizes the value of simple acts of kindness performed without prompting or reason and how these acts will positively impact the performer, the recipient, and onlookers of the good deed; and;

WHEREAS kindness is contagious and people of any age can participate in random acts of kindness any time and any place to spread goodwill; and

WHEREAS simple kindness encourages people to tap into their own human spirit and share kindness with one another, thereby nourishing and strengthening our community by creating a culture of giving back;

WHEREAS by providing random acts of kindness and reaching out to one another, regardless of social-economic status, education, gender, origin, age, religious beliefs, lifestyle or abilities, we extend an opportunity for grace and acceptance that might not otherwise be offered; and;

WHEREAS celebrating this year of Kindness brings new awareness to our city and will help make Lake Elmo a better place to live, work and play.

THEREFORE BE IT RESOLVED that the City Council designate 2018 as “Random Acts of Kindness Year” in the city of Lake Elmo.

Signed this 16th day of January, 2018.

Mike Pearson
Mayor



STAFF REPORT

DATE: January 02, 2018
CONSENT

TO: Mayor and City Council
FROM: Amy La Belle, Accountant
AGENDA ITEM: Approve Disbursements
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:

Claim #	Amount	Description
ACH	\$ 67,000.70	Payroll 01/04/17
46893-46946	\$ 1,298,069.99	Accounts Payable 01/16/18
2885	\$ 230.00	Accounts Payable (Library Checks) 01/16/18
TOTAL	\$ 1,365,300.69	

RECOMMENDATION:

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

“Motion to approve the aforementioned disbursements in the amount of \$ 1,365,300.69.”

ATTACHMENTS:

1. Accounts Payable – check register

K. Hunt

Accounts Payable To Be Paid Proof List

User: Amy
Printed: 01/09/2018 - 1:41 PM
Batch: 009-01-2018

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close PO Line #
Cardmember Service										
CARDMEMB										
20171220	12/20/2017	64.26	0.00	01/09/2018	Holiday - Car Wash		-		No	0000
101-420-2220-44300	Miscellaneous									
20171220	12/20/2017	-99.00	0.00	01/09/2018	CREDIT - Amazon Prime Membership		-		No	0000
206-450-5300-42185	Software									
20171220	12/20/2017	117.83	0.00	01/09/2018	Norton Anti-Virus		-		No	0000
206-450-5300-42185	Software									
20171220	12/20/2017	61.86	0.00	01/09/2018	Office 365 MSFT Subscription		-		No	0000
206-450-5300-42185	Software									
20171220	12/20/2017	299.00	0.00	01/09/2018	Payroll Publication		-		No	0000
101-410-1520-44330	Dues & Subscriptions									
20171220	12/20/2017	50.00	0.00	01/09/2018	Constant Contact - weekly email letter		-		No	0000
101-410-1450-43180	Information Technology/Web									
20171220	12/20/2017	625.00	0.00	01/09/2018	2018 Bldg Official Conf MB		-		No	0000
101-420-2400-44370	Conferences & Training									
20171220	12/20/2017	580.00	0.00	01/09/2018	2018 Great Plains Conf MB		-		No	0000
101-420-2400-44370	Conferences & Training									
20171220	12/20/2017	145.00	0.00	01/09/2018	2018 Great Plains Conf TL		-		No	0000
101-420-2400-44370	Conferences & Training									
20171220	12/20/2017	159.96	0.00	01/09/2018	Uniforms - Blue Jeans		-		No	0000
101-420-2400-44170	Uniforms									
20171220	12/20/2017	10.99	0.00	01/09/2018	Amazon Prime Membership		-		No	0000
101-430-3100-44330	Dues & Subscriptions									
20171220	12/20/2017	314.94	0.00	01/09/2018	Fleet Farm - Storage Tank		-		No	0000
603-496-9500-42270	Repair/Maint. Supplies									
20171220	12/20/2017	150.00	0.00	01/09/2018	Asset Mgmt Software		-		No	0000
101-430-3100-43150	Contract Services									
20171220	12/20/2017	218.64	0.00	01/09/2018	Mailboxes.com - roadside mailbox		-		No	0000
101-430-3100-42250	Street Maintenance									
20171220	12/20/2017	209.69	0.00	01/09/2018	Budget Mailboxes		-		No	0000
101-430-3100-42250	Street Maintenance									
20171220	12/20/2017	147.15	0.00	01/09/2018	Fleet Farm - Shop Items		-		No	0000
101-430-3100-42150	Operating Supplies									

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close PO Line #
20171220	12/20/2017	338.49	0.00	01/09/2018	Best Buy - Monitor, Speakers		-			No 0000
601-494-9400-42400	Small Tools & Minor Equipment									
20171220	12/20/2017	40.43	0.00	01/09/2018	Menards - Brookfield Water		-			No 0000
101-410-1320-42000	Office Supplies									
	20171220 Total:	3,434.24								
	CARDMEMB Total:	3,434.24								
	Cardmember Service Total:	3,434.24								
	Report Total:	3,434.24								

Accounts Payable GL Distribution Report

User: Amy
Printed: 01/09/18 13:42
Batch: 009-01-2018
Fiscal Period: 1
JE Date: 01/09/18

Fund	DR Amount	CR Amount	Account Number	Description
101 General Fund				
	0.00	2,700.12	101-000-0000-20200	Accounts Payable
	40.43	0.00	101-410-1320-42000	Office Supplies
	50.00	0.00	101-410-1450-43180	Information Technology/Web
	299.00	0.00	101-410-1520-44330	Dues & Subscriptions
	64.26	0.00	101-420-2220-44300	Miscellaneous
	159.96	0.00	101-420-2400-44170	Uniforms
	625.00	0.00	101-420-2400-44370	Conferences & Training
	580.00	0.00	101-420-2400-44370	Conferences & Training
	145.00	0.00	101-420-2400-44370	Conferences & Training
	147.15	0.00	101-430-3100-42150	Operating Supplies
	209.69	0.00	101-430-3100-42250	Street Maintenance
	218.64	0.00	101-430-3100-42250	Street Maintenance
	150.00	0.00	101-430-3100-43150	Contract Services
	10.99	0.00	101-430-3100-44330	Dues & Subscriptions
	<u>2,700.12</u>	<u>2,700.12</u>		
206 Library				
	0.00	80.69	206-000-0000-20200	Accounts Payable
	61.86	0.00	206-450-5300-42185	Software
	117.83	0.00	206-450-5300-42185	Software
	0.00	99.00	206-450-5300-42185	Software
	<u>179.69</u>	<u>179.69</u>		
601 Water				
	0.00	338.49	601-000-0000-20200	Accounts Payable
	338.49	0.00	601-494-9400-42400	Small Tools & Minor Equipment
	<u>338.49</u>	<u>338.49</u>		
603 Surface Water Utility				
	0.00	314.94	603-000-0000-20200	Accounts Payable
	314.94	0.00	603-496-9500-42270	Repair/Maint. Supplies
	<u>314.94</u>	<u>314.94</u>		

Fund	DR Amount	CR Amount	Account Number	Description
Grand Total:	3,533.24	3,533.24		

L. Hines

2017

Accounts Payable To Be Paid Proof List

User: Amy
Printed: 01/10/2018 - 2:29 PM
Batch: 030-12-2017

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
American Eng and Testing, Inc.										
AMERICAN										
99476	11/30/2017	13,892.80	0.00	01/16/2018	Pavement Eng Anlys 2018-2020 Street		-		No	0000
409-480-8000-43030	Engineering Services				Prjs					
	99476 Total:	13,892.80								
	AMERICAN Total:	13,892.80								
American Eng and Testing, Inc. Total:		13,892.80								
Auto Nation										
AUTONAT										
3784791	12/21/2017	73.52	0.00	01/16/2018	Tail light for 17-2		-		No	0000
101-430-3100-42210	Equipment Parts									
	3784791 Total:	73.52								
	AUTONAT Total:	73.52								
Auto Nation Total:		73.52								
Boyer Trucks										
BOYER										
299742	12/26/2017	3,103.81	0.00	01/16/2018	1-Ton engine repair & fuel pump		-		No	0000
101-430-3100-44040	Repairs/Maint Eqpt									
	299742 Total:	3,103.81								
	BOYER Total:	3,103.81								
Boyer Trucks Total:		3,103.81								

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close PO Line #
Central Pension Fund										
CENTRALP										
20171221	12/21/2017	420.00	0.00	01/16/2018	CPF Contributions - 122117		-			No 0000
101-000-0000-21714	Union Pension									
	20171221 Total:	420.00								
	CENTRALP Total:	420.00								
Central Pension Fund Total:		420.00								
Cintas Corporation #754										
CINTAS										
754030136	12/29/2017	1,467.25	0.00	01/16/2018	City Hall deep clean - carpet, chairs		-			No 0000
101-410-1940-44010	Repairs/Maint Contractual Bldg									
	754030136 Total:	1,467.25								
754811016	12/27/2017	328.06	0.00	01/16/2018	Uniforms		-			No 0000
101-430-3100-44170	Uniforms									
	754811016 Total:	328.06								
	CINTAS Total:	1,795.31								
Cintas Corporation #754 Total:		1,795.31								
City of Bloomington										
CTYBLOOM										
1700238	12/29/2017	42.00	0.00	01/16/2018	2017 December Lab Testing		-			No 0000
601-494-9400-42270	Utility System Maintenance									
	1700238 Total:	42.00								
	CTYBLOOM Total:	42.00								
City of Bloomington Total:		42.00								
Clifton, Larson, Allen LLP										
CLIFTON										
1655474	12/28/2017	14,420.00	0.00	01/16/2018	112817-122717 CLA Services		-			No 0000
101-410-1520-43150	Contract Services									
1655474	12/28/2017	1,802.50	0.00	01/16/2018	112817-122717 CLA Services		-			No 0000
601-494-9400-43150	Contract Services									
1655474	12/28/2017	901.25	0.00	01/16/2018	112817-122717 CLA Services		-			No 0000
602-495-9450-43150	Contract Services									
1655474	12/28/2017	901.25	0.00	01/16/2018	112817-122717 CLA Services		-			No 0000
603-496-9500-43150	Contract Services									

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close PO	Line #
	1655474 Total:	18,025.00									
	CLIFTON Total:	18,025.00									
	Clifton, Larson, Allen LLP Total:	18,025.00									
Compass Minerals											
COMPASS											
141404	12/15/2017	7,460.38	0.00	01/16/2018	Road Salt		-			No	0000
101-430-3100-42290	Sand/Salt										
	141404 Total:	7,460.38									
150766	12/27/2017	1,358.53	0.00	01/16/2018	Road Salt		-			No	0000
101-430-3100-42290	Sand/Salt										
	150766 Total:	1,358.53									
152042	12/28/2017	9,373.02	0.00	01/16/2018	Road Salt		-			No	0000
101-430-3100-42290	Sand/Salt										
	152042 Total:	9,373.02									
	COMPASS Total:	18,191.93									
	Compass Minerals Total:	18,191.93									
Core & Main LP											
CORE											
393658	12/17/2017	92.46	0.00	01/16/2018	Gate Valve Covers		-			No	0000
601-494-9400-42300	Water Meters & Supplies										
	393658 Total:	92.46									
	CORE Total:	92.46									
	Core & Main LP Total:	92.46									
D.W. INC.											
DWINC											
509	12/28/2017	230.00	0.00	01/16/2018	2017 December snow removal		-			No	0000
206-450-5300-43150	Contract Services										
	509 Total:	230.00									
	DWINC Total:	230.00									
	D.W. INC. Total:	230.00									

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close PO Line #
Focus Engineering, Inc.										
FOCUS										
4327	01/03/2018	200.00	0.00	01/16/2018	General Engineering - Council Meetings		-		No	0000
101-410-1930-43030	Engineering Services									
	4327 Total:	200.00								
4328	01/03/2018	1,278.75	0.00	01/16/2018	General Engineering - Dept. Meetings		-		No	0000
101-410-1930-43030	Engineering Services									
	4328 Total:	1,278.75								
4329	01/03/2018	180.00	0.00	01/16/2018	General Engineering - Planning		-		No	0000
101-410-1910-43030	Engineering Services									
	4329 Total:	180.00								
4330	01/03/2018	425.00	0.00	01/16/2018	General Engineering - ROW		-		No	0000
101-430-3100-43030	Engineering Services									
	4330 Total:	425.00								
4331	01/03/2018	764.09	0.00	01/16/2018	General Engineering - Water		-		No	0000
601-494-9400-43030	Engineering Services									
4331	01/03/2018	825.00	0.00	01/16/2018	General Engineering - Stormwater		-		No	0000
603-496-9500-43030	Engineering Services									
	4331 Total:	1,589.09								
4332	01/03/2018	1,416.00	0.00	01/16/2018	General Engineering - Transp & Traffic		-		No	0000
409-480-8000-43030	Engineering Services									
	4332 Total:	1,416.00								
4333	01/03/2018	1,710.00	0.00	01/16/2018	CSAH 15		-		No	0000
602-495-9450-43030	Engineering Services									
	4333 Total:	1,710.00								
4334	01/03/2018	897.50	0.00	01/16/2018	LE Ave Corridor Improvements		-		No	0000
409-480-8000-43030	Engineering Services									
	4334 Total:	897.50								
4335	01/03/2018	420.00	0.00	01/16/2018	State Hwy 36 Corridor Plan		-		No	0000
409-480-8000-43030	Engineering Services									
	4335 Total:	420.00								
4336	01/03/2018	1,440.00	0.00	01/16/2018	Inwood Booster Station		-		No	0000
601-494-9400-43030	Engineering Services									
	4336 Total:	1,440.00								
4337	01/03/2018	90.00	0.00	01/16/2018	Beehive Asset Management		-		No	0000
409-480-8000-43030	Engineering Services									
	4337 Total:	90.00								
4338	01/03/2018	426.25	0.00	01/16/2018	CSAH 13		-		No	0000
409-480-8000-43030	Engineering Services									
	4338 Total:	426.25								
4339	01/03/2018	940.00	0.00	01/16/2018	Inwood Water Tower		-		No	0000
601-494-9400-43030	Engineering Services									
	4339 Total:	940.00								
4340	01/03/2018	2,907.50	0.00	01/16/2018	OV Phase 3		-		No	0000
409-480-8000-43030	Engineering Services									

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close PO Line #
4341	01/03/2018	2,907.50								
602-495-9450-43030	Engineering Services	1,267.50	0.00	01/16/2018	I-94 Lift Station		-		No	0000
4341	Total:	1,267.50								
4342	01/03/2018	260.00	0.00	01/16/2018	2017 Street Project		-		No	0000
409-480-8000-43030	Engineering Services	260.00								
4342	Total:	260.00								
4343	01/03/2018	395.89	0.00	01/16/2018	Lake Elmo Ave Phase 3		-		No	0000
409-480-8000-43030	Engineering Services	395.89								
4343	Total:	395.89								
4344	01/03/2018	335.89	0.00	01/16/2018	CSAH 19		-		No	0000
101-430-3120-42250	Seal Coat and Crack Fill	335.89								
4344	Total:	335.89								
4345	01/03/2018	2,072.50	0.00	01/16/2018	2018 Street Project		-		No	0000
409-480-8000-43030	Engineering Services	2,072.50								
4345	Total:	2,072.50								
4346	01/03/2018	1,756.25	0.00	01/16/2018	OV Phase 4		-		No	0000
409-480-8000-43030	Engineering Services	1,756.25								
4346	Total:	1,756.25								
4347	01/03/2018	667.50	0.00	01/16/2018	3M Litigation		-		No	0000
601-494-9400-43030	Engineering Services	667.50								
4347	Total:	667.50								
4348	01/03/2018	322.50	0.00	01/16/2018	Boulder Ponds 1st		-		No	0000
803-000-0000-22910	Developer Payments	322.50								
4348	Total:	322.50								
4349	01/03/2018	90.00	0.00	01/16/2018	Hammes 1st		-		No	0000
803-000-0000-22910	Developer Payments	90.00								
4349	Total:	90.00								
4350	01/03/2018	148.75	0.00	01/16/2018	Hunters Crossing 1st		-		No	0000
803-000-0000-22910	Developer Payments	148.75								
4350	Total:	148.75								
4351	01/03/2018	1,088.18	0.00	01/16/2018	Wildflower 1st		-		No	0000
803-000-0000-22910	Developer Payments	1,088.18								
4351	Total:	1,088.18								
4352	01/03/2018	633.50	0.00	01/16/2018	Village Preserve 1st		-		No	0000
803-000-0000-22910	Developer Payments	633.50								
4352	Total:	633.50								
4353	01/03/2018	293.75	0.00	01/16/2018	Easton Village 1st		-		No	0000
803-000-0000-22910	Developer Payments	293.75								
4353	Total:	293.75								
4354	01/03/2018	326.79	0.00	01/16/2018	Northport 1st		-		No	0000
803-000-0000-22910	Developer Payments	326.79								
4354	Total:	326.79								
4355	01/03/2018	427.50	0.00	01/16/2018	Savona 2nd		-		No	0000
803-000-0000-22910	Developer Payments	427.50								

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close PO Line #
		4355 Total:								
4356	01/03/2018	127.50	0.00	01/16/2018	Hunters Crossing 2nd		-		No	0000
803-000-0000-22910	Developer Payments									
		4356 Total:								
4357	01/03/2018	1,296.24	0.00	01/16/2018	Savona 3rd		-		No	0000
803-000-0000-22910	Developer Payments									
		4357 Total:								
4358	01/03/2018	197.14	0.00	01/16/2018	Auto Owners Building		-		No	0000
803-000-0000-22910	Developer Payments									
		4358 Total:								
4359	01/03/2018	166.25	0.00	01/16/2018	ISD 916 Eagle Point School		-		No	0000
803-000-0000-22910	Developer Payments									
		4359 Total:								
4360	01/03/2018	238.03	0.00	01/16/2018	Arbor Glen Senior Living		-		No	0000
803-000-0000-22910	Developer Payments									
		4360 Total:								
4361	01/03/2018	323.21	0.00	01/16/2018	Savona 4th		-		No	0000
803-000-0000-22910	Developer Payments									
		4361 Total:								
4362	01/03/2018	157.50	0.00	01/16/2018	Easton Village 2nd		-		No	0000
803-000-0000-22910	Developer Payments									
		4362 Total:								
4363	01/03/2018	292.50	0.00	01/16/2018	Boulder Ponds 2nd		-		No	0000
803-000-0000-22910	Developer Payments									
		4363 Total:								
4364	01/03/2018	416.00	0.00	01/16/2018	Village Preserve 2nd		-		No	0000
803-000-0000-22910	Developer Payments									
		4364 Total:								
4365	01/03/2018	11,091.31	0.00	01/16/2018	Royal Golf Course		-		No	0000
803-000-0000-22910	Developer Payments									
		4365 Total:								
4366	01/03/2018	30.00	0.00	01/16/2018	Hidden Meadows 2nd		-		No	0000
803-000-0000-22910	Developer Payments									
		4366 Total:								
4367	01/03/2018	1,971.59	0.00	01/16/2018	Southwind		-		No	0000
803-000-0000-22910	Developer Payments									
		4367 Total:								
4368	01/03/2018	694.62	0.00	01/16/2018	Wasatch Storage		-		No	0000
803-000-0000-22910	Developer Payments									
		4368 Total:								
4369	01/03/2018	367.50	0.00	01/16/2018	Wildflower 2nd		-		No	0000
803-000-0000-22910	Developer Payments									
		4369 Total:								
4370	01/03/2018	862.85	0.00	01/16/2018	Hammes 2nd		-		No	0000
803-000-0000-22910	Developer Payments									

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
4370 Total:		862.85								
4371	01/03/2018	45.18	0.00	01/16/2018	9242 Hudson Blvd		-		No	0000
409-480-8000-43030	Engineering Services									
4371 Total:		45.18								
4372	01/03/2018	1,170.88	0.00	01/16/2018	Easton Village 3rd		-		No	0000
803-000-0000-22910	Developer Payments									
4372 Total:		1,170.88								
4373	01/03/2018	1,860.00	0.00	01/16/2018	Legacy at North Star/Gonyea Homes		-		No	0000
803-000-0000-22910	Developer Payments									
4373 Total:		1,860.00								
4374	01/03/2018	300.00	0.00	01/16/2018	Emerson - Section 36		-		No	0000
101-410-1930-43030	Engineering Services									
4374 Total:		300.00								
4375	01/03/2018	210.00	0.00	01/16/2018	Metro Transit Park & Ride		-		No	0000
101-410-1930-43030	Engineering Services									
4375 Total:		210.00								
4376	01/03/2018	1,560.00	0.00	01/16/2018	Fairfield Inn		-		No	0000
803-000-0000-22910	Developer Payments									
4376 Total:		1,560.00								
FOCUS Total:		47,384.89								
Focus Engineering, Inc. Total:		47,384.89								
Gopher State One Call										
ONECALL										
7120499	12/31/2017	87.08	0.00	01/16/2018	2017 December locate tickets		-		No	0000
601-494-9400-43150	Contract Services									
7120499	12/31/2017	87.07	0.00	01/16/2018	2017 December locate tickets		-		No	0000
602-495-9450-43150	Contract Services									
7120499 Total:		174.15								
ONECALL Total:		174.15								
Gopher State One Call Total:		174.15								
GWSA Land Development, LLC										
GWSALAND										
20171229	12/29/2017	30,430.00	0.00	01/16/2018	Village Preserve Watermain Oversizing		-		No	0000
601-494-9400-45300	Improvements Other Than Bldgs									
20171229 Total:		30,430.00								
GWSALAND Total:		30,430.00								

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close PO	Line #
GWSA Land Development, LLC Total:		30,430.00									
<hr/>											
Holiday Credit Office											
HOLIDAYC											
20171215	12/15/2017	103.14	0.00	01/16/2018	Fuel		-		No	0000	
101-420-2220-42120	Fuel, Oil and Fluids										
	20171215 Total:	103.14									
	HOLIDAYC Total:	103.14									
<hr/>											
Holiday Credit Office Total:		103.14									
<hr/>											
Innovative Office Solutions											
INNOVAT											
IN1875037	12/26/2017	22.79	0.00	01/16/2018	Office Supplies		-		No	0000	
101-420-2220-42000	Office Supplies										
IN1875037	12/26/2017	7.16	0.00	01/16/2018	Office Supplies		-		No	0000	
101-420-2400-42000	Office Supplies										
	IN1875037 Total:	29.95									
	INNOVAT Total:	29.95									
<hr/>											
Innovative Office Solutions Total:		29.95									
<hr/>											
Landscape Architecture, Inc											
Landscap											
25	01/02/2018	1,282.50	0.00	01/16/2018	Boulder Ponds 1st		-		No	0000	
803-000-0000-22910	Developer Payments										
	25 Total:	1,282.50									
26	01/02/2018	1,637.50	0.00	01/16/2018	Boulder Ponds 2nd		-		No	0000	
803-000-0000-22910	Developer Payments										
	26 Total:	1,637.50									
27	12/22/2017	2,710.00	0.00	01/16/2018	Inwood Crossing		-		No	0000	
803-000-0000-22910	Developer Payments										
	27 Total:	2,710.00									
45	01/02/2018	150.00	0.00	01/16/2018	Hidden Meadows		-		No	0000	
803-000-0000-22910	Developer Payments										
	45 Total:	150.00									
47	12/28/2017	500.00	0.00	01/16/2018	Northport Development		-		No	0000	
803-000-0000-22910	Developer Payments										
	47 Total:	500.00									

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close PO	Line #
Landscape Total:		6,280.00									
Landscape Architecture, Inc Total:		6,280.00									
Menards - Oakdale											
MENARDSO											
45796	12/18/2017	88.22	0.00	01/16/2018	Shop Supplies		-			No	0000
101-430-3100-42150	Shop Materials										
45796 Total:		88.22									
46083	12/22/2017	22.85	0.00	01/16/2018	Vehicle Supplies		-			No	0000
101-430-3100-44040	Repairs/Maint Eqpt										
46083 Total:		22.85									
46277	12/26/2017	67.67	0.00	01/16/2018	Station # 1 Paint Supplies		-			No	0000
101-420-2220-44010	Repairs/Maint Bldg										
46277 Total:		67.67									
46282	12/26/2017	179.00	0.00	01/16/2018	Station # 1 Paint		-			No	0000
101-420-2220-44010	Repairs/Maint Bldg										
46282 Total:		179.00									
MENARDSO Total:		357.74									
Menards - Oakdale Total:		357.74									
Metropolitan Council											
METCOU											
20171231	12/31/2017	54,670.00	0.00	01/16/2018	2017 December SAC Charges		-			No	0000
602-000-0000-20802	SAC due Met Council										
20171231	12/31/2017	-546.70	0.00	01/16/2018	2017 December SAC Prompt Pay Disc		-			No	0000
602-000-0000-37220	SAC Early Pay discount/revenue										
20171231 Total:		54,123.30									
METCOU Total:		54,123.30									
Metropolitan Council Total:		54,123.30									
Miller Excavating, Inc.											
MILLEREX											
24507	12/29/2017	3,952.98	0.00	01/16/2018	Watermain break - Layton Ave		-			No	0000
601-494-9400-44030	Repairs\Maint Imp Not Bldgs										
24507 Total:		3,952.98									

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close PO	Line #
MILLEREX Total:		3,952.98									
Miller Excavating, Inc. Total:		3,952.98									
Municipal Emergency Svs. Inc.											
MES											
1185528	12/13/2017	323.18	0.00	01/16/2018	Wildland/Rescue Gear Suspenders		-			No	0000
101-420-2220-42400	Small Tools & Equipment										
1185528 Total:		323.18									
1188790	12/22/2018	5,998.32	0.00	01/16/2018	Wildland/Rescue Gear		-			No	0000
101-420-2220-42400	Small Tools & Equipment										
1188790 Total:		5,998.32									
MES Total:		6,321.50									
Municipal Emergency Svs. Inc. Total:		6,321.50									
RABOUIN, INC											
RABOUIN											
20171231	12/31/2017	15,020.00	0.00	01/16/2018	2017 Assessment Work - Final		-			No	0000
101-410-1320-43100	Assessing Services				Payment						
20171231 Total:		15,020.00									
RABOUIN Total:		15,020.00									
RABOUIN, INC Total:		15,020.00									
Sambatek, Inc											
SAMBATEK											
11215	12/29/2017	236.25	0.00	01/16/2018	McCleod Sketch Plan/CPA 2017-46		-			No	0000
803-000-0000-22910	Developer Payments										
11215 Total:		236.25									
SAMBATEK Total:		236.25									
Sambatek, Inc Total:		236.25									
Shred-It USA											
SHRED-IT											
8123886856	12/31/2017	213.12	0.00	01/16/2018	2017 December Shredding Svs		-			No	0000
101-410-1320-43150	Contract Services										
8123886856 Total:		213.12									

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close PO	Line #
SHRED-IT Total:		213.12									
Shred-It USA Total:		213.12									
Strong Timothy											
STRONGTI											
20171231	12/31/2017	175.00	0.00	01/16/2018	Uniforms - Boots TS		-			No	0000
101-430-3100-44170	Uniforms										
20171231 Total:		175.00									
STRONGTI Total:		175.00									
Strong Timothy Total:		175.00									
Swanson Haskamp Consulting											
SHC											
567	12/29/2017	1,750.50	0.00	01/16/2018	2040 Comprehensive Plan Project		-			No	0000
101-410-1910-43020	Comprehensive Planning										
567 Total:		1,750.50									
SHC Total:		1,750.50									
Swanson Haskamp Consulting Total:		1,750.50									
Twin City Garage Door Corp.											
TWINGAR											
496544	12/14/2017	135.00	0.00	01/16/2018	Station # 1 Garage Door repair		-			No	0000
101-420-2220-44010	Repairs/Maint Bldg										
496544 Total:		135.00									
TWINGAR Total:		135.00									
Twin City Garage Door Corp. Total:		135.00									
Washington Conservation Dist.											
WASHCONS											
4010	12/15/2017	868.25	0.00	01/16/2018	2017 BMP Maint. (rain gardens)		-			No	0000
603-496-9500-43150	Contract Services										
4010 Total:		868.25									
WASHCONS Total:		868.25									

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close PO	Line #
Washington Conservation Dist. Total:		868.25									
<hr/>											
Washington County											
WACO-PW											
132655	12/13/2017	134,481.05	0.00	01/16/2018	CSAH 13 Project 2015.125		-			No	0000
602-495-9450-43150	Contract Services										
132655	12/13/2017	80,104.96	0.00	01/16/2018	CSAH 13 Project 2015.125		-			No	0000
409-480-8000-43150	Contract Services										
	132655 Total:	214,586.01									
132841	12/21/2017	5,959.80	0.00	01/16/2018	2017 Street Striping		-			No	0000
101-430-3100-43150	Contract Services										
	132841 Total:	5,959.80									
	WACO-PW Total:	220,545.81									
<hr/>											
WAS-SHER											
132816	01/01/2018	324,178.40	0.00	01/16/2018	2017 Police Services July - December		-			No	0000
101-420-2100-43150	Law Enforcement Contract										
	132816 Total:	324,178.40									
	WAS-SHER Total:	324,178.40									
<hr/>											
WASRADIO											
132867	12/20/2017	300.06	0.00	01/16/2018	2017 Q4 800 Mhz Radios		-			No	0000
101-430-3100-43230	Radio										
	132867 Total:	300.06									
132868	12/20/2017	3,800.76	0.00	01/16/2018	2017 Q4 800 Mhz Radios		-			No	0000
101-420-2220-43230	Radio										
	132868 Total:	3,800.76									
	WASRADIO Total:	4,100.82									
<hr/>											
Washington County Total:		548,825.03									
<hr/>											
Weeks-End Signs & Graphics											
WEEKSEND											
2352	12/30/2017	1,285.89	0.00	01/16/2018	Lions Park Signs x 7		-			No	0000
207-000-0000-34110	Rent										
	2352 Total:	1,285.89									
	WEEKSEND Total:	1,285.89									
<hr/>											

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
Weeks-End Signs & Graphics Total:		1,285.89								
<hr/>										
Witter Nicholas										
WITTER										
20171229	12/29/2017	37.43	0.00	01/16/2018	Reimb - Rug shampoo rental		-		No	0000
101-420-2220-44010	Repairs/Maint Bldg									
	20171229 Total:	37.43								
	WITTER Total:	37.43								
<hr/>										
Witter Nicholas Total:		37.43								
<hr/>										
Xcel Energy										
XCEL										
573817748	12/19/2017	12.53	0.00	01/16/2018	Sunfish Park		-		No	0000
101-450-5200-43810	Electric Utility									
	573817748 Total:	12.53								
573818362	12/19/2017	56.11	0.00	01/16/2018	Traffic Lights		-		No	0000
101-430-3160-43810	Street Lighting									
	573818362 Total:	56.11								
574458231	12/27/2017	1,723.28	0.00	01/16/2018	Public Works		-		No	0000
101-430-3100-43810	Electric Utility									
	574458231 Total:	1,723.28								
574459576	12/27/2017	42.83	0.00	01/16/2018	VFW Ballfield		-		No	0000
101-450-5200-43810	Electric Utility									
	574459576 Total:	42.83								
574625116	12/18/2017	312.52	0.00	01/16/2018	City Hall		-		No	0000
101-410-1940-43810	Electric Utility									
574625116	12/18/2017	33.52	0.00	01/16/2018	Traffic Lights		-		No	0000
101-430-3160-43810	Street Lighting									
	574625116 Total:	346.04								
574708656	12/28/2017	14.21	0.00	01/16/2018	Warning Sirens		-		No	0000
101-420-2220-43810	Electric Utility									
	574708656 Total:	14.21								
	XCEL Total:	2,195.00								
<hr/>										
Xcel Energy Total:		2,195.00								
<hr/>										
Yale Mechanical										
YALEMECH										
185071	12/29/2017	379.25	0.00	01/16/2018	Building Repairs - City Hall		-		No	0000
101-410-1940-44010	Repairs/Maint Contractual Bldg									

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close PO	Line #
	185071 Total:	379.25									
186020	12/29/2017	1,148.70	0.00	01/16/2018	Building Repairs - Public Works		-			No	0000
101-430-3100-44010	Repairs/Maint Bldg										
	186020 Total:	1,148.70									
186021	12/29/2017	458.80	0.00	01/16/2018	Building Repairs - Fire Station # 2		-			No	0000
101-420-2220-44010	Repairs/Maint Bldg										
	186021 Total:	458.80									
186022	12/29/2017	994.50	0.00	01/16/2018	Building Repairs - Fire Station # 1		-			No	0000
101-420-2220-44010	Repairs/Maint Bldg										
	186022 Total:	994.50									
	YALEMECH Total:	2,981.25									
	Yale Mechanical Total:	2,981.25									
	Report Total:	778,747.20									

2018

Accounts Payable

To Be Paid Proof List

User: Amy
 Printed: 01/10/2018 - 2:30 PM
 Batch: 016-01-2018

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close PO Line #
Central Pension Fund										
CENTRALP										
20180104	01/04/2018	420.00	0.00	01/16/2018	CPF Contributions - 010418		-			
101-000-0000-21714	Union Pension									
	20180104 Total:	420.00								
	CENTRALP Total:	420.00								
Central Pension Fund Total:		420.00								
Cintas Corporation #754										
CINTAS										
754183220	01/02/2018	57.87	0.00	01/16/2018	2018 January Cleaning & Maint		-			
101-410-1940-44010	Repairs/Maint Contractual Bldg				supplies					
	754183220 Total:	57.87								
754813634	01/03/2018	101.92	0.00	01/16/2018	Uniforms		-			
101-430-3100-44170	Uniforms									
754813634	01/03/2018	77.90	0.00	01/16/2018	Rugs, soap, rags		-			
101-430-3100-42150	Operating Supplies									
	754813634 Total:	179.82								
	CINTAS Total:	237.69								
Cintas Corporation #754 Total:		237.69								
Comcast										
COMCAST										
20171227	12/27/2017	7.91	0.00	01/16/2018	Cable Service 010918-020818		-			
101-420-2220-44300	Miscellaneous									
	20171227 Total:	7.91								
	COMCAST Total:	7.91								

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close PO Line #
Comcast Total:		7.91								
<hr/>										
DVS Renewal										
DVS										
20180201	02/01/2018	356.00	0.00	01/16/2018	2018-2020 Vehicle Registrations PW		-		No	0000
101-430-3100-44300	Miscellaneous									
20180201 Total:		356.00								
DVS Total:		356.00								
<hr/>										
DVS Renewal Total:		356.00								
<hr/>										
Jani-King of Minnesota, Inc										
JANIKING										
MIN01180184	01/01/2018	204.00	0.00	01/16/2018	2018 January Cleaning Services		-		No	0000
101-430-3100-44010	Repairs/Maint Bldg									
MIN01180184 Total:		204.00								
MIN01180185	01/01/2018	334.86	0.00	01/16/2018	2018 January Cleaning Services		-		No	0000
101-410-1940-44010	Repairs/Maint Contractual Bldg									
MIN01180185 Total:		334.86								
JANIKING Total:		538.86								
<hr/>										
Jani-King of Minnesota, Inc Total:		538.86								
<hr/>										
Lake Elmo Associates, LLP										
LEASSOC										
20180201	02/01/2018	2,666.00	0.00	01/16/2018	3880 Brookfield Rent - February 2018		-		No	0000
101-410-1940-44120	Rentals - Building									
20180201 Total:		2,666.00								
LEASSOC Total:		2,666.00								
<hr/>										
Lake Elmo Associates, LLP Total:		2,666.00								
<hr/>										
Metro Cities										
METRO MU										
37	01/03/2018	3,655.00	0.00	01/16/2018	2018 Metro Cities membership		-		No	0000
101-410-1110-44330	Dues & Subscriptions									
37 Total:		3,655.00								
METRO MU Total:		3,655.00								
<hr/>										

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close PO Line #
Metro Cities Total:		3,655.00								
<hr/>										
Metro Fire Chiefs Assoc										
METRO FI										
2018	01/03/2018	100.00	0.00	01/16/2018	2018 Metro Chiefs membership		-		No	0000
101-420-2220-44330	Dues & Subscriptions									
2018 Total:		100.00								
METRO FI Total:		100.00								
<hr/>										
Metro Fire Chiefs Assoc Total:		100.00								
<hr/>										
Metropolitan Council										
METCOU										
1075649	01/05/2018	7,678.30	0.00	01/16/2018	2018 February Waste Water Services		-		No	0000
602-495-9450-43820	Sewer Utility - Met Council									
1075649 Total:		7,678.30								
METCOU Total:		7,678.30								
<hr/>										
Metropolitan Council Total:		7,678.30								
<hr/>										
MN PEIP										
MNPEIP										
665375	01/09/2018	10,410.92	0.00	01/16/2018	2018 February Health Insurance		-		No	0000
101-000-0000-21706	Medical Insurance									
665375 Total:		10,410.92								
MNPEIP Total:		10,410.92								
<hr/>										
MN PEIP Total:		10,410.92								
<hr/>										
MN Pollution Control Agency										
MPCA										
2018	01/10/2018	400.00	0.00	01/16/2018	2018 MS4 Stormwater Permit		-		No	0000
603-496-9500-43150	Contract Services									
2018 Total:		400.00								
MPCA Total:		400.00								
<hr/>										
MN Pollution Control Agency Total:		400.00								
<hr/>										

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close PO Line #
MN State Fire Dept Assn										
MNFIREAS										
2018	01/03/2018	264.00	0.00	01/16/2018	2018 MSFDA membership		-		No	0000
101-420-2220-44330	Dues & Subscriptions									
	2018 Total:	264.00								
	MNFIREAS Total:	264.00								
MN State Fire Dept Assn Total:		264.00								
NCPERS Minnesota										
NCPERS										
5662917	01/04/2018	96.00	0.00	01/16/2018	2018 January Premium		-		No	0000
101-000-0000-21708	Other Benefits									
	5662917 Total:	96.00								
	NCPERS Total:	96.00								
NCPERS Minnesota Total:		96.00								
Northland Trust Services										
NORTHL										
ELMO10B	12/13/2017	155,000.00	0.00	01/16/2018	2010B GO Bond - Principal 2/01		-		No	0000
318-470-7000-46010	Bond Principal									
ELMO10B	12/13/2017	18,978.75	0.00	01/16/2018	2010B GO Bond - Interest 2/01		-		No	0000
318-470-7000-46110	Bond Interest									
ELMO10B	12/13/2017	495.00	0.00	01/16/2018	2010B GO Bond - Agent Fee 2/01		-		No	0000
318-470-7000-46200	Fiscal Agent Fees									
	ELMO10B Total:	174,473.75								
ELMO11A	12/13/2017	85,000.00	0.00	01/16/2018	2011A GO Bond - Principal 2/01		-		No	0000
319-470-7000-46010	Bond Principal									
ELMO11A	12/13/2017	4,351.25	0.00	01/16/2018	2011A GO Bond - Interest 2/01		-		No	0000
319-470-7000-46110	Bond Interest									
ELMO11A	12/13/2017	495.00	0.00	01/16/2018	2011A GO Bond - Agent Fee 2/01		-		No	0000
319-470-7000-46200	Fiscal Agent Fees									
	ELMO11A Total:	89,846.25								
ELMO12B	12/13/2017	85,000.00	0.00	01/16/2018	2012B GO Bond - Principal 2/01		-		No	0000
321-470-7000-46010	Bond Principal									
ELMO12B	12/13/2017	4,397.50	0.00	01/16/2018	2012B GO Bond - Interest 2/01		-		No	0000
321-470-7000-46110	Bond Interest									
	ELMO12B Total:	89,397.50								
LKEL10A	12/13/2017	70,000.00	0.00	01/16/2018	2010A GO Bond - Principal 2/01		-		No	0000
317-470-7000-46010	Bond Principal									

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close PO Line #
LKEL10A	12/13/2017	3,803.75	0.00	01/16/2018	2010A GO Bond - Interest 2/01		-			No 0000
317-470-7000-46110	Bond Interest									
	LKEL10A Total:	73,803.75								
	NORTHL Total:	427,521.25								
Northland Trust Services Total:		427,521.25								
OP4 Boulder Ponds, LLC										
OP4										
20180116	01/16/2018	20,633.55	0.00	01/16/2018	Boulder Ponds 1st Sewer Oversizing		-			No 0000
602-495-9450-45300	Improvements Other Than Bldgs									
	20180116 Total:	20,633.55								
	OP4 Total:	20,633.55								
OP4 Boulder Ponds, LLC Total:		20,633.55								
Ostarello Benjamin										
OSTARELL										
20180109	01/09/2018	500.00	0.00	01/16/2018	Escrow Refund Variance 8323 Deer Pond		-			No 0000
803-000-0000-22910	Developer Payments									
	20180109 Total:	500.00								
	OSTARELL Total:	500.00								
Ostarello Benjamin Total:		500.00								
Pavek Peter										
PAVEKPET										
20180109	01/09/2018	500.00	0.00	01/16/2018	Escrow Refund Variance 8130 Hill Trail		-			No 0000
803-000-0000-22910	Developer Payments									
	20180109 Total:	500.00								
	PAVEKPET Total:	500.00								
Pavek Peter Total:		500.00								
St. Croix Title										
STTITLE										
3880 Earnest	01/16/2018	40,000.00	0.00	01/16/2018	EDA Earnest Money for 3880 Laverne Ave		-			No 0000
101-000-0000-11805	Loan Receivable									
	3880 Earnest Total:	40,000.00								

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close PO Line #
	STTITLE Total:	40,000.00								
	St. Croix Title Total:	40,000.00								
Truck Utilities Inc. TRKUTI										
319307	01/02/2018	28.07	0.00	01/16/2018	Hoses & couplings for 00-1		-		No	0000
101-430-3100-42210	Repair/Maint. Supplies									
	319307 Total:	28.07								
	TRKUTI Total:	28.07								
Truck Utilities Inc. Total:		28.07								
Washington County WASHFIRE										
2018	01/05/2018	50.00	0.00	01/16/2018	Wash Co Fire Chiefs 2018 membership		-		No	0000
101-420-2220-44330	Dues & Subscriptions									
	2018 Total:	50.00								
	WASHFIRE Total:	50.00								
Washington County Total:		50.00								
White Anita Whiteani										
20180108	01/08/2018	55.00	0.00	01/16/2018	Cable Oper - CC mtg 010218		-		No	0000
101-410-1450-43620	Cable Operations									
	20180108 Total:	55.00								
	Whiteani Total:	55.00								
White Anita Total:		55.00								
Report Total:		516,118.55								



STAFF REPORT

DATE: January 16, 2018

CONSENT

ITEM #: 4

TO: Lake Elmo City Council
FROM: Dan Raboin
AGENDA ITEM: Monthly Assessor Report
REVIEWED BY: Kristina Handt, City Administrator

SUMMARY AND ACTION REQUESTED: As part of its Consent Agenda, the City Council is asked to accept the monthly assessor report for December 2017 outlining work performed on behalf of the City of Lake Elmo. No specific motion is needed as this is recommended as part of the *Consent Agenda*.

MONTHLY ACTIVITY:

Property splits/plats – 7 Split/merge, 2 Plats

Sales collected and viewed – 22

Taxpayer inquiries – 8

Miscellaneous inquiries - 2

Inspections – Residential – 236

Inspections – Commercial - 3

Building permit reviews – 63

Pictures taken – 246

Other work performed included:

- Monthly meeting with County residential and commercial supervisors.
- When not working in the field/inspections: Computer work includes but not limited to; data entry for all properties inspected, permit information, sales verification using MLS and other resources, and telephone inquiries.

RECOMMENDATION: Based on the aforementioned, the staff recommends the City Council accept the December 2017 monthly assessor report.



MAYOR AND COUNCIL COMMUNICATION

DATE: 1/16/2018

CONSENT

ITEM #: 5

AGENDA ITEM: Public Works Director Report

SUBMITTED BY: Rob Weldon, Public Works Director

REVIEWED BY: Kristina Handt, City Administrator

ISSUE BEFORE COUNCIL:

City Council is asked to review and accept, as part of Consent Agenda, a brief description of activities that have taken place in the Public Works Department in the month of December 2017.

PROPOSAL DETAILS/ANALYSIS:

- Easton Village Sidewalk Discussion
- Lake Elmo Ave parking discussion w/Washington County
- Water Conservation Report Webinar
- Dept. of Health Well Inspections
- I-94 Lift Station Draw Down Test
- Old Village Phase 4 Mtg w/ FOCUS
- Plumbing repairs at PW and Well #2
- Employee Performance Reviews
- Assist with moving at City Hall
- Water Main Break – Layton Ave. N
- Water Main Break – 30th St. N
- 7 – winter weather events
- Flood ice rinks

RECOMMENDATION:

Base on the activities listed above, City Council is respectfully asked to accept the December 2017 Public Works Report.



STAFF REPORT

DATE: 1/16/18

REGULAR #6

MOTION

TO: City Council
FROM: Michael Bent, Building Official
AGENDA ITEM: Approve Monthly Building Department Report for December 2017
REVIEWED BY: Kristina Handt, City Administrator

BACKGROUND:

ISSUE BEFORE COUNCIL:

As part of its Consent Agenda, the City Council is asked to accept the monthly Building Department report. No specific motion is needed, as this is recommended to be part of the overall approval of the *Consent Agenda*.

PROPOSAL DETAILS/ANALYSIS:

Below is a snapshot of the monthly statistics for December 2017. Comparison data is also included from prior years for December for new home single family construction and total permitting activity for the month. Attached are the system summary reports breaking out this information further, including the statistics related to the inspection activity.

	<u>2017</u>	<u>2016</u>	<u>2015</u>
New Homes	10	12	17
Total Valuation	\$5,163,000	\$3,929,923	\$6,394,114
Average Home Value	\$516,300	\$327,493	\$376,124
Total Permit Valuation YTD	\$129,119,697	\$121,304,394	\$52,504,042
Total Residential Units YTD	299	251	142

FISCAL IMPACT:

None

OPTIONS:

RECOMMENDATION:

Motion to accept the December 2017 monthly building permit report as presented.

ATTACHMENTS:

1. Valuation Report
2. Permits Issued & Fees Report
3. Inspection statistic report for December 2017
4. YTD Building Department Revenue Report

CITY OF LAKE ELMO
Valuation Report - Summary

Issued Date From: 12/1/2017 To: 12/31/2017
 Permit Type: All Property Type: All Construction Type: All
 Include YTD: Yes

Permit Kind	Permit Count	Valuation	Dwell Units	
Permit Type: BUILDING				
SINGLE FAMILY BASEMENT FINISH	1	\$58,000.00	0	
SINGLE FAMILY DOOR	2	\$13,531.50	0	
SINGLE FAMILY NEW CONSTRUCTION	10	\$5,163,000.00	0	
SINGLE FAMILY REMODEL	2	\$25,000.00	0	
SINGLE FAMILY ROOFING	4	\$56,228.67	0	
SINGLE FAMILY SIDING	2	\$26,000.00	0	
SINGLE FAMILY WINDOWS	4	\$27,937.00	0	
Permit Type: BUILDING - Total	Period	25	\$5,369,697.17	0
	YTD	1,011	\$129,119,344.00	0
Report Total:	Period	25	\$5,369,697.17	0
	YTD	1,011	\$129,119,344.00	0

CITY OF LAKE ELMO
Permits Issued & Fees Report - Detail by Address
Issued Date From: 12/1/2017 To: 12/31/2017
Permit Type: All Property Type: All Construction Type: All
Include YTD: Yes Status: Not Voided

Permit#	Date Issued	Site Address	Permit Count	Dwell Units	Valuation	Revenue	Plan Check	State Surcharge	Escrow Fees	SAC Units	SAC Fees	WAC Fees	Total Fees
Permit Type: BUILDING													
Permit Kind: COMMERCIAL ACCESSORY BUILDING													
Permit Kind: COMMERCIAL ADDITION													
Permit Kind: COMMERCIAL ALTERATION													
Permit Kind: COMMERCIAL DEMOLITION													
Permit Kind: COMMERCIAL EXCAVATING/GRADING													
Permit Kind: COMMERCIAL FIRE ALARM													
Permit Kind: COMMERCIAL FIRE SUPPRESSION													
Permit Kind: COMMERCIAL NEW CONSTRUCTION													
Permit Kind: COMMERCIAL REMODEL													

Permit#	Date Issued	Site Address	Permit Count	Dwell Units	Valuation	Revenue	Plan Check	State Surcharge	Escrow Fees	SAC Units	SAC Fees	WAC Fees	Total Fees
Permit Type: BUILDING													
	Permit Kind:	COMMERCIAL RETAINING WALL											
	Permit Kind:	COMMERCIAL ROOFING											
	Permit Kind:	COMMERCIAL SEWER & WATER CONNECTION											
	Permit Kind:	COMMERCIAL SIDING											
	Permit Kind:	COMMERCIAL TENNANT SPACE REMODEL											
	Permit Kind:	MANUFACTURED HOME REMODEL											
	Permit Kind:	MANUFACTURED HOME REPLACE/REPAIR											
	Permit Kind:	MANUFACTURED HOME ROOFING											
	Permit Kind:	SINGLE FAMILY ACCESSORY BUILDING											
	Permit Kind:	SINGLE FAMILY ADDITION											
	Permit Kind:	SINGLE FAMILY ALTERATION											

Permit#	Date Issued	Site Address	Permit Count	Dwell Units	Valuation	Revenue	Plan Check	State Surcharge	Escrow Fees	SAC Units	SAC Fees	WAC Fees	Total Fees
Permit Type: BUILDING													
Permit Kind: SINGLE FAMILY ATTACHED BASEMENT FINISH													
Permit Kind: SINGLE FAMILY ATTACHED DECK													
Permit Kind: SINGLE FAMILY ATTACHED NEW CONSTRUCTION													
2017-01484	12/15/2017	11647 58TH ST N		0	58,000.00	1,011.75	540.64	29.00					1,581.39
Permit Kind: SINGLE FAMILY DECK													
Permit Kind: SINGLE FAMILY DEMOLITION													
2017-01473	12/08/2017	8260 21ST ST N		0	8,000.00	182.80		4.00					186.80
2017-01491	12/14/2017	8800 27TH STREET CT N		0	5,531.50	130.38		2.77					133.15
Permit Kind: SINGLE FAMILY DRAIN TILE WATERPROOFING													
Permit Kind: SINGLE FAMILY MANUFACTURED HOME													
2017-01443	12/21/2017	11667 33RD ST N		0	303,000.00	3,331.90	1,661.99	151.50	2,000.00	1	3,485.00	1,000.00	10,080.39
2017-01423	12/13/2017	560 6TH STREET LANE N		0	413,000.00	4,074.40	2,144.61	206.50	2,000.00	1	3,485.00	1,000.00	11,360.51

Permit#	Date Issued	Site Address	Permit Count	Dwell Units	Valuation	Revenue	Plan Check	State Surcharge	Escrow Fees	SAC Units	SAC Fees	WAC Fees	Total Fees
Permit Type: BUILDING													
Permit Kind: SINGLE FAMILY NEW CONSTRUCTION													
2017-01405	12/07/2017	9755 7TH ST N	0	0	338,000.00	3,568.15	1,815.55	169.00	2,000.00	1	3,485.00	1,000.00	10,487.70
2017-01449	12/04/2017	1920 ANNIKA DR N	0	0	550,000.00	4,996.65	2,705.07	275.00	2,000.00	1	3,485.00	1,000.00	12,911.72
2017-01446	12/08/2017	1934 ANNIKA DR N	0	0	550,000.00	4,996.65	2,705.07	275.00	2,000.00	1	3,485.00	1,000.00	12,911.72
2017-01448	12/04/2017	1938 ANNIKA DR N	0	0	550,000.00	4,996.65	2,705.07	275.00	2,000.00	1	3,485.00	1,000.00	12,911.72
2017-01447	12/08/2017	1953 ANNIKA DR N	0	0	550,000.00	4,996.65	2,705.07	275.00	2,000.00	1	3,485.00	1,000.00	12,911.72
2017-01436	12/14/2017	11821 LINDEN CT N	0	0	321,000.00	3,453.40	1,740.96	160.50	2,000.00	1	3,485.00	1,000.00	10,289.86
2017-01437	12/07/2017	11839 LINDEN CT N	0	0	321,000.00	3,453.40	1,740.96	160.50	2,000.00	1	3,485.00	1,000.00	10,289.86
2017-01424	12/20/2017	9745 WHISTLING VALLEY RD	0	0	1,267,000.00	8,733.15	5,094.80	606.80	2,000.00				14,534.75
Permit Kind: SINGLE FAMILY POOL - IN GROUND													
Permit Kind: SINGLE FAMILY PORCH													
Permit Kind: SINGLE FAMILY REMODEL													
2017-01426	12/07/2017	11102 3RD ST N	0	0	20,000.00	741.40	247.91	10.00					999.31
2017-01403	12/07/2017	9077 JANE RD N	0	0	5,000.00	193.15	86.55	2.50					282.20
Permit Kind: SINGLE FAMILY RETAINING WALL													
Permit Kind: SINGLE FAMILY ROOFING													
2017-01467	12/07/2017	11881 58TH ST N	0	0	37,228.67	620.00		18.61					638.61
2017-01459	12/06/2017	588 CIMARRON	0	0	5,000.00	133.15		2.50					135.65
2017-01460	12/06/2017	96 CIMARRON	0	0	5,000.00	133.15		2.50					135.65
2017-01478	12/11/2017	8240 LAKE JANE TRL N	0	0	9,000.00	199.35		4.50					203.85
Permit Kind: SINGLE FAMILY SIDING													
2017-01488	12/12/2017	9612 57TH ST N	0	0	7,000.00	166.25		3.50					169.75
2017-01499	12/21/2017	5096 MARQUESS TRAIL CT N	0	0	19,000.00	364.85		9.50					374.35

Permit#	Date Issued	Site Address	Permit Count	Dwell Units	Valuation	Revenue	Plan Check	State Surcharge	Escrow Fees	SAC Units	SAC Fees	WAC Fees	Total Fees
Permit Type: BUILDING													
Permit Kind: SINGLE FAMILY SOLAR PANEL INSTALL													
Permit Kind: SINGLE FAMILY THREE SEASON PORCH													
Permit Kind: SINGLE FAMILY WINDOWS													
2017-01501	12/22/2017	10895 10TH ST N	0	0	8,100.00	199.35		4.05					203.40
2017-01497	12/20/2017	9940 59TH STREET CT N	0	0	2,667.00	100.05		1.33					101.38
2017-01480	12/11/2017	2684 LISBON AVE N	0	0	10,170.00	232.45		5.08					237.53
2017-01492	12/18/2017	12187 MARQUESS LANE CV N	0	0	7,000.00	166.25		3.50					169.75
Permit Type: BUILDING - Totals													
			Period	25	0	5,369,697.17	51,175.33	25,894.25	20,000.00	9	31,365.00	9,000.00	3,773,134.69
			YTD	1,040	0	129,119,344.00	1,429,389.45	632,166.58	635,413.84	314	148,290.00	360,000.00	4,408,548.53
Permit Type: MECHANICAL													
Permit Kind: COMMERCIAL FIREPLACE													
Permit Kind: COMMERCIAL FIXTURE INSTALLATION / APPLIANCE													
Permit Kind: COMMERCIAL HVAC													
Permit Kind: MANUFACTURED HOME HVAC													

Permit#	Date Issued	Site Address	Permit Count	Dwell Units	Valuation	Revenue	Plan Check	State Surcharge	Escrow Fees	SAC Units	SAC Fees	WAC Fees	Total Fees
Permit Type: MECHANICAL													
Permit Kind: SINGLE FAMILY FIREPLACE													
2017-01466	12/07/2017	7990 DEMONTREVILLE TRL N		0		60.00		1.00					61.00
2017-01506	12/29/2017	8278 HIDDEN BAY CT N		0		60.00		1.00					61.00
2017-01454	12/04/2017	5260 HILLTOP AVE N		0		60.00		1.00					61.00
2017-01475	12/11/2017	4061 MONARCH LN N		0		60.00		1.00					61.00
Permit Kind: SINGLE FAMILY FIXTURE INSTALLATION / APPLIANCE													
Permit Kind: SINGLE FAMILY HVAC													
2017-01451	12/01/2017	9303 55TH ST N		0		132.15		1.00					133.15
2017-01458	12/05/2017	8240 LAKE JANE TRL N		0		120.00		1.00					121.00
2017-01502	12/22/2017	312 LANGLY AVE N		0		60.00		1.00					61.00
2017-01493	12/19/2017	11810 LITTLE BLUESTEM CT N		0		60.00		1.00					61.00
2017-01504	12/27/2017	12312 MARQUESS WAY N		0		120.00		1.00					121.00
Permit Type: MECHANICAL - Totals													
			Period	9	0	732.15		9.00					26,886.02
			YTD	153	0	26,240.08		645.94					26,886.02
Permit Type: PLUMBING													
Permit Kind: COMMERCIAL FIXTURE INSTALLATION / APPLIANCE													
Permit Kind: COMMERCIAL SEWER CONNECTION													
Permit Kind: COMMERCIAL WATER SOFTNER													

Permit#	Date Issued	Site Address	Permit Count	Dwell Units	Valuation	Revenue	Plan Check	State Surcharge	Escrow Fees	SAC Units	SAC Fees	WAC Fees	Total Fees
Permit Type: PLUMBING													
Permit Kind: MANUFACTURED HOME FIXTURE INSTALLATION / APPLIANCE													
Permit Kind: PUBLIC FIXTURE INSTALLATION / APPLIANCE													
Permit Kind: SINGLE FAMILY ATTACHED FIXTURE INSTALLATION / APPLIANCE													
2017-01455	12/04/2017	9498 JANE RD N		0		180.00		1.00					181.00
Permit Kind: SINGLE FAMILY REMODEL													
Permit Kind: SINGLE FAMILY RPZ													
Permit Kind: SINGLE FAMILY SEWER CONNECTION													
2017-01453	12/04/2017	11333 30TH ST N		0		60.00		1.00					61.00
2017-01471	12/08/2017	11212 31ST ST N		0		560.00		1.00		1	3,985.00		4,546.00
2017-01465	12/07/2017	11225 31ST ST N		0		560.00		1.00		1	497.00		1,058.00
2017-01464	12/11/2017	11230 31ST ST N		0		560.00		1.00		1	3,985.00		4,546.00
2017-01468	12/11/2017	11252 31ST ST N		0		560.00		1.00		1	3,985.00		4,546.00
2017-01470	12/11/2017	11295 31ST ST N		0		560.00		1.00		1	3,985.00		4,546.00
2017-01482	12/13/2017	3326 LAKE ELMO AVE N		0		560.00		1.00		1	1,997.00		2,558.00
2017-01483	12/11/2017	3514 LAKE ELMO AVE N		0		60.00		1.00		1	497.00		558.00
2017-01469	12/08/2017	3127 LAVERNE CT N		0		560.00		1.00		1	3,985.00		4,546.00
2017-01461	12/06/2017	3081 LAYTON CT N		0		60.00		1.00		1	497.00		558.00
2017-01489	12/13/2017	3084 LAYTON CT N		0		60.00		1.00		1	497.00		558.00
2017-01462	12/06/2017	3094 LAYTON CT N		0		560.00		1.00		1	3,985.00		4,546.00

Permit#	Date Issued	Site Address	Permit Count	Dwell Units	Valuation	Revenue	Plan Check	State Surcharge	Escrow Fees	SAC Units	SAC Fees	WAC Fees	Total Fees
Permit Type: PLUMBING													
Permit Kind: SINGLE FAMILY SEWER CONNECTION													
2017-01463	12/11/2017	3124 LAYTON CT N		0		560.00		1.00		1	3,985.00		4,546.00
Permit Kind: SINGLE FAMILY WATER CONNECTION													
Permit Kind: SINGLE FAMILY WATER HEATER													
2017-01477	12/11/2017	1028 LAYTON AVE N		0		60.00		1.00					61.00
Permit Kind: SINGLE FAMILY WATER METER													
Permit Kind: SINGLE FAMILY WATER SOFTNER													
2017-01512	12/29/2017	9340 6TH ST N		0		60.00		1.00					61.00
2017-01456	12/05/2017	9320 6TH STREET CT N		0		60.00		1.00					61.00
2017-01513	12/29/2017	9577 7TH ST N		0		60.00		1.00					61.00
2017-01481	12/11/2017	386 CIMARRON		0		60.00		1.00					61.00
2017-01479	12/11/2017	5747 HIGHLANDS CT N		0		60.00		1.00					61.00
2017-01476	12/11/2017	8683 IRVING BLVD N		0		60.00		1.00					61.00
2017-01514	12/29/2017	9088 JADE CT N		0		60.00		1.00					61.00
2017-01457	12/05/2017	4056 LADY SLIPPER RD N		0		60.00		1.00					61.00
2017-01511	12/29/2017	4125 LADY SLIPPER RD N		0		60.00		1.00					61.00
Permit Type: PLUMBING - Totals													
			Period	24	0	6,060.00		24.00		12	31,880.00		456,132.90
			YTD	210	0	63,383.90		209.00		113	359,755.00	12,000.00	456,132.90
Permit Type: SPRINKLER AND ALARM													
Permit Kind: COMMERCIAL FIRE ALARM													

Permit#	Date Issued	Site Address	Permit Count	Dwell Units	Valuation	Revenue	Plan Check	State Surcharge	Escrow Fees	SAC Units	SAC Fees	WAC Fees	Total Fees
Permit Type: SPRINKLER AND ALARM													
Permit Kind: COMMERCIAL FIRE SUPPRESSION													
2017-01474	12/11/2017	11455 20TH ST N		0		640.77		16.43					657.20
Permit Kind: COMMERCIAL NEW CONSTRUCTION													
Permit Type: SPRINKLER AND ALARM - Totals													
			Period	1	0	640.77		16.43					6,421.22
			YTD	6	0	6,274.54		146.68					6,421.22
Permit Type: ZONING													
Permit Kind: AGRICULTURAL SIGN													
Permit Kind: COMMERCIAL DRIVEWAY													
Permit Kind: COMMERCIAL FENCE													
Permit Kind: COMMERCIAL PARKING LOT													
Permit Kind: COMMERCIAL SIGN													
Permit Kind: SINGLE FAMILY ACCESSORY BUILDING													

Permit#	Date Issued	Site Address	Permit Count	Dwell Units	Valuation	Revenue	Plan Check	State Surcharge	Escrow Fees	SAC Units	SAC Fees	WAC Fees	Total Fees
Permit Type: ZONING													
Permit Kind: SINGLE FAMILY DRIVEWAY													
Permit Kind: SINGLE FAMILY FENCE													
2017-01452	12/01/2017	5073 MARQUESS TRAIL CIR N		0		175.00							175.00
Permit Kind: SINGLE FAMILY PATIO													
Permit Kind: SINGLE FAMILY POOL - IN GROUND													
Permit Kind: SINGLE FAMILY SIGN													
Permit Kind: SINGLE FAMILY SITE IMPROVEMENTS													
Permit Type: ZONING - Totals													
			Period	1	0	175.00							6,865.00
			YTD	65	0	6,790.00			30,250.00				37,115.00
Report Total													
			Period	60	0	58,783.25	25,894.25	2,707.57	20,000.00	21	63,245.00	9,000.00	4,269,439.83
			YTD	1,474	0	1,532,077.97	632,166.58	63,490.28	665,663.84	427	508,045.00	372,000.00	4,935,103.67

CITY OF LAKE ELMO
Inspection Statistics Report - Detail
Actual Date From: 12/1/2017 To: 12/31/2017
Permit Type: All Property Type: All Construction Type: All

Inspection Type	Pass	Fail	No Status	Reinsp	Period Total	YTD Total
ABOVE CEILING	0	0	0	0	0	17
ACCESSIBILITY	0	0	0	0	0	5
ENGINEER ACCEPTANCE LETTER	0	0	0	0	0	1
FIRE ALARM FINAL	0	0	0	0	0	2
AS BUILT	2	0	0	0	2	220
AIRTEST	1	0	0	0	1	12
BALANCE REPORT	0	0	0	0	0	6
BUILDING FINAL	32	8	1	6	41	403
CHEMICAL SUPPRESSION	0	0	0	0	0	5
COMMISSIONING REPORT	0	0	0	0	0	1
DECK FINAL	1	0	0	0	1	48
DECK	0	0	0	0	0	1
DECK FOOTING	0	0	0	0	0	3
DEMOLITION FINAL	0	0	0	0	0	5
DECK FRAMING	0	0	0	0	0	24
FIRE DOORS	0	0	0	0	0	6
DRAINTILE	0	0	0	0	0	3
DRYWALL	0	0	0	0	0	103
DUCTWORK	0	0	0	0	0	45
EASEMENT RECORDING	0	0	0	0	0	1
ELECTRICAL FINAL	12	0	0	0	12	220
ELECTRICAL ROUGH IN	0	0	0	0	0	163
EMERGENCY LIGHTING	0	0	0	0	0	6
ESCROW FINAL	9	0	0	0	9	221
EXIT SIGNS	0	0	0	0	0	5
FIRE ALARM FINAL	0	0	0	0	0	8
FIRE ALARM ROUGH	0	0	0	0	0	130
FIRE CAULK/STOP	0	0	0	0	0	140
FENCE FINAL	1	0	0	0	1	22
FINAL	0	0	0	0	0	59
FIREPLACE ROUGH IN	20	0	0	0	20	277
FLOOR FRAMING	0	0	0	0	0	3
FOOTINGS/SLAB	18	0	0	0	18	379
FINAL/ORSAT	0	0	0	0	0	3
FIREPLACE FINAL	2	0	0	0	2	47
FOUNDATION PRIOR TO BACKFILL	0	0	0	0	0	1
FRAMING 2	1	0	0	0	1	18
FRAMING	43	3	0	3	46	615
FRAMING ROUGH IN	0	0	0	0	0	35
FIRE LANE SIGNAGE	0	0	0	0	0	2
FIRE RATED WALL ASSEMBLY	0	0	0	0	0	10
FIRE SEPERATION WALL	8	0	0	0	8	104
FIRE SUPPRESSION FINAL	3	0	0	0	3	60
FIRE SUPPRESSION ROUGH IN	0	0	0	0	0	13
FOOTING TRASH ENCLOSURE	0	0	0	0	0	1
FINAL - UNIT (Multiple Dwelling)	0	0	0	0	0	134
GASLINE / PRESSURE TEST	37	0	0	2	37	398
GRADING	0	0	0	0	0	2
TYPE 1 HOOD ROUGH IN	0	0	0	0	0	6
HEATING ROUGH 2	0	0	0	0	0	12
HTG RI ABOVE CEILING	0	0	0	0	0	10

Inspection Type	Pass	Fail	No Status	Reinsp	Period Total	YTD Total
HEATING FINAL UNIT	0	0	0	0	0	82
HOUSE WRAP	5	0	0	0	5	41
HYDRONIC PIPE AIR TEST	0	0	0	0	0	3
HYDROSTATIC TEST	0	0	0	0	0	6
IN FLOOR HEAT AIR TEST	0	0	0	0	0	13
INSULATION	38	1	0	1	39	596
LATH	25	0	0	1	25	224
RATED WALL LABELS	0	0	0	0	0	2
HEATING FINAL	33	3	0	2	36	401
HEATING ROUGH IN	37	0	0	1	37	498
FIRE SPRINKLER ROUGH	9	0	1	0	10	72
OTHER	1	0	0	0	1	24
PIER FOOTINGS	0	0	0	0	0	2
PARKING STRIPING/SIGNAGE	0	0	0	0	0	1
PLUMBING FINAL	30	0	0	0	30	384
POOL FINAL	0	0	0	0	0	5
PLUMBING ROUGH IN	35	1	0	3	36	511
PLUMBING ROUGH 2	0	0	0	0	0	11
PLUMBING UNDERGROUND	14	0	0	0	14	289
PLUMBING VISUAL	0	0	0	0	0	1
POLY/UNDER SLAB	12	0	0	0	12	271
PORCH FOOTING	0	0	0	0	0	1
PUMPING REPORT	0	0	0	0	0	3
PLUMBING FINAL UNIT	0	0	0	0	0	91
POURED WALL	22	1	0	1	23	279
RADON UNDERGROUND	3	0	0	0	3	151
RESTORATION	0	0	0	0	0	3
ROOFING FINAL	11	0	0	1	11	272
ICE & WATER	18	0	0	1	18	266
SEPTIC	0	0	0	0	0	2
SEWER & WATER	13	0	0	0	13	254
SEWER	13	0	0	0	13	68
SHEATHING	0	0	0	0	0	12
SHEETROCK	0	0	0	0	0	8
SIDING FINAL	1	0	0	0	1	34
FOOTINGS SIGN	0	0	0	0	0	1
SILT FENCE	0	0	0	0	0	130
SITE MEETING	0	0	0	0	0	2
SPANCRETE	0	0	0	0	0	1
SPRINKLER FINAL	0	0	0	0	0	5
SPECIAL INSP REPORTS	0	0	0	0	0	1
SPRINKLER ROUGH IN	1	0	0	0	1	151
STRUCTURAL STEEL	0	0	0	0	0	1
STORM SEWER	0	0	0	0	0	5
SPRINKLER UNIT FINAL	0	0	0	0	0	88
SEWER WATER DISCONNECT	0	0	0	0	0	4
TANK REMOVAL	0	0	0	0	0	4
VBWD PERMIT	0	0	0	0	0	1
VISUAL	1	0	0	0	1	9
WATER CONNECTION	0	0	0	0	0	1
POURED WALL	0	0	0	0	0	2
WATER	0	0	0	0	0	7
WATER SERVICE CONNECTION	0	0	0	0	0	2
WELL ABANDONEMENT	0	0	0	0	0	3
WINDOW REPLACEMENT	0	1	0	0	1	34
WINDOW WELL EGRESS	0	0	0	0	0	1
WATER METER	0	0	0	0	0	1
WATERPROOF / DRAINTILE	17	2	0	2	19	218

Inspection Type	Pass	Fail	No Status	Reinsp	Period Total	YTD Total
WEATHER RESISTIVE BARRIER	19	0	0	1	19	215
Report Totals	548	20	2	25	570	9,783



STAFF REPORT

DATE: January 16, 2018

CONSENT

ITEM #: 7

TO: City Council

FROM: Greg Malmquist, Fire Chief

AGENDA ITEM: Month End Fire Department Update for December 2017 with Year End Totals and Recap.

REVIEWED BY: Kristina Handt, City Administrator

ISSUE BEFORE COUNCIL: Review month/year end activity update from fire department. Advise on any additional information requested.

PROPOSAL DETAILS/ANALYSIS:

We had 49 call in December:

3	Fire Alarms
1	Structure Fire
1	Fire – (rekindle)
1	Structure Fire (exposure)
8	Dispatched and Cancelled en route
27	Medicals
1	Fire – other
1	Gas Leak
5	Car accident with injuries
1	Smoke or odor removal
49	Total

A Command vehicle did not respond on 11 calls for a response rate of 82%. Average response time was just over 7.4 minutes. (Two months in a row) 21 calls had 3 or less responders minus the Duty Officer with 7 calls having only 1 personnel on the apparatus.

We have been given the Home Safety Survey Grant which means that we will be getting free Firestop oven hood extinguishers next year. This should be a significant savings if we get a good response for the Safe Haven program. It is not clear how much money we will be able to get yet, but I am excited to get anything. The printing of the books for Safe Haven is all done and they look great! Citizens should be receiving them shortly.

Drills for the month:

- #1 Annual SCBA Fit Testing
- #2 Officer's Meeting
- #3 Annual Make-Up Drill

YEAR END

We had a total of 456 calls for 2017:

- 50 Cancelled en route
- 253 Medicals
- 91 Fire calls
- 62 Rescues

456 Total

The total average response time from alarm to arrival was 7 minutes for the year and we averaged 1.9 personnel on each truck that rolled out excluding Command Vehicles. We averaged 5.5 personnel per call.

Points of Interest:

- Staffing was the big issue for the year. Part time fire fighters were hired and began shift work from 0600-1800 7 days a week. That staffing model began in October and is still being adjusted to accommodate personnel as much as possible.
- One of our Command Vehicles was involved in a traffic crash while en route to a call. The vehicle has since been replaced.
- 2 more personnel resigned or retired bringing our Paid On Call total to 17 personnel with no pending applications.
- We have been expanding our training more consistently using the East Metro Training Facility.
- 2 more personnel completed instructor training for the Washington County CIRAS training (active shooter response).



STAFF REPORT

DATE: January 16, 2018
CONSENT #8

AGENDA ITEM: Community Room Use Agreement
SUBMITTED BY: Kristina Handt, City Administrator

BACKGROUND:

The City and County approved resolutions and an agreement in May and June of 2017 to transfer the Lake Elmo Library to Washington County January 1, 2018. One of the conditions of that agreement was that the County allow the City to use the community room space in the library building on the Library Property for use by community groups free of charge so long as it does not interfere with the County's library programs and is consistent with the Washington County Library Board policies on use of meeting rooms. The County and the City shall enter into a separate agreement governing the City's use of the community room space.

ISSUE BEFORE COUNCIL:

Should the City Council approve the Community Room Use Agreement?

PROPOSAL:

Included in your packet is a Community Room Use Agreement for the Lake Elmo Public Library that was drafted by the City Attorney.

Terms and Conditions include:

- No alcohol may not be served in the Community Room. Food and non-alcoholic beverages may be brought in, but must remain inside the Community Room.
- Amplification equipment and sound levels are subject to the approval of County library personnel.
- Prior to vacating the Community Room, the user must clean all spaces used, consolidate trash into trash receptacles, remove trash from the floor, wipe up spills from any surface, remove any decorations, and remove food and beverages and any other items that were brought into the Community Room.
- No open flames are permitted.

Community groups interested in reserving the room, will contact the library directly if they want to reserve it during normal library hours. If they want to reserve it after hours, they should contact City offices. They will be asked to provide the date and time of meeting, estimated number of people attending, organization's name, purpose of the meeting, and contact name and phone number. There is no charge for use of the room. Reservations will be on a first come, first serve and cannot be used for commercial purposes.

If the room is damaged, the group using the room will be responsible to pay for the repair. The City will list the County as an additional insured.

RECOMMENDATION:

If removed from the consent agenda:

“Move to approve the Community Room Use Agreement for the Lake Elmo Public Library.”

ATTACHMENTS:

- Community Room Use Agreement for the Lake Elmo Public Library

COMMUNITY ROOM USE AGREEMENT FOR THE LAKE ELMO PUBLIC LIBRARY

This Community Room Use Agreement (this "Agreement") is made and entered into this ____ day of _____, 2018, by and between the City of Lake Elmo, a Minnesota municipal corporation (the "CITY") and Washington County, a Minnesota political subdivision (the "County"); and

WITNESSETH:

WHEREAS, on June 20, 2017, the City and the County entered into a Library Agreement (the "Library Agreement") that transferred the City's Lake Elmo Public Library property (the "Library Property") to the County; and

WHEREAS, the Library Agreement provided that throughout the term of the Library Agreement, the County would allow the community room space (the "Community Room") in the library building on the Library Property to be used by the City and community groups free of charge; and

WHEREAS, the Library Agreement further provided that the City and community groups' use of the Community Room must not interfere with the County's library programs and must be consistent with Washington County Library Board policies on the use of meeting rooms; and

WHEREAS, the parties agreed that they would enter into a separate agreement governing the City and community groups' use of the Community Room; and

NOW, THEREFORE, it is hereby agreed by and between the City and the County as follows:

1. License to the City for the Use of the Community Room. The County agrees to grant the City and community groups a non-exclusive license, in common with the County, to use and occupy the Community Room.
2. Terms and Conditions for Use of the Community Room. Alcohol may not be served in the Community Room. Food and non-alcoholic beverages may be brought in, but must remain inside the Community Room. Amplification equipment and sound levels are subject to the approval of County library personnel. Prior to vacating the Community Room, the user must clean all spaces used, consolidate trash into trash receptacles, remove trash from the floor, wipe up spills from any surface, remove any decorations, and remove food and beverages and any other items that were brought into the Community Room. No open flames are permitted.
3. Scheduling of the Community Room. All requests from the City and community groups to use the Community Room should be made to County library staff at the Lake Elmo Public Library during normal library hours. The City agrees to take requests from community groups to use the Community Room that are made outside of normal library hours.
4. Consideration for Use of the Community Room. The County agrees to allow the City and community groups to schedule use of the Community Room at no cost to the City or the

community group and on a priority basis except as otherwise provided in this Agreement.

5. Maintenance of the Community Room. The County shall be responsible for keeping and maintaining the Community Room in good order and repair and in a clean, safe, and usable condition.
6. Facility Damage. If the Community Room is damaged by the willful or negligent conduct of the party using the facility, that party shall be responsible for payment to repair such damage.
7. Community Room Use. When the City or community groups are using the Community Room pursuant to the terms of this Agreement, they will be required to comply with the policies for the use of meeting rooms as established by the County and its Library Board.

The City and community groups using the Community Room shall make reasonable efforts to limit those activities taking place in the Community Room subject to this Agreement to those which the facility was designed and which will not be destructive to the facility or the equipment of the County, or otherwise carry an unreasonable risk of injury or harm to the participants of the activities.

The personal property of the County situated on or within the Community Room shall at all times for purposes of this Agreement remain the property and responsibility of the County.

The County shall not be liable for any damages, interruption, or loss of business due to the Community Room being rendered unavailable.

8. Facility Supervision. The City and community groups understand that they will be responsible for the control and supervision of all participants at their events to be held in the Community Room.
9. Indemnification. Groups conducting activities in the Community Room shall conduct these activities so as not to endanger any person. The City shall indemnify, defend, save and hold harmless the County and all of its officials, agents, contractors, employees, and invitees against any and all claims, demands, and actions and all related costs and expenses (including reasonable attorneys' fees), including, but not limited to, claims for injury, death, disability, or illness of any person or damage to property, arising out of the City's use of the Community Room. The City shall not be responsible for any claim, demand, or action arising out of a community group's use of the Community Room. The County may require community groups to agree to indemnify, defend, and hold the County harmless for any and all claims, including, but not limited to, injuries, death, or damage to property arising out of the community group's use of the Community Room. Nothing in this provision is intended to be, nor shall constitute, a waiver of any immunities or defenses that the City might otherwise be entitled to under federal, state, or local law.
10. Insurance. The City shall keep in force, at the expense of the City, and throughout the term of this Agreement, applicable insurance coverage for its use of the Community Room. To the extent permitted by the League of Minnesota Cities Insurance Trust, the City will list the County as an additional insured. The City shall be responsible for damage or loss to its personal property or equipment located within the Community Room.

The County may require community groups to maintain insurance coverage for their use of the Community Room. Community groups will be responsible for damage or loss to their personal property or equipment located within the Community Room.

11. Amendment of Agreement. This Agreement may be amended in writing by mutual agreement of the parties.
12. Term of Agreement. Unless earlier terminated, this Agreement shall be effective upon execution by both parties. This Agreement shall continue in effect for the duration of the term of the Library Agreement.
13. Compliance with Laws. The parties shall at their respective expense, comply with all laws, ordinances, rules, orders, regulations, and other requirements of governmental authorities, now or subsequently pertaining to the use of the Community Room subject to this Agreement.
14. Entire Agreement. This Agreement contains the entire agreement between the parties and no other agreement prior to this agreement or contemporaneous herewith shall be effective except as expressly set forth or incorporated herein.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

CITY OF LAKE ELMO

By: _____

Mike Pearson

Its: Mayor

By: _____

Kristina Handt

Its: City Administrator

WASHINGTON COUNTY

By: _____

Karla Bigham

Its: Board Chair

By: _____

Molly O'Rourke

Its: County Administrator

Approved as to form:

By: _____

Washington County Attorney



STAFF REPORT

DATE: January 16, 2018
CONSENT #9

AGENDA ITEM: CSAH 13 (Ideal Avenue) Improvements – Approve Cooperative Agreement Payment No. 4

SUBMITTED BY: Chad Isakson, Project Engineer

REVIEWED BY: Kristina Handt, City Administrator
Jack Griffin, City Engineer

ISSUE BEFORE COUNCIL: Should the City Council approve Payment No. 4 for the CSAH 13 (Ideal Avenue) Improvements?

BACKGROUND, PROPOSAL DETAILS/ANALYSIS: In May 2017, the City of Lake Elmo entered into Cooperative Agreement No. 10904 with Washington County for the cost sharing of the CSAH 13 (Ideal Avenue) Improvements. In accordance with the agreement payment schedule, Washington County has submitted Invoice #132655 in the amount of \$214,586.01. The amount requested reflects the City's share of the construction costs expended through partial pay estimate #4 to the general contractor and for right-of-way costs incurred to date. The invoice has been reviewed and payment is recommended in the amount requested.

Per the attached Billing Summary report the right-of-way costs to date have exceeded the estimated amount provided in the Cooperative Agreement by \$19,978.24. However, the construction costs are expected to come in under budget at completion with the final City cost share remaining at or below the original budget amount.

FISCAL IMPACT: No additional fiscal impact. Payment is proposed in accordance with Cooperative Agreement No. 10904 with Washington County.

RECOMMENDATION: Staff is recommending that the City Council approve, *as part of the Consent Agenda*, payment to Washington County in the amount of \$214,586.01 for the CSAH 13 (Ideal Avenue) 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 \$214,586.01 for CSAH 13 (Ideal Avenue) Improvements in accordance with Invoice #132655 attached and per Section G of Cooperative Agreement No. 10904.”

ATTACHMENTS:

1. Washington County Invoice No. 132655.



WACO PUBLIC WORKS DEPT
11660 MYERON RD N
STILLWATER MN 55082

<i>Invoice</i>	
Invoice Number:	132655
Account Number:	20498
Due Date	1/12/18
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
12/13/17	132655	Invoice	1/12/18	CSAH 13 - TH 5 to CSAH 35	\$197,753.43
			1/12/18	Construction Costs through	
			1/12/18	partial estimate #3 & #4	
			1/12/18	*****	
			1/12/18	Right of Way	\$16,832.58
			1/12/18	City/County Cooperative	
			1/12/18	Agreement No. 10904	
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 Washington County and mail to the address above.				Invoice Total	\$214,586.01
				Sales Tax	
				Balance Due	\$214,586.01

CSAH 13 - TH 5 to CSAH 35 - Billing Summary
City of Lake Elmo
County/City Cooperative Agreement #10904
Through Cost Split #4
12/13/2017

	Estimated Cost (from Cooperative Agreement)	Current Cost (based on Bid)	Previously Billed	Current Amount Due
Construction	\$ 328,120.80	\$ 255,439.93	\$ 57,686.50	\$ 197,753.43
Design Engineering	\$ 38,999.17	\$ 38,999.17	\$ 38,999.17	\$ -
Construction Engineering/Contract Administration	\$ 16,419.42	\$ -	\$ -	\$ -
Right of Way				
Road Improvements (36.1%)	\$ 96,855.00	\$ 116,833.24	\$ 100,000.66	\$ 16,832.58
Storm Pond (20%)	\$ 68,000.00	\$ 68,300.00	\$ 68,300.00	\$ -
TOTAL	\$ 548,394.39	\$ 479,572.34	\$ 264,986.33	\$ 214,586.01



STAFF REPORT

DATE: January 16, 2018

CONSENT

ITEM #: 10

AGENDA ITEM: Private Development Projects – Approve Security Reductions for Savona 3rd Addition, Savona 4th Addition, Southwind, and Royal Golf Club 1st Addition

SUBMITTED BY: Jack Griffin, City Engineer

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

ISSUE BEFORE COUNCIL: Should the City Council approve security reductions for the Savona 3rd Addition, Savona 4th Addition, Southwind, and Royal Golf Club 1st Addition?

PROPOSAL DETAILS/ANALYSIS: Staff has received and processed several requests to reduce the development security in accordance with the various development projects. These requests have been reviewed and the following reductions are being recommended for approval:

	<u>Current Security Amount</u>	<u>Proposed Security Amount</u>
1. Savona 3rd Addition:	\$1,897,288	\$1,505,159
2. Savona 4th Addition:	\$4,080,974	\$2,202,573
3. Southwind:	\$1,971,740	\$1,266,091
4. Royal Golf Club 1st Addition:	\$3,570,388	\$2,074,392

Work within each of these developments have progressed in accordance with the respective development agreement and to the extent necessary to support a reduction in the security as detailed in the attached Security Reduction Worksheets.

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

RECOMMENDATION: Staff is recommending that the City Council approve, *as part of the Consent Agenda*, the security reductions for the Savona 3rd Addition, Savona 4th Addition, Southwind, and Royal Golf Club 1st Addition as detailed in this report and supporting documentation. If removed from the consent agenda, the recommended motion for the action is as follows:

“Move to approve security reductions for the Savona 3rd Addition, Savona 4th Addition, Southwind, and Royal Golf Club 1st Addition as detailed in the attached Security Reduction Worksheets.”

ATTACHMENTS:

1. Security Reduction Worksheet – Savona 3rd Addition.
2. Security Reduction Worksheet – Savona 4th Addition.
3. Security Reduction Worksheet – Southwind.
4. Security Reduction Worksheet – Royal Golf Club 1st Addition.

SAVONA 3RD ADDITION

Time of Performance: October 31, 2016

DEVELOPMENT AGREEMENT AMOUNTS

CATEGORY	CONSTRUCTION	125% REMARKS	REDUCTIONS					
			#1	#2	#3	#4	#5	#6
Grading (Separate Grading Agreement)		\$127,000		\$127,000				
Sanitary Sewer	\$345,301	\$431,626 50%	\$215,813	\$107,907				
Watermain	\$503,113	\$628,891 50%	\$314,446	\$157,223				
Streets	\$1,168,007	\$1,460,009 50%	\$730,004					
Surface Water Facilities	\$333,140	\$416,425 50%	\$208,213					
Erosion Control	\$133,732	\$167,165 0%						
Sidewalks/Trails	Included in Streets	Included in Streets						
Street Lighting	NA	NA By Xcel Energy						
Street Signs and Traffic Control Signs	Included in Streets	Included in Streets						
Landscaping	\$95,218	\$119,023 0%						
Tree Preservation and Restoration	NA	NA						
Wetland Mitigation and Buffers	NA	NA LOC Through VBWD						
Monuments	\$6,000	\$7,500 0%						
Miscellaneous Facilities	NA	NA						
Record Drawings	\$6,500	\$8,125 0%						
TOTALS	\$2,591,011	\$3,365,764						

RELEASED AMOUNTS: \$1,468,476 \$392,129 \$0 \$0 \$0 \$0
CUMMULATIVE AMOUNTS: \$1,468,476 \$1,860,605
SECURITY AMOUNT REMAINING: \$1,897,288 **\$1,505,159**
DATE: 12/20/2016 1/16/2018

SAVONA 4TH ADDITION

Time of Performance: September 30, 2017

DEVELOPMENT AGREEMENT AMOUNTS

CATEGORY	CONSTRUCTION	125% REMARKS	REDUCTIONS					
			#1	#2	#3	#4	#5	#6
Grading	NA	NA	NA					
Sanitary Sewer	\$379,407	\$474,259 75%	\$355,694					
Watermain	\$460,445	\$575,556 75%	\$431,667					
Storm Sewer (w/pond structures)	\$449,062	\$561,328 50%	\$280,664					
Streets	\$1,296,601	\$1,620,751 50%	\$810,375					
Sidewalks/Trails	\$281,412	\$351,765						
Surface Water Facilities	NA	NA included in Grading Agreement						
Street Lighting	\$84,000	\$105,000 0%						
Street Signs and Traffic Control Signs	\$4,650	\$5,813						
Private Utilities (electricity, natural gas, telephone, and cable)								
Landscaping	\$213,893	\$267,366 0%						
Tree Preservation and Restoration	NA	NA						
Wetland Mitigation and Buffers	NA	NA LOC Through VBWD						
Monuments	\$7,800	\$9,750 0%						
Erosion Control	\$81,009	\$101,262 0%						
Record Drawings	\$6,500	\$8,125 0%						
TOTALS	\$3,264,779	\$4,080,974						

RELEASED AMOUNTS: \$1,878,401
 CUMMULATIVE AMOUNTS: \$1,878,401
 SECURITY AMOUNT REMAINING: \$2,202,573
 DATE: 1/16/2018

SOUTHWIND OF LAKE ELMO

Time of Performance: October 31, 2018

DEVELOPMENT AGREEMENT AMOUNTS

CATEGORY	CONSTRUCTION	125% REMARKS	REDUCTIONS					
			#1	#2	#3	#4	#5	#6
Grading	\$ 187,554	\$234,442						
Sanitary Sewer	\$ 117,757	\$147,196 75%	\$110,397					
Watermain	\$ 126,676	\$158,345 75%	\$118,759					
Storm Sewer (w/pond structures)	\$ 217,173	\$271,466 50%	\$135,733					
Streets + Sidewalks	\$ 545,215	\$681,518 50%	\$340,759					
Bituminous Trails	\$ 32,525	\$40,656						
Surface Water Facilities	\$ 35,185	\$43,981						
Street Lighting	\$ 48,000	\$60,000						
Street Signs and Traffic Control Signs	\$ 7,400	\$9,250						
Private Utilities (electricity, natural gas, telephone, and cable)								
Landscaping	\$225,042	\$281,303						
Tree Preservation and Restoration	NA	NA						
Wetland Mitigation and Buffers	NA	NA						
Monuments	\$ 4,600	\$5,750						
Erosion Control	\$ 25,265	\$31,582						
5TH Street North	\$ -	\$0						
Record Drawings	\$ 5,000	\$6,250						
TOTALS	\$1,577,391	\$1,971,740	RELEASED AMOUNTS: \$705,649	\$0	\$0	\$0	\$0	\$0
			CUMMULATIVE AMOUNTS: \$705,649					
			SECURITY AMOUNT REMAINING: \$1,266,091					
			DATE: 1/16/2018					

ROYAL GOLF CLUB 1ST ADDITION

Time of Performance: October 31, 2018

DEVELOPMENT AGREEMENT AMOUNTS			REDUCTIONS					
CATEGORY	CONSTRUCTION	125% REMARKS	#1	#2	#3	#4	#5	#6
Grading	NA	NA Included in Overall Grading Agreement						
Sanitary Sewer	\$723,897	\$904,871 50%	\$452,436					
Watermain	\$368,489	\$460,611 50%	\$230,306					
Storm Sewer	\$429,087	\$536,359 50%	\$268,179					
Streets and Sidewalks	\$872,121	\$1,090,151 50%	\$545,076					
Trails	\$76,050	\$95,063						
Surface Water Facilities	NA	NA included in Grading Agreement						
Street Lighting	\$36,000	\$45,000 By Xcel Energy						
Street Signs and Traffic Control Signs	\$11,404	\$14,254						
Landscaping	\$249,083	\$311,354						
Tree Preservation and Restoration	NA	NA included in Grading Agreement						
Wetland Mitigation and Buffers	NA	NA included in Grading Agreement						
Monuments	\$7,300	\$9,125						
Erosion Control	\$71,880	\$89,850						
Turn Lanes	NA	NA included in Streets & Sidewalks						
Record Drawings	\$11,000	\$13,750						
TOTALS	\$2,856,310	\$3,570,388	RELEASED AMOUNTS: \$1,495,996	\$0	\$0	\$0	\$0	\$0
			CUMMULATIVE AMOUNTS: \$1,495,996					
			SECURITY AMOUNT REMAINING: \$2,074,392					
			DATE: 1/16/2018					



STAFF REPORT

DATE: January 16, 2018

CONSENT

ITEM #: 11

AGENDA ITEM: Boulder Ponds 1st Addition – Accept Improvements

SUBMITTED BY: Jack Griffin, City Engineer

REVIEWED BY: Kristina Handt, City Administrator
Emily Becker, Planning Director
Rob Weldon, Public Works Director

ISSUE BEFORE COUNCIL: Should the City Council accept the improvements for the Boulder Ponds 1st Addition?

PROPOSAL DETAILS/ANALYSIS: The Boulder Ponds 1st Addition public improvements, including the sanitary sewer, watermain, street construction including concrete curb and gutter, storm sewer, sidewalks, and trails have been completed in accordance with the Development Agreement dated May 26, 2015. Staff is therefore recommending acceptance of these improvements by the City. The improvements remain under warranty in accordance with the attached Certification of Completion form, and the Developer will be required to make warranty corrections for any items identified prior to the warranty expiration. A security amount of 25% of the original security has been retained until the warranty period has expired. This acceptance does not apply to landscaping improvements including infiltration basin restoration. Landscaping Improvements will be accepted separately and with different warranty dates.

Per the development agreement, City payments for utility oversizing are due to be made within 30 days of the City's final acceptance. The development agreement dated May 26, 2015 identifies sanitary sewer oversizing payments in the amount of \$20,633.55. Upon acceptance of the improvements, the sanitary sewer oversize payments will be processed.

FISCAL IMPACT: Payment of \$20,633.55 will be made from the Sanitary Sewer fund for sanitary sewer pipe oversizing.

RECOMMENDATION: Staff is recommending that the City Council, *as part of the Consent Agenda*, accept the improvements for the Boulder Ponds 1st Addition. If removed from the consent agenda, the recommended motion for the action is as follows:

“Move to accept the improvements for the Boulder Ponds 1st Addition”.

ATTACHMENTS:

1. Boulder Ponds 1st Addition – Engineers Certificate of Acceptance.

CERTIFICATE OF COMPLETION

DATE OF ISSUANCE: January 16, 2018

OWNER: CITY OF LAKE ELMO, MN
DEVELOPER: OP4 Boulder Ponds, LLC
SUBDIVISION
NAME: BOULDER PONDS 1ST ADDITION
PROJECT NO.: 2013.128

- ☐ This Certification of Completion applies to all work under the Development Agreement
☒ This Certification of Completion applies to the following specified parts of the Development Agreement

Section 34.A – Public sanitary sewer and watermain.

Section 33.B – Public improvements including street construction, concrete curb and gutter, storm sewer facilities, sidewalks, trails, materials and equipment.

This Certification of completion does not apply to Sections 34. C and D. – Sod, trees, and landscaping, and landscaping within the storm water infiltration areas.

I do hereby certify that the work to which this Certificate applies has been constructed in accordance with the Development Agreement dated May 26, 2015. The above-mentioned improvement is hereby declared to be complete and acceptance of this work is recommended.

DATE OF COMPLETION: January 16, 2018

Jack Griffin, City Engineer

FOCUS Engineering, inc.

Section 34.A Warranty Period Begins January 16, 2017 and ends January 16, 2019

Section 34.B Warranty Period Begins January 16, 2018 and ends January 16, 2019



STAFF REPORT

DATE: January 16, 2018

CONSENT

ITEM #: 12

AGENDA ITEM: CSAH15 Traffic Signal Maintenance Agreements – Resolution Approving Cooperative Maintenance Agreements for Traffic Signal Systems at CSAH15/CSAH14; CSAH15/CSAH10 and at CSAH15/Oak-land Middle School

SUBMITTED BY: Jack Griffin, City Engineer

REVIEWED BY: Kristina Handt, City Administrator
Rob Weldon, Public Works Director

ISSUE BEFORE COUNCIL: Should the City Council approve the Cooperative Agreements with Washington County for Maintenance of the Traffic Signal Systems at the intersection of CSAH15 (Manning Avenue) and CSAH14 (40th Street North); at the intersection of CSAH15 (Manning Avenue) and CSAH10 (10th Street North); and at the intersection of CSAH15 (Manning Avenue) and Oak-land Middle School?

BACKGROUND, PROPOSAL DETAILS/ANALYSIS: As part of the Phase 1 CSAH15 Manning Avenue Corridor Improvements, Washington County installed two traffic signals, one at the intersection of CSAH15 (Manning Avenue) and CSAH10 (10th Street North), and one at the intersection of CSAH15 (Manning Avenue) and Oak-land Middle School. As part of the Phase 2 CSAH15 Manning Avenue Corridor Improvements, Washington County will be realigning the intersection of CSAH15 (Manning Avenue) and CSAH14 (40th Street North) and will install a third traffic signal system at this new location.

The purpose for the Cooperative Maintenance Agreements are to outline the respective ownership and maintenance responsibilities for each of these intersections. The CSAH15/CSAH10 and at CSAH15/Oak-land Middle School Agreement is a three party agreement between Washington County, Lake Elmo and West Lakeland Township, and the CSAH15/CSAH14 (40th Street North) Agreement is a three party agreement between Washington County, Lake Elmo and Baytown Township.

Consistent with other traffic signal maintenance agreements with Washington County, the County will own, operate and maintain the traffic control systems and all its components including the relamping of vehicular and pedestrian signal indications, cleaning and maintenance of the control cabinet, maintenance of the Emergency Vehicle Preemption (EVP) system, attached signage, traffic signal interconnection and master controller, and responsibility for repair of any physical damage.

The County pays all monthly electrical service expenses necessary to operate the traffic control signal systems including all cabinet and control equipment and integral streetlights, and including the cost of establishing and perpetuating a connection to the electrical service and subsequent ongoing electrical service expenses. The County maintains and keeps in repair the integral luminaires (overhead street lights) and all their components, including replacement of the existing luminaires if necessary, and shall maintain and keep in repair the electrical connection to the luminaire heads. The County shall also, at its sole cost and expense, be responsible for identification and location of the underground components of the traffic control signal systems as required by the Gopher State One Call system.

The City or Township is responsible for painting the traffic control system and streetlights, if mutually desired to have them painted.

FISCAL IMPACT: No costs will be incurred by the City for the ongoing traffic signal system maintenance unless the City desires to have the traffic signal systems and/or streetlights painted.

RECOMMENDATION: Staff is recommending that the City Council approve Cooperative Maintenance Agreement 11373 with Washington County and West Lakeland Township and approve Cooperative Maintenance Agreement 11375 with Washington County and Baytown Township for the maintenance of the Traffic Signal Systems along CSAH15 (Manning Avenue). The recommended motion for the action is as follows:

“Move to approve Resolution No. 2018-005 approving Cooperative Maintenance Agreement 11373 and Cooperative Maintenance Agreement 11375 for the maintenance of the Traffic Signal Systems at the intersections of CSAH15 (Manning Avenue) and CSAH10 (10th Street North) and CSAH15 (Manning Avenue) and Oak-land Middle School; and at the intersection of CSAH15 (Manning Avenue) and CSAH14 (40th Street North).”

ATTACHMENTS:

1. Resolution Approving Cooperative Maintenance Agreements 11373 and 11375.
2. Cooperative Maintenance Agreement 11373.
3. Cooperative Maintenance Agreement 11375.

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

**RESOLUTION NO. 2018-005
A RESOLUTION APPROVING COOPERATIVE MAINTENANCE
AGREEMENTS 11373 AND 11375 WITH WASHINGTON COUNTY FOR
THE MAINTENANCE OF TRAFFIC SIGNAL SYSTEMS ALONG
CSAH15 (MANNING AVENUE)**

WHEREAS, Washington County has installed traffic signal systems at the intersections of CSAH15 (Manning Avenue) and CSAH10 (10th Street North), and CSAH15 (Manning Avenue) and Oakland Middle School as part of the Phase 1 CSAH15 (Manning Avenue) Corridor Improvements; and

WHEREAS, Washington County will be installing a traffic signal systems at the intersection of CSAH15 (Manning Avenue) and CSAH14 (40th Street North) as part of the Phase 2 CSAH15 (Manning Avenue) Corridor Improvements; and

WHEREAS, a cooperative effort between applicable Township, City and County is the appropriate method to facilitate the maintenance of the Traffic Signal Systems; and

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

NOW, THEREFORE, BE IT RESOLVED,

1. That Cooperative Maintenance Agreement 11373 between the City of Lake Elmo, West Lakeland Township and Washington County is hereby approved and the Mayor and City Administrator are hereby authorized execute the agreement on behalf of the City of Lake Elmo.
2. That Cooperative Maintenance Agreement 11375 between the City of Lake Elmo, Baytown Township and Washington County is hereby approved and the Mayor and City Administrator are hereby authorized execute the agreement on behalf of the City of Lake Elmo.

**ADOPTED BY THE LAKE ELMO CITY COUNCIL ON THE SIXTEENTH DAY OF JANUARY
2018.**

CITY OF LAKE ELMO

By: _____
Mike Pearson
Mayor

(Seal)
ATTEST:

Julie Johnson
City Clerk

**COOPERATIVE AGREEMENT BETWEEN
THE TOWNSHIP OF WEST LAKELAND,
THE CITY OF LAKE ELMO,
AND THE COUNTY OF WASHINGTON
FOR MAINTENANCE OF TRAFFIC SIGNAL SYSTEMS
ON COUNTY STATE AID HIGHWAY
(CSAH) 15 (MANNING AVENUE NORTH)
AT CSAH 10 (10TH STREET NORTH)
AND AT THE OAK-LAND MIDDLE SCHOOL ACCESS**

WASHINGTON COUNTY	
CONTRACT NO.	11373
DEPT.	PUBLIC WORKS
DIVISION	TRANSPORTATION
TERM	SIGNATURE-PERPETUAL

THIS AGREEMENT, by and between the Township of West Lakeland, a municipal corporation, hereinafter referred to as the "Township", the City of Lake Elmo, a municipal corporation, herein after referred to as the "City", and Washington County, a political subdivision of the State of Minnesota, hereinafter referred to as the "County", shall consist of this agreement and Exhibit A.

WITNESSETH:

WHEREAS, it has been determined to install traffic signals on CSAH 15 at its intersection with CSAH 10 and also at the access to Oak-Land Middle School, located at 820 Manning Avenue North, Lake Elmo, MN, and;

WHEREAS, a cooperative effort between the Township, City, and County is the appropriate method to facilitate the maintenance of these transportation improvements; and

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

NOW THEREFORE, IT IS HEREBY MUTUALLY AGREED AS FOLLOWS:

A. PURPOSE

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

B. MAINTENANCE RESPONSIBILITIES

1. This agreement and all of its provisions shall apply only to the traffic control signal systems located on CSAH 15 (Manning Avenue North) at CSAH 10 (10th Street North) and also at the Oak-Land Middle School access, located at 820 Manning Avenue North, Lake Elmo, MN.
2. This agreement shall supersede any and all prior agreements related to maintenance of traffic control systems located on CSAH 15 (Manning Avenue North) at CSAH 10 (10th Street North) and also at the Oak-Land Middle School access, located at 820 Manning Avenue North, Lake Elmo, MN.
3. The County shall, at its sole cost and expense, pay all monthly electrical service expenses necessary to operate the traffic control signal systems including all cabinet and control equipment and integral streetlights, and including the cost of establishing and perpetuating a connection to the electrical service grid and subsequent ongoing electrical service expenses.
4. The County shall, at its sole cost and expense, maintain and keep in repair the integral luminaires (overhead street lights) and all their components, including replacement of the existing luminaires if necessary, and shall maintain and keep in repair the electrical connection to the luminaire heads.

5. The County shall own the traffic control signal systems and all of its components and shall, at its sole cost and expense, operate, maintain and keep in repair the traffic control signal systems including but not limited to the relamping of vehicular and pedestrian traffic signal indications, cleaning and maintenance of the control cabinets, maintenance of the Emergency Vehicle Preemption (EVP) systems, attached signage, traffic signal interconnection and master controller, and repair of any and all physical damage, except as set forth in the following section.
6. The County considers paint to be an aesthetic component of the traffic signal system. Therefore, if the Township and City mutually desire to paint either system, the Township or City shall, at its sole cost and expense, clean and paint the traffic control signal system and integral streetlights an agreed-upon color at the sole cost and expense of the Township or City, having first obtained a permit from the County which may place conditions on activities within the right-of-way. Alternatively, the Township or City may, at its discretion, request in writing that the County paint the traffic control signal system and integral streetlights at the sole cost and expense of the Township or City.
7. The County shall, at its sole cost and expense, be responsible for identification and location of the underground components of the traffic control signal systems as required by the Gopher State One Call system.
8. The Township or City shall not revise by addition or deletion, nor alter or adjust any component, part, sequence, or timing of the aforesaid traffic control signal systems or EVP systems; however nothing herein shall be construed as restraint of prompt, prudent action by properly constituted authorities in situations where part of such traffic control signal systems may be directly involved in an emergency.
9. The EVP systems provided for in this agreement shall be installed, operated, maintained, upgraded, or removed in accordance with the following conditions and requirements:
 - a. Emitter units may be installed and used only on vehicles responding to an emergency as defined in Minnesota Statutes Sections 169.011, subd. 3 and 169.03. The Township and City will, provide the County Engineer or his duly appointed representative a list of all such vehicles with emitter units upon request.
 - b. Malfunctions of the EVP systems shall be reported to the County immediately.
 - c. Only in the event said EVP systems or components are, in the opinion of the County, being misused or the terms set forth herein are violated, and such misuse or violation continues after receipt by the Township or City of written notice thereof from the County, the County may remove, modify, restrict, or deactivate the EVP systems. Upon removal of the EVP systems pursuant to this paragraph, the field wiring, cabinet wiring, detector receivers, infrared detector heads, and indicator lamps and all other components shall become the property of the County.
 - d. All timing of said EVP systems shall be determined by the County.

C. CIVIL RIGHTS AND NON-DISCRIMINATION

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

D. WORKERS COMPENSATION

It is hereby understood and agreed that any and all employees of the County and all other persons employed by the County in the performance of construction and/or construction engineering work or services required or provided for under this agreement shall not be considered employees of the

Township or the City and that any and all claims that may or might arise under the Worker's Compensation Act of the State of Minnesota on behalf of said employees while so engaged and any and all claims made by any third parties as a consequence of any act or omission on the part of said County employees while so engaged on any of the construction and/or construction engineering work or services to be rendered herein shall in no way be the obligation or responsibility of the Township or the City.

E. INDEMNIFICATION

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

F. CONDITIONS

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

G. DATA PRIVACY

All data collected, created, received, maintained, or disseminated, or used for any purposes in the course of this Agreement is governed by the Minnesota Government Data Practices Act, Minnesota Statutes 1984, Section 13.01, et seq. or any other applicable state statutes and state rules adopted to implement the Act, as well as state statutes and federal regulations on data privacy.

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

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

WASHINGTON COUNTY

CITY OF LAKE ELMO

Chair Date
Board of Commissioners

Mayor Date

Molly O'Rourke Date
County Administrator

City Administrator Date

Approved as to form:

Approved as to form:

Assistant County Attorney Date

City Attorney Date

TOWNSHIP OF WEST LAKELAND

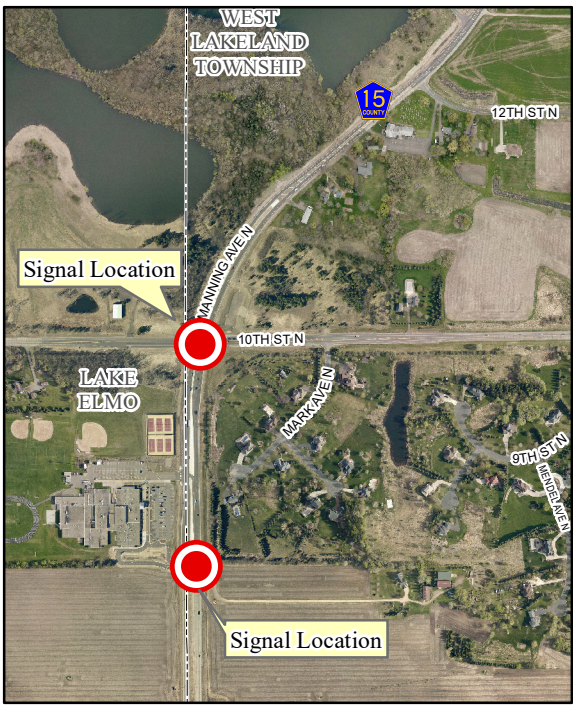
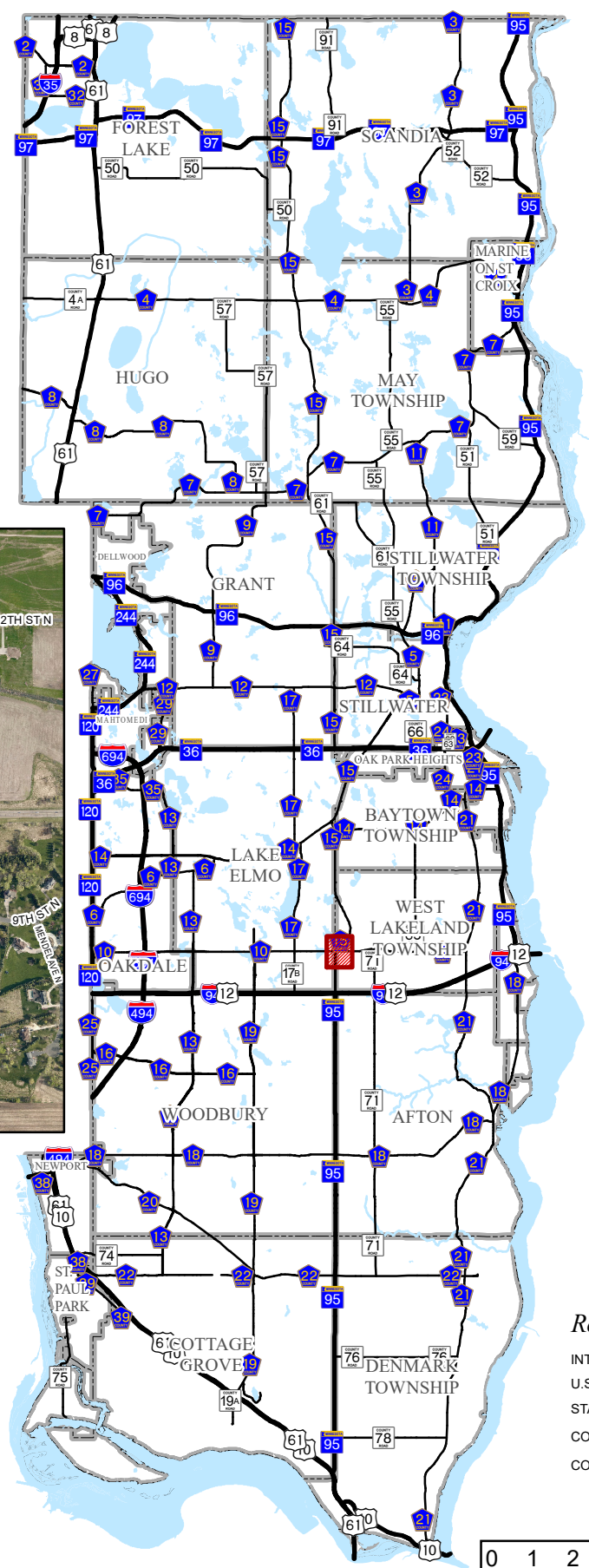
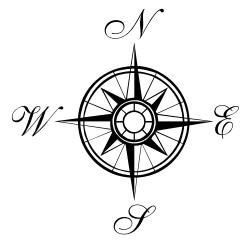
Chair Date

Clerk Date

Approved as to form:

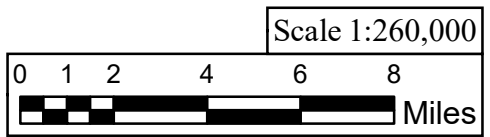
Township Attorney Date

Exhibit A, Location Map



Road Classification

INTERSTATE HIGHWAY	
U.S. TRUNK HIGHWAY	
STATE TRUNK HIGHWAY	
COUNTY STATE AID HIGHWAY	
COUNTY ROAD	



This map is the result of a compilation and reproduction of land records as they appear in various Washington County offices. This map should be used for reference purposes only. Washington County is not responsible for any inaccuracies.



Intersection Improvement Project CSAH 15/CSAH 10 & CSAH 15/Oak-Land Middle School Access

**COOPERATIVE AGREEMENT BETWEEN
THE TOWNSHIP OF BAYTOWN, THE CITY OF LAKE ELMO,
AND THE COUNTY OF WASHINGTON
FOR MAINTENANCE OF THE TRAFFIC SIGNAL SYSTEM
AT THE INTERSECTION OF COUNTY STATE AID
HIGHWAY (CSAH) 15 (MANNING AVENUE NORTH)
AND CSAH 14 (40TH STREET NORTH)**

WASHINGTON COUNTY	
CONTRACT NO.	11375
DEPT.	PUBLIC WORKS
DIVISION	TRANSPORTATION
TERM	SIGNATURE-PERPETUAL

THIS AGREEMENT, by and between the Township of Baytown, a municipal corporation, hereinafter referred to as the "Township", the City of Lake Elmo, a municipal corporation, herein after referred to as the "City", and Washington County, a political subdivision of the State of Minnesota, hereinafter referred to as the "County", shall consist of this agreement and Exhibits A and B.

WITNESSETH:

WHEREAS, it has been determined to install a new steel-pole traffic signal at the intersection of CSAH 15 (Manning Avenue North) with CSAH 14 (40th Street North) in conjunction with a planned roadway construction project, and;

WHEREAS, a cooperative effort between the Township, City and County is the appropriate method to facilitate the maintenance of these transportation improvements; and

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

NOW THEREFORE, IT IS HEREBY MUTUALLY AGREED AS FOLLOWS:

A. PURPOSE

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

B. MAINTENANCE RESPONSIBILITIES

1. This agreement and all of its provisions shall apply only to the traffic control signal system located on CSAH 15 (Manning Avenue North) at CSAH 14 (40th Street North), said intersection being located approximately 180 feet south of the southeast corner of Section 12 of Township 29 North, Range 21 West, as shown in Exhibit B as Signal System A.
2. The County shall, at its sole cost and expense, pay all monthly electrical service expenses necessary to operate the traffic control signal system including all cabinet and control equipment and integral streetlights, and including the cost of establishing and perpetuating a connection to the electrical service grid and subsequent ongoing electrical service expenses.
3. The County shall, at its sole cost and expense, maintain and keep in repair the integral luminaires (overhead street lights) and all their components, including replacement of the existing luminaires if necessary, and shall maintain and keep in repair the electrical connection to the luminaire heads.
4. The County owns the traffic control signal system and all of its components and shall, at its sole cost and expense, operate, maintain and keep in repair the traffic control signal system including but not limited to the relamping of vehicular and pedestrian traffic signal indications, cleaning and maintenance of the control cabinet, maintenance of the Emergency Vehicle Preemption (EVP) system, attached signage, traffic signal interconnection and master

controller, and repair of any and all physical damage, except as set forth in the following section.

5. The County considers paint to be an aesthetic component of the traffic signal system. Therefore, if the Township and City mutually desire to paint the system, the Township or City shall, at its sole cost and expense, clean and paint the traffic control signal system and integral streetlights an agreed-upon color at the sole cost and expense of the Township or City, having first obtained a permit from the County which may place conditions on activities within the right-of-way. Alternatively, the Township or City may, at their discretion, request in writing that the County paint the traffic control signal system and integral streetlights at the sole cost and expense of the Township or City.
6. The County shall, at its sole cost and expense, be responsible for identification and location of the underground components of the traffic control signal system as required by the Gopher State One Call system.
7. The Township or the City shall not revise by addition or deletion, nor alter or adjust any component, part, sequence, or timing of the aforesaid traffic control signal system or EVP system; however nothing herein shall be construed as restraint of prompt, prudent action by properly constituted authorities in situations where part of such traffic control signal system may be directly involved in an emergency.
8. The EVP system provided for in this agreement shall be installed, operated, maintained, upgraded, or removed in accordance with the following conditions and requirements:
 - a. Emitter units may be installed and used only on vehicles responding to an emergency as defined in Minnesota Statutes Sections 169.011, subd. 3 and 169.03. The Township and City will, provide the County Engineer or his duly appointed representative a list of all such vehicles with emitter units upon request.
 - b. Malfunctions of the EVP system shall be reported to the County immediately.
 - c. Only in the event said EVP system or components are, in the opinion of the County, being misused or the terms set forth herein are violated, and such misuse or violation continues after receipt by the Township or City of written notice thereof from the County, the County may remove, modify, restrict, or deactivate the EVP system. Upon removal of the EVP system pursuant to this paragraph, the field wiring, cabinet wiring, detector receivers, infrared detector heads, and indicator lamps and all other components shall become the property of the County.
 - d. All timing of said EVP system shall be determined by the County.

C. CIVIL RIGHTS AND NON-DISCRIMINATION

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

D. WORKERS COMPENSATION

It is hereby understood and agreed that any and all employees of the County and all other persons employed by the County in the performance of construction and/or construction engineering work or services required or provided for under this agreement shall not be considered employees of the Township or the City and that any and all claims that may or might arise under the Worker's Compensation Act of the State of Minnesota on behalf of said employees while so engaged and any and all claims made by any third parties as a consequence of any act or omission on the part of said County employees while so engaged on any of the construction and/or construction engineering work or services to be rendered herein shall in no way be the obligation or responsibility of the Township or the City.

E. INDEMNIFICATION

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

F. CONDITIONS

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

G. DATA PRIVACY

All data collected, created, received, maintained, or disseminated, or used for any purposes in the course of this Agreement is governed by the Minnesota Government Data Practices Act, Minnesota Statutes 1984, Section 13.01, et seq. or any other applicable state statutes and state rules adopted to implement the Act, as well as state statutes and federal regulations on data privacy.

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

WASHINGTON COUNTY

Chair Date
Board of Commissioners

Molly O'Rourke Date
County Administrator

Approved as to form:

Assistant County Attorney Date

CITY OF LAKE ELMO

Mayor Date

City Administrator Date

Approved as to form:

City Attorney Date

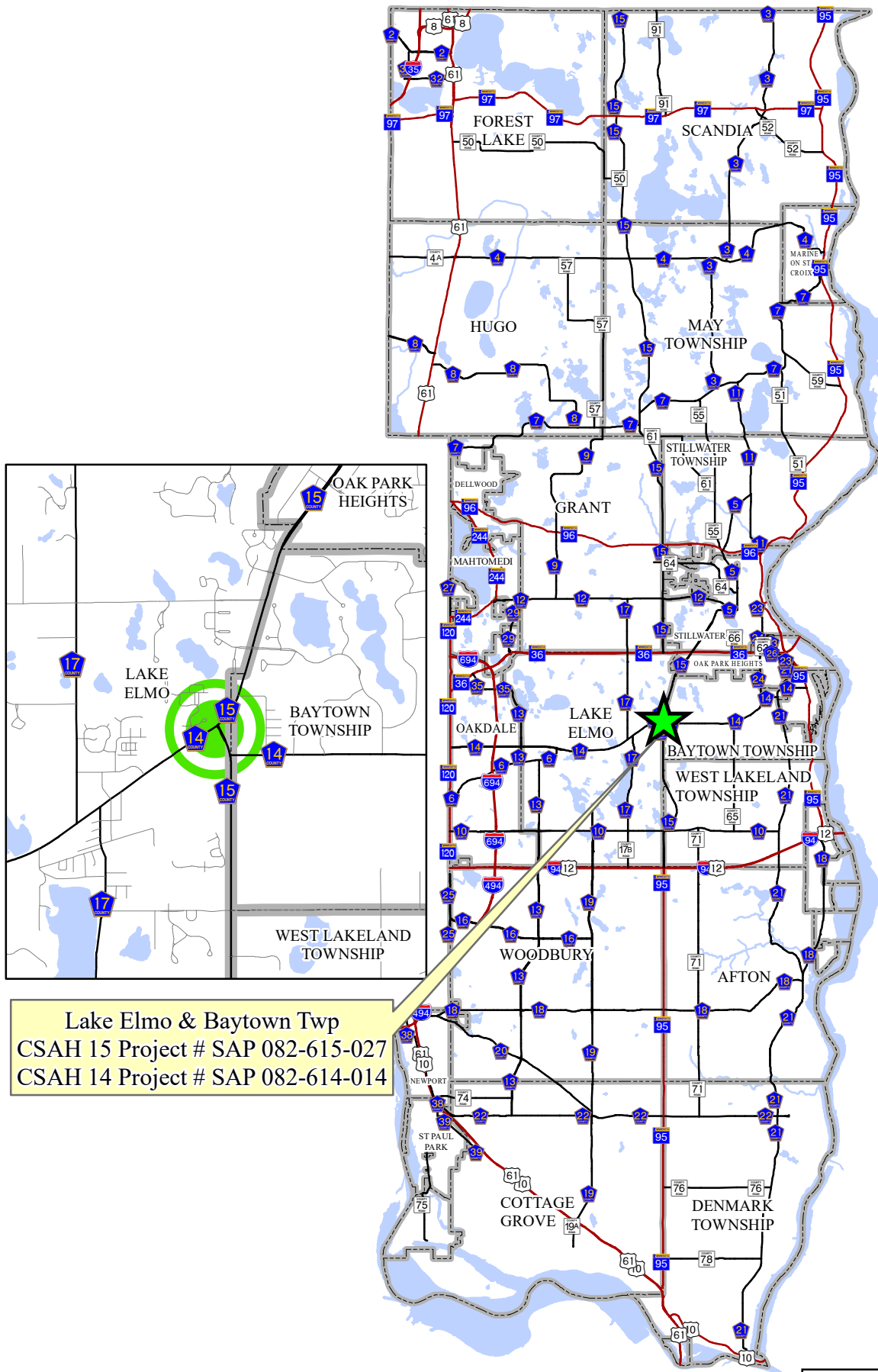
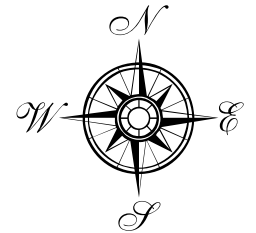
TOWNSHIP OF BAYTOWN

Chair Date

Clerk Date

Approved as to form:

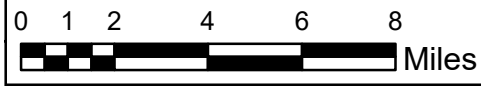
Township Attorney Date



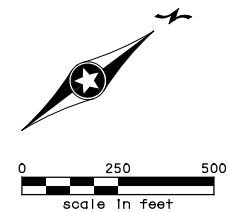
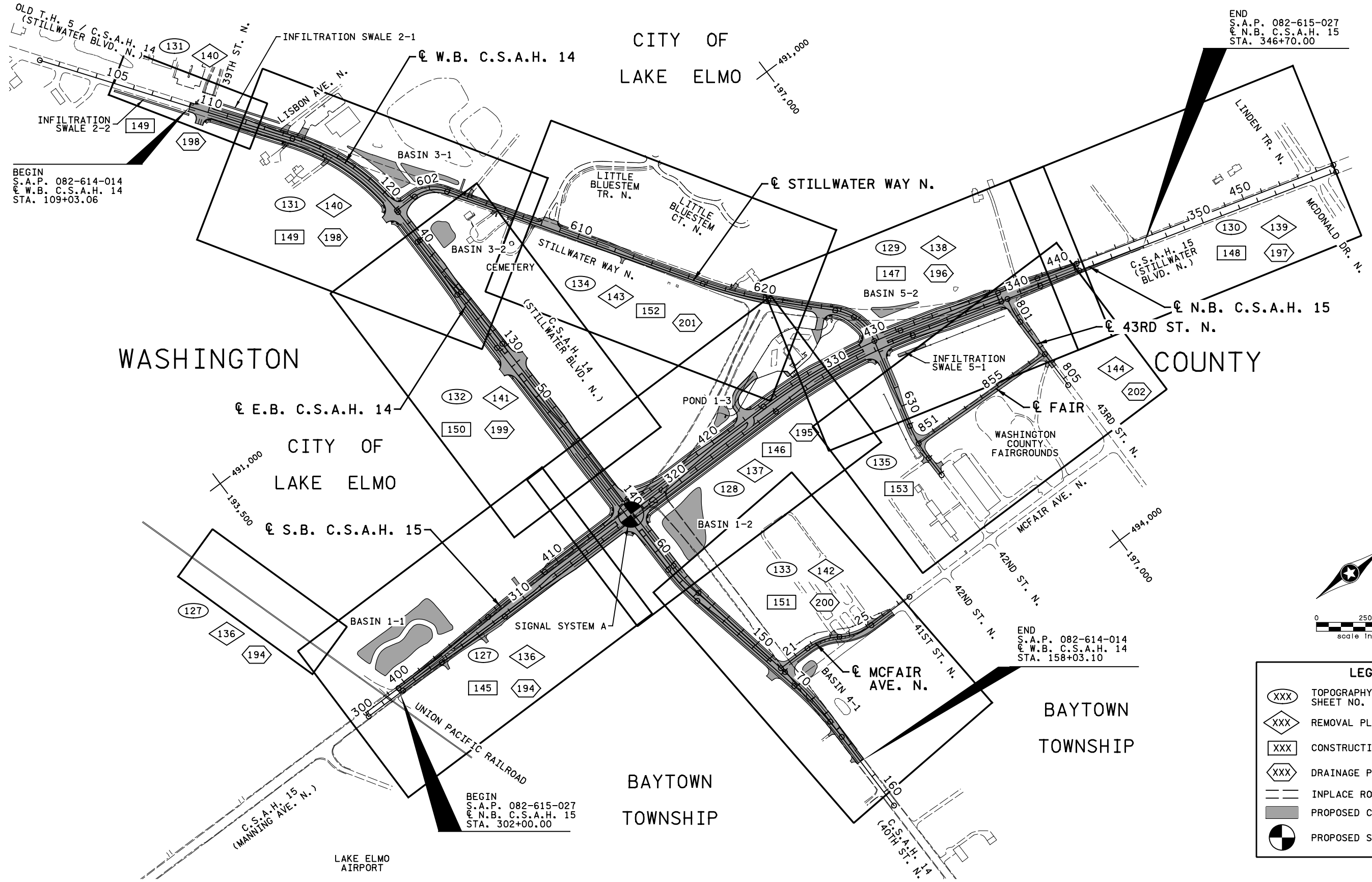
Road Classification

- INTERSTATE HIGHWAY
- U.S. TRUNK HIGHWAY
- STATE TRUNK HIGHWAY
- COUNTY STATE AID HIGHWAY
- COUNTY ROAD

Scale 1:260,000




This map is the result of a compilation and reproduction of land records as they appear in various Washington County offices. This map should be used for reference purposes only. Washington County is not responsible for any inaccuracies.



LEGEND	
(XXX)	TOPOGRAPHY AND UTILITY PLAN SHEET NO.
(XXX)	REMOVAL PLAN SHEET NO.
(XXX)	CONSTRUCTION PLAN SHEET NO.
(XXX)	DRAINAGE PLAN SHEET NO.
---	INPLACE ROADWAY
■	PROPOSED CONSTRUCTION
⦿	PROPOSED SIGNAL

Exhibit B

					I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer under the laws of the State of Minnesota.		STATE AID PROJECT NO. 082-615-027 & 082-614-014		 <div>ENGINEERS PLANNERS DESIGNERS</div>	WASHINGTON COUNTY		SHEET 2 OF 406
					Print Name: BENJAMIN J. HOBERT		COUNTY PROJECT NO.			GENERAL LAYOUT		
REVISION					Date: License # 51790		COMM. NO. 0148141			C.S.A.H. 15 & C.S.A.H. 14 REALIGNMENT		
NO	DATE	BY	CKD	APPR								
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STAFF REPORT

DATE: January 16, 2018

CONSENT #13

AGENDA ITEM: Approve Contract for Landscape Architecture Services

SUBMITTED BY: Kristina Handt, City Administrator

BACKGROUND:

The City issued a Request for Proposals for Landscape Architecture Services last October. Council interviewed three firms in November and in December directed staff to enter contract negotiations with Wenck Associates Inc.

ISSUE BEFORE COUNCIL:

Should Council approve the contract with Wenck for Landscape Architecture Services?

PROPOSAL:

A copy of the proposed service agreement is included in your packet. It has been reviewed by the City Attorney and is similar in format to the City's standard professional services agreement.

Compensation will be based upon the hourly rates outlined in Exhibit B. In addition there are flat one hour rates for meetings of the Council.

RECOMMENDATION:

If removed from the consent agenda:

“Move to approve the agreement between the City of Lake Elmo and Wenck for Landscape Architecture Services.”

ATTACHMENT:

- Wenck Landscape Architecture Services Agreement

CITY OF LAKE ELMO, MINNESOTA

LANDSCAPE ARCHITECTURE SERVICES AGREEMENT

This AGREEMENT is made effective on _____, **2018**, ("Effective Date") between the **CITY OF LAKE ELMO, MINNESOTA**, a Minnesota Municipal corporation (hereinafter referred to as the "CITY"), and Wenck Associates, Inc., a Minnesota corporation (hereinafter referred to as "CONSULTANT").

From time to time the CITY intends to engage CONSULTANT to provide landscape architecture services. This Agreement sets forth the general terms and conditions which shall govern the relationship and performance of the CITY and CONSULTANT.

In consideration of the foregoing recitals and following terms and conditions contained herein, the CITY and CONSULTANT agree as follows:

ARTICLE 1: SERVICES OF THE CONSULTANT

1.1 Scope of Services:

- A. The services to be provided by CONSULTANT shall be set forth in a written communication or "Work Order" that is authorized by the CITY prior to the start of work. A copy of the form of Work Order to be used is attached hereto and incorporated by reference as **Exhibit A**.
- B. Professional Consulting Services will, in general, include studies and reports; plan review; preparation of design standards and policies of the CITY; design, preparation of working drawings and specifications; construction administration and construction observations; mapping, preparation of cost estimates; and other related tasks of a type normally associated with CITY projects and improvements.
- C. Either Party may propose a Work Order; the other Party agrees to accept or reject within 10 days of receipt of the proposal. If a proposed Work Order is rejected, neither Party shall have further responsibility with respect to that matter.
- D. Additional services outside the scope of a Work Order are to be provided on a fee basis, as set forth in **Exhibit B, Fee Schedule**, which is attached hereto and incorporated by reference. These services will be identified as extra services and CONSULTANT shall obtain the CITY's approval in writing before work begins.
- E. In case of any inconsistency or ambiguity between the provisions of a Work Order and the provisions of this Agreement, the provisions of the Work Order shall prevail.
- F. This Agreement is not a commitment by the CITY to CONSULTANT to request services or to issue any Work Orders.

1.2 Work Order Procedure

- A. CONSULTANT shall provide the CITY with a “Work Order” for specific services or projects when requested by the CITY. Each Work Order will indicate the specific task, scope of services, time for performance, deliverables to be provided, and the basis of compensation.
- B. Individual “Work Orders” or written communications authorizing services by CONSULTANT shall be mutually approved by the CITY and CONSULTANT. Each duly executed Work Order shall be incorporated and made a part of this Agreement and the general considerations thereof.

ARTICLE 2: PERIOD OF SERVICE AND TIMES FOR RENDERING SERVICES

- 2.1 Term: This Agreement shall be effective and applicable to each “Work Order” issued hereunder and shall apply to any service provided by CONSULTANT whether retained under a formal “Work Order” or other written action or approval by the CITY, subject, however, to termination by either party in accordance with Article 6.6.
- 2.2 The times for performing services or providing deliverables shall be as stated in each Work Order or written communication authorizing the service or deliverable.

ARTICLE 3: COMPENSATION

- 3.1 Basis for Compensation: Compensation to CONSULTANT shall be as set forth in each Work Order. When services are requested by the CITY and a Work Order is not executed, the services shall be provided on an hourly rate basis in accordance with the hourly rate sheet on file at the CITY, or as mutually agreed to in written form. The current fee schedule is attached to this Agreement as Exhibit B.
- 3.2 Payments for Services
 - A. *Preparation and Submittal of Invoices:* CONSULTANT shall prepare and submit invoices to the CITY on a monthly basis, unless otherwise mutually agreed. Invoices are due and payable within 45 days of receipt.
 - B. *Unpaid Invoices:* All accounts unpaid after 30 days from the date of original invoice shall be subject to a service charge of 1.0% per month, with interest beginning to accrue 30 days after the date of receipt of the invoice. Payment will be credited first to any interest and then to principal.
 - C. *Disputed Invoices:* If the CITY contests an invoice, the CITY shall advise CONSULTANT of the specific basis for doing so, may withhold only that portion so contested, and must pay the undisputed portion.

ARTICLE 4: CITY’S RESPONSIBILITIES

- 4.1 The CITY shall designate a person to act as the CITY’s representative with respect to services to be rendered under this Agreement. Unless otherwise designated in writing, the CITY’s representative shall be Emily Becker, Planning Director. Such persons shall have authority to transmit instructions, receive instructions, receive information, interpret and define CITY’s policies with respect to CONSULTANT’s services, and render decisions relative to a specific project.

- 4.2 Provide Access: The CITY shall provide access to, and make provisions for CONSULTANT to enter upon public or private property as required to perform their work.
- 4.3 Provide supporting documentation and Services: The CITY shall provide all necessary information regarding its requirements as necessary for orderly progress of the work, including records, data, instructions, and requirements for completeness. The CITY shall also provide services in regards to accounting, fiscal and bond counseling services, insurance, and legal services as may be required for the project.
- 4.4 The CITY shall be responsible for, and CONSULTANT may rely upon, the accuracy and completeness of all requirements, programs, instructions, reports, data, and other information furnished by the CITY to CONSULTANT pursuant to this Agreement. CONSULTANT may use such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement.
- 4.5 Provide Prompt Notice and Review: The CITY shall promptly review and examine all correspondence, reports, sketches, drawings, specifications and other documents and communications prepared and presented by CONSULTANT and render decisions pertaining thereto within a reasonable time so as not to delay the services of CONSULTANT. The CITY shall also give prompt notice to CONSULTANT whenever the CITY observes or otherwise becomes aware of any development that affects the scope or timing of CONSULTANT's services or any defect in the work.
- 4.6 The CITY shall make timely payments to CONSULTANT as set forth in Article 3.

ARTICLE 5: CONSULTANT'S OBLIGATIONS

- 5.1 CONSULTANT and its employees shall comply with and shall contractually require all subcontractors retained by CONSULTANT to comply with all statutes, ordinances, rules, regulations, and other laws applicable to its performance of Services.
- 5.2 CONSULTANT's services will be provided in a manner consistent with the care and skill ordinarily used by reputable members of the profession practicing under similar conditions at the same time and general location. This statement of duty is exclusive. CONSULTANT shall be responsible for the technical accuracy of its services and documents resulting therefrom, and CITY shall not be responsible for discovering deficiencies therein. CONSULTANT shall correct such deficiencies without additional compensation except to the extent such action is directly attributable to deficiencies in CITY-furnished information.
- 5.3 To the extent the Services, or any part thereof, involve estimates of construction, operating or any other costs, CONSULTANT agrees to make its best estimate of such costs based on information made available to CONSULTANT and based on CONSULTANT's experience and knowledge. CONSULTANT cannot guarantee the accuracy of any such estimates, and it shall not be liable to the CITY or any other person for any loss or damage of any type based upon the use of, or reliance upon, such estimates.
- 5.4 CONSULTANT shall provide the Services in compliance with all reasonable health and safety rules of the CITY that the CITY has made known to CONSULTANT.

- 5.5 CONSULTANT agrees to secure all permits and licenses normally required in CONSULTANT's name for the performance of the Services. The CITY shall cooperate with CONSULTANT in obtaining such permits and licenses as necessary. The fees for such permits and licenses shall be reimbursable expenses.
- 5.6 CONSULTANT reserves the right to engage any subcontractors it deems necessary to provide the services under this Agreement. At the CITY's written request, the CITY shall have the right to approve any subcontractor that CONSULTANT proposes to use in connection with services under this Agreement, but such approval shall not be unreasonably withheld.
- 5.7 CONSULTANT shall appoint a "CONSULTANT Representative" to coordinate provision of the services on any Work Order with the CITY or the City's representative. CONSULTANT's representative shall be authorized to act on CONSULTANT's behalf and to bind CONSULTANT and shall be available at reasonable times during the term of the Work Order to coordinate provision of the services, answer the CITY's questions, and respond to the CITY's problems or complaints. CONSULTANT reserves the right to change the CONSULTANT representative on any Work Order upon written notice to the CITY. The CONSULTANT representative shall be designated in the Work Order.
- 5.8 Except with respect to the work of subcontractors retained by CONSULTANT, CONSULTANT shall not, as a part of the services or in connection with visits to and observations at a work site, supervise, direct, stop, or otherwise control the work of others. CONSULTANT has no authority over, or no responsibility for, the means, methods, techniques, sequences, or procedures selected by others, or for safety precautions and programs incident to the work of others, or for any failure of others to comply with laws, rules, regulations, ordinances, codes, orders, or client safety rules applicable to furnishing and performing work related to, or in connection with, the services. Accordingly, CONSULTANT does not guarantee the performance of any other person or entity and CONSULTANT shall have no responsibility for the failure of any person or entity, other than a subcontractor retained by CONSULTANT, to furnish or perform work in accordance with any documents or any other documents, plans, or specifications.
- 5.9 The CITY acknowledges that CONSULTANT must rely on various engineering studies performed by others, and other information about existing systems in place and prior, and current and anticipated operations at the site, all obtained from others. The CITY further acknowledges that CONSULTANT may rely on such information to the extent that such reliance is reasonable under all the circumstances at the time without independently confirming the accuracy of it, and if such information is later determined to be inaccurate and except to the extent CONSULTANT's reliance was negligent, the CITY releases and discharges CONSULTANT from any liability as to losses caused by such reliance.

ARTICLE 6: GENERAL CONSIDERATIONS

- 6.1 Independent Contractor: CONSULTANT is an independent contractor. The manner in which the services are performed shall be controlled by CONSULTANT; however, the nature of the services and the results to be achieved shall be specified by the CITY. All services provided by CONSULTANT pursuant to this Agreement shall be provided by CONSULTANT as an independent contractor and not as an employee of the CITY for any purpose, including but not limited to: income tax withholding, workers' compensation, unemployment compensation, FICA taxes, and eligibility for employee benefits.
- 6.2 Insurance
- A. CONSULTANT shall maintain statutory workers' compensation insurance coverage.

- B. CONSULTANT shall procure and maintain commercial general liability insurance coverage for protection from claims for damages because of bodily injury including personal injury, and from claims against it for damages because of injury to or destruction of property including loss of use resulting therefrom. The policy shall provide coverage for each occurrence in the minimum amount of \$1,000,000. The CITY shall be listed as an additional insured.
- C. CONSULTANT shall also procure and maintain professional liability insurance coverage for damages arising out of the performance of services caused by a negligent error, omission or act for which CONSULTANT is legally liable.
- D. Certificates of insurance will be provided to the CITY upon execution of the contract and thereafter upon request by the CITY.
- E. CONSULTANT agrees, to the fullest extent permitted by law, to indemnify and hold harmless the CITY and its officials, agents, and employees against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by CONSULTANT's negligent performance of professional services under this Agreement and that of its subconsultants or anyone for whom CONSULTANT is legally liable.
- F. The CITY agrees, to the fullest extent permitted by law, to indemnify and hold harmless CONSULTANT, its officers, directors, employees and subconsultants against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the CITY's negligent acts and the acts of its contractors, subcontractors or consultants or anyone for whom the CITY is legally liable.
- G. Neither the CITY nor CONSULTANT shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence or for the negligence of others.

6.3 Data Practices Act Compliance: Data provided by CONSULTANT or created under this Agreement shall be administered in accordance with the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13. If a data practices request is made to the CITY pursuant to Minnesota Statutes Section 13.03, subdivision 3, upon notification by the CITY to CONSULTANT of the request, CONSULTANT shall promptly provide the CITY with any information that CONSULTANT may have that is responsive to the request.

6.4 Use of Documents

- A. All Documents prepared and submitted by CONSULTANT are instruments of service, except for CITY-furnished data. CONSULTANT shall retain an ownership and property interest therein (including the right of reuse at the discretion of CONSULTANT) whether or not the Project or Service is completed.
- B. At the time of completion or termination of this Agreement or for each "Work Order," CONSULTANT shall make available to the CITY, upon request, copies of all deliverables, maps, reports, and correspondence, pertaining to the work or Project. All such documents are not intended or represented to be suitable for reuse by the CITY for any other project. Any reuse without written verification or adaptation by CONSULTANT for the specific purpose intended will be at the CITY's sole risk.

C. In the event electronic copies of documents are made available to the CITY, CONSULTANT makes no representations as to long-term compatibility of such documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by the documents' creator.

6.5 Conflict of Interest: CONSULTANT shall use best efforts in the performance of its services and professional obligations to avoid conflicts of interest and appearances of impropriety in representation of the CITY. In the event of a conflict, CONSULTANT, with the consent of the CITY, shall arrange for suitable alternative representation. It is the intent of CONSULTANT to refrain from handling matters for any other person or entity that may pose a conflict of interest, or may not be in the best interests of the CITY.

6.6 Termination

A. Either party may terminate this Agreement upon thirty (30) days written notice.

B. Either party has the right to terminate any "Work Order" upon ten (10) days' written notice unless otherwise stated in the Work Order. In addition, the CITY may at any time, reduce the scope of a "Work Order". Such reduction in scope of a Work Order shall be set forth in a written notice from the CITY to CONSULTANT.

C. In the event of a reduction in scope of a "Work Order," CONSULTANT shall be paid for the work performed and expenses incurred on the Work Order thus reduced and for any completed and abandoned work for which payment has not been made.

D. In the event of termination of an "Work Order," copies of all documents prepared by CONSULTANT under the Work Order shall be made available by CONSULTANT to the CITY, pursuant to Article 6.4, and there shall be no further obligation of the CITY to CONSULTANT under the Work Order, except for payment of amounts due and owing for work performed and expenses incurred to the date and time of termination.

E. In like manner, if the entire Agreement is terminated, copies of all remaining documents on file with CONSULTANT shall also, upon request, be made available to the CITY pursuant to Article 6.4 upon receipt of payment of amounts due and owing CONSULTANT for any authorized work.

6.7 Controlling Law: This Agreement is to be governed by the laws of the State of Minnesota.

6.8 Successors, Assigns, and Beneficiaries

A. The CITY and CONSULTANT are hereby bound and the successors, executors, administrators, assigns, and legal representatives of the CITY and CONSULTANT are hereby bound to the other party to this AGREEMENT and to the successors, executors, administrators, assigns and legal representatives of such other party, in respect of all covenants, agreements, and obligations of this Agreement.

B. Neither the CITY nor CONSULTANT may assign, sublet, or transfer any rights under or interest in this Agreement, or any portion thereof, without the written consent of the other party. Nothing contained in this paragraph shall prevent CONSULTANT from employing such independent professional

associates and consultants as CONSULTANT may deem appropriate to assist in the performance of services hereunder.

- C. Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than the CITY and CONSULTANT.

6.9 Dispute Resolution

- A. The CITY and CONSULTANT agree to negotiate all disputes between them in good faith for a period of thirty (30) days from the date of notice prior to invoking other provisions of this Agreement, or exercising their rights under law.
- B. The CITY and CONSULTANT agree that all disputes between them arising out of or relating to this Agreement shall first be submitted to non-binding mediation unless the parties mutually agree otherwise, thereby providing for mediation as the primary method for dispute resolution between the parties to this Agreement.

- 6.10 Notices: Any notice required under this Agreement will be in writing, addressed to the appropriate party at its address on the signature page and given personally, by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.

6.11 Survival, Severability, Waiver

- A. *Survival*: All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.
- B. *Severability*: Any provision or part of this Agreement held to be void or unenforceable under any laws or regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the CITY and CONSULTANT.
- C. *Waiver*: A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

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

Wenck Associates, Inc.

CITY OF LAKE ELMO, MINNESOTA

By _____

By _____

Its: _____

Mayor

By _____

City Clerk

EXHIBIT A
WORK ORDER FORM

PROJECT AUTHORIZATION NO. _____

In accordance with the Agreement for Landscape Architecture Services between the City of Lake Elmo (City) and Wenck Associates, Inc. (Wenck), this Authorization describes the Scope, Schedule, and Budget for Wenck's services on the Project known as:

Project Name

SCOPE. The Scope of Services for this Authorization includes:

- **Task 1:**
 - **Subtask 1.1**
 - **Subtask 1.2**
- **Task 2:**
 - **Subtask 2.1**
 - **Subtask 2.2**

SCHEDULE. The Estimated Schedule for this Authorization is set forth below:

- **Project Schedule**

BUDGET. The estimated fee for work based on this Authorization shall be the not-to-exceed amount of \$ **x.00** included and made a part of this Project Authorization

TERMS AND CONDITIONS. The terms and conditions of the Landscape Architecture Services Agreement between the City and Wenck shall apply to this Authorization, except as expressly modified herein.

ACCEPTANCE. The terms of this Authorization is acknowledged by the following signatures of the Authorized Representatives.

CITY OF LAKE ELMO

Signature

Emily Becker
Planning Director
Date, 2018 _____

WENCK ASSOCIATES, INC.

Signature

Lucius Jonett, PLA
Landscape Architect
Date, 2018 _____

EXHIBIT B
FEE SCHEDULE

Hourly Rates

Even with our high level of service and no miscellaneous costs, Wenck provides very competitive rates. We are a local, full-service firm that is able to control costs. This makes us highly competitive. Wenck will provide the City of Lake Elmo all of our services at an hourly rate unless lump sum or percentage-based work orders are executed at your direction. A breakdown of assigned staff, hourly rates and fees is provided below.

CATEGORY	STAFF	CITY RATE
City Landscape Architect	Lucius Jonett	\$130/hr
Project Designer/ Assistant City Landscape Architect/Site Inspection	Seth Bossert	\$115/hr
Senior Landscape Architect	Kevin Pfeiffer	\$160/hr
Grant Writer	Thomas Berry	\$120/hr
Construction Inspector	Nick Wyers	\$100/hr
GIS Professional	Hagen Kaczmarek	\$100/hr
Wetland Specialist/ Scientist	Wes Boll	\$120/hr

2017 Rates Will Be Held Through End of 2018

Wenck is proposing that rates will be held for 2018 and reviewed for the 2019 budget.

Flat Fee Meetings

- Wenck will attend Council Meetings as requested by the Council or City Administrator.
- Wenck will attend for a flat fee of one hour per Council meeting regardless of meeting duration.
- Workshops prior to Council or on a separate night will also be at the one-hour flat fee. This allows Council to direct attendance without concern of unknown costs.
- Typically, no fee will be incurred by the City for Planning Commission meetings as time will be allocated to the application being reviewed or project being discussed.

Special Rate/ Fee Option

When preferred by the City, Wenck will perform work on a percentage basis based on construction costs. This may be similar to how you currently conduct large projects. For projects over \$100,000, a fee could be negotiated in the 8% range for design, with hourly work for permits, surveying and construction inspection.



STAFF REPORT

DATE: January 16, 2018

CONSENT

ITEM #: 14

AGENDA ITEM: Approve Revised 2018 Meeting Calendar

SUBMITTED BY: Julie Johnson, City Clerk

BACKGROUND:

Adopting a meeting calendar serves as the official notice for the year of all upcoming meetings; thereby, satisfying legal requirements and increasing transparency to the general public. If approved, the meeting calendar will be posted at City Hall and on the City's website. The 2018 meeting calendar was approved by Council at the 12-19-17 meeting.

PROPOSAL:

As part of its Consent Agenda, the City Council is respectfully requested to approve the revised 2018 City Meeting Calendar or amend as necessary. After Council approval, staff was notified that precinct caucuses will be held on Tuesday, February 6, 2018. No public meeting can be held on the same evening as precinct caucuses, therefore staff is recommending moving the February 6th Council meeting to Wednesday, February 7th. Additionally, a typo has been corrected that incorrectly labeled the August Parks Commission meeting.

RECOMMENDATION:

“Move to approve the amended 2018 Meeting Calendar.”

FISCAL IMPACT:

None

ATTACHMENTS:

2018 Meeting Calendar



2018 REGULAR MEETING DATES

January 2	City Council	July 3	City Council
January 8	Planning Commission	July 9	Planning Commission
January 9	City Council Workshop	July 10	City Council Workshop
January 16	City Council	July 16	Parks Commission
January 17	Parks Commission	July 17	City Council
January 22	Planning Commission	July 23	Planning Commission
February 7	City Council	August 7	City Council
February 12	Planning Commission	August 15	Planning Commission
February 13	City Council Workshop	August 20	Parks Commission
February 20	City Council	August 21	City Council
February 21	Parks Commission	August 27	Planning Commission
February 26	Planning Commission	August 28	City Council Workshop
March 6	City Council	September 4	City Council
March 12	Planning Commission	September 10	Planning Commission
March 13	City Council Workshop	September 11	City Council Workshop
March 19	Parks Commission	September 17	Parks Commission
March 20	City Council	September 18	City Council
March 26	Planning Commission	September 24	Planning Commission
April 3	City Council	October 2	City Council
April 9	Planning Commission	October 9	City Council Workshop
April 10	City Council Workshop	October 10	Planning Commission
April 16	Parks Commission	October 15	Parks Commission
April 17	City Council	October 16	City Council
April 23	Planning Commission	October 22	Planning Commission
April 25	Board of Appeal and Equalization	November 7	City Council
May 1	City Council	November 13	City Council Workshop
May 7	Planning Commission	November 14	Planning Commission
May 8	City Council Workshop	November 19	Parks Commission
May 14	Parks Commission	November 20	City Council
May 15	City Council	November 26	Planning Commission
May 21	Planning Commission	December 4	City Council
June 4	Planning Commission	December 10	Planning Commission
June 5	City Council	December 11	City Council Workshop
June 11	Parks Commission	December 17	Parks Commission
June 12	City Council Workshop	December 18	City Council
June 18	Planning Commission		
June 19	City Council		

City Council Meetings are held at 7:00 p.m. & Workshops are held at 6:30 p.m.

Planning Commission Meetings are held at 7:00 p.m.

Parks Commission Meetings are held at 6:30 p.m.

Board of Appeal and Equalization held 5:00 p.m. – 7:00 p.m.

All meetings are held in the Council Chambers unless otherwise noted



STAFF REPORT

DATE: January 16, 2018
CONSENT #15

AGENDA ITEM: Approve Massage Therapy Premises License

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 approval by the City Council.

ISSUE BEFORE COUNCIL:

Should Council approve the requested license?

PROPOSAL: The City has received a Massage Therapy Premises License application from Ana daRocha Pereira for a new license to operate a massage therapy business at 11200 Stillwater Blvd. N., Suite 102 under the name Boon Massage & Wellness Center LLC. The appropriate fees have been paid and all required documentation has been provided, including training and insurance information. Ms. Pereira is currently licensed and employed in the City of Woodbury as a massage therapist and has leased space in Lake Elmo to start her own business. The premises permit includes one massage therapist (Ms. Pereria); additional licenses would be required if another massage therapist is added in the future. Washington County Sheriff's Department is conducting a background check.

FISCAL IMPACT:

Background check fee of \$100 plus license application fee of \$100.

OPTIONS:

- 1) Approve license
- 2) Deny license

RECOMMENDATION:

If removed from Consent Agenda:

Motion to approve massage therapy premises license for Boon Massage & Wellness Center, LLC.



STAFF REPORT

DATE: January 16, 2018

CONSENT

ITEM #: 16

TO: City Council

FROM: Greg Malmquist, Fire Chief

AGENDA ITEM: “STATE OF MINNESOTA, MINNESOTA STATE COLLEGES AND UNIVERSITIES, DAKOTA COUNTY TECHNICAL COLLEGE, CUSTOMIZED TRAINING INCOME CONTRACT”

REVIEWED BY: Kristina Handt, City Administrator

BACKGROUND: All personnel on the Lake Elmo FD are required to complete a basic driving operational and safety course. This is to provide the basic skills needed to safely operate the larger vehicles in the FD fleet. In addition, personnel pursuing the position of Fire Apparatus Operator (FAO) are required to take additional training in the driving of the larger vehicles. In the past the basic course has been provided at the Century College Driving School, which is now closed. The advanced course was taken at the St. Cloud Driving School. There have been price increases along with some changes at St. Cloud that made it difficult to schedule.

The only other reasonable option we found to meet our training needs was with Dakota Technical.

ISSUE BEFORE COUNCIL: Should the Council approve the “STATE OF MINNESOTA, MINNESOTA STATE COLLEGES AND UNIVERSITIES, DAKOTA COUNTY TECHNICAL COLLEGE, CUSTOMIZED TRAINING INCOME CONTRACT”.

PROPOSAL DETAILS/ANALYSIS: The approval of this agreement would allow for Dakota Technical College to provide Emergency Response Driving Training, to 7 personnel from the Lake Elmo FD, on Saturday January 27, 2018, from 9 am – 4 pm, at their facility.

FISCAL IMPACT: \$1,050.00, (\$150.00 per student)

OPTIONS:

- 1) Approval renewal of contract.
- 2) Deny approval

RECOMMENDATION: Approve contract.

ATTACHMENTS: Copy of agreement

F.Y. 2018	Cost Center 216-126	Obj. Code	Amount	Vendor #	P.O. #
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STATE OF MINNESOTA
MINNESOTA STATE COLLEGES AND UNIVERSITIES
DAKOTA COUNTY TECHNICAL COLLEGE
CUSTOMIZED TRAINING INCOME CONTRACT

Dakota County Technical College (hereafter "COLLEGE/UNIVERSITY") by virtue of its delegated authority from the Board of Trustees of the Minnesota State Colleges and Universities and **Lake Elmo Fire Department, 3510 Laverne Avenue North, Lake Elmo, MN 55042** (hereafter "PURCHASER") agree as follows:

I. DUTIES OF THE COLLEGE/UNIVERSITY: The COLLEGE/UNIVERSITY agrees to provide the following:

Title of Instruction/Activity/Service: **Emergency Response Driving**

Date(s) of Instruction/Activity/Service: **January 27, 2018 – 9am to 4pm**

Instructor/Trainer/Consultant: **As provided by DCTC**

Location: **DCTC**

Other Provisions: **N/A**

II. DUTIES OF THE PURCHASER: The PURCHASER agrees to provide:

1 vehicle per 3 operators

III. SITE OF INSTRUCTION/ACTIVITY/SERVICE: **DCTC** shall make all of the arrangements, including any payment, for the location to be used for the Instruction/Activity/Service.

IV. CONSIDERATION AND TERMS OF PAYMENT:

A. Cost. Cost of Instruction/Activity/Service (total or per hour): **\$150 per operator**

Other fees: **N/A**

Notwithstanding the thirty (30) day notice period established in paragraph VII, in the event that the PURCHASER desires to cancel or reschedule the Instruction/Activity/Service due to low enrollment, PURCHASER shall give at least **seven** days notice in writing to the COLLEGE/UNIVERSITY'S authorized agent to cancel or reschedule. If the Instruction/Activity/Service is canceled as provided herein, the COLLEGE/UNIVERSITY shall be entitled to payment calculated according to paragraph VII. If the Instruction/Activity/Service is rescheduled as provided herein, payment shall be according to this paragraph IV.

- B. Terms of Payment. The COLLEGE/UNIVERSITY will send an invoice for the Instruction/Activity/Service performed. The PURCHASER will pay within 30 days of receiving the invoice. Please send payment to:

Dakota County Technical College
Attn: Accounts Receivable
1300 145th Street East
Rosemount, MN 55068-2999

V. AUTHORIZED AGENTS FOR THE PURPOSES OF THIS CONTRACT:

- A. PURCHASER'S authorized agent: **Nick Witter, Captain, NWitter@lakeelmo.org**
- B. COLLEGE/UNIVERSITY authorized agent:
Chad Sheets, Dean of Customized Training & Continuing Education

VI TERM OF CONTRACT:

- A. Effective date: **January 27, 2018**
- B. End date: **January 27, 2018** or until all obligations set forth in this contract have been satisfactorily fulfilled, whichever occurs first.

VII. CANCELLATION. This contract may be canceled by the PURCHASER or the COLLEGE/ UNIVERSITY at any time, with or without cause, upon thirty (30) days written notice to the other party. In the event of such a cancellation, the COLLEGE/UNIVERSITY shall be entitled to payment, determined on a pro rata basis, for work or Instruction/Activity/Service satisfactorily performed.

VIII. ASSIGNMENT. Neither the PURCHASER nor the COLLEGE/UNIVERSITY shall assign or transfer any rights or obligations under this contract without the prior written approval of the other party.

IX. LIABILITY. The PURCHASER shall indemnify, save, and hold the COLLEGE/UNIVERSITY, its representatives and employees harmless from any and all claims or causes of action, including all attorneys' fees incurred by the COLLEGE/UNIVERSITY, arising from the performance of this contract by the PURCHASER or PURCHASER'S agents or employees. This clause shall not be construed to bar any legal remedies the PURCHASER may have for the COLLEGE/UNIVERSITY'S failure to fulfill its obligations pursuant to this contract.

X. AMERICANS WITH DISABILITIES ACT (ADA) COMPLIANCE. The PURCHASER agrees that in fulfilling the duties of this contract, the PURCHASER is responsible for complying with the applicable provision of the Americans With Disabilities Act, 42 U.S.C. Section 12101, et seq. and regulations promulgated pursuant to it. The COLLEGE/UNIVERSITY IS NOT responsible for issues or challenges related to compliance with the ADA beyond its own routine use of facilities, services, or other areas covered by the ADA.

XI. AMENDMENTS. Any amendments to this contract shall be in writing and shall be executed by the same parties who executed the original contract or their successors in office.

XII. GOVERNMENT DATA PRACTICES ACT. The PURCHASER must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by the COLLEGE/UNIVERSITY in accordance with this contract, and as it applies to all data, created, collected, received, stored, used, maintained, or disseminated by the PURCHASER in accordance with this contract. The civil remedies of Minnesota Statutes Section 13.08 apply to the release of the data referred to in this Article by either the PURCHASER or the COLLEGE/UNIVERSITY.

In the event the PURCHASER receives a request to release the data referred to in this Article, the

PURCHASER must immediately notify the COLLEGE/UNIVERSITY. The COLLEGE/UNIVERSITY will give the PURCHASER instructions concerning the release of the data to the requesting party before the data is released.

- XIII. RIGHTS IN ORIGINAL MATERIALS. The Dakota County Technical College shall own all rights, including all intellectual property rights, in all original materials, including any curriculum materials, inventions, reports, studies, designs, drawings, specifications, notes, documents, software and documentation, computer based training modules, electronically or magnetically recorded materials, and other work in whatever form, developed by the COLLEGE/UNIVERSITY and its employees individually or jointly with others or any sub PURCHASER in the performance of its obligations under this contract. This provision shall not apply to the following materials:

N/A or See Attached

- XIV. JURISDICTION AND VENUE. This contract, and amendments and supplements thereto, shall be governed by the laws of the State of Minnesota. Venue for all legal proceedings arising out of this contract, or breach thereof, shall be in the state or federal court with competent jurisdiction in Ramsey County, Minnesota.

- XV. OTHER PROVISIONS. (Attach additional page(s) if necessary): **Not Applicable**

IN WITNESS WHEREOF, the parties have caused this contract to be duly executed intending to be bound thereby.
APPROVED:

1. **PURCHASER: Lake Elmo Fire Dept**
PURCHASER certifies that the appropriate person(s) have executed the contract on behalf of PURCHASER as required by applicable articles, by-laws, resolutions, or ordinances.

2. **MINNESOTA STATE COLLEGES AND UNIVERSITIES**

Dakota County Technical College

By (authorized signature)
Title
Date

By (authorized College/University signature)
Title
Date

By (authorized signature)
Title
Date

MnSCU 003
07/07/03